



TOWN OF GOLDEN BEACH

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

**Official Agenda for the September 26, 2019
Final Budget Hearing & Special Town Council Meeting called for 6:00 P.M.**

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. ADOPTION OF FINAL MILLAGE AND FINAL BUDGET FOR FISCAL YEAR 2019/2020 (TIME CERTAIN ITEM)**

- 1. A Resolution of the Town Council Adopting the Final Millage Rate for the Fiscal Year Commencing October 1, 2019 through September 30, 2020.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 1
Resolution No. 2644.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2644.19

- 2. A Resolution of the Town Council Adopting the Final Budgets for the Fiscal Year Commencing October 1, 2019 through September 30, 2020.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 2

Resolution No. 2645.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2645.19

E. PRESENTATIONS / TOWN PROCLAMATIONS

A1A CORRIDOR STUDY FINDINGS

F. MOTION TO SET THE AGENDA

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

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

**3. A Resolution of the Town Council Approving A Mutual Aid Agreement
between the City of North Miami Beach and the Town of Golden Beach.**

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

Exhibit: Agenda Report No. 3

Resolution No. 2646.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2646.19

4. A Resolution of the Town Council Approving A Mutual Aid Agreement between the City of Miami Beach and the Town of Golden Beach.

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

Exhibit: Agenda Report No. 4
Resolution No. 2647.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2647.19

P. TOWN RESOLUTIONS

5. A Resolution of the Town Council Approving the Issuance of A Request for Proposals (RFP) for the New Town Civic Center, Including Design Criteria.

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR A DESIGN-BUILD PROJECT FOR THE NEW TOWN CIVIC CENTER, INCLUDING THE APPROVAL OF DESIGN CRITERIA FOR THE CIVIC CENTER COMPLEX MASTERPLAN PROJECT.

Exhibit: Agenda Report No. 5
Resolution No. 2648.19

Sponsor: Town Administration

Recommendation: Motion to Approve Resolution No. 2648.19

Q. DISCUSSION & DIRECTION TO TOWN MANAGER

Mayor Glenn Singer:

- Update on Funding for the Civic Center Complex Masterplan

Vice Mayor Kenneth Bernstein:

None Requested

Councilmember Judy Lusskin:
None Requested

Councilmember Jaime Mendal:
None Requested

Councilmember Bernard Einstein:
None Requested

Town Manager Alexander Diaz
None Requested

R. ADJOURNMENT:

DECORUM:

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

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

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

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

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



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

1 & 2

Subject: Resolution No. 2644.19 & Resolution 2645.19 – Adopting the
Final Combined Millage and Final Operating Budget for Fiscal
Year 2019-2020

Recommendation:

It is recommended that the Town Council adopt the Final Combined Millage and Final Operating Budget as provided by the companion Resolutions that follow.

Background:

Please see the **Budget Message Pages 28 through 32 of the Operating and Capital Fiscal Year 2019-2020 budget book.**

There were NO changes made during the first Budget Hearing.

Fiscal Impact:

General Fund Revenues and Expenditures of \$9,618,811.00

Capital Budget Revenues and Expenditures of \$342,553.00

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2644.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF GOLDEN BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 4th, 2019, the Town transmitted to the Property Appraiser its “Proposed Millage Rate” for the fiscal year commencing October 1, 2019 and further scheduled the public hearing required by Section 200.065 of the Florida Statutes to be held on September 17, 2019 at 7:00 p.m.; and

WHEREAS, the Property Appraiser has properly noticed the public hearing scheduled for September 17, 2019 at 7:00 p.m. at One Golden Beach Drive, Golden Beach, Florida, as required by Chapter 200 of the Florida Statutes; and

WHEREAS, said public hearing, as required by Section 200.065(2)(c), was held by the Town Council on September 17, 2019, commencing at 7:00 p.m., as previously noticed and the public and all interested parties having had the opportunity to address their comments to the Town Council and the Town Council having considered the comments of the public regarding the proposed millage rate and having complied with the “TRIM” requirements of the Florida Statutes.

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

Section 1. That the proposed millage rate for the Town of Golden Beach for the fiscal year commencing October 1, 2019 through September 30, 2020, be and is hereby fixed at the rate of 7.5780 mills which is \$ 7.5780 dollars per \$1,000.00 of assessed property value within the Town of Golden Beach.

Section 2. That the rolled-back rate is 7.3323 and the proposed millage rate is 7.4800 mills which is 3.35 % over the rolled-back rate.

Section 3. That the voted debt service millage for the fiscal year will be .8220 mills.

Section 4. That the final public hearing to adopt a final millage rate and budgets for the fiscal year will be held at One Golden Beach Drive, Golden Beach, Florida, on Thursday, September 26, 2019 at 6:00 p.m.

Section 5. That the Town Clerk is hereby directed to advertise said public hearing as required by law.

Section 6. 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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 26th day of September, 2019.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2645.19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ADOPTING THE FINAL BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Manager presented to the Town Council a “Final Operating and Capital Budget” for the 2019/2020 fiscal year commencing October 1, 2019 and ending September 30, 2020 for approval by the Town Council; and

WHEREAS, on September 17, 2019 the Town Council held a public hearing concerning the adoption of the tentative budget for the 2019/2020 fiscal year, as duly noticed; and

WHEREAS, on September 26, 2019, the Town Council held a duly noticed final public hearing on the adoption of the final budget for the 2019/2020 fiscal year at the Council Chambers of Town Hall located at One Golden Beach Drive, Golden Beach, Florida.

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

Section 1. That each of the above stated recitals is hereby adopted and confirmed. Upon final adoption of the proposed millage rate, which is hereby ratified, the attached tentative budgets of the Town of Golden Beach for the fiscal year commencing October 1, 2019 are hereby approved and adopted.

Section 2. That the Final Budget as presented by the Town Manager on September 17, 2019 to the Mayor and Town Council for the 2019/2020 fiscal year commencing October 1, 2019 and ending September 30, 2020 is hereby approved and adopted.

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

Section 4. 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 Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 26th day of September, 2019.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: **Resolution No. 2646.19 - Approving a Mutual Aid Agreement
with the City of North Miami Beach Police Department**

Item Number:

3

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2646.19 as presented.

Background:

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

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

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2646.19

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

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

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

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

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

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

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

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

Sponsored by **Town Administration**

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

Mayor Glenn Singer	_____
Vice Mayor Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 26th day of September, 2019.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

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

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this _____ day of _____, 2019 (Effective Date), by and between the City of North Miami Beach, Florida, a municipal corporation having its principal office at 17011 NE 19th Avenue, 4th Floor, North Miami Beach, Florida 33162, and the Town of Golden Beach, Florida having its principal office at 1 Golden Beach, Golden Beach, Florida 33160.

RECITALS

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

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

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Golden Beach, Florida, and the City of North Miami Beach, Florida; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including but not limited to emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the Town of Golden Beach and the City of North Miami Beach have the voluntary cooperation and assistance authority under the Florida Mutual Aid

Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225, of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

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

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigation as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

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

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

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

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

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

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's

arrival, turn the situation over to them and offer any assistance requested, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

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

SECTION V. CONFLICTS

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

SECTION VI. HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

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

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

SECTION VII. LIABILITY

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

SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

- (a) Employees of the Town of Golden Beach and the City of North Miami Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- (b) Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- (c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- (d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- (e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and

other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

- (f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- (g) Should the Town of Golden Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of North Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- (h) Should the City of North Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Golden Beach costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.
- (i) The municipality/agency in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. However, the municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture with the written authorization of the Chief of Police and the legal counsel for each municipality/agency. The municipality/agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement the forfeiture. The property shall be seized and forfeited in accordance with this agreement, and the proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and participation performed by each municipality/agency, less the costs associated with the forfeiture action. Any participating municipality/agency must request sharing, in writing before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited.

SECTION IX. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a) of the Florida Statutes (2010), in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION X. EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until July 31, 2023. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XI. CANCELLATION

Either party may cancel its participation in this Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this _____ day of _____, 2019.

CITY OF NORTH MIAMI BEACH



WILLIAM HERNANDEZ
CHIEF OF POLICE

Date: 8/6/19

ESMOND K. SCOTT
CITY MANAGER

Date: 9/6/19



ANTHONY DEFILIPPO
MAYOR

Date: 9/6/19

ATTEST:



ANDRISE BERNARD, CMC
CITY CLERK

Date: 9/10/2019

SIGNED AS TO FORM, LANGUAGE,
LEGALITY AND EXECUTION THEREOF



SARAH JOHNSTON, ESQ.
CITY ATTORNEY

TOWN OF GOLDEN BEACH



RUDY HERBELLO
CHIEF OF POLICE

Date: 9/19/2019

ALEXANDER DIAZ
TOWN MANAGER

Date: _____

GLENN SINGER
MAYOR

Date: _____

LISSETTE PEREZ
TOWN CLERK

Date: _____

SIGNED AS TO FORM, LANGUAGE
LEGALITY AND EXECUTION THEREOF

STEPHEN HELFMAN, ESQ.
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz
Town Manager 

Subject: Resolution No. 2647.19 - Approving a Mutual Aid Agreement
with the City of Miami Beach

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2647.19 as presented.

Background:

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

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

Fiscal Impact:

There is no cost to the Town to participate.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2647.19

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

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

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

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

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

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

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

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

Sponsored by Town Administration

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

Mayor Glenn Singer	_____
Vice Mayor Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,
Florida, this 26th day of September, 2019.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

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

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Cooperation Agreement") is made as of this ____ day of _____, 2019 ("Effective Date"), by and between the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida 33139, and the TOWN OF GOLDEN BEACH, FLORIDA, having its principal office at 1 Golden Beach Drive, Golden Beach, Florida 33160, state as follows:

RECITALS

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

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

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of Golden Beach and the City of Miami Beach; and

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the Town of Golden Beach and the City of Miami Beach have the voluntary cooperation and assistance authority under the Florida Mutual Aid Act, Sections 23.12-23.127 of the Florida Statutes, to enter into this Cooperation Agreement for law enforcement service which:

- (1) Permits voluntary cooperation and operational assistance of a routine law enforcement nature across jurisdictional lines as allowed under Section 23.1225 of the Florida Statutes; and
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW THEREFORE, BE IT KNOWN that the Town of Golden Beach, Florida and the City of Miami Beach, Florida, in consideration for mutual promises to render valuable aid in times of

necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this Cooperation Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893 of the Florida Statutes, backup services during patrol activities, and interagency task forces and/or joint investigations as set forth pursuant to, and under the authority of Chapter 23 of the Florida Statutes.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

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

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

The following procedures will apply in mutual aid operations:

1. Mutual aid requested or rendered will be approved by the Chief of Police, or his/her designee.
2. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency, or directors involved.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police or his/her designee, shall notify the Chief of Police or his/her designee from whom such assistance is requested. The Chief of Police or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

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

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, **HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.** Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including but not limited to a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph, is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter and such encounter results in a breach of the peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means to deal with disasters, emergencies, and other major law enforcement problems. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the

continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

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

SECTION V: CONFLICTS

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

SECTION VI: HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Cooperation Agreement, the Chief of Police or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

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

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

SECTION VII: LIABILITY

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

SECTION VIII: POWERS, PRIVILEGES, IMMUNITIES AND EXPENDITURES

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

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

(c) A party that furnishes equipment pursuant to this Cooperation Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

(d) The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

(e) To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

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

(g) Should the City of Miami Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Golden Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

(h) Should the Town of Golden Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Miami Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

- (i) The parties acknowledge that the City of Miami Beach and the Town of Golden Beach are authorized to pursue property seized pursuant to the Florida Contraband Forfeiture Act. Each party shall have exclusive authority to initiate forfeiture proceedings originating in its respective jurisdiction under the Florida Contraband Forfeiture Act for any matters which arise from a mutual aid event that is covered by this Cooperation Agreement. Each respective party, upon successfully prosecuting a forfeiture action, shall equitably share in those proceeds seized and forfeited, as acceptable to the Chief of Police of the City of Miami Beach and the Chief of Police of the Town of Golden Beach.

