



**Town of Surfside
Town Commission Meeting
November 9, 2010
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

AGENDA

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business (Additions, Deletions and Linkages)**
- F. Community Notes – Mayor Daniel Dietch**
- G. Special Presentation – Eagle Scout, Joseph Coto – Mayor Daniel Dietch**
- H. Special Recognition – Paul Gioia, Lifetime Achievement Award, Interim Town Manager Roger Carlton**
- I. Special Presentation – Dr. Martin Karp, Miami-Dade School Board, District 3 (Linked to item 5H)**

2. Quasi-Judicial Hearings *None*

3. Consent Agenda

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the Consent Agenda and discussed separately.

Recommended Motion: To approve all Consent Agenda items as presented below:

A. Minutes – October 12, 2010 Regular Commission Meeting (Pages 14-25)

B. Town Manager's Report (Pages 26-55)

There are 71 items, of which 41 are carried over, from the October 12, 2010 Town Commission meeting. Thirty items have been added during the last month. The status of each item is included in the After Action document in the agenda packet.

C. Town Attorney's Report – Will be provided under separate cover.

D. Projects Progress Report and Community Center Update – Calvin, Giordano & Associates, Inc. (Page 56-60)

E. Quality Control/Quality Assurance Procedures – Shelley Eichner, Calvin, Giordano and Associates, Inc. (Pages 61-63)

F. Agreement with Miami-Dade State Attorney – Chief David Allen (Pages 64-73)

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO EXECUTE AN AGREEMENT WITH THE MIAMI-DADE STATE ATTORNEY'S OFFICE TO PROSECUTE CRIMINAL MUNICIPAL ORDINANCE VIOLATIONS IN SURFSIDE; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Service Dog Training – Chief David Allen (Pages 74-76)

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, IN RECOGNITION OF THE ROLL CALL TRAINING OF SURFSIDE POLICE OFFICERS WITH SERVICE DOGS.

H. Candy Miller Settlement – Lynn Dannheisser, Town Attorney (Pages 77-83)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A STIPULATION OF SETTLEMENT AGREEMENT IN CANDY MILLER V. SURFSIDE, CASE NO. 2010-49676-CA-01 CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE TOWN ATTORNEY TO EXECUTE THE STIPULATION OF SETTLEMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

I. Byrne/Jag Formula Funds Application – Assistant Chief John DiCenso (Pages 84-131)

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH MIAMI-DADE COUNTY TO APPLY FOR, RECEIVE, EXPEND AND AMEND BYRNE/JAG FORMULA FUNDS AND EXECUTE AGREEMENTS WITH THE PURPOSE OF CREATING A RECORDS IMPROVEMENT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

A. Second Readings (Ordinances and Public Hearing)

1. Update Capital Improvements Element – Shelley Eichner, Calvin, Giordano & Associates (Pages 132-162)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE

CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN'S COMPREHENSIVE PLAN IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE COMPREHENSIVE PLAN AND AN EFFECTIVE DATE.

2. Municipal Parking Lot – Karen Friedman, Town Planner (Pages 163-168)
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING,” ARTICLE IV. “DISTRICT REGULATIONS” SECTION 90-41. “REGULATED USES” TO ALLOW SURFACE PARKING LOTS TO BE LOCATED IN ANY ZONING DISTRICT; AMENDING ARTICLE VII “OFF-STREET PARKING AND LOADING,” DIVISION 1 “OFF-STREET PARKING,” SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS” AND SECTION 90-82. “DESIGN STANDARDS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADD A PROVISION RELATIVE TO MUNICIPAL SURFACE PARKING AND DESIGN STANDARDS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. (Linked to Item 5J)

B. First Readings Ordinances

1. Commercial Vehicle Ordinance – Lynn Dannheisser, Town Attorney (Pages 169-173)
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 74 AND SPECIFICALLY SECTION 74-1 “USE OF COMMERCIAL VEHICLES”; CREATING SECTION 74-2 “USE OF COMMERCIAL VEHICLES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

A. Agreement with the Florida State Lodge Fraternal Order of Police Local 135 – Roger Carlton, Town Manager (Pages 174-246)
A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE DATED OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013 ATTACHED HERETO AS EXHIBIT “A”; DIRECTING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN

MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Grant Applications – Roger M. Carlton, Interim Town Manager (Pages 247-250)
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA DIRECTING THE TOWN MANAGER AND CALVIN GIORDANO ASSOCIATES (“CGA”) TO MAKE ADDITIONAL GRANT APPLICATIONS TO FEMA IN THE AMOUNT OF \$2,983,538.00 AND TO SOUTH FLORIDA WATER MANAGEMENT DISTRICT (“SFWMD”) IN THE AMOUNT OF \$570,000.00 TO AUGMENT THE FUNDING OF THE STORMWATER CAPITAL IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

C. Special Bond Counsel – Roger Carlton, Interim Town Manager (Pages 251-260)
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REAPPOINTING THE LAW FIRM OF BRYANT, MILLER, OLIVE AS SPECIAL BOND COUNSEL; SETTING FORTH THE TERMS AND CONDITIONS OF THAT APPOINTMENT; PROVIDING FOR AN EFFECTIVE DATE. (Link to item 9B)

D. Purchase of Police Vehicles – Chief David Allen (Pages 261-263)
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE PURCHASE OF TWO POLICE VEHICLES AND AUTHORIZING THE TOWN MANAGER TO EXPEND POLICE DEPARTMENT FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

E. West Construction Change Order No. 1 – Roger Carlton, Interim Town Manager (Pages 264-268)
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING EXECUTION OF WEST CONSTRUCTION, INC. CHANGE ORDER NO. 1 TO INCLUDE A CHANGE IN THE SCHEDULED COMPLETION OF WORK WITH NO CHANGE IN THE GUARANTEED MAXIMUM PRICE FOR THE COMMUNITY CENTER PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.
(Note: This change order establishes the new date for temporary certificate of occupancy of April 5, 2011 and final completion of May 20, 2011. The contractor has agreed to work six ten hour days to achieve these dates at no extra cost.)

F. West Construction Change Order No. 2 – Roger Carlton, Interim Town Manager (Pages 269-271)
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING EXECUTION OF WEST CONSTRUCTION, INC. CHANGE ORDER NO. 2 TO ADD AN ADDITIONAL 1000 SQUARE FEET OF MEETING ROOM SPACE TO THE COMMUNITY CENTER TO INCLUDE A CHANGE IN THE GUARANTEED MAXIMUM

**PRICE WITH NO CHANGE IN THE SCHEDULED COMPLETION OF WORK;
AND PROVIDING FOR AN EFFECTIVE DATE.**

(Note: This Change Order discusses the cost for adding approximately 1,000 square feet of public meeting space to the Community Center. The cost and other matters are still being negotiated. The Change Order is on this agenda to determine if the Town Commission wishes to pursue the additional space so that foundations may be installed at minimum expense to not delay the overall construction process. A final decision will be made during the December 14, 2010 Town Commission meeting.)

**G. West Construction Change Order No. 3 - Roger Carlton, Interim Town Manager
(Pages 272-284)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
SURFSIDE, FLORIDA AUTHORIZING EXECUTION OF WEST
CONSTRUCTION CHANGE ORDER NO. 3 PAINTING THE INTERIOR AND
EXTERIOR OF TOWN HALL; AND PROVIDING FOR AN EFFECTIVE DATE.**

(Note: This Change Order authorizes the addition of \$24,500 to the West Construction contract. The decision was made to utilize the West Construction painting subcontractor since their pricing was excellent. The painting of Town Hall is included in the FY10-11 approved budget.)

H. School Residency Requirements – Mayor Daniel Dietch (Pages 285-289)

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
SURFSIDE, FLORIDA, REQUESTING THAT MIAMI-DADE COUNTY PUBLIC
SCHOOLS (MDCPS) ENFORCE THE RESIDENCY REQUIREMENTS FOR
STUDENTS ENROLLED AT THE RUTH K. BROAD BAY HARBOR K-8
CENTER AND OFFERING TOWN ASSISTANCE; AND PROVIDING AN
EFFECTIVE DATE. (Link to 1I)**

**I. Nova Engineering and Environmental, LLC Change Order No. 1- Roger Carlton,
Interim Town Manager (Pages 290-301)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
SURFSIDE, FLORIDA AUTHORIZING EXECUTION OF NOVA
ENGINEERING AND ENVIRONMENTAL, LLC CHANGE ORDER NO. 1 TO
CONTINUE SERVICES AS THE SPECIAL INSPECTOR TO PERFORM
CONSTRUCTION MATERIALS TESTING SERVICES AS REQUIRED BY THE
FLORIDA BUILDING CODE ON THE COMMUNITY CENTER PROJECT;
AND PROVIDING FOR AN EFFECTIVE DATE.**

**J. Awarding Design-Build Bid to Lynx Construction, LLC – Roger Carlton, Interim
Town Manager (Pages 302-312)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
SURFSIDE, FLORIDA AWARDING THE DESIGN BUILD BID TO LYNX
CONSTRUCTION, LLC FOR THE DESIGN AND CONSTRUCTION OF THE
SURFACE PARKING LOT LOCATED AT 9450 COLLINS AVENUE AND TO
CREATE A JOINDER BETWEEN THE UNDEVELOPED LOT AND THE
EXISTING ADJACENT METER PARKING LOT; AND PROVIDING FOR AN
EFFECTIVE DATE. (Linked to item 4A2)**

K.1 Architectural and Engineering Services – Fernando Rodriguez, Director of Public Works (Note: There are two resolutions.) (Pages 313-332)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING FOUR (4) ARCHITECTURAL FIRMS TO PERFORM ARCHITECTURAL SERVICES FOR THE TOWN IN RESPONSE TO RFQ NO. 11-01; AUTHORIZING THE TOWN MANAGER OR HIS/HER DESIGNEE TO ENTER INTO A CONTINUING CONSULTANT AGREEMENT THE FORM AND CONTENT OF WHICH SHALL SUBSTANTIALLY CONFORM TO THE AGREEMENT CONTAINED IN EXHIBIT “A” WITH SAID ARCHITECTURAL FIRMS PROVIDED SAID AGREEMENTS ARE APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE TOWN ATTORNEY; FURTHER AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

K.2 (Pages 333-350)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING FIVE (5) ENGINEERING FIRMS TO PERFORM GENERAL ENGINEERING, STRUCTURAL, GEOTECHNICAL, TRAFFIC SERVICES FOR THE TOWN IN RESPONSE TO RFQ NO. 11-02; AUTHORIZING THE TOWN MANAGER OR HIS/HER DESIGNEE TO ENTER INTO CONTINUING CONSULTANT AGREEMENTS THE FORM AND CONTENT OF WHICH SHALL SUBSTANTIALLY CONFIRM TO THE AGREEMENT CONTAINED IN EXHIBIT “A”, PROVIDED SAID AGREEMENTS ARE APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE TOWN ATTORNEY; FURTHER AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THE TERMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

L. Agreement with SunTrust to Process Credit Card Transactions – Assistant Chief John DiCenso (Pages 351-363)

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO EXECUTE AN AGREEMENT WITH SUNTRUST MERCHANT SERVICES, LLC TO PROCESS CREDIT/DEBIT CARD TRANSACTIONS FOR PROCESSING CARD TRANSACTIONS FROM THE MULTI-SPACE PARKING METERS; AND PROVIDING FOR AN EFFECTIVE DATE. (Linked to item 5M and 5N and 9I)

M. LAZ Parking Maintenance Contract Amendment – Assistant Chief John DiCenso (Pages 364-365)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE CONTRACT AMENDMENT WITH LAZ PARKING FOR TWELVE MONTHS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT;

AUTHORIZING THE TOWN MANAGER TO EXPEND MUNICIPAL PARKING FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

(Linked to item 5L and 5N and 9I)

N. Multispace Parking Meter Software Agreement – Assistant Chief John DiCenso (Pages 366-367)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE ENTERPRISE MANAGEMENT SYSTEM (EMS”) CUSTOMER AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND PARKING FUND PROCEEDS; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

(Linked to item 5L and 5M and 9I)

6. Good and Welfare

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.

8. Unfinished Business and New Business

There was no unfinished business from the previous Town Commission agenda.

9. Mayor, Commission and Staff Communications

A. Truth & Reconciliation Panel – Mayor Daniel Dietch (Page 368)

B. Proposed Water, Sewer, Stormwater Infrastructure Financing and Preliminary Authorization to Proceed – Roger Carlton, Interim Town Manager (Link to 5C)
(Note: There are no final decisions to be made as a result of this item. This authorizes certain preliminary steps to begin.) (Pages 369-382)

C. Strategy for Disposition of Library Materials – Duncan Tavares, Tourist Bureau Board Director (Pages 383-386)

D. Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services Department Head (Pages 387-389)

E. Take Home Vehicles and Vehicle Allowances – Roger Carlton, Interim Town Manager (Pages 390-391)

F. Additional Audit Options and Request for Direction – Roger Carlton, Interim

- Town Manager (Pages 392-396)
- G. **Code Enforcement Status Report** – Michael Garcia, Code Enforcement (Pages 397-399)
 - H. **Committee Appointments** – Commissioner Edward Kopelman
Code Enforcement Ad Hoc Committee – Rick Zambrano
Communications Committee – Marc Imberman
 - I. **Multispace Parking Meter Implementation Plan** – Assistant Chief John DiCenso
(Linked to 5L, 5M, 5N) (Pages 400-408)

10. Adjournment

Respectfully submitted,



Roger M. Carlton
Interim Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.

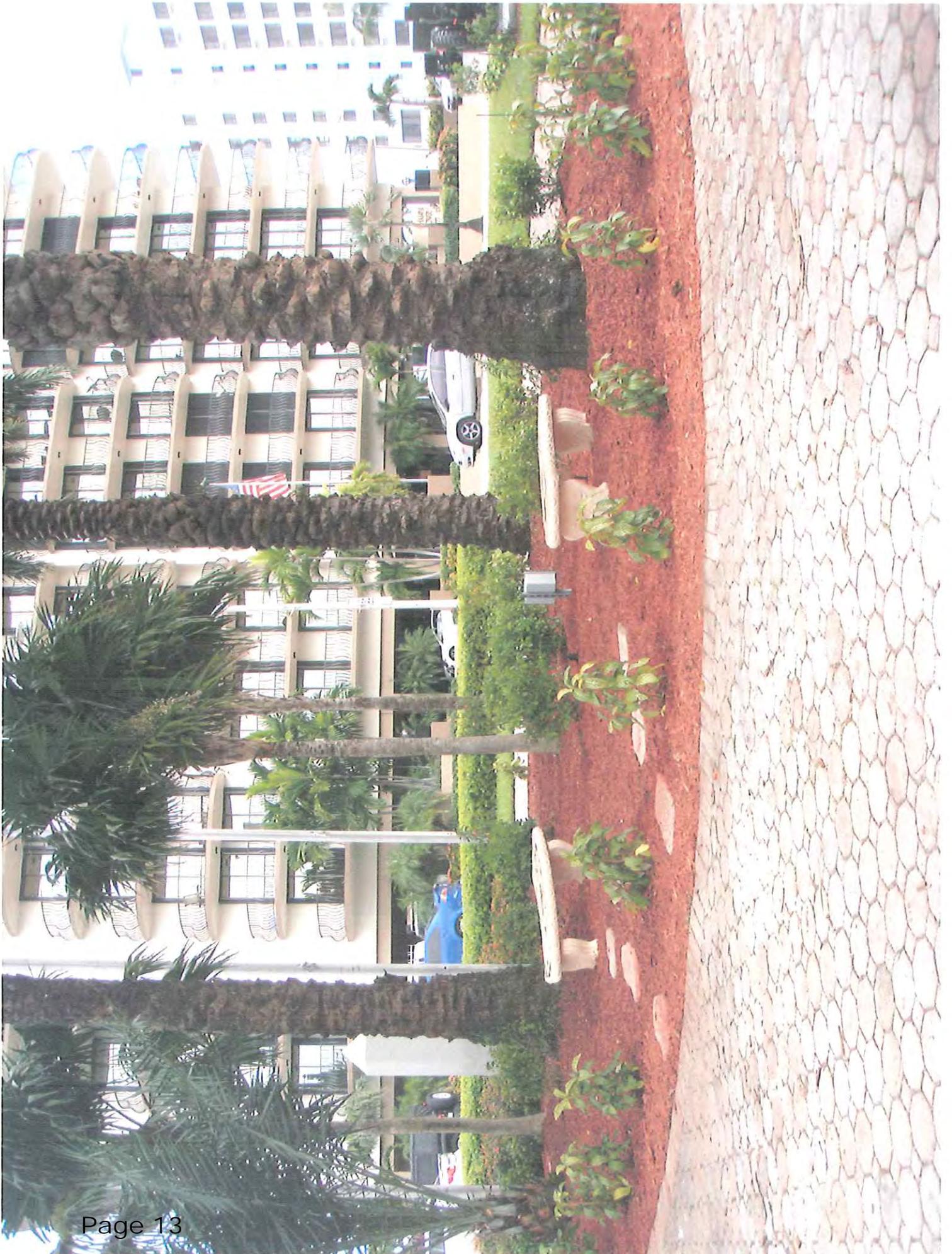
JOSEPH COTO EAGLE SCOUT PROJECT













**Town of Surfside
Town Commission Meeting
October 12, 2010
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

MINUTES

1. Opening

A. Call to Order Mayor Daniel Dietch called the meeting to order at 7:00 p.m.

B. Roll Call of Members

Town Clerk, Debra Eastman called the roll with Commissioner Michael Karukin, Commissioner Edward Kopelman, Commissioner Marta Olchyk, Vice Mayor Joe Graubart and Mayor Daniel Dietch in attendance.

C. Pledge of Allegiance Chief David Allen led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Mayor Daniel Dietch read highlighted the accomplishments of the Town Commission to date and his goal to work toward becoming A City of Excellence within the next two years and outlined the criteria for that award.

E. Agenda and Order of Business (Additions, Deletions)

Town Attorney, Lynn Dannheisser requested that item 7C be moved after item 6, item 4A2 be taken in tandem with item 4B2. Commissioner Edward Kopelman made a motion to accept the changes to the agenda. The motion received a second from Commissioner Michael Karukin. Mayor Daniel Dietch called for the vote and all were in favor.

F. Community Notes – Mayor Daniel Dietch

Mayor Daniel Dietch reminded everyone of the chlorine treatment of the water that will be conducted by Miami Dade County from October 22, 2010 through November 6, 2010.

Mayor Dietch invited everyone to attend the Moonlight Maddness event to take place on the beach on Friday, October 15, 2010.

Mayor Dietch reminded everyone to vote on November 2, 2010 and that Surfside has a question on the ballot to eliminate the Personnel Appeals Board.

Mayor Dietch reminded the residents of the upcoming Halloween Haunted Hay Ride. Mayor Dietch explained the project that is being undertaken by Joseph Coto, son of Rubin Coto as an Eagle Scout project and that he is looking for community support.

Commissioner Michael Karukin reported on the success of Surfside Spice and reminded the residents that the Third Thursday events will be starting on November 18, 2010.

- G. Special Presentation** – The Honorable Sally Heyman, Miami Dade County Commissioner
Miami Dade County Commissioner, Sally Heyman ceremoniously presented a check to the Town Commission in the amount of \$2,700 for the installation and purchase of life rings for the beach. Mayor Daniel Dietch thanked Vice Mayor Joe Graubart for the initiative.
- H. Oath of Office** - Roger M. Carlton, Interim Town Manager By: Merrett R. Stierheim
Roger M. Carlton
Merrett R. Stierheim administered the Oath of Office to Roger M. Carlton.
- I. Special Presentation – Marisol Rodriguez, Employee of the Quarter** – presented by: Martin Sherwood, Finance Director
Martin Sherwood, Finance Director presented a plaque to Marisol Rodriguez as the Employee of the Quarter for the Town of Surfside.
- J. Special Presentation – Police Officer of the Month**- Officer Craig Lovellette (July, 2010) and Rory Alberto, Frank Colonna, Joseph Matthews (September, 2010) presented by: Chief David Allen
Chief David Allen presented a plaque to Officer Craig Lovellette for his outstanding police work. Chief David Allen presented plaques to Officers Rory Alberto, Frank Colonna and Joseph Matthews for their outstanding police work regarding a home invasion.
- K. Special Presentation** – Downtown Improvements Master Plan – Scarlet Tenen, Chairman, Planning and Zoning Board
Mayor Daniel Dietch explained student project of a downtown survey and that they will report back to the Town.
- L. Projects Progress Report** – Calvin, Giordano & Associates, Inc.
Chris Giordano, Calvin, Giordano & Associations explained the report should be part of the consent agenda. Vice Mayor Joe Graubart asked several questions regarding items on the report.
- M. Community Center Update**– Calvin, Giordano & Associates, Inc.
Chris Giordano reported on the construction progress and the addition crew and work hours.

2. Quasi-Judicial Hearings There were none.

3. Consent Agenda

- A. Minutes – September 14, 2010 Regular Commission Meeting
- B. Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services Department Head
- C. Resolution related to Let's Move Campaign – Mayor Daniel Dietch
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SUPPORTING POLICES THAT FOCUS ON HEALTH, WELLNESS, CONTINUING EDUCATION AND HEALTHIER LIFESTYLES IN ALL COMMUNITES.
- D. Mutual Aid Agreement with Miami Gardens – Chief David Allen
A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF MIAMI GARDENS, FLORIDA POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT.
- E. Mutual Aid Agreement with Golden Beach – Chief David Allen
A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE TOWN OF GOLDEN BEACH, FLORIDA POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT.

A motion was made by Commissioner Michael Karukin to adopt the consent agenda. The motion received a second from Commissioner Marta Olchyk. Town Clerk Debra Eastman called the roll and all were in favor.

4. Ordinances and Public Hearings

A. Second Readings (Ordinances)

1. Proposed Water and Sewer Utility Rate Adjustment – Martin Sherwood, Finance Support Services Department Head

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 78 “UTILITIES” INCLUDING ESTABLISHING AMONG OTHER THINGS NEW SERVICE CHARGES WHICH SHALL BE EFFECTIVE BEGINNING FISCAL YEAR 2010-2011; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the title of the ordinance. Martin Sherwood, Finance Director explained the necessity to have this item on the agenda. Commissioner Edward Kopelman made a motion to adopt the ordinance on second reading. The motion received a second from Commissioner Michael Karukin.

Mayor Daniel Dietch opened the public hearing. Paul Yavis expressed a concern that condos will be charged at a higher rate. Mayor Dietch explained that in fact the rate for large users has been set at a lower rate. There being no other comments, Mayor Daniel Dietch closed the public hearing. The Town Clerk called the roll and all were in favor.

2. Regulated Uses – Lynn Dannheisser, Town Attorney and Karen Friedman and Shelley Eichner, Calvin, Giordano and Associates

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 AND SPECIFICALLY SECTION 90-41 “REGULATED USES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ALLOW PARKING AS A USE WHEN SUBORDINATE TO A MAIN USE IN ALL DISTRICTS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the title of the ordinance. Town Attorney Lynn Dannheisser explained that there are two options and that the Planning and Zoning Board review concluded in their support of option 2. She informed that if the Commission is to vote for option 2 that they also consider agenda item 4B2 which would allow parking lots owned by a municipality to be developed without further action. Commissioner Michael Karukin made a motion to adopt option 2. The motion received a second from Commissioner Edward Kopelman.

Mayor Daniel Dietch opened the public hearing. Randi MacBride urged the Commission to vote for option 2. Bill Spencer, Attorney for Transacta suggested that this item be tabled tonight and be readdressed after the joint meeting of the Town Commission and Planning and Zoning Board and asked that the Commission adopt option 1.

Cecilia Ward, JC Consulting representing Transacta stated that option 1 raises questions with regard to hotels and encouraged discussion at the workshop. There being no other speakers, Mayor Dietch closed the public hearing.

The Town Clerk called the roll and all were in favor.

3. Off Street Parking Design Standards – Lynn Dannheisser, Town Attorney and Karen Friedman, Town Planner

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90, DIVISION 1. OFF-STREET PARKING, SECTION 90-82 “DESIGN STANDARDS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO CLARIFY THE STANDARDS USED FOR VEHICULAR QUEUING, ACCESS TO STATE ROADWAYS; AND ON-SITE CIRCULATION; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the title of the ordinance. Mayor Daniel Dietch asked if the ordinance should stay at second reading. Town Attorney Lynn Dannheisser recommended that the ordinance be considered as first reading. A motion to introduce the ordinance option 2 on first reading was made by Commissioner Michael Karukin. The motion received a second from Commissioner Edward Kopelman.

Town Planner Shelley Eichner explained that the change would provide for onsite circulation. Town Clerk Debra Eastman called the roll and all were in favor.

B. First Readings (Public Hearings on Ordinances)

1. Update Capital Improvements Element – Shelley Eichner, Calvin, Giordano & Associates

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN’S COMPREHENSIVE PLAN IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICT, INCLUSION IN THE COMPREHENSIVE PLAN AND AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the title of the ordinance. Commissioner Michael Karukin made a motion to introduce the ordinance on first reading. The motion received a second from Commissioner Edward Kopelman. Shelley Eichner Town Planner explained the State requirement for the update.

Shirley Baker asked about the possibility of damage done to the pipes in her home if there is increased flow and pressure. Interim Town Manager Roger Carlton stated he will investigate and report back.

The Town Clerk called the roll and the motion passed 4-1 with Vice Mayor Joe Graubart voting in opposition.

2. Municipal Parking Lot – Karen Friedman, Town Planner

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING,” ARTICLE IV. “DISTRICT REGULATIONS” SECTION 90-41. “REGULATED USES” TO ALLOW SURFACE PARKING LOTS TO BE LOCATED IN ANY ZONING DISTRICT; AMENDING ARTICLE VII “OFF-STREET PARKING AND LOADING,” DIVISION 1 “OFF-STREET PARKING,” SECTION 90-77 “OFF-STREET PARKING REQUIREMENTS” AND SECTION 90-82. “DESIGN STANDARDS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADD A PROVISION RELATIVE TO MUNICIPAL SURFACE PARKING AND DESIGN STANDARDS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the title of the ordinance. Commissioner Michael Karukin made a motion to introduce the ordinance on first reading as amended by Town Attorney Lynn Dannheisser to except residential. The motion received a second from Commissioner Edward Kopelman.

Bill Spencer objected to the ordinance and requested an additional workshop. Town Attorney Lynn Dannheisser explained the reason for exempting residential is to make it clearer. Town Clerk Debra Eastman called the roll and the motion passed 4-1 with Vice Mayor Joe Graubart voting in opposition.

5. Resolutions and Proclamations

**A. Communications Committee – Roger M. Carlton, Interim Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CREATING AN AD HOC COMMUNICATIONS COMMITTEE TO STUDY CURRENT COMMUNICATION SYSTEMS AND PROPOSE IMPROVEMENTS AND REPORT BACK TO THE TOWN COMMISSION.**

Town Clerk Debra Eastman read the title of the resolution. A motion to adopt the resolution was made by Commissioner Michael Karukin. The motion received a second from Vice Mayor Joe Graubart. Mayor Daniel Dietch called for the vote and all were in favor.

**B. Code Enforcement Committee – Roger M. Carlton, Interim Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CREATING AN AD HOC COMMITTEE TO STUDY THE CURRENT CODE ENFORCEMENT PROGRAM AND TO IDENTIFY OPPORTUNITIES AND MAKE RECOMMENDATIONS FOR THE FUTURE AND TO REPORT BACK TO THE TOWN COMMISSION.**

Town Clerk Debra Eastman read the title of the resolution. A motion to adopt the resolution was made by Commissioner Edward Kopelman. The motion received a second from Vice Mayor Joe Graubart. Town Clerk Debra Eastman called the roll and all were in favor.

C. Expenditure of Forfeiture Funds – Police Chief David Allen

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2010/2011 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF FORTY-FIVE THOUSAND (\$45,000) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS.

Town Clerk Debra Eastman read the title of the resolution. A motion to adopt the resolution was made by Commissioner Edward Kopelman. The motion received a second from Vice Mayor Joe Graubart. Police Chief David Allen explained the funds

will be used for crime prevention training, mobile laptop program and community based activities. Mayor Daniel Dietch called for the vote and all were in favor.

D. Parking Lot Lease, Lot 18, Block 4, Altos Del Mar No.5 – Assistant Police Chief John DiCenso

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE AGREEMENT WITH NORMAN ATKIN FOR THE SIX MONTH LEASE OF LOT 18, BLOCK 4, ALTOS MAR NO. 5, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 92 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND POLICE DEPARTMENT FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the title of the resolution. A motion to adopt the resolution was made by Commissioner Edward Kopelman. The motion received a second from Vice Mayor Joe Graubart. Mayor Daniel Dietch called for the vote and all were in favor.

Commissioner Edward Kopelman made a motion to direct staff to secure appraisals on lots adjacent to town hall, on south side of town hall and north side of rental parcel and come back with a combined recommendation. The motion received a second from Commissioner Michael Karukin. Mayor Daniel Dietch called for the vote and all were in favor.

E. Joint Meeting between Planning and Zoning Board and Town Commission – Roger Carlton, Interim Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A JOINT MEETING BETWEEN TOWN COMMISSION AND PLANNING AND ZONING BOARD TO CREATE A PROCESS TO IDENTIFY THE ISSUES TO BE RECONSIDERED IN THE ZONING CODE (ORDINANCE NO 10-1558); AUTHORIZING _____ TO ENTER INTO NEGOTIATIONS WITH THE PETITION COMMITTEE CHALLENGING ORDINANCE NO. 10-1558; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO EFFECTUATE THE TERMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt the resolution was made by Commissioner Michael Karukin. The motion received a second from Commissioner Edward Kopelman. Vice Mayor Joe Graubart stated he was not sure that the petition committee feels they want to participate in a meeting. Commissioner Michael Karukin explained the need for discussion and asked that Vice Mayor Graubart would act as the negotiator per the appointment in the resolution. Vice Mayor Joe Graubart did not accept the nomination. Commissioner

Marta Olchyk asked Vice Mayor Joe Graubart to reconsider and to take the appointment. Vice Mayor Joe Graubart declined the nomination.

Peter Neville stated that the petition was not because of zoning changes but it was simply that they want to vote.

After further discussion, Commissioner Michael Karukin accepted the appointment to enter into negotiations with the petition committee.

Mayor Daniel Dietch gave direction to the Town Manager to work on framework to communicate with the public, set the first meeting date and to solicit feedback from the community. Mayor Daniel Dietch called for the vote and all were in favor.

F. Revise previously approved AECOM agreement to reflect proper name – Roger Carlton, Interim Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN ADDENDUM AS TO A NAME CHANGE ONLY WITH AECOM TECHNICAL SERVICE, INC. FOR ARCHITECTURAL SERVICES FOR SURSIDE COMMUNITY CENTER, AUTHORIZING THE FUNDS TO PAY FOR; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt the resolution was made by Commissioner Edward Kopelman. The motion received a second from Commissioner Michael Karukin. Interim Town Manager, Roger Carlton explained the resolution provides for no changes and no additional funds. Mayor Daniel Dietch called for the vote and all were in favor.

6. Good and Welfare

Peter Neville spoke of his disappointment in the Town Commission and indicated that his next move is to gather signatures for recall.

Randi MacBride asked about rumor of overpayment of police and of the new Code Enforcement Committee. Interim Town Manager, Roger Carlton offered to meet with Ms. MacBride to explain police pay process.

Alina Ramirez spoke regarding the signature gathering process for the recall of County Mayor Alvarez.

Lou Cohen spoke in favor of building the hotel.

Evelyn Jordan stated she is disappointed in the outcome of the petition and that the officials did not take into consideration the effort of the petitioners.

7. Town Manager and Town Attorney Reports

A. Town Manager's Report

Commission Requests

Discussion of new log-in, assignments and follow-up system

Interim Town Manager, Roger Carlton explained the Agenda After Action and explained that all direction given during Town Commission meetings will be

annotated to the agenda and assignment and due dates will be posted on the Town's website.

Town Clerk

Expanded duties

Establishment of Communications Ad Hoc Committee

Interim Town Manager, Roger Carlton explained that the duties of the Town Clerk have been adjusted to include being the staff liaison to the Communications Committee, oversight of the IT Department, Utility department and includes procurement with the end result of cross training and consolidation.

Commissioner Marta Olchyk asked to go on record as being opposed to the 2% salary increase of town employees not being tied to performance. She also noted that she would have like to have known what would have been the applicable increase for the enhancement of duties of the Town Clerk.

Finance

The Finance Director will discuss the expense report for August 2010 and the Manager will explain how this report will be upgraded for September 2010 to give a more complete disclosure of the state of the Town's budget in relation to actual expenses and revenues. There will also be a report on the status of financing for the water/sewer/storm drainage project.

Interim Town Manager, Roger Carlton explained that the report will be expanded to include revenues. Commissioner Michael Karukin asked that the report also include enterprise fund balances as well.

Vice Mayor Joe Graubart requested that Robert Meyers of Miami Dade County Commission on Ethics be invited to speak regarding bond issues at the next Commission meeting.

Building/Code Enforcement

There will be a report on progress being made with closing out FEMA/Flood Elevation issues. We will be calling the first meeting of the Code Enforcement Committee after adoption of the resolution on the October Town Commission agenda.

Building Official Paul Gioia reported on status of FEMA violations.

Parks and Recreation

The Manager will report on the expanded role of the Parks and Recreation Director in the Community Center Construction Oversight team as well as plans to ensure opening on schedule.

Interim Town Manager Roger Carlton reported he will involve the Parks and Recreation Director in construction issues.

Public Works

There will be a report on a new special program to clean street ends and a cooperative program with the Parking Unit to expand cleaning of lots and downtown streets.

Interim Town Manager Roger Carlton reported on the clean up and that he is looking at a part time person to be paid by the parking fund to keep lots cleaner.

Police

The Manager will make a brief report on the status of negotiations with Fraternal Order of Police Local 135. There will also be a report on the status of implementation of the red light camera program and a report on implementation of the multi-space meters.

Interim Town Manager Roger Carlton reported on the status of the red light cameras, the multi space parking meters, and the FOP contract. Assistant Chief John Dicenso showed the proposed signage for the multispace parking meters.

Tourist Bureau

There will be a brief report on the Manager's meeting with the Tourist Board. Duncan Tavares and the Manager will also report on the status of disposition of the collection of library materials. There will also be a report on the cooperative program with Florida Atlantic University recommended by Scarlet Tenen, chair of the Planning and Zoning Board, regarding a survey of the downtown area. Interim Town Manager Roger Carlton reported the process being used to identify how to dispose of the library collection. Vice Mayor Graubart suggested that Bay Harbor Island Elementary School would be interested in some books. Interim Town Manager Roger Carlton explained there will be a detailed report on the agenda next month.

Calvin Giordano & Associates

The Manager is in the process of reviewing historical billings, performance of all segments of the work and alternatives. We have opened proposals for architectural and engineering services and will report on a new approach in November.

Interim Town Manager Roger Carlton reported that he is reviewing the town's relationship with Calvin Giordano, the aggressive acceleration of community center work, the status of the bid process for engineering and architectural firms and will report further on the next agenda. Vice Mayor Joe Graubart expressed his concern with the payment to CGA over the last few years. Mayor Daniel

Dietch suggested that the Vice Mayor meet with the Town Manager and that the Town Manager come back to the Commission with an action plan.

Commissioner Edward Kopelman made a motion to continue the meeting beyond 11 p.m. The motion received a second from Commissioner Michael Karukin. Mayor Dietch called for the vote and all were in favor.

B. Town Attorney's Report

Town Attorney Lynn Dannheisser reviewed her report. Commissioner Marta Olchyk asked about the pursuit of the company that provided windows for the life guard stand. Commissioner Michael Karukin suggested that the Town Attorney not pursue the situation further due to the cost.

Paul Yavis asked about the scope of WSI. Interim Town Manager Roger Carlton explained that the town had the potential to take material to a different disposal site. Vice Mayor Joe Graubart asked about the status of the Maranon property. Town Attorney Lynn Dannheisser will be presenting the RFP for the sale of the property to the Town Manager shortly. Interim Town Manager Roger Carlton will review the record and report back to the Town Commission.

C. Petition Received by Town Clerk 8-30-2010 – Debra Eastman, MMC Town Clerk
Town Clerk Debra Eastman read a letter to the Town Commission into the record certifying that the petition filed with her on August 30, 2010 is not sufficient under the Town Charter.

D. Update on Code Enforcement Amnesty Program – Michael Garcia, Code Enforcement. There was no discussion as this was part of the Town Manager's report.

8. Unfinished Business and New Business

A. Bal Harbour Amendments to Future Land Use Plan – Roger Carlton, Interim Town Manager

Interim Town Manager Roger Carlton explained the Bal Harbour Future Land Use Plan proposal and his desire to attend the meeting with a representative of the Surfside Town Commission. Commissioner Edward Kopelman was designated as the representative to accompany him. Vice Mayor Joe Graubart presented some statistics regarding the value of the property concerned and compared it with the value of an area of Surfside.

Shirley Baker asked if the attendance at the meeting meant the Commission is in agreement. Interim Town Manager Roger Carlton explained the intent is to attend the meeting to protect the interests of the residents of Surfside.

B. Miami Dade Public Library System Library Card Reimbursement – Roger Carlton, Interim Town Manager

A motion was made by Commissioner Michael Karukin to reimburse one person per household in Surfside \$100 annually for the purchase of a Miami Dade Public Library System Card up to a total of \$12,000 for this fiscal year. If there is a need for further funding the Town Manager would bring the request back to the Town Commission. The

motion received a second from Vice Mayor Joe Graubart. Mayor Daniel Dietch called for the vote and all were in favor.

C. November 2, 2010 Charter Change Informational Piece Draft – Roger Carlton, Interim Town Manager

It was decided to amend the piece to stop after bullet number three. A motion was made to mail out as amended by Commissioner Edward Kopelman. The motion received a second from Commissioner Michael Karukin. Mayor Daniel Dietch called for the vote and all were in favor.

9. Mayor, Commission and Staff Communications

A. Committee Appointments – Vice Mayor Joe Graubart, Commissioner Michael Karukin – Communication Ad Hoc Committee

The appointment of Jeff Burros to serve on the Communications Committee and the appointment of Randi MacBride to serve on the Code Enforcement Committee were duly noted.

B. Discussion – Commissioner Edward Kopelman - Change of land use from “Institutional” to “Commercial” for property located at 501 96th Street, Bal Harbour, Florida.

There was no further discussion as this had been previously discussed.

C. Reschedule November Commission Meeting - Mayor Daniel Dietch

There was no action taken.

D. Special Recognition – Mayor Daniel Dietch

Mayor Daniel Dietch suggested moving special recognitions to 6:30 p.m. prior to the beginning of the meeting agenda. There was no action taken.

E. Photo/Film Permit Program – Mayor Daniel Dietch

Interim Town Manager Roger Carlton reported on a recent film shoot and suggested that he will work with the Mayor and Town residents to prepare a policy.

10. Adjournment The meeting adjourned at 11:55 p.m.

Accepted this ____ day of ____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk



**Town of Surfside
Town Commission Meeting
November 9, 2010 - 7:00 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154**

AFTER ACTION DOCUMENT

The After Action Document (AAD) began on October 12, 2010. The first edition contained 41 items that required some type of follow-up from discussion during the Town Commission October meeting. The November 9, 2010 version includes a status report on each item from the previous version as well as new items that have been added during the month by members of the Town Commission individually.

The current status is written approximately one week before the Town Commission agenda is finalized. Therefore, when the AAD appears on the agenda the current status may have evolved. If this evolution is significant, the Town Manager will ask that this item be “pulled” from the Consent Agenda for an update. Further, any member of the Town Commission may pull any item for discussion. If an item is not pulled by the Town Commission or the Town Manager, it will not be specifically discussed during the meeting in order to save time. If the current status is “item completed”, it will not appear in subsequent months. A file of all After Action Documents will be kept in the Town Clerk and Town Commission offices.

There will be a motion to accept the AAD as part of the Consent Agenda.

Persons reading the agenda material electronically, are invited to email the Town Manager at rcarlton@townofsurfsidefl.gov, for an explanation of any item on this After Action Document.

1. Special Presentation – Downtown Improvements Master Plan – Scarlet Tenen, Chairman, Planning and Zoning Board

Town Manager, Roger Carlton requested that Tourist Bureau Director, Duncan Tavares arrange to have the student survey team gather information on Saturday and an additional day to ensure coverage for residents/shoppers who would not be in the Downtown on Saturday.

Current Status: Student surveys were completed on Saturday, October 23, 2010, by two separate Florida Atlantic University classes. The results were received by staff and will be discussed at the Downtown Master Plan Workshop (date TBD). A report regarding how to move forward on completing the Downtown visioning process will be made at the December 14, 2010 Town Commission meeting.

2. At the request of Mayor Daniel Dietch, Town Manager, Roger Carlton designated Tourist Bureau Director, Duncan Tavares and Parks and Recreation Director, Tim Milian, to prepare a report on the process the Town will take to become a “City of Excellence”. The report is to be on the agenda for the November Town Commission

meeting. **Dennis Giordano, CGA, offered to assist Mr. Tavares. Town Clerk, Debra Eastman will help prepare the draft.**

Current Status: Research is underway regarding various award programs available to the Town to reflect improved performance, communication with citizens and strategic planning. This study will be presented at the December 14, 2010 Town Commission meeting.

3. Public Works Director, Fernando Rodriguez will post the recently amended notification of chlorination of water on the Town website and channel 77 as soon as possible.

Current Status: Information posted on the Town website. Item completed.

4. Parks and Recreation Director, Tim Milian will follow up on the installation of the life guard rings as funded by County Commissioner, Sally Heyman. The expected completion date is November 5, 2010. Mr. Milian will arrange for a formal dedication ceremony.

Current Status: Lifeguard ring support poles have been installed. The rings have been received. Project will be completed prior to November 5, 2010, as committed.

5. Tourist Bureau Director, Duncan Tavares will prepare a report for the November Commission agenda with recommendations on how to move the Downtown vision project forward.

Current Status: Based on the short time from the completion of the survey by the FAU students, the report will be presented at the December 14, 2010 Town Commission meeting.

6. Town Manager, Roger Carlton instructed information technology consultant, Jose Feliz to post photographs of the progress of the Community Center construction on the cable channel 77, as is already done on the Town website. Chris Giordano will arrange for the posting of photographs.

Current Status: Updated pictures of the Community Center progress are being posted on cable channel 77 and on the Town website weekly. The minutes of the construction oversight committee weekly meetings have been posted. We are in the process of reviewing clearance from our insurer regarding resident tours of the construction site.

7. Finance Director, Martin Sherwood, Building Official, Paul Gioia and Public Works Director, Fernando Rodriguez will prepare and provide a detailed report of monies paid to Calvin, Giordano and Associates for inclusion in the November Town Commission agenda. The report will include recommendations for modifying the relationship with the firm during FY 2010/2011. Town Manager, Roger Carlton to meet with Vice Mayor Joe Graubart to define his ideas.

Current Status: See report attached.

8. Discs of the regular Town Commission meeting are available for that month at no charge at the front desk of Town Hall. One citizen has utilized the service in August and September, 2010.

Current Status: The discs of regular Town Commission meetings continue to be available at the front desk of Town Hall. We will also provide discs of the monthly Planning and Zoning Board meetings effective with the October meeting.

9. Projects Progress Report – Calvin, Giordano & Associates, Inc. (CGA)
John Messarian, CGA, will prepare an email to the Town Manager with details of grants actually committed (not just applications made) in the past two years. This report will be presented during the November Town Commission meeting.

Current Status: See report attached.

10. Yamileth Slate-McCloud, Human Resources Coordinator will prepare a memo, for review by the Town Manager, to accompany the Fraternal Order of Police (FOP), contract that will give a detailed explanation of pay practice concerns during the last contract period.

Current Status: See related Town Commission Agenda item. The agreement was ratified by the FOP on October 26, 2010.

11. Town Clerk, Debra Eastman will investigate the Miami-Dade County home page to be sure that all Surfside Commissioners are properly listed and take action to ensure that any missing information is provided and posted.

Current Status: Corrections have been made to the appropriate home pages. Item completed.

12. Town Clerk, Debra Eastman will enhance the agenda pages in the Town Commission monthly agenda packets with the page numbers for each item and will reference any linked agenda items.

Current Status: The agenda for the November 9, 2010 Commission meeting has been expanded to include reference to the page numbers where the item is located. Item completed.

13. Public Works Director, Fernando Rodriguez will prepare an item for the November Commission agenda for the bid award and contract award for construction of the municipal parking lot assuming the required second reading design ordinance is approved by the Town Commission.

Current Status: The selection committee which included citizens and staff, Elizabeth Ogden, Jorge Gutierrez, Tim Milian, Paul Gioia, and Fernando Rodriguez met to short list the 7 architectural and 12 engineering proposals on October 19, 2010. The committee met again October 27, 2010 to further short list based on oral interviews. The results of that process are included for the Town Commission's confirmation on this agenda. Staff will be seeking approval of the recommended firms on the November agenda and will bring a template contract letter to be signed by all the firms on the December 14, 2010 agenda.

14. Dennis Giordano, Calvin, Giordano and Associates, inc. will provide the Town Manager with a memo by October 22, 2010 explaining water pressure and any water pressure impacts to existing homes. This will be forwarded to Town Commission and Shirley Baker who requested the information during the October, 2010 Commission meeting.

Current Status: See attachment. Item completed.

15. Town Clerk, Debra Eastman will be responsible for posting the After Action items document on channel 77 within three days of the meeting.

Current Status: Due to the size of the print which makes reading the document on channel 77 impossible, the document was posted on the Town website rather than channel 77. Item completed.

16. Tourist Bureau Director, Duncan Tavares will investigate and prepare a report on the request to air the 5,000 Books CD on channel 77. The report will be on the November Town Commission agenda.

Current Status: The Town Attorney is reviewing copyright laws for the out of business company which prepared the CDs. Staff is also reviewing alternative methods to provide electronic access to books. This subject is addressed in the companion agenda memo relative to the library collection.

17. Town Clerk, Debra Eastman will provide demo CDs from proposed League of Cities vendor, e-cities, a website hosting company, to the Communication Committee for their review.

Current Status: Information disseminated to members of the Committee. Item completed.

18. Building Official, Paul Gioia and Code Enforcement Officer, Michael Garcia were assigned to the Code Enforcement Committee and Police Chief Allen will also provide a representative. The first meeting will be scheduled as soon as possible.

Current Status: The initial meeting was held October 28, 2010. An interim report will be made in 90 days.

19. Police Chief David Allen will contact the Miami Herald to request that they include more information about police incidents in Neighbors and prepare a brief email to the Town Commission regarding the results by October 22, 2010.

Current Status: A conversation was held with the Miami Herald regarding this request. Item completed.

20. In order to accelerate the sale of the Maranon property as previously directed by the Town Commission, Finance Director, Martin Sherwood and Building Official, Paul Gioia will order an update to the appraisal of the Maranon property. Town Manager, Roger

Carlton will move forward with the sale process subject to final approval of the sale when the bids are received.

Current Status: An appraisal has been ordered. Town Attorney Lynn Dannheisser and Town Manager Roger Carlton are nearing completion of the bid documents. Advertisement to occur in November 2010. Final determination to be made by the Town Commission in January 2011.

21. Finance Director, Martin Sherwood and Building Official, Paul Gioia will order a new appraisal of the small piece of property south of the Town Hall trailers and an updated appraisal of the vacant lot which the Town currently rents and is used for the parking of police cars. A strategy recommendation to appear on the November 9, 2010 Town Commission meeting agenda.

Current Status: Appraisals have been ordered and are expected to be completed by mid-November 2010. The strategy report will appear on the December 14, 2010 agenda.

22. A resolution of the Town of Surfside, Florida, calling for a joint meeting between the Town Commission and Planning and Zoning Board to create a process to identify the issues to be reconsidered in the Zoning Code (Ordinance no. 10-1558); authorizing Commissioner Michael Karukin to enter into negotiations with the Petition Committee challenging Ordinance no. 10-1558; authorizing the Town Manager and Town Attorney to do all things necessary to effectuate the terms of this resolution; providing for an effective date.

Action required and responsible person(s):

Town Planner, Shelley Eichner, Calvin, Giordano and Associates will work with Town Clerk, Debra Eastman to set up the joint meeting of the Town Commission and the Planning and Zoning Board. The meeting will include the Design Review Board and the members of the Petition Committee will be encouraged to attend. Town Planner, Sarah Sinatra has provided the zoning code feedback form to the participants.

Current Status: The joint meeting was held November 4, 2010.

23. Town Manager, Roger Carlton will report to the Town Commission at the November 9, 2010 meeting on financing the water, sewer and storm drainage project. Mayor, Vice Mayor and Commissioners to provide names for a citizen review committee to assist the Town Manager in the review of the alternatives.

Current Status: See related agenda item and backup documentation which includes detailed information from Bryant Miller Olive (bond counsel), PFM Group (financial advisor) and Calvin Giordano and Associates (project engineers).

24. Town Manager, Roger Carlton provided an ad for an RFP for a concession stand to Parks and Recreation Director, Tim Milian for review. Tim Milian to obtain the RFP for use in the selection of the vendor for the Community Center. Timing of the procurement to coincide with planned opening of the facility.

Current Status: An RFP is being drafted for December review by the Parks and Recreation Committee and the Town Commission. The Parks and Recreation Director is developing a preliminary report on the possibilities of going in-house or contracting out for concession services. A final recommendation to the Town Commission will include the Parks and Recreation Committee and Town Manager's input.

25. Human Resources Coordinator, Yamileth Slate-McCloud reported that a new position of part time Maintenance Worker II, will be posted in order to hire by mid November. The position will address cleaning parking lots and when time available, downtown areas.

Current Status: Receipt of applications for the position closed on October 29, 2010. Recruitment should be completed on or before mid-November 2010.

26. Police Chief David Allen and Assistant Chief John DiCenso will manage the implementation of red light cameras now reduced to five for completion by February 1, 2011 and the installation of parking meter pay stations which will be completed by early December, 2010. Reports regarding both projects will appear on the Town Commission monthly agenda.

Current Status: The following implementation requirements have been completed:

Red Light Cameras

The Finance Department submitted the Financial Information Request form, W9 form, and the Surfside Annual Financial Report on October 11 to American Traffic Solutions (ATS). The Finance Department completed and submitted the User Identification Request form for access to the Violation Processing System on October 14 to ATS.

The designs for four of the five approaches have been completed and permits have been applied for from the Florida Department of Transportation (FDOT). The following approaches for Surfside were submitted on Oct 11, 2010 to FDOT:

- SB Harding Avenue @ 88th St
- NB Collins Avenue @ 88th St

The following approaches for Surfside were submitted on Oct 15th to FDOT:

- NB Collins Avenue @ 90th St
- NB Collins Avenue @ 93rd St

The design for NB Collins Avenue at 96th St is not complete, but will be within a week. Plans for the first four approaches should be approved by FDOT not later than November 30, 2010.

The Business Rules Questionnaire was reviewed and revised by the Police Department on October 19, 2010 and submitted to ATS.

Multi-Space Meters – Status Report

- Delivery date mid November 2010
- Installation scheduled for the third week of November 2010
- 9 concrete base pads for the meters have been poured
- Protective bollards to be installed during the week of November 25, 2010
- Striping near one multi space meter in the Abbott lot being scheduled
- Working on agreement with scrap metal vendor for disposal of meter poles/heads
- Information letter and FAQ will be placed on Town website and e-mailed to Eli Tourgeman. FAQ insert to be placed in the next issue of Gazette (see attachment). Flyers to be distributed this week to business district
- Working with Business Association on parking coupon program. Two Commissioners have requested policy discussion on this item before program is finalized. This will happen as a Town Commission agenda item in December 2010
- Enterprise Management System contract amendment being reviewed by the Town Attorney
- SunTrust Bank selected as credit card processor
- Contract amendment with LAZ Parking being reviewed for one year meter maintenance and collection being reviewed by Town Attorney
- Go-live date in early December still on target

27. Tourist Bureau Director, Duncan Tavares will prepare a report on the strategy for the complete disposition of library materials for the November Town Commission agenda.

Current Status: This item appears as an agenda item on the November 9, 2010 Town Commission meeting.

28. Town Attorney, Lynn Dannheisser was authorized to cease further action regarding F&P Aluminum Screen, Inc. purchase of impact windows for the lifeguard stand. This action was taken due to the low probability of any compensation in relation to potential legal costs. Town Manager, Roger Carlton instructed to implement procedures that will avoid any recurrence of this problem.

Current Status: Processing concluded. Item completed.

29. Building Official, Paul Gioia will give an update at the November Town Commission meeting on the status of the code enforcement amnesty program.

Current Status: See attachment.

30. Town Manager, Roger Carlton and Commissioner Edward Kopelman will attend the Comprehensive Plan Amendment hearing at the Village of Bal Harbour on October 19, 2010 at 7 pm. A report to the Town Commission will be made after the Bal Harbour meeting.

Current Status: The Bal Harbour Council deferred this item for a brief period. Vice Mayor Joe Graubart, Commissioner Ted Kopelman and Town Manager attended the meeting of the Village Council and requested that the project not move forward until the impacts on Surfside could be discussed. Town Manager Roger Carlton has met with Bal Harbour Shops attorney. See attached Miami Herald Neighbors article.

31. The Town Commission authorized Martin Sherwood, Finance Director to pay total reimbursement of \$100 per household for the purchase of Miami-Dade Public Library system cards for Surfside residents to a total of \$12,000 for the 2010-2011 budget year.

Current Status: Progress is on-going. No further report is necessary.

32. Town Manager, Roger Carlton in conjunction with Town Attorney, Lynn Dannheisser will finalize the informational mailer to Town residents regarding the Charter change question on the November 2, 2010 ballot.

Current Status: Mailer sent out the week of October 18, 2010. Item completed.

33. Town Manager, Roger Carlton will prepare a policy for the photo/film permit program in conjunction with input from Surfside citizens. A report will be prepared by Parks and Recreation Director Tim Milian, Police Chief David Allen and Tourist Bureau Director, Duncan Tavares for the December 14, 2010, Town Commission agenda.

Current Status: Research in progress. Final report to be presented in December.

34. Mayor Daniel Dietch will schedule a Town Hall meeting to introduce Interim Town Manager, Roger Carlton to the community.

Current Status: Meeting not yet scheduled due to very heavy calendars.

35. Tourist Bureau Director, Duncan Tavares will make a formal request to follow up on the offer of Miami-Dade County Commissioner Sally Heyman to bring the book mobile to Surfside.

Current Status: Commissioner Heyman was contacted and informed Duncan Tavares that Miami-Dade County Public Library policy is not able to provide the book mobile if the institution is not a member of the library taxing district.

36. Town Manager, Roger Carlton will review the potential linking of the Surfside circulator bus with other communities to allow residents transportation to the Sunny Isles library and possible other destinations. A report will be made to the Town Commission at their November meeting.

Current Status: Town Manager met with town managers from Bal Harbour and Bay Harbor Islands. A meeting with Sunny Isles Beach city manager is to be scheduled. Pursuant to questions raised by Mayor Daniel Dietch regarding a detailed plan with nodal points (meeting locations). This item will appear on the December 14, 2010 Town Commission agenda.

37. Town Manager, Roger Carlton and Town Attorney, Lynn Dannheisser will review and suggest a more efficient process for ordinances to be heard by both the Town Commission and Planning and Zoning Board. A report will be made to the Town Commission at their November meeting.

Current Status: Town Attorney will provide a progress report at the November 9, 2010 Commission meeting.

38. Town Manager, Roger Carlton instructed Public Works Director, Fernando Rodriguez with the assistance of John Messarian, Engineer with Calvin, Giordano and Associates to obtain information regarding a water saving program that would provide reduced water usage in toilets. A report will be presented to the Town Commission at their November meeting.

Current Status: Research still in progress.

39. Town Manager, Roger Carlton and Town Clerk, Debra Eastman will work with Vice Mayor Joe Graubart to extend an invitation to Robert Meyers from Miami-Dade County Commission on ethics to come to the November Commission meeting to discuss concerns with public debt.

Current Status: After discussion it was determined that due to the length of the agenda, the invitation to Mr. Meyers will not be made at this time. By way of information, Mr. Meyers has previously spoken with the Commission regarding ethics requirements. Item completed.

40. Town Manager, Roger Carlton to review former Vice Mayor Marc Imberman's newsletter and determine if the newly created after action document could be mailed to that email group.

Current Status: The email address list of this group was provided in Word format. The list contained approximately 400 addresses. Each email address on the list has to be individually typed into a database to create a usable list. This process is projected to be complete during November 2010. Item completed.

41. Town Manager, Roger Carlton and Human Resources Coordinator, Yamileth Slate-McCloud will review the request of Commissioner Marta Olchyk to tie salary increases to a performance review and will report back by January, 2011.

Current Status: Research in progress. Report to be presented in January 2011.

42. Investigate whether it is worthwhile to employ a grant coordinator (Commissioner Karukin)

Current Status: Funds are available in the FY 2010/11 budget to retain a part time grant writer. The recruitment will begin during November.

43. Prepare a Five Year Financial Plan (Mayor Dietch)

Current Status: Meeting held with Carl Berkey-Abbott, budget consultant on October 22, 2010. Project will begin in early November and meet the six month time limit committed by the Town Manager.

44. Kindle Wireless reading devices available in the Reading Room of the Community Center Addition. (Vice Mayor Graubart)

Current Status: A small area with comfortable furniture will be provided in the Community Center for residents to use Kindles. Procedures will be developed prior to opening.

45. Study of Impact Fees (Commissioner Karukin)

Current Status: Impact fees being reviewed to assess cost and funding of required studies. Report to the Commission in January 2011.

46. Install On-Line Billing System (Commissioner Karukin)

Current Status: Being investigated along with payment options. The multi-space meter contract for credit card payment processing allows payment for utilities by credit card to be added. Online to follow.

47. Seek permission to use Bal Harbour basketball court and Sunny Isles skate park

Current Status: Town Manager Roger Carlton will discuss with appropriate Town Managers. Report to be made at the December 14, 2010 Town Commission meeting.

48. Pension Audits

Current Status: Audits for FY 08/09 were distributed to Town Commission. Audits for FY 09/10 are underway and in the early stages. The Pension audit process is separate from the Town audit which is also underway.

49. Town Clerk to research how the Town of Surfside voted on the People's Transportation Plan approximately 4 years ago

Current Status: The Miami-Dade County Supervisor of Elections has been requested to provide information. Report sent to the Town Commission. See attachment. Item completed.

50. Town Manager to meet with Rabbi Lipskar of the Shul of Bal Harbour

Current Status: The meeting took place with Commissioner Kopelman and Town Attorney Lynn Dannheisser in attendance. Item completed.

51. No handicap ramps on 90th Street and 92nd Street (Commissioner Kopelman)

Current Status: Ramps have been installed as an ARRA project. Item completed.

52. Status of Town of Surfside Evaluation and Appraisal Report (EAR)

Current Status: Per Town Planner Shelley Eichner, the next EAR update is due October 1, 2012.

53. Community Garden and Farmers Market (Mayor Dietch)

Current Status: There is FY 10/11 budget allocation of \$5000 for this project. Town Manager Roger Carlton will meet with the Beautification Committee and other supportive individuals to initiate this project in January 2011.

54. Make street ends more attractive (Mayor Dietch)

Current Status: This project is underway and will remain ongoing.

55. Explore broadcasting Channel 77 on ATT U-Verse (Mayor Dietch)

Current Status: Town Manager Roger Carlton will meet with AT&T officials to determine technical requirements and bring a recommendation to the Town Commission in January 2011.

56. R. Zambrano – Feral Cat Issue

Current Status: The Zambrano cat issue still continues. Town Manager Roger Carlton will meet with Mr. Zambrano to seek a long lasting resolution. Matters of this nature and how they are resolved will be included in the discussion by the Code Enforcement Committee.

57. Information on website re: completion of Community Center

Current Status: Chris Giordano will update the completion date on the website.

58. First reading of Commercial Vehicle Restricted Parking Ordinance

Current Status: Ordinance being prepared by Town Attorney Lynn Dannheisser for inclusion on November 9, 2010 Town Commission agenda. Item completed.

59. Keep America Beautiful (Mayor Dietch)

Current Status: Tim Milian will investigate and report during the December 14, 2010 Commission meeting.

60. Recycle containers for glass and aluminum in Downtown area and beach and used small battery containers in other areas

Current Status: Public Works Director Fernando Rodriguez has investigated this process and a report will be made during the December 14, 2010 Commission meeting.

61. SOBER House status

Current Status: Fausto Gomez, Town lobbyist is monitoring this situation in Tallahassee and will keep the Town Commission, Town Attorney and Town Manager aware of any developments. Item completed.

62. Bal Harbour Juice Bar (Commissioner Kopelman/Mayor Dietch)

Current Status: The goal of this assignment is to determine if there is a legal method to encourage businesses in Surfside not to use the name of another community in their logos. Town Attorney Lynn Dannheisser working on this.

63. Lot on 96th Street Owned By Young Israel Complaints of Trash

Current Status: Mike Garcia will investigate and take appropriate action. Item completed.

64. Baynanza – yearly event in need of new chairperson

Current Status: The Town Clerk will seek names from Town Commissioners.

65. PACE program – special assessment districts for home energy efficiency improvements

Current Status: Shelley Eichner will investigate and report in December 2010.

66. Canine feces bag receptacles installation

Current Status: Duncan Tavares will coordinate a study including potential sponsorships. Report back in January 2011.

67. Rumor of early Community Center building permit signatures by unauthorized officials

Current Status: Review is underway by Paul Gioia.

68. Plaque in Veteran's Park for J. Coto Eagle Scout beautification effort

Current Status: Tim Milian will prepare and install an appropriate recognition.

69. PILOTS - Payments In Lieu of Taxes

Current Status: Town Attorney and Town Manager will research and report back regarding the potential for this funding source. Report will be provided in January 2011.

70. Mobility Study

Current Status: Shelley Eichner and Sarah Sinatra will review and report in January 2011.

71. Whitefly Infestation: Vice Mayor Graubart requested information relative to possible Town program

Current Status: Information provided. Item completed.

NOTE: FOR THE DETAILED AGENDA AND TOWN COMMISSION VOTES PLEASE REFER TO THE AGENDA WITH VOTES INCLUDED ON THE WEBSITE.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

FY 2007-2010 TOTAL

Department	Total Paid to CGA	Subconsultant Fees (NON CGA)	Total Earned by CGA for direct services	Cost Recovery & Permit Fees Paid to Surfside	Grant Monies earned for design / construction
Engineering	\$ 1,192,602.54	\$ 103,512.65	\$ 1,089,089.89	\$ -	\$ 1,098,500.00
Survey	\$ 263,948.46	\$ 26,040.00	\$ 237,908.46	\$ -	\$ -
Data Tech and Development	\$ 323,894.62	\$ -	\$ 323,894.62	\$ -	\$ -
Construction	\$ 13,819.70	\$ -	\$ 13,819.70	\$ -	\$ -
Planning	\$ 744,121.87	\$ -	\$ 744,121.87	\$ 45,763.93	\$ -
Misc Reimbursables/Consultants	\$ 139,863.66	\$ 39,767.64	\$ 100,096.02	\$ -	\$ -
Traffic	\$ 3,074.63	\$ -	\$ 3,074.63	\$ -	\$ -
Emergency Management and Planning	\$ 53,276.83	\$ -	\$ 53,276.83	\$ -	\$ -
Indoor Air Quality	\$ 180.00	\$ 180.00	\$ -	\$ -	\$ -
Building Code Services	\$ 698,573.71	\$ 12,890.00	\$ 685,683.71	\$ 489,001.60	\$ -
Government Services	\$ 186,734.74	\$ -	\$ 186,734.74	\$ -	\$ -
Landscape Architecture	\$ 164,275.53	\$ -	\$ 164,275.53	\$ -	\$ -
TOTAL	\$ 3,784,366.29	\$ 182,390.29	\$ 3,601,976.00	\$ 534,765.53	\$ 1,098,500.00

Total earned by CGA for direct services (minus grant monies) \$ 1,968,710.47

NOTES:

Cost Recovery & Permit Fees paid to surfside for Building Code Services is an estimate. This was assumed at 70% of the total Fees paid to CGA based on historical data. CGA does not have access to the actual amounts paid to Surfside. We have suggested that the city research and provide this number to be as accurate as possible.