SECTION IX: INSURANCE

Each party shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION X: EFFECTIVE DATE

This Cooperation Agreement shall take effect upon execution and approval by both parties and shall continue in full force and effect until December 31, 2024. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION XI: CANCELLATION

Either party may cancel its participation in this Cooperation Agreement at any time upon delivery of written notice to the other party.

In witness whereof, the parties hereto cause to these presents to be signed on the date specified.

AGREED TO AND ACKNOWLEDGED this ____ day of _____, 2019.

CITY OF MIAMI BEACH, FLORIDA

TOWN OF GOLDEN BEACH, FLORIDA

RICK CLEMENTS
CHIEF OF POLICE



RUDY HERBELLO
CHIEF OF POLICE

Date: _____

Date: 9/20/2019

JIMMY L. MORALES
CITY MANAGER

ALEXANDER DIAZ
TOWN MANAGER

Date: _____

Date: _____

ATTEST:

RAFAEL E. GRANADO
CITY CLERK

LISSETTE PEREZ
TOWN CLERK



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

5

Subject: Resolution No. 2648.19 – Approving Issuance of a Request for Proposals (RFP) for the New Town Civic Center, Including Design Criteria.

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2648.19 as presented.

Background:

In April of 2018 we began having a conversation with our Residents and Stakeholders about the possibility of developing a new Civic Center. At that time, the Town Council decided to table all discussions, instructing the Administration to “rethink” our goals and expectations. We immediately started to work diligently on the project exploring designs, possible features, and other considerations. Some points that we held as guiding principles for the new plan were:

- Utilizing the existing Budget, no passing along of any new costs to Residents (no tax increase or assessments).
- Keeping the Civic Center design scaled appropriately to a Community our size.
- Using the Project as a way to offer additional amenities to our Residents.
- And exploring the possibility of repurposing the site of the current Town Hall into a maintained green space or new amenity.

The idea of a Civic Center was replaced altogether and the **Civic Center Complex Masterplan** was created. The idea is to create an area in Town where true civic enjoyment is at the cornerstone of building community.

Elements of the Civic Center Complex Master Plan consists of:

- The Construction of a New Town Hall with the site
- The Enhancement of Tweddle Park
- The Addition of Parking
- The Renovation/Conversion of the Existing Town Hall Building

Our goal has been to draft a Design Criteria that ties these elements into one Design/Build Project. The benefit of a Design/Build project is that it guarantees a maximum price. That is, that the successful bidder must deliver all of the elements called for in the Design Criteria without surpassing the stipulated price.

Many in our community have asked, why not design a facility and then go out to bid. The simple answer – FUNDING. .

Our objective is to deliver all of the elements listed within the Design Criteria for a total project cost of 5.2 million dollars.

We are asking that you approve the attached Request for Proposals and the Design Criteria for our Civic Center Complex Masterplan.

At the October meeting the Council will be asked to appoint members to a selection committee who will be tasked with reviewing all of the proposals and ranking them for consideration. This committee will be comprised of members of the community, an employee, and the Procurement Director of a local municipality.

Attached is a proposed timeline for this undertaking.

Fiscal Impact:

We have set the Budget for this project at 5.2 Million Dollars distributed in the following manner:

- \$1.2 – million General Fund Balance
- \$2.0 – million Forfeited Assets Funds
- \$2.0 – million Loan secured by a covenant to budget




TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: September 26, 2019

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz, 
Town Manager

Subject: Civic Center Preliminary Planning Schedule

As we continue to further the goals and objectives of our Civic Center Complex Masterplan, below is a VERY preliminary planning schedule.

2019:

April	Provide Preliminary Design Criteria to Town Council
May	Council Comments/Feedback due to Administration
May	Prepare Boiler Plate Bid-Documents
September 26	Council Approval of Final Bid Documents and Design Criteria
October 4	Release Request for Proposals (Bid)
October 29	Mandatory Pre-Bid Meeting
December 6	Request for Proposals (Bid) due by noon
December 11/12	Oral Presentations
December 18	Selection Committee Scoring

2020:

January	Council Approves Successful Respondent
February	Final Negotiations on Design
July	Final Construction/Permit Set Required
August	Ground Breaking

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2648.19

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR A DESIGN-BUILD PROJECT FOR THE NEW TOWN CIVIC CENTER, INCLUDING THE APPROVAL OF DESIGN CRITERIA FOR THE CIVIC CENTER COMPLEX MASTERPLAN PROJECT.

WHEREAS, the Town Administration has been developing a Request for Proposals (RFP) for a Design-Build Town Hall Project and has been developing the Design Criteria for the Civic Center Complex Masterplan; and

WHEREAS, the Administration is prepared to issue the RFP which includes the Design Criteria specifications; and

WHEREAS, the Administration is asking for approval to issue the RFP, with the Design Criteria as specified.

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 are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Proposal. The Town Council hereby approves the Request for Proposals for a Design-Build Project as part of the Civic Center Complex Masterplan, and accepts all elements as described for the Design Criteria.

Section 3. Implementation. The Town Manager is hereby authorized to release the Request for Proposals with the approved Design Criteria.

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

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

Mayor Glenn Singer	_____
Vice Mayor Kenneth Bernstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Bernard Einstein	_____

PASSED and **ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 26th day of September, 2019.

MAYOR GLENN SINGER

ATTEST:

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

REQUEST FOR PROPOSALS

DESIGN-BUILD FOR NEW TOWN CIVIC CENTER

RFP #2019-01

RESPONSES ARE DUE NO LATER THAN

November ____, 2019 (EST)

AT

**TOWN OF GOLDEN BEACH
OFFICE OF THE TOWN CLERK
TOWN HALL
1 GOLDEN BEACH DRIVE,
GOLDEN BEACH, FL 33160**

The responsibility for submitting a response to this solicitation at the Office of the Town Clerk on or before the stated time and date will be solely and strictly the responsibility of the proposer. The Town of Golden Beach will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Contact Person: Lissette Perez, CMC
Email: LPerez@goldenbeach.us • Phone: (305) 305-932-0744 • Fax: (305) 932-1598

NOTICE OF REQUEST FOR PROPOSALS #2019-01

The Town of Golden Beach, Florida (the "Town") is requesting competitive proposals from qualified and experienced Design-Build Firms ("Firms") to provide comprehensive design-build services for a new Town hall/civic center to be located at ____ Ocean Boulevard, Golden Beach, Florida.

Please submit an original proposal, one (1) CD or USB Flash Drive and five bound (5) copies in response to this Request for Proposal (this "RFP"). The Proposals are to be submitted in a sealed envelope bearing the name of the Proposer, and the address as well as the title of the RFP no later than ____ p.m. local time, November ____, 2019. Address your Proposal to the Town of Golden Beach, Office of the Town Clerk, 1 Golden Beach Drive, Golden Beach, Florida 33160. Please clearly mark Proposals:

RFP No. 2019-01
Design-Build Services for
New Civic Center

The Town's tentative schedule for this RFP is as follows:

Issue Date:	September ____, 2019
Cut- off Date for Questions:	____, 2019
Submission Deadline	November ____, 2019
Opening of Proposals:	____, 2019
Proposals Evaluations:	____, 2019

A 100% Performance Bond and a ____% Bid Bond is a requirement of this RFP.

The Town reserves the right to delay or modify scheduled dates and will notify potential Proposers of all changes in scheduled dates.

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held on, **October ____, 2019 at 11:00 am** at the Town of Golden Beach, Town Hall, 1 Golden Beach Drive, Florida 33160. Firms are requested to bring this RFP document to the conference, as additional copies will not be available.

Copies of this RFP Document may be obtained by contacting Lisette Perez at lperez@goldenbeach.us or calling 305-932-0744 and request Document No. 2019-01.

The Town reserves the right to reject any or all Proposals with or without cause; to waive any and all irregularities with regard to the specifications and to make awards in the best interest of the Town.

We look forward to your active participation in this competitive solicitation process.

Sincerely,

Alexander Diaz, Town Manager

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EXHIBITS

Exhibit 1	Design-Build Criteria
Exhibit 2	Design-Build Agreement
Exhibit 3	Aerial Photograph
Exhibit 4	Price Proposal Form (Contract Price)

Required Forms

The following forms are attached to this RFP and are required to be submitted with the Proposal.

Form 1	Title Page of Response
Form 2	Public Entity Crimes and Conflicts of Interest
Form 3	Non-Collusion Affidavit
Form 4	Statement of Organization
Form 5	Drug Free Workplace
Form 5	Disclosure of Sub-Contractors
Form-6	Bid Bond
Form 7	Performance Bond
Form 8	References

SECTION 1. INTRODUCTION

The Town has issued this RFP to solicit competitive proposals from one single administrative entity ("Firm" or "Proposer" or "Design-Builder") responsible for full design and construction under one contract of a new civic center for the Town (the "Civic Center"), where services are within the scope of practice of architecture, landscape architecture, professional engineering and construction contracting.

1.1 The Civic Center

The Civic Center will consist of a new administration building that will contain the Town Administrative offices (Building & Zoning, Town Clerk, Finance, Human Resources, etc.), facilities for the Town Police Department, a Town Council Chambers, common community rooms and an emergency operations center. This building will be built on a portion of a larger tract of land legally described in the Design Criteria described in Section 1.2 below and made part of this RFP.

Additionally, the Civic Center project will include the complete rehabilitation and conversion of the Town's existing administrative, police and public works facilities located at 1 Golden Beach Drive. When completed, the rehabilitated facilities shall be used for recreational purposes and equipment storage for the Town's Public Works Department.

Finally, the project will include the reconfiguration and site modifications to all the immediately surrounding open areas owned by the Town, including enhanced outdoor recreational facilities, parking areas as well as vehicular and pedestrian pathways.

The entirety of the work is referred to in this RFP as the "Project". A proposed Site Plan showing the entire Project is shown below.

[INSERT SITE PLAN]

1.2 Design-Build Criteria

The Town has completed an extensive process with the help of engaged design professionals to develop a comprehensive program of what will be included within the Civic Center and details of each component, including but not limited to interior space requirements, material quality standards, conceptual design materials, cost and budget schedules and design construction schedules. The result of that work is a comprehensive report containing the design criteria for the Project. That report is attached as **Exhibit 1** to this RFP and referred to as the "Design Criteria".

1.3 Budget and Bonds

1. The Project's maximum budget is five million dollars (\$5,000,000) including all contingencies.

2. Performance and Payment Bonds shall be provided by the Design-Builder as specified in this RFP. The tentative terms and conditions in this regard are as follows: within ten (10) business days after award of the Contract by the Town, the Design Builder shall provide the Town with Performance and Payment Bonds in the amount of 100% of the total sum of the Contract Price, the costs of which and all associated costs including recording fees are to be paid by the Design-Builder and are to be part of the Contract Price.