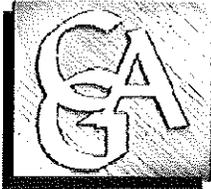
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

FY 2007

Department	Total Paid to CGA	Subconsultant Fees (NON CGA)	Total Earned by CGA for their direct services	Cost Recovery & Permit Fees Paid to Surfside	Grant Monies earned for design / construction
Engineering	\$ 86,636.25		\$ 86,636.25		
Survey	\$ 26,492.50		\$ 26,492.50		
Data Tech and Development	\$ 30,722.50		\$ 30,722.50		
Construction	\$ 5,027.50		\$ 5,027.50		
Planning	\$ 91,656.25		\$ 91,656.25		
Misc Reimbursables/Consultants	\$ 44,694.67	\$ 22,314.00	\$ 22,380.67		
Traffic					
Emergency Management and Planning	\$ 16,845.00		\$ 16,845.00		
Indoor Air Quality					
Building Code Services	\$ 7,025.00		\$ 7,025.00	\$ 4,917.50	
Government Services	\$ 94,920.00		\$ 94,920.00		
Landscape Architecture					
TOTAL	\$ 404,019.67		\$ 381,705.67	\$ 4,917.50	\$ -

Total earned by CGA for direct services (minus grant monies) \$

376,788.17



an Employee Owned Company

Calvin, Giordano & Associates, Inc.

E X C E P T I O N A L S O L U T I O N S

FY 2007 Projects

Project Name

- Community Center
- Beach Walk Survey
- Evaluation and Appraisal Report
- Website Redevelopment
- Misc. Stormwater Designs

Cost Recovery Projects:



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

FY 2008

Department	Total Paid to CGA	Subconsultant Fees (NON CGA)	Total Earned by CGA for their direct services	Cost Recovery & Permit Fees Paid to Surfside	Grant Monies earned for design / construction
Engineering	\$ 408,022.75		\$ 408,022.75		
Survey	\$ 129,276.25		\$ 129,276.25		
Data Tech and Development	\$ 118,284.12		\$ 118,284.12		
Construction	\$ 3,775.00		\$ 3,775.00		
Planning	\$ 274,420.50		\$ 274,420.50	\$ 4,290.00	
Misc Reimbursables/Consultants	\$ 67,448.25	\$ 12,655.00	\$ 54,793.25		
Traffic					
Emergency Management and Planning	\$ 28,002.50		\$ 28,002.50		
Indoor Air Quality					
Building Code Services	\$ 311,966.50		\$ 302,836.50	\$ 218,376.55	
Government Services	\$ 8,942.50	\$ 9,130.00	\$ 8,942.50		
Landscape Architecture	\$ 130,335.00		\$ 130,335.00		
TOTAL	\$ 1,480,473.37		\$ 1,458,688.37		\$ -

Total earned by CGA for direct services (minus grant monies)

\$ 1,458,688.37



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

FY 2008 Projects

Project Name

- Community Center
- Beach Walk Survey
- Signage Inventory
- Community Development
- General Planning and Zoning
- Website Maintenance and Dvelopment
- Emergency Management
- Evaluation and Appraisal Report
- Website Redevelopment
- Misc. Stormwater Designs
- Water Supply Plan
- Comprehensive Plan Amendments
- Debris Management Plan
- Town Property Record Reviews
- Misc. Water & Sewer Projects
- Public Works
- Disaster Preperation
- Information Technology
- Broadcasting
- Beach Walk
- Building Code Services

Cost Recovery Projects:


Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS

FY 2009

Department	Total Paid to CGA	Subconsultant Fees (NON CGA)	Total Earned by CGA for their direct services	Cost Recovery & Permit Fees Paid to Surfside	Grant Monies earned for design / construction
Engineering	\$ 413,505.20	\$ 94,064.11	\$ 319,441.09		
Survey	\$ 103,746.79	\$ 26,040.00	\$ 77,706.79		
Data Tech and Development	\$ 100,822.75		\$ 100,822.75		
Construction	\$ 1,409.65		\$ 1,409.65		
Planning	\$ 207,237.39		\$ 207,237.39	\$ 9,301.54	
Misc Reimbursables/Consultants	\$ 16,801.75	\$ 3,836.14	\$ 12,965.61		
Traffic	\$ 77.50		\$ 77.50		
Emergency Management and Planning	\$ 8,429.33		\$ 8,429.33		
Indoor Air Quality	\$ 180.00	\$ 180.00	\$ -		
Building Code Services	\$ 337,484.87	\$ 3,760.00	\$ 333,724.87	\$ 236,239.41	
Government Services	\$ 13,702.78		\$ 13,702.78		
Landscape Architecture	\$ 25,674.33		\$ 25,674.33		
TOTAL	\$ 1,229,072.34		\$ 1,101,192.09		\$ -

Total earned by CGA for direct services (minus grant monies)

\$ 1,101,192.09



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

FY 2009 Projects

Project Name

Community Center
 Beach Walk Survey
 Signage Inventory
 Community Development
 General Planning and Zoning
 Website Maintenance and Development
 Emergency Management
 Evaluation and Appraisal Report Ammendments
 Misc. Stormwater Designs
 Water Supply Plan
 Comprehensive Plan Amendments
 Debris Management Plan
 Town Property Record Reviews
 Misc. Water & Sewer Projects
 Public Works
 Information Technology
 Beach Walk
 Building Code Services
 Traffic Management Program
 Stop Sign Traffic Analysis
 Tourist Bureau
 General Survey & GIS Services
 Water Main Replacements
 90th Street Seawall

Cost Recovery Projects:

Grand Surfside Hotel Site Plan
 Young Israel LUPA
 9200 Collins Hotel
 9501 Collins Hotel

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

FY 2010						
Department	Total Paid to CGA	Subconsultant Fees (NON CGA)	Total Earned by CGA for their direct services	Cost Recovery & Permit Fees Paid to Surfside	Grant Monies earned for design / construction	
Engineering	\$ 284,438.34	\$ 9,448.54	\$ 274,989.80		\$ 1,098,500.00	
Survey	\$ 4,432.92		\$ 4,432.92			
Data Tech and Development	\$ 74,065.25		\$ 74,065.25			
Construction	\$ 3,607.55		\$ 3,607.55			
Planning	\$ 170,807.73		\$ 170,807.73	\$ 32,172.39		
Misc Reimbursables/Consultants	\$ 10,918.99	\$ 962.50	\$ 9,956.49			
Traffic	\$ 2,997.13		\$ 2,997.13			
Emergency Management and Planning						
Indoor Air Quality						
Building Code Services	\$ 42,097.34		\$ 42,097.34	\$ 29,468.14		
Government Services	\$ 69,169.46		\$ 69,169.46			
Landscape Architecture	\$ 8,266.20		\$ 8,266.20			
TOTAL	\$ 670,800.91		\$ 660,389.87	\$ 61,640.53	\$ 1,098,500.00	

Total earned by CGA for direct services (minus grant monies) \$ (499,750.66)



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS

FY 2010 Projects

Project Name

Community Center
 Community Development
 General Planning and Zoning
 Website Maintenance and Development
 Emergency Management Plan
 Evaluation and Appraisal Report Ammendments
 Misc. Stormwater Designs
 Comprehensive Plan Amendments
 Misc. Water & Sewer Projects
 Public Works
 Information Technology
 Building Code Services
 Stop Sign Traffic Analysis
 Water Main Replacements
 90th Street Seawall
 Capital Improvement Plan Updates
 CC Video Recording

Cost Recovery Projects:

Grand Surfside Hotel Site Plan
 Young Israel LUPA
 Young Israel Site Plan



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Surfside Summary of Grants Received

Purpose	Total Costs	Grant Funds	Town Costs
Sanitary Sewer Improvements	\$ 133,333.00	\$ 100,000.00	\$ 33,333.00
Drainage Improvements	125,000	125,000	
Drainage Improvements	1,622,000	873,500	873,500
	\$ 1,880,333	\$ 1,098,500	\$ 906,833

Agency	Amount	Submitted	Award	Likelihood
SFWMD	\$ 570,000.00	October 15, 2010	Mid summer	Good
FEMA-pre disaster mitigation	\$2,983,537.50	October 8, 2010	Mid summer	Good

As of October 27, 2010 there are two pending grants; however, additional grants and possible other funding sources are to be explored before the end of the year.



**Town of Surfside
Commission Communication**

Agenda Date: November 9, 2010

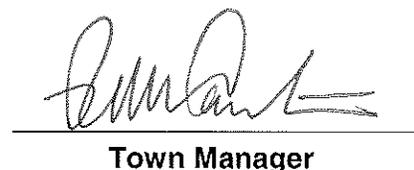
Subject: AFTER-ACTION RESPONSE TO ITEM #14: IMPACT OF WATER MAIN REPLACEMENT PROJECT ON WATER LINES

Our Town Engineers and Public Works Director have reviewed resident Shirley Baker's concerns about the impact that the new water main lines can have on the residential homes' interior water pipes. The existing water main lines that serve many of the Town's residences are located at the rear of the property. These pipes are of small diameter, generally two and four inches. In addition, the condition of most of the pipes has deteriorated due to their age. The pipes' interiors are corroded and mineralized. Any existing deficiencies in a residence's *interior* water lines—whether small cracks or outright leaks—will persist and not necessarily worsen as a result of the new, upgraded water main lines. In other words, if the interior lines are in good condition, the new system would not cause any issues. If the lines are weak and prone to leaks, the new system will not worsen this condition.

The National Fire Code requires that water systems have the capacity to deliver 2,500 gallons per minute at the fire hydrant. This required flow must be accompanied by a minimum "residual" pressure of 20 pounds per inch (psi). The new water main lines will enable the Town to meet the fire code flow requirement while providing the required water pressure system-wide.

Existing pressures in the overall water system are generally below 60 psi and will not change significantly when the upgraded lines are installed. However, due to their larger size and new condition the lines will deliver a higher flow. In conclusion, the piping within existing houses will not be subjected to higher pressures. If requested by the owner, a pressure regulator will be installed to limit the potential risk within older homes.


Department Head


Town Manager

Cc: Shirley Baker
Chris Giordano
John Messerian
Fernando J. Rodriguez



TOWN OF SURFSIDE
 BUILDING DEPARTMENT
 MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154

“Code Compliance Amnesty Program” (Update)

October 27, 2010

On May 11, 2010, the Town of Surfside Commission approved Resolution No. 10-1934 prepared by the Building Department, granting residents that were issued Courtesy Notices for non life threatening issues a One Hundred Twenty Day (120) Amnesty period for them to correct Code Compliance issues without fines or penalties.

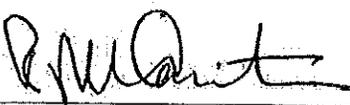
These amnesty letters were mailed on July 15, 2010 to all residents that were issued “Courtesy Notices” that met the criteria of the amnesty program. A total of one hundred fourteen (114) amnesty letters were mailed.

On October 13, 2010 a reminder notice was mailed to all those that were not in full compliance with the Amnesty Program.

There are now forty five (45) residents in full compliance, twenty four (24) residents who are making an effort to comply before the end of the amnesty period and forty five (45) residents, appear to be making no effort to comply.

November 15, 2010 is the closing date for the Amnesty Program and those who have made no effort will be cited and brought to the Special Masters process.


 Michael Garcia – Code Compliance Officer


 Roger M. Carlton – Interim Town Manager

BAL HARBOUR

Mall's expansion is placed on hold

■ The Bal Harbour Council puts off voting on a plan to expand Bal Harbour Shops.

BY RODOLFO ROMAN

Special to The Miami Herald
A proposal to expand Bal Harbour's upscale shopping mall has been put on hold.

At Tuesday's local planning agency meeting, the Bal Harbour Council unanimously voted to defer an ordinance by Bal Harbour Shops to amend land usage for two locations: Church By The Sea, 501 96th St., and Village Hall, 655 96th St.

The owners of Bal Harbour Shops want to purchase the sites to expand the mall to include retail stores, a high-end movie theater and a banquet facility, said attorney John Shubin, representing the Whitman family, who owns the mall.

"Many of you have probably lived here a long time probably

knowing that the idea of expansion at The Bal Harbour Shops has been thought about by the Whitman family for probably 20, 30, 40 years," Shubin said. "So there is no secret that expansion has been on the mind of the Bal Harbour Shops."

A contract to purchase both properties and a site plan had not been finalized, he added.

The item will be discussed at next month's council meeting. The proposal would need two votes to be considered.

Mayor Jean Rosenfield said it was too soon for the council to decide the issue.

"We are committed to an open transparent process on all matters that come before the Bal Harbour Village Council," she said. "I will make certain that all parties are heard on this matter prior to any decision being reached."

In September, the Bal Har-

bour Shops submitted its application to amend the land usage on the Church By The Sea's 0.62 acres from institutional to commercial, and Village Hall's 0.356-acre property, from municipal to commercial.

Developer and owner Stanley Whitman, who was at the meeting, opened Bal Harbour Shops in 1965 on the site of the former World War II army barracks.

Whitman persuaded Neiman Marcus to open its first store outside of its native Texas. In 1976, Saks Fifth Avenue followed. Currently, the mall houses 100 stores, from Prada to Gucci to Bulgari, in addition to Neiman's and Saks.

Shubin said the Whitmans submitted the application because of Amendment 4. If approved on Tuesday, the proposed statewide amendment to Florida's constitution would require voter approval of

changes to comprehensive plans that guide development in cities, towns and counties across the state.

The amendment, if approved, would give voters veto power over elected officials' decisions, such as the type the Whitman family is seeking.

Shubin said an approval by the council would have at least started negotiations, but also noted the process would not move forward unless there was a demand from retailers.

"We would like a signal from you of an affirmative vote that is worth our time and effort to at least begin the dialogue," Shubin said.

Not knowing the impact of Amendment 4, resident Neil Alter said approving the proposal would be premature.

"It seems like they are pulling the cart before the horse," he said. "I don't know why it is nec-

essary to approve something when, in effect, the respective counter parties have had no opportunity to consent to the process."

Surfside's interim town manager, Roger Carlton, suggested the council be cautious, noting that traffic could become an issue if expansion occurred. Surfside lies just south of Bal Harbour.

"The studies for both of these applications of traffic acknowledge that 53 percent of the traffic movement coming to and from [the mall] is south of 96th Street," he said. "Yet the study that was done on traffic is to the north of 96th Street."

Bal Harbour resident Dina Cellini said she wouldn't be opposed to the mall's expansion. "If this expansion is fabulous and tremendous for the community, in many respects it'll sell itself," she said.

COUNTY CONDADO KONTE

County Transportation Expansion Question

Shall the County implement the People's Transportation Plan including: Plans to build rapid transit lines to West Dade, Kendall, Florida City, Miami Beach and North Dade; expanding bus service; adding 635 buses; improving traffic signalization to reduce traffic backups; improving major and neighborhood roads and highways, including drainage; and funding to municipalities for road and transportation projects by levying a ½ percent sales surtax whose proceeds will be overseen by the Citizen's Independent Transportation Trust?

Propuesta para ampliar el transporte en el Condado

¿Deberá implementar el Condado el Plan de Transporte del Pueblo que incluiría proyectos para la construcción de líneas de transporte rápido hasta el oeste de Miami-Dade, Kendall, Florida City, Miami Beach y el norte del Condado; la adición de 635 autobuses; la ampliación del servicio de autobuses; la mejora de las señales del tránsito para reducir el estancamiento del tráfico y la mejora de las carreteras principales y las vías públicas de los vecindarios, así como obras en el drenaje y fondos para que los municipios realicen obras en el transporte y en sus vías públicas, todo ello mediante la imposición de un recargo tributario sobre las ventas de un ½ por ciento, la disposición de cuyos fondos sería supervisada por el Fideicomiso Cívico Independiente del Transporte?

Kesyon Agrandisman Transpo Konte An

Èske se pou Konte an mete an aksyon Plan Transpò Pèp lan ki genyen ladan li: plan pou yo bati yon liy transpò piblik rapid nan Wès Dade, Kendall, Florida City, Miami Beach ak Nò Dade; agrandi sèvis otobis yo, ajoute 635 otobis; amelyore limyè ak siyal sikilasyon yo pou redui anbouteyaj yo; amelyore wout prensipal yo ak wout rezidansyèl yo ak otowout yo, ak drenaj yo tou; epi jwenn lajan pou bay minisipalite yo pou pwojè woutye ak transpò yo an metan yon taks sou lavant de ½ pousan ke Fondasyon Sitwayen Endepandan Transpò "Citizen's Independent Transportation Trust" va kontwole?

YES/SÍ/WI	134
NO/NO/NON	135

ITEM 49

Election Homepage

Go To ==> [Election Homepage](#)
E-Mail: <grs@co.miami-dade.fl.us>

Precincts
Processe

General Election
Miami-Dade County, Florida

Precincts
Pending

November 5, 2002

Precincts Processed

Precincts Pending

[Previous Race](#)
[List of Races](#)
[Next Race](#)

Registered Voters: 959720

Ballots Cast: 508596

Voter Turnout: 52%

[List of Areas](#)

Precincts in Race

Precincts in This Race: 747

Precincts Counted: 747

Percentage Reported: 100%

Miami-Dade County Question Peoples Transportation Plan?	YES	306786	66.0%
	NO	158175	34.0%

ITEM 49

Election Homepage

Go To ==> [Election Homepage](#)
E-Mail: <grs@co.miami-dade.fl.us>

Precincts
Processse

General Election
Miami-Dade County, Florida

Precincts
Pending

November 5, 2002

Precincts Processed

Precincts Pending

Race 054: Precinct 009

Precincts in Race

Registered Voters: 2729

Ballots Cast: 1271

Voter Turnout: 46%

List of Areas

<u>Miami-Dade County Question</u> <u>Peoples Transportation Plan?</u>	YES	656	56.99%
	NO	495	43.01%



TOWN OF SURFSIDE

9293 Harding Avenue
Municipal Building
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863
(305) 861-1302

Page 1
Town of Surfside
Projects Progress Report

Daniel Dietch
Mayor

Joe Graubart
Vice Mayor

Marla Olchyk
Commissioner

Michael Korukin
Commissioner

Edward Kopelman
Commissioner

Roger M. Carlton
Town Manager

TOWN OF SURFSIDE PROJECTS PROGRESS REPORT NOVEMBER, 2010

1. **Community Center** – The Contractor has poured all sixteen Y Columns. These columns have cured and the forms have been stripped. The Contractor has also installed the storm water drainage structures, the rough plumbing and the rough electric under the foundation. The Contractor has also formed and poured the structural slab foundation. The next phase of work will be to install the required shoring and formwork to pour the roof slab. Simultaneously with the roof work, the piping and excavation for the pool and spa will begin.

2. **Planning and Community Development** – Staff prepared staff reports for ordinances that had first and second reading at the October 12th Town Commission meeting. The ordinances that passed on first reading were subsequently reviewed at the October 28th Planning & Zoning Board Meeting. Staff prepared staff reports for the October 28th Design Review Board and Planning & Zoning Board Meeting. Staff presented all of the reports at the meeting, which included minor text amendments regarding curb cuts and boat parking. Staff also created a quality assurance program that was reviewed by the Town Manager and was discussed at the October 28th meeting. Staff researched Land Use Plan amendments in Bal Harbour and Miami Beach for impacts on the Town. Staff is preparing for the joint meeting to be held on November 4th to discuss the Zoning Code. Staff continues to answer general zoning calls and emails from the public. Staff continues to review building permits for conformance with the zoning code.

3. **Website, Information Technology, TV Broadcasts** - IT has completed preparation and testing of laptops for emergency situations (disaster / post disaster) in preparation for hurricane season. Server room has been updated with new battery backup power supply and a new switch to replace a failed device. The town has been provided with quotes to replace three network switches currently installed that belong to Calvin, Giordano & Associates (CGA). The IT Department investigated the possibility of adding AT&T's U-Verse service to the broadcast feed and we are continuing to work with the new Interim Town Manager Roger Carlton to determine the cost and possibility for making the town channel available for U-Verse broadcast.

The communications committee is meeting with IT Staff to bring up new ideas for the website and the electronic communication used by the town. CGA is working on the first draft of the RFP for the new phone system.

4. Public Utilities / Engineering –

Stormwater System

The Town will address a long-term concern for all residents of the Town, who have complained to the Town for at least a decade about water backing into the streets and poor water quality in the adjacent Biscayne Bay along the Town's shores. The project directly addresses The Trust for Public Land's Biscayne Bay Accessibility report, and supports the SFWMD's Biscayne Bay Partnership Initiative (BBPI).

The project will be funded through a cost share program grant with the FDEP contributing \$873,500 and the balance of \$1,897,690 funded with a debt serviced loan. Surveying, Engineering design, FDEP / DERM permitting, grant administration and public educations are complete for this project.

The existing catch basins and stormwater collection system and the pipes have been cleaned and an atlas showing each of the improvements, condition and recommendations has been created to maintain the system on a yearly basis as required by the National Pollution Discharge Elimination System Permit. Repairs and replacement program will coincide with the Florida Department of Environmental Protection Stormwater project and grants will augment the CIP as necessary. CGA recently submitted a \$2.9 million grant to FDEP and a \$570,000 grant to South Florida Water Management, both of which have a good possibility of award.

No additional major maintenance responsibilities will result from this project. It is anticipated that the Town will provide electricity to the improvements and minor maintenance. The pumps will generally only run for testing and during storm events, but are designed to move large volumes at those times. Estimated electric power for all three stations is \$35,000 per year. These stations should have a life of at least 25 years at which point the Town anticipates cost sharing for their replacement with FDOT. To fund the replacement, the Town should reserve annually over the next 25 years.

Sanitary Sewer Collection System

The Town's sanitary sewer collection system failed to meet the Miami-Dade County (MDCC) Infiltration/Inflow (I/I) standards and exceeded the pump station run time limits, which prompted violation notices commencing in 1983. The nonconformance with the MDCC Section 24-42.2 resulted with a Consent Agreement that required the Town to complete the Sanitary Sewer Evaluation Study (SSES). The Sewer Rehabilitation Plan consists of three phases to bring the Town into compliance with the mandates from EPA, MDCC, and DERM and the Consent Agreement.

The Town's sanitary sewer system is interconnected with the Miami-Dade County Water and Sewer Department (MDWASD) system; however, Surfside maintains its own sewer collection system and two pumping stations. By agreement, the Town of Surfside shares a sanitary force main with Bal Harbour that connects to the City of Miami Beach transmission system. The tri-party agreement provides for the transmission of sewage via force mains to the MDWASD system and eventually to

the treatment plant and disposal. The agreement has expired and Bal Harbour has proposed the installation of a new line with interconnects with the existing force main, which could serve as an emergency by-pass for either town.

The implementation of the proposed rehabilitation of the existing sanitary sewer system is as follows:

Phase I: Phase I was completed by placing full dish gaskets on all manhole openings. In addition, any rain water leaders found to be attached to the sewer lines will be disconnected from the sanitary sewer system. All service laterals are planned to be either replaced or lined in Phase II to reduce infiltration of ground water.

Phase II: Phase II includes investigating sewer problems using video, which has been completed, along with a complete inventory and atlas of the condition of the system. Smoke testing and other techniques will be used at the time of relining the existing sanitary system to determine the sources of offsite infiltration / inflow from private properties. All broken sanitary lines will be repaired or lined, as determined by the analysis. Severely deteriorated manholes will be sealed with a "Supercoat" system or full liner to reduce infiltration. Costs and unit prices have been established for lining the moderately cracked pipes and point repairs for the broken pipes. To avoid a construction moratorium, the Town is currently coordinating with the Florida Department of Transportation and their engineering consultant R. Aleman and Associates to determine Harding and Collins overlay impacts to sanitary sewer lining/replacement, as well as other utility improvements.

Phase III: Phase III will consist of renovating the existing pump stations and installation of emergency generators to bring the system back into compliance with the current law, codes and Consent Decree.

Water Distribution System

This project provides for the replacement of several miles of water system pipe known to be in particularly poor repair with substantial loss of water between the Town's Master Meters and the consumer. A replacement program is long overdue for the entire system, including valves, hydrants, and auto read meters. The construction time will be 15 months in conjunction with the sanitary sewer and stormwater projects. The 5-year CIP addresses minimal repairs only to maintain the current level of service.

The Town of Surfside's potable water is provided by the Miami-Dade County Water and Sewer Department (MDWASD), which provides service for approximately two million customers in Miami-Dade County. The Town of Surfside is considered as a wholesaler; however, must abide by the same rules, regulations, law, and code as the County.

The water is distributed to residents and commercial business by the Town via approximately 11 miles of cast iron pipe installed in 1938. Primary mains feeding the system run under the Town's streets and vary in size from 6-inch to 16-inches in diameter, which feed three-inch and four-inch water lines located along the rear property lines. Disrepair and corrosion for over 70 years has created a fragile water distribution system that has repetitive breaks, loss of pressure, loss of potable water, pavement restoration and other expenses.

In accordance with the approved Surfside Comprehensive Plan, the Town's goals for potable water are as follows:

- A. Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Note that pressure regulators will be installed at the meter to maintain a reasonable pressure at the point of service.
- B. Water quality shall meet all federal, state, and county primary standards for potable water.
- C. The level of service (LOS) standard for potable water facilities shall be 155 gallons per capita per day.

A water main replacement program has been implemented In order to provide uninterrupted potable water, improve level of service Town-wide, and meet ISO fire demands of 2,500 gpm with a 20 psi residual in the line. Currently, construction documents are complete for a Town-wide replacement of the water mains, meters, service laterals and fire hydrants.

Appropriations for this project have been provided in prior years amounting to \$571,200 (FY 2008, FY 2009 and FY 2010). These prior appropriations (\$508,974) may be added to the prospective 5 year total to identify the complete project total. This project total over the 5 year period is: \$6,167,174.

To reduce the costs of financing and to utilize reserves for their intended purpose, funding is proposed through a combination of water and sewer fund reserves and financing. The Town has received notice of reimbursement for \$829,000 on this project from the General Obligation Bonds (BBC). The grant amounts have been included in the calculation to reduce the recurring annual debt. CGA is also pursuing additional grants to subsidize the funding for this project.

Stormwater Master Maintenance

The stormwater drainage system is being cleaned and maintained on a yearly basis as required by the National Pollution Discharge Elimination System Permit. Repairs and replacement program coincide with the Florida Department of Environmental Protection Stormwater project and grants

Florida Department of Transportation Local Agency Program

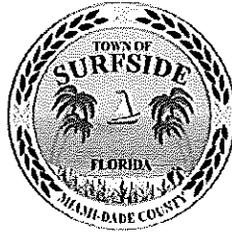
CGA assisted the Town with the Florida Department of Transportation Local Agency Program (LAP), which allows access to additional funding within the State right of ways, such as the replacement of handicap ramps, bus stop pads and solar lights along 92nd Street between Harding and Collins Avenue. This project is under construction with no matching funds required from the Town.

Grants –

CGA has applied for two grants that are under review and pending. Additional grants and possible other funding sources are being explored FY2011 funding.

Agency	Amount	Submitted	Award	Likelihood
SFWMD	\$ 570,000.00	October 15, 2010	Mid summer	Good
FEMA-pre-disaster mitigation	\$2,983,537.50	October 8, 2010	Mid summer	Good

5. **Capital Improvement Projects** - Calvin Giordano has provided the Town with a list of concerns regarding safety issues and American Disability Act access for several Beach Walk Access points in the Capital Improvement Projects reports. Upon request by The Town, the Landscape Architecture Department will provide detailed plans to address these deficient areas.



Town of Surfside Commission Communication

Agenda Date: November 9, 2010

Subject: Consultant Quality Assurance and Quality Control (QA/QC) Procedures

Background: Over the last several months there have been many different items presented to the Planning and Zoning Board and Town Commission for consideration and review. Some of these items were limited to the Development Review Board, some were discussion items raised by the Planning and Zoning Board members and other items were presented when the Board sits as the Local Planning Agency.

The Planning and Zoning Board items are brought forward in several different ways. Some items are presented to the Board after the Commission has had their first reading, some items are considered discussion items, and some items are requested by Board members or the Town Attorney.

In order to develop an orderly process, several new procedures are being developed to ensure that all items are presented in a well prepared manner. The planning staff has developed QA/QC procedures as it relates to report preparation. The procedures deal with the processing of items in terms of deadlines as well the overall review process.

At the October 28 Planning and Zoning Board meeting, the Town Attorney recommended that ordinances are first presented to the Local Planning Agency for review and then proceed to the Town Commission for first and second readings. This revised ordinance procedure will be included in updated QA/QC procedures once it is finalized.

Attached for your review are the procedures that have been implemented by the planning staff.

Attachments: Attached please find the following:

1. Consultant Quality Assurance and Quality Control (QA/QC) Procedures

Shelley Eichner

Department Head

Report Preparation - Quality Assurance and Quality Control

Development Review Board (DRB):

1. Draft Staff Reports will be completed by planning staff two weeks prior to DRB Hearing.
2. Staff Report will be reviewed by Town Planner or other CGA planning professional for QA/QC.
3. Final Staff Reports will be submitted to the Town Building Dept Clerk one week prior to DRB Hearing.

Planning & Zoning Board (P&Z):

Discussion Items

1. All discussion items must be requested at a P & Z meeting for inclusion on a future P&Z agenda.
2. Draft Staff Memos and Presentations will be completed by planning staff and reviewed by Town Planner or other CGA planning professional for QA/QC and sent to Town Attorney for review two weeks prior to P&Z Hearing.
3. Final Staff Memos and Presentations will be reviewed by Town Planner or other CGA planning professional for QA/QC after input from Town Attorney.
4. Final Staff Memos and Presentations will be submitted to the Town Building Dept Clerk one week prior to P&Z Hearing.

Ordinances

1. Two days after first hearing of an Ordinance by the Town Commission, draft Staff Memos will be updated by planning staff.
2. Staff Memos will be reviewed by Town Planner or other CGA planning professional for QA/QC and sent to Town Attorney for review.
3. Final Staff Memos and Presentations will be reviewed by Town Planner or other CGA planning professional for QA/QC after input from Town Attorney.
4. Final Staff Memos will be submitted to the Town Building Dept Clerk one week prior to P&Z Hearing.

Commission Hearings:

1st Reading of Ordinances

1. Draft Text Amendments will be completed one week prior to Town Attorney deadline date.
2. Text Amendments will be reviewed by Town Planner or other CGA planning professional for QA/QC.
3. Final Text Amendment will be submitted to the Town Attorney on deadline date.
4. Once Town Attorney has approved the ordinance, draft Commission Communication will be completed one week prior to Clerk deadline date.

5. Commission Communication will be reviewed by Town Planner or other CGA planning professional for QA/QC and then submitted to Town Attorney to ensure consistency with proposed ordinance.
6. Final Staff Memos and backup will be reviewed by Town Planner or other CGA planning professional for QA/QC after input from Town Attorney.
7. Final Commission Communication will be submitted to the Clerk on deadline date.

2nd Reading of Ordinances

1. After Planning and Zoning Board meeting, the Ordinance and Commission Communication will be updated by planning staff to incorporate any changes made by Board, reviewed by Town Planner or other CGA planning professional for QA/QC and then submitted to Town Attorney for review.
2. Final ordinance and Commission Communication will be reviewed by Town Planner or other CGA planning professional for QA/QC.
3. Final Commission Communication will be submitted to the Clerk on deadline date.



Town of Surfside Commission Communication

Agenda Item #: 3F

Agenda Date: November 9, 2010

Subject: Proposed agreement with the Miami-Dade State Attorney's Office to prosecute criminal municipal ordinances.

Background: State legislation was passed in 2004 for the State Attorney to prosecute criminal municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution or (2) the municipality has entered into a contract with the State Attorney for these prosecutions. The agreement is for the prosecution of ordinances only; the State Attorney's Office has no authority to handle appeals related to the constitutionality of ordinances.

Analysis: The proposed agreement allows the Miami-Dade State Attorney's Office to prosecute criminal ordinance violations in Surfside for the period of October 1, 2010 to September 30, 2011.

Budget Impact: The Town will be billed at the statutorily prescribed rate of \$50 per hour. It is estimated that it takes approximately 20 minutes per case or the rate \$16.67 per case. During the past three years the use of the State Attorney's Office has been very limited, however, the agreement should be in place in the event of an unforeseen occurrence required of these services.

Growth Impact: N/A

Staff Impact: N/A

Recommendation: The Town staff recommends that the Commission approve the resolution (Attachment A) to enter into the proposed agreement (Attachment B) with the Miami-Dade State Attorney's Office to prosecute criminal municipal ordinances.



David Allen, Chief of Police



Roger M. Carlton, Town Manager

RESOLUTION NO. 2010- ____

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO EXECUTE AN AGREEMENT WITH THE MIAMI-DADE STATE ATTORNEY'S OFFICE TO PROSECUTE CRIMINAL MUNICIPAL ORDINANCE VIOLATIONS IN SURFSIDE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission wishes to enter into an agreement with the Miami-Dade State Attorney's Office to prosecute criminal municipal ordinance violations in Surfside for the period of October 1, 2010 to September 30, 2011; and

WHEREAS, the Town will be billed by the State Attorney's Office at the statutorily prescribed rate of fifty (\$50.00) dollars per hour.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. The Town Commission authorizes the Town Manager on behalf of the Town of Surfside, Florida to execute the agreement with the Miami-Dade State Attorney's Office (Exhibit "A")

Section 3. The Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on this _____ day of _____, 2010.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

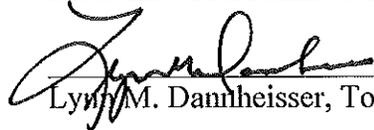
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joe Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser, Town Attorney



STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TELEPHONE (305) 547-0100

October 11, 2010

RECEIVED

OCT 18 2010

Mr. Roger M. Carlton
Acting Town Manager
Town of Surfside
9293 Harding Avenue
Surfside FL 33154

Dear Mr. Carlton:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the proposed agreement for the prosecution of ordinance violations for the period of October 1, 2010 – September 30, 2011. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at donlhorn@miamisao.com and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 & 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you will be charged at the rate of \$16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the contract or if I can provide any other information, please do not hesitate to contact me at 305-547-0562 or at donlhorn@miamisao.com.

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

By:

Don L. Horn
Chief Assistant State Attorney for Administration

DLH/cj

Enclosures

**AGREEMENT BETWEEN _____
AND THE STATE OF FLORIDA, OFFICE OF THE
STATE ATTORNEY FOR THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE
THE STATE FOR THE COST OF STATE
ATTORNEY PROSECUTION OF CERTAIN
CRIMINAL VIOLATIONS OF THE _____
CODE**

This agreement is entered into this _____ day of _____, 2010, by and between _____, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2010, through September 30, 2011. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2011, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the TOWN MANAGER + TOWN ATTORNEY.

ARTICLE VI

Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII

Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII

Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX

Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to

employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME

City Commission

By: _____
POSITION

By: _____

ATTEST

State Attorney's Office
Eleventh Judicial Circuit

By: _____

By: _____
Don L. Horn
Chief Assistant State Attorney
for Administration



Town of Surfside Commission Communication

Agenda Item #: 3G

Agenda Date: November 9, 2010

Subject: Recognition for a Surfside resident for offering training for Surfside Police Department personnel on service dogs

Background: A Surfside resident, Deborah Schilling-Jrade provides training on service animals for Miami-Dade County and has offered to train the Town's police officers on how service dogs help people with disabilities.

Analysis: The training would be beneficial for the police personnel

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A

Recommendation: Town staff recommends that the Town Commission approve the resolution recognizing Deborah Schilling-Jrade for service dog training for police personnel.

David Allen
Chief of Police

Roger M. Carlton
Town Manager

RESOLUTION NO. 2010- ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, IN RECOGNITION OF THE ROLL CALL TRAINING OF SURFSIDE POLICE OFFICERS WITH SERVICE DOGS.

WHEREAS, Town of Surfside resident Deborah Schilling-Jrade is the owner of Sago, a service dog; and

WHEREAS, the Town of Surfside Police Department is open to training and understanding of the role of service animals in the community; and

WHEREAS, Deborah Shilling-Jrade provides service dog training in and around Miami Dade County;

WHEREAS, the Town Commission believes that it is in the best interest of the Town Police Department to receive such training;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above and foregoing recitals are true and correct.

Section 2. Authorization. The Town Commission hereby wishes to express their support of service dog training and to thank Ms. Schilling-Jrade for her generous offer.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on this ____ day of November, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

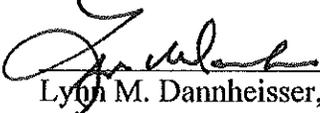
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joe Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

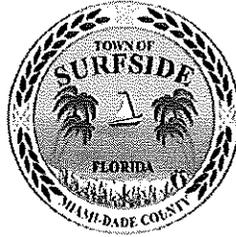
Attest:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser, Town Attorney



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney

CC: Roger M. Carlton, Town Manager
 Debra E. Eastman, M.M.C., Town Clerk

DATE: November 9, 2010

SUBJECT: Settlement Agreement Candy Miller v Surfside Case No. 10- 49676 CA 01 filed in Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida

Recommendation: It is recommended that the Commission approve the Settlement Agreement.

Reasons: The Town Commission directed the Town Attorney to contact Plaintiff's counsel to initiate settlement negotiations to resolve this matter.

Plaintiff is willing to agree to dismiss this lawsuit subject to your approval of the Settlement Agreement attached as Exhibit "A". As a matter of background information, Candy Miller alleged in the above-referenced litigation that the Town prohibited her from operating a business and revoked her occupational license for failure to disclose that she was engaging in astrological consultation, tarot card reading, psychic reading, and palmistry.

In consideration of a voluntary dismissal of this lawsuit as well as the exchange of releases, the Town will agree to reinstate the Plaintiff's Business Tax Receipt, under the classification "personal consulting" and allow the Plaintiff to resume business operations at the premises in the same manner in which she had conducted those operations prior to the revocation. This will include services related

to psychic reading, advising, and consultation, as well as related practices such as palmistry, clairvoyance, astrological interpretation, tarot card reading and other means of fortune telling and spiritual consultation. The Town is also willing to allow Plaintiff to display signage, in accordance the sign regulations that apply to businesses operating within the Town, such that Plaintiff will be permitted to include on her signage the phrase "Psychic Reader and Advisor" as a description of the nature of the business operation and services rendered but Plaintiff will also agree to be bound by the recommendations of the Design Review Board.

RESOLUTION NO. 2010- ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A STIPULATION OF SETTLEMENT AGREEMENT IN CANDY MILLER V. SURFSIDE, CASE NO. 2010-49676-CA-01 CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE TOWN ATTORNEY TO EXECUTE THE STIPULATION OF SETTLEMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 13, 2010 Candy Miller filed suit in the 11th Circuit in and for Miami-Dade County against the Town of Surfside (“Town”) regarding the Town’s revocation of her business tax receipt; and

WHEREAS, in accordance with the executive session held on September 27 , 2010, the Town Attorney entered into settlement negotiations with counsel for Candy Miller who agreed to dismiss the lawsuit upon execution of the Stipulation of Settlement Agreement attached hereto as Exhibit “A;” and

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the Stipulation of Settlement Agreement an agreement with Candy Miller.

THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Town Attorney is authorized to enter into the Stipulation of Settlement Agreement attached hereto as Exhibit “A”, the Mayor is authorized to

execute this Agreement on behalf of the Town, and the Town Manager and Town Attorney are authorized to do what is necessary to effectuate the terms of this Agreement.

Section 3. **Effective Date.** This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 9th day of November, 2010

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Deborah Eastman, CMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

EXHIBIT "A"

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
GENERAL JURISDICITON DIVISION

Case No. 2010-49676-CA-01

CANDY MILLER,
Plaintiff,

v.

TOWN OF SURFSIDE, FLORIDA,
a Florida Municipal Corporation,
Defendant.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made as of November __, 2010 between the TOWN OF SURFSIDE, FLORIDA ("Surfside" or "Defendant") and CANDY MILLER ("Miller" or "Plaintiff"), who agree as follows:

WHEREAS, Plaintiff Miller filed and served a Complaint against Defendant in the Circuit Court, Miami-Dade County, Florida, as captioned, seeking to reinstate the Business Tax Receipt that was issued and revoked by Surfside; and

WHEREAS, Defendant Surfside disputed the claim; and

WHEREAS, the Parties are desirous of settling their disputes in order to avoid the costs and uncertainties of continued litigation and to settle the all disputes between them, including all of the claims or causes of action which were asserted in the litigation herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true, correct and are incorporated herein.
2. **Settlement Consideration.**

1. Within seven (7) days of the execution and acceptance of this agreement, the Defendant Surfside shall reinstate the Plaintiff's Business Tax Receipt, under the classification "personal consulting" and allow the Plaintiff to resume business operations at 9532 Harding Avenue, Suite 103, Surfside, Florida, 33154, (hereinafter "the premises") in the same manner in which she had conducted those operations prior to the revocation, including specifically, the provision of services related to psychic reading, advising, and consultation, as well as related practices such as palmistry, clairvoyance, astrological interpretation, tarot card reading and other means of fortune telling and spiritual consultation. The classification of "personal consulting" shall continue to be construed to include these activities.

2. The Town agrees that it will allow the Plaintiff to display signage, in accordance with any and all lawful rules, ordinances and regulations of signage that apply to businesses operating within the Town, and that the Plaintiff will be permitted to include on her signage the phrase "Psychic Reader and Advisor" as a description of the nature of the business operation and services rendered.

3. Subject to the foregoing, Plaintiff agrees to be bound by the recommendations of the Design Review Board, to the extent those recommendations are lawful and in accordance with the standard customs and procedures followed by that board.

4. **Dismissal of the Litigation:** Upon written notification that the Town has reinstated of the Plaintiff's Business Tax Receipt, the Plaintiff shall file a Notice of Voluntary Dismissal with Prejudice of Circuit Court Case number 2010-49676-CA-01. It is agreed that this agreement shall not be construed as an admission of liability on the part of any party to the agreement.

5. **Attorney Fees, Costs and Damages:** The parties agree that they will bear their own costs, attorney's fees or any other expenses incurred in relation to this matter, and that neither shall be liable for damages or other monetary obligations to the other. The parties hereby waive any claim for money damages against one another to the extent that those claims are derived from the dispute referenced herein.

6. **General Release:** With the execution of this Agreement, each party hereby releases the other, and their respective heirs, officers, directors, employees, shareholders, successors, predecessors and assigns, of and from any and all claims, damages, debts, dues, defenses, causes of action and obligations which were brought in the instant lawsuit, and each party shall bear their own attorneys fees and costs, from the beginning of the world to the date of these presents.

7. **Cooperation:** The Parties hereto agree that they will execute such other and further documents as may be required to effect the purpose of this Settlement Agreement.

8. **Counterparts and Governing Law.** This Agreement may be executed in counterparts and via facsimile, which, together, shall constitute one and the same instrument. This Agreement shall be governed, enforced and interpreted according to Florida law and any dispute will be located in Miami-Dade County, Florida.

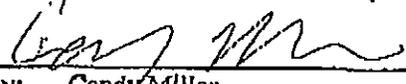
9. **Merger/modification.** Each Party acknowledges that is the entire agreement among them about this subject and supersedes any prior agreements, promises, representations, or inducements, written or oral, express or implied between them. No modifications to this Agreement shall be binding unless reduced to writing and signed by representatives of the Parties. This agreement shall be construed as having been drafted by all of the parties hereto and no inference shall be drawn against any party as having drafted the agreement.

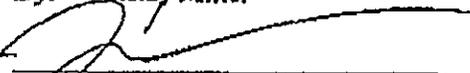
10. **Authority and Advice of Counsel.** All parties acknowledge that they have full authority to enter this agreement and they continuously have been represented by

counsel with the terms contained herein being the result of negotiation and participation by all parties.

IN WITNESS WHEREOF, the Parties signed this Agreement as of November 2,
2010

CANDY MILLER:


By: Candy Miller


Russell Cormican, Esq.
Attorney for Plaintiff

TOWN OF SURFSIDE:

By: Daniel Dietch, Mayor

Lynn M. Danheisser, Esq.
Attorney for Defendant



Commission Communication

Agenda Item # 3I

Agenda Date: November 12, 2010

Subject: Federal Grant Contract

Background: Miami-Dade County was awarded federal funds from the Drug Control and System Improvement Formula Grant and is administering the grant through their Office of Grants Coordination. The Surfside Police Department is eligible for \$3,523.00 from this grant. The funds will be used for a Records Improvement Project that involves the purchase of a portable fingerprint scan device designed to capture fingerprints electronically in the field. This device will provide the officer with a means to verify a person's identity. In addition, a portion of the funds will go towards overtime to organize and improve the Department's record keeping and storage. In order to receive the funds the Town must enter into a contract with Miami-Dade County.

Analysis: N/A

Budget Impact: \$3,523.00 Federal Grant

Staff Impact: None

Recommendation: It is recommended that the Surfside Town Commission approve the contract with Miami-Dade County for federal funds to be used for a Records Improvement Project.



John Di Censo
Assistant Chief



Roger M. Carlton
Town Manager

RESOLUTION NO. 2010- ____

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH MIAMI-DADE COUNTY TO APPLY FOR, RECEIVE, EXPEND AND AMEND BYRNE/JAG FORMULA FUNDS AND EXECUTE AGREEMENTS WITH THE PURPOSE OF CREATING A RECORDS IMPROVEMENT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside desires to accomplish the purpose outlined in the accompanying memorandum a copy of which is incorporated herein by reference as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. The Town Commission authorizes the Town Manager to apply Miami-Dade County for funds in the approximate amount of \$3,523.00; authorizes the Town Manager to execute such contracts and agreements as are required by this governmental body following their approval by the Town Attorney's Office; to execute such other contracts as will serve to further the purposes described in the funding request, following their approval by the Town Attorney's Office; to expend any and all monies received for the purpose described in the funding request; to receive and expend any

additional funds that might become available during the term of the grant; to file and execute necessary amendments to the application for and on behalf of the Town of Surfside, Florida; and to exercise amendment, modification, renewal, cancellation and termination clauses of any contracts and agreements on behalf of the Town of Surfside, Florida.

Section 3. The Resolution shall become effective immediately upon its adoption.

PASSED and **ADOPTED** on this _____ day of _____, 2010.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joe Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser, Town Attorney



Carlos Alvarez, Mayor

Office of Grants Coordination
111 NW 1st Street 19th Floor
Miami, Florida 33128-1994
T 305-375-4742 F 305-375-4049

miamidade.gov

October 14, 2010

Chief David Allen
Surfside Police Department
9293 Harding Avenue
Surfside, FL 33154

RE: Contract Award FY2011
Edward Byrne Memorial Justice Assistance Grant (JAG)

Dear Chief Allen:

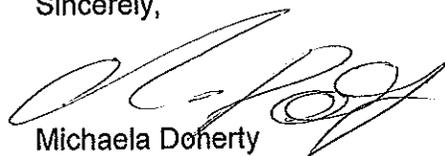
We are pleased to provide you with the contract for your program under the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant for FY2011. **The federal funds allocated for your city are \$3,523.**

We are providing you with copies of 4 original contracts for your program. Each of the four contracts must have the ORIGINAL signatures of the Manager/Mayor and City Clerk, and must have the city seal affixed on the contract signature page. Also, the contracts include several Affidavits which require an ORIGINAL and notarized signature. Upon signing by your city officials, the contracts are to be returned to this office along with the City Council resolution to accept these funds. Our staff will complete the execution process in the County and send you a fully executed contract for your records. Reimbursement for First Quarter expenditures can occur ONLY if the contract is fully signed by the jurisdiction and returned to the Office of Grants Coordination with the accompanying council resolution.

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

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

Sincerely,



Michaela Doherty
Project Planner

Enclosures

EXHIBIT "A"

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2010, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Grants Coordination (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the **TOWN OF SURFSIDE** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **Records Improvement Project**.

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

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

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

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

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

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

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

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$3,523**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

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

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2010 through September 30, 2011.**

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

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

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

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

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

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

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

understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

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

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

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

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

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

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

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is

permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

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

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

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

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

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

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

If to the COUNTY:

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

If to the PROVIDER:

Surfside Police Department
9293 Harding Ave
Surfside, FL 33154
Attention: Asst. Chief John Di Censo

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

XV. BREACH OF CONTRACT; COUNTY REMEDIES.

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

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

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a)

request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

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

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

4. The County may debar the Provider from future County contracting;

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

6. Any other remedy available at law or equity.

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

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

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

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

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

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

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

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

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

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Records Improvement Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2011.

D. The Provider agrees to mail all Quarterly Expenditure Reports to the address listed above, Section XIII.

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

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

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

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

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

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

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

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of three (3) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

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

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **Records Improvement Project** services must reflect:

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

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Grants Coordination by January 5, April 5, July 5, and October 5, 2011 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Grants Coordination by January 15, April 15, July 15, and October 15, 2011 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Grants Coordination during the program year.

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

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

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

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

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

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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

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

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

any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

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

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

XX. PROHIBITED USE OF FUNDS.

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

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

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

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

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

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

The County and Provider mutually agree that amendments of the Scope of Service, line item budget of more than ten percent (10%) of the total budget set forth herein and other such revisions may be negotiated as written amendment to this Contract between the parties. The County Mayor or Mayor's designee is authorized to make amendments to this Contract as described herein on behalf of the County.

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

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

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

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

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

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

I. Total of Contract/Severability of Provisions. This fourteen (14) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

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

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

INTENTIONALLY LEFT BLANK

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

Signature

Title

Name (typed)

ATTEST:

By: _____

By: _____
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
GEORGE M. BURGESS
COUNTY MANAGER

SUMMARY OF ATTACHMENTS

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

ATTACHMENT A

PROGRAM NARRATIVE

Jurisdiction Name: Town of Surfside

Contact Person: John Di Censo

Address: 9293 Harding Ave
Surfside, FL 33154Contact Numbers: O (305) 861-4862
F (305) 861-8960

Program Area: Records Improvement

Program Dates: 10/01/10 through 09/30/11

Program Name: Fingerprint Scan

Target Population: Town Residents/Visitors

Problem Identification

The Town of Surfside police officers encounter suspicious persons who they need to positively identify. Often times these individuals do not carry identification because they want to conceal their real identity. The officer has the option of taking the person to Miami-Dade County Warrants Bureau to be fingerprinted in order to positively identify them. This is a very lengthy process that takes the officer off the street for an extended period of time. The Town of Surfside Police Department does not have the ability to positively identify a suspicious person in the field. In order to address this problem the Police Department is looking to purchase a Rapid ID fingerprint device.

Prior to 2007 the Police Department's records were poorly kept and in disarray. This makes retrieving records a very difficult and time consuming task. In an effort to improve the Police Department records we have been reorganizing our old files. This task has been made more difficult with the recent budget cuts and layoffs. We are being asked to do more with less and as a result there is not sufficient staffing to properly organize the old files. In order to complete this arduous task the Department is seeking funding for overtime pay. Accomplishing this reorganization would be a significant improvement to our records system.

Program Description

In the upcoming grant year, the Surfside Police Department will improve the handling and management of criminal justice data. The Department will be utilizing JAG funds to purchase a Rapid ID fingerprint device. The device is extremely fast and accurate and uses advanced fingerprint matching techniques to provide positive identification or verification of an individual. The device will give officers the ability to scan a person's finger and search the Florida Department of Law Enforcement database for a positive match. The remainder of the funds will be used to address the records storage problem by paying overtime hours to the Administrative Supervisor and the Administrative Assistant solely for the purpose of reorganizing Department records.

Jurisdiction Name: Town of Surfside

Contact Person: John Di Censo

Address: 9293 Harding Ave
Surfside, FL 33154

Contact Numbers: O (305) 861-4862
F (305) 861-8960

Program Area: Records Improvement

Program Dates: 10/01/10 through 09/30/11

Program Name: Fingerprint Scan

Target Population: Town Residents/Visitors

Required Activities	Planned Measures	Monitoring Plan
<p>50 hours of overtime will be used to organize criminal justice records system during the grant year.</p> <p>To purchase equipment for criminal justice records improvement activities in this project.</p>	<p>The Provider shall be responsible for:</p> <p>Purchase a Finger Print Scan device to provide officers with the ability to positively identify a person.</p> <p>to improve the Department's record keeping and storage</p>	<p>The Provider is to submit the following information to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Copies of invoices and cancelled checks for materials purchased.</p> <p>Demonstrate Finger Print Scan device.</p> <p>Payroll records and overtime slips.</p>

ATTACHMENT B

Attachment B

PROGRAM BUDGET

Jurisdiction Name: SURFSIDE

Contact Person: John Di Censo

Program Area: Records Improvement

O (305) 861-4862 F (305) 861-8960

Program Name: Finger Print Scan

Program Dates: 10/01/10- 09/30/11

CONTRACTUAL SERVICES TOTAL **\$3,523**

Salaries and Benefits, Total **\$1,520**

1 Adm. Supervisor - 10 hrs OT @\$60/hr \$600

1 Adm. Assistant - 40 hrs OT @\$23/hr \$920

Benefits include: health, life & dental ins., Flex ben., longevity
sick/annual leave, retirement, long/short term disab., deferred comp. FICA

Operating Capital Outlay, Total **\$2,003**

Finger Print Scan Device \$2,003

Expenses, Total **\$0**

Total Budget **\$3,523**

Miami Dade County will reimburse an amount not to exceed: **\$3,523**

ATTACHMENT C

ATTACHMENT C

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

Quarterly Project Performance Report

CRIMINAL JUSTICE RECORDS IMPROVEMENTS
Fiscal Year 2010/2011

Surfside
(City)

(Project Name)

(Name of Person Completing Form)

(Title)

(Phone)

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

Report Number	Quarterly Period	Report Due Dates

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

FY2011 Quarterly Project Report
Criminal Justice Records Improvement
Surfside

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

- 1 Amount of JAG funds expended on equipment and/or supplies
- 2 Number of equipment/supplies items purchased with JAG funds
- 3 Specify type of equipment/supplies purchased with JAG funds
- 4 Number of overtime hours paid with JAG funds
- 5 Number of personnel paid with JAG funds (OT)

PROGRAM NARRATIVE

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

ATTACHMENT D

Edward Byrne Memorial Justice Assistance Grant Program

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(To Be Copied on Jurisdiction Letterhead)**

City: _____	Date of Claim: _____
Project Name: _____	Claim Number: _____
Telephone: _____	Claim Period: _____
Name of Person Completing Form: _____	



1. Total Federal Budget \$ _____ 2. Amount This Invoice \$ _____
3. Amount of Previous Invoices \$ _____ 4. Remaining Budget Balance \$ _____
- (Subtract lines 2 & 3 from line 1)

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	Federal Funds	Category Totals
_____	Salaries & Benefits	_____	_____	_____	_____
_____	Contractual Services	_____	_____	_____	_____
_____	Operating/ Capital Equipment	_____	_____	_____	_____
_____	Expenses	_____	_____	_____	_____
_____	Total Claim	_____	_____	_____	_____

We request payment in accordance with our contract agreement in the amount of 100% of the Total Costs for this Claim \$ _____.

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

Respectfully submitted,

Chief of Police/Other City Official

Payment Approved, Miami Dade County

ATTACHMENT E

JAG/BYRNE GRANT ADMINISTRATION

MIAMI-DADE COUNTY AFFIDAVITS

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

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

I, _____, being first duly sworn state:
Affiant

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

 Federal Employer Identification Number (If none, Social Security)

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

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

Street Address	City	State	Zip Code
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 I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

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

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable

beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

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

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

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

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

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

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

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

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

_____ The firm does not have annual gross revenues in excess of \$5,000,000.
_____ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.

_____ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

_____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____ (Date)
(Signature of Affiant)

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

(Signature of Notary) (Serial Number)

(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____ (State) Notary Seal

ATTACHMENT E1

**Form A-12
Code of Business Ethics**

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

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

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

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

Compliance with Government Rules and Regulations

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

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

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

Business Accounting

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

Promotion and Sales of Products and Services

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

Public Life and Political Campaigns

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

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

Pass-through Requirements

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

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

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

MBE Staff Utilization

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

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

By: _____ (Date)

(Signature of Affiant)

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

200__ by _____ He/She

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

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

ATTACHMENT E2

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

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

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

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

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

ATTACHMENT E3

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

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

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

by _____
(print individual's name and title)

for _____
(print Name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

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

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

(Signature)

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

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

My commission expires _____

(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

ATTACHMENT F

JAG/BYRNE GRANT ADMINISTRATION

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

Name of Organization: _____ Address: _____

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

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

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

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT	ADDRESS	CITY AND STATE
---	---------	----------------

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

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

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

NAME OF SUPPLIER	ADDRESS	CITY AND STATE
------------------	---------	----------------

No suppliers will be used.

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

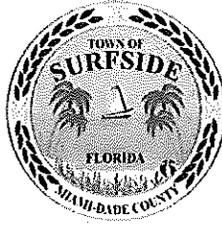
Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/ State/Zip: _____

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



Town of Surfside Commission Communication

Agenda Item #: 4A1

Agenda Date: November 9, 2010

Subject: FY11 Capital Improvement Element Update

Background: The Capital Improvements Element must be reviewed on an annual basis based upon the Town's adopted budget and modified as necessary in accordance with 163.3177 and 163.3184 of the Florida Statutes. Once the Town Commission has adopted the Capital Improvement Element Update, the ordinance and attached Capital Improvement Element will be transmitted to the Department of Community Affairs. DCA will not issue an Objections, Recommendations, and Comments (ORC) Report, but will review the Capital Improvement Element for compliance.

Summary: The provision of potable water, sanitary sewer, drainage, transportation, parks and schools and maintenance of level of service standards as required in the Comprehensive Plan has been reviewed and noted in the Data Inventory and Analysis. Also, revenue and expense projections have been updated for the FY11-15 period.

The revised Schedule of Capital Improvements has been included as Tables 9-8A-9-8D. The Schedule of Capital Improvements is a subset of a local government's Capital Improvement Program and includes only capital improvements related to level of service standards in the Comprehensive Plan for a five year period.

Florida statutes require that the Schedule of Capital Improvements show financial feasibility meaning that sufficient revenues are currently available or will be available from committed funding sources for the first three years of the Schedule. The Town's Schedule of Capital Improvements show funds committed throughout the five year period.

The Town's scheduled projects and related funding sources show a positive or zero balance. The Plan has been further determined to be financially feasible because this comparison demonstrates the ability of the Town to finance capital improvements necessitated by the anticipated population and revenues.

Additionally, Policy 1.9 was updated based upon Miami-Dade Public School's adoption of their Five-Year Facilities Work Program for 20010-11 through 2014-15. Florida statutes for the annual update of the Capital Improvements Element require that the CIE reflect annual updates to the School Board's capital plan.

Recommendation The Planning and Zoning Board recommended approval of this item to the Town Commission at its October 28, 2010 meeting. It is recommended that the Surfside Town Commission adopt on second reading the attached Ordinance.



Department Head



Town Manager

CAPITAL IMPROVEMENTS ELEMENT

DATA INVENTORY AND ANALYSIS

PURPOSE

The purpose of the Capital Improvements Element is to evaluate the need for public facilities as identified in the other comprehensive plan elements and as defined in the applicable definitions for each type of public facility, to estimate the cost of improvements for which the local government has fiscal responsibility, to analyze the fiscal capability of the local government to finance and construct improvements, to adopt financial policies to guide the funding of improvements and to schedule the funding and construction of improvements in a manner necessary to ensure that capital improvements are provided when required based on needs identified in the other comprehensive plan elements. The element shall also include the requirements to ensure that an adequate concurrency management system will be implemented by local governments pursuant to Rule 9J-5.0055, F.A.C., ~~of this chapter.~~

PLANNING TIMEFRAMES

The Town of Surfside Comprehensive Plan provides guidance on development and redevelopment over two planning periods: a 5-Year period ending FY14 (short term) and a long term planning period ending FY30. The Capital Improvement Element updated for FY11 provides for facility improvements for the FY11-15 period.

Public Facility Needs

TRANSPORTATION

The Town is responsible for maintaining the local network program. The regional road network is under the State of Florida's jurisdiction. Collins Avenue and Harding Avenue are the major north-south corridors through the Town, while 96th Street is the main east-west roadway.

The Town of Surfside comes under the Miami-Dade County's Transportation Concurrency Exception Area (TCEA) to promote urban infill and redevelopment in the area. The Level of Service for major, state roadways in Surfside is LOS E+20, meaning that where mass transit service having headways of 20 minutes or less is provided within a ½ mile distance, roadways shall operate at no greater than 120 percent of their capacity.

State arterial roadways include Collins Avenue, Harding Avenue and 96th Street which are all functioning at Level of Service Standard D and ~~therefore~~ are meeting level of service standards. There are no FIHS or SIS facilities within the Town of Surfside.

Roadway performance conditions ~~were~~ are measured by Level of Service (LOS) which is represented by letters "A" or most favorable through "F" or least favorable conditions. Roadway LOS standards are the ratio of the number of vehicles to the road capacity during peak time periods. The Town monitors roadway concurrency and currently, all roadways are meeting level of service standards.

Currently, the only roadway capital improvements planned in Surfside are FDOT resurfacing projects that do not affect level of service.

To accommodate the impacts of new development, alternative modes of transportation are required to reduce traffic congestion. Six bus routes from Miami-Dade Transit travel through the Town; all the routes run along Collins Avenue and Harding Avenue. The Town has its own bus system which complements the Miami-Dade County Transit. The Town's mini buses circulate between the business district and residential areas.

De Minimis Impacts

The Town does not allow for exceptions for de minimis impacts. Also, the Town lies completely within a Transportation Concurrency Exception Area.

Gas Tax Projects

Per F.S. 336.025 (1)(a)3 municipal governments shall use local option gas taxes for transportation expenditures to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments. Such expenditures are required to be included in the Comprehensive Plan.

The Schedule of Capital Improvements includes the Downtown Improvements Master Plan, the Traffic Management Program and the Mobility Fee Study funded by gas taxes. The related projects are not planned to alleviate level of service issues, but are included to meet statutory requirements for listing local option gas tax projects in the Capital Improvement Element.

POTABLE WATER

The Town of Surfside's potable water is provided by the Miami-Dade County Water and Sewer Department (MDWASD) which provides service for approximately two million customers in Miami Dade County. The Town of Surfside is serviced by the Hialeah-Preston Water Treatment Plant service area which includes the northern part of Miami-Dade County.

The water is distributed to residents and commercial business by approximately 11 miles of cast iron pipe installed in 1938. Primary mains feeding the system run under the Town's streets and vary in size from 6-inch to 16-inches in diameter, which feed three-inch and four-inch water lines located along the rear property lines.

Water Source

The Hialeah and Preston Water Treatment Plants (WTPs) located at 200 W. 2nd Avenue and 1100 W. 2nd Avenue are interconnected with adjacent facilities with a main source of water from the Biscayne Aquifer. The WTPs are currently being modified and will receive groundwater from five Upper Floridan Aquifer wells by 2010. The wells will be located in Miami Springs Wellfield and the Northwest Wellfield according to MDWASD.

Water Treatment Plants (WTPs)

The Hialeah and Preston Plants are currently fed by forty five wells, including the Northwest Wellfield and the Hialeah/Preston on-site wells. The quantity of water available to serve MDWASD's North District, as reflected in permitted withdrawal allocations, provides more than adequate capacity.

The Hialeah WTP was originally designed in 1924 with a total capacity of 10 mgd. By 1935, the plant's capacity was 40 mgd. In 1946, capacity was increased to 60 mgd. There are plans to re-rate and upgrade the Hialeah WTP to a capacity of 70 mgd, if necessary. The source of water for the Hialeah WTP comes

from the Hialeah-Miami Springs Wellfields, supplemented by the Northwest Wellfield. The Hialeah WTP has a current rated capacity of 60 mgd.

The John E. Preston Water Treatment Plant was originally designed as a 60 mgd plant in 1968 and upgraded to 110 mgd in 1980. The plant was ratered to a total capacity of 130 mgd in 1984. The plant reached its present capacity of 165 mgd and 185 mgd in 2005 with the addition of air stripping capacity. The main source of water for the Preston WTP is from the Northwest wellfield.

Potable Water Level of Service

In order to maintain level of service Town-wide, a water maintenance program will be implemented ~~in 2010~~. Currently, construction documents are ~~have been being prepared completed~~ for a Town-wide replacement of the water mains, meters, and fire hydrants. ~~The program will evaluate the existing infrastructure and replace pipes in poor condition and in need of repairs.~~ The project and funding source is listed in ~~Table 9-8B~~ of the Schedule of Capital Improvements.

The Town of Surfside currently coordinates with MDWASD and the South Florida Water Management District to meet existing and projected demands based on level of service (LOS). The Town's projected water demands shown in Table 9-1 were developed by incorporating the county's average per capita value of 155 gpcd.

**Table 9-1
Water Supply Level of Service**

PROJECTED WATER SUPPLY			
Year	2010	2015	2030
Population	5,280	5,483	5,680
Proposed Per Capita (gallons per day finished water)	155	155	155
(all potable volumes are finished water)	MGD	MGD	MGD
Potable Water Demand (daily average)	0.82	0.850	0.88

Source: Calvin, Giordano & Associates, Inc., 2008.

The 155 gallons per capita per day (gpcd) value is a MDWASD system-wide finished water rate which was calculated from taking historical data. ~~In 2007 the actual gpcd value for the Town of Surfside was 206 gpcd. The Town of Surfside is aware of this higher gpcd value, and is currently working with MDWASD to implement water efficiency plans, public education, and BMPs to reduce the Town of Surfside's gpcd value. In addition, the planned replacement of the leaking water valves, mains, fire hydrants, meters and service laterals will reduce the total water consumption.~~

Table 5-2 in the Water Supply Facilities Work Plan indicates that there will be no deficit of finished water through 2030. Therefore, level of service will be met for Surfside in the short term and long term planning periods.

The existing LOS for the Town of Surfside based on MDWASD goals for potable water is as follows:

- A. The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years.
- B. Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi.
- C. Water quality shall meet all federal, state, and county primary standards for potable water.
- D. MDWASD storage capacity for finished water shall equal no less than 15 percent of the average daily demand.
- E. The level of service (LOS) standard for potable water facilities shall be 155 gallons per capita per day.

Storage Capacity

The finished water storage facilities for the Hialeah-Preston subarea consist of both “in-plant” and remote storage facilities. The total combined storage capacity between both plants is 28.28 MG.

SANITARY SEWER

The sanitary sewer system is defined as structures or systems designed for the collection, transmission, treatment, or disposal of sewage and may include trunk mains, interceptors, treatment facilities, and disposal systems. The Town’s sanitary sewer system is interconnected with the Miami-Dade County Water and Sewer Department (MDWASD) system. Surfside maintains its own sewer collection system and two pumping stations. By agreement, the Town of Surfside and Bal Harbour share a sanitary force main that connects to the City of Miami Beach transmission system. The tri-party agreement provides for the transmission of sewage via force mains to the MDWASD system and eventually to the treatment plant and disposal.

Geographic Service Area

~~The Town of Surfside’s sanitary sewer system; therefore, is part of a system run by MDWASD.~~ The Town’s system is coextensive with the Town’s boundaries, while the County system includes unincorporated and incorporated areas of Miami-Dade County inside the 2005 Urban Development Boundary that have an agreement with MDWASD. The system also incorporates a small number of facilities, mostly State or County owned, outside of the Urban Development Boundary.

Treatment Facilities and Capacity

There has been a significant reduction in average flow into the regional system as a result of extensive infiltration and inflow (groundwater and rainwater) prevention projects conducted by MDWASD in recent years. Infiltration and inflow within the sewer system should be kept at a minimum to avoid hydraulic overload to the receiving treatment plant. It is pertinent for an operation and maintenance plan to be part of the county’s sanitary sewer system. As a result, the regional wastewater treatment plants operating capacity can remain in compliance with Miami-Dade County MDWASD and Florida Department of Environmental Protection (FDEP) standards.

The Town of Surfside is located in the MDWASD Central District Sanitary sewer system; however, as noted in the MDWASD’s 2007 Water Supply Facilities Work Plan, MDWASD operates two additional regional wastewater treatment plants in the North and South Districts. Because the system is interconnected, the service districts have flexible boundaries, and some flows from one district can be diverted to other plants in the system.

Surfside's sewer system is treated by a secondary treatment facility on Virginia Key owned and operated by the Miami-Dade County Water and Sewer Department (MDWASD). The Town's sanitary sewer collection system is divided into two basins. Sanitary sewer pipes range in size from 8 to 15 inches with flows directed to two pump stations. Pump Station 1 receives sewage from the area of Surfside north of 91st Street, which includes the Business District and a majority of the high rise buildings. Pump Station 2 serves the remainder of the Town, including most of the waterfront lots. The sewage is pumped via the force main which runs along Byron Avenue and connects to the City of Miami Beach's system near 74th street. Sewage continues under pressure through MDWASD force mains to Virginia Key.

Current Facility Demand

According to the MDWASD 2006 Comprehensive Annual Financial Report, approximately 689 million gallons of wastewater were treated by the County system from the Town of Surfside and 814 million in 2007.

In FY08, the Town began mapping all sewer and potable water lines within the municipal boundary to enhance maintenance. Also in FY09, the Town identified infiltration issues to the sanitary sewer system and has completed a program to seal manholes to identify and inventory broken lines. In FY09, existing pump stations were rehabilitated in order to ensure levels of service standards are maintained. Table 9-2A shows projected sewage flow demands for the Town of Surfside and Table 9-2B show current and projected wastewater capacity for the entire county.

**Table 9-2A
Projected Sewage Flows**

PROJECTED SEWAGE FLOWS				
Year	2010	2015	2030	
Population	5,280	5,483	5,680	
Per Capita (gallons per day finished sewage)	155	155	155	
(all potable volumes are finished sewage)	MGD	MGD	MGD	
Sewage Total Flow (daily average annual)	0.82	0.85	0.88	

Source: Calvin, Giordano & Associates, Inc. 2009

**Table 9-2B
Miami-Dade County Current Wastewater System Capacity 2005-2020**

County WWTP Capacities		Actual County Flow (mgd)	Projected County Flows (mgd)		
	Plant Capacity (mgd)	2005	2010	2015	2020
North	112.5	84.3	83.8	88.5	92.3
Central	143.0	135.3	132.5	139.6	146.4
South	112.5	75.1	76.5	82.6	87.4
Total	368.0	294.7	292.8	310.7	326.0

Source: Miami Dade Water and Sewer Department, 2009

DRAINAGE

Surfside's existing storm drainage system consists of a network of underground storm sewers that collect and direct stormwater to Indian Creek and Biscayne Bay. A pumping station at the western end of 92nd Street assists the drainage of water from that street by pumping to an outfall. Storm sewers in the system range in diameter from 10 inches to 36 inches.

The Florida Department of Transportation (FDOT) provided storm drainage improvements on Harding and Collins Avenue in the early 1990's. Equipment which currently serves the 92nd Street pump station were replaced by FDOT and will be maintained by the Town; however, even with these modifications, water may still reach curb level in various locations due to tidal fluctuations. The water level of Biscayne Bay is higher than normal during high-high tide, creating a back up in the outfall pipes. The Harding and Collins storm drainage improvements utilize on-site wells and control structures to provide additional capacity.

In 2002 FDOT completed the Stormwater Pump Station System Operational Evaluation and Recommended Improvements (OERI) Report which provided three alternatives to improve stormwater pump systems along Harding. It was determined that the most feasible alternatives are those that have an appropriate overflow capacity, once the wells reach capacity. This was achieved by introducing an emergency gravity bypass in the event that the pumps fail. The alternative consists of new pump stations at the existing vault locations. These new stations required the existing gravity system to be extended to the Intracoastal Waterway seawalls (at 88th Street and 94th Street), a new 36-inch force main to connect to existing wells; new pumps, structures, controls, and a new gravity bypass drainage pipe.

In 2006, the Town of Surfside initiated another stormwater project, which consists of retrofitting the Town's outfall pipes to reduce pollutants entering Biscayne Bay. The proposed facilities at each location consists of three new stormwater pump stations which pump water into new drainage wells. In order to address pollution concerns for a Florida Department of Environmental Protection (FDEP) drainage well permit, the Town will install Nutrient Separating Baffle Boxes upstream of the pump station to provide treatment before the runoff enters the groundwater which is included in this retrofit project.

The project will addresses long-term concerns regarding water backing into the streets and poor water quality that discharges into Biscayne Bay. The project directly addresses The Trust for Public Land's Biscayne Bay Accessibility report, supports the SFWMD's Biscayne Bay Partnership Initiative (BBPI), and enhances level of service.

SOLID WASTE

The Town's Public Works Department has three garbage trucks which collect trash and garbage on a weekly basis and haul it to Miami-Dade County's Resource Recovery Plant west of Miami International Airport and other Miami-Dade County landfills. Each year Surfside deposits approximately 6,048 tons of waste material at the county's facility. Based on an estimated 2007 population of 5,159, approximately 6 pounds per person per day was collected. Since 2007, the Town is recycling over 500 tons per year. An increase involvement of private firms in the development of solid waste disposal facilities led to an oversupply of disposal capacity and a reduction in disposal fees. As a result, existing disposal capacity at the North Dade Landfill and the South Dade Landfill and the Resource Recovery Plan appear to have adequate to meet Surfside's needs for the foreseeable future.

**Table 9-2C
Miami-Dade County Solid Waste Facility Capacity**

Data Item / Landfill ID	South Dade Landfill	North Dade Landfill	Resources Recovery Ashfill	Total
Acreege Data:				
FDEP Landfill Type	Class I (Garbage)	Class III (Trash)	Class I (Ash)	N/A
Total Area (Acre)	300	218	80	598
Disposal Area (Acre)	180	180	66	426
Stormwater Management Area + Offices (Acre)	120	38	14	172
Formally Closed Area (Acre)	45	96	26	167
Cell filled in & Closure in progress (Acre)	45	0	20	65
Active Area (Acre)	45	84	10	139
Future Area (Acre)	45	0	10	55
Landfill peak elevation at closure (Feet)	160	138	125	N/A
Landfill average Bottom elevation (Feet)	10	12	10	N/A
Landfill Maximum Depth (+/-Feet)	140	126	115	N/A
Capacity Information				
Tons In Place (June 30, 2006)	13,799,000	10,328,000	4,077,000	28,204,000
Built out capacity in tons	21,184,000	12,581,000	6,582,000	40,347,000
Remaining Capacity in tons	7,385,000	2,253,000	2,505,000	12,143,000
Last year's disposal tonnage (7/1/05-6/30/06)	1,042,000	641,000	159,000	1,842,000
Estimated average disposal rate per year	550,000	360,000	155,000	1,065,000
Years of remaining life at normal disposal rate	13	6	16	N/A

Source: Miami-Dade County, 2009

There is sufficient capacity Miami-Dade County landfills to meet the Town's needs for solid waste disposal for the five year and ten year planning horizons.

PARKS

The following is an acreage inventory of Surfside's public recreation facilities:

**Table 9-3
Park Inventory**

FACILITY	ACREAGE
Hawthorne Park Tot Lot	0.22
Veterans Park/Surfside Tennis Center	0.75
96 th Street Park	0.92
Surfside Community Center	1.26
Public beach	38.17
Street ends	0.45
TOTAL:	41.77

Source: Calvin, Giordano & Associates, Inc., 2009

While the public beach does not generally offer Parks and Recreation Department programming, this acreage will be included for the level of service (LOS) analysis because it is an integral part of the Town. Using the 41.7841.77 acres of public recreation, along with the Miami-Dade Planning and Zoning's population projections, Surfside's LOS for recreation can be projected through 2030. The LOS standard for publicly-owned recreation lands in Surfside is six (6) acres per one thousand (1,000) permanent population. As the following table shows, this standard will be met through 2030.

**Table 9-4
Projected Park LOS**

Year	2007	2010	2011	2014 (5-yr planning timeframe)	2015	2019 (10-yr planning timeframe)	2020	2025	2030
Projected population	5,159	5,280	5,320	5,442	5,483	5,641	5,680	5,878	6,076
Total park acreage	41.8	41.8	41.8	41.8	41.8	41.8	41.8	41.8	41.8
Park acreage needed to maintain LOS	31.0	31.7	31.9	32.7	32.9	33.8	34.1	35.3	36.5
Surplus/ deficit acreage	+ 10.8	+ 10.1	9.88	+ 9.1	+ 8.9	+ 7.9	+ 7.7	+ 6.5	+ 5.3

Source: Calvin, Giordano & Associates, Inc., 2008/2010.

It should be noted this analysis does not take into account private recreation facilities such as the Surf Club and private beach frontage west of the erosion control line.

SCHOOLS

Surfside is within District 3 of the Miami-Dade County School District. Although there are no public schools within the Town limits of Surfside, there are currently two elementary schools, one middle school and one high school in which students residing in Town of Surfside may attend.

~~Although there are no public schools within the limits of Surfside,~~ The following table shows student enrollment and capacity in 2009 ~~of~~ for the schools serving Surfside. Each school is operating below capacity.

**Table 9-5
Public Schools Serving Surfside
Capacity and Enrollment (2009)**

School	Enrollment	Capacity	Percent Capacity Utilized
Elementary Schools			
Ruth K. Broad Bay Harbor	895	979	91.4%
Middle School			
Nautilus	947	1047	90.4%
High School			
Miami Beach Senior High	2,023	2,100	96.3%

Source: Miami-Dade Public Schools, 2009

The School District adopted their Five-Year Facilities Work Program for 2009-10 through 2013-14 ~~2010-11 through 2014-15~~ on ~~September 9, 2009~~ September 7, 2010, and is incorporated by reference. Per the

Town of Surfside Public School Facilities Element, the schools that serve Surfside students will remain under capacity.

PUBLIC HEALTH SYSTEM

Capital Improvement Element must also include the location of public health systems within the local jurisdiction. There are no major public health facilities within Surfside. The hospitals and public health centers located nearby and accessible to Surfside residents are as follows:

Aventura Hospital & Medical Center
20900 Biscayne Blvd, Aventura

The Miami-Dade Health Department (Florida Department of Health) has offices in various location in Miami-Dade County with the following offices closest to Surfside:

Miami-Dade County Health Department
Main Complex
1350 NW 14th St.
Miami, FL 33125

North Miami Center
Women, Infants & Children (WIC)
14101 NW 8th Ave.
Miami, FL 33168

North Miami Sr. High School
(Pioneer Health Center)
Contact: Joan Christopher, ARNP
800 NE 137 St.
Miami, FL 33161

PET Center
615 Collins Avenue
Miami Beach, FL 33139

LOCAL POLICIES AND PRACTICES

The Town annually prepares and adopts operating budgets for its various departments. Through the budget process, capital improvement needs are considered and funds are allocated.

Timing and location of public facilities is determined by needs projected by the various departments of the Town, and in the case of multi-jurisdictional facilities such as state roads or potable water, by coordination with the affected agencies. Capital facilities will be planned and constructed in accordance with the established Schedule of Capital Improvements. This program is a five year schedule of improvements which is supported by a projection of revenues to ensure its feasibility. Improvements included in the 5-year program include those items called for by the various departments of the Town.

There are four stimuli which prompt Town departments to call for capital improvements; demand created from outside the Town as well as within the Town:

- Anticipated demand through growth
- Coordination of Town plans with those of State agencies and water management districts, and other outside agencies
- Demand for improvements created by facility breakdown or by life expectancy of the facility

- Maintenance of level of service standards

FUNDING SOURCES

Existing Revenue Sources

Ad Valorem Tax

The Miami-Dade County Property Appraiser's Office sets the Town's assessed and taxable values of property. Ad valorem translates from Latin, "according to value." This is the property tax paid based upon the appraised value of one's property and it is calculated by a millage rate. Each mill generates \$1 of tax revenue for every \$1,000 of taxable property value. Taxable value may differ from assessed value because of exemptions, the most common of which is the \$25,000 homestead exemption, and another \$50,000 in exemption for homeowners aged 65 or greater, subject to income requirements. The maximum millage a Town may levy is 10 mills, but this can only be accomplished through a unanimous vote of all Commissioners (not just those present).

Sales and Use Taxes

This category of taxes includes the local option sales tax and resort taxes. These are taxes generated by local jurisdictions under authorization by the State of Florida.

Franchise & Utility Taxes

The Town collects three types of franchise and utility taxes: electric utility taxes, gas utility taxes, and Surfside Occupational License Taxes. ~~The former taxes, utility taxes, may be levied at a maximum rate of 10% for each utility. This later item has traditionally not been considered a franchise tax. However, the State of Florida's Department of Financial Services now requires that it be represented as a tax. Since Fiscal Year 2002, the Town has been prohibited from collecting taxes on telephone franchises, telephone utility taxes, and cable television franchise taxes. These taxes are now collected by the State of Florida's Department of Revenue and re-distributed to municipalities according to use records at a rate of 5.22%.~~

Permits/licenses/and inspections

Licenses, permits and inspection fees are collected for services performed at specific properties for the benefit of particularly property owners. Building permit categories include: structural, electrical, plumbing, roofing and mechanical permits. As the Town is substantially at build out, little revenue is generated above a base level unless there is commercial development underway.

Intergovernmental Revenue

The Town receives recurring revenues from revenue sharing programs with the State of Florida. The Town receives periodic intergovernmental revenues from the federal government in the form of assistance grants for specific projects. All disbursements of State revenues are based on receipts by the State and the Town's population. ~~The Department of Revenue will be releasing projected revenues in late June or July of this year. The Town is required to use these numbers as a base for budgeting, so revisions will be required.~~

Services Revenues

This category includes all fees generated from services provided by the Town. This includes recreation fees, solid waste collection fees, stormwater collection fees, lien search services, stormwater utility fees, and similar items.

Fines and Forfeitures

Funds to promote public safety and other projects are received by the Town from fines, forfeitures, and/or seizures connected with illegal behavior in the community. Those funds are restricted to, and accounted for, in the Town's fines and forfeiture fund. Fines for the general fund derive from parking violations.

Miscellaneous Revenues

Any revenues that the Town receives which do not reasonably conform to any of the above identified categories is included in this category. This category includes interest earnings, receipts from the disposition of assets by sale, and similar items. Interfund Transfers between other funds may also be captured here.

Revenue and Expense Projections

The Town of Surfside develops operating costs based on a zero-based budget model. Departments are encouraged to review prior spending as a way of reminding themselves of on-going obligations. Each request for funding must, however, be accompanied by a detailed justification. The practice of incremental budgeting (identifying operational budgets by increasing/decreasing the prior years' expenditures by a percentage) is an option which the Town has rejected. The following tables illustrate the Town's projected Revenue-revenue and Expense-expenses. Projections for FY2010-FY2014 based upon a projected 12% project decrease in property values and a 3% decrease in other funds in FY-11 and a 3% overall increase yearly FY12-FY14. The projections assume that ad valorem taxes will remain flat for FY12 and FY13 and increase 3% in FY14 and FY15. Franchise and Utility Taxes will remain flat for FY12, then are expected to increase 5% every year. Fine and Forfeitures will increase 5% each year. Miscellaneous revenues are expected to increase just 1% each year. All other revenues are expected to increase 3% every year.

Table 9-6

Projected General Fund Revenues (FY10-FY14FY11-FY15)

Department	2011 (Projected)	2012	2013	2014	2015
Property Tax	5,322,156	5,322,156	5,322,156	5,481,821	5,646,275
Sales and Use Taxes	277,900	286,237	294,824	303,669	312,779
Franchise and Utility Tax	1,273,360	1,273,360	1,337,028	1,403,879	1,474,073
Permits/Licenses/Inspection	168,150	173,195	178,390	183,742	189,254
Intergovernmental-Federal/State	389,088	400,761	412,783	425,167	437,922
Services Revenues	184,800	190,344	196,054	201,936	207,994
Fines & Forfeitures	142,000	149,100	156,555	164,383	172,602
Miscellaneous Revenues	238,005	240,385	242,789	245,217	247,669
Total General Fund	7,995,459	8,035,537	8,140,580	8,409,813	8,688,569

Source: Calvin, Giordano and Associates, Inc., Town of Surfside Finance Department

Department	2009 (Projected)	2010	2011	2012	2013	2014
Property Tax	6,297,112	5,273,378	4,640,573	4,779,790	4,923,184	5,070,879
Sales and Use Taxes	331,896	335,874	325,798	335,572	345,639	356,008
Franchise and Utility Tax	1,282,683	1,248,727	1,211,265	1,247,603	1,285,031	1,323,582
Permits/Licenses/Inspection	108,203	114,100	110,677	113,997	117,117	120,940
Intergovernmental-Federal/State	480,851	448,991	435,521	448,587	462,045	475,906
Services Revenues	138,865	182,540	177,064	182,376	187,847	193,482
Fines & Forfeitures	166,921	166,000	161,020	165,851	170,826	175,951
Miscellaneous Revenues	207,278	285,898	688,082	708,724	729,986	751,886
Appropriated Fund Balance		5,000,000				
Total General Fund	9,013,809	13,055,508	7,750,000	7,982,500	8,221,975	8,468,634

Source: Calvin, Giordano and Associates, Inc. (Based upon Town of Surfside Adopted Budget Fiscal Year 2009/2010)

**Table 9-7
Projected General Fund Expenditures (FY10-FY14FY11-F15)**

Department	2011 (Projected)	2012	2013	2014	2015
Personnel	5,841,198	5,861,830	5,894,002	5,942,521	6,008,292
Operating Expenses	2,078,161	2,127,503	2,207,127	2,427,407	2,639,946
Capital Outlay	14,600	14,308	14,451	14,885	15,331
Debt Service	0	0	0	0	0
Non-Operating Expenses	61,500	31,896	25,000	25,000	25,000
Total General Fund	7,995,459	8,035,537	8,140,580	8,409,813	8,688,569

Source: Calvin, Giordano and Associates, Inc., Town of Surfside Finance Department

Department	2009- (Projected)	2010	2011	2012	2013	2014
Personnel	6,351,937	5,850,166	5,674,661	5,844,901	6,020,248	6,200,855
Operating Expenses	2,512,842	2,141,209	2,076,973	2,139,282	2,203,460	2,269,564
Capital Outlay	49,730	17,174	16,659	17,159	17,673	18,203
Debt Service	0	0	0	0	0	0
Non-Operating Expenses	99,300	5,046,959	22,500	23,175	23,870	24,586
Total General Fund	9,013,809	13,055,508	7,750,000	7,982,500	8,221,975	8,468,634

Source: Calvin, Giordano and Associates, Inc. (Based upon Town of Surfside Adopted Budget Fiscal Year 2009/2010)

Debt Capacity

Town currently has no long term debt or bond issues and relatively few long term liabilities. The Town is expecting to pay debt service on state revolving loans for stormwater, wastewater, and potable water projects.

Stormwater Utility Fund

The Town's FY11 budget shows the available funds for the Stormwater Pollution Control Project shown in the Schedule of Capital Improvements and the ability to manage debt service for the project.

Table 9-8
Stormwater Utility Fund Budget (FY11)

FY 2011 Budget Summary	
Projected Revenues	
Service Revenues	487,000
Loan Proceeds for Stormwater Pollution Control Project	1,353,442
Appropriated Unrestricted Retained Earnings	0
Total Revenues	1,840,442
Proposed Expenditures	
Personnel Costs	67,191
Operating Items	77,683
Capital Outlay	1,353,442
Debt Service	240,468
Non-Operating Expenses	101,658
Total Expenditures	1,840,442

Source: Town of Surfside Finance Department.

Water and Sewer Fund

The Water, Stormwater, and Wastewater Facilities Plan shows projected revenues, expenditures, and debt service through the FY15 budget year. It shows the Town's ability to fund wastewater and potable water improvements and the ability to manage related debt service payments.

**Table 9-9
Water and Sewer Fund Budget (FY11-FY15)**

Description	Base Year [-----] Projected [-----]				
	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15
Operating Revenue					
Sewer Service Charges (before increase)	\$ 1,407,825	\$ 1,411,244	\$ 1,414,873	\$ 1,418,410	\$ 1,421,055
Penalties	870	870	870	870	870
Total Operating Revenue	1,408,695	1,412,214	1,415,743	1,419,280	1,422,925
Additional Rate Revenue Required					
	<i>Year</i>	<i>Revenue Increase</i>	<i>Months Effective</i>		
	2010/11	15.00%	12	211,174	211,702
	2011/12	9.00%	12	-	148,074
	2012/13	7.00%	12	-	124,148
	2013/14	5.00%	12	-	95,122
	2014/15	5.00%	12	-	100,128
Total Additional Sewer Charge Revenue	211,174	357,776	482,818	579,147	650,722
Total Required Revenue	1,619,869	1,769,990	1,898,561	1,998,427	2,103,648
O&M Expenses					
Personnel	157,051	160,690	163,762	167,063	170,409
Operations	133,670	139,245	143,083	149,091	153,274
Sewage Disposal (City of Miami Beach)	725,389	834,197	959,327	1,103,228	1,268,710
Total O&M Expenses	1,016,010	1,133,022	1,266,202	1,418,385	1,592,393
Net Operating Income	603,858	636,968	632,359	580,042	511,155
Debt Service					
Annual Debt Service (Estimated)	377,151	377,151	377,151	377,151	377,151
Total Debt Service	377,151	377,151	377,151	377,151	377,151
Calculated Debt Coverage Ratio	160%	169%	168%	154%	136%
Targeted Debt Coverage Ratio	125%	125%	125%	125%	125%
Non-Operating Revenue					
Interest Income	1,064	1,064	1,064	1,064	1,064
Total Non-Operating Revenue	1,064	1,064	1,064	1,064	1,064
Non-Operating Expenses					
Capital Outlay (excl Improvements)	6,960	6,279	6,593	6,923	7,269
Rate Funded Capital Projects	-	-	-	-	-
Total Non-Operating Expenses	6,960	6,279	6,593	6,923	7,269
Net Income (Loss) ¹	\$ 221,792	\$ 254,602	\$ 249,679	\$ 197,033	\$ 127,799

1. Positive net income to be applied to fund balances.

Source: Town of Surfside Water, and Sewer Rate Study, 2010

Financial Feasibility Analysis

Florida Statutes now require that local government comprehensive plan be financially feasible. Financial feasibility is defined by s. 163.3164(32), Florida Statutes (F.S.) as follows:

“Financial feasibility” means that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5- year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements.

The Town’s Schedule of Capital Improvements is financially feasible with funds committed throughout the five year period.

The Town’s scheduled projects and related funding sources show a positive or zero balance. The purpose of this comparison is to test and demonstrate the financial feasibility of the Comprehensive Plan. The Plan has been determined to be financially feasible because this comparison demonstrates the ability of the Town to finance capital improvements necessitated by the anticipated population and revenues.

Capital Improvement Element Goals, Objectives and Policies

Goal 1: Undertake capital improvements necessary to provide adequate infrastructure and a high quality of life within sound fiscal practices.

Objective 1 – In general, use the capital improvements element as a means to meet the needs for capital facilities necessary to meet existing deficiencies, accommodate desired future growth and replace obsolete or worn-out facilities. In particular achieve annual Town Commission use of this element as the framework to monitor public facility needs as a basis for annual capital budget and five-year program preparation. [9J-5.016(3)(b)1]

Policy 1.1 – In setting priorities, the following kinds of criteria shall be used by the Town Commission; in all cases, financial feasibility or budget impact will be assessed:

Public safety projects: any project to ameliorate a threat to public health or safety.

Quality of life projects: any project that would enhance the quality of life, such as a public streetscape improvement project.

Level of service or capacity projects: any project needed to maintain an adopted or otherwise desirable Level of Service.

Redevelopment projects: any project that would assist in the revitalization of deteriorated non-residential properties.

Environmental enhancement projects: any project which would enhance the environmental quality of the Atlantic Ocean, the Atlantic Ocean beach and dune system, Biscayne Bay or other natural resources. [9J-5.016(3)(c) 1 and 3]

Potable water projects:

Update the capital improvements schedule to maintain consistency with its 20-Year Water Supply Facilities Work Plan.

Use funds for the expansion, enhancement, and upgrade of the water supply facilities in accordance with the 20-Year Water Supply Facilities Work Plan.

Coordinate planning for the Town's infrastructure improvements related to water supply with the plans of state agencies, the South Florida Water Management District and Miami-Dade County.

Revision of priorities for the replacement of facilities, correction of existing water supply and facility deficiencies, and provision for future water supply and facility needs.

The Capital Improvement Element shall be reviewed and revised, as necessary, on an annual basis. The annual update shall demonstrate that the level of service standards will be maintained during the next five-year planning period.

In order to coordinate land uses with available and projected fiscal resources and a financially feasible schedule of capital improvements for water supply and facility projects, the Town shall include in its annual update of the its financially feasible five (5) year capital improvement project listing the first five (5) years of Water Supply Facilities Work Plan to ensure consistency between the Potable Water Sub-Element of the Infrastructure Element and the Capital Improvements Element.

The Town shall incorporate by reference the potable water projects for the ~~FY10-14~~ FY11-15 period in the Miami-Dade Water Supply Facilities Work Plan adopted on April 24, 2008.

Policy 1.2 – The Town shall prudently limit the amount of debt it assumes for capital improvements or other purposes. At a minimum, the Town shall not assume debt obligations which would result in the Town exceeding the debt ratios established by state law. [9J-5.016(3)(c)2]

Policy 1.3 – The Town shall maintain a current inventory of all Town-owned capital facilities, to include information on type, capacity, location and condition. [9J-5.016(3)(c)3]

Policy 1.4 – The Town shall regularly schedule inspections of all capital facilities to monitor and record the condition of each. [9J-5.016(3)(c)3]

Policy 1.5 – The Town shall use designated funding mechanisms such as the sewer assessments thereby freeing up general funds (and general obligation bonds) for such Town-wide projects identified in the policies of other Comprehensive Plan elements. [9J-5.016(3)(c)9]

Policy 1.6 – The Town shall prepare and adopt each year a five year capital improvements program and a one-year capital budget, to include all projects which entail expenditures of at least \$10,000 and a life of at least three years. Staff studies, engineering studies and other appropriate studies shall form the basis for preparation of a five-year capital improvement program, including one year capital budget. Among items which are specifically authorized and encouraged by this policy are the following: sidewalk repair and replacement; roadway and right-of-way drainage; street lighting; traffic signs, traffic engineer, signalization, and pavement markings; parking improvements serving the Harding Avenue Business District, and debt service and current expenditures for transportation capital projects in the foregoing program areas (including construction or reconstruction of roads). The preceding list is intended to be illustrative of appropriate expenditure categories. Other capital expenditures in related and different projects are hereby authorized. [9J-5.016(3)(c)7]

Policy 1.7 – The Town shall utilize the following implementation schedule to aid state requirements for annual updates and to ensure level of service standards are maintained.

- Preliminary meetings in April with the Building, Public Works, and Finance department to discuss capital improvement planning and revenues
- Capital improvement plan/budget workshop in July with the Town Commission for discussion of proposed projects and financing
- Prepare capital improvement plan in coordination with Town budget for approval in June.
- Public hearing on capital improvement plan/budget in September.

- Revise Schedule of Capital Improvements and update Capital Improvement Element in October.

Policy 1.8 – The Town will implement the projects listed in the capital improvement program and in the Implementation Schedule of this capital improvements element according to the schedule listed in this Element. [9J-5.016(3)(c)7]

Policy 1.9 –Capital improvements associated with the construction of educational facilities are not addressed in the Town’s Capital Improvement Plan or Schedule of Capital Improvements, but rather are the responsibility of the Miami-Dade County Public Schools. To address financial feasibility associated with school concurrency, the Miami-Dade County Public School Facilities Work Program, dated ~~September 9, 2009~~September 7, 2010, for educational facilities will be incorporated by reference into the CIE.

Policy 1.10 – The Town, in conjunction with Miami-Dade County and the Miami-Dade County School Board, has the responsibility for providing school concurrency related to capital improvements and should continually seek to expand funding sources available to meet those requirements.

Policy 1.11 – For public school facilities, a proportionate share mitigation agreement, is subject to approval by Miami-Dade County School Board and the Town and must be identified in the adopted Miami-Dade County Public School Facilities Work Program.

Policy 1.12 – The Town shall update its Capital Improvements Element and Program annually, to include the annual update of the Miami-Dade County Public Schools 5-Year District Facilities Work Plan.

Policy 1.13 – The annual update of the Capital Improvement Element shall include reflect proportionate fair-share contributions for transportation projects if applicable.

Objective 2 – In general, the coordination of land use decisions and available or projected fiscal resources with a schedule of capital improvements which maintains adopted level of service standards and meets existing and future facility needs. In particular, achieve coordinated Town use of: 1) existing and already approved development; 2) the Future Land Use Plan; 3) the financial analyses in this Element, and 4) the established Level of Service Standards in both reviewing development applications and in preparing the annual schedule of capital improvements.

Policy 2.1 – The following Level of Service (LOS) standards shall be maintained:

Streets:

Local Roads

Local roads:	D
Collector roads:	D

State Roadways

A Level of Service of LOS E+20 shall be established (where mass transit service having headways of 20 minutes less is provided within 1/2-mile distance, roadways shall operate at no greater than 120 percent of their capacity.)

Sanitary Sewers: The County-wide “maximum day flow” of the preceding year shall not exceed 102 percent of the County treatment system’s rated capacity. The sewage generation standard shall be 155 average gallons per capita per day.

Potable Water: The County-wide “maximum day flow” of the preceding year shall not exceed 98 percent of the County treatment and storage system’s rated capacity. The pressure shall be at least 20 pounds per square inch at the property line. The potable water consumption standard shall be 155 average gallons per capita per day.

Drainage: All nonresidential development and redevelopment shall adequately accommodate runoff to meet all Federal, state and local requirements. Stormwater shall be treated in accordance with the provisions of Chapter 17-25, *FAC* in order to meet receiving water standards in Chapter 17-302.500, *FAC*. One inch runoff shall be retained on site. Post-development runoff shall not exceed peak pre development runoff.

Solid Waste: The County solid waste disposal system shall maintain a minimum of five years’ capacity. For Town planning purposes, a generation rate of 5.6 pounds per person per calendar day shall be used.

Parks: The Town shall achieve and maintain a Level of Service standard of at least 6 acres of public recreation sites per 1,000 permanent population. [9J-5.016(3)(c)4]

Public Schools: The adopted level of service (LOS) standard for all public school facilities is 100% utilization of Florida Inventory of School Houses (FISH) Capacity (with Relocatable Classrooms). This LOS standard, except for Magnet Schools, shall be applicable in each public school concurrency service area (CSA), defined as the public school attendance boundary established by the Miami-Dade County Public Schools. The adopted LOS standard for Magnet Schools is 100% of FISH (with Relocatable Classrooms), which shall be calculated on a districtwide basis. Level of Service standards for public school facilities apply to those traditional educational facilities, owned and operated by the Miami-Dade County Public Schools, that are required to serve the residential development within their established Concurrency Service Area. Levels of Service standards do not apply to charter schools. However, the capacity of both charter and magnet schools will be credited against the impact of development.

Policy 2.2 – The concurrency management system formulas shall include the public facility demands to be created by “committed” development and the capital improvement schedule shall include the project implications of such committed development to assure facilities are provided concurrent with the impact of development. 9J-5.016(3) (c) 5]

Policy 2.3 – The Town shall not give development approval to any new construction, redevelopment, or renovation project which creates a need for new or expanded public capital improvement unless the project pays a proportional share of the costs of these improvements.[9J-5.017(3)(b) 4 and (c) 8]

Policy 2.4 – The Town shall maintain and improve as part of the land development code a concurrency management system which meets the requirements of 9J-5.0055. The concurrency management system shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the Transportation, Recreation and Open Space, Infrastructure and Public School Facilities) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of

development shall be effective immediately and shall be interpreted pursuant to the provisions of Policy 1.4 of the Future Land Use Element. [9J-5.016(3)(c)6]

9J-5.0016 Objective and Policy Requirements Not Applicable to Surfside: Rule 9J-5 of the Florida Administrative Code requires communities to adopt as part of their Future Land Use Element objectives and policies which address various issues, except where those issues are not reasonable applicable to a particular community. The following objective and policy provisions of Rule 9J-5 are deemed by the Town of Surfside to be inapplicable:

9J5.016(3)(b)2 – The limitation of public expenditures that subsidize development in high hazard coastal areas.

CAPITAL IMPROVEMENT ELEMENT IMPLEMENTATION SYSTEMS [9J-5.016(4)(a)]

Five-Year Schedule of Capital Improvements: See schedule nearby in this element. [9J-5.016(4)(a) 1 and 2]

Other Programs: The other principal programs needed to implement this Element are as follows:

- Continue the annual capital programming and budgeting including use of the project selection criteria contained on Policy 1.1; related thereto will be the annual review of the Element.
- Amendments to the existing land development code to assure conformance to the “concurrency” requirements relative to development orders, levels of service and public facility timing as outlined in C below. [9J-5.016(4)(b)]

Monitoring and Evaluation: The Town Manager or designee shall annually prepare a status report on this Capital Improvement Element for submittal to the Town Commission. The primary purpose is to update the five-year schedule including the basis for next year’s capital budget. The project evaluation criteria shall be used in the project list review and special attention shall be devoted to maintenance of the level of service standards. This entire evaluation process shall be integrated into the Town’s annual budget process. [9J-5.016(5)]

Concurrency Management: Concurrency management shall be implemented as articulated in the Future Land Use Element Policy 1.4 and the Capital Improvement Element Policy 2.3. [9J-5.016(4)(b) and 9J-5.0055]

MONITORING, UPDATING AND EVALUATION PROCEDURES as required by 9J-5.005(7), F.A.C.

Annual Monitoring: In conjunction with one of the plan amendment cycles, the Local Planning Agency may annually conduct a public workshop on the Comprehensive Plan. A status report shall be provided by the Town Manager or designee and then citizen comment shall be solicited. This meeting shall be publicized by a legal notice in the newspaper plus efforts to have a news story in the Miami Herald and flyer announcements at the Town Hall. The LPA will then submit a report on the status of the Plan to the Town Commission. This report may be accompanied by recommended amendments, using the normal amendment process.

Evaluation and Appraisal Report (EAR): The Town Manager or designee shall prepare an Evaluation and Appraisal Report in conformance with statutory requirements and with special emphasis on the extent to

which the Comprehensive Plan objectives and policies have been achieved. The report will pinpoint obstacles to plan implementation and update baseline data.

Revised Objectives and Policies: As part of this EAR process, amendments to the goals, measurable objectives and policies based upon the above review, focusing short and long term community objectives. The citizen participation procedures used in preparing the Comprehensive Plan plus any future modifications thereto) shall be used in amending the Plan.

Concurrency Management System Standards

Facility Capacity Determinations: The determination that there is adequate facility capacity for a proposed project shall be based on a formulation such as $(A+B) \text{ minus } (C+D+E)$ shall be greater than zero, where

“A” equals the total *design capacity* of existing facilities;

“B” equals the total *design capacity* of any *planned new facilities* that will become available concurrent with the impact of the proposed development;

“C” equals existing demand on facilities measured as traffic volumes, sewer and water flows, utilization of FISH capacity (for schools) or population;

“D” equals committed demand from approved projects that are not yet constructed; and

“E” equals the demand anticipated to be created by a proposed project.

Criteria for Measuring the Design Capacity of Existing and Planned New Facilities: The design capacity of existing and planned new facilities shall be determined as follows:

Sewage: the capacity of the County sewage treatment system.

Water: the capacity of the County water treatment and storage system.

Solid Waste: the capacity of the County disposal system.

Drainage: the on-site detention capability and/or storm sewer capacity.

Roadways: The standard for measuring highway capacities shall be the Florida DOT Table of Generalized Two-Way Peak Hour Volumes for Urbanized Areas or other techniques that are compatible to the maximum extent feasible with FDOT standards and guidelines. The measurement of capacity may also be determined by engineering studies provided that analysis techniques are technically sound and acceptable to the Town engineer.

Recreation: Measurement shall be based on recreation data in the Comprehensive Plan plus the latest Town population estimate with any necessary interpretation provided by the Town Manager or designee thereof.

Transit: The County Transit Agency bus schedules for routes within the Town.

Criteria for Counting the Capacity of Planned New Facilities: The capacity of planned new facilities may be counted only if the following timing requirements to ensure that adequate public facilities are available to meet level of service standards with the impact of development:

- (a) Sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the Town shall determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the Town of a certificate of occupancy or its functional equivalent.
- (b) Parks and recreation facilities to serve new development shall be in place or under actual construction no later than 1 year after issuance by the local government of a certificate of occupancy or its functional equivalent. However, the acreage for such facilities shall be dedicated or be acquired by the Town prior to issuance of a certificate of occupancy or its functional equivalent, or funds in the amount of the developer's fair share shall be committed no later than the local government's approval to commence construction.
- (c) Transportation facilities needed to serve new development shall be in place or under actual construction within 3 years after the Town approves a building permit that results in traffic generation.

Responsibility for Concurrency Monitoring System: The manager or designee thereof shall be responsible for monitoring facility capacities and development activity to ensure that the concurrency management system data base is kept current, i.e., includes all existing and committed development. This data base shall be used to systematically update the formulas used to assess projects. An annual report shall be prepared.

Capacity Reservation: Any development permit application which includes a specific plan for development, including densities and intensities, shall require a concurrency review. Compliance will be finally calculated and capacity reserved at time of final action on a **design review** or **building permit** if no **design review** is required or enforceable developers agreement. Phasing of development is authorized in accordance with Rule 9J-5.0055. Applications for development permits shall be chronologically logged upon approval to determine rights to available capacity. A capacity reservation shall be valid for a time to be specified in the land development code; if construction is not initiated during this period, the reservation shall be terminated.

Public School Concurrency Review : Prior to the issuance of any development order for new residential development or redevelopment, public school facilities needed to support the development at adopted school LOS standards must meet the following requirements:

1. The necessary public school facilities and services are in place or under actual construction within three years after issuance of final subdivision or site plan approval, or the functional equivalent.
2. The necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163.3220, F.S., or an agreement or development order issued pursuant to Chapter 380, F.S., to be in place or under actual construction not more than three years after issuance of a certificate of occupancy or its functional equivalent.

School concurrency approval for the development and anticipated students shall be valid for up to two (2) years, beginning from the date the application received final approval from the Town.

Project Impact or Demand Measurement: The concurrency management user's procedural guide (a supplement to the land development code) will contain the formulas for calculating compliance plus

tables which provide generation rates for water use, sewer use, solid waste and traffic, by land use category. Alternative methods are acceptable to the Town Manager or designee thereof may also be used by the applicant. For example, traffic generation may be based upon the Institute of Transportation Engineer's "Trip Generation" manual.

Schedule of Capital Improvements by Category and Funding Sources

Tables 9-8-A-C9-10A-D and Table 9-9 make up the Town's schedule of Capital Improvements. Funding sources are shown where applicable.

**Table 9-8A10A
Stormwater Projects**

Town Stormwater Projects							
Project	Location	FY2011	FY2012	FY2013	FY2014	FY2015	Total
Stormwater Pollution Control Project	Townwide	\$2,771,190					\$2,771,190
-	-	-	-	-	-	-	-
Total Cost of Stormwater Projects		\$2,771,190					\$2,771,190
Funding Sources	FDEP LP6787 – Approved 12/31/08	\$125,000	-	-	-		125,000
	FDEP S0374 Approved 2/30/10	\$873,500	-	-	-		873,500
	State Revolving Loan Fund	\$1,772,690	-	-	-		3,010,092
	Previous Year Carryover		\$286,990	\$573,980	\$860,700	\$1,147,960	\$2,869,630
Total Funding Available for Stormwater Pollution Control Project		\$2,771,190	\$286,990	\$573,980	\$860,700	\$1,147,960	\$5,640,820

Source: Town of Surfside, Calvin, Giordano and Associates, Inc.

Note: The Town Commission approved a stormwater service rate increases to provide debt service for the fund balances for FY11. Funding sources for FY11 result in a carryover/reserve for each year FY12-FY15.

Town Stormwater Projects							
Project Name	Location	FY 2010	FY2011	FY2012	FY2013	FY2014	Total
Stormwater Pollution Control Project	Townwide	472,000	151,000	172,000	172,000	172,000	1,139,000
			-	-	-	-	
Total Cost of Stormwater Projects			151,000	172,000	172,000	172,000	
		472,000					1,139,000
Funding Sources	Florida Dept. of Environmental Protection	134,500	151,000	172,000	172,000	172,000	801,500
	Stormwater Fund Balance	337,500	-	-	-	-	337,500
			-	-	-	-	
Total Funding Available for Stormwater Pollution Control Project		472,000	151,000	172,000	172,000	172,000	1,139,000
Balance		0	0	0	0	0	0

Source: Town of Surfside, Calvin, Giordano and Associates, Inc.

Notes: The FDEP grant for the stormwater improvements was signed on February 26, 2008. FDOT funds agreement approved January 9, 2008.

Table 9-8B10B
Wastewater and Potable Water Projects

Town Wastewater and Potable Water Projects							
Project Name	Location	FY 2011	FY2012	FY2013	FY2014	FY2015	Total
Wastewater System Rehabilitation Program	Town wide	<u>3,987,100</u>	<u>1,049,123</u>	-	-	-	<u>5,036,223</u>
Water System Program	Town wide	<u>4,241,200</u>	<u>1,797,371</u>	-	-	-	<u>6,038,571</u>
Total Cost of Projects		<u>8,228,300</u>	<u>2,846,494</u>	-	-	-	<u>11,074,794</u>
Funding Sources	Miami-Dade County Building Better Communities Bond	<u>829,000</u>		-	-	-	<u>829,000</u>
Funding Sources	Water and Sewer Fund	<u>336,690</u>	<u>1,165,690</u>	-	-	-	<u>1,502,380</u>
	State Revolving Fund with non-ad valorem pledge from rate adjustment.	<u>7,807,947</u>	<u>1,855,636</u>	-	-	-	<u>9,663,583</u>
	FDEP LP8978 - 3/31/09	<u>100,000</u>	-	-	-	-	<u>100,000</u>
	FDEP LP8978 – 3/31/09	<u>33,000</u>	-	-	-	-	<u>33,000</u>
	Previous year carryover		-	<u>351,056</u>	<u>351,056</u>	<u>351,056</u>	
Total Funding		<u>9,106,637</u>	<u>3,021,326</u>				<u>12,127,963</u>

Source: Town of Surfside, Calvin, Giordano and Associates, Inc.

Notes: Description of Wastewater Rehabilitation Program: The Wastewater Rehabilitation Plan consists of three phases. Phase I required the placement of full dish gaskets on manhole openings and brings the Town in partial compliance with the mandates from DERM. Phase II requires the repair or lining of sanitary sewer lines as detected by the recent cleaning and video project. Phase III (renovating pump stations) will complete the requirements as outlined in the Sanitary Sewer Evaluation Study (SSES).

Description of Water System Program: This project provides for the replacement of about 11 miles of water system pipe known to be in particularly poor condition.

The Miami-Dade County Building Better Communities Bond was approved on July 20, 2004.

The Town Commission approved water and sewer service rate increases to provide debt service and state revolving loan repayment for FY10 and FY11. Funding Sources for FY10 and FY11 result in a carryover of \$351,056 for each year FY12-FY15.

Town Wastewater and Potable Water Projects							
Project Name	Location	FY 2010	FY2011	FY2012	FY2013	FY2014	Total
Wastewater System Rehabilitation Program	Townwide	<u>1,145,000</u>	<u>1,145,000</u>	<u>725,000</u>	<u>20,000</u>	<u>20,000</u>	<u>3,055,000</u>
Water System Program	Townwide	<u>1,428,000</u>	<u>285,600</u>	<u>285,600</u>	<u>285,600</u>	<u>285,600</u>	<u>2,570,400</u>
Total Cost of Projects		<u>2,573,000</u>	<u>1,430,600</u>	<u>1,010,600</u>	<u>305,600</u>	<u>305,600</u>	<u>5,625,400</u>
Funding Sources	Water and	<u>1,533,328</u>	<u>1,910,593</u>	<u>2,159,126</u>	<u>2,245,491</u>	<u>2,335,311</u>	<u>10,183,849</u>
	General Fund	<u>210,672</u>					
	General Obligation Bond	<u>829,000</u>					<u>829,000</u>
Total Funding Available for Stormwater Pollution Control Project		<u>2,362,328</u>	<u>1,910,593</u>	<u>2,159,126</u>	<u>2,245,491</u>	<u>2,335,311</u>	<u>11,012,849</u>
Balance		<u>0</u>	<u>479,993</u>	<u>1,148,5260</u>	<u>1,939,891</u>	<u>2,029,711</u>	<u>5,387,449</u>

Source: Town of Surfside, Calvin, Giordano and Associates, Inc.

Notes: Description of Wastewater Rehabilitation Program: The Wastewater Rehabilitation Plan will be broken into three phases. Phase I will bring the town into partial compliance with the mandates from DERM (place full dish gaskets on manhole openings). Phase II (repair pipes determined to have inflow/infiltration issues) and III (renovating pump stations) will complete the requirements as outlined in the Sanitary Sewer Evaluation Study (SSES).

Description of Water System Program: This project provides for several miles of water system pipe known to be in particularly poor repair. This pipe replacement program will address those existing iron water pipes that are undersized, corroded or both.

The Town Commission approved water and sewer service charge increases on October 14, 2008. Therefore, the fund balances for FY2010 and FY2011 can be considered committed sources of funding.

**Table 9-8C10C
FDOT Projects**

FDOT Projects							
Project Name	Location	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total
SRA1A/Collins Avenue Resurfacing FDOT Item No. 4198581	150 feet north of 75th Street to north of 96th Street		\$4,820,000				\$4,820,000
SRA1A/Harding Avenue Resurfacing FDOT Item No. 4198231	From Bal Harbour Shop Entrance to 94th Street		\$1,315,000				\$1,315,000
SR922/96 St Kn Con. Resurfacing FDOT Item No. 4274211	From 163' E. of E. Bay Habr to SR A1A/Collins Avenue	\$105,000		\$694,000			\$799,000
Total Cost of FDOT Projects		\$105,000	\$6,135,000	\$694,000			\$6,934,000

Source: FY2011-2015 Transportation Improvement Program, Miami-Dade Metropolitan Planning Organization

**Table 9-10D
Gas Tax Projects**

Gas Tax/ CITT Projects							
Project Name	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total	
Traffic Management Program	\$55,000	\$85,000	\$80,000	\$80,000	\$80,000	\$380,000	
Downtown Improvement Master Plan	\$23,500					\$23,500	
Mobility Fee Study	\$75,000					\$75,000	
Total Cost	\$153,500	\$85,000	\$80,000	\$80,000	\$80,000	\$478,500	
Funding Source	Municipal Transportation Fund	\$258,500	\$109,181	\$110,818	\$112,480	\$114,168	\$109,181
Balance		\$105,000	\$24,181	\$30,818	\$32,480	\$34,168	\$105,000

Source: Town of Surfside Finance Department.

Note: The Municipal Transportation Fund includes the Second Local Option Gas Tax, funds from the Citizen's Independent Transportation Trust- (County gas tax shared with municipalities). The 2011 fund balance includes a balance transfer. FY11-15 projections are based upon a 1.5% increase in revenues years from FY11.

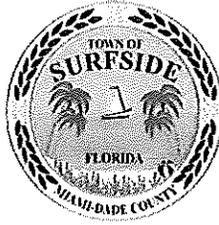
Project Descriptions: The Downtown Improvements Master Plan is a comprehensive study that focuses on Collins Avenue, Harding Avenue, and the surrounding downtown areas. The study is to include analysis and recommendations regarding hard-scape and soft-scape features, way-finding signage, aesthetic entranceways, and other unique elements exclusive to the Town. Additional studies and improvement costs may result from these recommendations.

The Traffic Management Program is a program to implement various traffic calming devices throughout the Town. Traffic calming devices help lower vehicle speed and prevent cut through traffic on local roads. Traffic calming devices can include but are not limited to speed tables, roundabouts, partial road closures, road narrowing, and chicanes. Included in the funding are traffic engineering analysis and construction costs.

The Mobiliy Fee Study would prepare Surfside for the adoption of transportation impact fee based upon multi-modal planning (auto, bicycle, pedestrian, mass transit) and the requirements implementing SB360.

FDOT Projects							
Project Name	Location	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Total
<u>SRAIA/Collins Avenue Resurfacing</u> <u>FDOT Item No:</u> <u>4198581</u>	<u>150 feet north of 75th Street to north of 96th Street</u>			<u>\$5,156,000</u>			<u>\$5,516,000</u>
<u>SRAIA/Harding Avenue Resurfacing</u> <u>FDOT Item No:</u> <u>4198601</u>	<u>75 Street to 91st Street</u>			<u>\$1,462,000</u>			<u>\$1,462,000</u>
<u>SRAIA/Harding Avenue Resurfacing</u> <u>FDOT Item No:</u> <u>4198231</u>	<u>From Bal Harbour Shop Entrance to to 94th Street</u>		<u>\$1,056,000</u>				<u>\$1,056,000</u>
Total Cost of FDOT Projects			<u>\$1,056,000</u>	<u>\$6,978,000</u>			<u>\$8,034,000</u>

Source: FY2010-2014 Transportation Improvement Program, Miami Dade Metropolitan Planning Organization



Town of Surfside Commission Communication

Agenda Item #: 4A2

Agenda Date: November 9, 2010

Subject: New regulations regarding municipal surface parking lots in Regulated Uses 90-41(e), expand exemptions from Lot Standards 90-49, correct scrivener's error in 90-77(d); and new regulations regarding Design Standards for Municipal Surface Parking Lots, 90-82(m).

Objective: Permit municipal surface parking lots in all zoning districts except H30A and H30B. Exempt municipal surface parking lots from Zoning Code requirements for Lot Standards, Design Standards, and provide for minimal Landscape Requirements for those properties along Collins Avenue.

Background: Ordinance 10-1550 was adopted on March 9, 2010 exempting Town-owned property from off-street parking, setback, and lot coverage standards. The proposed ordinance extends the exemptions for Town-owned surface parking lots to include all Lot Standards, Design Standards, and Landscape Requirements as well as permitting Town-owned surface parking lots in all zoning districts except H30A and H30B.

Analysis: The Town's Comprehensive Plan addresses inadequate parking and includes the following Objective *"The Town shall help provide an adequate supply of parking to serve the business area and major community facilities"* (Transportation Element, Objective 6 – Adequate Parking).

The Town's ability to provide additional parking lots is limited by the lack of vacant land, especially the lack of vacant land adjacent to the Harding Avenue Business District. Therefore, Staff recommends that the development of surface level parking should be permissible in all zoning districts. Additionally, Staff has determined that should the lot width and pervious standards set forth in Section 90-49 (Lot Standards), Article V (Design Standards) and Article VIII (Landscape Requirements) be applied to Town surface parking lots, the Town would not be able to develop parking lots that maximize parking spaces, parking revenues or achieve the goals of the Charrette and Comprehensive Plan. However Staff recognizes that landscaping is important and therefore is recommending a minimum of 10% of the site be landscaped. The proposed exemptions would only apply to surface parking lots and would not apply to parking garages. Further, the proposed exemptions would only apply to surface parking lots owned, operated and maintained by the Town. Finally, the parking lots would still be required to undergo the Site Plan approval process as required in the Zoning Code. Attached is a diagram of the location of Town-owned parking lots.

Staff is also including a revision for a scrivener's error in the language adopted in Ordinance 10-1055. The word "Chapter" should be "Article" and the word "Code" should be struck.

Budget Impact: Planning Staff's time was funded under the general services contract between the Town and CGA. Therefore the Town did not incur an additional budget impact for CGA's time.

Growth Impact: N/A

Staff Impact: N/A

Recommendation: The Planning and Zoning Board recommended approval of this item to the Town Commission at its October 28, 2010 meeting with the condition that the exemption from Design Standards is applicable only to Town-owned surface parking lots along Collins Avenue. It is recommended that the Surfside Town Commission adopt on second reading the attached Ordinance.



Shelley Eichner, Town Planner



Roger Carlton, Interim Town Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING," ARTICLE IV. "DISTRICT REGULATIONS" SECTION 90-41. "REGULATED USES" TO ALLOW SURFACE PARKING LOTS TO BE LOCATED IN ANY ZONING DISTRICT EXCEPT H30A AND H30B; AMENDING ARTICLE VII "OFF-STREET PARKING AND LOADING," DIVISION 1 "OFF-STREET PARKING," SECTION 90-77 "OFF-STREET PARKING REQUIREMENTS" AND SECTION 90-82. "DESIGN STANDARDS" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADD A PROVISION RELATIVE TO MUNICIPAL SURFACE PARKING AND DESIGN STANDARDS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida ("Town Commission"), the business owners and Tourist Board have all expressed a desire to foster redevelopment and revitalization of commercial uses and properties in the traditional downtown area the within the Town of Surfside ("Town"); and

WHEREAS, the Town adopted amendments to the Future Land Use Element of the Town of Surfside Comprehensive Plan Transportation Element Objective 6 and Policy 6.1 which support the use of a Parking Trust Fund as a method for funding the construction of public parking garages and other facilities and programs to provide needed parking within the Town's business district as well as adopting Ordinance 10-1556 establishing a Parking Trust Fund; and

WHEREAS, the Town has purchased property and wishes to provide as much additional municipal parking as reasonably possible within this geographically constrained beachfront community and has determined the Code requirements for such lots must be amended to make this effort more feasible and without which amendments the ability of businesses and other nonresidential uses to develop, improve and redevelop properties will be hindered; and

Ordinance No. _____

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WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments to the district regulations on October 28, 2010 with due public notice and input; and

WHEREAS, the Town Commission shall have conducted a duly noticed public hearing on these regulations as required by law on November 9, 2010, having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission finds that this Ordinance is consistent with the Town's Comprehensive Plan and furthers the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-41. Regulated Uses.

(e) Surface parking lots owned, operated, and maintained by the Town may be located in any zoning category except H30A and H30B.

Sec. 90-77. Off-street parking requirements.

(d) Parking by use.

Municipal parking. The provisions of this ~~chapter~~ Article (Off-Street Parking and Loading) and the Code shall not apply to the use of any property by the Town in any government capacity, function, or purpose. This exemption shall also apply to setbacks and lot coverage requirements as set forth in section 90-45 and section 90-49 hereinabove.

Ordinance No. _____

Sec. 90-82. Design standards.

(m) Municipal surface parking lots design standards. Notwithstanding anything to the contrary, the provisions of Section 90-49 "Lot Standards", Chapter 90 Article V. "Design Standards" and Chapter 90 Article VIII "Landscape Requirements" shall not apply to surface parking lots owned, operated, and maintained by the Town and located along Collins Avenue . However, no less than 10% of the gross square area of the site shall be landscaped.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this ____ day of _____, 2010.

PASSED and ADOPTED on second reading this ____ day of _____, 2010.

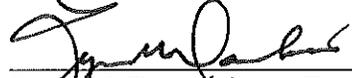
Daniel Dietch, Mayor

Ordinance No. _____

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

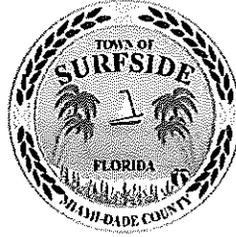
On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes _____	no _____
Vice Mayor Graubart	yes _____	no _____
Commissioner Karukin	yes _____	no _____
Commissioner Kopelman	yes _____	no _____
Commissioner Olchyk	yes _____	no _____

Ordinance No. _____



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney 

cc: Roger Carlton, Interim Town Manager
 Debra E. Eastman, M.M.C., Town Clerk

DATE: November 9, 2010

RE: Commercial Vehicle Parking Restriction Ordinance

Recommendation: It is recommended the Commission pass this amendment to Section 74-1 and 74-2 relating Commercial Vehicle Parking Restrictions on first reading.

Reasons: The Parking of commercial vehicles on public streets in residential neighborhoods of Surfside has become a problem for residents. In addition to having an adverse affect on the maintenance of the aesthetics of a residential neighbor, the parking of these vehicles creates a shortage of street parking available to our residents. The prior code restrictions were somewhat vague and made reference to zoning districts no longer in existence in our code. Further with the recent publication of certain court decisions, it made sense to correct any ambiguities or vagueness in the prior Code provision, tighten up the language, and ensure enforceability by the courts by tracking the language the courts have already opined is acceptable, thereby minimizing our risk of any challenge. The new language defines commercial vehicles by weight and description. It imposes hours when parking is permitted, designates the district where the restriction is not applicable, and gives the Police the power of enforcement.

ORDINANCE NO. 10- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 74 AND SPECIFICALLY SECTION 74-1 "USE OF COMMERCIAL VEHICLES"; CREATING SECTION 74-2 "USE OF COMMERCIAL VEHICLES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to define commercial vehicles.

WHEREAS, The Town Commission held its first public reading on November 9, 2010 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, The Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on December 14, 2010 and further finds the proposed change to the Code necessary and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA as follows:

Section 1. **Recitals.** The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. **Code Amendment.** The code of the Town of Surfside, Florida is hereby amended as follows:

Ordinance No. _____

ARTICLE I. IN GENERAL

Sec. 74-1. Use of commercial vehicles restricted-Commercial vehicle.

~~(a) No person shall park, stop, stand, idle or operate any truck, trailer and other commercial vehicle, or any other equipment used for commercial purpose, or any vehicle displaying advertising signs at any time upon any of the streets or parts of streets in the boundaries of the town, except zoning districts designated B-1 (business district) and CO-1 (commercial office overlay districts) and street immediately adjacent to these districts, except that such vehicles may be operated or parked upon any street for the purpose of expeditious delivering or picking up materials or merchandise or rendering of expeditious service within the boundaries of the town and then only by entering at the intersection nearest the destination of the vehicle and proceeding thereon no farther than the nearest intersection thereafter.~~

~~(b) Any person, violating any of the provisions of this section shall, upon conviction be punished as provided in section 1-8.~~

(a) *Commercial Vehicle.* As herein used, shall mean a motor vehicle of one-ton capacity or more or a motor vehicle or trailer of any size or capacity which is used in commerce. A motor vehicle shall be conclusively presumed to be used in commerce if the vehicle bears a sign, insignia, trademark, tradename or business designation of any nature, wherever the same may be located on the vehicle; or the vehicle is used for the transportation of persons or property for compensation. A motor vehicle will be presumed to be used in commerce if, upon visual inspection, it contains equipment and other personal property regularly, normally and ordinarily used in commerce business or trade, such as, for example, construction tools and equipment, commercial lawn mowers, tractors, ladders, paint, auto mechanics' tools, such as hydraulic jacks, tire changing equipment and towing equipment. Such presumption shall be subject to rebuttal by competent evidence.

(b) The fact that a motor vehicle used in commerce as above-described is designed for private use or is only used commercially on a part-time basis shall not abrogate or reduce the presumption of use in commerce. Provided, however, that the placement of a temporary (magnetic or otherwise) cover over the sign, insignia, trademark, trade name or business designation shall cause the vehicle to be in compliance so long as there is compliance with Section 74-2 hereinbelow.

Sec. 74-2. Use of commercial vehicles restricted.

(a) No person shall park, stop, stand, idle or operate any truck, trailer and other commercial vehicle, or any other equipment used for commercial purpose, at any time upon any of the streets or parts of streets in the boundaries of the town, except zoning district designated SD-B40 and street immediately adjacent to these districts, except that such vehicles may be operated or parked upon any street for the purpose of delivering, picking up materials, merchandise, or rendering of service with the weekday hours of 8 AM to 6 PM or Saturday between 8 AM and 1 PM (except for vehicles parked for the purposes of emergency plumbing, roofing, or electrical repairs which may occur outside of these prescribed hours) within the boundaries of the town and then only by entering at the intersection nearest the destination of the vehicle and proceeding thereon no farther than the nearest intersection thereafter.

Ordinance No. _____

(b) Any person, violating any of the provisions of this section shall, upon conviction be punished as provided in section 18.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “ordinance” may be changed to “Section” or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this _____ day of _____, 2010.

PASSED and ADOPTED on second reading this ____ day of _____, 2010.

Ordinance No. _____

Daniel Dietch, Mayor

Attest:

Debra Eastman, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes _____	no _____
Vice Mayor Graubart	yes _____	no _____
Commissioner Karukin	yes _____	no _____
Commissioner Kopelman	yes _____	no _____
Commissioner Olchyk	yes _____	no _____

Ordinance No. _____



Commission Communication

Agenda #: 5A

Date: November 9, 2010

Subject: Fraternal Order of Police Collective Bargaining Agreement

Background: The Fraternal Order of Police Local 135 has been representing the Town of Surfside bargaining unit members for over 10 years. Currently there are 29 members including police officers, sergeants and dispatchers. The process which governs Collective Bargaining is established under Florida Statute 447.