1.4 Design-Build Contract

The Town will enter into a negotiated contract ("Design-Build Agreement" or "Contract") with the successful Proposer for a Contract Price for the Work. The terms and conditions of the contract are fixed price and fixed time. The Design-Builder's submitted Proposal is to be a lump sum for completing the Scope of Work in this RFP. The Design-Builder will provide a Schedule of Values to the Town for their approval. The total of the Schedule of Values will be the lump sum Contract Price for the Work. The Contract will be substantially in the form and substance as the Design-Build Agreement attached to this RFP as **Exhibit 2** to this RFP.

SECTION 2 SCOPE OF WORK

2.1 Background / Existing Conditions

All Town operations are currently conducted out of several buildings/structures located at 1 Golden Beach Drive, Golden Beach. These facilities are functionally obsolete and insufficient to provide a proper level of service to the Town residents. See aerial photograph attached as **Exhibit 4** to this RFP. As part of the Project, these existing facilities will be converted to alternate uses. The current Town Hall building will house a gym and a small rooftop event area, while the smaller building will be used primarily by the Public Works Department for equipment storage.

2.2 Site Investigation

1. Prior to the submittal of any Proposal, the Design-Builders shall be required to visit the Project site and to acquaint themselves with existing conditions, flooding/existing drainage issues, adjacent facilities, existing utilities (above and underground)], measurements, etc.

2. Design-Builder agrees that the price specified on Price Proposal Form ("Contract Price") in **Exhibit 4** herein is based on the Design-Builder's examination of the site and that no claim for additional compensation shall be made if the conditions encountered differ from those anticipated by such examination.

3. The Design-Builder shall examine available boring data, reports and record drawings, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid on their own opinion of the conditions likely to be encountered and necessary for the Project. The submission of a Proposal is prima facie evidence that the Design-Builder has made an examination as described in this provision.

4. By execution of the Design-Build Contract, the Design-Builder specifically

acknowledges and agrees that the Design-Builder is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Builder and that any information from the Town is being provided merely to assist the Design-Build Firm in completing adequate site investigations. Notwithstanding any other provision in the Contract Documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the information.

2.3 Description of Work

The Design-Builder will be responsible for all aspects of the designing, permitting, managing and construction of the Project. This includes but is not limited to the following:

1. The Design-Builder shall be responsible for all design work, including but not limited to architectural, structural, mechanical, electrical, plumbing and landscape required for the permitting and construction of the Project (the "Plans and Specifications" or "Contract Documents"). The Design-Builder shall be responsible for developing the Plans and Specifications and obtaining approval from all permitting and regulatory agencies having jurisdiction on this Project prior to commencement of any work.

2. The Design-Builder shall provide all the labor, materials, supplies, services, supervision, equipment and expertise to develop Plans and Specifications for the Project. The Design-Builder shall furnish Plans and Specifications that comply with all applicable codes, including but not limited to the latest edition of the Florida Building Code.

3. The Design-Builder shall furnish signed and sealed Plans and Specifications for the Project. The Plans and Specifications must be sealed by a Registered Architect and Professional Engineers, as appropriate for the various disciplines, licensed to practice in Florida per the requirements of Chapter 481 or Chapter 471, Florida Statutes.

4. The Design-Builder shall provide an electronic copy of the final approved Design Documents in both CADD and PDF formats and the specifications in Word format to the Town. The Design-Builder shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats and the specifications in Word Format to the Town. The Design-Builder shall also provide photo documentation of construction progressions, including but limited to, monthly photographs of the entire site, specific site works (paving, grading, drainage, and landscaping), buildings, recreational areas, pavilions, and details of Mechanical, Electrical and Plumbing (MEP).

5. The Design-Builder shall coordinate all utility relocation and hook-ups with the utility companies. This will include a water and sewer connection with connection fees being paid for by the Town. The Design-Builder shall provide to the Town any FP&L required easement survey and legal description and any other required easements survey and legal description required of the Town for the Project.

6. The Design-Builder shall demonstrate good project management practices while working on this Project. These include communication with the Town and others as necessary, management of time and resources, and documentation.

7. The Design-Builder shall be responsible for regularly removing and disposing of all demolition material and debris and the pump out of any toilets.

8. The Design-Builder shall submit a Project schedule for Town Approval, which supports the established contract duration submitted as part of the Proposal. After notification of award and as a condition precedent to executing the Contract, prior to the start of any work, the Design-Builder shall submit their preliminary construction Schedule to Town for approval which shall be consistent with the Schedule in its Proposal. The Schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the Project, including estimated starting and completion dates of various activities, design phase, procurement of materials, scheduling of equipment, and construction phase with a level of detail commensurate with the level of detail in the Proposal.

9. Review and/or approval by the Town or its representative of the Plans and Specifications or schedules shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings or schedules will not relieve the Design-Builder of the responsibility for any errors and/or omissions which may exist. Design-Builder shall be responsible for the dimensions and design of adequate connection, detail, and satisfactory performance of the Work. Design-Builder shall deliver to Town all necessary building components for a complete facility as designed and approved.

10. The Design-Builder shall obtain all necessary permits from the Town, the State of Florida, Miami-Dade County Fire, Miami-Dade County DERM, Miami-Dade County Water and Sewer and/or any other permits required for the Project consistent with the design and construction proposed by the Design-Builder. The successful Firm shall be responsible for the full payment of all permit fees (including County impact fees) to authorities having jurisdiction, except a Town Building Permit, which fee shall be waived. The Design-Builder will be responsible for preparing designs and proposing construction methods that are permissible. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Builder, and will not be considered sufficient reason for time extension. As the permittee, the Town is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

11. The Design-Builder Shall submit to Town the design notes and calculations to document the design conclusions reached during the development of all the Plans and Specifications. The design notes and calculations shall be recorded in eight and one-half inches by eleven inches (8.5 x 11") sheets, fully titled, numbered, dated, indexed and signed by the designer and checker.

12. After the Town accepts the final Plans and Specifications, the original set plus one record set shall be furnished to the Town. The Design-Builder shall signify, by affixing an endorsement (seal/signature appropriate) on every sheet of the record set, that the record set, that the work shown on the endorsed sheets was produced by the Design-Builder or its sub-

contractor serving as the Engineer/Architect of Record. The original set of plans shall have the title block placed on each sheet, where approval may be a facsimile signature for each sheet within the plans, with an original signature placed in the key map.

13. All drawings, specifications, and other documents furnished to perform work shall remain the property of the Town.

14. The Design-Builder will warranty all items that were designed and constructed as new, or rehabilitated as part of this Project for a minimum period of two (2) years from the date of Town's final acceptance of completion of the Project ("Final Completion"). This includes, but is not limited to, the design of and all landscaping, plumbing system and components, electrical systems and components, mechanical systems and components, windows, structural systems, playground equipment (if any) and surfacing and lighting.

SECTION 3 SELECTION PROCESS / CONDITIONS

3.1 Contact Person / Clarifications

Questions regarding this RFP should be directed in writing by email, to the Town Manager at ADiaz@goldenbeach.us. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers.

Proposers requiring clarification or interpretation of the RFP must submit them via e-mail on or before 5:00 pm, EST **on October __, 2019**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers.

If it becomes evident that this RFP must be amended, the Town will issue a formal written addendum to all known prospective Proposers. If necessary, a new proposal opening date may be established by addendum.

3.2 Pre-Proposal Conference

A **mandatory** pre-bid conference will be held on October __ at 11:00 am at Town Council Chambers, 1 Golden Beach Drive, Golden Beach, FL 33160 to discuss this RFP.

Attendance at the pre-proposal meeting is mandatory. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed Project, answer questions on the design and construction criteria, CPM Schedule, method of compensation, instructions for submitting proposals, and other relevant issues. In the event that any discussions or questions at the pre-proposal meeting require, in the Town's opinion, official additions, deletions, or clarifications of this RFP, the Design Criteria, or any other document, the Town will issue a written summary of questions and answers or an addendum to this RFP as the Town determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the Town.

3.3 Minimum Qualifications

To be eligible to respond to this RFP, the Proposer must demonstrate sufficient capacity, resources and experience to provide the design-build services and must be licensed under Florida Statutes 481, 471 and 489. Any Proposer that fails to meet all the following minimum criteria shall be noted as “non-responsive” and will not be evaluated/scored.

1. At a minimum, the Proposer shall be licensed to do business in the State of Florida. Firms must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of the submission of the Proposal.

2. To be determined responsive, firms must be licensed, bonded and insured as required by the State of Florida.

3. Two or more Firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18. If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal. The Proposal shall clearly identify who will be responsible for the design, engineering, quality control, environmental and geotechnical and construction portions of the Work.

4. Firms must have completed at least one (1) Design-Build project similar in size and nature within the past five (5) years.

5. The Design-Build Team must have worked together and completed at least one (1) project as a team.

3.4 Selection Process

A committee of up to five (5) members appointed by the Town Mayor shall meet to review the responses to this RFP for compliance with the requirements and provide an objective evaluation of all Proposals (the “Committee”). The Committee will be comprised of design and construction professionals and Town personnel with the appropriate experience and/or knowledge. Referrals will also be made to the design criteria professional. The Committee's initial evaluation of Proposals shall be on the basis of the specific Project need and the professional services offered by the Respondent in accordance with those criteria listed below.

Criteria will be scored on a scale of “0” to “100” per Committee evaluator with the maximum number of points available for each criterion as noted in this Section 3. The total maximum number of points to be scored under this process is 100. Scoring is based on a point total per Committee evaluator and not a percentage.

Proposals will be evaluated based on the following criteria:

PART I

The Qualifications, Technical and Price Proposals of the Design-Builder are intended to provide information regarding the qualifications of interested Firms to perform design-build services. The Committee will evaluate the Firms and will short-list the top three (3) teams based on the

Evaluation Criteria indicated below:

Criteria	Points
<i>Contractor's Qualifications</i> Company's Related Experience (special expertise) Project Managers Related Experience	15 points
<i>Designer's Qualifications</i> Company's Related Experience (special expertise) Project Managers Related Experience	15 points
Project Design Concept	25 points
<i>Methodology / Approach</i> Project Management Plan	20 points
<i>Price Proposal</i>	15 points
<i>Oral Presentation</i>	10 points
TOTAL	100 points

PART II

Recommendation. The Committee shall rank the qualified Proposers with a recommendation to the Town Council on the highest ranking Firm. The final decision to award the Contract will be made by the Town Council, without being bound by the recommendation/ranking.

3.5 PROPOSAL CONDITIONS

1. Non-Responsive Proposals

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

2. Waiver of Irregularities

The Town may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not material substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Town's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

Preliminary design submittals may vary from the requirements of the Design Criteria. The Town, at their discretion, may elect to consider those variations in awarding points to the proposal rather than rejecting the entire Proposal. In no event will any such elections by the Town be deemed to be a waiving of the Design Criteria.

The Proposer who is selected for the Project will be required to fully comply with the Design Criteria for the price bid, regardless that the Proposal may have been based on a variation from the Design Criteria.

Proposers shall identify separately all innovative aspects as such in the Technical Proposal. Innovation should be limited to Design-Builder's means and methods, approach to Project, use of new products, new uses for established products.

Those changes to the Design Criteria may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Proposals.

3. The Town Options

The Town may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive the Contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the Town.

The submittal of a Proposal will be considered by the Town as constituting an offer by the Proposer to provide the services described in this RFP.

4. Rules, Regulations, and Requirements

All Firms shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or Town government applicable to submitting a response to this RFP and to providing the services described herein.

5. Change of Proposal

Any Proposer, who desires to change his/her Proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and the RFP #2019-01 shall appear on the envelope.

6. **Withdrawal of Proposal**

A Proposal may be withdrawn prior to the date and hour of the Proposal opening. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of one hundred and eighty (180) days after the date of the Proposal opening, to provide the proposed design-build services.

7. **Modifications of Proposal**

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

3.6 **Insurance - General Insurance Requirements**

Respondents must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

1. Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - \$1,000,000
2. Fidelity / Dishonesty Coverage - \$500,000 per occurrence
3. Professional Liability (Errors and Omissions) Insurance –
 - \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible
 - Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
 - For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
4. Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
5. Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The successful Proposer must submit, prior to signing of contract, among other things, a Certificate of Insurance including the Town of Golden Beach as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of Contract.

3.7 **Performance and Payment Bond**

The successful Firm will be required to furnish to the Town of Golden Beach, a Performance

Bond and Payment Bond for 100% of the Contract Price to be in the form of a cashier's check, made payable to the Town of Golden Beach; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 255.05; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Contract, and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful Design-Builder.

3.8 Contract Negotiations

The Design-Build Agreement shall be substantially in the form and substance attached as **Exhibit 2**. The Design-Builder's Contract Price shall be a Lump Sum price for the Project. Notwithstanding, the Town, at its sole and absolute discretion, may elect not to award any contract. Additionally, work shall be started no later than the date indicated on the Notice to Proceed, and all work shall be completed within 540 days.

3.9 Prices Shall Be Fixed and Firm for Term Of Contract

If the Respondent is awarded the Contract under this RFP, the prices quoted by the Firm shall remain fixed and firm during the term of the Contract.

SECTION 4 PROPOSAL FORMAT

Firms should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 ½" X 11" pages, neatly typed with normal margins and spacing. **WILL THERE BE A PAGE LIMIT?** All documents and information must be fully completed and signed as required. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for evaluation.

Please submit an original proposal, one (1) CD and five (5) bound copies in response to this RFP. Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner.

The Proposal shall be written in sufficient detail to permit the Town to conduct a meaningful evaluation. The Proposal must include the following information:

4.1 Mandatory Submittal Requirements

Label Each Section as Numbered

Firms shall submit a Proposal in a bound format which shall include but not limited to the following:

1. Title Page
Show the name of Proposer's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "**Design-Build for Civic Center RFP #2019-01**"

2. Statement acknowledging receipt of each addendum issued by the Town (if applicable).
3. All Required Forms provided by the Town beginning on Page ____.
4. Statement of Interest/Introduction, up to two (2) pages of interest and summary of the Proposal.
5. Statement of Qualifications and Experience of the submitting person(s)/firm(s) that will provide the services. THIS SECTION MUST INCLUDE:
 - a. **Team and Past Experience**
 - i. Provide experience in specifying design-build services as a team as indicated in this proposal.
 - ii. Include at least two (2) professional Team (Design-Builder) reference from current or past clients (within five years). Client cannot be the Town of Golden Beach (**Use Form A-14 – Reference Form as a reference for information that is required**). *The Design-Build Team must have worked together and completed at least one (1) project as a team.*
 - iii. Include at least three (3) professional references from any team/firm member from current or past clients (within five years) Client cannot be the Town of Golden Beach. (**Use Form A-14 – Reference Form as a reference for information that is required**).
 - iv. Firms should submit any information they deem appropriate for evaluation of past performance with projects similar in nature to the one under consideration by the Town (not to exceed three (3) pages).
 - b. The Design-Builder must identify all design and construction disciplines and specialty consultants the Design-Builder intends to employ in the design of this Project and experience working together on other design-build projects.
 - i. List each firm, sub-consultant, area of responsibility and the corresponding principal in charge. For each firm, the Design-Builder must give recent (completed within 5 years) design and construction experience examples of similar projects including projects that involve design, permitting and/or construction. *(5 single sided pages maximum).*
6. Provide resumes of the proposed Design-Builder's Lead Project Manager overseeing design and construction. Include their related work experience, qualifications, and copies of active licenses and certifications as required. Include the length of tenure with the Firm. Also, indicate the percentage of time these individuals will be devoted to the Project. **All proposed Project Managers must**

be committed for the duration of the Project and must have the Town's approval prior to replacement.

7. Provide resumes of the proposed Design Team's Project Manager. Include their related work experience, qualifications, and copies of active licenses and certifications as required. Include the length of tenure with the Firm. Also, indicate the percentage of time these individuals will be devoted to the Project. ***All proposed Project Managers must be committed for the duration of the Project and must have the Town's approval prior to replacement.***
8. Provide resumes of the proposed Construction Team's Project Manager. Include their related work experience and qualification to include experience with environmentally challenged land and copies of active licenses and certifications as required. Include the length of tenure with the Firm. Also, indicate the percentage of time these individuals will be devoted to the Project. ***All proposed Project Managers must be committed for the duration of the Project and must have the Town's approval prior to replacement.***
9. Provide resumes of the proposed staff that will provide services to the Town. Include their related work experience, qualifications, and copies of all required and relevant certifications. Include the length of tenure with the Firm. Also indicate the percentage of time these individuals will be devoted to the Project. ***(2 –single sided pages maximum for each individual)***

Firms must be properly registered to practice their profession in the State of Florida at the time of responding to this RFP.

10. Business Structure
 - a. Provide a brief introduction narrative letter highlighting the legal nature of the organization and number of years in existence and location.
 - b. Corporations, Joint Ventures or Partnerships – Submit a copy of the State of Florida Department of State records indicating when the corporation was organized, corporation number. If the Firm is a joint venture, an executed copy of the joint venture agreement must be submitted with the proposal. Percentages of participation of fees must be clearly stated for each joint venture partner.
 - c. Include copies of all active professional licenses and certification held by the Firm under Florida Law to provide the required services.
 - d. Include proof of the required insurance.
 - e. Include proof of performance and payment bond.
 - f. Provide a statement certifying that the Firm is financially stable and have the necessary resources, human and financial to provide the Design-Build services required.

11. Methodology, Transition & Approach

a. Approach & Understanding: Provide a statement of the firms understanding of the Project and methodology and approach to managing the Project. Include a plan and time frame for completing the specified work.

b. Innovativeness: Provide a conceptual design for the proposed Project. Include design, construction, planning, coordination, scheduling, maintainability and any other areas that utilize new or time saving techniques to accomplish the work in a timely manner without sacrificing quality.

12. Price Proposal

A total Price Proposal (proposed "Contract Price") shall be submitted on the "**PRICE PROPOSAL FORM** in **Exhibit 4** – Price Schedule breakdown shall consist of a lump sum, fixed fee amount. The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Design Build Firm in implementing, fulfilling and completing all aspects of the Design-Build Project. The information must include but is not limited to, the design, plans approval, permitting, construction and activation of the Project in accordance with the requirements set forth in this RFP and the requirement of any and all agencies or organizations having jurisdiction for project review, permit approval or the design, construction, occupancy, activation, use or operation of the Project, or use of the property on which the Project is located.

The Price Proposal, in addition to all direct costs and expenses, shall include all other indirect costs and expenses including but not limited to, such costs as the Design- Builder's general, administrative and overhead costs, project management and supervisory costs, all fees, changes and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

EXHIBITS

DRAFT

Exhibit 1
Design-Build Criteria

DRAFT

Exhibit 2
Design-Build Agreement

DRAFT

Exhibit 3
Aerial Photograph

DRAFT

**Exhibit 4
PRICE PROPOSAL FORM**

RFP #2019-01 DESIGN-BUILD FOR NEW TOWN CIVIC CENTER

DESIGN	
Design Development	\$
Permitting	\$
Construction Administration	\$
Total Design Cost	\$

CONSTRUCTION	
General Conditions	\$
Shell of New Building	\$
Framing Windows, Doors, Etc.	\$
Finishes and Equipment	\$
Rehabilitation of Existing Buildings	\$
Site Work and Landscaping	\$
Total Construction Cost	\$

TOTAL BID - Design & Construction Costs (proposed "Contract Price")
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> (IN WORDS)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; align-items: center; justify-content: center;"> \$ </div> (FIGURES)

1. The price listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of the design-build services and product requested by the Town.

2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of

one hundred and eighty (180) days from the deadline for receipt of the Proposals to allow for the execution of the Contract.

3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

Name: _____
(Please Print)

Offeror Signature: _____

Title: _____

Date: _____

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SECTION 5.0

Forms

The following forms are required to be submitted with this RFP.

Form 1	Title Page of Response
Form 2	Public Entity Crimes and Conflicts of Interest
Form 3	Non-Collusion Affidavit
Form 4	Statement of Organization
Form 5	Drug Free Workplace
Form 6	Disclosure of Sub-Contractors
Form 7	Bid Bond
Form 8	Performance Bond
Form 9	References

FORM 1 – TITLE PAGE



TOWN OF GOLDEN BEACH

PROPOSAL CONTACT PERSON INFORMATION

RFP #2019-01

Design-Build Services for a Civic Center

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the Town may contact for any questions or provide any correspondence related to this RFP.

LEGAL NAME OF PROPOSER(S) _____

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER _____

MAILING ADDRESS: _____

CONTACT NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME & TITLE: _____

FORM 2 – PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

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FORM 3 – NON-COLLUSION AFFIDAVIT

DRAFT

FORM 3 – STATEMENT OF ORGANIZATION

DRAFT

FORM 4 – DRUG FREE WORKPLACE

DRAFT



Concept Rendering

DC 01	Project Design Criteria	2
DC 02	Site Areas & Program Requirements	3
DC 03	Additional Criteria	11
DC A	Substructure Criteria	11
DC B1	Superstructure Criteria	12
DC B2	Exterior Enclosure & Impact-Resistance Criteria	12
DC B3	Exterior Doors Criteria	12
DC B4	Roofing Criteria	13
DC C0	Interiors Criteria	13
DC C1	Interior Doors Criteria	13
DC C2	Interior Finishes Criteria	13
DC C3	Information Fixtures Criteria	13
DC C4	Storage Fixtures Criteria	14
DC C5	Window Treatment Criteria	14
DC C6	Fixed Seating Criteria	14
DC D0	People-Moving Equipment Criteria	14
DC D1	Fire Suppression Criteria	14
DC D2	Plumbing Criteria	15
DC D3	HVAC Criteria	15
DC D4	Electrical Criteria	16
DC D5	Communications Criteria	17
DC D6	Electronic Safety and Security Criteria	17
DC E1	Equipment Criteria	17
DC E2	Furnishings Criteria	17
DC G1	Site Criteria	17