On Tuesday, October 26, 2010, members of the FOP ratified the Collective Bargaining Agreement. See Exhibit A and Exhibit B.

The Town's bargaining team included: Interim Town Manager, Roger Carlton, Former Town Manager, Gary L. Word, Chief David Allen, Assistant Chief John Di Censo, Finance Director Martin Sherwood and Human Resources Coordinator Yamileth Slate-McCloud.

The Union's bargaining team included: Sgt. Patrick McKenna, Officer Tammy Pedre, Officer Julio Torres, Officer Antonio Mesa, and Regional FOP Representative Joseph Puleo.

There were four negotiation (4) sessions. The first three lasted approximately ninety (90) minutes and the final session lasted approximately three (3) hours. I would like to recognize and thank the members of the negotiation teams for acknowledging the Town's financial difficulties and the impact on the budget.

The major changes to the contract include:

- Freezing all cost of living increases for the first year
- Freezing all anniversary step increases for the first year
- Reducing the minimum staffing numbers
- Increasing the take home vehicle maintenance fee
- Three year contract with wage re-opener for years two and three
- Establishing a minimum passing score for Sergeant's promotional exam
- Employee wellness program changed from being a condition of employment to optional.

- There were also approximately 25 minor items with little or no cost implications that were negotiated.

A key issue for the Town in achieving the new contractual terms was resolving the disputed interpretation of the pay plan used during the previous contract. At issue was whether or not bargaining unit members should have received a 3% or larger increase when they reached their anniversary dates during each calendar year.

Step increases of this nature in addition to the annual COLA historically given on October 1st of each year essentially provide a two tier increase which could be 10 percent or more annually. One reflects parity with inflation (COLA) and the other reflects recognition of years of service (Step Increases). It is clear that the resources to provide both increases at traditional levels were not available in FY 2010/11. It was also clear in direction given to the administration that keeping a highly motivated police force was of critical importance to the members of the Town Commission. The solution to this dilemma negotiated at the bargaining table was to forego merit and step increases during FY 2010/11. The savings from this coupled with forbearance of a long and protracted mediation process resulted in a balance that satisfied both sides of the bargaining table and has been ratified by the FOP membership.

The proposed contract calls for a re-opener on wages (COLA and Step Increase) in April 2011 for possible implementation beginning in October 2011. It is clear that the basis for this re-opener will be the financial resources available to the Town. The agreement also states that if a step increase is granted, it will become effective October 1, 2011 for the remaining period of the employee's anniversary year.

This means that if an employee's anniversary date was July 1, 2011 and there is a negotiated step increase for FY 2011/12 they will begin to earn that amount on October 1, 2011 until their next anniversary date. One item that remains open is making the step increases tied to performance. This complex subject will be part of the re-opener discussions.

Budget Impact: The FY 2010/11 budget was formulated and approved without COLA and step increases. Therefore, the proposed agreement is in compliance with the FY 2010/11 Adopted Budget.

Analysis: The collective bargaining process has been arms length and respectful. While neither side emerged with all they wanted, both sides achieved sufficient outcomes to support bringing the agreement to their membership and to the Town Commission.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the Collective Bargaining Agreement with the Fraternal Order of Police Local 135.



David Allen
Chief of Police



Roger M. Carlton
Interim Town Manager

RESOLUTION NO. 2010- ____

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE DATED OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013 ATTACHED HERETO AS EXHIBIT "A"; DIRECTING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town management (the Town") has spent considerable time and effort negotiating the Collective Bargaining Agreement (the "Agreement") between the Town and the Florida State Lodge Fraternal Order of Police ("FOP") dated October 1, 2010 through September 30, 2013 which is attached to this Resolutions as Exhibit "A"; and

WHEREAS, the membership of the FOP has now ratified the Agreement; and

WHEREAS, the Town Commission has now reviewed and desires to approve and ratify the Agreement as it establishes an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment and is therefore determined to be in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Approval and Ratification of Agreement. The Town Commission hereby approves and ratifies and authorizes the Town Manager on behalf of the Town of Surfside, Florida to execute the agreement between the Town and the FOP attached hereto as Exhibit "A."

Section 3. Town Manager. The Town Manager is hereby directed to execute the Agreement on behalf of the Town and to take all actions necessary to implement the terms of the Agreement.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED on this 9th day of November, 2010.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joe Graubart _____
Mayor Daniel Dietch _____

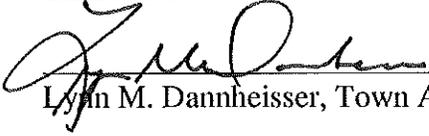
Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:



Lynn M. Dannheisser, Town Attorney

AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE, FLORIDA
AND THE
FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE
October 1, 2010 through September 30, 2013

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PREAMBLE

THIS AGREEMENT is entered into by the Town of Surfside, Florida, hereinafter referred to as the "Employer" or "Town", and the Florida State Lodge Fraternal Order of Police, hereinafter referred to as the "FOP" or "Union", for the purpose of promoting harmonious relations between the Town and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment.

ARTICLE 1.

RECOGNITION, STRIKES AND LOCKOUTS

1.1 The Town hereby recognizes the FOP as the sole and exclusive collective bargaining agent as to wages, hours and all other terms and conditions of employment for the following bargaining unit as certified by the Public Employees Relations Commission (PERC), Certification No. 1180, and Order No. RC-97-032:

INCLUDED: All employees in the classifications of Sergeant, Police Officer, and Police Dispatcher.

EXCLUDED: Chief of Police, Assistant Chief, Lieutenant, and all other employees of the Town of Surfside.

1.1.1. Any changes in the bargaining unit shall only be made upon proper application to PERC and/or an appropriate court of competent jurisdiction.

1.2 There will be no strikes, work stoppages, slowdowns, boycotts, concerted failure, or refusal to perform assigned work or other actions contained within the definition of a strike under Section 447.203(6), Florida Statutes, by the employees covered under this Agreement, and there will be no lockout by the Town for the duration of this Agreement. The FOP supports the Town fully in maintaining efficient operations. For the purposes of this clause, claimed illness by one-third (1/3) or more of the bargaining unit employees eligible for duty followed by claimed illness on the part of one-third (1/3) or more of those contacted as replacement personnel shall constitute prima facie evidence of concerted failure or refusal to perform.

1.2.1 Any employee who participates in or promotes a strike, work stoppage, slowdown, boycott, concerted failure or refusal to perform assigned work or any other actions contained within the definition of a strike under Section 447.203(6), Florida Statutes may be

disciplined or discharged by the Town, and the sole and exclusive jurisdiction to review such discipline or discharge shall be determined by the Town Manager.

1.2.2 The parties agree that the Town is responsible for and engaged in activities which are the basis of the health, safety and welfare of the citizens of the Town and the public at large. In the event of any violation of this Article by either a Town employee or a Union employee, official or representative, the Town shall be entitled to seek and obtain immediate injunctive relief in a court of competent jurisdiction and utilize any other legal remedies provided for in Section 447.507, Florida Statutes.

1.2.3 The Union, its officers and representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the strike prohibitions contained in Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article I, Section 6, including the responsibility to remain at work and to publicly disavow the strike during any interruption which may be initiated by other employees covered by this Agreement, and to encourage and direct other employees that are violating this Article to return to work.

ARTICLE 2.

MANAGEMENT RIGHTS

2.1 The Town has and will continue to retain, whether exercised or not, the right to operate, manage and direct its operations and all, powers and authority, not officially relinquished, abridged or limited by the express provisions of this Agreement. The Town shall have the sole, unilateral and unquestioned right, responsibility and prerogative to manage the affairs of the Town and direct the work forces, including, but not limited to, the following:

2.1.1 To determine the acquisition, care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town;

2.1.2 To establish or continue the mission, purpose, objectives, policies, practices and procedure for the conduct of the Town business, operation of the Police Department and other departments, and, from time to time, to change or abolish such policies, practices or procedures;

2.1.3 To discontinue processes or operations or to discontinue their performance by employees;

2.1.4 To select, determine and assign the number and types of employees required to perform the Town's operations, to meet the needs of the Town and the Department;

2.1.5 To employ, transfer, promote, demote, layoff, discipline, terminate, or otherwise relieve employees from duty for lack of work or for any legitimate reason when it shall be in the best interest of the Town or the Department;

2.1.6 To prescribe and enforce reasonable rules and regulations for the maintenance of ethical and professional standards, and for the performance of work, services to be offered to the public, control and discretion over the operation of the Police Department and its employees, the regulation of off-duty law enforcement duties for non-municipal employers and outside employment which could cause real or perceived conflicts of interest, or conduct which brings the Department real or perceived harm in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;

2.1.7 To insure that the incidental police duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;

2.1.8 To establish contracts or subcontracts for municipal operations, or Mutual Aid Agreements provided that this right shall not be used for the purpose or intention of undermining the union or of discriminating against its members. All law enforcement work customarily performed by the employees of the bargaining unit shall be continued, except for exigent circumstances, to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise. The above rights, responsibilities and prerogatives are inherent in the Town Commission and the Town Manager, by virtue of Statutory and Charter provisions and are not subject to delegations in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure in this Agreement;

2.2 The Union and the Town jointly recognizing the need to perform maximum municipal services at minimum cost, and the difficult problems facing the Town, hereby agree that the interest of both employee and the Town will best be served by attaining maximum

efficiency and productivity. Therefore, the parties shall use their best efforts to create and maintain an atmosphere in which every employee can give a days work for a days pay. The FOP agrees that the efforts of all employees are required to achieve these objectives and will cooperate to this end.

2.3 The Town shall provide the Union written notice of its intent to subcontract law enforcement services. In the event that law enforcement services are subcontracted by the Town, the Town shall use its best efforts to have the subcontractor employ existing bargaining unit employees.

ARTICLE 3.

NON-DISCRIMINATION

3.1 The Town agrees not to interfere with the rights of employees to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the Employer because of Union membership or non-membership, or because of race, creed, color, sex, religion, national origin or marital status; provided that applicable anti-nepotism laws shall remain supreme.

ARTICLE 4.

DUES DEDUCTIONS

4.1 Upon receipt of a voluntary written individual notice from any of its employees, on a form provided by the Union, the Town will deduct from the pay due such employee those dues and assessments required to retain FOP membership.

4.2 The Union agrees to indemnify, defend and hold the Town harmless against any and all claims, suits, orders or judgments, brought or issued against the Town as a result of any action taken or not taken by the Town under the provisions of this Article.

ARTICLE 5.

UNION REPRESENTATIVES

5.1 Two (2) members of the Union shall be granted time off without loss of pay up to as much time that is needed to attend the negotiating sessions, mutually set, to renegotiate this Agreement.

5.2 The Town agrees to allow the Union and its representatives reasonable access to the Town Hall for the conduct of Union business provided that a room is available and the Union provides the Town Manager with reasonable written notice prior to such use.

5.3 The Town will permit accredited representatives of the Union, whether state, regional or national, to have reasonable access to the premises of the Town at any time during working hours to conduct Union business with individual members, with prior approval of the Chief of Police, if such visits will not disrupt normal work production. No Union related activity, meeting, solicitation of other employees, distribution of literature or business shall be discussed with on-duty personnel, or within Town facilities without prior written approval of the Chief of Police or his/her designee on a case by case basis so long as such business does not disrupt the work place.

ARTICLE 6.

SERVICES TO THE UNION

6.1 The Town agrees to furnish the Union's primary representative copies of all current police department rules and regulations and all memoranda pertaining thereto. The Town will make a copy of this contract available to the Union via a link on the Town's website. The Union agrees to provide a copy of this Agreement to all employees who are members of the bargaining unit.

6.2 The Town will furnish the Union with sufficient bulletin board space for Union notices in the mailroom. The bulletin board shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public. The Union shall only post written material or any material that is in good taste on such bulletin board. All routine notices of meetings, social events and other official Union business shall be sent to the Chief of Police or his/her designee at the same time the Union posts such materials.

6.3 Subject to the prior written approval of each member and as not otherwise prohibited by Chapter 119, Florida Statutes, the Town will provide the Union, on an annual basis, a complete roster of the bargaining unit including name, rank, address, telephone number, present assignment and current pay scale.

ARTICLE 7.

CONFIDENTIAL RECORDS/PERSONNEL FILES/LOCKER INSPECTION

7.1 Except as otherwise required by law, or pursuant to Court order or the request of an appropriate governmental agency, the home address, telephone number and any photographs of a law enforcement officer or his/her Police Department personnel file shall be kept confidential and shall not be released to anyone without the consent of the employee, except where a photo identification of employee(s) may be required for a formal complaint or Internal Affairs investigation. If, however, the Town believes it is following the state law in good faith, or is acting on advice of the Town Attorney, the actions taken by the Town in connection with this section shall not be subject to arbitration.

7.2 It shall be the right of any employee to inspect and copy his/her Police Department personnel record, and such shall be available for their inspection during normal office hours.

7.3 Portions of personnel records which are exempt from inspection by state or federal law shall be kept confidential and only appropriate Town employees having an official need to know shall be granted access to such records.

7.4 The Town agrees to allow an employee, within thirty (30) days of the date that a document is placed in his/her personnel file, to have included in their personnel file a written and signed refutation, based upon facts, (including signed eyewitness statements) of any material the member considers to be detrimental. Unless exempted under Chapter 119, Florida Statutes, the refutation is a public record subject to the Public Records Act.

7.5 All complaints, reprimands, other records of disciplinary actions, and all other disparaging items against each employee shall not be placed in an employee's personnel file until the employee has received a copy in advance. Failure by the Town to comply with this shall be grievable.

7.6 The Town retains the right to inspect and search issued property and equipment and all Town property. Whenever possible, the employee should be present when a personal locker is entered. If the employee is not present, the locker should be entered by a person with proper authority and be witnessed by another employee. The person entering the locker will complete a simple form in duplicate which states the date, time, name of persons entering locker, name of person assigned locker, and reason for such action. One copy shall be left in the locker and the other shall go to the departmental files, after review by the Chief of Police, who shall initial the form.

ARTICLE 8.

SENIORITY AND LAYOFF

8.1 Seniority shall consist of full-time active continuous accumulated paid service with the Department. Department Seniority shall be computed from the date of appointment. However, Seniority in rank shall always supersede seniority in service for purposes of benefits or entitlements under this contract. Seniority shall accumulate during absences because of vacation, military leave or other authorized leave. Seniority will not accrue for time an employee is relieved of duty without pay, suspended, and on unpaid leave of absence. Such seniority shall govern the following:

8.1.1 In the event of a layoff for budgetary reasons, employees shall be laid off in the inverse order of their seniority in their rank. Any employee to be laid off who has advanced to a rank above police officer shall be given a position in a lower rank according to his/her total seniority with the Department. The Town Manager has the right to deviate from this procedure to retain employees with special skills or capabilities essential to the Town.

8.1.2 Employees shall be called back from layoffs according to the seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status on the callback list in that classification have had an opportunity to return to work. Employees will be notified by certified mail with delivery confirmation to their home address of record and shall be given twenty-one (21) calendar days to return to work, or be stricken from the list. An employee who has not been stricken from the list will be kept on the callback list for one (1) year. After this period, the Town will no longer be obligated to request that this employee be returned to Town employment.

8.2 Selection of days off shall be by seniority provided the Town's operational needs have been satisfied. Within ten (10) business days of an employee's request to change or modify the employee's selected days off, the Town shall provide the employee with a written response to the employee's request.

8.3 The Chief of Police shall determine how many employee(s) the Town needs for each shift assignment. Selection of shift assignments shall be by seniority only for those officers with full duty status at the time of shift bid provided the Town's operational needs have been satisfied. Officers not on full duty status must wait until next shift bid for seniority to be considered. Within ten (10) business days of an employee's request to change or modify the employee's shift assignment, the Town shall provide the employee with a written response to the employee's request.

ARTICLE 9.

RIGHTS OF EMPLOYEES IN INTERNAL INVESTIGATIONS

9.1 The following are the rights of employees subject to an internal investigation:

9.1.1 The Internal Affairs investigator will keep employees informed as to the nature of the investigation when they are questioned or interviewed concerning a complaint or allegation and to inform them if they are the subject of the investigation or a witness prior to any interview. Employees who are the subject of an investigation will be informed before being required to answer questions orally in a formal Internal Affairs investigation that they have the right to have legal counsel and/or a FOP representative present.

9.1.2 Prior to any sworn statement being taken from a law enforcement officer, the officer under investigation shall be informed in writing of the nature of the investigation and the name of the complainants immediately prior to the commencement of the proceedings.

9.1.3 Any disciplinary action initiated against an officer must be specific and clearly drawn and state a violation of law, Town rules and regulations, and/or Departmental rules, regulations and orders.

9.1.4 The Town agrees to promptly furnish any employee with two (2) copies of any disciplinary action report against him/her prior to disciplinary action being taken against him/her.

9.1.5 The employee may, if he/she so requests, receive a copy of his/her written or recorded statement.

9.1.6 The employee who is the subject of a complaint or allegation shall be notified in writing of the disposition upon the conclusion of the investigation, and final decision by the Chief of Police within ten (10) working days of the date on which the investigation is concluded and the final decision is made.

9.1.7 The written Internal Affairs Investigation shall include a finding of facts, and a conclusion, a copy of which shall be provided to the employee concerned prior to any disciplinary action; or if none, then within thirty (30) days.

9.1.8 In cases where management chooses to suspend or relieve an employee from duty, who has not been charged criminally pending an investigation or other administrative action, the employee will remain on full salary allowance and shall not lose any benefits during this period of time.

9.1.9 The Chief of Police upon review by the Town Manager, may immediately suspend an employee without pay and benefits who has been indicted by any grand jury or upon criminal charges being filed against him/her by any prosecuting official.

9.1.10 Except when an employee has been arrested or indicted or charged by a prosecuting official, the Department, on its own initiative, shall not release a photograph or home address of an employee under investigation without the employee's written permission and the approval of the Town Manager.

9.1.11 No employee shall be required to submit to any device designed to measure the truthfulness of his/her responses during questioning.

9.1.12 Nothing in this Article shall apply to situations where an employee is requested to submit and/or clarify a written incident or activity report as part of his/her routine duties.

ARTICLE 10.

SHIFT EXCHANGE, SUBSTITUTIONS AND MINIMUM STAFFING REQUIREMENTS

10.1 Whenever possible, the Town will notify the employee at least ten (10) days in advance of any contemplated change in an employee's status, i.e. transfer, reassignment or normal change in shift, except in cases of manpower shortage or other exigent circumstances in the Department.

10.2 Upon application to the Chief of Police, shift exchanges will be arranged provided:

1. the shift exchange does not interfere with the regular and efficient operation of the department; and
2. a fellow employee, satisfactory to the Chief of Police, like rank and experience volunteers for the exchange; and
3. it is requested and approved sufficiently in advance so as not to work a hardship on either the employee or the Town; and
4. the shift exchange will not impact the Department's overtime budget; and
5. the reciprocal shift exchange shall occur within thirty (30) days.

10.3 With the exception of specialized units all shifts shall have a minimum staffing requirement of one (1) Supervisor two (2) Police Officers, and one (1) Dispatcher. In the event that staffing does not meet the above requirements, the supervisor shall make a reasonable effort to contact personnel to meet the minimum staffing requirements. No grievance shall be filed under Article 15 of this agreement if the supervisor is unable to attain the minimum staffing requirements.

ARTICLE 11.

VEHICLES, EQUIPMENT AND SAFETY STANDARDS

11.1 The Town and members of the bargaining unit will work together to make a reasonable efforts to insure that the Department's equipment, working conditions and the job environment will not jeopardize the health or safety of employees. Nothing in this Article limits the management rights expressed in Article 2. Employees will make a conscientious effort to maintain a safe working environment. It is recognized that law enforcement is a hazardous occupation with inherent risks which can be minimized, to an extent, but not eliminated entirely.

11.2 Within the limits imposed by the performance of duty, employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner in accordance with Departmental Rules and Regulations.

11.3 Whenever an employee is authorized in advance, to use his/her own vehicle in the performance of his/her official duties, he/she will be compensated at the current Internal Revenue Service mileage rate.

11.4 Normally before any marked patrol pursuit equipped vehicle goes onto the street, it must have the following equipment in working order: rotating emergency lights, siren, loud speaker, two-way mobile radio, first aid kit, and cages, all to be checked by the law enforcement officer assigned to the car.

11.5 All non-probationary sworn bargaining unit Police Officers and Sergeants who reside in Dade or Broward Counties shall be issued a take home vehicle as such vehicles become available in order of seniority.

11.5.1 Police Officers and Sergeants who are issued a take home vehicle will be required to pay a per pay period maintenance fee of \$35.00 if they reside in Dade County and \$40.00 if they reside in Broward County.

11.5.2 The take home vehicles shall only be used to and from work or any function within the scope of an employee's official duties and is considered ordinary and necessary for Town business purposes pursuant to Internal Revenue Service regulations (refer to Taxable Fringe Benefits Guide January 2010).

11.5.3 Any non-probationary sworn bargaining unit Police Officer or Sergeant who lives in the Town's limits may use the take home vehicle for minimus purposes within the Town's geographic boundaries. Family members are prohibited from riding in the vehicle unless authorized by the Chief of Police or his/her designee.

11.5.4 Any non-probationary sworn bargaining unit Police Officer or Sergeant whose take home vehicle is unavailable due to maintenance, repairs or damage shall receive a replacement vehicle until the maintenance and/or repairs are completed.

11.5.5 The parties acknowledge that the Internal Revenue Service (the IRS) is auditing the Town and reviewing the Town's take home vehicle taxation policy. If the IRS determines that the take home vehicle policy has any negative tax implication with the Town or that it is not in compliance with IRS rules and regulations, the parties agree that this Article may be re-opened specifically to address any negative tax implications upon the request of the Town no later than 30 days after the Internal Revenue Service's determination.

11.6 Vehicles determined by the Town to be unsafe to drive will be taken out of service.

ARTICLE 12.

TRAINING

12.1 The Town agrees that bargaining unit employees should be fully informed on any material which falls within the enforcement responsibility of the Employer. Therefore, the Department shall be responsible to convey information it receives regarding Town and County ordinances and State Statutes to the employees.

12.2 The Town shall attempt to provide a total of a minimum of forty (40) equivalent hours training per year (e.g., commission approved continuing training or education, video tapes, computer-based-training, periodicals) for the purpose of improving the performance of bargaining unit employees, aiding bargaining unit employees to equip them for advancement to higher positions and greater responsibilities, and performing service rendered to the public.

12.3 Where the Department requires an employee to attend weapons training or qualify with his/her firearm, the Town will make reasonable efforts to facilitate the employee attending the firearms range during his/her normal working hours. In the event the Department is unable to schedule the employee to attend the firing range during his/her normal working hours, the employee shall be required to attend the firing range during his/her off-duty hours; provided, however, that the actual time spent by the employee in acquiring such training during his/her off-duty hours shall be compensated in accordance with Article 21, "Hours and Overtime." Every Sworn member of the Department will maintain their proficiency with assigned firearms as set forth by the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission (FDLE-CJSTC). Each employee shall take an annual firearms proficiency test as scheduled by the Department. An employee whose test does not meet the FDLE-CJSTC standard shall receive remedial firearms training and be allowed to retest within thirty (30) days from the date of the original test.

Any employee who does not maintain such proficiency after the second test may be terminated by the Town. The decision by the Town to terminate an employee under this Section shall be grievable to the Town Manager.

12.4 Where the department requires any employee to attend supervisory training and/or training in specialized police techniques, the department will make reasonable efforts to facilitate the employee attending such training during his/her normal working hours. In the event the department is unable to schedule the employee to attend such training during his/her normal working hours, the employee shall be required to attend such training during his/her off-duty hours; provided, however, that the time spent by the employee in such training during his/her off-duty hours shall be compensated in accordance with Article 21 "Hours and Overtime."

12.5 In the event that an employee requests to be sent to a job-related training program with the approval of the Chief of Police or his designee, on his/her own time, the Town agrees to reimburse the employee for the full tuition of such training program upon presentation of proof of successful completion. The Town will make a reasonable effort to adjust an employee's shift to accommodate the training program schedule; provided, however, that not more than one such adjustment shall be in effect at any one time.

12.6 The Employer shall post on the squad room bulletin board notices of training that the Employer deems appropriate for the Department. The Town will make a good faith effort to provide the Union's primary representative with a copy of all notices relative to training.

ARTICLE 13.

PROMOTIONS

13.1 Whenever the Town Manager determines that a promotional vacancy exists in a sergeant classification, the Town shall, within thirty (30) working days of the date on which the Town Manager determines that such promotional vacancy exists, fill such vacancy from an existing eligibility list with more than one (1) name. Any promotional testing for such vacancy shall be completed within one hundred and twenty (120) days from the date on which the Town Manager determines that such promotional vacancy exists.

13.2 The Town will announce sergeant examinations at least thirty (30) days in advance of said examinations. The Town will list the areas which the examination will cover and the sources from which the examination is drawn. The Town will provide a list of reference material that is available commercially.

13.3 The sergeant examination shall be restricted to present non-probationary employees, with not less than three (3) years sworn full-time service in this Department. Notwithstanding the above-referenced provision, if an employee has served in another law enforcement department as a sworn officer for at least two (2) years, the Chief of Police may waive up to twelve (12) months of required employment with this Department. In addition, if an employee has at least a Bachelor's degree from an accredited university or college, an advanced degree in an area approved by the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission from a recognized institute of higher learning or has served in the United States military for a minimum of two (2) years with an honorable discharge, the Chief of Police may waive up to one (1) year of the required employment with this Department. Promotional candidates shall only be awarded one of the above listed waivers.

13.4 At the time a new sergeant examination is given, all eligible employees who wish to be on the new list must take the examination. No employee will be placed on the new list as a result of previous test scores.

13.5 The Town shall give a sergeant's examination when the Chief of Police deems necessary.

13.6 The sergeant's examination will consist of an assessment center evaluation worth ninety-five percentage points (95%); and seniority worth five percentage points (5%). Employees must have a minimum passing score of seventy five (75%) percent including seniority points in order to be placed on the eligibility list.

13.7 A list of eligible candidates will be compiled in the order of their final cumulative score. All employees will be notified of their score

13.8 Promotions shall be made from the top three (3) names on the list. The eligibility list will remain active for a three (3) year period from the date the list was published.

13.9 The assignment of an acting sergeant shall be at the discretion of the Chief of Police.

ARTICLE 14.

LABOR MANAGEMENT COMMITTEE

14.1 The Union may request the formation of a Labor Management Committee which will consist of members of the Union and management. (The number to be decided by mutual consent.) The function of the committee shall be to meet as needed, to confer and recommend resolutions of problems related to employee relations in the administration of the Agreement; to explore ideas for the improvement in systems, schedules, procedures, and equipment; and to seek methods for improvement of personnel training, development, selection, promotions or reassignment. Time used for this purpose shall be considered as duty time and shall not be charged to regular leave, time provided that adequate and necessary protection to the Town is also being furnished. Only those employees who are on regular duty at the time of the meeting will be compensated. The meeting will be informal in nature. Any issue requiring the attendance of attorneys, public hearings or recorded minutes will not be considered under this Article.

ARTICLE 15.

GRIEVANCE AND ARBITRATION PROCEDURE

15.1 In a mutual effort to promote harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement, as well as to address all disciplinary matters.

15.2 To simplify the grievance procedure, the number of "working days" in presenting a grievance and receiving a reply from different levels or steps shall be based on a forty (40) hour, five (5) day work week, Monday through Friday, excluding the holidays listed in Article 18.

15.3 A grievance shall be defined as an alleged violation or disagreement involving interpretation and/or application of specific terms of this Agreement. In accordance with Section 447.401, Florida Statutes, covered employees shall have the option of either utilizing this grievance procedure or utilizing an unfair labor practice procedure, but not both. Eligible employees may file a grievance whether or not they are dues-paying members of the Union.

15.4 A written reprimand shall be accompanied by copies of any supporting documents, memos, tape recordings and/or complaints, if any, which form the foundation for the issuance of the written reprimand.

15.5 No employee shall be disciplined without just cause.

15.6 Effective upon the execution of this Agreement, grievances shall be processed in accordance with the following procedures set forth below.

Failure of the Town to respond to the grievance within the time limits set forth below shall entitle the employee or union to proceed to the next step in the grievance process. The time limits may be extended by mutual written agreement.

Step 1: The aggrieved employee shall discuss the grievance with the Chief of Police or his designee within ten (10) working days of the occurrence which gave rise to this grievance. The Union representative may be present to represent the employee. The Chief of Police or his designee shall attempt to adjust the matter and/or respond to the employee within ten (10) working days.

Step 2: If, after a thorough discussion with the Chief of Police or his designee, the grievance has not been satisfactorily resolved, the aggrieved employee and/or the Union representative shall reduce the grievance to writing and present such written grievance to the Town Manager within ten (10) working days from the time the Chief of Police or his designee's response was due in Step 1. The Town Manager shall meet with the employee and/or the Union representative within ten (10) working days. The Town Manager shall respond in writing ten (10) working days from the date of the meeting.

Step 3: For grievances concerning interpretations of this Agreement, terminations, suspensions, and employee demotions, the Union may appeal the Town Manager's decision at Step 2 by submitting a written demand for arbitration to the Town Manager no later than ten (10) working days after the rendering of the Town Manager's decision. It is the Union's responsibility to request an arbitration panel under Section 15.7.2 below, within ten (10) days thereafter. The time limits in Steps 1 through 3 may be waived or extended only by mutual agreement between the parties.

15.7 At the arbitration hearing, the aggrieved employee may be accompanied by his/her Union representative. The arbitrator shall have access to all written documents and audio statements pertaining to the grievance. The arbitrator shall render his/her decision within ninety (90) days unless there has been a mutual agreement otherwise between the parties. Copies of the findings of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties and shall be final and binding on both parties.

15.7.1 Arbitration. An individual employee may only proceed to arbitration with the consent of the union.

15.7.2 Appointment of Arbitrator: The arbitrator may be an impartial person mutually agreed upon by the parties. In the event the parties are unable to agree upon said impartial arbitrator within ten (10) calendar days after the union request for arbitration; the union shall request a list of seven (7) potential arbitrators from the Federal Mediation and Conciliation Service (hereinafter, "FMCS"). Within ten (10) calendar days of receipt of the list the parties shall alternatively strike a name with the Town striking first. The remaining name on the FMCS list will be the mutually selected arbitrator.

15.7.3 Powers of the Arbitrator: The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The arbitrator shall limit his/her decisions to the application and interpretation of the disputed provisions of the Agreement, and shall not be such as to directly or indirectly cause modifications, amendments, additions to or subtractions from the Agreement.

15.7.4 Cost of Arbitration: The costs for the list, service, travel and accommodations of the arbitrator shall be equally shared by both parties to this Agreement.

ARTICLE 16.

LEGAL SERVICES

16.1 The Town will undertake the defense of employees against any civil action, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of said members of the bargaining unit for an act or omission arising out of and in the scope of the bargaining unit member's employment or function, unless, in the case of a tort action, the employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property and shall file proper and appropriate counter suits, providing that such suit arose out of actions by the employee in the line of duty.

16.2 The defense of such civil actions shall include, but is not limited to, any civil rights law suit seeking relief personally against the bargaining unit member for an act or omission under color of State Law, custom, or usage wherein it is alleged that such bargaining unit member deprived another person of his/her rights secured under the Federal Constitution or Laws.

16.3 Any attorney's fees paid from Town funds for any employee who is found to be personally liable by virtue of acting outside the scope of his/her employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the Town in a civil action against the employee.

ARTICLE 17.

EDUCATIONAL ASSISTANCE AND INCENTIVE

17.1 The Town, in its efforts to encourage its police personnel (excluding dispatchers) to acquire a greater knowledge of the more complex areas of the social system today, agrees to reimburse one-half (1/2) the cost of tuition (not to exceed two courses per term) not otherwise reimbursed by the L.E.A.A. for educational courses in which the employee receives a grade of "C" or better or a satisfactory completion if no grade is given.

17.2 The course must be from an accredited public or private institution and must equip the officers for the performance of the particular job and/or position in which they are employed. Reimbursement for a course at a private institution shall be limited to the rate that the course would cost at a public institution.

17.3 Subject to budgetary provisions the Town Manager shall have the authority to approve those employees who are to participate in such courses and to approve the institution.

17.4 Courses must be taken for academic credit toward a degree. Any employee who receives a tuition reimbursement under this Article shall remain employed by the Town for a minimum of twenty four (24) months from the date of completion of any course for which the Town has provided the employee a reimbursement. If the employee voluntarily leaves the employment of the Town prior to expiration of this time period, the employee shall repay the Town all tuition reimbursements received in the prior twenty four (24) months.

ARTICLE 18.

HOLIDAYS

18.1 The Town recognizes the following paid holidays for bargaining unit employees:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day (July Fourth)
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

18.2 Full-time employees whose day off coincides with such holidays shall receive eight (8) or twelve (12) hours of compensatory time depending upon assignment, subject to the limitations and requirements in Article 21.

18.3 Full-time employees who are required to work on a holiday shall have the option of receiving an additional eight (8) or twelve (12) hours of compensatory time or pay depending upon assignment, subject to the limitations and requirements in Article 21.

18.4 In addition to the holidays listed in Section 18.1, the employee shall be entitled to take one personal day off. The employee must use his/her personal day before the end of the calendar year in which it was earned. There shall be no carryover or payout of this personal day from one calendar year to the next. If, due to operational necessity, the Town prevents an employee from taking the personal day off before the end of the calendar year the unused personal day will be carried over to the new year. The unused personal day must be used within 30 days or be forfeited.

ARTICLE 19.

WAGES

19.1 Effective October 1, 2010, there shall be no cost of living increase for police officers, sergeants and police dispatchers.

19.2 Effective October 1, 2010, police officers and police dispatchers shall be paid in accordance with the pay plans attached as Addendum B to this Agreement. Police officers and police dispatchers whose salaries on September 30, 2010 are higher than what the new pay plans provide for their same step, shall remain at their current pay.

19.3 Effective October 1, 2010, police officers and police dispatchers who are not topped out, will continue to advance in their respective pay plans on their respective anniversary date. However, their salaries will not be adjusted to reflect the step advancement and they will continue to be paid as if they had not advanced in the pay plans. If the Town Commission approves a salary step dollar increase subsequent to the April 1, 2011 re-opener, that dollar increase will become effective on October 1, 2011, thru the completion of the period until the next salary step.

19.4 The starting salary for a police officer promoted to the rank of sergeant shall be ten percent (10%) more than the promoted police officer's base salary prior to being promoted.

19.5 This Article may be re-opened for negotiations for the second and/or third year of the Agreement upon the request by either party not later than April 1 of each year of the contract.

19.6 A police officer assigned to work as an acting sergeant will receive out of class pay equal to an additional 10% of the Police Officer's base salary during the police officer's assignment as an acting sergeant.

19.7 An employee assigned to work as a detective, motorcycle officer, K-9 officer or Field Training Officer (FTO) will receive pay equal to an additional 5% of the employee's base salary during the employee's actual assignment as a detective, motorcycle officer, K-9 officer or Field Training Officer (FTO). However, an employee is only permitted to receive one 5% additional pay at any given time regardless of how many different assignments that employee has at such time.

19.8 Any member assigned to the Second Platoon, afternoon shift, or night shift shall receive a shift differential of 3% of the employee's base salary. If an employee works a twelve (12) hour shift, that employee is only entitled to one shift differential for that shift.

19.9 Employees will be eligible to receive longevity. An employee will receive a non-cumulative longevity stipend during the month of their anniversary of each year they are eligible providing the employee has uninterrupted employment with the Town as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL STIPEND</u>
Beginning of 7th year	\$1,000.00
Beginning of 11th year	\$1,500.00
Beginning of 15th year	\$1,750.00
Beginning of 20th year	\$2,000.00

ARTICLE 20.

SPECIAL WAGE PROVISIONS

20.1 Back Pay - An employee shall be entitled to recover, as soon as possible, without penalty to the Town of Surfside, funds due him/her by reason of errors in the implementation or administration of the Town's pay plan and other applicable regulations affecting pay.

20.2 Insofar as it is practical to do so, except for final vacation or sick leave pay out, if any, all wages, overtime and supplemental payments due to employee will be furnished in one (1) paycheck.

20.3 The Town will continue to offer the Internal Revenue Service Section 125 (Pre-tax) payroll deduction program to include health insurance, dental insurance, and disability insurance premiums, the payments of which will be deducted from an employee's paycheck at his/her discretion.

20.4 The following items are exclusions from pensionable wages:

- Sick Retirement Pay
- Clothing Allowance
- Overtime Pay (includes all overtime)
- Compensatory Time (includes all compensatory time except comp spent overtime & comp spent holiday).
- Employee of the Month/ Quarter/Year
- Vacation Termination
- Workers Compensation Pay
- Third Party Sick/Exempt
- Dental Insurance
- Vision Insurance
- Flexible Deductions: Medical and Dependent Care
- All Health (Medical) Insurance
- All AFLAC Supplemental Insurance
- ICMA/Nationwide Voluntary Retirement
- K-9 Allowance
- Extra Duty Pay

ARTICLE 21.

HOURS AND OVERTIME

21.1 The regular work week for each full-time employee shall consist of forty (40) hours per week. A work week is defined as 12:01 am Monday thru midnight Sunday. Employees exceeding forty (40) "hours worked" in any week shall be paid overtime in accordance with the provisions of the Fair Labor Standards Act ("FLSA") or the employee shall have the option of receiving compensatory time at time and one-half. For the purpose of this Article "hours worked" shall have the meaning as defined by the FLSA.

21.1.1 Employees may earn up to a total of two hundred and sixty-eight (268) hours of compensatory time, but may replenish the bank throughout the year. Subject to operational needs as determined by the Chief of Police or his designee, each employee may choose the option of being paid the remaining compensation bank balance on each October 1st at the existing pay rate or continue the current balance of the compensation bank to the next fiscal year. Compensatory time off shall not be unduly denied.

21.1.2 Employees will have the option of utilizing up to forty (40) hours of accrued compensatory time for the purpose of extending annual leave subject to the Chief of Police approval.

21.2 Shift rotation will be by seniority in rank and shall occur every six (6) months and will take effect on each October 1st and April 1st. When shift rotation occurs, no employee shall be forced to work a continuous shift beyond a normal eight or twelve hours except during a declared emergency.

21.3 Shift assignments will be based upon operational needs, in accordance with Article 10, and shall not be punitive in nature.

21.4 When it is necessary for the Employer to require the employee to return to work, not on his/her assigned shift or not contiguous with his/her scheduled workday, the Employer agrees to compensate the employee for a minimum of three (3) hours pay at one and one-half times the employee's regular hourly rate of pay. When it is necessary for the department to require an employee to report to work directly before his/her scheduled workday or to work beyond the scheduled end of the employee's workday, the employee shall be compensated in accordance with the provisions of the FLSA.

21.5 For mandatory court appearances during off-duty hours related to an employee's employment with the Town, employees shall be provided with pay at the rate of one and one-half times the employee's regular hourly rate for such court appearances, with the following minimum hourly guarantees:

21.5.1 During an employee's off-duty hours, a minimum of four (4) hours per day shall be guaranteed. However, if the employee's first court appearance begins within one (1) hour of the start of the employee's shift or within one (1) hour of the end of the employee's shift, a minimum of two (2) hours per day shall be guaranteed.

21.5.2 For the employee's second off-duty appearance in the same day which does not occur within the time period for which the minimum guaranty under 21.5.1 above applies, an additional two (2) hour minimum shall apply.

21.5.3 For the employee's third off-duty appearance in the same day which does not occur within the time period for which the minimum guaranty under 21.5.1 or 21.5.2 above applies, an additional one (1) hour minimum shall apply.

21.6 Any employee who is either under department or internal affairs investigation or who is required to appear as a witness to such investigation, who is required to appear on his/her normal off-duty hours, will be compensated at the overtime rate established in Paragraph 21.1 for the actual time spent in attendance at such investigation.

21.7 Notwithstanding the provisions of subsection 21.1, the Chief of Police may institute a work schedule for those bargaining unit members that work uniform patrol consisting of two (2) twelve (12) hour shifts per day. This schedule, if implemented, shall be designed, instituted and discontinued at the sole and absolute discretion of the Chief of Police. The Chief's decisions with respect to this schedule shall not be grievable or arbitrable.

21.7.1 In the event that the alternate schedule specified in subsection 21.7 is instituted, the following provisions shall govern hours of work and overtime for those bargaining unit members assigned to the twelve (12) hour shift: Eighty-four (84) hours in a fourteen (14) day cycle shall constitute the normal work period. Such hours shall be compensated at straight time. Nothing herein shall guarantee a minimum number of hours per day, per week or per month. Employees who work in excess of eighty-four (84) hours in a fourteen (14) day cycle shall be paid overtime in accordance with the provisions of the Fair Labor Standards Act (FLSA). "Hours worked" shall be determined in accordance with and as defined in the FLSA.

ARTICLE 22.

FRINGE BENEFITS

22.1 Permanent full-time employees will be provided, at no cost to the Employee, with full medical, surgical and hospitalization benefits equivalent to those paid to other Town employees. For those permanent full-time employees who request family medical coverage under the Town's plan, the Town shall pay 60% of the cost of such coverage.

22.2 Sick leave shall be earned at the rate of one (1) day per month based on a forty (40) hour work week and added to the employee's sick leave bank. The remaining days of sick leave may be accumulated up to a maximum of 960 hours. Sick leave may be used for the following reasons:

22.2.1 Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties contained in the employee's job description or assigned by the Town Manager or that he/she may be assigned by the Town Manager pursuant to Town ordinance.

22.2.2 Enforced quarantine when established by the Department of Health for the period of such quarantine.

22.3 Employees who terminate their employment after completion of ten (10) years of service will be paid 35% of their accumulated sick time. Employees who retire under regular retirement will be paid for 60% of their accumulated sick time. Employees who are killed in the line of duty will have 100% of their accumulated sick time paid to their survivors or heirs. Employees who die of natural causes will have 75% of their accumulated sick time paid to their survivors or heirs.

Accumulated sick leave shall be paid at the rate being earned at the time of termination, resignation or death. Employees who are terminated by the Town as a result of disciplinary action shall not be paid for any unused sick time.

22.4 Bereavement Leave: When there is a death in the immediate family of an employee, that employee shall be granted three (3) days off without loss of pay or benefits. If the funeral is out of state, an additional two (2) days shall be allowed. Employees may be asked to demonstrate that they actually attended the services or to the needs of the family to be eligible for the additional out of state leave time.

22.4.1 Immediate family is described as father, mother, father-in-law, mother-in-law, spouse, children, grandchildren, grandparents, brother or sister, brother-in-law, or sister-in-law.

22.4.2 Bereavement leave will not be charged against sick leave, vacation or holiday time, or accumulated overtime.

22.5 Vacation leave is granted to full-time employees and is accrued as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION LEAVE</u>
0 through 2 years	Ten (10) days. Eligibility for use of accrued vacation time begins only after successful completion of initial six (6) months of employment.
3 through 15 years	Fifteen (15) days.
Beginning at 16 years	Twenty (20) days.

22.5.1 The maximum amount of vacation leave that may be carried from one calendar year to the next is 240 hours. If, due to operational necessity, the Town prevents an

employee who is at 240 hours from taking vacation leave before the end of the calendar year the unused vacation will be carried over to the new year. The unused vacation must be used within 90 days or be forfeited.

22.5.2 Seniority within each rank or classification shall be determinative in the scheduling of vacations.

ARTICLE 23.

UNIFORMS, SAFETY AND EQUIPMENT

23.1 All employees shall be furnished by the Town, at no cost to the employee a uniform. The uniform issued for law enforcement officers shall consist of four (4) pairs of trousers, one (1) hat, five (5) blue shirts, two (2) badges, cloth sewn-on name tag, a gun belt and accessories to include handcuffs and case, cartridge case and authorized ammunition, appropriate service weapon and holster, and one (1) winter jacket. A pair of shoes shall be provided each employee upon request. If shoes are requested, the employee shall wear the shoes with the uniform. All torn, worn, or damaged equipment shall be replaced, as needed by the employee, subject to approval of the Chief of Police. Each law enforcement officer shall be provided with surgical masks, gloves and resuscitation devices.

23.2 Any employee who shall incur any breakage, loss or damage to his/her uniform or personal equipment in the line of duty, and not through his/her own negligence, shall have it replaced by the Employer at no cost to the employee. Personal equipment only includes prescription glasses, contact lenses, non-prescription sunglasses, watches and wedding bands. The Employer shall provide the replacement/repair cost of personal equipment lost or damaged in the line of duty in accordance with the following schedule:

Prescription glasses/contacts	Full amount
Watches	\$ 75.00
Wedding Ring	\$ 75.00
Non-prescription sunglasses	\$ 20.00

23.3 The Employer shall provide for cleaning of uniforms at no cost to the employee.

23.4 Employees who are assigned to perform detective duties and required to wear non-issue clothing in the course of their job shall receive a clothing allowance of one hundred (\$100.00) dollars per month.

23.5 Upon the request of a sworn employee and presentation of a properly executed receipt or bill of sale, the Town shall reimburse the law enforcement officer one hundred percent (100%) of the cost of a body armor vest up to a maximum reimbursement of \$550.00. The employee must remain with the Town for one (1) year from the time of purchase of such equipment, or said monies must be repaid to the Town (may be deducted from final paycheck).

The Town agrees to pay one hundred percent (100%) of either the original purchase price or replacement purchase price of the body armor vest up to a maximum reimbursement of \$550.00 only upon a sworn employee's requirement to wear the vest at all times when on duty. In the event an employee fails to honor such requirement, the employee shall be required to reimburse the Town all funds paid by the Town for the body armor vest.

23.5.1 Body armor vests will be replaced upon expiration of warranty, and in accordance with the same conditions set forth in section number 23.5.

23.6 To protect employees while they are away from their patrol cars, or when working off-duty jobs while in the Town of Surfside, the Employer will provide each employee with a two-way hand-held portable radio, if available. On-duty personnel shall have priority over employees on approved off-duty jobs.

ARTICLE 24.

WAIVER AND ZIPPER CLAUSE

24.1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise specified in this Agreement, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

24.2 This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its terms, except as may be otherwise provided herein.

24.3 The parties to this Agreement jointly agree that all matters of past practice and custom prior to the execution of this Agreement and not specifically included herein shall not be asserted by the Parties and shall not be considered to bind the parties, or have any cause or effect. No prevailing rights shall be acknowledged or asserted by either party during the life of this Agreement.

ARTICLE 25.

WORKERS' COMPENSATION / LIGHT DUTY

25.1 The Town agrees that in the event of an on-the-job disabling injury to an employee covered by this Agreement, that employee shall be entitled to supplemental pay from the Town in an amount in addition to their workers' compensation payment to so equal their normal weekly pay for the first ninety (90) working days of the period in which he/she is receiving workers' compensation. When an employee suffers an injury in the line of duty that is the direct result of responding to an emergency call for police assistance that involves felonious conduct, that employee shall be entitled to supplemental pay from the Town in an amount in addition to their workers' compensation payment to so equal their normal weekly pay for one-hundred eighty (180) working days of the period in which he/she is receiving workers' compensation. After the first ninety (90) working days of supplemental pay, or the first one hundred eighty (180) working days of supplemental pay based on employee eligibility, the employee may request additional supplemental pay from the Town Commission by making a request in writing to the Town Manager. The Town Commission shall determine eligibility pursuant to the Town Code. A representative of his/her own choosing may represent the employee at the eligibility hearing. Payments under this section will begin immediately with no interruption to the employee's regular pay.

25.2 All employees who suffer any injury or who are exposed to toxic or hazardous substances during on-duty time or off-duty details shall immediately notify the dispatcher and on-duty supervisor, then follow-up reporting in accordance with Town procedures. Failure to do so may result in a loss of benefits and incursion of penalties. All employees suffering on-the-job injuries as contemplated under Chapter 440, Florida Statutes, shall be entitled to select their own physician for medical care from a list of practitioners approved by the Employer or its insurance

carrier pursuant to Section 440.211, Florida Statutes. This does not preclude the Town and/or its insurance carrier from requiring certain medical examinations from doctors of their choice.

25.3 Any employee injured on the job shall be paid a full day's wages for the day of the accident if his/her treating physician advises that he/she could not or should not return to work that day.

25.4 Any employee who is returning to full time work from sick leave/Worker's Compensation leave may return to work in his/her assigned position upon the recommendation of his/her physician if he/she is able to perform the essential functions of their position. If the employee cannot perform the essential functions of his/her assigned position upon the recommendation of his/her physician, the employee may be allowed to return to work on light duty status if a light duty position is available. This placement of the employee in a position which does not require him/her to perform the essential functions of the job (light duty) will be made through a recommendation by a physician and may be approved by the Town Manager or the Chief of Police or his/her designee only if there is a reasonable expectation that the employee can perform the essential duties of the position within ninety (90) working days and maintain his/her current pay grade. The Town Manager or the Chief of Police or their designee, has discretion to approve light duty status based upon the recommendation of competent medical authority. The decision of the Chief of Police, Town Manager or his/her designee to assign or not assign light duty shall not be grievable.

25.5 Fitness for duty assessments are to be performed by the employee's physician and, if deemed necessary, by the Town's physician at the Town's expense.

If a conflict exists between both Doctors' assessments, a third party medical professional shall be chosen by both sides for a final analysis as to the employee's fitness for duty, which will be binding on the parties.

25.6 An employee who does not return to work after remaining on medical leave for one (1) consecutive year or on family medical leave for twelve weeks will be terminated, notwithstanding the use of leave entitlements. In each situation, an individual assessment will be conducted by the Town to determine the employee's fitness for duty capabilities and, insofar as is practicable, if some reasonable form of accommodations can be made for a return to work without causing an undue hardship to the Town.

25.7 Employees who are on sick time, or who are on disability leave or workers' compensation who are observed engaging in activities inconsistent with claimed injuries or illnesses have demonstrated *prima facie* evidence of malingering and/or falsification of medical claims and may be disciplined, suspended, demoted or terminated. Additionally, any employee who receives compensation from the Town or its insurance carrier based upon a fraudulent claim shall reimburse the Town or the insurance carrier all funds received by the employee as a result of such fraudulent claim.

ARTICLE 26.

EMPLOYEE WELLNESS PROGRAM

26.1 Each member may voluntarily submit to a wellness physical examination at a Wellness Center selected by the Town and at the Town's expense. Each Party recognizes that maintaining the health and fitness of the member can be a matter of life or death. Results of said wellness physical examination are confidential between the Wellness Center and the employee only and will not, under any circumstances, be furnished to the Town.

26.2 This wellness examination shall be yearly for all employees over the age of forty and every two years for employees under the age of forty.

ARTICLE 27.

DRUG TESTING

27.1 Whenever the Town, or any of its managerial or supervisory employees, has a reasonable suspicion that an employee in the bargaining unit represented by the FOP has reported for duty under the influence of alcohol or illegal drugs, been involved in an on-duty accident or assigned off-duty job incident where there is a reasonable suspicion that the employee has used controlled substances or alcohol is suspected, or has used alcohol or illegal drugs while on duty, or has used illegal drugs off duty, the Town may require the employee to furnish a urine, hair or blood specimen, for chemical analysis to determine the presence of illegal drugs or determine the presence of alcohol.

27.2 Reasonable suspicion testing shall be limited to circumstances where two (2) Police Department supervisory or Police Department managerial employees have reasonable grounds to suspect that the employee has recently used or is under the influence of alcohol on duty or illegal drugs on or off duty.

27.3 The Chief of Police or his/her designee shall approve any mandatory test for the presence of alcohol or illegal drugs pursuant to this paragraph.

27.4 An employee required to submit to a mandatory test for the presence of alcohol or illegal drugs shall be entitled to have an FOP or other employee representative present when the blood is drawn or when the urine specimen is obtained. However, under no circumstances will the taking of blood or taking of a urine specimen be delayed for more than one (1) hour to allow for the presence of a FOP or other employee representative. The collection will be conducted with as much privacy as possible to maintain assurance of a reliable chain of evidence.

If the laboratory is closed, the sample may be drawn at a hospital. The employee shall view the sealing and packaging of the sample and initial the same.

27.5 In addition to the "reasonable suspicion" testing provided for above, the Town may institute a program of random drug testing utilizing a computer based program that will randomly select employees from the bargaining unit with no greater frequency than on a monthly basis. No employee shall be randomly tested in excess of three (3) times in any calendar year. The Town shall notify the supervisor of each employee selected for random testing. The supervisor shall be responsible for ensuring that the employee is immediately taken to the testing site.

27.6 The parties agree to be bound by the Drug-Free Workplace Act as set forth in Chapter 440 and Chapter 112 of the Florida Statutes, and the Drug-Free Workplace Standards promulgated by the Agency for Health Care Administration.

27.7 All tests for the presence of illegal drugs shall be conducted using recognized technologies. In the event an employee's initial test results are positive (i.e., indicate the presence of an illegal drug), a second test will be conducted utilizing a different procedure, the Gas Chromatography/mass Spectrometry (G.C.M.S.) except that alcohol will be confirmed using Gas Chromatography testing method. A certified Medical Review Officer (MRO) who will be a medical professional chosen by the Town will review all negative and confirmed positive laboratory results. The MRO for the Town will be designated by Mt. Sinai Medical Center Occupational Health Department or an alternate as may be determined by the Town. Confirmed positive results will only be communicated to the Town's Human Resources Coordinator after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the

employee and any prescribing physician. Employees may consult the Town appointed MRO concerning drugs and/or drug groups that may be tested for under this procedure.

Employees may contact the Town's MRO to ask questions concerning prescribed medications they are taking for clarification purposes involving fitness for duty assessments. The standards to be used for employee drug testing are as established by Florida Administrative Code Rules 59A-24 and 11B-27.

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%. Other drugs and substances listed in Schedule I through V the Controlled Substance Act, 21 U.S.C. 812 may be tested for on behalf of the Town. In any event, they will be tested at levels according to generally accepted toxicology standards.

Copies of the test results shall be made available to the employee, upon the employee's request, at the Town Police Station within twelve (12) hours after the Town has received the test results. Additionally, if the employee so requests, within twelve (12) hours after the test results have been made available, he/she shall be given a sample of the specimen tested.

27.8 It is understood and agreed that the employees in the bargaining unit represented by the FOP are prohibited from using illegal drugs on or off duty. "Illegal drugs" means any controlled substance as defined in the Drug-Free Workplace Standards Act and, not used in accordance with a lawful prescription.

27.9 The results of such tests shall be handled as if part of an internal affairs investigation. The taking of a blood, hair or urine specimen from an employee does not

constitute an interrogation within the meaning of Section 112.532, etc., Florida Statutes, unless questions are asked at the time the blood alcohol test or urine specimen is taken.

ARTICLE 28.

JOB DESCRIPTION AND APPEAL

28.1 No employee covered by this Agreement shall be required to do work outside his/her classification, except under emergency conditions as declared by the Town Manager or authorized representative.

28.2 Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the Town of Surfside shall discuss with the Union the proposed change in job description. The Union shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.

28.3 If the Union is not satisfied with the proposed change, it may in writing, within five (5) days of the conclusion of the discussion stated in Section 28.2 above, request a meeting with the Town Manager. The meeting shall be held at a mutually agreeable time, within thirty (30) days.

28.4 It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally within present job descriptions. The Town of Surfside may assign tasks and duties which involve minor and occasional variations from the job descriptions to employees, so long as the tasks and duties assigned fall within skills and other factors common to the classification.

ARTICLE 29.

FLORIDA LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS

29.1 To the extent not contractually modified in Article 9 of this Agreement, Sections 112.531, 112.532, 112.533 and 112.534, Florida Statutes, known as the "Florida Law Enforcement Officer's Bill of Rights," as may be amended from time to time, are applicable to this Agreement. Any violation of the above-referenced Florida Statutes shall be redressed through applicable judicial proceedings and shall not be subject to the grievance or arbitration provisions of the Agreement.

ARTICLE 30.

SEVERABILITY CLAUSE

30.1 If any provision, section, subsection, service, clause, or phrase of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected by such invalidity and shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into Agreement without such invalid portion or portions.

ARTICLE 31.

RETIREMENT PLAN

31.1 Except as provided for below, the Town shall maintain the existing pension ordinance provisions regarding benefits and contributions for police officers for the duration of this Agreement.

31.1.1 Employees will vest in the pension plan after five (5) years of credited service.

31.1.2 Police officers agree to contribute eight percent (8%) of earnable compensation to the plan.

31.1.3 The Town agrees to implement a five-year Deferred Retirement Option Plan for employees. See Addendum A.

31.1.4 The pension multiplier for sworn employees for creditable service rendered on or after October 1, 2005, shall be equal to three percent (3%) of the final average monthly compensation multiplied by the number of years of creditable service rendered on or after October 1, 2005. The pension multiplier for creditable service rendered on or after October 1, 2006, shall be equal to three and one-half percent (3.5%) of the final average monthly compensation multiplied by the number of years of creditable service rendered on or after October 1, 2006.

31.1.5 At a three percent (3%) multiplier, the maximum total annuity payable to a police officer shall be seventy-five percent (75%) of the employee's highest average annual compensation for any three years within the last ten years. At a three and one-half percent (3.5%) multiplier, the maximum total annuity payable to a police officer will be ninety percent

(90%) of the employee's highest average annual compensation for any three years within the last ten years.

31.1.6 Normal retirement for police officers is the earliest of the date when:

- Reach age 52 and complete 20 years of Creditable Service

or

- Complete 25 years of Creditable Service

or

- Reach age 62

31.1.7 An employee's average final compensation shall be computed using the employee's highest three years of base salary.

31.1.8 For disability retirements only, the Town agrees not to offset the employee's disability retirement by any social security or workers' compensation benefits received by the employee for the same disability.

31.1.9 The Town recognizes the Police Officers Heart / Lung Bill codified in Section 112.18 of the Florida Statutes.

31.1.10 The Town will allow eligible members to buy-back applicable service to the pension system for sworn employees up to a maximum of six (6) years combined prior law enforcement service for a municipal agency within the United States and the U.S. Military Service. Should an employee opt to buy-back applicable service time, all costs associated with such a buy-back option shall be borne solely by the employee as determined by the actuary for the Town's pension plan.

ARTICLE 32.

PROBATIONARY EMPLOYEES

32.1 New Employees:

32.1.1 All new full-time employees of the Department shall be deemed in a probationary status for twelve (12) months, beginning with the first day of employment with the Town as a State Certified Police Officer or dispatcher.

32.1.2 An employee's probationary period shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) consecutive calendar days (e.g., sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to his/her normal duties.

32.1.3 The Town shall notify, in writing, the probationary employee of his/her completion of the probationary period. Failure to notify the employee shall not extend the probationary period. The probationary period may be extended by the Chief of Police at his/her sole discretion up to a maximum of six (6) months.

32.1.4 During an employee's probationary period, he/she serves at the will and pleasure of the Town. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving assignment, layoff or discipline, including discharge (for whatever reason). Probationary employees may otherwise utilize the grievance/arbitration procedure contained in this Agreement.

32.2 Promotions

32.2.1 In the event an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of nine (9) months of continuous employment from the effective date of the promotion.

32.2.2 An employee's promotional probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) consecutive calendar days (e.g. sick leave, light duty, and workers' compensation leave). The promotional probationary period will commence running only when the employee returns to his/her normal duties.

32.2.3 Upon completion of the promotional probationary period, the Chief of Police or his/her designee shall make a determination as to whether the employee shall become permanent in the position to which he/she was promoted. In the event the Chief of Police or his/her designee fails to make a positive recommendation, the employee shall automatically revert to his/her former classification from which he/she has been promoted. Such reversion shall be final with no rights of appeal to any authority including the grievance procedure contained in this Agreement.

ARTICLE 33.

TERM OF AGREEMENT AND RE-OPENING

33.1 Except as specifically provided otherwise in Article 19, this Agreement shall take effect upon ratification by both parties and shall continue in full force and effect through September 30, 2013 unless amended in writing by mutual agreement of the parties.

ARTICLE 34.

SIGNING OF AGREEMENT

AGREED TO this _____ day of _____, 2010, by and between the respective parties through an authorized representative or representatives of the Union and by the Town Manager, as directed by the Town Council.

FOR THE FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE

FOR THE TOWN OF SURFSIDE,
FLORIDA

Joseph A. Puleo
FOP Staff Representative

Roger M. Carlton
Town Manager

Sgt. Patrick McKenna
Local Representative

Lynn Dannheisser
Town Attorney

ADDENDUM "A"

DEFERRED RETIREMENT OPTION PROGRAM

The Town agrees to establish a Deferred Retirement Option Program ("DROP") for members of the Town's pension plan who are either sworn law enforcement officers or dispatchers as follows:

A. A sworn law enforcement officer or dispatcher member of the Plan who reaches normal retirement age shall be eligible to participate in the DROP ("Eligible Member"). An Eligible Member may participate in the DROP for a maximum of sixty (60) months from the date the member reaches his or her earliest normal retirement date. Anything herein to the contrary notwithstanding, if an Eligible Member has reached his or her normal retirement date on or before the date the DROP plan is implemented, then the Eligible Member shall have sixty (60) days from the date the DROP plan is implemented to elect in writing to participate in the DROP for the maximum DROP participation period of sixty (60) months.

B. An Eligible Member may elect to become a participant in the DROP ("Participant") with thirty (30) days advance written notice to the City during the applicable DROP period; however, in no event shall the DROP period be extended beyond the sixty (60) months from the date the sworn law enforcement or dispatcher member is first eligible to participate in the DROP. As a condition of participating in the DROP, the Eligible Member must agree to terminate Town employment at the conclusion of the DROP period and must submit a letter of resignation to the Town, which letter shall be coupled with an interest and shall be irrevocable, prior to entering the DROP.

C. An Eligible Member may participate in the DROP only once and, after commencement of DROP participation, he or she shall never have the right to be a member of the Plan again.

D. A Participant may elect to terminate DROP participation and Town employment earlier than the maximum DROP participation period by providing thirty (30) days advance written notice to the Town and the Pension Board.

E. Participants will be subject to the same employment standards and policies that are applicable to Town employees who are not DROP participants. Participation in the DROP is not a guarantee of employment with the Town. Participation in the DROP will end if the Town terminates the Participant for any reason.

F. Upon the effective date of the Eligible Member's entry into the DROP, the Participant will be considered retired for purposes of the Plan and membership in the Plan shall be terminated. No further member contributions shall be required after the Participant enters the DROP. Compensation and creditable service shall remain as they existed on the effective date of the Eligible Member's commencement of participation in the DROP. The monthly service retirement allowance that would have been payable had the Eligible Member instead elected to cease Town employment and receive retirement benefits shall be paid into the Participant's DROP account.

G. During the DROP participation period, the Participant's monthly service retirement allowance will be paid into the Participant's DROP account. After each fiscal quarter, the average daily balance of the Participant's DROP account shall be credited or debited at a rate equal to the actual net investment return realized by the Plan for that quarter. "Net investment

return” for purposes of this paragraph is the total return on the assets in which the participant’s DROP account is invested by the Pension Board net of brokerage commissions, transaction costs, investment management fees and other investment-related charges.

H. If a Participant does not terminate Town employment at the end of the maximum DROP participation period, no benefit payments will be made either to the Participant’s DROP account or to the Participant until the Participant terminates his or her employment with the Town. In addition, for the duration of employment beyond the end of the maximum DROP participation period, the Participant’s DROP account shall be debited with any negative net investment returns but shall not be credited with any positive net investment returns.

I. Within thirty (30) days following the Participant’s termination of the employment or death, the Participant’s entire DROP account balance shall be distributed to the Participant (or in the event of the death, to the Participant’s designated beneficiary or estate) in a cash lump sum, unless the Participant elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Participant. Regardless of the option selected by the Participant, the Pension Board has the right to accelerate or defer payments to comply with the Internal Revenue Code. The DROP is intended to comply with the Internal Revenue Code and the Pension Board shall take no action which would jeopardize the tax qualification of the Plan.

J. DROP payments to a beneficiary shall be in addition to retirement benefits payable under any optional form of retirement benefit elected by the Participant.

K. All benefits payable under the DROP shall be paid only from the assets of the DROP, and neither the Town nor the Pension Board shall have duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by applicable law.