DC 01 Project Design Criteria

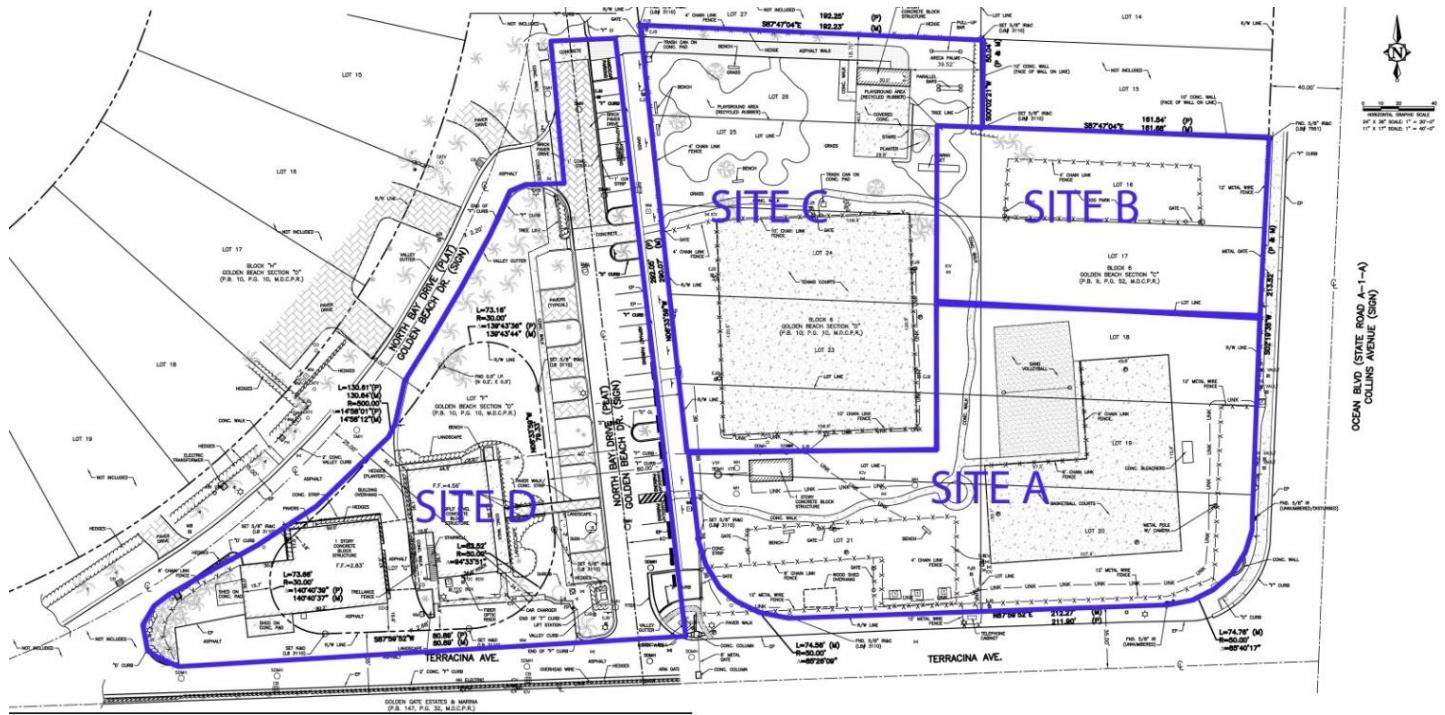
The Town of Golden Beach intends to utilize best design and building construction practices to accomplish the goals of this project, expects the Design-Builder to proactively address risks and challenges in the process and participates in improvement activities to achieve project success. The Town also expects to work with the Design-Builder to devise and implement appropriate processes for this project that will maximize efficiency, overall quality, budget and schedules. The project team shall deliver a “turn-key” Design + Build proposal for the site investigations and design including but not limited to survey of existing infrastructure, existing structures, site preparation/excavations (findings based geotechnical reports), renovations, permitting & construction of a new building.

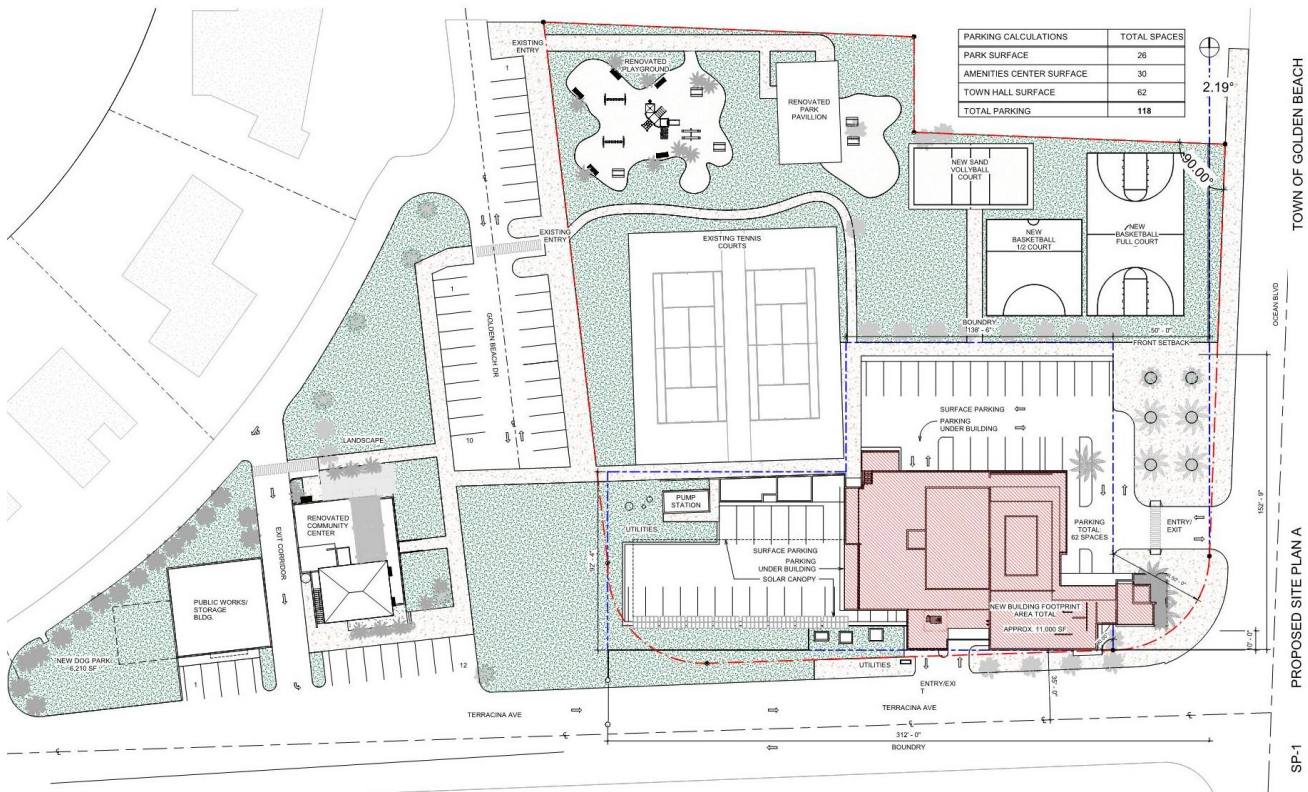
The Town’s design and construction goals for the new Civic Center include:

1. Utilize a prototype design to provide the Town with a new facility that incorporates the necessary program elements adequate to prepare, operate, house and maintain a high-quality workforce.
2. Complete the project in a timely fashion without undue delays and within the Town’s funding resources available for the project.
3. Incorporate high performance, energy efficient HVAC, plumbing, electrical, exhaust, mechanical, security and fire alarm systems and controls that will allow all staff to work in a safe, comfortable, operational facility.
4. Design a facility that takes into consideration energy efficiency / conservation, energy management, energy use monitoring and life cycle cost savings while incorporating environmentally responsible building practices in compliance with the FBC, NFPA, OSHA, and ADA requirements.
5. Design and construct a facility that responds to the City’s maintenance resources and long-term maintenance funding by minimizing operating and maintenance cost, maximizing energy efficiency and utilizing efficient ground maintenance.

DC 02 Site Areas & Program Requirements

The property to be redeveloped by the design-build Architect/Engineer (A/E) consists of multiple sites as shown below.

EXISTING SITE SURVEY

PROPOSED CONCEPTUAL SITE PLAN

Site A: This shall be the proposed site of the new Civic Center building and additional grade level parking. The building shall be positioned in a location that would maintain existing utility locations. Determining new points of access off the roads shall be carefully coordinated with existing utility conditions a FDOT recommendations. The existing vehicular security entry gate on Terracina Avenue, shall remain as a private resident entrance/exit. Modifications to gate as proposed by design team. The new parking within this site shall have a perimeter fencing that will secure sites B, C & D from public access. There shall be (2) pedestrian gates providing resident access from the vehicular entry gate on Terracina. The other gate should be from the grade parking under the building to the park areas. These gates shall be controlled by a security fab system only for resident use. The parking intended for the town hall shall have hours of operation (no weekend parking) and shall be controlled by security gates. The new grade parking layout shall be designed to maximize the number of parking spaces while accounting for superstructure. Ground level requirements must include enough area for Police large evidence i.e. bikes, equipment storage. In addition, there must be a dedicated area for a diesel storage tank for generator use during an emergency. Refer to section DC 99 Additional Criteria & Schematic Floor Plans.

The MIMO style of architecture is preferred aesthetic of the town. The building shall be elevated, and contain all departments servicing the town, a multi-use space, storage, and a bunker/EOC. The building shall have (3) levels (P Parking, Level 2, & Level 3). Lot coverage for the building is not to exceed approximately 6,000 square feet. The main interior egress access stair #1, stair #2 (can be open air), and the elevator lobby (compliant with ambulatory requirements) shall provide vertical accessibility to the (2) levels above.

The new points of entry from the street are recommended from both Ocean Blvd. and Terracina Avenue. These new access points are intended to provide security to the town by diverting all outside traffic off Golden Beach Drive. Currently, all public access enters through The Strand. Parking and access road modifications shall comply with FDOT; local parking dimension and roadway clearance requirements. See conceptual site plan.

Site B: The relocated paved Basketball courts shall be constructed to the FIBA standard, allowing 1% slope for drainage. The sun should ideally be in a lateral position with respect to the main axis of the court. North/South orientation of the main axis is recommended. The new location for the courts (1 basketball full court, 1 basketball half-court, Pickleball court) shall be within site B.

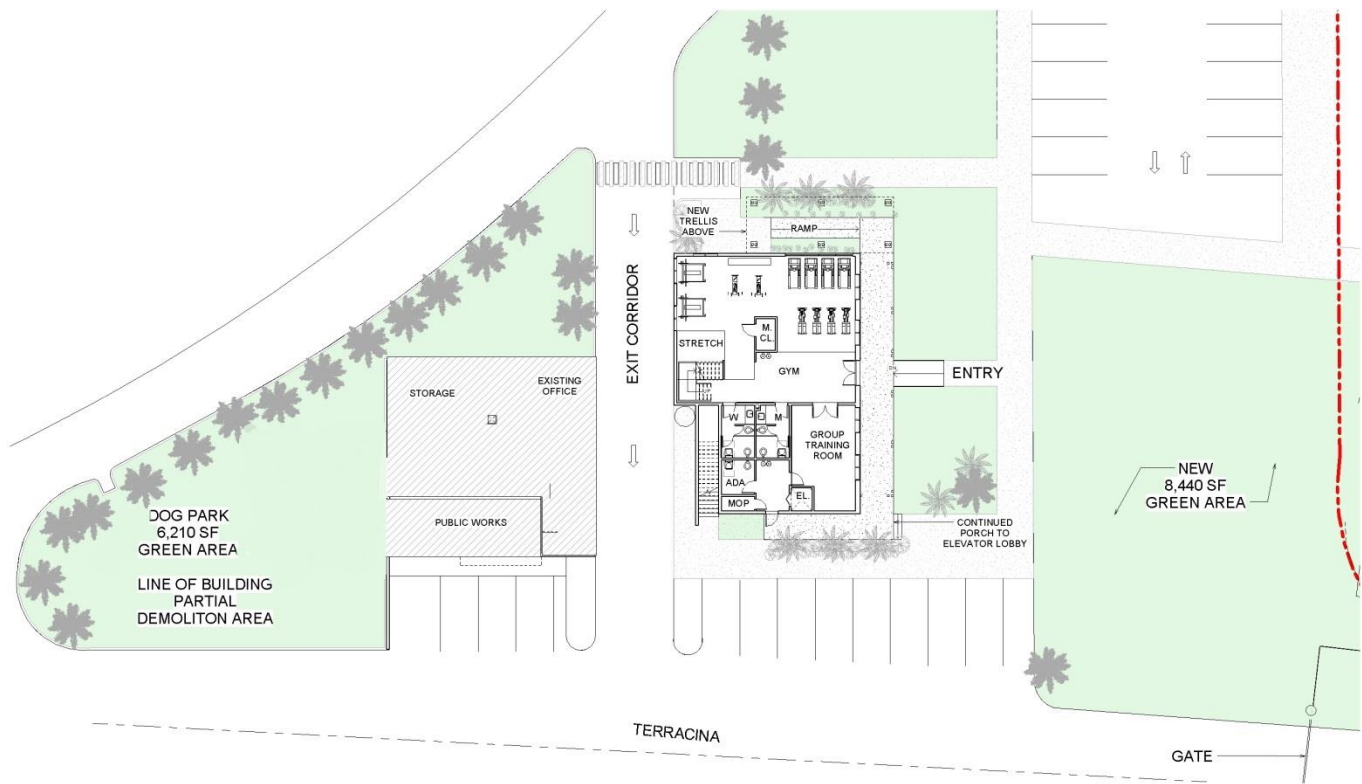
Since the courts (basketball & pickleball) are proposed new construction, it is a good opportunity for the staging and storage of construction equipment. It is important to maintain a high level of security during the construction project. It can help create peace of mind for our residents and visitors. Ensure that all individuals on site feel safe and know who they can contact if there is an issue. Keeping the lines of communication open and planning for changes will help create a safe, secure environment during the construction project.

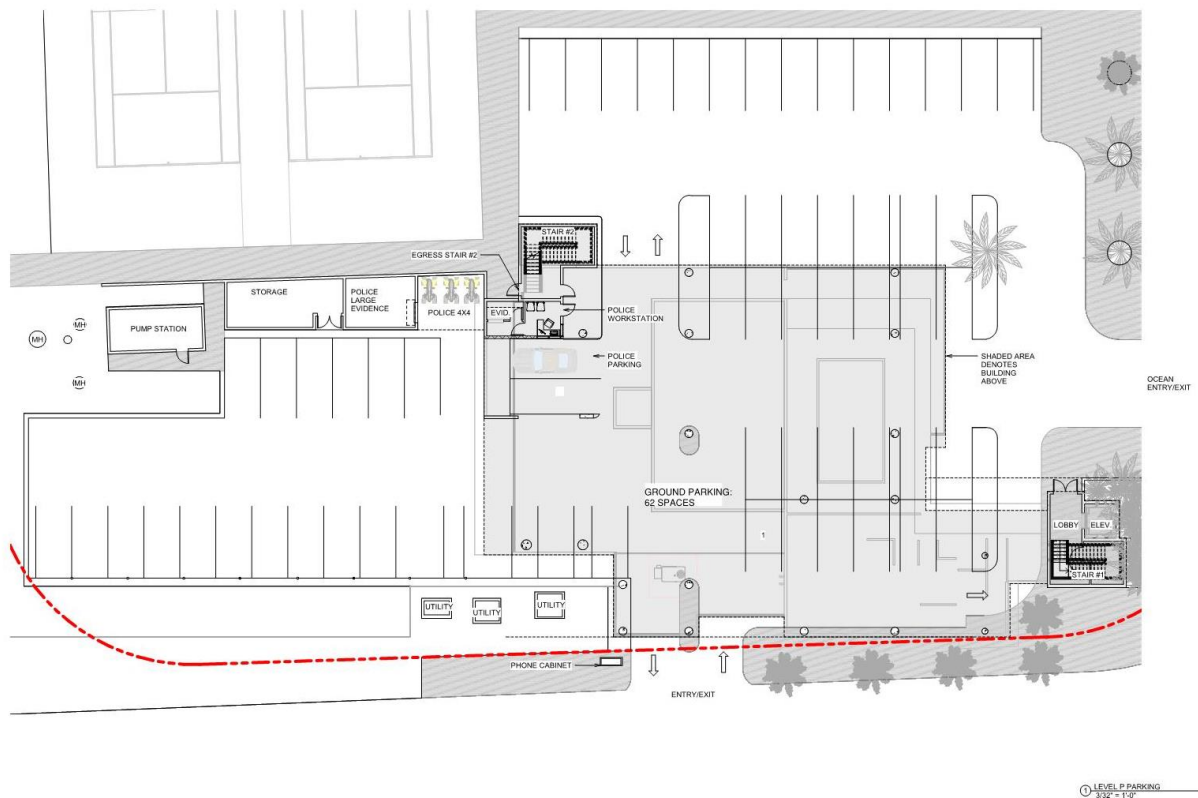
Site C: The locations of the tennis courts and playground shall remain as existing. The site and perimeter shall be protected during construction with no work in this area. Any planned disruption in use shall be coordinated with the construction schedule.

Site D: The existing building at 1 Golden Beach Drive shall be repurposed to accommodate a private gym, game room, and usable rooftop area with shading/trellis for the residents. There must be the addition of (1) ADA restroom, a new stair and chair lift within the renovated facility. The exterior of the building shall be restored and facades facing adjacent properties to be improved to create a more attractive appearance i.e. the use of a vertical garden along these facades. The existing site parking shall be redesigned/ restriped to maximize parking on the site. The new location of the dog park shall be to the west of the existing building. With the partial demolition of the existing garage storage, the area provides ample space for the new dog park. The site is to include a new green space (previously paved road and parking) to expand the park space area. This open space connects sites A & D while providing an area for outdoor events.

The town will continue to operate in this building during construction of the new building. As such, the construction schedule shall include the timeframe proposed for the staff to transfer into the new building. Once the certificate of occupancy for the new building is issued, the renovation of the resident amenity center shall commence within (30) calendar days.

Site D: Repurposing Conceptual Plan



Parking Level Conceptual Site Plan - Program Requirements

Parking layouts and building superstructure design shall be determined by A/E final design. Curbs shall be designed as required and/or needed. Design the proper placement barriers to protect the building superstructure and existing utilities. The conceptual plans represent the town's program requirements by level. The existing fencing and landscape shall be preserved as much as possible and to be incorporated into the new site design. There shall be access gates at both street entrances to the grade parking area under the building. In the effort to create a sustainable site, the use of a solar parking canopy on the southern lot shall be considered. A building solar study shall be provided to optimize energy & light harvesting opportunities.

As stated in the Site A description above, there must be accommodations for egress exits and all requirements regarding life safety as required by FBC. All stairs and access doors must video surveillance as well as all corridors, entrance gates and storage areas. There must also be a protected garage storage (large evidence) area & workstation for police and separated air-controlled storage government use. The site lighting and security system shall be carefully coordinated with the system consultants.

TOWN OF GOLDEN BEACH



① LEVEL 2 CIVIL CENTER
3/16" = 1'-0"

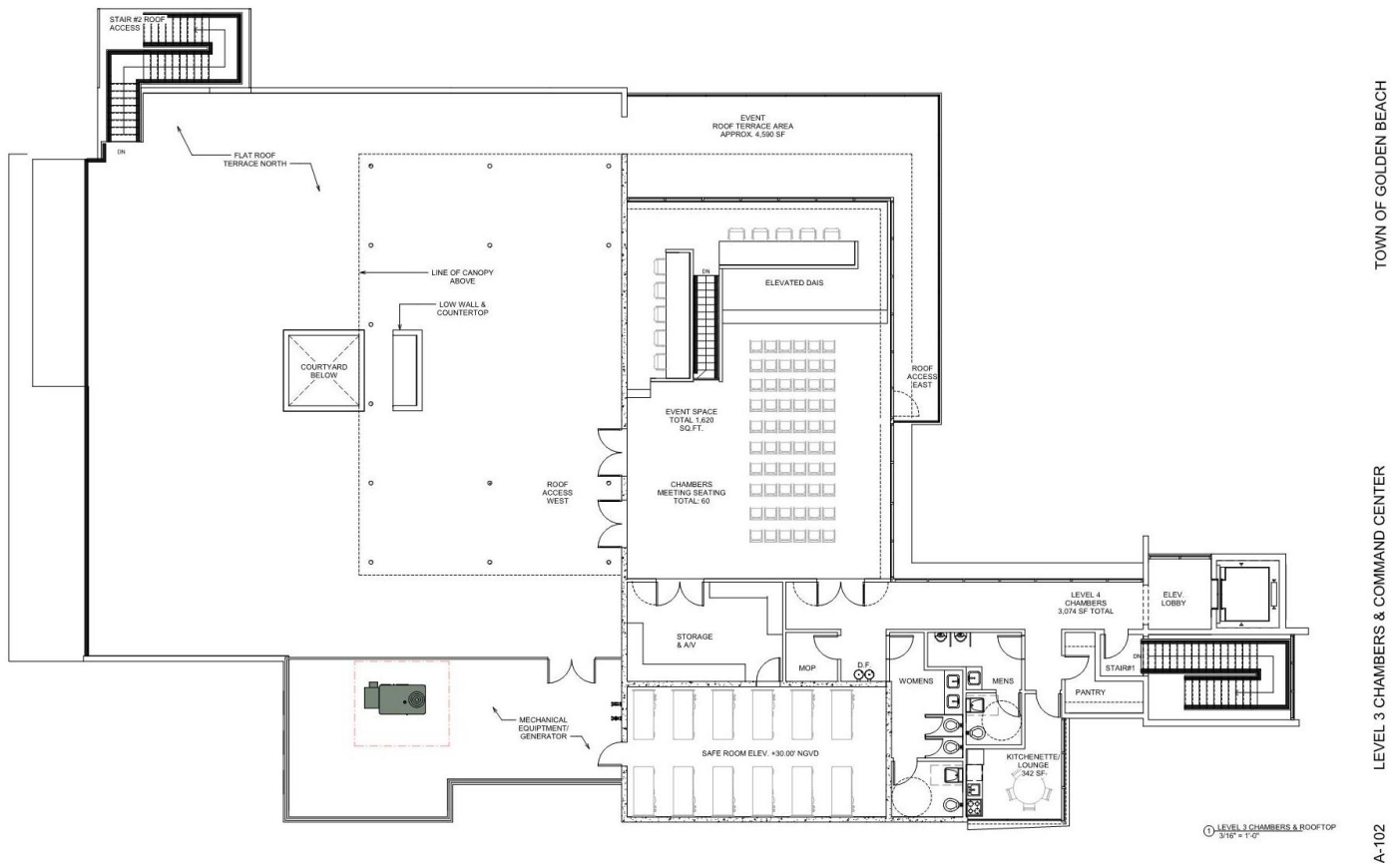
A-101

The Government offices shall have an area of approximately 4,600 S.F. and shall include: A secured entrance lobby and reception desk. Visitors will be given access to the executive offices through the security door by a receptionist. The Mayor's Office, Manager's Office with private full bath, Clerk's Office with file storage room, Finance Directors office, Residence Services office, minimum (2) support staff offices & (2) shared workstations, Conference room, IT room, male & female restrooms, mop closet, mail & copy station. The men's and women's restrooms shall be designed as per the occupancy requirements

Additional criteria to the layout of the offices, the Manager's & Mayor's offices shall be connected by a private conference room. The floor plan of the offices should be positioned to best suit the daily functions of the town staff i.e. the Manager and the Town Clerks office shall be in proximity. See conceptual plan.