L. The Pension Board is authorized to adopt any additional rules necessary for proper administration of the DROP.

ADDENDUM "B"
FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT
October 1, 2010 to September 30, 2013
PAY TABLE MINIMUMS

POLICE OFFICERS

STEPS	FY 2011	Hourly Equivalent	FY 2012	Hourly Equivalent	FY 2013	Hourly Equivalent
**Starting	\$50,258.47	\$24.1627	TBD*	TBD*	TBD*	TBD*
1	\$55,284.32	\$26.5790	TBD*	TBD*	TBD*	TBD*
2	\$58,048.54	\$27.9080	TBD*	TBD*	TBD*	TBD*
3	\$60,950.97	\$29.3034	TBD*	TBD*	TBD*	TBD*
4	\$63,998.52	\$30.7685	TBD*	TBD*	TBD*	TBD*
5	\$67,198.45	\$32.3069	TBD*	TBD*	TBD*	TBD*
6	\$70,558.38	\$33.9223	TBD*	TBD*	TBD*	TBD*

Notes:

****Starting Salary for Certified Police Officer**

***FY 2012 & FY 2013 wages to be determined (TBD)**

DISPATCHERS

STEPS	FY 2011	Hourly Equivalent	FY 2012	Hourly Equivalent	FY 2013	Hourly Equivalent
Starting	\$32,287.41	\$15.5228	TBD*	TBD*	TBD*	TBD*
1	\$33,901.78	\$16.2989	TBD*	TBD*	TBD*	TBD*
2	\$35,596.87	\$17.1139	TBD*	TBD*	TBD*	TBD*
3	\$37,376.72	\$17.9696	TBD*	TBD*	TBD*	TBD*
4	\$39,245.56	\$18.8681	TBD*	TBD*	TBD*	TBD*
5	\$41,207.84	\$19.8115	TBD*	TBD*	TBD*	TBD*

Notes:

***FY 2012 & FY 2013 wages to be determined (TBD)**



Fraternal Order of Police
FLORIDA STATE LODGE
Florida Labor Council Committee



October 28, 2010

Sent Via U.S. Mail
&
EMAIL

Town of Surfside
Roger Carlton, Town Manager
9293 Harding Avenue
Surfside, FL 33154

Reference: 2010-2013 Contract Proposal Ratification

Dear Mr. Carlton,

I am please to advise you that the Bargaining Unit for Police Officers, Sergeants, and Dispatchers have ratified the Town's 2010 -2013 Contract Proposals. Under these hard economic times I would like to thank you for working with us as a partner to resolve issues that are important to your organization and your employees. I look forward to be working with you again in the near future.

Sincerely,

John Puleo, FOP Staff Representative

21124 White Oak Avenue, Boca Raton, Florida 33428
Office Phone: (561) 883-3552 - Cell Phone: (954) 444-4483
Fax: (561) 883-3538
Email: JohnFOP@AOL.COM



Town of Surfside Commission Communication

Agenda Item # 5B

Agenda Date: November 9, 2010

Subject: Authorization to submit two grants related to the water, sewer storm drainage upgrade and replacement project. The first is to FEMA in the amount of \$2,983,538 and the second is to the South Florida Water Management District in the amount of \$570,000.

Objective: To reduce the capital cost of this \$16 million project that must be borrowed to the lowest level possible.

Recommendation: Authorize by retroactive resolution, the grants to be submitted. In fact, both grants have been submitted to meet funding cycle deadlines and staff did not want to miss the opportunity.

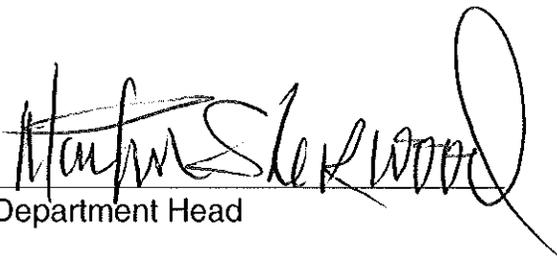
Background: There are numerous opportunities for grant funding for major capital projects. Staff's goal is to maximize this revenue whenever possible.

Analysis: In the future, grant application approval requests will be made in a more timely manner. The matching costs and other requirements will be started in advance whenever possible.

Budget Impact: The potential of reducing capital costs for the water, sewer storm drainage project by nearly \$3.55 million.

Growth Impact: n/a

Staff Impact: n/a


Department Head


Roger M. Carlton, Interim Town Manager

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DIRECTING THE TOWN MANAGER AND CALVIN GIORDANO ASSOCIATES (“CGA”) TO MAKE ADDITIONAL GRANT APPLICATIONS TO FEMA IN THE AMOUNT OF \$2,983,538 AND TO SOUTH FLORIDA WATER MANAGEMENT DISTRICT (“SFWMD”) IN THE AMOUNT OF \$570,000 TO AUGMENT THE FUNDING OF THE STORMWATER CAPITAL IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as part of the Town-wide improvements to the infrastructure, the stormwater collection and treatment system needs to be replaced, along with the addition of stormwater pumps, injection wells, and control structures to improve the level of service for both water quality and reduction of flooding, and

WHEREAS, the existing pipes are over 50 years old and are in poor condition, and

WHEREAS, undersized, broken or collapsed pipes impede the flow of water and add considerable pollutants and reduce the level of service, and

WHEREAS, Calvin Giordano and Associates (CGA) has identified the areas of concern and have prepared a Stormwater Master Drainage Plan and the construction documents for the stormwater collection system, pumps, wells, and control structures, and

WHEREAS, Miami-Dade DERM, the stormwater jurisdictional agency has approved the plans so that the contractor may obtain the construction permit, and

WHEREAS, CGA has assisted the Town in obtaining grants in the amounts of \$873,500 and \$125,000 in order to partially fund the design and construction costs, and

Resolution No. _____

WHEREAS, the combination of these grants and the Town's existing capital improvement budget will result in no additional impact to the Town's budget.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Grant Applications Approved. the Surfside Town Commission approves this resolution directing the Town Manager and CGA to make additional grant applications to FEMA in the amount of \$2,983,538 and to South Florida Water Management District ("SFWMD") in the amount of \$570,000 to augment the funding of the Stormwater Capital Improvement Project.

Section 3. Implementation. The Town Manager is hereby authorized to take all action necessary to implement this Resolution and the Grant Applications in accordance with the terms, conditions and purposes of this Resolution and the Grant Applications.

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

PASSED AND ADOPTED this _____ day of November, 2010.

Motion by Commissioner _____, second by Commissioner _____.

Resolution No. _____

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

Resolution No. _____



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney *[Signature]*

CC: Roger M. Carlton, Town Manager
 Debra E. Eastman, M.M.C., Town Clerk

DATE: November 9, 2010

SUBJECT: Re-appointment of Bryant Miller Olive P.A. as Special Bond Counsel

Recommendation: It is recommended that the Commission approve this Resolution.

Reasons: The Town of Surfside first retained the law firm of Bryant Miller Olive P.A. ("BMO") as bond counsel on June 10, 2008 to perform all the legal work, issue legal opinions, and create a bond ordinance in connection with the proposed issuance of a General Obligation Bond, Series 2008 to be used to finance various capital projects. The proposed bond issue for which this work was performed was subsequently rejected by the voters. BMO was never paid for any legal work performed.

BMO has demonstrated their expertise and abilities. They have accumulated knowledge of the Town and its issues. Accordingly, the Town Manager believes, pursuant to Section 3-13(3) of the Town Code, and in the interest of fairness, it is in the Town's best interest to waive competitive

bidding procedures and re-appoint the Law Firm of Bryant Miller Olive as Special Bond Counsel in connection with the proposed issuance of Town of Surfside Capital Improvement Revenue Bonds for water, sewer, and storm drainage repair and upgrade.

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COMMISSION
OF THE TOWN OF SURFSIDE, FLORIDA, RE-
APPOINTING THE LAW FIRM OF BRYANT
MILLER OLIVE AS SPECIAL BOND COUNSEL;
SETTING FORTH THE TERMS AND
CONDITIONS OF THAT APPOINTMENT;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Town of Surfside first retained Bryant Miller Olive (“BMO”) as bond counsel on June 10, 2008, and pursuant to that appointment, BMO performed all the legal work, issued legal opinions, and created a bond ordinance in connection with the proposed issuance of a General Obligation Bond, Series 2008 for the financing of the Town’s Community Center. The proposed bond issue was subsequently rejected by the voters and Bryant Miller Olive was not paid for any legal work performed; and

WHEREAS, BMO’s has already demonstrated its expertise and abilities. They have acquired knowledge of the Town and its issues and therefore, the Town Manager believes, pursuant to Section 3-13(3) of the Town Code, it is in the Town's best interest to waive the competitive bidding procedures and re-appoint BMO as Special Bond Counsel; and

WHEREAS, in connection with the proposed issuance of Town of Surfside Capital Improvement Revenue Bonds for water, sewer, and storm drainage repair and upgrade, BMO’s retainer agreement attached as Exhibit “A” advises the terms and conditions they will perform as Special Bond Counsel; and

WHEREAS, the Town Commission (“Commission”) of the Town of Surfside (“Town”) has determined that it is in the best interest of the Town to re-appoint the Law Firm of Bryant Miller Olive as Special Bond Counsel; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION
OF THE TOWN OF SURFSIDE, FLORIDA, THAT:**

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Re- Appointment of Special Bond Counsel. The law firm of Bryant Miller Olive is hereby re-appointed Special Bond Counsel on the terms and conditions contained in the retainer agreement attached hereto as Exhibit "A" with the fee to be negotiated by the Town Attorney in accordance with community custom and practice.

Section 3. Term. Special Bond Counsel shall serve at the pleasure of the majority of the Town Commission.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of November, 2010

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

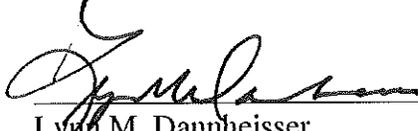
Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC, Town Clerk

Resolution No. _____

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

**Bryant
Miller
Olive**

Attorneys at Law
One Biscayne Tower
2 South Biscayne Boulevard
Suite 1480
Miami, FL 33131
Tel 305.374.7349
Fax 305.374.0895
www.bmolaw.com

November 2, 2010

Lynn M. Dannheisser
Town Attorney
9293 Harding Avenue
Surfside, Florida 33154

Proposed issuance of Not to Exceed \$_____ Town of Surfside, Capital
Improvement Revenue Bonds, Series 2011

Dear Ms. Dannheisser:

The purpose of this letter is to advise you of our fee estimate and to describe the services we will perform as bond counsel to the Town of Surfside, Florida (the "Issuer") in connection with the issuance by the Issuer of approximately not to exceed \$_____ principal amount of its Capital Improvement Revenue Bond, Series 2011 (the "Bonds"), the proceeds of which will be used to finance capital improvement projects in the Issuer (the "Project") and pay the costs of issuance of such Bonds.

SCOPE OF ENGAGEMENT

In this transaction, we expect to perform the following duties as Bond Counsel:

I. Bond Counsel Services

(1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.

(2) Draft the basic agreements governing the issuance of the Bonds.

(3) Prepare and review other documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of documents, and review and, where appropriate, draft enabling legislation.

(4) Prepare the Issuer's declaration of official intent, if any, to reimburse Project costs paid by the Issuer prior to the issuance of the Bonds.

(5) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, sale and delivery of the Bonds, except that we will not be responsible for any required blue sky filings. We understand, however, that Issuer's counsel will be responsible for obtaining all approvals and permits relating to the construction and operation of the Project.

(6) Review legal issues relating to the structure of the Bond issue.

(7) Review all documents prepared by the bank.

(8) Review and provide counsel on documents relating to receipt of a rating of the Issuer and on the Bonds, if a public offering.

(9) Serve as the Issuer's closing agent in connection with the closing of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely on the certified proceedings and other certifications of public officials, officers of the Issuer and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Project, the Bonds and the security for the Bonds. Among other things, we will require the Issuer to execute a certificate of fact relating to the Project and the use of Bond proceeds.

Among other things, our duties as Bond Counsel do not include:

(a) Preparation of blue sky or investment surveys with respect to the Bond.

(b) Investigation or expression of any view as to the creditworthiness of the Issuer, the Bond, any credit enhancement provider, or the debt instrument; or, providing services related to hedging or derivative financial products (e.g. "swaps" and related documents or opinions).

(c) Representation of the Issuer in post-closing regulatory investigation or matters.

(d) Bankruptcy matters.

- (e) Drafting state constitutional or legislative amendments.
- (f) Pursuing test cases or other litigation, such as contested validation proceedings, except as set forth above.
- (g) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (h) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bond will continue to be excludable from gross income for federal income tax purposes unless specifically engaged for such purpose (e.g., our engagement does not include rebate calculations for any Bond, but such services can be separately contracted for with Integrity Public Finance consulting LLC, a subsidiary of the Firm).
- (i) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

We understand that you have retained the Town Attorney to act as Issuer's counsel in this transaction. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

FEES

The Issuer will be responsible for payment of our fee, which will be \$_____ for Bond Counsel. Our fee is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to our engagement letter with the Issuer and as described in this letter; (iii) the time we anticipate devoting to the financing in connection therewith; (iv) the Bonds being sold as a private placement to a bank; and (v) the responsibilities we will assume. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; (c) the Bonds are sold as a public offering; or (d) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you.

In addition, we will be reimbursed for all client charges made or incurred in connection with the Bond issue. Such costs generally include travel costs, photocopying, document printing, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Our fee is usually paid at the Closing, and we

customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. Detailed supporting documentation is available upon request for statement billings.

If the financing is not consummated, we understand and agree that we will not be paid the stated fee, however, we will be paid all out-of-pocket expenses incurred.

CONFLICTS

The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. The Firm has disclosed to the Issuer that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as original purchaser's counsel on public finance matters in Florida. The Firm has an active and wide-ranging practice in public finance in Florida and elsewhere in the United States. In the course of that practice and other engagements the Firm undertakes, the Firm represents numerous public entities, financial institutions, credit banks, credit enhancers, underwriters and issuers of bonds, lenders, borrowers, counterparties and trustees. Therefore, in the course of the Firm's representation of the Issuer as Bond Counsel in public finance transactions, the Firm may now or in the future represent entities that, by virtue of their involvement in a particular transaction, industry, business, trade, or otherwise, have interests adverse to those of the Issuer in matters unrelated to the particular public finance transactions in which the Firm represents the Issuer. Material risks may arise when an attorney represents clients with adverse interests. For example, confidential information disclosed by a client during the course of an engagement might, if inadvertently disclosed to another client, be detrimental to the client. Usually this is not a relevant factor when dealing with public entities subject to the Florida public records laws. Such representations may create the perception that the lawyer might represent one client less zealously in order to advance the interests of another client.

The Firm believes that the Issuer is a sophisticated client that readily appreciates the implications of conflicts and waivers and has ready access to independent counsel. After careful consideration, the Firm reasonably believes that it can and will competently and zealously represent the Issuer in public finance transactions notwithstanding its current or future representation of clients with interests adverse to the Issuer in unrelated matters. The Firm will maintain confidentiality and not disclose or use any of the Issuer's nonpublic, confidential information acquired as a result of its representation of the Issuer to the Issuer's disadvantage in connection with any matter in which the Firm represents an entity adverse to the Issuer. The Firm encourages the Issuer to consult independent counsel regarding the issues addressed herein. In that regard, it is the Firm's belief that a disinterested lawyer would conclude that the advantages to the Issuer of engaging the Firm outweigh any existing or potential material risks arising from the Firm's representation of other entities, would conclude that it is proper to seek consent, and would counsel the Issuer to consent to this representation.

In each transaction, the Issuer will be our client and an attorney-client relationship will exist between the Issuer and us. In performing our services as Bond Counsel, we will represent the interest of the Issuer exclusively. We will not be representing any other party and will not be acting as an intermediary among the parties. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

BRYANT MILLER OLIVE P.A.

By: *Linda Manning*
Shareholder

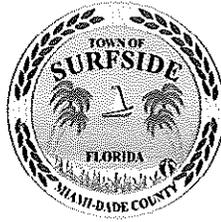
Accepted and Approved:

THE TOWN OF SURFSIDE, FLORIDA

By: _____

Title: _____

Date: _____



**Town of Surfside
Commission Communication**

Agenda Item # 5D

Agenda Date: November 9, 2010

Subject: Purchase of Police Vehicles

Background: The Police Department fleet currently has twelve (12) marked vehicles with over 75,000 miles on the odometer. Four (4) of these vehicles are in excess of 100,000 miles. These older, high mileage vehicles are in constant need of repair and it is not cost effective to keep them. The two vehicles that will be replaced and sold at auction are #321 and #322.

The Police Department is requesting to purchase two (2) marked Dodge Chargers to replace the two vehicles listed above.

The new vehicles were included in the approved FY 10/11 budget (account # 301-4400-539-6410) and will be purchased off the Florida Sheriffs Association Bid Contract. The line item reflects \$58,000.

Budget Impact: The cost to purchase, outfit and install the necessary equipment on the two (2) police vehicles is approximately \$58,000 which is the amount in the FY 10/11 budget.

Analysis: Replacement of these vehicles will ensure the safety and efficiency of the fleet and our personnel. Staff is working on a long term vehicle replacement policy that will keep our fleet modern, safe and efficient.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the purchase of two (2) Dodge Charger marked police vehicles.



John Di Censo
Assistant Chief



Roger M. Carlton
Town Manager

RESOLUTION NO. 2010 ____

A RESOLUTION OF THE TOWN COMMISSION
OF THE TOWN OF SURFSIDE, FLORIDA
APPROVING THE PURCHASE OF TWO POLICE
VEHICLES AND AUTHORIZING THE TOWN
MANAGER TO EXPEND POLICE DEPARTMENT
FUNDS; AND PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, the Police Department fleet has four (4) marked vehicles with over 100,000 miles on the odometer; and

WHEREAS, these older, high mileage vehicles are in constant need of repair and not cost effective to keep; and

WHEREAS, replacement of these vehicles will ensure the safety and efficiency of the fleet and personnel; and

WHEREAS, it is in the best interest of the Town to purchase two (2) marked police vehicles.

NOW, THERE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Purchase. The request to purchase two (2) marked police vehicles together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the purchase of two (2) marked police vehicles.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend Police Department funds to purchase two (2) marked police vehicles.

Section 5. Execution of Agreement. The Town Manager is authorized to execute any required agreements and/or documents on behalf of the Town, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of November, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney



Town of Surfside Commission Communication

Agenda Item # 5E

Agenda Date: November 9, 2010

Subject: Change Order No. 1 – West Construction Inc, Extension of Time

Background: Members of the Town Commission are aware that great difficulties were experienced in obtaining permits from various agencies from the time a Notice to Proceed was issued by the Town of Surfside (April 7, 2010) to the actual start of construction. After review of this situation by the Town Staff including Paul Gioia, a compromise has been worked out that resolves the potential claim for delay that West Construction could make without delaying the opening of the Community Center as approved in the FY 10/11 Budget (April 15, 2010).

The elements of the compromise are as follows:

1. The new substantial completion date will be April 5, 2011. This is still 10 days before the budgeted date of April 15, 2011. It represents a 63 day extension.
2. In exchange for the extension, West Construction will work six, ten hour days to ensure making the new deadline.
3. There will be no cost for the additional labor necessary to make the new deadline.

Budget Impact: None. The FY 10/11 Budget assumes a move in and staffing date of April 15, 2011.

Growth Impact: None.

Staff Impact: The staffing is budgeted.

Recommendation: It is recommended that the Town Commission approve Change Order No. 1 which extends the original expected substantial completion date by 63 days in exchange for West construction providing a 6 day, 10 hour work week to ensure that the Community Center is ready for occupancy in a timely manner.

Department Head

Roger M. Carlton, Interim Town Manager

RESOLUTION NO. 10-___

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING EXECUTION OF WEST CONSTRUCTION, INC. CHANGE ORDER NO. 1 TO INCLUDE A CHANGE IN THE SCHEDULED COMPLETION OF WORK WITH NO CHANGE IN THE GUARANTEED MAXIMUM PRICE FOR THE COMMUNITY CENTER PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 15, 2009, by Resolution 09-1913, the Town Commission ratified the selection of West Construction, Inc. (“West”) as the lowest most responsive bidder as the General Contractor for the Community Center; and

WHEREAS, West Change Order No. 1 dated October 20, 2010 requests an additional sixty-three (63) days to achieve Substantial Completion of the Community Center project. (See Exhibit “A”); and

WHEREAS, West Change Order No. 1 dated October 20, 2010 acknowledges and agrees that the Guaranteed Maximum Price of \$4,074,525.00 under the Construction Agreement between West and the Town of Surfside will be unchanged by this Change Order No. 1; and

WHEREAS, the Town Commission has decided it is in the best interest of the Town to accept the Change Order No. 1 and authorizes the Town Manager to accept West’s Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval.** The Town Commission approves the West Change Order No. 1

dated October 20, 2010 attached hereto as Exhibit "A" between the Town of Surfside and West Construction, Inc.

Section 3. Authorization. The Town Commission authorizes the Town Manager to execute and do whatever is necessary to effectuate the terms of West Change Order No. 1 dated October 20, 2010.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of November, 2010

FINAL VOTE ON ADOPTION

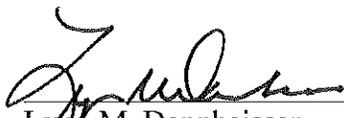
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:



Lynn M. Dannheisser
Town Attorney

CHANGE ORDER NO. 1

TO: Town of Surfside

PROJECT: Town of Surfside Community Center Project No. CC5355

CONTRACTOR: WEST CONSTRUCTION, INC.

DATE: October 20, 2010

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Agreement. The Contractor acknowledges and agrees that (a) the Guaranteed Maximum Price of \$4,074,525.00 under the Agreement will be unchanged by this Change Order, and (b) the schedule for performance of Work will be changed by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

WEST CONSTRUCTION, INC.,
a Florida corporation

TOWN OF SURFSIDE,
a Florida municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Town Manager

Exhibit "A"

This Change Order No. 1, dated October 20, 2010, changes the Contract Times only by the addition of sixty three (63) calendar days to the time to achieve Substantial Completion, which means that the Substantial Completion Date shall not be more than three hundred sixty three (363) calendar days from the commencement date. The Final Completion duration is not affected by this Change Order No. 1 with Final Completion to occur within forty-five (45) calendar days following Substantial Completion. With this Change Order No. 1 the revised project schedule dates become:

NTP Date	April 7, 2010*
Substantial Completion Date	April 5, 2011**
Final Completion Date	May 20, 2011

*NTP was later revised on June 28, 2010 and July 16, 2010 to include additional phases of work. These revisions did not affect the contract time or duration.

**Per the attached letter West Construction, Inc. agrees to increase man power to ensure the Town's goal of obtaining the Temporary Certificate of Occupancy is received by April 5, 2011.

18121061 - # 362156 v1



Town of Surfside Commission Communication

Agenda Item: 5F

Agenda Date: November 9, 2010

Subject: Change Order No. 2 -Feasibility of constructing approximately 1,000 square feet of additional space at the Community Center

Objective: Implement a plan to fund and construct an additional multipurpose space

Background: Current space to be utilized is an unused open area. By enclosing a portion of this space, a 50 percent increase in the amount of meeting space will be achieved at a very reasonable price of approximately \$225,000.

- Location: North side of building under walkway roof
- Proposed size: approximately 1,000 square feet
- Enclosure Type: Impact Glass floor to bottom of roof aesthetically the same as the balance of the space
- Projected Cost: Preliminary estimates are approximately \$225,000. We are still working on fine-tuning this estimate and looking at alternatives to reduce the cost

Analysis: The additional space will ensure that multiple meetings and programming can be held simultaneously. It will also help with peak loads during the summer season.

Budget Impact: Funds could come from the following sources which are not yet finalized. The approved contingency for construction will be used (\$100,000 or 50 percent). Funds from the Tourist Tax (\$25,000). Other available sources to be determined (\$100,000). It is estimated that an additional \$6000 in Parks and Recreation revenue per year due to the additional rental and programming space.

Staff Impact: N/A

Recommendation: It is recommended that the Town Commission give preliminary approval to the Community Center expansion to allow the foundation to be put in place without any delay in the overall completion of the building. The final Change Order will be brought to the Town Commission in December 14, 2010.

Department Head

Roger M. Carlton, Interim Town Manager

RESOLUTION NO. 10-___

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING EXECUTION OF WEST CONSTRUCTION, INC. CHANGE ORDER NO. 2 TO ADD AN ADDITIONAL 1000 SQUARE FEET OF MEETING ROOM SPACE TO THE COMMUNITY CENTER TO INCLUDE A CHANGE IN THE GUARANTEED MAXIMUM PRICE WITH NO CHANGE IN THE SCHEDULED COMPLETION OF WORK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 15, 2009, by Resolution 09-1913, the Town Commission ratified the selection of West Construction, Inc. (“West”) as the lowest most responsive bidder as the General Contractor for the Community Center; and

WHEREAS, West Change Order No. 2 adds an additional 1000 square feet of meeting room space to the community center and acknowledges and agrees that the Substantial Completion date of the Community Center project will be unchanged by this Change Order No. 2 attached hereto as Exhibit “A;” and

WHEREAS, West Change Order No. 2 acknowledges and agrees that the Guaranteed Maximum Price of \$4,074,525 under the Construction Agreement between West and the Town will be increased by _____ by this Change Order No. 2 from the utilization of the following funding sources: _____.

WHEREAS, the Town Commission has decided it is in the best interest of the Town to accept the Change Order No. 2 and authorizes the Town Manager to accept West’s Change Order No. 2.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval. The Town Commission approves the West Change Order No. 2 attached hereto as Exhibit "A" between the Town of Surfside and West Construction, Inc.

Section 3. Authorization. The Town Commission authorizes the Town Manager to execute and do whatever is necessary to effectuate the terms of West Change Order No. 2.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of November, 2010

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney



**TOWN OF SURFSIDE
COMMISSION COMMUNICATION**

Agenda Item #: 5G

Agenda Date: November 9, 2010

Subject: Change Order No. 3 – to West Construction for Painting Town Hall

Objective: To implement the Town Hall painting project included in the FY 10/11 Budget.

Background: West Construction, Inc which was competitively procured to build the Community Center, has a paint contractor which will be mobilized to the site to perform the painting of the Community Center. The Town will be able to take advantage of the cost savings by utilizing West's already mobilized sub-contractor.

Analysis: The FY 10/11 Budget includes \$ 18,000 to paint the exterior of Town Hall. The Town Manager requested Paul Gioia to determine what the incremental cost would be to paint the interior as well, since it is sorely needed. Mr. Gioia prepared specs and worked closely with the sub-contractor. The quote for both interior and exterior is \$24,500 which exceeds the approved budget by \$6,500. This most favorable price for both the interior and exterior is clearly a result of the difficult times being experienced by the construction industry.

This price includes all mobilization, cleaning, preparation and crack repairs. The price has been reviewed by Paul Gioia and he has recommended award to this sub-contractor. The format to achieve this is a change order for West Construction.

One other important point is that the Beautification Committee has recommended that three colors be used rather than the monochromatic white that is the current color. Samples of the proposed colors will be shown to the Town Commission during the November 9, 2010 meeting.

Budget Impact: The funds to complete this project will come from the \$18,000 included in the FY 10/11 budget plus \$6,500 from the General Fund contingency which has a balance in excess of \$2 million.

Growth Impact: N/A

Staff Impact: Moving furniture during the interior painting will require some staff support.

Recommendation: It is recommended that the Surfside Town Commission approve this resolution to allow the Town Manager to execute Change Order No. 3 with West Construction, Inc. and expend the funds from the two accounts referenced above.



Department Head



Roger M. Carlton, Interim Town Manager



Change Proposal Request (CPR)

Project Information	
Project #	10-1068
Title	SURFSIDE COMMUNITY CENTER
Address	9301 COLLINS AVE
City, State, Zip	33154

Change Proposal Request	
CPR #	001
Issue Date	Oct 18, 2010
Subject	Painting of City Hall

Prime Contract Company	
Contact
Company	WEST CONSTRUCTION, INC.
Address	318 SOUTH DIXIE HWY. SUITE 4 & 5
City, State, Zip	33460
Phone	561-588-2027
Fax	561-582-9419

Owner	
Contact	PAUL -
Company	TOWN OF SURFSIDE-BLDG DEPT
Address	9293 HARDING AVE
City, State, Zip	33154
Phone	305-861-4863
Fax	

Description of the proposed change:

Paint existing City Hall Building Interior and Exterior unit.

Net Amount of this Proposed Change: \$24,364.23

The Contract Time due to this Change Proposal Request is to be determined at a later date.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By Response: Accept Do Not Accept
WEST CONSTRUCTION, INC. TOWN OF SURFSIDE-BLDG DEPT
 Company Company

By _____ Date _____ By _____ Date _____

Company Financial and Schedule Impact Details

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	Painting	1	LS	\$21,715.00	\$21,715.00
2	OH&P	1	LS	\$2,171.50	\$2,171.50
3	Bond	1	LS	\$477.73	\$477.73

CPR Financial Impact = \$24,364.23

CC: Change Order file

Debra Eastman

From: Roger Carlton
Sent: Wednesday, November 03, 2010 10:25 AM
To: Debra Eastman
Subject: FW: Town Hall painting Committee Decisions Complete (!), Update
Attachments: Sails.jpg; Front.jpg; NEperspective-Sails.jpg; mimo.jpg

Please use his transmittal memo as well as. It appears to delete one of the colors.

From: Steinfeld, David @ Miami [mailto:David.Steinfeld@cbre.com]
Sent: Wednesday, November 03, 2010 9:55 AM
To: Roger Carlton; Fernando Rodriguez
Cc: Jennifer Brilliant; Charles Kesl
Subject: FW: Town Hall painting Committee Decisions Complete (!), Update

Taking out the sand is the consensus-of both the P & Z and BC.

David Steinfeld | Senior Associate | **LEED AP**
CB Richard Ellis | Brokerage Services
777 Brickell Avenue, Suite 900 | Miami, FL 33131
T 305 428 6309 | F 305 381 6462 | C 305 205 6603
david.steinfeld@cbre.com | www.cbre.com

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About CB Richard Ellis

CB Richard Ellis Group, Inc. (NYSE:CBG), a Fortune 500 and S&P 500 company headquartered in Los Angeles, is the world's largest commercial real estate services firm (in terms of 2007 revenue). With over 29,000 employees, the Company serves real estate owners, investors and occupiers through more than 300 offices worldwide (excluding affiliate offices). CB Richard Ellis offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; mortgage banking; appraisal and valuation; development services; investment management; and research and consulting. CB Richard Ellis is the only commercial real estate services company named one of the 50 "best in class" companies by \

“Bluebelle”

“Ice Mist”

“White Sand”

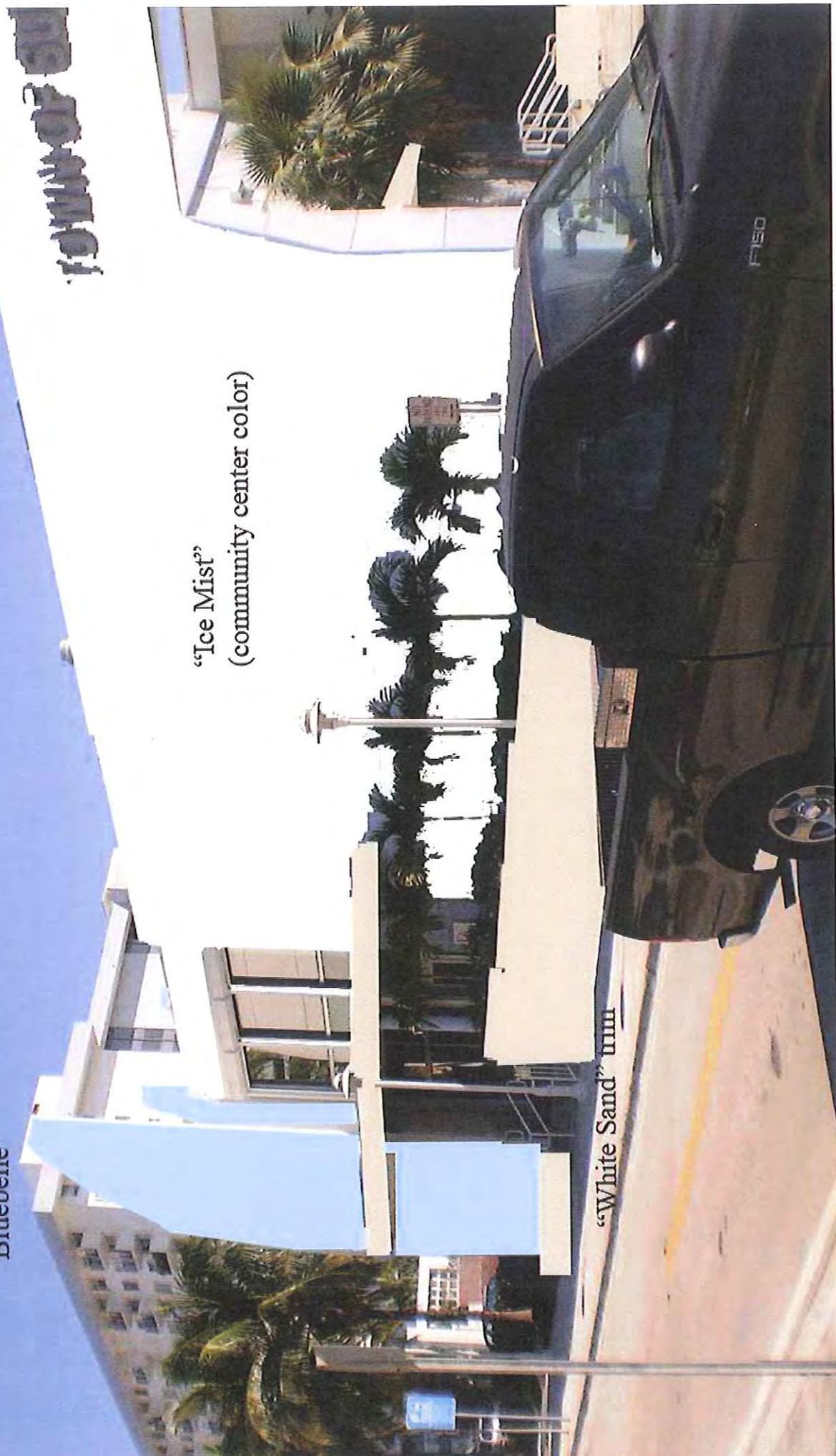
“White Sand” trim

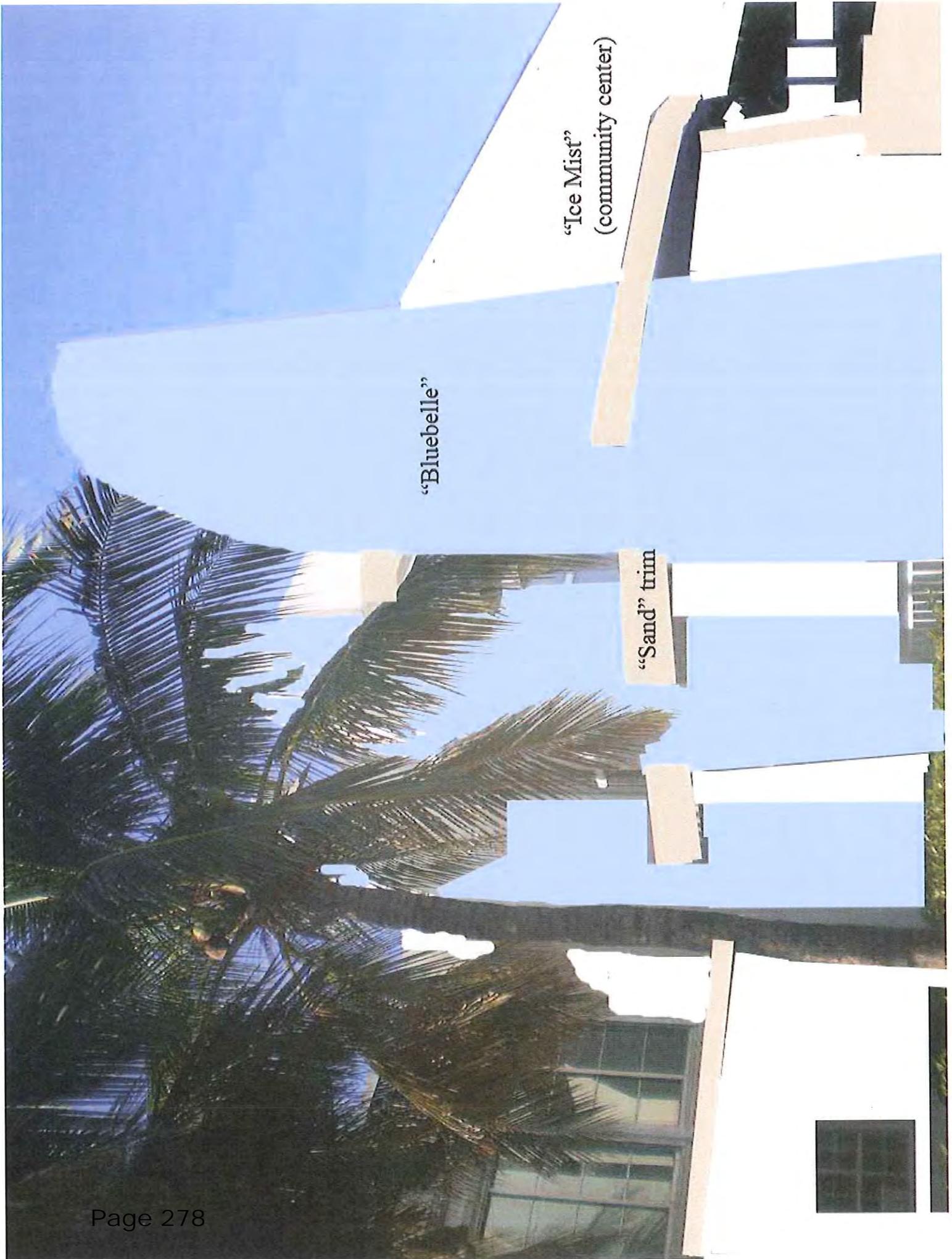
“Bluebelle”

“Ice Mist”
(community center color)

“White Sand” trim

F150



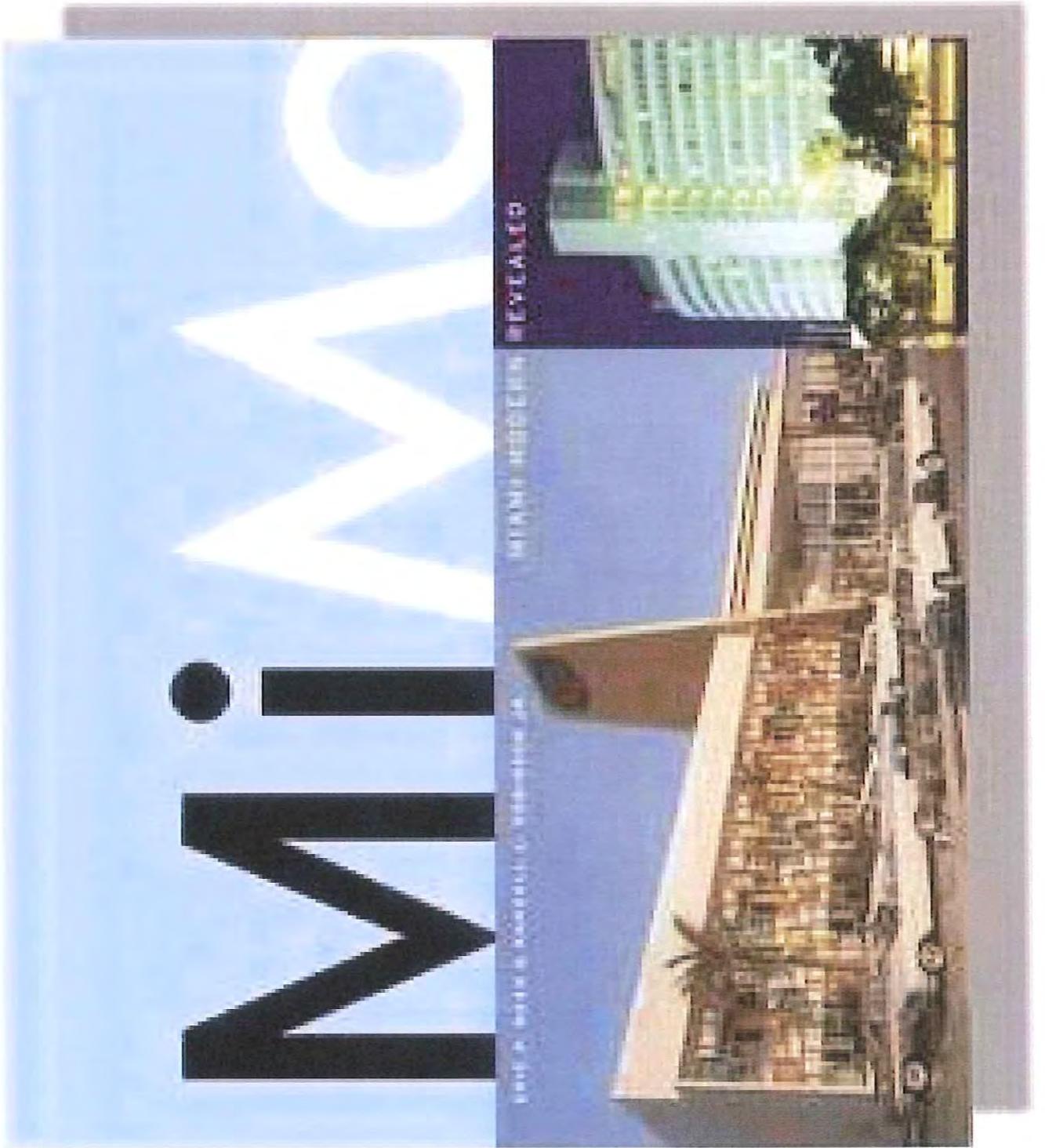


“Bluebelle”

“Ice Mist”
(community center)

“Sand” trim

mimo
miami modern revealed



RESOLUTION NO. 10-___

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF SURFSIDE, FLORIDA
AUTHORIZING EXECUTION OF WEST
CONSTRUCTION CHANGE ORDER NO. 3
PAINTING THE INTERIOR AND EXTERIOR OF
TOWN HALL; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, on December 15, 2009, by Resolution 09-1913, the Town Commission ratified the selection of West Construction, Inc. (“West”) as the lowest most responsive bidder as the General Contractor for the Community Center; and

WHEREAS, the Town Commission pursuant to Section 3-12 of the Code, may authorize the waiver of competitive bidding procedures upon the recommendation of the Town Manager that it is in the Town’s best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms; and

WHEREAS, the Town Manager has conducted a good faith review of available sources and negotiation as to price, delivery and terms; and

WHEREAS, the Town Manager has determined it is in the best interest of the Town to coordinate the painting of Town Hall with the painting of the Community Center; and

WHEREAS, West has agreed to paint and clean the interior and exterior of Town Hall for the amount of \$24,364.23 per a Change Order No. 3; and

WHEREAS, the Town Commission has decided it is in the best interest of the Town to waive the competitive bidding procedures and authorizes the Town Manager to accept West’s

Change Order No. 3.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval.** The Town Commission approves West Change Order No. 3 attached hereto as Exhibit "A" between the Town of Surfside and West Construction, Inc.

Section 3. **Authorization.** The Town Commission authorizes the Town Manager pursuant to Section 3-12 of the Code of Surfside to execute and do whatever is necessary to effectuate the terms of the Change Order No. 3.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of November, 2010

FINAL VOTE ON ADOPTION

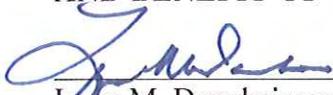
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

CHANGE ORDER NO. 3

TO: Town of Surfside

PROJECT: Town of Surfside Community Center Project No. CC5355

CONTRACTOR: WEST CONSTRUCTION, INC.

DATE: October 27, 2010

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on Exhibit "A" (West CPR).

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Agreement. The Contractor acknowledges and agrees that (a) the Guaranteed Maximum Price of \$4,074,525.00 under the Agreement will be changed by this Change Order by the amount shown in Exhibit "A", and (b) the schedule for performance of Work will be unchanged by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

WEST CONSTRUCTION, INC.,
a Florida corporation

TOWN OF SURFSIDE,
a Florida municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Town Manager



Change Proposal Request (CPR)

Project Information	
Project #	10-1068
Title	SURFSIDE COMMUNITY CENTER
Address	9301 COLLINS AVE
City, State, Zip	33154

Change Proposal Request	
CPR #	001
Issue Date	Oct 18, 2010
Subject	Painting of City Hall

Prime Contract Company	
Contact	...
Company	WEST CONSTRUCTION, INC.
Address	318 SOUTH DIXIE HWY. SUITE 4 & 5
City, State, Zip	33460
Phone	561-588-2027
Fax	561-582-9419

Owner	
Contact	PAUL -
Company	TOWN OF SURFSIDE-BLDG DEPT
Address	9293 HARDING AVE
City, State, Zip	33154
Phone	305-861-4863
Fax	

Description of the proposed change:

Paint existing City Hall Building Interior and Exterior unit.

Net Amount of this Proposed Change: \$24,364.23

The Contract Time due to this Change Proposal Request is to be determined at a later date.

This document, when fully executed as accepted, shall constitute authorization to proceed with the work described herein.

Submitted By Response: Accept Do Not Accept
WEST CONSTRUCTION, INC. TOWN OF SURFSIDE-BLDG DEPT
 Company Company

By _____ Date _____ By _____ Date _____

Company Financial and Schedule Impact Details

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	Painting	1	LS	\$21,715.00	\$21,715.00
2	OH&P	1	LS	\$2,171.50	\$2,171.50
3	Bond	1	LS	\$477.73	\$477.73

CPR Financial Impact = \$24,364.23

CC: Change Order file



**Town of Surfside
Town Commission Meeting
November 9, 2010
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

RESOLUTION COVER MEMORANDUM

Title: Ruth K. Broad Bay Harbor K-8 Center Students Residency Requirements Enforcement

Objective: That the Surfside Town Commission approve the enclosed resolution requesting that the Miami-Dade School Board enforce residency requirements of both the Miami-Dade School Board Rules and the Florida Statutes at the Ruth K. Broad Bay Harbor K-8 Center.

Consideration: Several years ago, prior to the opening of new elementary schools in North Miami and Sunny Isles Beach, Ruth K. Broad Bay Harbor Elementary School was severely overcrowded. This condition adversely impacted the administration and students at the Ruth K. Broad Bay Harbor Elementary School. More recently, we are experiencing a trend back towards overcrowding. A contributing factor to the current trend is the registration of students who reside "out-of-district". This circumstance exacerbates the challenges of meeting statutory class size limits which has resulted in combining grades into a single class, shifting of students between classes, etc. Such results are disruptive to the administration and students and are alarming to many parents who have voiced their concerns to elected officials in Surfside. It is also worth noting that Amendment 8 (Revisions to Florida's Class Size Requirements for Public Schools) failed on November 2nd, retaining the class size requirements enacted in 2002.

While the Miami-Dade County School Board has rules that govern registration, there are inadequate resources to effectively enforce the rules. The intent of this resolution is to formally communicate our concerns to the Miami-Dade County School Board and Principal of Ruth K Broad Bay Harbor K-8 Center and to also garner the support of our surrounding communities to do the same. Further, my intent is for Surfside to go beyond simply expressing our displeasure with the current situation by also pledging our support to the Miami-Dade County School Board and Principal of Ruth K Broad Bay Harbor K-8 Center to work cooperatively to remedy a preventable situation. I have shared this resolution with Dr. Martin Karp, our Miami-Dade County School Board representative, and he is supportive of our efforts and has placed a parallel item on the November 24th Miami-Dade County School Board agenda for action by the Miami-Dade County School Board Superintendent to develop an appropriate solution. Dr. Karp plans to speak to this issue at our November 9th Commission Meeting.

In the spirit of full disclosure, I want to remind you that my wife is the PTA president at Ruth K. Broad Bay Harbor K-8 Center and the PTA is also advocating for appropriate enforcement of the Miami-Dade School Board rules related to "out-of-district" students. This fact notwithstanding, the resolution is offered in the interest of Surfside residents and the students attending the Ruth K Broad Bay Harbor K-8 Center.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REQUESTING THAT MIAMI-DADE COUNTY PUBLIC SCHOOLS (MDCPS) ENFORCE THE RESIDENCY REQUIREMENTS FOR STUDENTS ENROLLED AT THE RUTH K. BROAD BAY HARBOR K-8 CENTER AND OFFERING TOWN ASSISTANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, unless a student meets the general regulations pertaining to all transfers pursuant to School Board Rule 5A-1.08 and 5A-1.082 (Student Transfers) of the Miami-Dade County Public Schools (hereinafter "MDCPS"), all public school students are assigned to and required to attend the appropriate school situated in and serving the area where the student resides; and

WHEREAS, it is generally known but not verified that numerous out of area students are assuming the limited capacity of (and may be overextending the maximum class size in violation of Section 1003.03, Florida Statutes) at the Ruth K. Broad K-8 Center where all public school students residing in the Town of Surfside attend; and

WHEREAS, pursuant to Section 1008.32, Florida Statutes (State Board of Education oversight enforcement authority) and accompanying MDCPS Rules effectuating, among other things, the requirements of State law, District Boards are required to ensure compliance with the attendance rules and request and receive information verifying that each student meets the required residency requirements prior to enrollment in each academic year; and

WHEREAS, the Town of Surfside recognizes with budget cuts and reduced staffing, MDCPS may be unable to verify and otherwise ensure that residency

requirements are being met and wishes to offer MDCPS assistance in this regard and recommend a process of verification along with a volunteer effort to assist in this process.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Request to MDCPS and Suggestion of Process for Residency Verification. The Surfside Town Commission approves this resolution requesting the MDCPS enforce residency requirements of both the MDCPS Rules and the Florida Statutes at the Ruth K. Broad Bay Harbor K-8 Center (sometimes referred to as the “School”) and recommends the following cost-effective process be undertaken:

- a. MDCPS should mail a letter specifying the residency requirements to all prospective Ruth K. Broad Bay Harbor K-8 Center students prior to enrolling each academic year with a return address of the School so that the student alleging residing at the address associated with undeliverable mail can be further investigated.
- b. The School, in addition to requiring two proofs of current address, should also impose a requirement of an affidavit executed by the student’s parent(s) affirming that the student lives at the listed address within the school’s attendance boundaries.

- c. The Town will identify volunteers or other resources to assist in this mailing and any other aspect of the process the identifies as requiring volunteer assistance.

Section 3. Expression of Concern and Authorization. The Town Commission hereby expresses its concern regarding the numerous out of area students who may be overextending the maximum class size in violation of Section 1003.03, Florida Statutes at the Ruth K. Broad K-8 Center where all public school students residing in the Town of Surfside attend, and per this Resolution requests the MDCPS enforce residency requirements to ensure compliance with MDCPS attendance rules for the Ruth K. Broad K-8 Center. The Town Manager is hereby authorized and directed to communicate this Commission's request to MDCPS.

Section 4. Direction to the Town Clerk. The Town Clerk is hereby directed to send a certified copy of this resolution to the MDCPS, the municipal clerks of the surrounding communities of Bay Harbor Islands, Bal Harbour, Miami Beach, North Bay Village, Aventura, Miami, North Miami Beach and North Miami and the Principal of Ruth K Broad K-8 Center.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of November, 2010.

Motion by Commissioner _____, second by Commissioner _____.

Resolution No. _____

FINAL VOTE ON ADOPTION

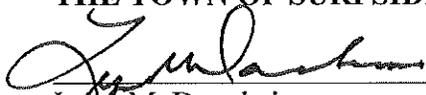
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

Resolution No. _____



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

- Fort Lauderdale Office - 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807
- Palm Beach Office - 560 Village Blvd, Suite 340, West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360

Memorandum

DATE: 11/3/10
TO: Roger M. Carlton, Town Manager
FROM: Chris Giordano, Project Manager
SUBJECT: Special Inspector Services & Construction Material Testing Services
PROJECT: Community Center Project
CC: Paul Gioia, Building Official

Roger,

Per our discussion, I feel that it is in the best interest of the Town to issue Change Order #1 to Nova Environmental Engineering, LLC (Nova) to continue services as the special inspector and add construction material testing to their scope of services for the following reasons:

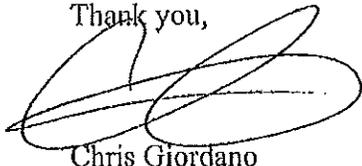
1. Cost Savings
 - a. By utilizing Nova for both the special inspector services and construction material testing, we can save on the number of trips the firm will make to the site. For instance, in some cases the same gentleman can perform multiple duties while on-site, thus reducing the travel time and trip charges.
 - b. I was able to negotiate the minimum charge time with Nova down to 2.5 hours, thus making them more competitive than other firms which quoted 4 hour minimum charges.
 - c. Staff requested bids from three qualified firms and the lowest total cost for both services combined came from Nova.
 - d. After reviewing the proposals it was determined that by utilizing Nova, the Town will save approximately \$4,000 over the closest competitor.
2. Logistics
 - a. All parties on-site (Town and Contractor) have met with Nova's inspector and have approved of his knowledge, skill and workmanship.
 - b. By utilizing one firm for all inspection and testing services it streamlines the inspection scheduling, invoice review and approval, and construction on-site.

Nova has submitted their required paperwork to perform the duties outlined in this scope of work to the Town Building Official. The Building Official has performed his review and determined that Nova has fulfilled all of the requirements to perform these services for the Town.

Finally, I would like to remind you that the cost for the special inspector and construction material testing has always been budgeted within the "soft costs" of the project, thus this change order will not affect the budgeted \$5 million total project cost.

If you have any questions or would like to discuss this further, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Chris Giordano", written over a horizontal line.

Chris Giordano

RESOLUTION NO. 10-___

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING EXECUTION OF NOVA ENGINEERING AND ENVIRONMENTAL, LLC CHANGE ORDER NO. 1 TO CONTINUE SERVICES AS THE SPECIAL INSPECTOR TO PERFORM CONSTRUCTION MATERIALS TESTING SERVICES AS REQUIRED BY THE FLORIDA BUILDING CODE ON THE COMMUNITY CENTER PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 7, 2010, the Town of Surfside contracted with Nova Engineering and Environmental LLC (“Nova”) to perform inspection services as required by the Florida Building Code for the Community Center Project; and

WHEREAS, Nova Change Order No. 1 dated October 20, 2010 acknowledges and agrees that the Not To Exceed Amount of Surfside Purchase Order No.100052 is increased by \$14,060 to continue services as the special inspector to perform construction materials testing services on the Community Center project; and

WHEREAS, the Town Commission has decided it is in the best interest of the Town to accept the Nova’s Change Order No. 1 and authorizes the Town Manager to accept Nova’s Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval.** The Town Commission approves the Nova Change Order No. 1 dated October 20, 2010 attached hereto as Exhibit “A” between the Town of Surfside and

Nova.

Section 3. Authorization. The Town Commission authorizes the Town Manager to execute and do whatever is necessary to effectuate the terms of Nova Change Order No. 1 dated October 20, 2010.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of November, 2010

FINAL VOTE ON ADOPTION

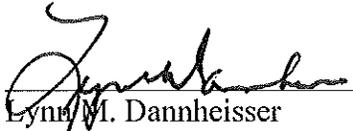
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:



Lynn M. Dannheisser
Town Attorney



13800 NW 14th Street
Suite 130
Sunrise, Florida 33323
954.424.2520 / Fax - 954.424.2580
www.usanova.com

October 20, 2010

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

In Care of: Mr. Chris Giordano

Subject: Proposal to Provide Special Inspection Services
SURFSIDE COMMUNITY & AQUATIC CENTER
9801 Collins Avenue
Surfside, Florida

REQUEST FOR CONTRACT CHANGE ORDER - 02-10-285CO1

Dear Mr. Giordano:

In reference to the Special Inspection Services we are currently providing on your Surfside Community Center project, and pursuant to our previously executed Contract Agreement dated March 22, 2010, it is respectfully requested that we be provided with this Contract Change Order amending the project scope and stipulated fees as follows.

In response to your recent request and revised project requirements, we propose to provide **Special Inspection Services** for the following structural components:

- Reinforcing Steel Placement
- Foundations and Slab on Grade
- Engineered Unit Masonry
- Concrete Monitoring
- Shoring
- Heavy Gage Structural Steel Soffit Framing
- Exterior Soffit Sheathing
- Window and Door Attachments

Offering services nationwide:

Environmental Consulting – Geotechnical Engineering – Construction Materials Testing – Inspection Services
Facility Engineering – Building Envelope Consulting – Loss Prevention – Code Compliance
Municipal Support/Outsourcing – Private Provider Services™

We further request to amend our scope of services to perform **Construction Materials Testing Services** which will include:

SITE PREPARATION:

- Perform laboratory testing of proposed fill soils to determine their suitability, and moisture content versus dry density relationship (i.e. Proctor compaction testing, Atterberg limits determination, and/or sieve analysis, as applicable).
- Provide qualified personnel for observing structural fill placement, and perform field density and moisture content tests at the frequency specified in the project specifications.

STRUCTURAL CONCRETE SAMPLING & TESTING:

- Sample and test freshly mixed concrete, and mold compressive strength cylinders for structural concrete. Testing of the plastic concrete will include measurement of its slump, air content and temperature. Frequency of sampling/testing shall be **one set of 4 cylinders per 50 cubic yards** placed.
- Secure and transport initial field cured samples to our laboratory where they will be stripped, logged, prepped and final cured in a moist room.
- Perform laboratory compressive strength tests on cured concrete cylinders in accordance with specified testing schedule.

MASONRY:

- Confirm that the proper mix number, type, and strength of masonry mortar and grout are being placed at the proper location(s).
- Follow up of the grout placement in the filled cells by sounding the walls with a hammer
- Sample and test freshly mixed grout and mold compressive strength prisms/cubes for structural masonry/grout. Testing of the freshly mixed grout will include measurement of its slump, and temperature, as appropriate. Frequency of testing shall be in accordance with the project specifications.
- Perform laboratory compressive strength tests on cured grout prisms.

We propose to provide the aforementioned services and documentation for the following fees. **It is important to note that the unit costs included in this proposal include all mobilization costs, technician time in the field, sample pickup, laboratory testing, reporting and review time associated with the performance of the proposed tests.**

➤ **SPECIAL INSPECTION SERVICES**

• Special Inspector	74 Inspections @ 60.00/Hr w/2.5 Hr min	\$ 11,100.00
• PM, Project Engineer	7 Hr @ \$ 100.00/Hr	\$ 700.00

ESTIMATED FEES **\$ 11,800.00**

➤ **CONSTRUCTION MATERIALS TESTING SERVICES**

• Densities	30 sets @ \$22.00/set	\$ 660.00
• Modified Soil Proctors	2 tests @ \$85.00/Set	\$ 170.00
• Concrete Cylinders	18 sets @ \$65.00/Set	\$ 1,170.00
• Grout Prisms	4 sets @ \$65.00/Set	\$ 260.00

ESTIMATED FEES **\$ 2,260.00**

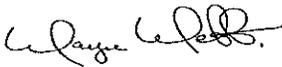
Testing and engineering services requested will generally comply with current ASTM and AASHTO standards, local codes and contract documents.

Experienced Engineering Technician, Inspector or Engineering personnel will be assigned tasks as scheduled by our client and/or the contractor's representative. Please note, we request that 24-hour notice be provided when scheduling our services so that we may efficiently coordinate our staff.

Please acknowledge your acceptance of this Contract Change Order by signing below and returning a copy of this letter to my attention.

We would like to thank you for your cooperation regarding this matter and look forward to our continued association.

Respectfully submitted,
NOVA Engineering and Environmental, LLC



Wayne Webb, P.E.
Geotechnical/CMT Unit Manager



Joe Atria, SI
Branch Manager

Attachment: Professional Services Agreement

**NOVA ENGINEERING AND ENVIRONMENTAL, LLC
PROFESSIONAL SERVICES AGREEMENT**

DATE: October 20, 2010	PROPOSAL NO.: 02-10-285CO1
PROJECT NAME AND ADDRESS SURFSIDE COMMUNITY & AQUATIC CENTER 9801 Collins Avenue Surfside, Florida	CLIENT NAME AND ADDRESS Town of Surfside 9293 Harding Avenue Surfside, FL 33154 I/C/O: Mr. Chris Giordano Phone: (954) 921-7781 Phone: (954) 921-7781
Fees*:	<u>Accepted</u>
SPECIAL INSPECTION SERVICES.	\$ 11,800.00 <input type="checkbox"/>
CONSTRUCTION MATERIALS TESTING	\$ 2,260.00 <input type="checkbox"/>
<i>*for complete pricing information, see text of proposal.</i>	

NOVA will invoice monthly and our payment terms are net 30 days. This change order is valid for 90 days. If this change order is acceptable, please sign and return this Professional Service Agreement via facsimile to (954) 424-2580.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Fed Tax ID:
	Email Address:

SCHEDULE OF FEES

STRUCTURAL

CONCRETE & MASONRY SAMPLING & TESTING	PRICE	UNIT
Concrete/Masonry Technician (Field Sampling and Testing)	\$35.00	HR ⁽³⁾
Laboratory Curing, Preparation and Compressive Strength Testing:		
Concrete Cylinders	\$15.00	CYL
Concrete Compressive Testing (set of 4)	\$65.00	SET
Concrete Beams (Flexural Strength)	\$95.00	EA
Concrete Cores	\$35.00	EA ⁽¹⁾
Grout Cubes	\$10.00	EA
Block Compression Strength Test	\$85.00	EA
Block Absorption Test	\$95.00	EA
Block Prisms	\$95.00	EA
Grout Prisms (set of 3)	\$65.00	SET
Mortar Cubes (set of 6)	\$72.00	SET
Swiss Hammer Test	\$45.00	HR ⁽³⁾
Windsor Probe Test (add \$10.00 Per Shot)	\$45.00	HR ⁽³⁾

STRUCTURAL STEEL AND ROOF TESTING AND INSPECTIONS	PRICE	UNIT
Structural Steel Technician (CWI)	\$85.00	HR ⁽²⁾
Bolt Torque Testing	\$85.00	HR ⁽²⁾
Magnetic Particle Weld NDT	\$85.00	HR ⁽²⁾
Liquid Penetration Weld NDT	\$85.00	HR ⁽²⁾
Roof Pull Test TAS 105 and 106	\$115.00	HR ⁽²⁾

GEOTECHNICAL

SOILS AND ASPHALT SAMPLING & TESTING	PRICE	UNIT
Field Services:		
Inspector or Technician	\$35.00	HR ⁽³⁾
Field Densities	\$22.00	EA ⁽¹⁾
Dynamic Soil Penetrometer (Includes Field Technician)	\$35.00	EA ⁽¹⁾
Laboratory Services:		
Moisture-Density Relationship (Standard Proctor)	\$85.00	EA
Moisture-Density Relationship (Modified Proctor)	\$85.00	EA
Limerock Bearing Ratio Test	\$300.00	EA
Sieve Analysis	\$65.00	EA
Organic Content Test	\$30.00	EA
Asphalt Cores (thickness & density)	\$20.00	EA ⁽¹⁾
Asphalt Extraction and Gradation	\$125.00	EA
Asphalt Marshall Stability & Flow	\$140.00	EA

PROJECT MANAGEMENT & EXPENSES	PRICE	UNIT
Project Engineer/Professional	\$100.00	HR
Staff Engineer/Professional	\$95.00	HR
Special Inspector Field Representative	\$60.00	HR ⁽³⁾
Administrative Staff	\$30.00	HR
Direct Expenses (i.e. coring, surveying equipment, etc.)	Cost plus 15%	
Mileage	\$0.75	Per Mile

- (1) Minimum Charge of 4 tests per site visit
- (2) Minimum Charge of 4 hours per site visit
- (3) Minimum Charge of 2.5 hours per site visit

Note: In addition, a cancellation charge of 1 hour of the personnel time will apply to each scheduled site visit that is cancelled without a four (4) hour advance notice. Premium rate charges will be applicable for services performed outside normal working hours (7:00 a.m. to 5:00 p.m), over 8 hours per day, and on Saturdays, Sundays and holidays at 1.5 times the standard hourly rate for engineers, inspectors and technicians. .