Based on occupancy load calculations, A/E team shall determine the required number of egress stairs and size requirements. The schematic floor plans in the design criteria reflect the space allocation, and program needs of the town. The program requirements for each level are based on the space allocation study, requirements and comments of the staff. Below is a ledger of minimum area requirements for office spaces.

DEPARTMENT	OFFICE NAME	AREA/MIN. S.F.
Government	Manager's Office	320
	Mayor's Office	260
	Private Meeting Room	190
	Town Clerk	260
	Finance Director	240
	Resident Services	240
	Office 1	220
	Office 2	210
	Conference Room	240
Police	Chief	240
	Lt. Office 1	200
	Lt. Office 2	170
	Exec. Assist. To Chief	260
	Office 4	170
	Office 5	120
	Interview Room	50
	Roll Call/Training	375
Building	Department Director	180

Level 3 Conceptual floor plan - Program Requirements

Level 3 shall be elevated to a minimum of +35' NGVD. This level shall be the location of the Chambers and the Bunker. The level shall also serve as the Multi-use space for the residents. The Chambers dais area shall be elevated; an L-shaped Dais with 10 seats (provide separate entry to Dais for council members from level below), A/V room, Bunker (reinforced concrete enclosure), Male & female restrooms, Kitchen/Lounge with Pantry. Provide access to roof terrace designed for occupancy & outdoor events.

The concrete bunker shall have a super-structure that is independent from the main buildings structural grid. Each cell within exterior walls of the bunker shall be filled with steel reinforced concrete. The entrance door to the bunker shall be placed at the best location to allow safety during an emergency event. All mechanical & electrical systems servicing the bunker must be located beside the space and function independent of the main building.

Provide access to roof from either proposed egress stair. The roof area to be utilized for all mechanical equipment shall be carefully situated to best accommodate usable area. The roof equipment shall be protected by a screen system capable to withstand large missile impact requirements.

DC 03 Additional Criteria

The design must have the ability to support flexible passive or programmed use in gathering spaces, the shaping and orientation of the building program to encourage such use, and the expansion of the building program to take advantage of multi-use spaces. Assembly areas designed for flexible use, both during and after business hours must have direct and clear wayfinding from building entrances. The design team must demonstrate in design drawings how, when designed for public use, Chambers/assembly rooms, and other gathering spaces allow for several different uses, such as a standing room, reception, a seated dinner, an awards ceremony, or similar use. The roof shall be designed and coordinated with the engineering team to allow acceptable placement of roof fans and and/or exhaust locations. The surface shall have a non-slip epoxy finish. If the design allows, provide a counter area for event service.

Storage of special police equipment shall be considered (i.e. marine equipment/boat/4X4) and accounted for when proposing areas and methods to store police inventory.

DC A Substructure

The A/E team must comply with the guidelines set forth by the FEMA insurance program. Structural requirements for hazardous coastal flood zones (V or VE) with predicted storm surge of greater than 3 feet above BFE (base flood elevation). Pile: Pile foundations are recommended for V Zones and Coastal A Zones. These open foundations are constructed with square or round, concrete, or steel piles, driven or jetted into the ground, or set into augered holes. Critical aspects of a pile foundation include the pile size, installation method and embedment depth, bracing, and the connections to the elevated structure. Pile foundations with inadequate embedment will lead to building collapse. Inadequately sized piles are vulnerable to breakage by waves and debris.

Fill: Using fill as a means of providing structural support to buildings in V Zones is prohibited because it is susceptible to erosion. Also, fill must not be used as a means of elevating buildings in any other coastal area subject to erosion, waves, or fast-moving water. However, minor quantities of fill are permitted for landscaping, site grading (not related to structural support of the building), drainage around and under buildings, and for the support of parking slabs, patios and walkways (2009 IRC Section R322.3.2). These guidelines are consistent with NFIP Technical Bulletin 5, Free-of-Obstruction Requirements for Buildings Located in Coastal High Hazard Areas (08/08), which states: Fill must not prevent the free passage of floodwaters and waves beneath elevated buildings. Fill must not divert floodwaters or deflect waves such that increased damage is sustained by adjacent or nearby buildings.

Resources:

FEMA 549, Hurricane Katrina in the Gulf Coast (July 2006). (<http://www.fema.gov/library/viewRecord.doid=1857>)

FEMA, NFIP Technical Bulletin 5, Free-of-Obstruction Requirements for Buildings Located in Coastal High Hazard

American Society of Civil Engineers (ASCE/SEI) Standard 7-10: Minimum Design Loads for Buildings and Other Structures, ASCE 7-10, (<http://www.asce.org>)

American Society of Civil Engineers (ASCE). Flood Resistant Design and Construction, ASCE/SEI 24-05.

DC B1 Superstructure Criteria

The main structure above grade shall be constructed of reinforced concrete and/or precast concrete. Each method must be coordinated with the construction schedule as the times each can carry loads vary greatly. The use of posttensioning is preferred to achieve the largest spans possible. This will allow the best flexibility for the elevated building to accommodate grade parking under the building.

The fire-resistance ratings of structural members and assemblies shall comply with FBC section 704 and the requirements for the type of construction as specified in Table 601 of the FBC. The fire-resistance ratings shall be not less than the ratings required for the fire-resistance-rated assemblies supported by the structural members.

DC B2 Exterior Enclosure & Impact-Resistance Criteria

The building must have impact-resistant glazing systems. This assembly shall be fabricated with two (or more) panes of glass and an interlayer of polyvinyl butyral (or equivalent) film laminated into a glazing assembly. After impact testing, the laminated glazing systems must resist the cyclic pressure tests of ASTM E1886. Shutter, Screen and panel systems shall be considered as the building will be under 60' in elevation. However, most shutter systems are porous and do not significantly reduce wind pressures on the glazing itself. The structure shall be designed to resist higher wind pressures (from internal pressurization).

Glazing in buildings located in wind-borne debris regions shall be protected with an impact protective system or be impact-resistant glazing according to the requirements specified in ASTM E1886 and ASTM E1996 or other approved test methods and performance criteria. The levels of impact resistance shall be a function of Missile Levels and Wind Zones specified in ASTM E 1886 and ASTM E 1996. As per coastal construction requirements, (1) be equipped with shutters or impact-resistant glazing and designed as enclosed structures or (2) be designed as partially enclosed structures (as if the windows and doors are broken out). requires that all Risk Category II structures in the wind-borne debris region be designed to be enclosed structures with impact-resistant glazing or equipped with a shutter system. Designers should check with the jurisdiction to determine whether state or local requirements for opening protection exceed those of the model code.

DC B3 Exterior Doors Criteria

At least 60% of public entrances must be accessible in new construction, in addition to entrances directly serving tenancies, parking facilities, pedestrian tunnels and elevated walkways. "Public entrances" include all entrances except those that are restricted or that are used exclusively as service entrances. Two-way communication systems, where provided, must be equipped with visual and audible signals and compliant as operable parts. Entrance landings must accommodate door maneuvering clearances as well as landings provided for ramps. All manual doors and gates must comply with [§404.2]. All exterior doors to be fabricated of metal/steel and to be fire-rated as required. Exterior fire-rated doors are available with a rating of 1½ hour or 3/4 hour. The fire rating for doors is intended to equal three-fourths of the fire rating of the surrounding wall. For example, a door with a 1½-hour rating is intended to be used in a wall with 2-hour rating, and a door with a 3/4-hour rating is intended to be used in a wall with a 1-hour rating. However, a door with a higher fire rating may be used.

Resource: Steel Door Institute (SDI). 2001. Basic Fire Door Requirements. Technical Data Series SDI 118-01.
<http://www.steeldoor.org/res/118.pdf>.

DC B3 Roofing Criteria

A concrete slab flat roof shall be made up of a structural layer of double-T slab, corrugated steel sheet, reinforced concrete slab or hollow core slab. To be finished with a smooth screed onto which a waterproof layer membrane is laid. The roof should incorporate insulation and a vapor control layer to protect from interstitial condensation. When using slab type insulation, stagger the joints staggered and ensured that they do not form a grid pattern. Roof vents made of metal or plastic. The roof vents shall be installed at 6– 8m intervals along the ridge and at 10– 12 m intervals in valleys. They have a diameter of 100 mm and a height of around 400 mm. All installations to comply with FBC, local construction methods for high wind zones, as required.

DC C0 Interiors Criteria

Interior walls in common areas where backing for tiles are required shall have a level 3 Drywall finish. All joints and interior angles shall have tape embedded in joint compound and shall be immediately wiped with a joint knife or trowel, leaving a thin coating of joint compound over all joints and interior angles. One additional coat of joint compound shall be applied over all joints and interior angles. Fastener heads and accessories shall be covered with two separate coats of joint compound. All joint compounds shall be smooth and free of tool marks and ridges.

Areas such as executive offices that may have wall coverings may consider level 5 Drywall finish. The framing and cladding of these walls are crucial to obtaining the desired finish. All ceilings (dropped ACT or GWB) to have a sound transmission class of a rating of 60 or more. The fire-resistance rating of building elements, components or assemblies shall be determined in accordance with the test procedures set forth in ASTM E119 or UL 263 or in accordance with Section 703.3. The fire-resistance rating of penetrations and fire-resistant joint systems shall be determined in accordance Sections 714 and 715, respectively.

Key factors used in determining the sophistication of finish required include the location of the work to be done. The type of paint or wall covering to be used and method of application shall be carefully considered. Keeping in mind where lighting conditions, gloss paints and thin wall coverings require a high level of finish; heavily textured surfaces or surfaces that will be decorated with heavy gauge wall coverings require less sophistication.

DC C1 Interior Doors Criteria

All interior doors to be Solid-Core wood with openers/closers as required by ADA requirements. Fire rating and security access applications as required by program and/or location.

DC C2 Interior Finishes

All interior finishes having a commercial rating and complying with all building code & fire rating requirements for interior finishes and furniture. To minimize maintenance, the use of epoxy and/or stained concrete flooring shall be used in all common areas. Offices and the chambers shall have a low pile carpet that meets high traffic standards.