**NOVA ENGINEERING AND ENVIRONMENTAL LLC
GENERAL TERMS AND CONDITIONS**

- 1. SCOPE OF WORK.** NOVA Engineering and Environmental LLC, (the "Company") shall perform the services defined in this Agreement and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). The Company will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by the Company. Client will be invoiced for additional services at the Company's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.
- 2. RIGHT OF ENTRY.** The Client will provide for right of entry of the Company personnel and all necessary equipment to the project site or sites, in order to complete the work.
- 3. INVOICES.** The Company will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. The Company shall furnish insurance certificates, lien waivers, affidavits or other available documents as and when requested by Client provided all amounts due to the Company have been paid. Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay the Company for its services in accordance with the above Agreement, regardless of whether or not he has been paid by his client.
- 4. SAFETY.** The Company is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of the Company, nor the presence of the Company's employees and subcontractors shall be construed to imply the Company has any responsibility for job safety or any activities on site performed by personnel other than the Company's employees or subcontractor.
- 5. STANDARD OF CARE.** Service performed by the Company under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed. No other warranty, expressed or implied, is made, including without limitation, any warranty of fitness for a particular purpose.
- 6. INSURANCE & GENERAL LIABILITY.** The Company represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that the Company has such coverage under public liability and property damage insurance policies which the Company deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by the Company, if procurable, and charged to the Client.
- 7. DISPUTES.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and the Company shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation or arbitration shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 8. DELAYS IN WORK.** In no event, will the Company will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.
- 9. TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, the Company shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of the Company in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from the Company.
- 10. ASSIGNS.** This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the Company may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required, it shall not be unreasonably withheld.
- 11. OWNERSHIP OF DOCUMENTS.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. The Company will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and a administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS. The Company will not be held liable for problems that may occur if the Company's recommendations are not followed.

13. LIMITATION OF LIABILITY. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of the Company in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by the Company under this Agreement. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

14. INDEMNIFICATION BY CLIENT. Client shall indemnify and hold harmless the Company, the Company's affiliates, subsidiaries and clients, and all of their respective directors, officers, employees, managers, members, shareholders and representatives (collectively, the "Indemnitees") from and against all damages, liabilities, losses, damages, costs and expenses (including without limitation, reasonable attorneys fees and costs) (collectively, "Losses"), which any and all such Indemnitees hereafter may suffer or incur in connection with any claim, action, proceeding, or right of action (at law or in equity) (individually and collectively, a "Claim") because of or arising from the acts, omissions, negligence, gross negligence or willful misconduct on the part of Client, or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees (collectively, the "Client Parties"). Recognizing that it may be difficult to allocate total responsibility for a particular act or omission by a Client Party from the work and services being performed by the Company, if any such Losses are caused in whole or in part by any act, omission, or default by the Indemnitees, then the aggregate amount of the Client's (and Client Parties') liability for such Losses shall not exceed the greater of \$250,000 or twelve times the amount of fees charged by the Company for its services under this Agreement (the "Shared Fault Limitation"). The parties agree that the Shared Fault Limitation bears a reasonable commercial relationship to the services provided by the Company and that the Indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, in no event shall any Client Party have any duty of indemnification hereunder for Losses resulting from the gross negligence, or willful, wanton or intentional misconduct, of the Company or its officers, directors, agents or employees. Except as set forth in the preceding sentence, the Company Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any the Company Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of the Company's employees or agents to any hazardous materials at the jobsite.

15. HAZARDOUS MATERIALS. It is acknowledged by both parties that the Company's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event the Company or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of the Company's services, the Company may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

16. SAMPLE DISPOSAL. Unless other arrangements are made, the Company will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by the Company. In addition, Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, the Company shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION. Client acknowledges that it is impossible for the Company to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although the Company will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless the Company from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate the Company for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS. As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement:

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of the Company to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: the Company's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by the Company. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit the Company to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITED LIABILITY COMPANY PROTECTION. It is intended by the parties to this Agreement that the Company's services under this Agreement shall not subject the Company's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered or the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Company, a Delaware limited liability company, and not against any of the Company's employees, shareholders, officers, managers, members or directors.

20. MISCELLANEOUS. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its principles of conflicts of law. **Amendment:** This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto. **Waivers:** The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term. **Severability:** If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby. **Integration:** This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties. **Sovereign Immunity.** In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then the Company (and all the Company Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with the Company and take all necessary and appropriate actions to qualify the Company (and the Company Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.



Town of Surfside Commission Communication

Agenda Item # 5J

Agenda Date: November 9, 2010

Subject: DESIGN-BUILD BID AWARD – 9450 COLLINS AVENUE SURFACE PARKING LOT

Background:

In April 2010, the Town purchased a vacant lot located at 9450 Collins Avenue (immediately south of and adjacent to the metered parking lot east of the post office). The purpose of this acquisition was to develop the 6,750 square foot lot into a metered parking lot that would augment the parking inventory of the business district. Over the past few months the Town Administration has worked on re-zoning the lot as well as developing and advertising a design-build request for proposal (RFP) to obtain bids for building the parking lot.

Analysis:

Approach and process

The design-build approach was chosen because a construction project of this modest size benefits from the efficiency and speed in having one firm complete the design and the construction that follows it. As opposed to the design-bid-build process where one firm is hired to design the project and then the construction goes out to bid and is performed by a different firm, the design-build approach utilizes one firm for the entire process. Having one point of contact for the full duration of the project provides more effective control and tends to entail less conflict and misunderstandings during construction.

The RFP was advertised in the *Daily Business Review* on September 2, 2010 and 12 firms responded initially. The pre-bid conference was held on September 8, 2010 and was attended by four firms, of which one, Lynx Construction LLC presented a timely proposal on September 17, 2010.

Resulting bid

Lynx' bid package is complete, thorough and demonstrates extensive experience in parking lot and garage construction. The total lump sum price for the design and construction is \$82,376. The construction work will include joining the undeveloped lot with the existing metered parking lot to its north and providing all required drainage, lighting, landscaping and signage. The bid submitted also provides separate pricing for two "optional tasks" listed in the RFP that will enhance the adjacent metered parking lot. This work, which is primarily resealing and re-striping the lot, is priced at \$5,850. At this early stage of design staff believes that 14 spaces will be added to the 45 spaces in the existing lot. We will continue to maximize the number of spaces within the limits of landscaping and other requirements.

Agenda Item #

Subject: DESIGN-BUILD BID AWARD – 9450 COLLINS AVENUE SURFACE PARKING LOT

Page 2 of 2

While only one proposal was received, the resulting price for designing and building the surface parking lot is considered highly favorable. The cost estimate provided by the Town's engineers for the entire design-build project was \$92,852. This estimate excluded any optional work on the adjacent parking lot, meaning that the \$82,376 bid submitted by Lynx is \$10,476 below the engineers' estimate. Recent parking lot construction costs researched by the Public Works Department indicate that typical cost per parking space data for small to medium parking lot construction (excluding design) generally fall in the range of \$7,000 to \$9,000 per space. This cost includes drainage, lighting and landscaping. The cost per space information was provided by engineering firms contacted as well as the Miami Parking Authority (MPA) and parking construction contractors that MPA provided as reference. By contrast, the bid submitted by Lynx, after deducting an estimated \$10,700 for design, results in a cost per space of \$5,884 (assuming 14 spaces). This cost per space is well below the minimum of the typical range and clearly indicates that the resulting bid is favorable.

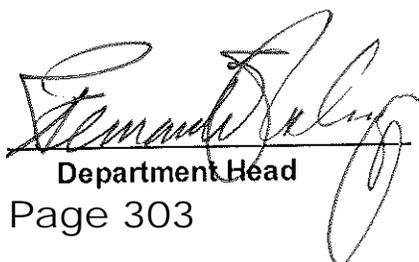
Timeline

As part of its submitted document, the bidder has committed to adhere to the timeline calling for a 90 day substantial completion and 120 day for project closeout.

Budget Impact: Funds to cover the total projected total cost of \$88,226 (including the two optional tasks) will come from the Parking Fund account number 402-9500-545-6310.

Staff Impact: The Public Works Director will coordinate with Lynx and our construction manager for the project to ensure that the design parameters and schedule are developed promptly after award and that the firm provides the required items for Planning and Zoning review tentatively scheduled for November 18, 2010. The cost of all required construction manager activities will be approximately \$6,300 and will also be funded from the Parking Fund account number 402-9500-545-6310.

Recommendation: It is recommended that the Surfside Town Commission approve the attached resolution authorizing the Town of Surfside to award the bid to Lynx Construction Management LLC (key pieces of their proposal are provided in Attachment A). Said award shall be contingent upon the passing, upon second reading at today's Commission Meeting, of the ordinance amending Chapter 90 "Zoning", Article IV, sections titled "Regulated Uses" and "Design Standards"


Department Head


Town Manager

RESOLUTION NO. 10-___

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AWARDED THE DESIGN-BUILD BID TO LYNX CONSTRUCTION LLC FOR THE DESIGN AND CONSTRUCTION OF THE SURFACE PARKING LOT LOCATED AT 9450 COLLINS AVENUE AND TO CREATE A JOINDER BETWEEN THE UNDEVELOPED LOT AND THE EXISTING ADJACENT METERED PARKING LOT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in April 2010, the Town purchased a vacant lot located at 9450 Collins Avenue; and

WHEREAS, the Town Administration advertised a Request For Proposal (RFP) to obtain bids for a design-build project at 9450 Collins Avenue; and

WHEREAS, a number of different firms responded initially to the RFP but ultimately Lynx Construction LLC submitted the sole bid package which Staff found to be complete, thorough and demonstrative of the firm's extensive experience in parking lot and garage construction; and

WHEREAS, the construction work will include joining the undeveloped lot at 9450 Collins Avenue with the existing metered parking lot to its north and provide all required drainage, lighting, landscaping and signage; and

WHEREAS, Lynx's bid provides separate pricing for two "optional tasks" listed in the RFP that will enhance the adjacent metered parking lot to reseal and re-strip the lot and is priced at \$5,850 to add approximately 14 spaces to the 45 spaces in the existing lot; and

WHEREAS, the funds to cover the total projected total cost of \$88,226 (including the two optional tasks) will come from the Parking Fund account number 402-9500-545-6310 (Attachment "A"); and

WHEREAS, the cost of all required construction manager activities will be approximately \$6,300 and will also be funded from the Parking Fund account number 402-9500-545-6310; and

WHEREAS, after reviewing all proposals submitted to the Town and the recommendation of the Selection Committee, the Town Manager recommends the selection of Lynx Construction LLC who was chosen to be the lowest, most responsible, responsive bidder and finds its bid to be in the best interest of the Town; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval. The Town Commission selects Lynx Construction LLC as the General Contractor for the design build for 9450 Collins Avenue surface parking lot and joining the undeveloped lot with the existing metered parking lot.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are hereby authorized to take all steps necessary to complete the negotiation of the Contract by and between Lynx Construction LLC and the Town with the Contract to be subsequently approved by the Town Commission upon its execution by the Contractor.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of November, 2010

FINAL VOTE ON ADOPTION

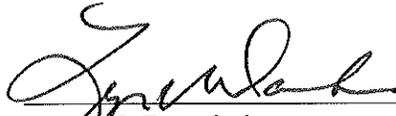
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

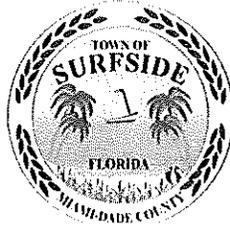
ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney



Town of Surfside Commission Communication

Agenda Item

Agenda Date: November 9, 2010

Subject: DESIGN-BUILD BID AWARD – 9450 COLLINS AVENUE SURFACE PARKING LOT

Background:

In April 2010, the Town purchased a vacant lot located at 9450 Collins Avenue (immediately south of and adjacent to the metered parking lot east of the post office). The purpose of this acquisition was to develop the 6,750 square foot lot into a metered parking lot that would augment the parking inventory of the business district. Over the past few months the Town Administration has worked on re-zoning the lot as well as developing and advertising a design-build request for proposal (RFP) to obtain bids for building the parking lot.

Analysis:

Approach and process

The design-build approach was chosen because a construction project of this modest size benefits from the efficiency and speed in having one firm complete the design and the construction that follows it. As opposed to the design-bid-build process where one firm is hired to design the project and then the construction goes out to bid and is performed by a different firm, the design-build approach utilizes one firm for the entire process. Having one point of contact for the full duration of the project provides more effective control and tends to entail less conflict and misunderstandings during construction.

The RFP was advertised in the *Daily Business Review* on September 2, 2010 and 12 firms responded initially. The pre-bid conference was held on September 8, 2010 and was attended by four firms, of which one, Lynx Construction LLC presented a timely proposal on September 17, 2010.

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Commission Communication – November 9, 2010

Agenda Item #

Subject: DESIGN-BUILD BID AWARD – 9450 COLLINS AVENUE SURFACE PARKING LOT

Page 2 of 2

While only one proposal was received, the resulting price for designing and building the surface parking lot is considered highly favorable. The cost estimate provided by the Town's engineers for the entire design-build project was \$92,852. This estimate excluded any optional work on the adjacent parking lot, meaning that the \$82,376 bid submitted by Lynx is \$10,476 below the engineers' estimate. Recent parking lot construction costs researched by the Public Works Department indicate that typical cost per parking space data for small to medium parking lot construction (excluding design) generally fall in the range of \$7,000 to \$9,000 per space. This cost includes drainage, lighting and landscaping. The cost per space information was provided by engineering firms contacted as well as the Miami Parking Authority (MPA) and parking construction contractors that MPA provided as reference. By contrast, the bid submitted by Lynx, after deducting an estimated \$10,700 for design, results in a cost per space of \$5,884 (assuming 14 spaces). This cost per space is well below the minimum of the typical range and clearly indicates that the resulting bid is favorable.

Timeline

As part of its submitted document, the bidder has committed to adhere to the timeline calling for a 90 day substantial completion and 120 day for project closeout.

Budget Impact: Funds to cover the total projected total cost of \$88,226 (including the two optional tasks) will come from the Parking Fund account number 402-9500-545-6310.

Staff Impact: The Public Works Director will coordinate with Lynx and our construction manager for the project to ensure that the design parameters and schedule are developed promptly after award and that the firm provides the required items for Planning and Zoning review tentatively scheduled for November 18, 2010. The cost of all required construction manager activities will be approximately \$6,300 and will also be funded from the Parking Fund account number 402-9500-545-6310.

Recommendation: It is recommended that the Surfside Town Commission approve the attached resolution authorizing the Town of Surfside to award the bid to Lynx Construction Management LLC (key pieces of their proposal are provided in Attachment A). Said award shall be contingent upon the passing, upon second reading at today's Commission Meeting, of the ordinance amending Chapter 90 "Zoning", Article IV, sections titled "Regulated Uses" and "Design Standards"


Department Head
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Town Manager



Previous Experience

Government Projects done by President of Lynx or Lynx staff (partial list)

\$ 400,000	80 unit multi-family renovation Hunters Ridge Apt's, Texas
\$ 4,300,000	736 unit multi-family renovation Research Park Apt's, Alabama
\$ 2,500,000	458 unit multi-family renovation, parking and roads Riverchase Apt's, Alabama
\$ 7,800,000	1080 unit multi-family renovation, parking and roads Galleria Apt's, Alabama
\$ 1,500,000	Gulldford House Condominium Association, structural restoration and renovation, Florida
\$ 600,000	Falls at Antolne, 300 unit multi-family renovation, Texas
\$ 450,000,000	Alamo Community College Construction Program Management Consultant , Texas
\$ 40,000,000	Phase one, Emerging Technology Center of the Americas, one million SF, 11 story high-rise, parking/infrastructure , Florida
\$ 17,000,000	Fire Safety and Health Department renovations in 200 schools
\$ 7,000,000	Phase 2, Emerging Technology Center of the Americas, classrooms, offices and labs and surface parking
\$ 19,000,000	New Inter-American Campus , MDC complete high-rise office, parking , lab site development
\$ 5,400,000	Kendall Computer Courtyard Remodeling
\$ 23,000,000	North Criminal Justice and / Environmental Science
\$ 5,300,000	North Child Care Training Center and parking
\$ 6,000,000	Wolfson Bldg 5000 Remodeling and Infrastructure
\$ 460,000	Wolfson Thrust Theater
\$ 320,000	Medical Center Library Renovation
\$ 871,205	Medical Center Nursing Lab Renovations
\$ 400,000	Medical Center Dental Hygiene Renovation
\$ 321,177	Medical Center Midwifery & EC/EMS Labs Renovation
\$ 200,000	Inter-American Bridge between Garage and Bldg 1000
\$ 100,000	Inter-American Sprinkler System for Parking Garage
\$ 400,000	Homestead Pressure Cleaning
\$ 2,000,000	North Swim Complex Renovation/Remodeling
\$ 3,000,000	College-wide Life-Safety, Fire Marshal Corrections
\$ 6,200,000	Medical Center Campus Remodeling/Renovation
\$ 6,000,000	North Campus Remodeling/Renovation
\$ 3,100,000	Kendall Campus Remodeling/Renovation
\$ 5,500,000	Wolfson Campus Remodeling/Renovation
\$ 700,000	Homestead Campus Remodeling/Renovation and parking construction
\$ 6,200,000	Collegewide Renovation/Remodeling
\$ 4,700,000	Science Lab Renovation/Remodeling



Parking Projects (partial list)

Project Name	Address	Working Description
Carol City Senior High School Design-Build	3422 NW 187 th Street Miami, Florida 33056	Paving, grading, drainage resurfacing and signage.
Fire Station No. 10 Design-Build	17775 North Bay Road Sunny Isles, Florida 33160	Paving, grading, drainage and signage
St. Jude Church Design-Build	1501 Brickell Avenue Miami, Florida 33129	Paving, drainage and drainage
VPW Ware house Design-Build	4560 S.W. 71 st Avenue Miami, Florida 33155	Paving, grading, drainage, resurfacing and signage.
Galiano Condominium Design-Build	209 SW 5 th Avenue Miami, Florida 33130	Paving, grading drainage and signage
Deerfield Apartments Design-Build	268 NE 14 St. Delray Beach, FL 33444	Paving, grading, drainage, resurfacing and signage.
Office building and surface parking Design-Build 45 Almeria Building	45 Almeria Coral Gables, Fl	Paving, grading, drainage, resurfacing and signage.

Client/Reference List

Name	Term	Scope	Status	EMAIL	TELEPHONE
Jeff Staley CEO Apogee Companies	2 years	Construction/ design-build	Ongoing	jstaley@theapogee companies.com	561-364-2001
Andrew Faulds Director of Development Africa-Israel Group	6 mont hs	Construction	Ongoing	Andrew@africaisra el.us	212-205-1434
Afif Chanouha Team work Construction	2 years	Design build construction	Ongoing	afif@teamworkcon struction.com	305-569-1691
Stephanie Martino Guildford house of Bay Harbor Island President	2 years	Design-Build Construction	Completed	smrizzi@bellsouth. net	305-861-4364



Project Approach

This project will be done on a fast-track basis. Design will start as soon as possible after notice of award (NOA). Demolition and field work will start immediately upon receipt of the demolition permit. Design decisions will be closely coordinated with the Town's personnel. When 60% design is approved the design team will work quickly to complete the plans and deliver them for permitting review as well as any other reviews required by the Town. All permits will be obtained.

Senior construction experts have already reviewed the site with members of our engineering team. After award specific additional investigation will take place under the direction of the Senior Project Manager and the Engineer to determine the sequence of construction and the logistics of the project. Additional soil investigation will be conducted if necessary. A preliminary design approach will be determined and the LCM representative will meet with the Town to get preliminary approval. Design and construction will advance together on a fast-track to ensure timely delivery of the project. All construction will meet Miami-Dade Public Works Department standards and specifications which are incorporated to this RFP by reference. All construction must also meet all applicable Town of Surfside building and zoning ordinance requirements. Any required work within the right of way limits of Collins Avenue shall meet FDOT standards and specifications. When the project is complete As-built drawings will be prepared and sent to the Town.

Coordination with Town

All coordination with the Town will be handled through the Senior Project Manager. Weekly construction meetings will be held to keep the Town and all involved team members aware of the status of the project.

The Town will be provided with the appropriate contact information and a twenty four hour number to call in the event of emergency. To the extent that coordination with DOT is required it will be done by the appropriate Team member under the direction of the Senior Project manager.

As-built drawings will be submitted to the Town as part of the closeout process.

LEED certification of key personnel:

Lynx Construction management is deeply concerned about the local environment and has proven its commitment through LEED certification of key members of the design and construction team. The team is comprised of several LEED AP personnel including **Christopher M. Moran P.E. LEED** and **Sina Malek P.E. LEED**. The involvement of a certified LEED professional on both the construction and design portion of the project will ensure maximum sensitivity to the Environmental concerns. LCM has also assigned an Environmental Project Manager to this site in the event that specific expertise is required to address any issues which may arise.

Design Build
and Improvements

RFP FY 2010-PW 402

FORM 5.02

PROPOSAL FORM

DESIGN BUILD SERVICES FOR
222 95th STREET PARKING AREA EXPANSION & IMPROVEMENTS
SHEET 2 OF 3

Base Bid

For Design Build services required to complete an expansion of the existing parking area located at 222 95 Street including but not limited to: development of adjacent lot located at 9540 Collins Avenue as an expanded parking facility meeting ADA requirements, removal of existing curbs and CBS wall as required to provide interconnecting access, installation of landscaping to meet the Town's requirements, installation of storm water drainage as required, installation of lighting, possible resealing and restriping of existing pavement (9450 Collins), and installation of two (2) solar powered multi-space pay stations to be provided by the Town:

Lump Sum Amount: Eighty two thousand three hundred seventy-six Dollars
\$ 82,376.00

Alternate 1 (Optional)

Additional cost to reseal and re-stripe the existing pavement:

Lump Sum Amount: Four thousand ninety-five Dollars
\$ 4,095.00

Alternate 2 (Optional)

Additional cost to pressure wash and paint existing curb areas as directed by the Public Works Department:

Lump Sum Amount: One thousand seven hundred fifty-five Dollars
\$ 1,755.00

GRAND TOTAL (BASE BID AND ALTERNATE ITEMS)

Lump Sum Amount: Eighty eight thousand two hundred twenty-six Dollars
\$ 88,226.00



Town of Surfside Commission Communication

Agenda Item # 5K1 & 5K2

Agenda Date: November 9, 2010

Subject: ARCHITECTURAL AND ENGINEERING SERVICES – PRE-QUALIFIED FIRMS AWARD

Background:

Over the past three years the Town has employed the services of Calvin Giordano and Associates for its Public Works and Building Department requirements. There has been growing interest on the part of the Commission and Administration in expanding the number of engineering firms as well as retaining architectural services firms for the Town's current and future architectural needs. Multiple benefits result from retaining several firms, including access to more specialized expertise and more competitive pricing. For this reason, a number of municipalities have opted to retain a group of A/E firms rather than relying on one firm for all A/E services. The Administration developed a Request for Qualifications (RFQ) for architectural and engineering firms and advertised same on September 16, 2010 in the *Daily Business Review*.

Analysis:

Seven architectural firms and 12 engineering firms responded to the RFQ. A Selection Committee was appointed by the Town Manager. The Committee was comprised of staff members Paul Gioia, Tim Milian and Fernando Rodriguez and Town residents and/or board members Jorge Gutierrez and Elizabeth Ogden. After reviewing the qualification statements, the Selection Committee arrived at a short list of six architectural firms and nine engineering firms. These firms provided brief presentations to the Selection Committee on October 27, 2010. Cut-off point scores were established at both the written and oral reviews. After evaluating both the written and oral presentations the Selection Committee recommended the following firms for award in rank order:

ENGINEERING

1. ADA Engineering, Inc.
2. C3TS
3. FTE Inc.
4. Fraga Engineers, LLC
5. TY Lin International
6. Wolfberg Alvarez & Partners

ARCHITECTURAL

1. Bermello Ajamil and Partners Inc.
2. Silva Architects, LLC
3. Sixto Architect Inc.
4. Wolfberg Alvarez & Partners

\continued...

Agenda Item #

Subject: ARCHITECTURAL AND ENGINEERING SERVICES – PRE-QUALIFIED FIRMS AWARD

Page 2 of 2

Should the Town Commission accept the recommendation of the Selection Committee and the Town Manager, a template contract to be entered into with all firms will be presented for your approval at the December, 2010 Town Commission meeting. The engineering firms selected collectively provide the full range of services that the Town requires, including civil/roadway, drainage, structural, environmental, mechanical/electrical/plumbing and traffic engineering. For any current or future A/E projects or service needs, the Town will seek proposals from the pre-qualified firms. If funds are available for this work, award will then occur based predominantly on price and secondarily on workload and ability to complete in a timely basis. A quarterly report will be made to the Town Commission regarding the distribution of the work, cost and performance evaluation. It should also be clear that major contracts such as the Community Center or the water, sewer and drainage project will be separately procured.

Budget Impact: To be determined. The Town's engineering services requirements that are ongoing are included in the FY2010-11 operating budget.

Staff Impact: None.

Recommendation: It is recommended that the Surfside Town Commission approve the attached resolution accepting the recommendation of the Selection Committee and authorizing entering into the agreements once the template is approved during the December Town Commission Meeting.



Department Head
Page 314



Town Manager

RESOLUTION NO. - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING FOUR (4) ARCHITECTURAL FIRMS TO PERFORM ARCHITECTURAL SERVICES FOR THE TOWN, IN RESPONSE TO RFQ NO.11-01; AUTHORIZING THE TOWN MANAGER OR HIS/HER DESIGNEE TO ENTER INTO A CONTINUING CONSULTANT AGREEMENT THE FORM AND CONTENT OF WHICH SHALL SUBSTANTIALLY CONFORM TO THE AGREEMENT CONTAINED IN EXHIBIT "A" WITH SAID ARCHITECTURAL FIRMS PROVIDED SAID AGREEMENTS ARE APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE TOWN ATTORNEY; FURTHER AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside, Florida issued Request for Qualifications No. 11-01 General Architectural Services for the provision of general architectural services to the Town; and

WHEREAS, the Town received seven (7) responses to said RFQ, which have been reviewed by staff; and

WHEREAS, staff recommends the following short list of Architectural firms to be called upon within the Manager's discretion:

1. Bermello Ajamil and Partners Inc.
2. Silva Architects, LLC
3. Sixto Architect Inc.
4. Wolfberg Alvarez & Partners

WHEREAS, the Town desires to use these firms for the provision of architectural services; and

WHEREAS, the Town wishes to enter into a continuing consulting agreement with the selected architectural firms for the purpose of providing on-call architectural services for various projects that may arise throughout the year; and

WHEREAS, each architectural firm shall submit work authorizations to the Town for any architectural services to be performed, prior to the delivery of such services.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Firms Selected. The Town Commission hereby selects the following architectural firms to provide architectural services for the Town:

1. Bermello Ajamil and Partners Inc.
2. Silva Architects, LLC
3. Sixto Architect Inc.
4. Wolfberg Alvarez & Partners

Section 2. Authorization of Town Manager. The Town Commission hereby authorizes the Town Manager or his/her designee to enter into a continuing consulting agreement with selected firms, in substantially the same form as the agreement attached as Exhibit "A" provided said agreements are approved as to form and legal sufficiency by the Town Attorney.

Section 3. Further Authorization of Town Manager. The Town Manager is hereby authorized to do all things necessary to effectuate this Resolution.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 9th day of November, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

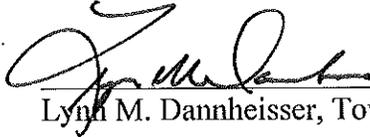
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Deborah Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

EXHIBIT "A"
AGREEMENT
BETWEEN THE TOWN OF SURFSIDE
AND

This AGREEMENT, made and entered into by and between the Town of Surfside, a Florida municipality (hereinafter referred to as the "TOWN") and _____, (hereinafter referred to as the "CONSULTANT").

1. SCOPE OF SERVICES

Pursuant to this Agreement, if Engineering, the Engineering Scope of Services may include, but is not limited to, the following tasks: Survey; Geotechnical; Structural; Environmental; Traffic; Landscape Architecture; Construction Management; Construction Inspection; Construction Testing; Electrical; Hurricane Recovery and Debris Monitoring Services; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (shop drawing review and responses to Request for Information); and Bid Administration (selection and letting) or other work as may be necessary to accomplish the projects for which services are requested by the TOWN.

Pursuant to this Agreement, if Architectural, the Architectural Scope of Services may include, but not limited to, the following tasks: Design; Reports; Analysis; Graphic Conceptual Drawings; Color Selection and Coordination; Inspection; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (submittal review and responses to Request for Information); and Landscaping Layout and Design or other work as may be necessary to accomplish the Projects for which services are requested by TOWN.

This Agreement is made for the purpose of establishing the working relationship, terms and conditions between the parties on projects for which the CONSULTANT is requested by TOWN to perform professional services and the CONSULTANT agrees to perform those services for TOWN subject to the terms and conditions contained herein. Each specific project assignment or request for services will be initiated in writing by TOWN to CONSULTANT and will include a description of the project's concept.

Prior to the commencement of any work by the CONSULTANT, the TOWN and the CONSULTANT will agree upon a written scope of services prepared by the CONSULTANT which will include a detailed schedule of the services to be performed, appropriate project schedules, fee amount and payment method. In the performance of the services prescribed herein, it shall be the responsibility of the CONSULTANT to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said services. The Town Commission of TOWN shall review the scope of services as agreed upon by TOWN and CONSULTANT and, if approved, shall issue a written notification to the CONSULTANT of such approval ("Notice to Proceed"). Such Notice to Proceed shall constitute authorization for work by the CONSULTANT to begin.

2. CHANGES IN THE WORK

- A. The intent of the Agreement is for the CONSULTANT to provide such basic services, and to include all necessary items for the proper completion of such services for a functional project which, when constructed in accordance with the design, will be able to be used by the TOWN for its intended purpose. The CONSULTANT shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.
- B. The TOWN and the CONSULTANT may make additions to the scope of work by mutual written agreement only. Any material change in the scope of service and any change in the fee due the CONSULTANT must be approved by the Town Commission. The TOWN may rescind work previously ordered by written instructions to the CONSULTANT. In the event of any such rescission by the TOWN, the CONSULTANT shall be entitled to receive the amount due it for such services rendered hereunder prior to the date of such rescission. The provisions of this Agreement, with appropriate changes in the CONSULTANT'S compensation and project schedule, shall apply to all modifications in work ordered.
- C. In emergency situations, as determined by TOWN, the TOWN reserves the right to issue verbal authorization to the CONSULTANT with the understanding that a cost and scope of services proposal shall be issued immediately thereafter for approval.

3. SUB-CONSULTANTS

All services provided by the Sub-consultants shall be pursuant to appropriate agreements between the CONSULTANT and Sub-consultant which shall contain provisions that preserve and protect the rights of the TOWN and the CONSULTANT under this Agreement, and which impose no responsibilities or liabilities on the TOWN except as herein provided. Any approval of a Sub-consultant by the TOWN shall not in any way shift the responsibility for the quality and acceptability by the TOWN of the services performed by the Sub-consultant from the CONSULTANT to the TOWN. The CONSULTANT shall cause the names of Sub-consultants responsible for significant portions of the services to be inserted on the Plans and Specifications, subject to the approval of the TOWN. The CONSULTANT with the TOWN'S approval, may employ specialty consultants to assist the CONSULTANT performing specialized services.

4. AMENDMENTS

This agreement shall not be amended, changed, modified, transferred or otherwise altered in any particular manner, at any time after the execution hereof, except by the Town Manager or by appropriate resolution of the Town Commission. The TOWN may, from time to time, make amendments or modifications to this Agreement to comply with current needs of the TOWN. All such amendments shall be presented in writing and executed by both parties. The failure or refusal by the CONSULTANT to execute a modification may result in the CONSULTANT'S removal from consideration for future work.

5. PERIOD OF SERVICE

This Agreement is effective on _____, 2010 and shall continue for a period of one (1) years from the effective date, unless terminated earlier in accordance with Section 10 of this agreement. The Agreement may be extended in its original form for a one year

period by a written agreement executed by both parties. The agreement may be extended with amended salary schedule (Exhibit B) or other amendments for a one (1) year period upon approval of the town commission.

6. PAYMENT FOR SERVICE

Payment for services will be subject to the specific terms of each assignment as authorized by a Notice to Proceed, and will be made by the TOWN in accordance with the PROMPT PAYMENT ACT. In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT in writing within fifteen (15) calendar days of receipt of the invoice of such objection, modification, or additional documentation request. The CONSULTANT shall provide TOWN with additional backup documentation within five (5) working days of the date of the TOWN's notice. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The TOWN's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Town Commission.

7. BILLING PROCEDURE

In order to expedite payment to the CONSULTANT, invoices shall be submitted to the TOWN each month detailing separately the charges for each assignment as authorized by a Notice to Proceed. In order for both parties herein to close their books and records, the CONSULTANT will clearly state "FINAL INVOICE" on the CONSULTANT's final/last billing to the TOWN. Since this account thereupon will be closed, any additional charges, if not properly included on this final invoice, are waived by the CONSULTANT.

Invoices shall include the following information:

Hourly Rate Basis - If payment is made on the hourly rate basis, the hourly rates will be billed in accordance with the rate schedule provided in Exhibit B. The hourly rate schedule will be subject to review and amendment based on mutual agreement by both parties upon each one-year anniversary thereafter.

1. Time period
2. Current Amount Due
3. Schedule of Reimbursable Expenses
4. Schedule of Labor Charges
5. Billed to Date Amounts

No supporting documents will be provided unless specifically requested by the TOWN.

Lump Sum

1. Time Period
2. Percentage Completion to Date
3. Prior Billings
4. Current Amount Due
5. Billed to Date Amounts

No supporting documents will be provided unless specifically requested by the TOWN.

8. MISCELLANEOUS

Nothing contained in this Agreement shall prevent the TOWN from retaining or employing another firm to provide the service that may be provided by the CONSULTANT under this Agreement for a project or projects. Nothing contained herein guarantees the CONSULTANT any certain amount of work or compensation.

9. AUDIT

The CONSULTANT shall make available to the TOWN of its representative all required financial records associated with the Agreement for a period of three (3) years. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries. Refusal of the CONSULTANT to comply with this provision shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Project Agreement.

10. OWNERSHIP OF DOCUMENTS

The parties agree generally that all documentation and work product produced pursuant to this Agreement shall become the exclusive property of the TOWN and shall be provided to the TOWN upon request. Specifically:

1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the TOWN or furnished by CONSULTANT pursuant to this or any Project Agreement shall become the property of the TOWN, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to TOWN within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT use, or permit to be used, any of the documents without the TOWN'S prior written authorization. Any reuse of such documents by the CONSULTANT without the written verification or adaptation by the TOWN for the specific purpose intended will be at the CONSULTANT's sole risk.

2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the CONSULTANT for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.

3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

11. CONFIDENTIALITY

The CONSULTANT shall not, either during the term of this Agreement or any time for a period of ten (10) years subsequent to that date upon which the CONSULTANT shall leave the employment of the TOWN for any reason whatsoever, disclose to any person or entity, other than in the discharge of the duties of the CONSULTANT under this Agreement, any information which the TOWN designates in writing as "confidential." As a violation by the CONSULTANT of the provisions of this section could cause irreparable injury to the TOWN and there is no adequate remedy at law for such violation, the TOWN shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the CONSULTANT from violating such provisions.

12. GOVERNING LAW

The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any legal action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, Florida.

13. DISPUTE RESOLUTION

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedure, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida.

14. ATTORNEY'S FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable litigation costs and attorneys' fees and other related expenses including those incurred in any appeal. If neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as be determined by the court on confirmation.

15. TERMINATION OF CONTRACT

It is agreed and acknowledged by each of the parties hereto that the execution of this Agreement shall not be construed as a commitment or obligation by the TOWN to contract any services from the CONSULTANT or to continue the employment of the CONSULTANT hereunder.

- A. **TERMINATION – Without Cause** – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.
- B. **TERMINATION – With Cause** – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.
- C. **TERMINATION - Insolvency/Transfer of Ownership** - This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR. The TOWN also reserves the right to terminate the remaining services to be performed in the event the CONSULTANT is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORS in the transition.

16. DEFAULT

An event of default shall mean a breach and failure to substantially perform as set forth in Paragraph 15 B. above of this Agreement by CONSULTANT as determined by the sole discretion of the TOWN. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on a timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- CONSULTANT has failed to fulfill representations made in this Agreement; or
- CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

In the event of default, CONSULTANT shall be liable for all damages to the TOWN and others resulting from the default, including but not limited to:

- Lost funding
- The difference between the cost associated with procuring services and the amount actually expended by TOWN, including procurement and administrative costs, and

- Consequential damages.

TOWN may take advantage of each and every remedy specifically existing at law or in equity.

17. DELAY IN PERFORMANCE

If the CONSULTANT is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the CONSULTANT shall request a time extension from the TOWN within five (5) working days of said force majeure or inevitable accident or occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the CONSULTANT for extra compensation unless additional services are required. Force majeure shall mean an act of God, epidemic, fire, explosion, hurricane, flood, or similar occurrence, civil disturbance or similar occurrence, which has had, or reasonable be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of Sub-consultants/sub-contracts, etc.

18. NON-DISCRIMINATION

The CONSULTANT agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Order 11375 and 12086.

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The CONSULTANT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this non-discrimination clause.

The CONSULTANT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

19. CONFLICT OF INTEREST/CODE OF ETHICS

To avoid any conflicts of interest, or any appearance thereof, CONSULTANT, for the term of this Agreement, agrees that it will not represent any private sector entities (developers, corporations, real estate investors, etc.) in Surfside, Florida, without first

notifying the TOWN of the services to be performed. If after such notification the TOWN reasonable determines that material conflict exists, CONSULTANT will not perform such conflicting work. The conditions and requirements of this paragraph will also apply to any subcontractors utilized by the CONSULTANT in completion of the work tasks under this Agreement. CONSULTANT shall comply with all applicable Conflict of Interest provisions of State of Florida Statutes, Miami-Dade County Code, and Surfside Code. The code of ethics of the involved profession shall also be incorporated in this Agreement by this reference.

20. INSURANCE

The CONSULTANT shall, at its sole cost and expense, maintain Professional Liability and Errors and Omissions Insurance with coverage in such amounts as listed in Exhibit A.

The CONSULTANT has and will maintain insurance, including workmen's compensation, comprehensive general liability, and comprehensive automobile liability and property damage insurance.

The attached Exhibit A identifies the coverage and limits of insurance applicable to this Agreement, and fully incorporated herein by reference. Insurance required of the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the TOWN. Such insurance shall not diminish CONSULTANT's indemnification and obligations hereunder. The insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida with a minimum A.M. Best's Insurance Guide rating of A-Excellent. **Before any work under this Agreement is performed, and at any time upon request, CONSULTANT shall furnish to the TOWN certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the TOWN named as additional insured except for Professional Liability and Worker's Compensation.** All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the TOWN. All certificates of insurance shall provide that the policies may not be cancelled or altered without thirty (30) days prior notice to the TOWN. CONSULTANT shall also require and ensure that each of its sub-Consultants providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limitations specified herein. **ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.**

21. ASSIGNMENTS

This Agreement shall be binding upon and shall inure to the benefit of the TOWN and to any and all of its successors and assigns, whether by merger, consolidation, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this Agreement is personal to the CONSULTANT and it may not, either directly or indirectly, assign its rights or delegate its obligations to TOWN hereunder without first obtaining the TOWN'S consent in writing. Any such attempted assignment of delegation shall be deemed of no legal force and effect whatsoever.

22. INDEPENDENT CONTRACTOR

The CONSULTANT is providing the services to be performed hereunder as an independent contractor and nothing in this Agreement shall be construed to constitute any other relationship between the TOWN and the CONSULTANT. The CONSULTANT shall at all times maintain exclusive direction and control over the CONSULTANT'S employees, methods, equipment and facilities used by the CONSULTANT in the performance of its work. The CONSULTANT is responsible for all applicable employment and income taxes related to the performance of its services, and the CONSULTANT agrees to hold harmless the TOWN from any claims for payment of said obligations.

23. NOTICES

Any notices required hereunder shall be in writing and shall be deemed duly given on the date of mailing if deposited in the United States Postal Service, certified mail, return receipt requested, in a properly sealed and postage prepaid envelope, addressed as follows:

<p>If to the TOWN at:</p> <p>Roger M. Carlton, Town Manager Town of Surfside 9293 Harding Avenue Surfside, Florida 33154</p>	<p>If to the CONSULTANT at:</p> <p>_____</p> <p>_____</p> <p>_____, Florida</p> <p>_____</p>
--	---

And

<p>Lynn Dannheisser, Town Attorney Town of Surfside 9293 Harding Avenue Surfside, Florida 33154</p>	<p>_____</p>
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24. NON-EXCLUSIVITY

Notwithstanding any provision of the Non-Exclusive Agreement, the TOWN is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional, or other Consultant to perform any incidental Basic Services, Additional Services, or other Professional Services within the contract limits defined in the Agreement. The

CONSULTANT shall have no claim against the TOWN as a result of the TOWN electing to retain or utilize such other Architect, Engineer, Design Professional or other Consultant to perform such incidental services.

25. PERMITS AND APPROVALS

The CONSULTANT shall assist the TOWN in applying for all applicable permits and approvals required by law and/or regulatory authorities for projects for which the CONSULTANTS services are engaged. This assistance includes completing and submitting designs, drawings, dialogue and forms relating to the work included in the scope of services and as necessary for the issuance of the permit or approval.

26. RECORD DOCUMENTS

The CONSULTANT shall prepare and deliver to the TOWN one electronic set and one reproducible drawing set of Record Documents conforming to the marked-up prints, drawings and other data furnished to the CONSULTANT by the contractor upon completion of the work. This set of Record Documents will show the reported location of the project and significant changes made during the construction process.

27. SEVERABILITY AND SURVIVAL

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all remaining provisions shall continue in full force and effect.

28. SHOP DRAWING REVIEW

The CONSULTANT shall review and approve contractor submittals, such as shop drawings, product data, samples and other data, as required by the CONSULTANT, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT'S judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the contract documents not brought to the attention of the CONSULTANT in writing by the contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received. Provided, however, the CONSULTANT will perform the duties assigned to it in any contract entered into by the TOWN with a contractor, but only to the extent such duties are expressly contained in this Agreement or amendment thereto. The CONSULTANT shall have no authority to vary the requirements of any construction contract or approve any extra

work, change order or request for extra compensation without the written approval of the TOWN.

29. WARRANTIES AND GUARANTEES

The CONSULTANT is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement including the work performed by its agents, partners, principals, officers, employees, instrumentalities and Sub-consultants, within the specified time period and specified cost. The CONSULTANT shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The CONSULTANT is responsible for, and represents that the work conforms to the TOWN'S requirements as set forth in the Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by CONSULTANTS negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The CONSULTANT shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient CONSULTANT services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the CONSULTANT or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the TOWN'S rights under the Agreement or of any cause of action arising out of performance of the Agreement. The CONSULTANT and its Sub-consultants shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or its Sub-consultants to comply with the terms and conditions of the Agreement or by the CONSULTANT's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the CONSULTANT shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work. The CONSULTANT agrees to transfer to the TOWN any manufacturer's warranties or guarantees for component parts of any project completed for TOWN.

30. PERFORMANCE OF WORK

The Consultant shall use its best efforts, skill and judgment in providing its services under this agreement and to perform its services in the best and most expeditious and economical manner. CONSULTANT shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONSULTANT.

If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided engineering services under a prior Project Agreement, it is

determined that the CONSULTANT's documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the TOWN, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursement to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise. Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

CONSULTANT's obligations under this Paragraph shall survive termination of this or any Project Agreement.

31. TIME IS OF THE ESSENCE

Time is of the essence for all of the CONSULTANT's obligations pursuant to this Agreement.

32. HOLD HARMLESS

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the TOWN and its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its employees, agents, officers, subconsultants and other persons employed or utilized by the CONSULTANT in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with Section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which the Consultant provided services be hereby amended to include the foregoing indemnification. The CONSULTANT expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.08 Florida Statutes, or is unenforceable pursuant to Section 725.08, Florida Statutes.

This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. This indemnification provision shall include claims made by an employee of the CONSULTANT against the TOWN and the CONSULTANT waives any entitlement to immunity under Section 440.11, Florida Statutes, only as to such indemnification claims by the TOWN against the CONSULTANT. This indemnification provision shall survive the termination of this agreement however terminated.

33. ENTIRE AGREEMENT

This Agreement, along with Exhibits A and B, supersedes any and all prior negotiations and oral agreements heretofore made relating to the subject matter hereof and except for written agreements if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

34. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

35. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this, the _____ day of _____, 2010.

CONSULTANT

Firm: _____.

By: _____

_____, P.E.

Title

ATTEST:

By: _____

Title: _____

TOWN

THE TOWN OF SURFSIDE

By: _____

Title: _____

ATTEST

By: _____

Title: _____

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

CONSULTANTS INSURANCE REQUIREMENTS

Workers Compensation - Statutory Limit

Employer Liability - \$1,000,000/Accident-Bodily Injury
\$ 500,000/Policy Limit - Disease
\$1,000,000/Employee - Disease

Auto Liability - \$ 500,000/Property Damage CSL
\$ 500,000/Bodily Injury CSL

General Liability - \$1,000,000 per occurrence

Professional Liability - \$1,000,000 Aggregate

EXHIBIT B

DESCRIPTION OF COMPENSATION FOR ENGINEERING SERVICES

I. This Exhibit is attached to and made a part of the Agreement made on _____, 2010 between the **Town of Surfside (the TOWN)** and _____, **Inc. (the CONSULTANT)** providing for planning, surveying, engineering design, construction administration and site observation. Compensation for services requested and authorized by the TOWN will be based on the hourly rate schedule provided below:

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING FIVE (5) ENGINEERING FIRMS TO PERFORM GENERAL ENGINEERING, STRUCTURAL, GEOTECHNICAL, TRAFFIC SERVICES FOR THE TOWN IN RESPONSE TO RFQ NO. 11-02; AUTHORIZING THE TOWN MANAGER OR HIS/HER DESIGNEE TO ENTER INTO CONTINUING CONSULTANT AGREEMENTS THE FORM AND CONTENT OF WHICH SHALL SUBSTANTIALLY CONFORM TO THE AGREEMENT CONTAINED IN EXHIBIT "A", PROVIDED SAID AGREEMENTS ARE APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE TOWN ATTORNEY; FURTHER AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THE TERMS OF THIS THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside, Florida issued Request for Qualifications No. 11-02 General Engineering Consultants to perform engineering, structural, geotechnical, traffic services for the Town; and

WHEREAS, the Town has received twelve (12) responses to said RFQ, which have been reviewed by staff; and

WHEREAS, staff recommends the following short list of firms to be called upon within the Manager's discretion:

1. ADA Engineering, Inc.
2. C3TS
3. FTE Inc.
4. Fraga Engineers, LLC
5. TY Lin International
6. Wolfberg Alvarez & Partners

WHEREAS, the Town desires to use these engineering firms for the provision of engineering, structural, geotechnical, traffic services; and

WHEREAS, the Town wishes to enter into continuing consulting agreements with the selected engineering firms for the purpose of providing on-call engineering services for various projects that may arise throughout the year; and

WHEREAS, each engineering firm shall submit work authorizations to the Town for any engineering services to be performed, prior to the delivery of such services.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Firms Selected. The Town Commission hereby selects the following the engineering firms to perform general engineering services for the Town:

1. ADA Engineering, Inc.
2. C3TS
3. FTE Inc.
4. Fraga Engineers, LLC
5. TY Lin International
6. Wolfberg Alvarez & Partners

Section 2. Authorization of Town Manager. The Town Commission hereby authorizes the Town Manager or his/her designee to enter into continuing consulting agreements with said selected general engineering firms, , in substantially the same form as the agreement attached as Exhibit "A" provided said agreements are approved as to form and legal sufficiency by the Town Attorney.

Section 3. Further Authorization of Town Manager. The Town Manager is hereby authorized to do all things necessary to effectuate this Resolution.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 9th day of November, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

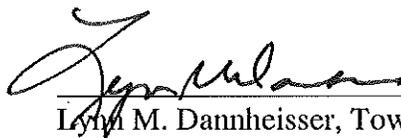
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Deborah Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

EXHIBIT "A"
AGREEMENT
BETWEEN THE TOWN OF SURFSIDE
AND

This AGREEMENT, made and entered into by and between the Town of Surfside, a Florida municipality (hereinafter referred to as the "TOWN") and _____, (hereinafter referred to as the "CONSULTANT").

1. SCOPE OF SERVICES

Pursuant to this Agreement, if Engineering, the Engineering Scope of Services may include, but is not limited to, the following tasks: Survey; Geotechnical; Structural; Environmental; Traffic; Landscape Architecture; Construction Management; Construction Inspection; Construction Testing; Electrical; Hurricane Recovery and Debris Monitoring Services; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (shop drawing review and responses to Request for Information); and Bid Administration (selection and letting) or other work as may be necessary to accomplish the projects for which services are requested by the TOWN.

Pursuant to this Agreement, if Architectural, the Architectural Scope of Services may include, but not limited to, the following tasks: Design; Reports; Analysis; Graphic Conceptual Drawings; Color Selection and Coordination; Inspection; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (submittal review and responses to Request for Information); and Landscaping Layout and Design or other work as may be necessary to accomplish the Projects for which services are requested by TOWN.

This Agreement is made for the purpose of establishing the working relationship, terms and conditions between the parties on projects for which the CONSULTANT is requested by TOWN to perform professional services and the CONSULTANT agrees to perform those services for TOWN subject to the terms and conditions contained herein. Each specific project assignment or request for services will be initiated in writing by TOWN to CONSULTANT and will include a description of the project's concept.

Prior to the commencement of any work by the CONSULTANT, the TOWN and the CONSULTANT will agree upon a written scope of services prepared by the CONSULTANT which will include a detailed schedule of the services to be performed, appropriate project schedules, fee amount and payment method. In the performance of the services prescribed herein, it shall be the responsibility of the CONSULTANT to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said services. The Town Commission of TOWN shall review the scope of services as agreed upon by TOWN and CONSULTANT and, if approved, shall issue a written notification to the CONSULTANT of such approval ("Notice to Proceed"). Such Notice to Proceed shall constitute authorization for work by the CONSULTANT to begin.

2. CHANGES IN THE WORK

- A. The intent of the Agreement is for the CONSULTANT to provide such basic services, and to include all necessary items for the proper completion of such services for a functional project which, when constructed in accordance with the design, will be able to be used by the TOWN for its intended purpose. The CONSULTANT shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.
- B. The TOWN and the CONSULTANT may make additions to the scope of work by mutual written agreement only. Any material change in the scope of service and any change in the fee due the CONSULTANT must be approved by the Town Commission. The TOWN may rescind work previously ordered by written instructions to the CONSULTANT. In the event of any such rescission by the TOWN, the CONSULTANT shall be entitled to receive the amount due it for such services rendered hereunder prior to the date of such rescission. The provisions of this Agreement, with appropriate changes in the CONSULTANT'S compensation and project schedule, shall apply to all modifications in work ordered.
- C. In emergency situations, as determined by TOWN, the TOWN reserves the right to issue verbal authorization to the CONSULTANT with the understanding that a cost and scope of services proposal shall be issued immediately thereafter for approval.

3. SUB-CONSULTANTS

All services provided by the Sub-consultants shall be pursuant to appropriate agreements between the CONSULTANT and Sub-consultant which shall contain provisions that preserve and protect the rights of the TOWN and the CONSULTANT under this Agreement, and which impose no responsibilities or liabilities on the TOWN except as herein provided. Any approval of a Sub-consultant by the TOWN shall not in any way shift the responsibility for the quality and acceptability by the TOWN of the services performed by the Sub-consultant from the CONSULTANT to the TOWN. The CONSULTANT shall cause the names of Sub-consultants responsible for significant portions of the services to be inserted on the Plans and Specifications, subject to the approval of the TOWN. The CONSULTANT with the TOWN'S approval, may employ specialty consultants to assist the CONSULTANT performing specialized services.

4. AMENDMENTS

This agreement shall not be amended, changed, modified, transferred or otherwise altered in any particular manner, at any time after the execution hereof, except by the Town Manager or by appropriate resolution of the Town Commission. The TOWN may, from time to time, make amendments or modifications to this Agreement to comply with current needs of the TOWN. All such amendments shall be presented in writing and executed by both parties. The failure or refusal by the CONSULTANT to execute a modification may result in the CONSULTANT'S removal from consideration for future work.

5. PERIOD OF SERVICE

This Agreement is effective on _____, 2010 and shall continue for a period

of one (1) years from the effective date, unless terminated earlier in accordance with Section 10 of this agreement. The Agreement may be extended in its original form for a one year period by a written agreement executed by both parties. The agreement may be extended with amended salary schedule (Exhibit B) or other amendments for a one (1) year period upon approval of the town commission.

6. PAYMENT FOR SERVICE

Payment for services will be subject to the specific terms of each assignment as authorized by a Notice to Proceed, and will be made by the TOWN in accordance with the PROMPT PAYMENT ACT. In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT in writing within fifteen (15) calendar days of receipt of the invoice of such objection, modification, or additional documentation request. The CONSULTANT shall provide TOWN with additional backup documentation within five (5) working days of the date of the TOWN's notice. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The TOWN's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Town Commission.

7. BILLING PROCEDURE

In order to expedite payment to the CONSULTANT, invoices shall be submitted to the TOWN each month detailing separately the charges for each assignment as authorized by a Notice to Proceed. In order for both parties herein to close their books and records, the CONSULTANT will clearly state "FINAL INVOICE" on the CONSULTANT's final/last billing to the TOWN. Since this account thereupon will be closed, any additional charges, if not properly included on this final invoice, are waived by the CONSULTANT.

Invoices shall include the following information:

Hourly Rate Basis - If payment is made on the hourly rate basis, the hourly rates will be billed in accordance with the rate schedule provided in Exhibit B. The hourly rate schedule will be subject to review and amendment based on mutual agreement by both parties upon each one-year anniversary thereafter.

1. Time period
2. Current Amount Due
3. Schedule of Reimbursable Expenses
4. Schedule of Labor Charges
5. Billed to Date Amounts

No supporting documents will be provided unless specifically requested by the TOWN.

Lump Sum

1. Time Period

2. Percentage Completion to Date
3. Prior Billings
4. Current Amount Due
5. Billed to Date Amounts

No supporting documents will be provided unless specifically requested by the TOWN.

8. MISCELLANEOUS

Nothing contained in this Agreement shall prevent the TOWN from retaining or employing another firm to provide the service that may be provided by the CONSULTANT under this Agreement for a project or projects. Nothing contained herein guarantees the CONSULTANT any certain amount of work or compensation.

9. AUDIT

The CONSULTANT shall make available to the TOWN of its representative all required financial records associated with the Agreement for a period of three (3) years. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries.

Refusal of the CONSULTANT to comply with this provision shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Project Agreement.

10. OWNERSHIP OF DOCUMENTS

The parties agree generally that all documentation and work product produced pursuant to this Agreement shall become the exclusive property of the TOWN and shall be provided to the TOWN upon request. Specifically:

- 1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the TOWN or furnished by CONSULTANT pursuant to this or any Project Agreement shall become the property of the TOWN, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to TOWN within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT use, or permit to be used, any of the documents without the TOWN'S prior written authorization. Any reuse of such documents by the CONSULTANT without the written verification or adaptation by the TOWN for the specific purpose intended will be at the CONSULTANT'S sole risk.

- 2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the CONSULTANT for a Specific Project shall provide that all such documents and rights obtained

by virtue of such contracts shall become the property of the TOWN.

3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

11. CONFIDENTIALITY

The CONSULTANT shall not, either during the term of this Agreement or any time for a period of ten (10) years subsequent to that date upon which the CONSULTANT shall leave the employment of the TOWN for any reason whatsoever, disclose to any person or entity, other than in the discharge of the duties of the CONSULTANT under this Agreement, any information which the TOWN designates in writing as "confidential." As a violation by the CONSULTANT of the provisions of this section could cause irreparable injury to the TOWN and there is no adequate remedy at law for such violation, the TOWN shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the CONSULTANT from violating such provisions.

12. GOVERNING LAW

The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any legal action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, Florida.

13. DISPUTE RESOLUTION

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedure, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida.

14. ATTORNEY'S FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable litigation costs and attorneys' fees and other related expenses including those incurred in any appeal. If neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as be determined

by the court on confirmation.

15. TERMINATION OF CONTRACT

It is agreed and acknowledged by each of the parties hereto that the execution of this Agreement shall not be construed as a commitment or obligation by the TOWN to contract any services from the CONSULTANT or to continue the employment of the CONSULTANT hereunder.

- A. **TERMINATION – Without Cause** – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.
- B. **TERMINATION – With Cause** – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.
- C. **TERMINATION - Insolvency/Transfer of Ownership** - This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR. The TOWN also reserves the right to terminate the remaining services to be performed in the event the CONSULTANT is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORS in the transition.

16. DEFAULT

An event of default shall mean a breach and failure to substantially perform as set forth in Paragraph 15 B. above of this Agreement by CONSULTANT as determined by the sole discretion of the TOWN. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on a timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subcontractors or

- suppliers for any services;
- CONSULTANT has failed to fulfill representations made in this Agreement; or
- CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

In the event of default, CONSULTANT shall be liable for all damages to the TOWN and others resulting from the default, including but not limited to:

- Lost funding
- The difference between the cost associated with procuring services and the amount actually expended by TOWN, including procurement and administrative costs, and
- Consequential damages.

TOWN may take advantage of each and every remedy specifically existing at law or in equity.

17. DELAY IN PERFORMANCE

If the CONSULTANT is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the CONSULTANT shall request a time extension from the TOWN within five (5) working days of said force majeure or inevitable accident or occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the CONSULTANT for extra compensation unless additional services are required. Force majeure shall mean an act of God, epidemic, fire, explosion, hurricane, flood, or similar occurrence, civil disturbance or similar occurrence, which has had, or reasonable be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of Sub-consultants/sub-contracts, etc.

18. NON-DISCRIMINATION

The CONSULTANT agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Order 11375 and 12086.

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The CONSULTANT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this non-discrimination clause.

The CONSULTANT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

19. CONFLICT OF INTEREST/CODE OF ETHICS

To avoid any conflicts of interest, or any appearance thereof, CONSULTANT, for the term of this Agreement, agrees that it will not represent any private sector entities (developers, corporations, real estate investors, etc.) in Surfside, Florida, without first notifying the TOWN of the services to be performed. If after such notification the TOWN reasonable determines that material conflict exists, CONSULTANT will not perform such conflicting work. The conditions and requirements of this paragraph will also apply to any subcontractors utilized by the CONSULTANT in completion of the work tasks under this Agreement. CONSULTANT shall comply with all applicable Conflict of Interest provisions of State of Florida Statutes, Miami-Dade County Code, and Surfside Code. The code of ethics of the involved profession shall also be incorporated in this Agreement by this reference.

20. INSURANCE

The CONSULTANT shall, at its sole cost and expense, maintain Professional Liability and Errors and Omissions Insurance with coverage in such amounts as listed in Exhibit A.

The CONSULTANT has and will maintain insurance, including workmen's compensation, comprehensive general liability, and comprehensive automobile liability and property damage insurance.

The attached Exhibit A identifies the coverage and limits of insurance applicable to this Agreement, and fully incorporated herein by reference. Insurance required of the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the TOWN. Such insurance shall not diminish CONSULTANT's indemnification and obligations hereunder. The insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida with a minimum A.M. Best's Insurance Guide rating of A-Excellent. **Before any work under this Agreement is performed, and at any time upon request, CONSULTANT shall furnish to the TOWN certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the TOWN named as additional insured except for Professional Liability and Worker's Compensation.** All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the TOWN. All certificates of insurance shall provide that the policies may not be cancelled or altered without thirty (30) days prior notice to the TOWN. CONSULTANT shall also require and ensure that each of its sub-

Consultants providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limitations specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.

21. ASSIGNMENTS

This Agreement shall be binding upon and shall inure to the benefit of the TOWN and to any and all of its successors and assigns, whether by merger, consolidation, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this Agreement is personal to the CONSULTANT and it may not, either directly or indirectly, assign its rights or delegate its obligations to TOWN hereunder without first obtaining the TOWNS consent in writing. Any such attempted assignment of delegation shall be deemed of no legal force and effect whatsoever.

22. INDEPENDENT CONTRACTOR

The CONSULTANT is providing the services to be performed hereunder as an independent contractor and nothing in this Agreement shall be construed to constitute any other relationship between the TOWN and the CONSULTANT. The CONSULTANT shall at all times maintain exclusive direction and control over the CONSULTANT'S employees, methods, equipment and facilities used by the CONSULTANT in the performance of its work. The CONSULTANT is responsible for all applicable employment and income taxes related to the performance of its services, and the CONSULTANT agrees to hold harmless the TOWN from any claims for payment of said obligations.

23. NOTICES

Any notices required hereunder shall be in writing and shall be deemed duly given on the date of mailing if deposited in the United States Postal Service, certified mail, return receipt requested, in a properly sealed and postage prepaid envelope, addressed as follows:

If to the TOWN at:

Roger M. Carlton, Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

If to the CONSULTANT at:

_____, Florida _____

And

Lynn Dannheisser, Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

24. NON-EXCLUSIVITY

Notwithstanding any provision of the Non-Exclusive Agreement, the TOWN is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional, or other Consultant to perform any incidental Basic Services, Additional Services, or other Professional Services within the contract limits defined in the Agreement. The CONSULTANT shall have no claim against the TOWN as a result of the TOWN electing to retain or utilize such other Architect, Engineer, Design Professional or other Consultant to perform such incidental services.

25. PERMITS AND APPROVALS

The CONSULTANT shall assist the TOWN in applying for all applicable permits and approvals required by law and/or regulatory authorities for projects for which the CONSULTANTS services are engaged. This assistance includes completing and submitting designs, drawings, dialogue and forms relating to the work included in the scope of services and as necessary for the issuance of the permit or approval.

26. RECORD DOCUMENTS

The CONSULTANT shall prepare and deliver to the TOWN one electronic set and one reproducible drawing set of Record Documents conforming to the marked-up prints, drawings and other data furnished to the CONSULTANT by the contractor upon completion of the work. This set of Record Documents will show the reported location of the project and significant changes made during the construction process.

27. SEVERABILITY AND SURVIVAL

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all remaining provisions shall continue in full force and effect.

28. SHOP DRAWING REVIEW

The CONSULTANT shall review and approve contractor submittals, such as

shop drawings, product data, samples and other data, as required by the CONSULTANT, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT'S judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the contract documents not brought to the attention of the CONSULTANT in writing by the contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received. Provided, however, the CONSULTANT will perform the duties assigned to it in any contract entered into by the TOWN with a contractor, but only to the extent such duties are expressly contained in this Agreement or amendment thereto. The CONSULTANT shall have no authority to vary the requirements of any construction contract or approve any extra work, change order or request for extra compensation without the written approval of the TOWN.

29. WARRANTIES AND GUARANTEES

The CONSULTANT is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement including the work performed by its agents, partners, principals, officers, employees, instrumentalities and Sub-consultants, within the specified time period and specified cost. The CONSULTANT shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The CONSULTANT is responsible for, and represents that the work conforms to the TOWN'S requirements as set forth in the Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by CONSULTANTS negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The CONSULTANT shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient CONSULTANT services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. The TOWN shall notify the CONSULTANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the CONSULTANT or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the TOWN'S rights under the Agreement or of any cause of action arising out of performance of the Agreement. The CONSULTANT and its Sub-consultants shall be and remain liable to the TOWN in accordance with applicable law for all damages to

TOWN caused by any failure of the CONSULTANT or its Sub-consultants to comply with the terms and conditions of the Agreement or by the CONSULTANT's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the CONSULTANT shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work. The CONSULTANT agrees to transfer to the TOWN any manufacturer's warranties or guarantees for component parts of any project completed for TOWN.

30. PERFORMANCE OF WORK

The Consultant shall use its best efforts, skill and judgment in providing its services under this agreement and to perform its services in the best and most expeditious and economical manner. CONSULTANT shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONSULTANT.

If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided engineering services under a prior Project Agreement, it is determined that the CONSULTANT's documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the TOWN, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursement to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise. Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

CONSULTANT's obligations under this Paragraph shall survive termination of this or any Project Agreement.

31. TIME IS OF THE ESSENCE

Time is of the essence for all of the CONSULTANT's obligations pursuant to this Agreement.

32. HOLD HARMLESS

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the TOWN and its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorneys fees, to the

extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its employees, agents, officers, subconsultants and other persons employed or utilized by the CONSULTANT in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with Section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which the Consultant provided services be hereby amended to include the foregoing indemnification. The CONSULTANT expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.08 Florida Statutes, or is unenforceable pursuant to Section 725.08, Florida Statutes.

This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. This indemnification provision shall include claims made by an employee of the CONSULTANT against the TOWN and the CONSULTANT waives any entitlement to immunity under Section 440.11, Florida Statutes, only as to such indemnification claims by the TOWN against the CONSULTANT. This indemnification provision shall survive the termination of this agreement however terminated.

33. ENTIRE AGREEMENT

This Agreement, along with Exhibits A and B, supersedes any and all prior negotiations and oral agreements heretofore made relating to the subject matter hereof and except for written agreements if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

34. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

35. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this, the _____ day of _____, 2010.

CONSULTANT

Firm: _____.

By: _____

_____, P.E.

Title

ATTEST:

By: _____

Title: _____

TOWN

THE TOWN OF SURFSIDE

By: _____

Title: _____

ATTEST

By: _____

Title: _____

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

CONSULTANTS INSURANCE REQUIREMENTS

Workers Compensation - Statutory Limit

Employer Liability - \$1,000,000/Accident-Bodily Injury
\$ 500,000/Policy Limit - Disease
\$1,000,000/Employee - Disease

Auto Liability - \$ 500,000/Property Damage CSL
\$ 500,000/Bodily Injury CSL

General Liability - \$1,000,000 per occurrence

Professional Liability - \$1,000,000 Aggregate

EXHIBIT B

DESCRIPTION OF COMPENSATION FOR ENGINEERING SERVICES

I. This Exhibit is attached to and made a part of the Agreement made on _____, 2010 between the **Town of Surfside (the TOWN)** and _____, Inc. (**the CONSULTANT**) providing for planning, surveying, engineering design, construction administration and site observation. Compensation for services requested and authorized by the TOWN will be based on the hourly rate schedule provided below:



**Town of Surfside
Commission Communication**

Agenda Item # 5L

Agenda Date: November 9, 2010

Subject: Merchant Account for Multi-Space Parking Meters

Background: On July 13, 2010, the Town Commission passed Resolution 10-1946 authorizing the purchase, delivery and installation of 23 multi-space parking meters. The new meters offer a variety of payment options including coins, bills and credit/debit cards. In order to process the card transactions it is necessary to establish a merchant service account.

Town staff sent out requests for proposals for merchant service processing and Sun Trust Merchant Services, LLC was the lowest total cost of five proposals received.

The Police Department, in conjunction with the Finance Department is requesting to enter into an agreement with SunTrust Merchant Services for a merchant account to process card transactions from the multi-space parking meters.

Budget Impact: The annual cost of the merchant account is projected to be \$13,001.50 based on 100,000 transactions with an average ticket purchase of \$2.00 for the remainder of FY 2011. The funding source is the Municipal Parking Fund line item number 402-9500-545-4903.

Analysis: The agreement with SunTrust Merchant Services for card processing is necessary and will allow Town staff to effectively and efficiently manage our parking operations.

Staff Impact: The addition of card transactions will require the Finance Department to institute additional card accounting (as well as cash) reconciliation procedures.

Recommendation: It is recommended that the Surfside Town Commission approve the agreement with SunTrust Merchant Services for card processing.

John Di Censo
Assistant Chief

Roger M. Carlton
Town Manager

RESOLUTION NO. 2010- ____

**RESOLUTION OF THE TOWN COMMISSION FOR
THE TOWN OF SURFSIDE, FLORIDA
AUTHORIZING THE TOWN MANAGER OF THE
TOWN OF SURFSIDE TO EXECUTE AN
AGREEMENT WITH SUNTRUST MERCHANT
SERVICES, LLC TO PROCESS CREDIT/DEBIT
CARD TRANSACTIONS FOR PROCESSING CARD
TRANSACTIONS FROM THE MULTI-SPACE
PARKING METERS; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town Commission passed Resolution 10-1946 authorizing the purchase, delivery and installation of 23 multi-space parking meters; and

WHEREAS, the Surfside Police Department and Finance Department working in conjunction determined that the new parking meters offer payment options including coins, bills and credit/debit cards; and

WHEREAS, it is necessary to establish a merchant service account to process the card transactions, the Town sent out proposals for merchant service processing and SunTrust Merchant Services, LLC was the lowest bidder, and

WHEREAS, it is in the best interests of the Town to approve the agreement with SunTrust Merchant Services, LLC for card processing.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION
OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

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

Section 2. The Town Commission awards the bid to SunTrust Merchant Services, LLC and authorizes the Town Manager on behalf of the Town of Surfside, Florida to execute the agreement with SunTrust Merchant Services, LLC (Exhibit "A")

Section 3. The Resolution shall become effective immediately upon its adoption.

PASSED and **ADOPTED** on this _____ day of _____, 2010.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joe Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser, Town Attorney

STMS(TCK)1305

COMPLETE SECTIONS (1-16)

STMS(TCK)1305



Merchant # _____

TeleCheck Subscriber #: _____ Add'l TeleCheck Product Subscriber #: _____ Loc. 1 of 23

(1) TELL US ABOUT YOUR BUSINESS

Client
(Your Business LEGAL Name): TOWN OF SURFSIDE Store #: _____

Same as Legal Name or provide:
DBA / Outlet Name: TOWN OF SURFSIDE First / Last Contact Name: JOHN DI CENSO

(No P.O. Box)
Address: 9293 HARDING AVENUE Suite #: _____ City: SURFSIDE State: FL Zip Code: 33154

Your Business Phone: (305) 861-4863 Same as Business Phone or Merchant's Customer Service Phone: (305) 861-4863

Your Fax Phone: (305) 861-1302 Select One for Retrieval Requests: (02) Dedicated 24 Hour Fax (03) No fax; mail (05) eIDs

Your E-Mail Address (Required for IP, TeleCheck TRS or Web.com): JDCENSO@TOWNOFSURFSIDEFL.GOV Your Customer Service E-Mail Address: _____

Website Address: _____

SMS Texting I Agree to receive SMS Texting Cell Phone #: _____

(2) MC / VISA / DISCOVER® NETWORK / AMERICAN EXPRESS® ONEPOINT

Your Total Cash and Credit Sales (For All Outlets) \$ 380,000.00 Estimated MC/Visa Average Ticket/Sales Amount: \$ 2.00

Total Annual MC/Visa Volume: (For All Outlets) \$ 100,050.00 Estimated Discover Network Average Ticket for this Outlet: \$ 2.00

Total Annual Discover Network Volume: (For All Outlets) \$ 8,050.00 Estimated American Express Average Ticket for this Outlet: \$ _____

Total Annual American Express Volume: (For All Outlets) \$ _____ Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only) \$ 4,350.00

Est. Discover Network Annual Sales Vol. for this Outlet: (For Multiple Outlets Only) \$ 350.00

Est. American Express Annual Sales Vol. for this Outlet: (For Multiple Outlets Only) \$ _____

(3) TELECHECK PRODUCTS AND SERVICES

ECA® Warranty ECA Verification w/ TRS Collections ECA Verification TRS Collections See TRS Service and Recovery Rate Section

LockBox Warranty LockBox Verification Check Cashing Warranty Check Cashing Verification Other: _____

Paper Warranty Paper Verification COD Warranty Mail Order Warranty Existing Subscriber No.: _____

(4) ENTITLEMENTS

MC / Visa Discover Network Full Processing Global ePricing (for eCommerce merchants only)

Voyager Fleet Annual Voyager Vol.: \$ _____ Participation in Voyager Tax Exempt Program: Yes No (if yes, additional request form required)

WEX Full Acquiring Annual WEX Volume: \$ _____ WEX (Non-Full Svc) MC Fleet

American Express
OnePoint / Full Service (EDC) American Express ESA / Pass Through: _____ or Existing SE # _____

Amer. Exp. Cap # _____ Franchise Name: _____

Check one for ESA/Pass Through: Split Dial Single Settle EDC PIP Reverse PIP

Debit Package 06660004 EBT FNS # (XREF): _____

(5) PROVIDE MORE BUSINESS DATA

State Incorp. FL Month/Yr. Started: 02/1935 Sole Ownership Partnership Non Profit/Tax Exempt Public Corp. Private Corp. L.L.C. Gov't.

Check one: TIN Type: EIN (Fed Tax ID #) SSN D & B #: _____ No. of Employees: 8475

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV, Section A.3 of your Program Guide for further information.)

Name (as it appears on your income tax return) TOWN OF SURFSIDE	<input checked="" type="checkbox"/> Federal Tax ID#: (as it appears on your income tax return) 596-00-0434	<input type="checkbox"/> I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8.)
--	---	--

Mag Swipe 100 % + Keyed Manually 0 % = 100% Product/Services You Sell: AUTO PARKING LOTS/GARAGES

POS Card Present (MAG Swipe and/or Manual Imprint) 100 % + Mail Order/Direct Marketing 0 % + Phone Order 0 % + Internet 0 % = 100%

Do you use any third party to store, process or transmit cardholder data? Yes No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)

If yes, give name/address: _____

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____

(6) PROVIDE YOUR OWNER INFORMATION

Owner / Partner / Officer Name ROGER CARLTON	D.O.B	Social Security #	Home Phone	% of Ownership 0
Home Address	City	State	Zip	Country USA
Owner / Partner / Officer Name	D.O.B	Social Security #	Home Phone	% of Ownership
Home Address	City	State	Zip	Country

Client Initials RC

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 7)



DBA Name: TOWN OF SURFSIDE

Loc. 1 of 23

STMS(TCK)1305 (7) DESCRIBE EQUIPMENT DETAILS STMS(TCK)CorpFee1307

Network: () CARD net@ () Nashville () Buypass Other: _____ Specify Security Code: ()

Rental * Purchase Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal / VAR / Internet)	Retail * Restaurant * MOTO / Internet Lodging * Supermarket * Car Rental Quick Service Restaurant * Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track / Version / Serial #
Owns	1	<input type="checkbox"/>	SOFT	Retail	Generic Pc Software	0.00	
		<input type="checkbox"/>					
		<input type="checkbox"/>					

NOTE: Any Special Instructions must be included on About Merchant's Business Page.

Installation / MAG/MIG to Train Sales Rep. to Train (Receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)
 Training: No Merchant Training Installer/In-House (Check training via phone 1-800-366-1054, 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)
 First/Last Contact Name: JOHN DI CENSO Contact Phone #: (305) 861-4863 Best Time To Call _____ am/pm
 Imprinter Purchase: Yes No If Yes \$ _____ x Qty: _____ = \$ _____ (w/o Tax) Wireless Provider: GPRS Cingular or Other: _____
 Check One: Gateway Solutions Dial Solutions First Data Global Gateway (FDGG) VSAT*** Frame Other: _____ IC Verify Serial # _____
 VAR / Internet / Software: Name: _____ (Nashville Only: Product ID # _____ Vendor ID # _____)

NOTE: ***Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.

LEASE COMPANY: (04) First Data Global Leasing Lease Term: _____ Months Annual Tax Handling Fee: \$ _____
 Monthly Lease Charge for This Location: \$ _____ w/o taxes, late fees, or other charges that may apply.
 *See Multiple Locations form for the Monthly Lease Charge for each individual location. See Lease Agreement for details.
 This is a **NON-CANCELABLE** lease for the full term indicated. Client Initials: RC

(8) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE

<p>Start-Up Fees (If Applicable)</p> <p>Non-Taxable Fees: Application Fee (Non-Refundable) (247) \$ <u>48.00</u> Reprogramming Fee (31A) \$ _____ Debit Set-up Fee (31B) \$ _____ Miscellaneous Fee (31J) \$ _____ *Equipment Purchase (ACH) \$ <u>0.00</u> Other: _____ () \$ _____ Total Amount \$ <u>48.00</u> w/b tax</p> <p><i>*You will be charged the applicable State/City/Local Sales Tax</i></p> <p>Billed Monthly Fees (If Applicable)</p> <p>Monthly Service Charge (335) \$ <u>10.00</u> Minimum Processing Fee (954) \$ <u>0.00</u> Wireless Access Fee (399) \$ _____ FEE PER TID # OF TIDS TOTAL \$ _____ x _____ = \$ _____ ClientLine@ (32R) \$ <u>0.00</u> Payment Essentials Svc. Pk(300) \$ _____ TransArmor Monthly Fee (30L) \$ _____ TransArmor Min. Mo. Fee (959) \$ _____ Paper Statement Fee (323) \$ <u>0.00</u> Premium Equipment Service Program <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (per location) (32U) \$ _____ Other: _____ \$ _____</p> <p>Compliance Service Fees</p> <p><input checked="" type="checkbox"/> Annual Fee (32Q) \$ <u>99.95</u> or <input type="checkbox"/> Quarterly Fee (33A, 33D, 33G, 32Q) \$ _____</p> <p>PIN Debit Fees</p> <p>Debit / ATM Trans Fee (018, Key 0-590, Key 0-593) \$ _____ (plus the applicable network fees)</p>	<p>Internet</p> <p>Start-Up Fees</p> <p>FDGG Set-up Fee (31X) FEE PER TID # OF TIDS TOTAL \$ _____ x _____ = \$ _____ Internet Set-up Fee (30R) FEE PER TID # OF TIDS TOTAL \$ _____ x _____ = \$ _____</p> <p>Billed Monthly Fees</p> <p>FDGG (31Z) FEE PER TID # OF TIDS TOTAL \$ _____ x _____ = \$ _____ Internet Service Fee (394) FEE PER TID # OF TIDS TOTAL \$ _____ x _____ = \$ _____</p> <p>Global ePricing MC/V Svc Fee (897, 898) _____ % NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions.</p> <p>Trans/Other Fees</p> <p>Internet / FDGG MC, V, Amex, Dis, Check (03R, 04R, 06I, 07I, 435, L19) \$ _____</p>	<p>WEX Full Acquiring Fees</p> <p>WEX Auth Fee (0D4) \$ _____ WEX Sales Discount (840) _____ % WEX Refund Discount (841) _____ % WEX Chargeback Discount (842) _____ % WEX Chargeback Reversal Discount (843) _____ % WEX Chargeback Fee (29H) \$ _____ WEX Retrieval Fee (29I) \$ _____</p>	<p>Buypass Fees</p> <p>Datewire Mirconode <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Datewire Mirconode Monthly Fee (354) \$ _____ (each)</p> <p>Authorization Fees</p> <p>Voyager (0D0, 0D1, 0DV) \$ _____ WEX (Non-Full Svc) (0B0, 0B1, 0BV) \$ _____</p> <p>Other Payment Fees</p> <p>Voyager: Sales Discount Rate (844) _____ % Credit Discount Rate (845) _____ %</p>
	<p>Fraud Flex Detect</p> <p>Base Level Offering</p> <p>Setup Fee (L32) \$ _____ Monthly Fee (35A) \$ _____ Transaction Fee (L35) \$ _____</p> <p>Full Level Offering</p> <p>Setup Fee (L34) \$ _____ Monthly Fee (35C) \$ _____ Transaction Fee (L37) \$ _____ Custom Use Fee (35D) \$ _____</p>	<p>Other Fees</p> <p>Chargeback Fee (205, 725, 20L) \$ <u>10.00</u> MC Cross Border Fee USD (805) <u>0.65</u> % Visa Int'l Svc. Fee (22A) <u>0.65</u> % MC/V/Discover Network/American Express@ Voice Auth (10B, 10E, 10K, 10Q) \$ <u>0.75</u> EBT (18E, 18I, 02X, 18H) \$ _____ AVS (405, 406, 407, 408) \$ <u>0.10</u> TransArmor Token & Encryption (12E) \$ _____ TransArmor Encrypt. (12F) \$ _____ TransArmor Token (12G) \$ _____</p>	<p>Other Payment Fees</p> <p>American Express ESA / Pass Through Fees:* **Amex Discount Rate: _____ % Amex Trans. Fee: \$ _____ <input type="checkbox"/> Amex Monthly Fee: (Flat Fee) \$ _____</p> <p>*Billed separately by American Express. **Retail & Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions.</p>

Note: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.

Client Initials RC

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 3 of 7)



STMS(TCK)1305 (8) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE (cont'd) STMS(TCK)CoreFee1307

DBA Name: TOWN OF SURFSIDE Pricing Type: 027 Interchange Schedule Version: RSA.MVD.S10.1 Actual IC

Discount Fees (Based on Gross Transaction Volume)

Accept **all** MasterCard, Visa and Discover Network Transactions (presumed, unless any selections below are checked)

MasterCard Acceptance

Visa Acceptance

Discover Network Acceptance

- Accept MC Credit transactions only Accept Visa Credit transactions only Accept Discover Network Credit transactions only
 Accept MC Non-PIN Debit trans. only Accept Visa Non-PIN Debit trans. only Accept Discover Network Non-PIN Debit trans. only

See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).

MC/Visa/Discover Network IC Pass Thru

You will be charged the applicable Interchange rate from MasterCard (584), Visa (549), or Discover Network (527) plus a MasterCard Assessment Fee (273) of .11%, a Visa Assessment Fee (274) of .11%, or a Discover Network Assessment Fee (6AC) of 0.0925%, plus any other fees indicated on this Service Fee Schedule.

Pricing Method: (Select One)	MC / Visa Discover Network 2-Tier	MC / Visa Discover Network 3-Tier	Transaction Fees <i>(Applies to MC/Visa/Discover Network 2-Tier and MC/Visa/Discover Network 3-Tier ONLY)</i>	MC/Visa/Discover Network/ American Express Discount Rate
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QUALIFIED DISCOUNT RATES

MC Credit Discount Rate (800)	_____ %	_____ %	MC/Visa Qual Credit Trans Fee (001,002,005,006) \$ _____	_____ %	<u>0.00</u> %
Visa Credit Discount Rate (804)	_____ %	_____ %	Discover Qual Credit Trans Fee (015,016) \$ _____	_____ %	<u>0.00</u> %
Discover Network Credit Discount Rate (170)	_____ %	_____ %		_____ %	<u>0.00</u> %
American Express OnePoint** Credit Discount Rate (Key 0-570)	_____ %	_____ %		_____ %	
MC Non-PIN Debit Discount Rate (850)	_____ %	_____ %	MC/Visa Qual Non-PIN Debit Trans Fee (130,131,134,135) \$ _____	_____ %	<u>0.00</u> %
Visa Non-PIN Debit Discount Rate (854)	_____ %	_____ %	Discover Qual Non-PIN Debit Trans Fee (787,788) \$ _____	_____ %	<u>0.00</u> %
Discover Network Non-PIN Debit Discount Rate (964)	_____ %	_____ %		_____ %	<u>0.00</u> %

MID-QUALIFIED DISCOUNT RATES (Does not apply to MC/Visa/Discover 2 Tier)

MC Credit Discount Rate (810)	_____ %	_____ %	MCV Mid-Qual Credit Trans Fee (611,612,615,616) \$ _____		
Visa Credit Discount Rate (814)	_____ %	_____ %	Discover Mid-Qual Credit Trans Fee (717,718) \$ _____		
Discover Network Credit Discount Rate (990)	_____ %	_____ %			
MC Non-PIN Debit Discount Rate (870)	_____ %	_____ %	MCV Mid-Qual Non-PIN Debit Trans Fee (140,141,144,145) \$ _____		
Visa Non-PIN Debit Discount Rate (874)	_____ %	_____ %	Discover Mid-Qual Non-PIN Debit Trans Fee (791,792) \$ _____		
Discover Network Non-PIN Debit Discount Rate (968)	_____ %	_____ %			

NON-QUALIFIED DISCOUNT RATES

MC Credit Discount Rate (820)	_____ %	_____ %	MC/Visa Non-Qual Credit Trans Fee (621,622,625,626) \$ _____		
Visa Credit Discount Rate (824)	_____ %	_____ %	Discover Non-Qual Credit Trans Fee (721,722) \$ _____		
Discover Network Credit Discount Rate (994)	_____ %	_____ %			
MC Non-PIN Debit Discount Rate (880)	_____ %	_____ %	MC/Visa Non-Qual Non-PIN Debit Trans Fee (150,151,154,155) \$ _____		
Visa Non-PIN Debit Discount Rate (864)	_____ %	_____ %	Discover Non-Qual Non-PIN Debit Trans Fee (795,798) \$ _____		
Discover Network Non-PIN Debit Discount Rate (978)	_____ %	_____ %			

MC/Visa Auth & Return Trans Fee (10A,10D) (002,006) (131,135)				\$ _____	\$ <u>0.03</u>
Discover Network Auth & Return Trans Fee (10J,016,788)				\$ _____	\$ <u>0.03</u>
American Express OnePoint Trans Fee				\$ _____	

Non-Qualified Surcharge Fee (30D,20N) <i>(excluding interchange pass-through fees, see Section 18.1) Applies to Non-qualified MC, Visa, Discover Network, American Express Credit, and/or Non-PIN Debit Transactions.</i>	_____ %				
---	---------	--	--	--	--

*Retail and Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions.

(9) TELECHECK RATES, SERVICE FEES, AND SET UP INFORMATION

TELECHECK BILLING AND INFORMATION

Your Head Office / Bill To Name: <u>TOWN OF SURFSIDE</u>		First/Last Contact Name: <u>JOHN DI CENSO</u>		Phone Number: <u>(305) 861-4863</u>	
Address: <u>9293 HARDING AVENUE</u>	Suite #: _____	City: <u>SURFSIDE</u>	State: <u>FL</u>	Zip: <u>33154</u>	Your Fax Phone: <u>(305) 861-1302</u>

TeleCheck Auto Settle Time: _____ hh ET (Must be at least 1 hour after Card Auto Settle Time)

TELECHECK REPORTING INFORMATION

Funding Report: Bill To Location Delivery Method: E-Mail Fax US Mail Frequency: \$ _____ Monthly \$ _____ Weekly \$ _____ Daily

Contact Name: _____ Contact Telephone #: _____

Report Fax #: _____ Report E-Mail Address: _____

Batch Closing Options: _____ am pm Must close by 11:30 pm CST Format: CSV (E-Mail only) PDF

TELECHECK BILLING AND INFORMATION

Funding: Per Bill To Per Location Fund By: Product Terminal Location Agent Batch Day

ACH Credits to TeleCheck by Subscriber (For Invoice Payment):	ABA Transit #: _____	Account #: _____	<input type="checkbox"/> Ck
Debits / Credits (Settlement) to Subscriber by TeleCheck and/or Franking Information:	<input type="checkbox"/> Same as above or	<input type="checkbox"/> Same as above or	<input type="checkbox"/> Ck
	ABA Transit #: _____	Account #: _____	<input type="checkbox"/> Ck

Special Instructions which are part of this Agreement: _____
 Please note on separate funding check or bank letterhead the designated TeleCheck Service. A separate funding check or bank letterhead/logo for TeleCheck Services is NOT required UNLESS Merchant will be using different banking account(s) for TeleCheck Services.
 Client Initials _____ RC

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 4 of 7)



DBA Name: TOWN OF SURFSIDE

Loc. 1 of 23

STMS(TCK)1305 (9) TELECHECK RATES, SERVICE FEES, AND SET UP INFORMATION (cont'd) STMS(TCK)CorpFee1307

TeleCheck Services, Inc.
 P.O. Box 4514
 Houston, TX 77210-4514
 1-800-366-1054

Set-Up Fees:
 No. of Physical Locations: _____ 1st Location: @ _____ Add'l Location(s): @ _____ ea. Total Set-Up Fee: \$ _____

TeleCheck Monthly POS Support Fee: \$ _____ (per Terminal/Per Month. TeleCheck Equip. Only) Total TeleCheck Monthly POS Support Fee: \$ _____

Check ALL TeleCheck Services that apply:	<input type="checkbox"/> ECA Warranty or <input type="checkbox"/> Paper Warranty	<input type="checkbox"/> ECA Verification w/ TRS Collections (20V)	<input type="checkbox"/> ECA Verification or <input type="checkbox"/> Paper Verification	<input type="checkbox"/> LockBox Warranty	<input type="checkbox"/> LockBox Verification
Average Check Size	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Monthly Check / Call Volume	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Inquiry Rate	_____ %			_____ %	
Transaction Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Advantage Billing	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
One Rate	\$ _____	\$ _____			
Monthly Minimum Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Customer Request Operator Call / Voice Authorization Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Monthly Processing / Statement Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
December Risk Surcharge	_____ %			_____ %	
TRS Collections		See TRS Service and Recovery Rate Section	See TRS Service and Recovery Rate Section		
Warranty Maximum	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____			<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____	
MICR Floor Limit					
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Check ALL TeleCheck Services that apply:	<input type="checkbox"/> COD Warranty	<input type="checkbox"/> Mail Order Warranty	<input type="checkbox"/> Check Cashing Warranty	<input type="checkbox"/> Check Cashing Verification	<input type="checkbox"/> Other
Average Check Size	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Monthly Check / Call Volume	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Inquiry Rate	_____ %	_____ %	_____ %	_____ %	_____ %
Transaction Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Advantage Billing	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
One Rate					
Monthly Minimum Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Customer Request Operator Call / Voice Authorization Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Monthly Processing / Statement Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
December Risk Surcharge	_____ %	_____ %	_____ %		_____ %
TRS Collections					See TRS Service and Recovery Rate Section
Warranty Maximum	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____	See Section 2.1(a) of Check Cashing Warranty Addendum		<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____
MICR Floor Limit					
Other: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

See TeleCheck / TRS Agreement for definitions and any additional fees.
 Note: See Section 1.38 "Damages" of the TeleCheck / TRS Agreement for early termination fees / liquidated damages.

(10) TRS SERVICES AND RECOVERY RATE

TRS ECA Verification with TRS
 % of Item Amt. Recovered Retained by TRS: 10%
 Amt. of Return Item Fee Retained by TRS: 100%

TRS for Warranty (Non-Compliance Items)
 % of Item Amt. Recovered Retained by TRS: 20%
 Amt. of Return Item Fee Retained by TRS: 100%

TRS Other (including Paper Verification)
 % of Item Amt. Recovered Retained by TRS: 20%
 Amt. of Return Item Fee Retained by TRS: 100%

NOTE: Stop payment checks due to disputes over goods or services must be returned to Subscriber for resolution. Bank Auth: Yes No Remittance Frequency: Monthly

(11) PAYMENT ESSENTIALS

Payment Essentials Type: _____

Web.com NOTE: 3 Domain Names are required if website is chosen. (Limit 31 characters per line)

Domain Name #1: _____ Suffix Requested: .com .net .org Pick a Template: _____

Domain Name #2: _____ Suffix Requested: .com .net .org _____

Domain Name #3: _____ Suffix Requested: .com .net .org _____

Same as Contact Information In Tell Us About Your Business or provide:

First/Last Contact Name	Contact Phone	Contact E-Mail Address
_____	_____	_____

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 5 of 7)



DBA Name: TOWN OF SURFSIDE

Loc. 1 of 23

STMS(TCK)1305

(11) PAYMENT ESSENTIALS (cont'd)

STMS(TCK)CorpFee1307

CLIENT INFORMATION

Same as Tell Us About Your Business Section or provide:

First/Last Contact Name JOHN DI CENSO	Contact Phone # (305) 861-4863	Contact E-Mail Address JDICENSO@TOWNOFSURFSIDEFL.GOV
--	-----------------------------------	---

Same as Tell Us About Your Business Section or provide:

Shipping Address: 9293 HARDING AVENUE	City: SURFSIDE	State: FL	Zip: 33154
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Same as Contact Name or Provide Reporting Contact Name:

Same as Contact E-Mail Address or Provide Reporting E-Mail Address:

Delivery Method: Ground 2nd Day Next Day Air

(12) LOYALTY SOLUTIONS FOR SMALL BUSINESS

QUANTITY OF CARDS: Payment Essentials 250 Standard Order (minimum of 250) Custom Order (minimum of 1000)

PRICING

Description	Seq. Code	Qty.	Per Item Cost	TOTAL
Setup Fee	480	Per Location		
Loyalty Cards				
Loyalty Transaction Fee	484			
Loyalty Monthly Fee	486	Per Location		

ADDITIONAL MARKETING SUPPLIES

Description	Seq. Code	Qty.	Per Item Cost	TOTAL
Marketing Kit - Percent or Minimum Purchase Discount	L67			
Marketing Kit - Frequency Based Messaging	L68			
Marketing Kit - Pls Balance Message or Redemption	L69			
Loyalty Graphic Design Fee	L65			

TOTAL SETUP COST: _____

PROMOTION SELECTION

NEW Clients must choose ONE numbered promotion. Client can add, modify or delete promotions online.

*Option A (below) can be selected in conjunction with any of the numbered promotions below. For Standard Card orders, the design is defaulted based on the promotion that is chosen.

<input type="checkbox"/>	<p>1) Percent Discount - Loyalty member will get a percent discount off a purchase</p> <p>Discount Percentage (Must be a multiple of 5, between 5% - 75%): _____</p> <p>Minimum Purchase (Must be a multiple of 5, between \$5.00 - \$100.00): _____</p> <p>Customer receipt will say "You received a discount of (USD) X.XX for this transaction."</p> <p>Card Design Blue Rectangles (LR-BLU)</p>
<input type="checkbox"/>	<p>2) Minimum Purchase Discount - Loyalty member will receive a discount of X.XX dollars based on selected minimum spend amount.</p> <p>Discount Amount (Must be a multiple of 5, between \$5.00 - \$100.00): _____</p> <p>Minimum Purchase (Must be a multiple of 5, between \$5.00 - \$100.00): _____</p> <p>Customer receipt will say "You received a discount of (USD) X.XX for this transaction."</p> <p>Card Design Blue Rectangles (LR-BLU)</p>
<input type="checkbox"/>	<p>3) Frequency Based Message (Punch Card) - A message will appear on the receipt after a Loyalty member has their card swiped X times.</p> <p>Number of card swipes needed for message to appear on receipt (Must be between 1-10, 15 or 25): _____</p> <p>Message Text (190 characters max, including spaces. Case sensitive): _____</p> <p>Card Design Orange Triangles (LT-ORG)</p>
<input type="checkbox"/>	<p>4) Point Balance Message - A Loyalty member will receive points per dollar spent and then receive a reward via a message on the receipt once a certain number of points are earned. When the message prints on the receipt, that certain number of points is subtracted from the Loyalty member's point balance.</p> <p>Points earned per dollar spent (must be a whole number): _____ # of points needed to trigger message (must be a whole number): _____</p> <p>Message Text (190 characters max, including spaces. Case sensitive): _____</p> <p>Card Design Green Circles (LC-GRN)</p>
<input type="checkbox"/>	<p>5) Points Redemption - A Loyalty member will receive points per dollar spent and can redeem points for goods or services.</p> <p>Points earned per dollar spent (must be a whole number): _____</p> <p>Client to determine what goods / services will be rewarded and how many points will have to be redeemed for reward. Point redemption occurs at terminal.</p> <p>Card Design Green Circles (LC-GRN)</p>
<input type="checkbox"/>	<p>A) Message On Every Receipt - A message will appear on all Loyalty member's receipts.</p> <p>Message Text (190 characters max, including spaces. Case sensitive): _____</p>

STANDARD FRONT OF CARD LANGUAGE:

- * Maximum 30 characters per line
- * 1-4 lines of text
- * Black text only
- * Center Justified only

L1
L2
L3
L4

Front of Card Font: Century Curtz Elegant Script Euro Futura Nueva Sarah Script

Use lower and/or upper case letters and spacing where desired. Title Case will be produced on Elegant and Sarah Script fonts.

Note: If front of card font choice is not indicated, default will be Century.

Client Initials _____ RC



DBA Name: TOWN OF SURFSIDE

Loc. 1 of 23

STMS(TCK)1305 (12) LOYALTY SOLUTIONS FOR SMALL BUSINESS (cont'd) STMS(TCK)CorpFee1307

CUSTOM DESIGN

Client to supply artwork via electronic format to LoyaltyArt@firstdata.com.

PROOF INFORMATION

E-Mail proof. E-Mail address for proof approval: _____

No E-Mail available. Proof will be sent Next Day Air to Client address. Cost will be passed through to Client.

BACK OF CARD LANGUAGE SELECTION

STANDARD BACK OF CARD LANGUAGE: Thank you very much for your business. We look forward to seeing you again.

CUSTOM BACK OF CARD LANGUAGE: Custom back of card language is to be sent to LoyaltyArt@firstdata.com.
 If no back of card language on Custom Cards is received, it will default to Standard back of card language:
 "Thank you very much for your business. We look forward to seeing you again."
Please note: It is advised that you seek legal advice for custom back of card language.

(13) GIFT CARD SETUP

Payment Essentials
 Gift Card To Go 100 250 500
 Custom 1000
 Gift Card To Go 100
 Standard Order 250 500 1000
 Custom Order 1000

GIFT CARD TO GO PRICING SCHEDULE

Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Gift Cards To Go					Transaction Fee		G66-G71		
TOTAL SETUP COST:									

STANDARD PRICING SCHEDULE

Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Standard Cards					Transaction Fee		G66-G71		
Standard Carriers					Envelopes		G74		
Gift Card Setup Fee	Per Location	G34							
TOTAL SETUP COST:									0.00

CUSTOM PRICING SCHEDULE

Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Custom Cards					Transaction Fee		G66-G71		
Custom Carriers					Color & Image Setup Fee	Per Order	G33		
Gift Card Setup Fee	Per Location	G34			Graphic Design Assistance		G40		
TOTAL SETUP COST:									0.00

MARKETING & PROMOTIONAL MATERIALS

Description	Seq. Code	Part Code	Qty.	Per Item Cost	TOTAL	Description	Seq. Code	Part Code	Qty.	Per Item Cost	TOTAL
Acrylic Stand w/ Box	G35	MNRQ				Single J Hook Rack	G42	MNF2			
Acrylic Stand w/o Box	G48	MNRP				3-sided Hook Rack	G42	MNF4			
Insert Poster Standard	G30	MNRR				Table Tent Acrylic Stand	G48	MNG5			
Insert Poster Custom	G61					Table Tent Poster	G30	MNG6			
Door Decal	G36	MNRH				Welcome Kit	G77				
TOTAL COST:											

GIFT CARD TO GO & STANDARD DESIGN INFORMATION

FRONT OF CARD LANGUAGE:

- * Maximum 30 characters per line.
- * 1-4 lines (except for Stripe card design)
- * Use lower and/or upper case letters and spacing where desired.
- * Text will be printed on the cards exactly as provided here unless noted in the Comments section.

TEXT IN ALL CAPS
 Text in Upper and Lower Case

L1 _____

L2 _____

L3 _____

L4 _____

Gift Card To Go & Standard Card Design Code: _____

Gift Card To Go & Standard Card Font Color: _____

Front of Card Font: _____

CUSTOM CARD DESIGN INFORMATION

Artwork to be provided in electronic format and compliant with specifications set in Custom Card Artwork Requirements. Send artwork to GiftCardArt@firstdata.com.
 Concepts or artwork elements to be provided. Send concepts to GiftCardArt@firstdata.com.

CUSTOM PROOF EXCHANGE

E-Mail proof. E-Mail address for proof approval: _____

No E-Mail available. Proof will be sent Next Day Air to Client address. Cost will be passed through to Client.

Client Initials RC



DBA Name: TOWN OF SURFSIDE

Loc. 1 of 23

(13) GIFT CARD SETUP (cont'd)

BACK OF CARD LANGUAGE SELECTION

GIFT CARD TO GO BACK OF CARD LANGUAGE	Thank you very much for your business. We look forward to seeing you again.
BACK OF CARD LANGUAGE Standard back of card language is available on standard or custom cards.	<input type="checkbox"/> Thank you very much for your business. We look forward to seeing you again. <input type="checkbox"/> Thank you very much for your business. We look forward to seeing you again. Muchas Gracias por su negocio. Esperamos la oportunidad de servirle nuevamente. <input type="checkbox"/> Blank (except for card number)
CUSTOM CARD ONLY: BACK OF CARD LANGUAGE Note: Custom card back of card language is only available on custom cards.	Please note: It is advised that you seek legal advice for custom back of card language. <input type="checkbox"/> YES Custom back of card language is forwarded to GiftCardArt@firstdata.com . Back of card artwork is grey scale only. If custom card language not provided, standard back of card language will be printed: "Thank you very much for your business. We look forward to seeing you again."

CARD CARRIER SELECTION

GIFT CARD TO GO Note: Gift Card to Go carrier design defaults to J Hook and cannot be changed.	J Hook Carrier Design
STANDARD/CUSTOM CARRIER STYLE	<input type="checkbox"/> Folding <input type="checkbox"/> J Hook <input type="checkbox"/> Sleeve Pocket
STANDARD/CUSTOM CARRIER DESIGN Note: Sleeve pocket is not able to be customized	<input type="checkbox"/> Standard Carrier: _____ <input type="checkbox"/> Custom Carrier to match Standard Card Design Code: _____ <input type="checkbox"/> Custom Carrier - Provide custom artwork to GiftCardArt@firstdata.com . <input type="checkbox"/> Envelopes Ordered (G74)

(14) AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Interchange Schedule (for card processing services), Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-16), as modified from time to time in accordance with the provisions of this Agreement, and agrees to be bound by all provisions as printed therein. Client hereby consents to receiving commercial electronic mail messages from us from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in the Provide More Business Data section above, you are authorized to accept transactions in accordance with the percentages indicated in that Section. This signature page also serves as the signature page to the Equipment Lease Agreement and the American Express® Card Acceptance Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the American Express® Card Acceptance Agreement.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize First Data Merchant Services Corporation and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct First Data Merchant Services Corporation and AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the entity will be sent the Agreement and materials welcoming it, either to AXP's program for First Data Merchant Services Corporation to perform services for AXP, or in AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the First Data Merchant Services Corporation servicing program, which the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes us and our Affiliates to request and obtain from a consumer reporting agency, personal and business consumer reports. If the Application is approved, each of the undersigned also authorizes us and our Affiliates to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us and our Affiliates. Each of the undersigned authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

X Signature _____
 Print Name ROGER M CARLTON Date: 10/27/2010
 Title: Pres. V.P. Member L.L.C. Owner Partner
 Other: TOWN MANAGER

X Signature _____
 Print Name _____ Date: _____
 Title: Pres. V.P. Member L.L.C. Owner Partner
 Other: _____

(PROCESSOR): For SunTrust Merchant Services, LLC and SunTrust Bank	
X Signature _____	Date: _____
Approved TeleCheck Manager	Date: _____
Approved TRS Manager	Date: _____

IF TELECHECK SERVICES HAVE BEEN SELECTED, PLEASE SIGN BELOW:

X Signature _____

(15) TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck and/or TRS under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's and/or TRS' services. This authorization shall remain in effect until thirty days after revoked in writing.

X Signature _____ Print Name / Title: _____ Date: _____
 Authorized Signature on TeleCheck Account for ACH

(16) PERSONAL GUARANTY

In exchange for SunTrust Merchant Services, L.L.C., SunTrust Bank, and American Express' acceptance of, as applicable, the Agreement and/or the Equipment Lease Agreement and/or American Express® Card Acceptance Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment and not of collection and that SunTrust Bank, SunTrust Merchant Services, L.L.C. and American Express, are relying upon this Guaranty in entering into, as applicable, the Agreement, the Equipment Lease Agreement and American Express® Card Acceptance Agreement.

Signature (Please sign below):

Signature (Please sign below):

X _____, an individual **X** _____, an individual

ABOUT MERCHANT'S BUSINESS



Bank Code: 825 Merchant ID: Buypass Merchant #:
DBA NAME TOWN OF SURFSIDE
Area #: 38 Group #: 01 Service By Region: 4000 District Code: ISR Rep ID: SIC # 7523
Check Assoc. Code: Current Check Vendor:

CARD BANKING INFORMATION

First / Last Contact Name: HILDA IRIGOYEN Phone Number: (305) 579-7179

ABA #: 061000104 DDA #: 0599993132250
ATTACH A COPY OF FUNDING CHECK OR BANK LETTERHEAD/LOGO SIGNED BY A BANK OFFICER WITH TYPED ABA/DDA. MUST INCLUDE BANK NAME & ADDRESS.

CHECKLIST INFORMATION

Regional Office Received Date: MCC: 7523 Merchant Type: 6000 RELM: RSA
Pricing Grid # RSA00046 Special Pricing Model Association Grid Linkback # 825000001 NRPT: 0.01% NCPT: 0.01%
Sales Support ID: MOWE Office Admin.: Card Rep. # STCL TeleCheck Rep. #
Print Sales Rep. Name: Michelle Diprima Initial: MD Sales Lead Tracking #:
HIERARCHY:
Bank: 825990001885 Agent: 825970001889 Referral Partner Lead: Yes No If yes,
Corp.: Chain: Buyypass FIID:

CLIENT VISITATION

Visit Not Required (Lic. Professional)
1. Zone: Business District Industrial Residential
2. Location: Mail Shopping Area Isolated Office Apartment Home Other:
3. Seasonal: No Yes, Mos. in Operation: Mos. Open Between to
4. External Facility Description (# of Levels/Floors): 1 2-4 5-10 11 plus
5. Merchant Occupies: Ground Floor Other:
6. Remaining Floor(s) Occupied by: Residential Commercial Combination
7. Advertising Name Displayed: Window Door Store Front
8. Approx. Square Footage: 0-250 251-500 501-2,000 2,001+
9. # of Registers: 1
10. Return Policy: Full Refund Exchange Only None
11. Do you have a refund policy for your MC / Visa / Discover? Network / American Express sales? Yes No
If yes, Check one: Exchange Store Credit Refund Cardholder If MC / Visa / Discover Network / American Express Credit, within how many days do you submit credit transactions? 0-3 4-7 8-14 Over 14 days
12. Proper License Visible (Liquor, Tax ID, etc.): Yes No, explain:
13. Your Previous Processor:
14. Your Previous Merchant #:
15. Check Reason for Changing: Rate Service Terminated Other:
16. Do You Have Previous Processor MC/Visa/Discover Network/American Express Statements? Yes No
17. Are customers required to leave a deposit? Yes No If Yes, % of deposit required: % Time Frame for Delivery: Days

Comments to Credit Officer / Other Depository / Primary Savings Account Number and Additional Information (40 Characters):

MAIL CARD STATEMENTS / DOCUMENTS

Statement Recap Information: (circle one) 01 = Outlet 02 = Stmt to Bill To/No Recap 07 = Suppress Stmt (No Stmt) 08 = Produce Recap, No Stmt
Statement Type: (check one) Detail Summary 09 = Bill to Address / Stmt and Recap 10 = Recap to Bill To/Stmt to Outlet
Statement Delivery Method: (check one) E-Mail Online Print and Mail
Statement E-Mail Address:
Head Office / Bill To Name: TOWN OF SURFSIDE First/Last Contact Name: JOHN DI CENSO
Address: 9293 HARDING AVENUE City: SURFSIDE State: FL Zip: 33154 Phone #: (305) 861-4863

ON YOUR BUSINESS ACCOUNT (circle one) CHECKING STATEMENT ROLLUP: 0 = Each Transfer 1 = Debit/Credit Grouped (By Category) 2 = Net Transfer Amount Only 3 = Net Transfer EOM Fee Combined

CARD PROCESSING INFORMATION

1. Processing mode: EDC Paper Voice Tape ECR Paper Terminal
2. Funding will be processed DAILY via: ACH Bankwire
3. Bank will fund: Outlet Head Office
4. # of Plates: Long Short
5. Fire Safety Act: Yes No
6. Ship Equipment and Welcome Packet to (check one): Outlet Head Office Other, give mailing information below No Welcome Packet and Supplies No Welcome Packet
Name: First/Last Contact Name:
Address: City: State: Zip:

7. Debit Bill Payment Transaction Type: Internet VRU Recurring Call Center Sponsoring Debit Network: NYCE Pulse Star
8. Additional Terminal Features: (Check all that apply to ensure timely terminal programming)

Auto Settle Time hh ET (military) QSR-CR/SMT Retail With Tip Amex Prepaid Program Terminal Features: (Cont'd)
Bar Tab QSR Print Option Ship Method Preference (Choose One) Key Password
Clerk / Server Entry Invoice Number Tip % Option Partial Auth Balance Back Credits Disable or Protect
Debit Cash Back Multi-Trans Verify Amount Other Partial Approval PINPad: Voids Forces Reviews Bal/Settle Auth Only Reports Tip Adjustment
Delayed Ship Date: Multi-Trans (PC/Register/Software Only) Prompt
Dial Prefix Dial 9 Other: No Server/Ticket ID Partial Approval
Dial Suffix: Remove Room # Prompt Purchase w/ Balance Return
E-Commerce Remove Ticket # Prompt Standalone Access Code
If IP (List Current Provider) Retail Gas Balance Inquiry #

Comments: (NOTE: Completing the Comments field will result in a 48 hour terminal programming delay)

MERCHANT PROCESSING CREDIT ADDENDUM



Client's DBA Name: TOWN OF SURFSIDE

OTHER ENCLOSURES (Check)

- 1. Financial Statements (2 years most recent) required for:
 - Low to Moderate Risk \$3MM or greater
 - Mail/Telephone Order \$1MM or greater and exceeding percentage requirements
 - Business to Business \$1MM or greater
 - Internet \$1MM or greater
- 2. Method of Advertising:
 - Catalog Brochure/Direct Mail TV/Radio
 - (Attach at least one)* Phone Newspaper/Journal Internet Other (specify) _____
- 3. Brochures / Marketing Materials / Advertisement required for :
 - Mail/Telephone Order (exceeds percentage requirement)
 - Business to Business (exceeds percentage requirement)
- 4. Internet (Required):
 - Web Page Attached - OR -
 - List Web Site Address: _____
- 5. Other: _____

BUSINESS PREMISES

Are Your Business Premises: Owned Rented If rented, please complete the following: Renting Since: _____ Lease Expires: _____

Landlord Name: _____

First/Last Contact Name: _____ Phone: _____

MAIL/TELEPHONE ORDER / BUSINESS TO BUSINESS / INTERNET INFORMATION STMS(TCK)SC1305
(All Questions Must Be Answered)

- 1. What % of total sales represent business to business (vs. business to consumer)? Business to Business 0 % + Business to Consumer 100 % = 100% (total sales)
- 2. What % of bankcard sales represent business to business (vs. business to consumer)? Business to Business 0 % + Business to Consumer 100 % = 100% (bankcard sales)
- 3. Time frame from transaction to delivery:
% of orders delivered in: 0-7 days 100 % + 8-14 days 0 % + 15-30 days 0 % + over 30 days 0 % = 100%
- 4. MasterCard / Visa / Discover® Network / American Express® OnePoint sales are deposited (check one):
 Date of order Date of delivery Other (specify): _____
- 5. Who performs product/service fulfillment? Direct X ? Vendor _____ ? If Vendor, add name, address, phone. Other (specify): _____

Describe how the transaction works, from order taking to merchant fulfillment (attach add'l sheet, if necessary):

6. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? Yes No

Comments: _____

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck and/or its affiliate, TRS. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked:

1. Your Discount Rates are assessed on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
2. We may debit your bank account from time to time for amounts owed to us under the Agreement.
3. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms; or Sections 1.17 and 1.28 of the TeleCheck/TRS Services Agreement; or Section 6.11 of the TRS Services Agreement.
6. We have assumed certain risks by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), (see TeleCheck / TRS Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.5.2, 1.5.7, 1.7.2, 1.7.10, 1.8.2, 1.8.8, 1.9, and 1.10) (see Section 6.4 of the TRS Services Agreement), under certain circumstances.
7. By executing this Agreement with us you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. The Agreement contains a provision that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1.38 of the TeleCheck /TRS Services Agreement.
9. If you lease equipment from Processor, it is important that you review Section 1 in Third Party Agreements. THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.

10. Association Disclosure

Visa and MasterCard Member Bank Information: Sun Trust Bank

The Bank's mailing address is SunTrust Bank, 7455 Chancellor Drive, Mail Code FL ? Orlando-9128, Orlando, Florida 32809, Attn: Merchant Services and it's phone number is 407-762-5044

Important Member Bank Responsibilities:

- (a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- (b) The Bank must be a principal (signer) to the Merchant Agreement.
- (c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
- (d) The Bank is responsible for and must provide settlement funds to the Merchant.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and Chargebacks below Association thresholds.
- (c) Review and understand the terms of the Merchant Agreement.
- (d) Comply with Association rules.

Print Client's Business Legal Name: TOWN OF SURFSIDE

By its signature below, Client acknowledges that it has received

the Interchange Qualification Matrix (version IQM.MVD.S10.1 or _____)

and complete Program Guide (version STMS(TCK)1305) consisting of 46 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____ TOWN MANAGER 10/27/2010
Title Date

ROGER M CARLTON

Please Print Name of Signer



Town of Surfside Commission Communication

Agenda Item # 5M

Agenda Date: November 9, 2010

Subject: Contract Amendment with Laz Parking

Background: On July 13, 2010, the Town Commission passed Resolution 10-1946 authorizing the purchase, delivery and installation of 23 multi-space parking meters. Town staff was to be responsible for maintaining and collecting revenue from these new meters but does not have the experience or expertise necessary to do so.

Laz Parking has been providing maintenance and collection services for the Town's single space meters since 1985. They have an experienced and professional staff that manages parking systems throughout the country. They are very familiar with the new multi-space meters the Town has purchased and currently provide maintenance and collection services on similar parking meters in Bal Harbour.

The Police Department is requesting to amend the existing agreement with Laz Parking for a twelve month period to include the multi-space meters. Laz Parking would continue to maintain and collect revenue from the remaining single space meters at the current contract pricing. See Attachment A.

Budget Impact: The cost of the amendment with Laz Parking to maintain and collect revenue from the 23 multi-space meters for a twelve month period is \$17,940. The funding source is the Municipal Parking Fund line item number 402-9500-545-3410.

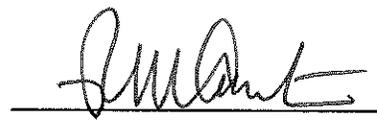
Analysis: The agreement with Laz Parking will ensure a smooth transition to the new meters and assist Town staff manage parking operations.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the amendment in substantial form with Laz Parking for the maintenance and collection of the 23 multi-space parking meters for a twelve month period.



John Di Censo
Assistant Chief



Roger M. Carlton
Town Manager

THE LAZ PARKING AGREEMENT IS
UNDER NEGOTIATION AND WILL BE
PROVIDED
UNDER SEPARATE COVER.



Town of Surfside Commission Communication

Agenda Item # 5M SUPPLEMENT*

Agenda Date: November 9, 2010

Subject: Contract Amendment with Laz Parking

Background: On July 13, 2010, the Town Commission passed Resolution 10-1946 authorizing the purchase, delivery and installation of 23 multi-space parking meters. Town staff was to be responsible for maintaining and collecting revenue from these new meters but does not have the experience or expertise necessary to do so.

Laz Parking has been providing maintenance and collection services for the Town's single space meters since 1985. They have an experienced and professional staff that manages parking systems throughout the country. They are very familiar with the new multi-space meters the Town has purchased and currently provide maintenance and collection services on similar parking meters in Bal Harbour.

The Police Department is requesting to amend the existing agreement with Laz Parking for a twelve month period to include the multi-space meters. Laz Parking would continue to maintain and collect revenue from the remaining single space meters at the current contract pricing. See Attachment A.

Budget Impact: The cost of the amendment with Laz Parking to maintain and collect revenue from the 23 multi-space meters for a twelve month period is \$17,940. The funding source is the Municipal Parking Fund line item number 402-9500-545-3410.

Analysis: The agreement with Laz Parking will ensure a smooth transition to the new meters and assist Town staff manage parking operations.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the amendment with Laz Parking for the maintenance and collection of the 23 multi-space parking meters for a twelve month period.



John Di Censo
Assistant Chief



Roger M. Carlton
Town Manager

***AGENDA ITEM #5M SUPPLEMENT INCLUDES THE PROPOSED CONTRACT AMENDMENT WITH LAZ PARKING WHICH IS ATTACHED.**

RESOLUTION NO. 2010 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE CONTRACT AMENDMENT WITH LAZ PARKING FOR TWELVE MONTHS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND MUNICIPAL PARKING FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") purchased 23 multi-space parking meters and has to maintain and collect revenue from these machines; and

WHEREAS, Laz Parking has been providing maintenance and collection services for the Town's single space parking meters since 1985; and

WHEREAS, Laz Parking has the experience and expertise necessary to provide these services; and

WHEREAS, it is in the best interest of the Town to approve the Contract Amendment in substantially the same form as the attached with Laz Parking to maintain and collect revenue from the multi-space parking meters for twelve months.

NOW, THERE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Contract Amendment. The Contract Amendment between Laz Parking and the Town of Surfside to provide maintenance and revenue collections for the 23 multi-space parking meters, a copy of which is attached as Exhibit "A", together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Amendment.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend Municipal Parking funds to implement the terms and conditions of the Amendment.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Amendment on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or amendments, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of November, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

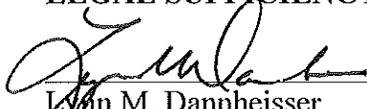
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

EXHIBIT "A"

AMENDMENT TO MANAGEMENT AGREEMENT

This AMENDMENT TO MANAGEMENT AGREEMENT is entered into this the ____ day of _____, _____ by and between The TOWN OF SURFSIDE, (hereinafter referred to as "TOWN") and LAZ PARKING of FLORIDA, LLC, a Connecticut limited liability company (hereinafter referred to as "CONTRACTOR").

WHEREAS, pursuant to that certain Management Agreement dated 15th day of July, 1985, the TOWN is in need of professional parking management and operating services to manage and operate the public parking within the TOWN of Surfside, and in order to meet the goals of enhancing customer service, revenue collection and improving overall operations/efficiencies to meet the needs of the TOWN;

WHEREAS, the parties to the Management agreement wish to amend the Management Agreement to extend the terms thereof;

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

- a. The term of this amendment shall commence on November 9, 2010, and shall continue in effect for a period of Twelve (12) months from said date.
- b. The CONTRACTOR shall handle the collection of parking fees when due either through cash, coin and/or credit card payments or by parking validation. Specific cash handling procedures will be in place prior to new meter parking pay station implementation. Cash handling procedures will include collection dates, collection zones, cash drop off times and staff members assigned to duties.
- c. The CONTRACTOR's maintenance of the Parking System shall include conducting routine inspections, routine maintenance and preventative maintenance services on Digital Pay Stations. The CONTRACTOR shall take a pro active approach to maintenance so that the Parking System shall always function in the most efficient and proper manner. The TOWN shall be responsible for maintaining an inventory of spare parts; receipt paper; batteries and return of malfunctioning parts. Within 30 days, the CONTRACTOR shall conduct a condition appraisal of the Parking System for any sign of physical damage and/or deterioration and issue a written report that is satisfactory to the TOWN. The CONTRACTOR shall assist the TOWN in implementing the recommendations of the study.
- d. The CONTRACTOR's promotion of the Parking System shall include working with all elements of the community; conducting a customer survey within 60 days; branding the TOWN Parking System; and developing a positive marketing campaign to be completed within 45 days.
- e. Within 30 days of commencing its services hereunder, the CONTRACTOR shall submit to the TOWN its proposed Operations Program (Program), which shall include, among other matters, the operating budget, the capital budget, detailed information regarding a system of cost controls, hours of operation, personnel schedules, and maintenance schedules for the Parking System.
- f. The CONTRACTOR within 30 days shall also develop a strategic plan that includes operating and capital budgets; recommend and implement improvements to the operational procedures currently in place; provide the TOWN with management reports as often as requested but in no case less often than once a month; perform a rate study to determine

proper pricing for the Parking System so that this recommendation may be included in the FY 2011/2012 budget; use technology – including green technologies whenever possible to enhance and improve customer services and operational efficiencies; and report on the status of any Parking System related project as directed by the TOWN.

- g. The CONTRACTOR shall also identify variances between actual and estimated revenues and expenses and performance schedules and will provide an explanatory report on such variances to the TOWN on a monthly basis or more frequently if needed. The Program is subject to review and approval of the TOWN, which may recommend appropriate revisions, changes and additional information to be incorporated into the Program. The CONTRACTOR shall promptly amend its Program to include the TOWN's requirements and will thereafter perform in accordance with the Program, as it may have been amended.
- h. IT IS UNDERSTOOD AND AGREED that CONTRACTOR is retained solely for the purposes of the Project described in original management agreement dated July 15, 1985, and only to the extent set forth in this Amendment. The CONTRACTOR'S relationship to the TOWN shall be that of an independent contractor. Neither the CONTRACTOR nor any of its employees shall be considered under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to TOWN employees. CONTRACTOR acknowledges it has entire control, charge, and supervision of all work to be performed hereunder.
- i. Senior management staff of the CONTRACTOR shall be available to meet with the TOWN and other officials of the TOWN of SURFSIDE as may be required with regard to the services performed hereunder.
- j. The TOWN may, from time to time, request changes in the scope of the services that the CONTRACTOR shall perform hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be valid only when incorporated into a written amendment signed by the parties to this Agreement.
- k. Compensation to the CONTRACTOR for the remaining single space meters remains at \$3.58 per meter per month and \$65.00 per meter per month for the 23 multi-space meters. The parties acknowledge that the number of multi space meters may increase and the number of single space meters may increase or decrease during the amendment period and the unit price shall remain the same, however, the total monthly compensation shall be adjusted accordingly.
- k. TOWN staff shall be the first responders when a multi-space meter malfunctions Monday thru Friday between the hours of 8:00 AM and 5:00 PM. If TOWN staff is unable to resolve the malfunction the CONTRACTOR shall be notified and respond within four (4) business hours. For all other nights and weekend hours the CONTRACTOR shall be the first responder with the maximum response time of 10:00 AM the following day and invoice the Town at a cost of \$25.00 per response call. If the CONTRACTOR fails to respond within the time limit a penalty of \$25.00 per four (4) hour period shall apply.

- l. The CONTRACTOR agrees to the fullest extent permitted by law to indemnify and hold harmless the TOWN from any all claims, damages, losses and expenses (Including but not limited to attorney's fees, arbitration costs, and costs of appellate proceedings) relating to, arising out of or resulting from the negligent acts, errors, mistakes or omissions related to the performance of this Agreement. The parties agree that there has been specific consideration for the indemnification set forth in this agreement, the receipt and adequacy of which is acknowledged.

- m. The TOWN agrees to the fullest extent permitted by law to indemnify and hold harmless the CONTRACTOR from any all claims, damages, losses and expenses (Including but not limited to attorney's fees, arbitration costs, and costs of appellate proceedings) relating to, arising out of, or resulting from the negligent acts, errors, mistakes or omissions unrelated to the performance of this Agreement. The parties agree that there has been specific consideration for the indemnification set forth in this agreement, the receipt and adequacy of which is acknowledged.

- n. The parties agree that all documentation and work product produced pursuant to this agreement shall become the exclusive property of the TOWN and shall be provided to the TOWN upon request.

- o. CONTRACTOR shall comply with all laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this Agreement ("Applicable Laws") as of the date of this Agreement including but not limited to all applicable conflict of interest provisions provided in State, County, and Town Codes. Failure to follow any of the Applicable Laws may be grounds for termination.

This Amendment shall be effective the _____ day of _____, 2010.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereto signed by their duly authorized office in the date herein first written.

TOWN:
TOWN OF SURFSIDE

CONTRACTOR:
LAZ PARKING OF FLORIDA, LLC

By: _____

By: _____

Title: _____

Title: _____



**Town of Surfside
Commission Communication**

Agenda Item # 5N

Agenda Date: November 9, 2010

Subject: Enterprise Management System for Multi-Space Parking Meters

Background: On July 13, 2010, the Town Commission passed Resolution 10-1946 authorizing the purchase, delivery and installation of 23 multi-space parking meters. In order to utilize the full capabilities of the multi-space meters it is necessary to have an internet connection and a software package. Digital Payment Technologies, the manufacturer of the multi-space meters, has developed the Enterprise Management System (EMS). The EMS connects directly with each meter to provide real-time credit card processing; monitoring and alarming; real-time transaction reports and coupon accepting capability.

The Police Department is requesting to enter into an agreement with Digital Payment Technologies for their Enterprise Management System for a monthly fee of \$75.00 per multi-space meter for twelve months. See attachment A.

Budget Impact: The annual cost of the Enterprise Management System is \$20,700. The funding source is the Municipal Parking Fund line item number 402-9500-545-4903.

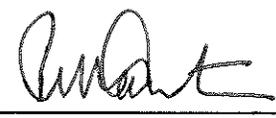
Analysis: The Enterprise Management System will allow Town staff to effectively and efficiently manage our parking operations.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the agreement in substantial form with Digital Payment Technologies for the Enterprise Management System.



John Di Censo
Assistant Chief



Roger M. Carlton
Town Manager

THE EMS AGREEMENT IS
UNDER NEGOTIATION AND WILL BE
PROVIDED
UNDER SEPARATE COVER.



**Town of Surfside
Commission Communication**

Agenda Item # 5N SUPPLEMENT*

Agenda Date: November 9, 2010

Subject: Enterprise Management System for Multi-Space Parking Meters

Background: On July 13, 2010, the Town Commission passed Resolution 10-1946 authorizing the purchase, delivery and installation of 23 multi-space parking meters. In order to utilize the full capabilities of the multi-space meters it is necessary to have an internet connection and a software package. Digital Payment Technologies, the manufacturer of the multi-space meters, has developed the Enterprise Management System (EMS). The EMS connects directly with each meter to provide real-time credit card processing; monitoring and alarming; real-time transaction reports and coupon accepting capability.

The Police Department is requesting to enter into an agreement with Digital Payment Technologies for their Enterprise Management System for a monthly fee of \$75.00 per multi-space meter for twelve months. See attachment A.

Budget Impact: The annual cost of the Enterprise Management System is \$20,700. The funding source is the Municipal Parking Fund line item number 402-9500-545-4903.

Analysis: The Enterprise Management System will allow Town staff to effectively and efficiently manage our parking operations.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the agreement with Digital Payment Technologies for the Enterprise Management System.

John Di Censo
Assistant Chief

Roger M. Carlton
Town Manager

***AGENDA ITEM #5N SUPPLEMENT INCLUDES THE PROPOSED CONTRACT WITH DIGITAL PAYMENT TECHNOLOGIES WHICH IS ATTACHED**

RESOLUTION NO. 2010 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE ENTERPRISE MANAGEMENT SYSTEM (EMS") CUSTOMER AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND PARKING FUND PROCEEDS; AUTHORIZING THE TOWN MAYOR TO EXECUTE THE AGREEMENT AND AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 13, 2010, the Town of Surfside (the "Town") passed Resolution 10-1946 authorizing an agreement with Harrington Resources Inc., d/b/a Parker Systems for the purchase, delivery and installation of 23 "Luke" Parking Pay Stations; and

WHEREAS, after installation of the Parking Pay Stations, a service agreement is required upon the commencement of the first transaction (through Enterprise Management System ("EMS")) between Digital Payment Technologies Corp. (DPT) and the Town to provide installation, operation and administrative support for the Pay Stations including, but not limited to on-line real time credit card processing, real time monitoring and alarm messaging, and reporting modules, of a monthly fee of seventy-five dollars \$75.00 per machine for twelve months; and

WHEREAS, it is in the best interest of the Town to approve the Enterprise Management System ("EMS") Customer Agreement in substantially the same form as the attached EMS Agreement.

NOW, THERE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Agreement between Enterprise Management System through Digital Payment Technologies Corp. and the Town of Surfside (Attached as Exhibit "A") is hereby approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend Municipal Parking funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Town Mayor is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____th day of _____, 2010.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

EXHIBIT "A"

ENTERPRISE MANAGEMENT SYSTEM ("EMS") CUSTOMER AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made upon the commencement of the first transaction through EMS (the "Effective Date"), between Digital Payment Technologies Corp. ("DPT"), a company organized under the laws of Canada with a business address of 330-4260 Still Creek Dr, Burnaby BC V5C 6C6, and Town of Surfside (the "Customer"), with a business address 9293 Harding Ave Surfside FL 33154 USA All references herein to this "Agreement" include all of the Appendices to this Agreement.