DC C3 Information fixtures criteria

Announcement boards with lockable doors display memos or notices through clear doors keeping the originals controlled. These notice centers have hinged, locking door doors, safeguarding the graphics & important information. Outdoor Bulletin Panels for outdoor shall be manufactured from water resistant material. The use of LCD screens may be used in interior lobby areas as designed by A/E team. Signs must make the site wayfinding clear to the first-time user

by identifying multiple site entrances, parking, and the main building entrance. Generally, graphics and style of site signage should be consistent with signage used outside of the building. Signage must be consistent in font, style, and color as well as with any directional symbology used in site and building signage

DC C4 Storage fixture Criteria

All interior casework and countertops to be constructed to architectural woodwork standards (division 12), and fire-resistant as per FBC. Interior wall mounted storage shall have wall backing as required. All FF&E shall be selected and be determined to be within the project budget for such items.

DC C5 Window Treatment Criteria

All glazed areas to have Lutron motorized Hyperion Solar-adaptive rolling shades/treatments within a drapery pocket. In the effort to reduce heat gain, these shades shall be set to a timer to lower as needed throughout the day. Implementation of light harvesting technology throughout the building.

DC C6 Fixed Seating Criteria

Site benches shall be located throughout the site as determined by the A/E team. The style and material shall be manufactured to be modern & withstand harsh sun and wind exposure.

DC D0 People-Moving Equipment Criteria

Elevator specified must comply with all local building codes. The system shall operate with suspension traction media (STM) for mid-rise buildings. A/E team shall specify a machine room-less design for more usable building and design space. The design of the cabin shall be within cost however, the use of surfaces such as mirrors and/paneling on the interior shall be considered.

DC D1 Fire Suppression Criteria

NFPA 3 – Standard for Commissioning of Fire Protection and Life Safety Systems scope. This standard shall provide the required procedures, methods, and documentation for the commissioning of active and passive fire protection and life safety systems and their interconnections with other building systems.

NFPA 10 - (1) The fire extinguisher is in accordance with the requirements of Chapter 6 and is in working order. (2) The fire extinguisher is of the correct type for a fire that can occur. (3) The fire is discovered while still small enough for the fire extinguisher to be effective. (4) The fire is discovered by a person ready, willing, and able to use the fire extinguisher. Fixed systems are covered by the following NFPA standards: (1) NFPA 11, Standard for Low-, Medium-, and High-Expansion Foam (2) NFPA 12, Standard on Carbon Dioxide Extinguishing Systems (3) NFPA 12A, Standard on Halon 1301 Fire Extinguishing Systems (4) NFPA 13, Standard for the Installation of Sprinkler Systems (5) NFPA 14, Standard for the Installation of Standpipe and Hose Systems (6) NFPA 15, Standard for Water Spray Fixed Systems for Fire Protection (7) NFPA 16, Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems (8) NFPA 17, Standard for Dry Chemical Extinguishing Systems (9) NFPA 17A, Standard for Wet Chemical Extinguishing Systems (10) NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations (11) NFPA 750, Standard on Water Mist Fire Protection Systems (12) NFPA 2001, Standard on Clean Agent Fire Extinguishing Systems
1.1.1 The requirements given herein are minimum. 1.1.2 The requirements shall not apply to permanently installed

systems for fire extinguishment, even where portions of such systems are portable (such as hose and nozzles attached to a fixed supply of extinguishing agent).

NFPA – 12, this standard provides a range of sprinkler system approaches, design development alternatives, and component options that are all acceptable. Building owners and their designated representatives are advised to carefully evaluate proposed selections for appropriateness and preference. 1.1.1 This standard shall provide the minimum requirements for the design and installation of automatic fire sprinkler systems and exposure protection sprinkler systems covered within this standard. 1.1.2 This standard shall not provide requirements for the design or installation of water mist fire protection systems, which are not considered fire sprinkler systems and are addressed by NFPA 750. 1.1.3. This standard is written with the assumption that the sprinkler system shall be designed to protect against a single fire originating within the building. A.1.1.3 This standard also provides guidance for the installation of systems for exterior protection and specific hazards. Where these systems are installed, they are also designed for protection of a fire from a single ignition source.

DC D2 Plumbing Criteria

All plumbing systems shall comply with Chapter 3 of the Florida Building Code. Plumbing fixtures, drains, appurtenances and appliances used to receive, or discharge liquid waste or sewage shall be directly connected to the sanitary drainage system of the building or premises, in accordance with the requirements of this code. This section shall not be construed to prevent indirect waste systems required by Chapter 8. Every plumbing fixture, device or appliance requiring or using water for its proper operation shall be directly or indirectly connected to the water supply system in accordance with the provisions of the FBC.

Plumbing fixtures and faucets shall be commercial grade quality. All sink faucets to be on sensors while toilets use manual flush.

DC D3 HVAC Criteria

With considerations for the various uses and programs intended for the main structure, it is estimated that the building will require a 60 Ton Unit. The systems considered shall be Daikin-McQuay, Johnson Controls, and Trane. System shall be designed with integrated automation to maximize energy efficiency and temperature control.

Provide an electronic copy of the specification sheets for the equipment and DDC controls being provided for the specific project. The drawings shall be drawn in AutoCAD and shall include separate sections for the following: index page, a riser diagram, flow diagrams, panel detail, wiring schematics, termination of controllers, full points list including any global or virtual points, any valve schedules and damper schedules.

Provide Network Controllers as required for a project. Coordinate quantity and locations of new network controller with Owner and System Integrator. Acceptable network controllers are manufactured by Siemens, Honeywell Jace, Johnson Controls, Delta Controls, and Automated Logic Corporation.

DC D4 Electrical Criteria

The A/E design must comply with FBC Chapter 27 which governs the electrical components, equipment and systems used in buildings and structures. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of NFPA 70. The building will require emergency power systems and standby power systems (generator) that shall comply with Sections 2702.1.1 through 2702.1.7.

All lighting controls shall be controlled by Lutron energy-saving systems, LED lighting design and shading systems to maximize energy efficiency. Examples of division leaders & systems listed below.

Division 26 - Electrical		DESCRIPTION
26 0548	Vibration and Seismic Controls for Electrical Systems	Vibration isolation and seismic control requirements and components for electrical work.
26 0923	Lighting Control Devices - Lutron	Lutron devices for automatic control of lighting and other loads.
26 0924	Lighting Controls - Lutron Caseta Wireless	Lutron wireless controls for lighting, temperature and shades; window treatments
26 0924	Lighting Controls - Lutron Vive	Lutron wireless lighting controls with centralized wireless hubs.
26 0925	Lighting Controls - Limelight by Lutron	Lutron wireless controls for outdoor, parking structure, warehouse lighting.
26 0936	Modular Dimming Controls - Lutron QS	Lutron standalone lighting control system.
26 0943	Network Lighting Controls - Lutron QS/Quantum	Lutron digital-network lighting control system.
26 0943	Network Lighting Controls - Lutron Homeworks QS	Lutron Homeworks QS network lighting control system.
26 2200	Low-Voltage Transformers	Dry type; enclosed; for lighting and power loads; rated 600 V and less.
26 2726	Wiring Devices - Lutron	Lutron dimmers, switches, receptacles, wallplates, accessories.
26 5133	Luminaires, Ballasts, and Drivers - Lutron	Lutron luminaires and dimming ballasts/drivers

DC D5 Communications Criteria

Provide a complete microprocessor-controlled intercom and clock system. Intercom system shall be listed by an OSHA approved Nationally Recognized Testing Laboratory (NRTL). The intercommunications system shall be a standard product produced by a manufacturer of known reputation and experience in the industry. Protect all incoming intercom lines with individual circuits surge protectors installed as per manufacturer recommendations. System must comply with 1. Florida Building Code (FBC). 2. National Electric Code (NEC). 3. Federal Communications Commission (FCC) - Part 68. 4. Underwriters Laboratory (UL) or other OSHA approved Nationally Recognized Testing Laboratory (NRTL).

Telecommunication systems shall be designed to integrate all departments.

DC D6 Electronic Safety and Security Criteria

Design shall provide automated local security alerts, security detection, video and audio surveillance, and integration with other low voltage systems such as fire, security, and access control. Pre-record emergency instructions in a calm, clear, and concise voice. Trigger these messages from security sensors, telephone codes, cell phones, or from a button push. Broadcasting of messages to zones within a building or across the site to ensure the message is heard by the right people. Model numbers listed in this specification indicate the type of equipment to be furnished. Listed accepted manufacturers shall submit equivalent products as specified in this section. Accepted Producers/Products: 1. Dukane/Care Hawk - Model CH1000. 2. Rauland, Telecenter U. 3. Simplex, 5120 Series Communications Network Controller (for up to 360-point capacity). 4. Simplex, 5130 Series Controller (for more than 360-point capacity).

Security camera system shall to be hardwired and connected to main surveillance recording system (CCTV). All public areas to be monitored as well as placement of office control access system for all doors.

Provide a minimum of 5-year warranty (non-prorated) of the installed system against defects in material and construction, and 2-year warranty on labor. Warranty period shall begin on date of Substantial Completion.

DC E1 Equipment Criteria

Equipment for kitchen lounge area shall be specified as low flow, mid-grade products. The lounge will require a double sink, double-door refrigerator/freezer, dishwasher, and electric oven/range with a self-circulating hood. All equipment shall comply with FBC, NFPA.

DC E2 Furnishing Criteria

Interior furnishing shall be of modern design and provided by National office Furniture or approved equal. Commercially available products shall be covered by the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines (recycled content) program.

DC G1 Site Criteria

The A/E team must offer local officials an opportunity to review and comment on the design concepts for compatibility with local plans, zoning, and design guidelines. Local review must be done in coordination with the project design schedule. If local officials choose not to review the design concept, the project manager must document this in the project file. By law, the A/E must incorporate the National Environmental Policy Act (NEPA) record of decision (ROD) requirements in the design documents. Local regulations & best practices must be followed without exception in the

design of systems that have a direct impact on off-site terrain or infrastructure. These systems include, but are not limited to, fire protection services, storm water runoff, erosion control, sanitary sewers and storm drains, water, gas, electrical power, communications, emergency vehicle access, and roads. Earthwork including the manipulation of soils & existing utilities or infrastructure to facilitate construction of the proposed design building shall be included. Foundation preparation and special foundations (i.e. bunker with independent structural grid) for unique soil conditions.

Signs must make the site wayfinding clear to the first-time user by identifying multiple site entrances, parking, and the main building entrance. Generally, graphics and style of site signage should be consistent with signage used inside the building. Signs integrated with architectural elements can also be very effective. Signage must be consistent in font, style, and color as well as with any directional symbology used in site and building signage. Signage placement can be an important detail element of the building design whether prominently displayed and tooled into the exterior building wall materials or as a freestanding component near the entrance to the facility. Exterior signs identifying permanent rooms and spaces must comply with ABAAS (Architectural Barriers Act Accessibility Standard).

The design team must work with client agency and local officials to understand mode share split of employee and visitor commutes i.e. identify how people arrive at the site and what percentage of people by each mode of transportation. This understanding will assist the design team in effectively orienting building approaches toward the highest-use pedestrian entry points to the site. The entire site must be included within the CCTV video surveillance system.