WHEREAS:

1. DPT provides installation, operations, administration and support for the Customer's EMS Units from DPT's central facility (the "Services"); and
2. The Customer desires to obtain the Services provided by DPT, in accordance with the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DPT SERVICES

This Agreement contains the following appendices:

Appendix A	EMS Services Quotation
Appendix B	Services
Appendix C	Ownership of Software Licenses
Appendix D	Software and Technical Support - Terms and Conditions
Appendix E	Contacts and List of Authorized Personnel

2. CUSTOMER'S RESPONSIBILITIES

- (1) In connection with the Services to be provided by DPT hereunder, the Customer agrees to provide the following:
 - (a) necessary cooperation to access the Customer's networks, servers, facilities and personnel as required for DPT to provide the Services;
 - (b) necessary application licenses for all of the Customer's software (including third party software) that is to be hosted and managed by DPT; and
 - (c) installation and delivery at the Customer site to be completed in accordance with this Agreement.

- (2) Prior to installation, the Customer is responsible for:
 - (a) installation of 110 volt grounded power supply to each of the PCs, workstations, terminals, routers, hubs and modems
 - (b) Standard wiring (minimum), including connection points for the computer equipment;
- (3) **Authorization and Security Issues.** The person(s) authorized by the Customer to order new Services, change existing Services or terminate Services on behalf of the Customer (and the Customer's employees and affiliates) is (are) designated on Appendix E. The designated person(s) may delegate the authority to order new services, change existing services, or terminate the Services to other individuals within the Customer's organization. The Customer shall notify DPT immediately in writing of any such changes. For purposes of this Agreement, notification by facsimile shall be considered as written notification of delegation of authority followed by original via mail.
- (4) The Customer will assign and maintain security levels for the different locations and entities within the Customer's organization. Implementation of such security levels shall be done by the Customer.
- (5) The Customer will establish non-disclosure and security agreements with its employees. DPT shall have no liability for any breaches of such agreements by the Customer or its employees.

3. FEES AND PAYMENT TERMS

- (1) DPT estimates the time-frame for the installation and system start-up at the EMS data center to be approximately five days.
- (2) Fees payable by the Customer will be based on the number of DPT EMS Units purchased by the Customer connected to the EMS, and will be calculated in accordance with Appendix A attached hereto. For purposes of this Agreement, an "EMS Unit" shall mean one (1) payment station connected to the EMS. The Customer agrees that it will pay for the minimum number of EMS Units as designated in Appendix A.

4. TIMELY PERFORMANCE AND COOPERATION

DPT shall use all reasonable efforts to perform the Services in a timely manner, and the Customer shall use all reasonable efforts to cooperate with DPT and fulfill its responsibilities as stated elsewhere in this Agreement in connection with the provision of such Services.

5. APPLICATION AVAILABILITY

- (1) Application availability is defined as application delivery to the router on the Customer's premises outside of scheduled maintenance upgrades for which clients are notified of in advance. DPT is not responsible for any outage at the Customer premise including internal network ("LAN"), local

infrastructure or facilities. The determination of down-time is based on the Customer notification to DPT's technical support center during working hours.

- (2) Application availability at the desktop excludes the Customer provided hardware and applies to only those applications that form part of DPT's Services profile listed in Appendix B.

6. REPRESENTATIONS AND WARRANTIES

- (1) The Customer represents and warrants to DPT that:

- (a) It has all corporate authority to enter into and perform its obligations under this Agreement;
- (b) It is expressly and exclusively responsible for managing its own business;

- (2) DPT represents and warrants to the Customer that:

- (a) DPT has all corporate authority to enter into and perform its obligations under this Agreement;
- (b) For the systems and software being licensed to the Customer, excluding the Customer owned/leased software, DPT owns the rights to its systems and either owns or is licensed to use, and during the term of this Agreement will continue to own or be licensed to use, in the manner contemplated by this Agreement, any software used in the provision of the Services to the Customer. DPT hereby agrees to indemnify and hold the Customer harmless from any and all claims, lawsuits, liabilities, expenses, costs, damages and fees arising from or in connection with DPT's violation of this warranty. Furthermore, and without limiting the rights of the Customer under Section 9, if DPT is in violation of this warranty, DPT will, prior to the termination of this Agreement and pursuant to Section 9, either procure the right to use the system or any other software used in the provision of Services to the Customer, or will develop an alternative approach that does not violate the rights of the other party while providing the Customer with similar Services.
- (c) DPT guarantees that it will initiate efforts to resolve System problems in accordance with DPT's standard warranty agreement.

7. CONFIDENTIALITY

- (1) Subject to any contrary requirement of law and the right of each party to enforce its rights hereunder in any legal action, each party shall keep strictly confidential, and shall cause and require its employees, agents and consultants to keep strictly confidential, any and all information which it or any of its employees or agents may acquire pursuant to, or in the course of performing its obligations under, any provision of this Agreement; provided, however, that such obligation to maintain confidentiality shall not apply to information which at the time of disclosure was in the public domain not as a result of acts by the receiving party. Each party acknowledges that the unauthorized disclosure or use of confidential information or the other party would cause irreparable harm and significant injury to the non-disclosing party that may be difficult to

compensate. Accordingly, each party hereto agrees that the non-disclosing party shall have the right to seek and obtain temporary and permanent injunctive relief in addition to any other rights and remedies it may have. For purposes hereof, the obligation of confidentiality shall not apply to information that is;

- (a) In the public domain at the time of disclosure;
 - (b) Has been lawfully obtained by the disclosing party from a third party under no obligation of confidentiality; or
 - (c) Is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, or under the *Freedom of Information Act*, whereupon the non-disclosing party shall provide prompt written notice to the disclosing party prior to such disclosure, so that the disclosing party may seek a protective order or other remedy.
 - (d) Notwithstanding the foregoing, DPT recognizes that Customer is subject to Florida Statutes Chapter 119, The Public Records Law and Florida Statutes Chapter 286, Florida Government-in-the-Sunshine Law ("Sunshine Laws") and to the extent of any conflict between this Section 7 and the Sunshine Laws, Customer shall abide by the Sunshine Laws.
- (2) In the event a protective order is inappropriate or another remedy is not obtained, the non-disclosing party agrees to disclose only that portion of the Confidential Information which is required. Confidential information provided by DPT to the Customer shall specifically include, but not be limited to, all application technology, software and all related manuals, documentation, memoranda, report formats proposals and contracts and any other information provided by DPT in any form. Notwithstanding any other provision of this Agreement, each party hereto agrees to indemnify the other party for all costs and damages of any kind whatsoever, including, without limitation, lawyers' fees and expenses, incurred by such other party as a result of any breach of confidentiality by the indemnifying party of its obligations under this Section 7.
 - (3) DPT warrants that all information stored regarding the operation of the Customer's EMS Units will be fully protected and will at no time be accessible to any party other than those listed in Appendix E and appropriate staff of DPT.

8. SOFTWARE LICENSES, TITLE AND DOCUMENTATION

- (1) The application technology, software and related documentation used or developed by DPT, including any software or documentation developed by or on behalf of DPT at the request or suggestion of the Customer and any software and documentation provided to the Customer by DPT, and all copies thereof (collectively the "EMS Software"), excepting the Software Products (defined below), are proprietary to DPT and title thereto remains in DPT. All applicable rights to patents, copyrights, know-how, trademarks and trade secrets for all such EMS Software are and shall remain in DPT.

- (2) The Customer hereby acknowledges that certain licensed software products and documentation therefore ("Software Products") have been or may, in the future, be licensed for use by the Customer or DPT from certain third parties (each a "Licensor" and collectively, the "Licensors") under the terms of license agreements of various dates (each a "License Agreement" and collectively, the "License Agreements"). The Customer acknowledges that the License Agreements contain and constitute valuable trade secrets and confidential information belonging to the Licensors and that all applicable rights in the patents, copyrights, trademarks and trade secrets in such software products are, and will remain the Licensors. The Customer's use of any such Software Products hereunder are subject to the terms and conditions of the applicable License Agreement for such Software Products, and DPT makes no additional representations or warranties regarding such Software Products.
- (3) Without limiting the generality of Section 7 hereof, the Customer hereby agrees:
 - (a) to use its best efforts to keep confidential EMS Software and any Software Products licensed under the License Agreements, and to abide by and comply with the nondisclosure and confidentiality provisions of this Section 8 both with respect to EMS Software and also with respect to Software Products covered by the License Agreements,
 - (b) Not to use such licensed Software Products or EMS Software, except as contemplated by this Agreement.
- (4) The Customer and DPT are responsible for third party licenses as individually defined in Appendix C. Each party to this Agreement shall cover the cost of acquiring the necessary licenses according to this Agreement.
- (5) **Liabilities - Licenses.** The party responsible for the licensed Software product according to Appendix C shall cover liabilities occurring because of breach of license terms. This includes consequential damage.

9. TERM AND TERMINATION

- (1) DPT may terminate this Agreement upon the occurrence of one or more of the following events:
 - (a) If the Customer fails to perform obligations hereunder or materially breaches any terms or condition of this Agreement. Customer will be notified in writing of alleged breach and/or failure to perform a condition of this Agreement and Customer will have 30 days upon receipt of notice to resolve the issues identified in writing.
 - (b) If the Customer becomes insolvent, enters into an assignment for the benefit of its creditors or commences bankruptcy proceedings, whether voluntary or involuntary;
 - (c) If the representations and warranties made by the Customer in this Agreement are not true and correct in all material respects.
 - (d) Upon 30 days written notice of cancellation to the Customer.

- (2) The Customer may terminate this Agreement upon the occurrence of one or more of the following events:
 - (a) If DPT fails to address and resolve application specific issues within 30 days after receipt of notice from the Customer;
 - (b) If DPT becomes insolvent, enters into an assignment for the benefit of its creditors or commences bankruptcy proceedings, whether voluntary or involuntary;
 - (c) Upon 30 days written notice of cancellation to DPT.
- (3) "Minimum Term" is defined to be one full calendar month from the Effective Date of this Agreement.
- (4) If this Agreement is terminated by DPT prior to the expiration of the Minimum Term for the reasons described in Section 9(1)(a) through (1)(c) above or the Customer for reasons other than as described in Section 9(2)(a) through (2)(b) above, the Customer agrees to be responsible for and pay DPT the fees pursuant to Section 3 hereof for the duration of the Minimum Term.
- (5) In the event of any termination of this Agreement, DPT shall be entitled to payment and the Customer shall be obligated to pay for any and all Services rendered by DPT under this Agreement prior to the date of such termination. Additionally, notwithstanding any termination of this Agreement, the provisions set forth in Sections 6, 7, 8, 10 and 18 of this Agreement shall survive such termination and remain in full force and effect.
- (6) Upon termination of this Agreement, the Customer may request DPT to return all of the Customer's data in a CSV file format for \$500.

10. LIMITATION OF LIABILITY

- (1) In no event shall either party be liable to the other for any loss or injuries to earnings, profits or goodwill, or for any consequential, exemplary, special, incidental or punitive damages of any person or entity (including damages for loss of business profits, business interruption, loss of business information, and the like) whether arising in contract, tort or otherwise, even if either party has been advised of the possibility of such damages. DPT shall not be liable for any claim arising from the use of software or data which has been modified by anyone other than DPT, its agents, assigns or subcontractors, or for any claim arising from the use of any software developed or modified by customer, its agents, assigns or subcontractors, or which has been provided to or acquired by customer under any license or otherwise from any third party.
- (2) DPT shall not be responsible for, expressly or impliedly, any contractual obligation or liability of any kind whatsoever of the Customer or the Customer's employees or agents. The Customer hereby agrees to indemnify and hold DPT harmless from any and all claims, losses, lawsuits, liabilities, expenses, costs, damages and fees (including attorney's fees) arising from the Customer or the Customer's employees' and/or agents' activities with respect to breaches of the

warranties hereunder, or any errors and omissions in using the Services provided hereunder in connection with the Customer's provision of services to any third party.

- (3) The limitations set forth in this section shall apply even if other remedies fail of their essential purpose.

11. INDEPENDENT CONTRACTOR STATUS

DPT shall perform all Services under this Agreement as an "independent contractor" and not as an agent of the Customer. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between DPT and the Customer. Neither DPT nor the Customer shall at any time have the power to bind the other party.

12. FORCE MAJEURE

Neither party shall be responsible for any delay or failure of performance resulting from any events or conditions not reasonably within the control of such party, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of such interference, and the other party shall likewise be excused from the performance of its obligations on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with.

13. ACCESS SECURITY STANDARDS

The Customer agrees to impose upon its computer equipment security standards reasonably acceptable to DPT to protect the Services from any unauthorized access or possible unauthorized access.

14. PARTIAL INVALIDITY

The enforceability or invalidity of any provision of this Agreement shall not render any other provision hereof unenforceable or invalid.

15. THIRD PARTIES

Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors, and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation/liability of any third persons to any party to this Agreement, nor shall any provision in this Agreement give any third persons any right or subrogation or action over or against any party to this Agreement.

16. NOTICES

All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the applicable party, or received by facsimile and followed by registered or certified mail with return receipt requested, postage prepaid, and addressed to the applicable signatory at the address appearing at the beginning of this Agreement (or at such other address as any party may hereafter designate by notice to the other).

17. ASSIGNMENT

The Customer may not assign or transfer its rights and obligations hereunder without the prior written consent of DPT.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of DPT, the Customer and their respective successors and assigns.

19. ENTIRE AGREEMENT

This Agreement with its attached Appendices sets forth and constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and understandings, whether written or oral, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein.

20. AMENDMENT

This Agreement may be amended or modified only by a written instrument signed by DPT and the Customer.

21. SECTION HEADINGS

The section headings used herein are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by the parties and transmitted by facsimile or other form of electronic transmission and if so executed and transmitted shall be for all purposes as effective as if the parties had delivered an executed original Agreement.

23. JURISDICTION

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. Any dispute arising from this Agreement shall be settled by arbitration under the rules of the *American Arbitration Association*. The determination of the arbitrator(s) will be binding and the cost of arbitration will be apportioned between the parties as the arbitrator(s) deem appropriate.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on the _____ day of _____, 20__ effective as of the Effective Date.

DIGITAL PAYMENT TECHNOLOGIES CORP.

By:

(Authorized Signatory - Signature)

Laura A. Colwill, CA
Chief Financial Officer

(Authorized Signatory - Printed Name & Title)

Date

TOWN OF SURFSIDE

By:

(Authorized Signatory - Signature)

(Authorized Signatory - Printed Name & Title)

Appendix "A" - Schedule of EMS Services

Below is a list of EMS Services to be provided per unit upon the Effective Date as set out in this Agreement and referenced in Sales Order # 26019:

Serial No.	CC Processing, Reporting, Monitoring & Alarming	Billing Date
SO# 26019		
300010360217	\$75/mo/unit	Effective Date
300010360218	\$75/mo/unit	Effective Date
300010360219	\$75/mo/unit	Effective Date
300010360220	\$75/mo/unit	Effective Date
300010360221	\$75/mo/unit	Effective Date
300010360222	\$75/mo/unit	Effective Date
300010360223	\$75/mo/unit	Effective Date
300010360224	\$75/mo/unit	Effective Date
300010360225	\$75/mo/unit	Effective Date
300010360226	\$75/mo/unit	Effective Date
300010360227	\$75/mo/unit	Effective Date
300010360228	\$75/mo/unit	Effective Date
300010360229	\$75/mo/unit	Effective Date
300010360230	\$75/mo/unit	Effective Date
300010360231	\$75/mo/unit	Effective Date
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300010360234	\$75/mo/unit	Effective Date
300010360235	\$75/mo/unit	Effective Date
300010360236	\$75/mo/unit	Effective Date
300010360237	\$75/mo/unit	Effective Date
300010360238	\$75/mo/unit	Effective Date
300010360239	\$75/mo/unit	Effective Date

EMS services are billable, monthly in advance, upon the Effective Date of the EMS services on the pay stations, as defined in this Agreement.

EMS services are payable the last day of the month. Any amounts unpaid after 30 days are subject to interest at 18% per annum. The Customer hereby agrees to pay any interest incurred due to such late payment. Should there be any amounts remaining unpaid for greater than 60 days with regards to EMS services, the contractor has the right to terminate such services.

DATED: _____

TOWN OF SURFSIDE

By:

(Authorized Signatory - Signature)

(Authorized Signatory - Printed Name & Title)

Appendix "B" –Services Available

The following EMS services are available with the LUKE and SHELBY product lines as of the date of this agreement.

EMS Basic

Includes the ability to:

- Securely log into the system from anywhere using Internet Explorer 5.x and newer with 128 bit SSL encryption
- Create, delete and maintain user accounts
- Configure rates, messages and other parking station information then remotely distribute it to your pay stations
- Compile and retrieve valid / expired stall information for all pay stations using any pay station that is on the network
- Allow parkers to add time to their permit from any pay station on the network

Real-time Credit Card Processing

Includes the ability to:

- Approve or decline credit card payments at the paystation in real time
- Provide a bank generated authorization number printed on the permit at time of purchase
- Refund credit card transactions via the EMS web application

Real-Time Monitoring and Alarming

Includes the ability to:

- Use a web browser to retrieve the status of pay station resources such as door, printer, batteries, paper, cash receptacles, bill validator, and shock alarms
- Allow real time alarm notification to users via email or text message

Reporting

Includes the ability to:

- Use a supported web browser to view, print or export current totals of permit sales in real time
- View, print or export a copy of any Audit Report as soon as it is generated at the paystation
- Query, view, print or export transaction details by setting, region, pay station transaction purchase or expiry time
- View, print or export credit card processing details
- View, print or export coupon usage details

Coupons

Includes the ability to:

- Specify the effective dates of coupon availability
- Specify the number of times a coupon may be used (including unlimited)
- Restrict access to rates based on a coupon number
- Specify a percentage discount based on a coupon number
- Specify a region, pay station or stall range for coupon validity

Campus / Custom Card Processing

Includes the ability to:

- Accept Campus Value Cards based on any of the following systems:
 - Blackboard
 - TotalCard
 - NuVision
- Accept custom coded mag-stripe cards with real-time authorization

Pay By Cell Integration

Includes the ability to:

- Enable parkers to purchase parking via a pay by cell provider and have the transaction information integrated into the pay station network
- Enable pay by cell transactions to be integrated into pay station enforcement reports

Appendix "C" - Ownership of Software Licenses

Customer:

Microsoft Internet Explorer

Digital Payment Technologies Corp.:

JBoss

MySQL

JASPER Reports

Operating system (Redhat Enterprise Server, Solaris 10)

Appendix "D" - Software and Technical Support

Separate Agreement

User support - terms and condition

Basic application support:

Workdays 06:30 am – 5:00 pm PT

Included in basic service

Technical support:

Workdays 06:30 am - 5:00 pm PT

Included in basic service

1. *Support Services:*

- 1.1. DPT will provide technical support by telephone and email. DPT is to be contacted by telephone at its telephone number for support services or by email at helpdesk@digitalpaytech.com. If a DPT representative is not available to take the call at the time it is made, the call will be returned. DPT's regular support hours are 6:30am to 5:00pm Pacific Time Monday through Friday (exclusive of holidays). During non-business hours, weekends and holidays, DPT will provide an emergency response pager service. Notification will be provided to clients if these hours change.
- 1.2. DPT will use commercially reasonable efforts to respond to calls and reply to emails and to solve problems. The Customer will cooperate and work together with DPT to facilitate DPT's efforts to provide assistance and to meet the guidelines set forth in Appendix D or such other guidelines as DPT and the Customer may agree upon. However, DPT will not be in breach of its obligations under these Terms and Conditions or under the Standard One-year Limited Warranty or the Extended Telephone/Email Support Packages if it fails to meet the guidelines set forth in Appendix D or such other guidelines.

2. *Customer's Obligations:*

- 2.1. Each Customer who is a Licensee will provide notice in writing (including by email) to DPT setting forth the names of the Licensee's Support Contacts, each of whom will be properly trained in the use and support of the relevant Payment Station and Software. DPT is authorized and directed by the Licensee to deal with such Licensee's Support Contacts.
- 2.2. When calling for technical support, the Customer will provide a detailed description of the problem and a summary of the basic troubleshooting that has already been tried.
- 2.3. The Customer and if the Customer is a Licensee, the Licensee's End-user, will be responsible for proper maintenance of the relevant Payment Station in accordance with DPT's recommendations and requirements for the Payment Station and for keeping accurate and complete maintenance records for the Payment Station.
- 2.4. The Customer and if the Customer is a Licensee, the Licensee's End-user, will be responsible for ensuring that the Software is installed on a computer that meets or exceeds the minimum requirements outlined by DPT. The Customer acknowledges that upgrades to the Software and increases in the size of databases may require upgrades to the computer hardware. The Customer and if the Customer is a Licensee, the Licensee's End-user, will be responsible for any upgrades to the computer that may be required.
- 2.5. The Customer and if the Customer is a Licensee, the Licensee's End-user, will also be responsible for the proper operation and maintenance of the Software in accordance with DPT's recommendations and requirements, and for the proper operation and maintenance of the computer on which the Software is installed and the operating system and other software installed on such computer.

- 2.6. The Customer and if the Customer is a Licensee, the Licensee's End-user, will provide a high-speed Internet connection to enable DPT to perform remote diagnostics on the Software, if required.**
- 2.7. The Customer and if the Customer is a Licensee, the Licensee' End-user, will ensure DPT is provided with any licenses, software and equipment required for DPT to reproduce any problems for which the Customer is seeking DPT's assistance.**

Appendix "E" - Contacts and List of Authorized Personnel

The following person(s) are authorized by the Customer to order new Services, change existing Services or terminate Services on behalf of the Customer:

Name	Title

The following person(s) are authorized by the Customer to request and receive a new administrator password should the Customer forget or lose the current password. It is recommended that more than one name be provided in the event one of the authorized persons is not available.

Name	Title

All communication regarding changes, additions or deletions to services or authorized individuals must be provided on company letterhead with an authorized signature.



**Town of Surfside
Town Commission Meeting
November 9, 2010
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

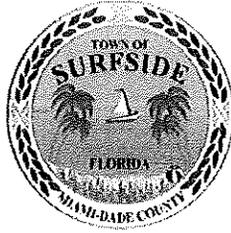
Title: Truth and Reconciliation Panel

Objective: To query the Commission if it sees value in establishing a panel of outside experts to listen to and adjudicate residents' concerns related to possible legal, ethical or management violations allegedly perpetrated by elected officials and Town staff.

Consideration: This initiative is proposed in the spirit of reconciliation for the "good and welfare" of Surfside. After serving as an elected official over the past eight months, it is abundantly clear to me that our Town is divided and that this Commission's ability to advance important initiatives is being hampered by a sentiment of suspicion and mistrust. Such sentiments may linger unless we "clear the air" and seek resolution for those items requiring it.

I propose that this concept, if adopted, would be managed by our Interim Town Manager and would include representatives (i.e., panel members) nominated by residents, who would serve for a defined term, and have the responsibility to evaluate resident claims and refer such claims, if credible, for action by the State Attorney's Office, the County's Commission on Ethics, and/or Florida Commission on Ethics as appropriate.

Should the Commission agree with this approach, I propose to return at the December Commission meeting with a more structure framework for implementation.



Town of Surfside Commission Communication

Agenda Item # 9B

Agenda Date: November 9, 2010

Subject: Proposed Water, Sewer, Stormwater Infrastructure Financing and Preliminary Authorization to Proceed.

Objective: To obtain Commission authorization to take initial steps for a competitively solicited Bank Loan in the amount of approximately \$13 million to finance recommended Water, Sewer and Stormwater infrastructure projects. \$3 million of potential grants and the utilization of existing reserves reduce the estimated total construction costs of \$16 million requiring financing.

Recommendation: It is recommended that the Surfside Town Commission:

1. Approve Bryant Miller Olive (BMO) as the Town's Bond Council,
2. Authorize The PFM Group to solicit proposals from multiple banks to provide the best possible rates and terms for the debt necessary to finance the projects,
3. Establish a citizen based Committee to review the proposed financing and report to the Town Commission before a final determination is rendered.
4. It should be very clear that the source of repayment is water, sewer, drainage system utility users and not the general funds of the Town.

Background: The Surfside Town Commission consultants including engineering, planning and financial have determined that the need exists to construct water and sewer as well as stormwater capital infrastructure improvements (the "Projects" – See Exhibits A, B, C and D). The projects were updated in scope and were included in the Fiscal Year 2010-2011 budget process as well as the recently approved capital improvements element (CIE) of the Comprehensive Plan. Further, the need for and a listing of these projects have been brought before numerous Town Commissions since 1995 when the consent decree was entered into with the Miami-Dade DERM - See Exhibit E.

The PFM Group and staff are proposing tax-exempt financing from a competitively solicited bank loan to pay for the infrastructure improvements. Please refer to the PFM "Plan of Finance" memorandum – See Exhibit F. Subsequently, upon ranking and recommendation

by The PFM Group, staff will meet with a citizen based committee comprised of Surfside residents with expertise to review the information and report separately prior to submitting a final recommendation report to the Commission.

Scope of Project: The water, sewer and stormwater infrastructure and drainage system to be upgraded are depicted in Exhibit G attached. It is comprised of new water service, lining existing sewer pipes, upgrading lift stations and improving drainage systems throughout the community.

Analysis: Bryant, Miller and Olive P.A., the previously selected bond counsel as appointed by the Commission in 2008, has outlined the necessary actions for structuring the transaction which will provide for Town authority to issue debt - Exhibit H attached. Should the Commission approve the first step in the financing, there will be many more steps in the process. It should be very clear that authorizing the preliminary work to go forward does not commit the Commission to complete a transaction until all the details are in and the documents are before you. It should also be clear that BMO and PFM do not get paid until the transaction is closed. The final terms of any Financing agreement will be presented to the Town Commission for approval via an Ordinance. Additionally, The Bond Ordinance will require two Commission readings including public hearings

Budget Impact: The proposed financing was approved in the FY 2010-2011 budget process through rate adjustments necessary to amortize the debt.

Growth Impact: This project is not being implemented to allow growth. It is being built to replace aging lines, ensure that the Town meets the requirements of a consent decree, cease losing potable water through leaks or paying surcharges for sewer infiltration, and provides adequate fire flow to protect our citizens.

Staff Impact: The Finance Director, as well as the Finance Department, will be required to maintain accounting for and reporting of the new Debt Service until final maturity.


Finance Support Svs. Dept Director


Town Manager



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Fort Lauderdale Office - 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807

Palm Beach Office - 560 Village Blvd, Suite 340, West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360

Memorandum

DATE: October 26, 2010
TO: Roger Carlton, Town Manager
FROM: John Messerian
SUBJECT: Infrastructure Projects
PROJECT: Water, Sewer, and Stormwater
CC: JoLinda L. Herring, Sergio D. Masvidal, Martin Sherwood

The updated total construction cost for the water, sewer and stormwater projects are estimated to be approximately \$16 million.

WATER DISTRIBUTION SYSTEM

This project provides for the replacement of several miles of water system pipe known to be in particularly poor repair with substantial loss of water between the Town's Master Meters and the consumer. A replacement program is long overdue for the entire system, including valves, hydrants, and auto read meters. The construction time will be 15 months in conjunction with the sanitary sewer and stormwater projects. The 5-year CIP addresses minimal repairs only to maintain the current level of service.

The Town of Surfside's potable water is provided by the Miami-Dade County Water and Sewer Department (MDWASD), which provides service for approximately two million customers in Miami-Dade County. The Town of Surfside is considered as a wholesaler; however, must abide by the same rules, regulations, law, and code as the County.

The water is distributed to residents and commercial business by the Town via approximately 11 miles of cast iron pipe installed in 1938. Primary mains feeding the system run under the Town's streets and vary in size from 6-inch to 16-inches in diameter, which feed three-inch and four-inch water lines located along the rear property lines. Disrepair and corrosion for over 70 years has created a fragile water distribution system that has repetitive breaks, loss of pressure, loss of potable water, pavement restoration and other expenses.

In accordance with the approved Surfside Comprehensive Plan, the Town's goals for potable water are as follows:

- A. Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Note that pressure regulators will be installed at the meter to maintain a reasonable pressure at the point of service.

- B. Water quality shall meet all federal, state, and county primary standards for potable water.
- C. The level of service (LOS) standard for potable water facilities shall be 155 gallons per capita per day.

A water main replacement program has been implemented In order to provide uninterrupted potable water, improve level of service Town-wide, and meet ISO fire demands of 2,500 gpm with a 20 psi residual in the line. Currently, construction documents are complete for a Town-wide replacement of the water mains, meters, service laterals and fire hydrants.

SANITARY SEWER COLLECTION SYSTEM

The Town's sanitary sewer collection system failed to meet the Miami-Dade County (MDCC) Infiltration/Inflow (I/I) standards and exceeded the pump station run time limits, which prompted violation notices commencing in 1983. The nonconformance with the MDCC Section 24-42.2 resulted with a Consent Agreement that required the Town to complete the Sanitary Sewer Evaluation Study (SSES). The Sewer Rehabilitation Plan consists of three phases to bring the Town into compliance with the mandates from EPA, MDCC, and DERM and the Consent Agreement.

The Town's sanitary sewer system is interconnected with the Miami-Dade County Water and Sewer Department (MDWASD) system; however, Surfside maintains its own sewer collection system and two pumping stations. By agreement, the Town of Surfside shares a sanitary force main with Bal Harbour that connects to the City of Miami Beach transmission system. The tri-party agreement provides for the transmission of sewage via force mains to the MDWASD system and eventually to the treatment plant and disposal. The agreement has expired and Bal Harbour has proposed the installation of a new line with interconnects with the existing force main, which could serve as an emergency by-pass for either town.

The implementation of the proposed rehabilitation of the existing sanitary sewer system is as follows:

Phase I: Phase I was completed by placing full dish gaskets on all manhole openings. In addition, any rain water leaders found to be attached to the sewer lines will be disconnected from the sanitary sewer system. All service laterals are planned to be either replaced or lined in Phase II to reduce infiltration of ground water.

Phase II: Phase II includes the investigating sewer problems using video, which has been completed, along with a complete inventory and atlas of the condition of the system. Smoke testing and other techniques will be used at the time of relining the existing sanitary system to determine the sources of offsite infiltration / inflow from private properties. All broken sanitary lines will be repaired or lined, as determined by the analysis. Severely deteriorated manholes will be sealed with a "Supercoat" system or full liner to reduce infiltration. Costs and unit prices have been established for lining the moderately cracked pipes and point repairs for the broken pipes. To avoid a construction moratorium, the Town is currently coordinating with the Florida Department of Transportation and their engineering consultant R. Aleman and Associates to determine Harding and Collins overlay impacts to sanitary sewer lining/replacement, as well as other utility improvements.

Phase III: Phase III will consist of renovating the existing pump stations and installation of emergency generators to bring the system back into compliance with the current law, codes and Consent Decree.

STORMWATER SYSTEM

The Town will address a long-term concern for all residents of the Town, who have complained to the Town for at least a decade about water backing into the streets and poor water quality in the adjacent Biscayne Bay along the Town's shores. The project directly addresses The Trust for Public Land's Biscayne Bay Accessibility report, and supports the SFWMD's Biscayne Bay Partnership Initiative (BBPI).

The project will be funded through a cost share program grant with the FDEP contributing \$873,500. Surveying, Engineering design, FDEP / DERM permitting, grant administration and public educations are complete for this project.

The existing catch basins and stormwater collection system and the pipes have been cleaned and an atlas showing each of the improvements, condition and recommendations has been created to maintain the system on a yearly basis as required by the National Pollution Discharge Elimination System Permit. Repairs and replacement program will coincide with the Florida Department of Environmental Protection Stormwater project and grants will augment the CIP as necessary. CGA recently submitted a \$2.9 million grant to FDEP and a \$570,000 grant to South Florida Water Management, both of which have a good possibility of award.

No additional major maintenance responsibilities will result from this project. It is anticipated that the Town will provide electricity to the improvements and minor maintenance. The pumps will generally only run for testing and during storm events, but are designed to move large volumes at those times. Estimated electric power for all three stations is \$35,000 per year. These stations should have a life of at least 25 years at which point the Town anticipates cost sharing for their replacement with FDOT. To fund the replacement, the Town should reserve annually over the next 25 years.

Town of Surfside, FL

Capital Improvement Project

Project:	Water System Maintenance Program						
Priority:	2	Project Manager:		Calvin, Giordano & Associates			
Department:	Public Works		Division:		Water/Sewer		
Project Location:	Town-wide water system						
Fiscal Year:	FY 11	FY 12	FY 13	FY 14	FY 15	5 year Total	PRIOR FYs
Plans and Studies:							
Engineering/Architecture:	\$83,200	\$31,000				\$114,200	\$127,974
Land Acquisition/Site Preparation:							
Construction:	\$4,158,000	\$1,766,371				\$5,924,371	\$381,000
Equipment/Furnishings:							
Construction Service							
TOTAL COST:	\$4,241,200	\$1,797,371				\$6,038,571	\$508,974
Revenue Source:	WUB/WS	WUB/WS					WUB/WS

Description (Justification and Explanation)

This project provides for the replacement of several miles of water system pipe known to be in particularly poor repair. The replacement program is projected over the next several years. It addresses only those existing iron water pipes that are believed to be either undersized, corroded, or both. A replacement program is long overdue for the entire system, including valves and hydrants. The 5-year CIP addresses minimal repairs only to maintain the current level of service.

Appropriations for this project have been provided in prior years amounting to \$508,974 (FY 2008, FY 2009 and FY 2010). These prior appropriations may be added to the prospective 5 year total to identify the complete project total. The total project cost is estimated at \$6,547,545.

To reduce the costs of financing and to utilize reserves for their intended purpose, funding is proposed through a combination of water and sewer fund reserves and financing. Grant funding and replacement reserves offset the anticipated loan amount.

\$375,000 is included in this form to cover the wireless meter reading system. Includes \$30,000 tower. Anticipates changing out about 600 non – transponder meters and adding transponders to other meters.

Future Annualized Impact on Operating Budget

Personnel:		This project improves the system and will predictably lower maintenance costs for the next several decade. Annualized costs for Renewal and Replacement for this system is estimated at \$210,179. Debt Service = \$318,154 annually. This debt service figures assumes a 20 year term at a simple 5% rate.
Operating:		
Replacement Costs:	\$6,305,371/30 = \$210,179	
Revenue/Other:	Debt Service = \$318,154	
Total:	\$528,333	

Town of Surfside, FL Capital Improvement Project							
Project:	Wastewater (Sewer) System Rehabilitation Program						
Priority:	1	Project Manager:		Calvin, Giordano, & Associates			
Department:	Public Works	Division:		Water/Sewer			
Project Location:	Town-wide Wastewater (Sewer) System						
Fiscal Year:	FY 11	FY 12	FY 13	FY 14	FY 15	5 year Total	PRIOR FYs
Plans and Studies:							\$135,000
Engineering/Architecture:	\$78,200	\$26,000				\$104,200	\$206,988
Land Acquisition/Site Preparation:							
Construction:	\$3,908,900	\$1,023,123				\$4,932,023	\$280,000
Equipment/Furnishings:							
Other (Specify):							
TOTAL COST:	\$3,987,100	\$1,049,123				\$5,036,223	\$621,988
Revenue Source:	WUB/WS	WUB/WS					WUB/WS
Description (Justification and Explanation)							
<p>Sewer Rehabilitation Plan: The Sewer Rehabilitation Plan will be broken into three phases. Phase I will bring the town into partial compliance with the mandates from DERM. Phase II and III will complete the requirements as outlined in the Sanitary Sewer Evaluation Study (SSES).</p> <p>Phase I: Phase I was completed by placing full dish gaskets on all manhole openings. In addition, any rain water leaders found to be attached to the sewer lines shall be disconnected from the sanitary sewer system. Any cleanouts that are open to the elements will also be capped. These last two tasks should be at no cost to the city, as this is in violation and the responsibility of the individual home owner.</p> <p>Phase II: Phase II requires investigating sewer problems using video, smoke testing and other techniques to determine the sources of infiltration / inflow. All broken pipes will be repaired or lined, as determined by the analysis. Severely deteriorated manholes will be sealed with a "Supercoat" system or full liner.</p> <p>Phase III: Phase III will consist of renovating the existing pump stations. The pumps and controls along with generators will be replaced.</p>							
Future Annualized Impact on Operating Budget							
Personnel:		\$45,000	Post Phase Program: After the Phases have been implemented, the city should develop a continuing program to maintain the sewer system, consisting of: 1) Smoke testing, 2) Replace leaking manholes and cleanout caps, 3) Raise manhole ring and cover assemblies where necessary, 4) Grout and seal manholes and gravity sewer pipe where necessary, 5) Lined gravity sewer pipe, and 6) Inflow prevention devices for all new manholes. Costs to the left represent estimates for proper maintenance of these program components.				
Operating:		\$45,000					
Replacement Costs:	5,212,023/20 years = \$260,601						
Revenue/Other:	Debt Service = \$377,151						
Total:		\$727,752					

Funded – Dependent on Rat

Town of Surfside, FL

Capital Improvement Project

Project:	Stormwater Pollution Control Project						
Priority:	1	Project Manager:		Calvin, Giordano, & Associates			
Department:	Public Works		Division:		Stormwater		
Project Location:	Town limits						
Fiscal Year:	FY 11	FY 12	FY 13	FY 14	FY 15	5 year Total	Prior FYs
Plans and Studies:							\$13,423
Engineering/ Architecture:	\$59,442					\$59,442	\$212,135
Land Acquisition/ Site Preparation:							
Construction:	\$1,264,000	\$1,507,190				\$2,771,190	
Equipment/ Furnishings:							
Monitoring & Educ.:	\$30,000					\$30,000	\$168,000
TOTAL COST:	\$1,353,442	1,507,190				\$2,860,632	\$393,558
Revenue Source:	SF:FDEP	SF:FDEP					SF:FDEP

Description (Justification and Explanation)

The proposed stormwater project consists of retrofitting three of the Town's outfall pipes to reduce pollutants and fresh water entering Biscayne Bay. The proposed facilities at each location will consist of a stormwater pump station which pumps water into a new drainage wells. In order to address pollution concerns for a Florida Department of Environmental Protection (FDEP) drainage well permit, the Town will install Nutrient Separating Baffle Boxes upstream of the pump station to provide treatment before the runoff enters the groundwater.

The Town will address a long-term concern for all residents of the Town, who have complained to the Town for at least a decade about water backing into the streets and poor water quality in the adjacent Biscayne Bay along the Town's shores. The project directly addresses The Trust for Public Land's Biscayne Bay Accessibility report, and supports the SFWMD's Biscayne Bay Partnership Initiative (BBPI).

The project will be funded through a cost share program grant with the FDEP. The Town anticipates receipt of a total of \$873,500 from FDEP for this project. Possible additional FDEP assistance exists. To finance the Town's portion, the Town anticipates borrowing up to \$3,036,418 for this project. This would capture project costs plus the financing of transaction costs.

Future Annualized Impact on Operating Budget

Personal:		No additional maintenance responsibilities will result from this project. It is anticipated that the Town will provide electricity to the improvements however. The pumps will generally only run for testing and during storm events, but are designed to move large volumes at those times. Estimated electric for all three stations is \$35,000. These stations should have a life of at least 25 years at which point the Town anticipates cost sharing for their replacement. To fund the replacement, the Town should reserve annually over the next 25 years.
Operating:	\$35,000	
Replacement Costs:	\$2,771,190/25 = \$110,848	
Revenue/Other:		
Total:	\$145,848	

EXHIBIT E

TOWN OF SURFSIDE, FLORIDA WATER, SEWER, STORMWATER - ENTERPRISE FUNDS CAPITAL PROJECTS AND FINANCING - KEY DATES/MILESTONES

Date	Milestones to: 11/9/2010
January, 1938	Water system constructed (date estimated)
January, 1949	Sanitary sewer system constructed (date estimated)
April, 1995	EPA Consent Decree, construction moratorium
January, 2001	Pavement of streets (date estimated)
April, 2007	DERM Consent Agreement
August, 2007	Peak flow analysis completed
August, 2007	Bal Harbour/Surfside force main break
August, 2007	Sanitary Sewer Evaluation Study (SSES) completed
January 2008	Phase I sanitary sewer improvements completed
January, 2008	Town awarded FDEP Grant S0374 for \$873,500 for stormwater improvements (match & construction required)
June, 2008	Selection of PFM group, LLC as Financial Advisor
July, 2008	Initial selection of Bryant Miller Olive as Bond Legal Council for Community Ctr/Aquatics facility project
September's 2008 and 2009	Water/Sewer, Stormwater FY's Budget Adopted including Capital Project's and funding for Independent Water/Sewer Rate Study (2009)
July, 2009	Town awarded FDEP Grant LP 6787 \$125,000 for stormwater improvements
Summer, 2009	Approval/Acknowledgement received from Miami-Dade County for Surfside Building Better Communities (BBC-\$829,000) referendum proration
December, 2009	Comprehensive Plan and EAR includes the work to be financed
December, 2009	Town awarded FDEP Grant LP LP 8979 for sanitary sewer improvements
January, 2010	Selection of TischlerBise as Rate Study Consultant via competitive bid
January, 2010	SCADA / Remote monitoring of Pump Stations required
Spring and Summer, 2010	Rate Study Commission Direction and Community Outreach sessions held
September, 2010	Water/Sewer, Stormwater Budget Adopted including updated Capital Project's and proposed financing
October, 2010	Updated Comprehensive Plan and EAR
November, 2010	Proposed Commission preliminary authorization to: 1. Formally approve BMO as Bond Council, 2, Authorize PFM Group to proceed with a Bank Request for Letter Of Interest (RLI) for \$13,000,000, 3. Establish a citizen debt service review committee.



The PFM Group

Public Financial Management, Inc.
 PFM Asset Management LLC
 PFM Advisors

2121 Ponce De Leon Blvd.
 Suite 510
 Coral Gables, FL
 33134

305-448-6992
 305-448-7131 fax
 www.pfm.com

October 26, 2010

Memorandum

EXHIBIT F

To: Roger Carlton, Town Manager
 Martin Sherwood, Finance Director

From: Public Financial Management, Inc.

Re: Water/Sewer & Stormwater Projects – Plan of Finance

The Town of Surfside, Florida (the “Town”) is currently evaluating options to fund the construction of wastewater, water, and stormwater improvements (the “Projects”). The projects, in total, are estimated at approximately \$16 million, however only \$13 million will be financed. Public Financial Management, Inc. (“PFM”), serving as the Town’s financial advisor, is providing this memorandum summarizing the considerations for the financing alternatives available to the Town and the recommended plan of finance to fund these necessary projects. It should be noted that while a pay-as-you-go approach is typically viewed as the most cost-effective form of funding; most issuers do not have the upfront or annual revenues necessary to complete projects on a timely basis. As such, financing alternatives must be considered if the Town desires to proceed with completing the projects in a shorter period of time.

The security pledge and repayment source for the financing is anticipated to come from budgeted water, wastewater, and stormwater revenues (user fees). Due to the size and security of the financing, it is expected that the Town can achieve attractive financing rates through a competitively bid bank loan. In addition to the low interest rate environment, the Town will have the ability to negotiate the terms within a bank loan to best suit the attributes of the project and the different potential components, including potential grant monies and other loan options that may materialize in the future. The table below summarizes several financing alternatives the Town may consider to finance the projects.

<u>Type of Financing</u>	<u>Pros</u>	<u>Cons</u>
Bank Loan	<ul style="list-style-type: none"> • Does not require ratings or credit enhancement • Lowest rates available if structured to enable banks to receive tax advantage (Bank Qualified rates) • Can utilize provisions made available through ARRA interest subsidized bond • Fewer administrative requirements 	<ul style="list-style-type: none"> • Typically longest allowable term is 15-20 years • Interest rate subject to increase if tax laws change or loan is deemed taxable in the future
League of Cities	<ul style="list-style-type: none"> • Possibly slightly lower cost of issuance due to economies of scale • Market access for smaller issuers that don't have capability • Can issue bonds out to 30-years 	<ul style="list-style-type: none"> • Typically slightly higher interest costs than direct bank loan • Limited control over issuance terms, timing, etc... • Administrative fees can offset cost of issuance savings
State Revolving Fund Loan Program	<ul style="list-style-type: none"> • Repayment period is generally 20 years on loans • Interest rates are usually lower than what is available to smaller local governments • The SRF takes care of sale process and arbitrage compliance • Potential for principal forgiveness through legislative appropriation 	<ul style="list-style-type: none"> • Specific coverage requirements • Loans are disbursed on a cost incurred basis, not upfront • May have to fulfill additional Debt Service requirements
Publicly Offered Bond	<ul style="list-style-type: none"> • Able to reach a broad market of investors • Can issue bonds out to 30-years • Flexible schedule 	<ul style="list-style-type: none"> • Need ratings or credit enhancement • Higher costs of issuance • Greater administrative requirements



All of the mechanisms listed above would be suitable for the Town's upcoming financing. However, the other available mechanisms, particularly the public offering and League of Cities bond program, do not provide the Town with the additional flexibility necessary to create the most efficient plan of finance. It is PFM's recommendation, based on the attributes of the projects and the other considerations taken into account that the Town proceed with a Plan of Finance anticipating a 15 or 20yr bank loan.

A bank loan offers several key components that make it the best suited option for the Town's specific needs. First and foremost, a bank loan should offer attractive interest rates with low issuance costs. Secondly, the bank loan alternative offers the Town the greatest amount of flexibility to negotiate loan terms and prepayment options. This is an important consideration as the Town has initiated several grant programs that may be utilized to offset a portion of the costs of the project. However the timing on the grant funds will likely come at a later date, after construction is underway/complete, therefore the Town does not have complete certainty as to if/when those funds would be received. As such we would anticipate drafting loan terms that allow the Town to prepay portions of the loan amount if/when grant or other monies are received. The State Revolving Fund Loan Program, or SRF, is also a viable low-cost alternative. However the Town would likely need to wait until the next round of projects are evaluated and SRF funds are made available (at this time not expected until late spring – at earliest). As such the Plan of Finance is to close the bank loan early in 2011 so that the Town has the necessary funding in hand to complete the projects. In addition, at that time there should be further clarification on the availability and timing of grant and other monies that can be applied to reduce the amount of borrowing.

PFM will continue to work with the Town to develop the Plan of Finance in order to fund these necessary capital projects. The next step in the transaction process is to competitively procure bank proposals. To this extent PFM will craft a Request for Letters of Interest and circulate to our extensive database of bank loan providers. As a procedural matter, PFM will also cross check our distribution list with Town staff to ensure that we include all potential banking partners are included in the circulation. Upon receiving bank proposals PFM will work with staff to evaluate and summarize the bids, along with highlighting any key loan terms. Once the most responsive proposer has been determined PFM will work with Bond Counsel and staff to negotiate the key terms within the bank loan. In addition to the actual bank loan negotiation there are a number of intermediate steps that will be completed, including documentation and Town Council approvals. A detailed schedule of events will be prepared in order to ensure that the financing methodically results in completion. Ultimately the final terms of any agreement would come before the Town Council for approval.

Please contact us if you have any questions or concerns regarding the plan of finance for the Town's projects summarized within this memorandum. We look forward to assisting the Town with a successful financing.

MEMORANDUM

TO: TOWN COMMISSIONERS
TOWN OF SURFSIDE, FLORIDA

FROM: JOLINDA HERRING
BYRANT MILLER OLIVE P.A.

DATE: OCTOBER 26, 2010

RE: UTILITY CAPITAL IMPROVEMENTS

Below is an outline of the actions to be taken by the Town Commission of the Town of Surfside, Florida (the "Town") in order to finance the utility capital improvements as contemplated through a Bank.

Structuring the Deal

The first item the Town must consider in structuring a bond transaction is deciding on the scope of the project and how much the project will cost to complete. Then, the Town may want to have an initial meeting with the Financial Advisor, Engineer, the Town Attorney and Bond Counsel regarding the project and its viability. At the initial financing meeting, the discussion should include, structuring the deal, purpose of the borrowing, use of the proceeds, timing of the transaction, pending litigation, and other pertinent issues. This step was completed at a meeting on Thursday, October 21, 2010.

Authority to Issue

The Town Attorney and Bond Counsel should determine under what authority the Town has to issue the bonds. This must start with a review of the Florida Constitution and Statutes. Under the Florida Constitution, municipalities have governmental, corporate and proprietary powers and may exercise any power for municipal purposes except as otherwise provided by law. Hence, projects to be financed by municipalities must constitute a valid municipal purpose.

Chapter 166, Florida Statutes contains the basic home rule power for municipalities to issue bonds or incur debt. Chapter 166, Part II authorizes the issuance of revenue bonds for capital or "other projects." The proposed project will be issued pursuant to Chapter 166, Part II.

Ordinance

After receipt of a commitment from a Bank, pursuant to Section 21 of the Town's Charter, the Town will then need to enact an ordinance authorizing the issuance and providing for the details of the bonds. Such enactment will require two readings of the ordinance with a public hearing. Based on the proposed timing for receipt of funds to commence the proposed project, the first reading of the ordinance should be held at the Town Commission's regular meeting on December 14, 2010 with the second reading and public hearing being held at the Town Commission's regular meeting on January 11, 2011. The ordinance will need to be advertised in a newspaper of general circulation in the municipality at least 10 days prior to the second reading and public hearing on January 11, 2011.

The Closing

After the ordinance has been enacted, Bond Counsel will circulate, to all parties, drafts of the proposed closing documents, including tax certifications, for review. During this time period, Bond Counsel, Bank's Counsel and the Town Attorney will have reviewed all applicable documents and made a determination that the bonds are valid in the State of Florida. Typically, a pre-closing is scheduled the day prior to the actual "closing" of the deal. At the pre-closing the appropriate Town officials and appropriate attorneys will be there to sign all documents, reducing the weeks or months of discussions to writing. Bond Counsel will hold all the documents in escrow until the day of closing when they will be released upon Bond Counsel's satisfaction that everything that is required to happen, has happened according to Florida law. On the day of the closing, the Bank will wire the funds into the appropriate accounts in accordance with the Closing Memorandum. When Bond Counsel has official notification that all funds have been wired and received by the City, they will declare the transaction officially closed.



Town of Surfside Commission Communication

Agenda Item #: 9C

Agenda Date: November 9, 2010

Subject: Surfside Library Asset Commission Directive.

Objective: Seek Commission direction regarding the Surfside Library de-accessioning of assets.

Background: The current Library modular lease is set to expire on April 30, 2011. Notification of intent to return the modular when the lease expires must be completed in January 2011. Please note that there is a fee of \$2500 associated with the removal of the modular per the existing contract and that the Library modular presently costs \$5058 per month to maintain (modular rental, electricity, insurance).

Since April 2008, due to the limited space in the Library modular, there are 440 boxes in offsite storage (Pompano Beach, FL) at a cost of \$3900 per year.

Analysis: The following are recommendations to facilitate the de-accessioning of the Library assets based on guidelines provided by Ms. Karen Muller, the Librarian and Knowledge Management Specialist with the American Library Association (www.ala.org).

First Priority - Depending on the subject matter, certain categories of books will be distributed in the proper manner:

The Judaica Collection – Mr. Jeffrey Freimark, President and CEO of the Miami Jewish Health Systems (Jewish Home for the Aged / www.miamijewishhealthsystems.org), will accept this collection for the elderly residents.

Books for Elementary & Middle School Students and VHS tapes – As recommended by Vice Mayor Graubart, the school was contacted and Dr. Mercy MacDowell, 8th Grade Reading Teacher at Ruth K Broad Bay Harbor K-8 Center (www.rkbbhk8.dadeschools.net), visited the Library. On behalf of the school, she will accept these books and the entire VHS collection, with accompanying shelving, for the school's library.

Adult Hard Cover and Paperbacks – Operation Paperback is a non-profit organization that collects gently used books nationwide and sends them to American troops deployed

overseas (www.operationpaperback.org). Laurie Tillman, Director of Programs will accept this collection for their local chapter.

Large Print Collection – Camillus House (www.camillushouse.org) is a non-profit organization that provides humanitarian services to men, women and children who are poor and homeless. The Town Manager is a member of the Board. CEO Dr. Paul Ahr will accept this collection to house in their facilities. Several institutions, including the Miami-Dade and Broward chapters of LightHouse for the Blind, Mount Sinai and the Elder Care Service for the county, are interested in this collection but lack the space within their facilities to house the items.

Second Priority - Surfside Residents:

Book/etc Amnesty - proclaim an amnesty for those individuals who presently have not returned the items loaned to them from the Library (approximately 400 items).

Book/etc Giveaway – Surfside residents will receive a coupon in the December Gazette. This coupon will be printed on the inside cover of the back page – the location corresponding to that of their name and address which is on the back page. A series of dates and times in January will be assigned to portions of the alphabet at random. By providing the coupon on the assigned date and time, those residents with a last name corresponding to that section of the alphabet will be given access to the Library modular so that they may claim up to five books. There will be a date and time assigned for those residents that may not be able to attend at their designated time. This will be the only other, and final, time for these residents to procure books from the Library collection. In addition to accommodating the residents, a provision will be made for this summer's Library Volunteers to access the collection.

Third Priority - Remaining Library collection divided into thirds:

A) Better World Books (www.BetterWorldBooks.com) is used by the Miami-Dade Library Department for their surplus and decommissioned books. This company will arrange shipping for all of the remaining books at their expense and process them for sale. The Town could choose between the following options:

- 1) Receive up to 20 percent of the proceeds from the sale of the books.
There is a percentage range dependent on the method used to sell the books (eg. eBay vs auction). This payment would be sent on a quarterly basis until all of the books are sold.
- 2) Receive a onetime payment of between 3 and 5 cents per pound for the collection. Weight and payment rate to be determined. Town Administration recommends this process as it will expedite payment. These funds could then be used to purchase e-readers (eg. Kindles). These devices would be issued to residents at the Community Center's multi-purpose room. The rules governing this service will be developed once the overall recommendation for the Library is accepted by the Town Commission.

Better World Books donates 5 percent of the proceeds from the sale to their non-profit literacy partners. Some of these organizations are the National Center for Family Literacy, Room to Read, and the Worldfund which helps Haiti and Latin American impoverished communities.

B) Goodwill Industries (www.goodwillsouthflorida.org) Donation – Mr. Alberto Cabrera, Operations Manager for Goodwill Miami will accept all of the remaining books (etc) to sell in the various Goodwill stores throughout Miami-Dade County. The entire donation can be accepted as soon as possible.

C) Miami-Dade Library Department (ww.mdpls.org) Donation – Ms. Lainey Brooks, Executive Assistant to the Director, will accept all of the remaining books (etc) for their Friends of the Library sale. The entire donation can be accepted anytime in the New Year (2011).

This is part of the vision to ensure that the collection lives on through trusted custodians and that Surfside residents have access to the essence of library services, through technological advances, in the fitting setting of the new Community Center and through the Town's payment of the annual fees to use the Miami-Dade Library system.

I would like to take this opportunity to thank Commission Kopelman for his efforts and recommendations to facilitate a worthy procedure for the Library assets and to provide as many of the Library's services to the residents of Surfside as this process evolves.

Ms. Nancy Allen, former Director for Clearwater Florida's Library Department and for the State of Washington's Library System, provided invaluable insight and direction throughout this process.

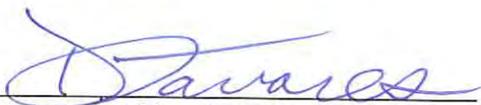
Also, Duncan Tavares, Tourist Bureau Director, has admirably tackled the challenge of addressing the future of Surfside's Library since October 2009. It is his research that provides the basis of this recommendation.

Budget Impact: The elimination of the Library modular and liquidation of the Library assets would result in a reduction in the Town's operating budget. The savings for the remainder of Fiscal Year 2010/2011 will approximately be \$21,000 (modular rental, electricity, insurance, storage fee net moving expenses) assuming this process is completed by April 30th, 2011.

Growth Impact: N/A

Staff Impact: The liquidation of Library assets and the removal of the Library modular would require existing staff supervision. The staff would be available to handle other priorities once this process is completed.

Recommendation: It is recommended that the Town Commission direct staff to proceed with the above recommendations based on the priorities listed and organizations identified. It is also recommended that the Commission delegate to staff the duty of allocating a suitable percentage of the collection to each of the approved institutions. This directive will ensure a timely and appropriate disposal of Library assets to meet the April 30, 2011 modular lease expiration deadline. Progress reports, and a final report, regarding the de-accessioning progress will be made at the appropriate times over the next six months.



Department Head

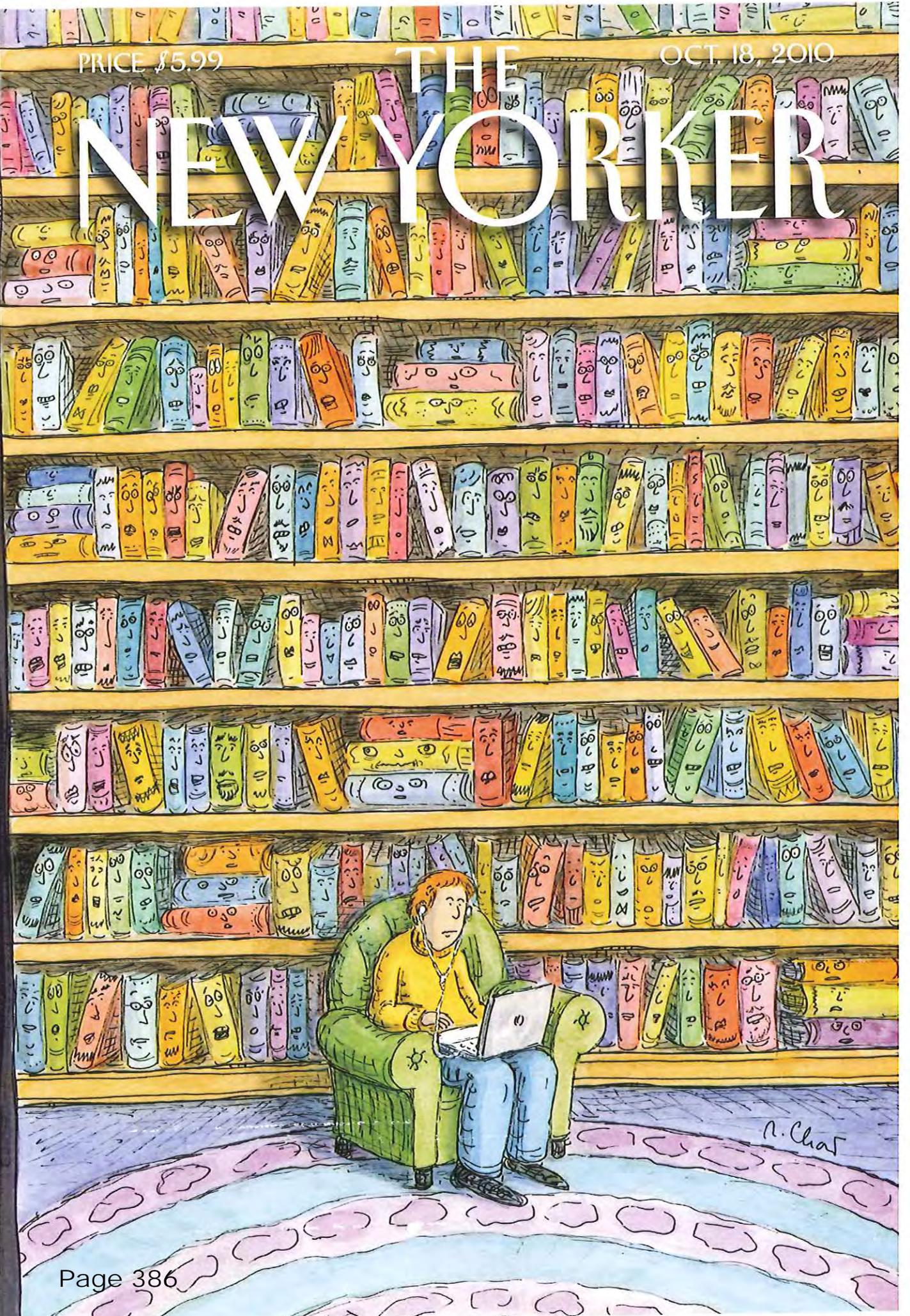


Town Manager

PRICE \$5.99

OCT. 18, 2010

THE NEW YORKER





Town of Surfside Commission Communication

Agenda Item # 9D

Agenda Date: November 9, 2010

Subject: New Format for Monthly Budget to Actual Summary

Background: As committed during the October 12, 2010 Town Commission meeting, the Monthly Budget to Actual Summary now includes revenues and a net number for each fund. While the net numbers give readers an indication of how each fund is performing financially in relation to budget, it should be considered that the numbers do not adjust for seasonality or end of year closing adjustments. Nevertheless, the new format should provide useful information to the Town Commission and concerned citizens. It will also be helpful to the bond market as we considered long term financing for Town projects.

My appreciation goes out to Finance Director Marty Sherwood for his work to upgrade this report.

Roger M. Carlton, Town Manager

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2009/2010
As of AUGUST 31, 2010
92% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page 1 of 2

Agenda Date: November 9, 2010

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$7,372,142	\$8,024,056	93%
EXPENDITURES (excluding Transfers)	\$6,607,896	\$8,024,056	83%
Net Change in Fund Balance	\$764,246		
Fund Balance - Beginning of Year	\$2,295,535		
Fund Balance - August 31, 2010	<u>\$3,059,781</u>		
RESORT TAX			
REVENUE	\$123,527	\$134,000	92%
EXPENDITURES	\$113,887	\$134,000	85%
Net Change in Fund Balance	\$9,640		
Fund Balance - Beginning of Year	\$149,998		
Fund Balance - August 31, 2010	<u>\$159,638</u>		
POLICE FORFEITURE/CONFISCATION			
REVENUE	\$21,803	\$27,400	80%
USE OF RESTRICTED FUND BALANCE	N/A	\$45,850	N/A
EXPENDITURES	\$49,310	\$73,250	67%
Net Change in Fund Balance	(27,507)		
Fund Balance - Beginning of Year	\$85,899		
Fund Balance - August 31, 2010	<u>\$58,392</u>		
TRANSPORTATION SURTAX			
REVENUE	\$114,066	\$175,100	65%
USE OF RESTRICTED FUND BALANCE	N/A	\$48,161	N/A
EXPENDITURES	\$233,747	\$223,261	105%
Net Change in Fund Balance	(119,681)		
Fund Balance - Beginning of Year	\$488,225		
Fund Balance - August 31, 2010	<u>\$368,544</u>		
CAPITAL PROJECTS			
REVENUE (excluding Transfers)	\$1,371 ^B	\$139,027	1%
USE OF COMMITTED FUND BALANCE	N/A	\$5,045,000	N/A
EXPENDITURES	\$439,077	\$5,184,027	8%
Net Change in Fund Balance	(437,706)		
Fund Balance - Beginning of Year	\$5,541,340		
Fund Balance - August 31, 2010	<u>\$5,103,634</u>		

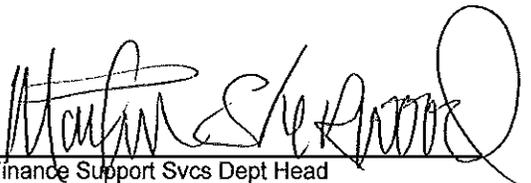
NOTES:

- A. overage primarily due to gasoline for the community bus shuttle not originally budgeted
- B. revenue received to date reflect interest income only. The budgeted remainder pertains to an ARRA grant that is expected to be received during the next fiscal year

ENTERPRISE FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET	
WATER & SEWER				
REVENUE	\$2,222,810	\$2,634,615	84%	C
USE OF NET ASSETS/LOAN PROCEEDS	N/A	\$2,215,481	N/A	
EXPENDITURES	\$2,024,135	\$4,850,096	42%	
Change in Net Assets*	\$198,675			
Unrestricted Net Assets(Deficit)-Beg. of Yr.	\$448,793			
Unrestricted Net Assets(Deficit)-Aug 31	<u>\$647,468</u>			
MUNICIPAL PARKING				
REVENUE	\$370,706	\$302,100	123%	
USE OF NET ASSETS	N/A	\$1,795,000	N/A	
EXPENDITURES	\$688,392	\$2,097,100	33%	
Change in Net Assets*	(\$317,686)			
Unrestricted Net Assets(Deficit)-Beg. of Yr.	\$2,526,724			
Unrestricted Net Assets(Deficit)-Aug 31	<u>\$2,209,038</u>			
SOLID WASTE				
REVENUE	\$1,233,251	\$1,282,304	96%	
EXPENDITURES	\$926,785	\$1,282,304	72%	
Change in Net Assets*	\$306,467			
Unrestricted Net Assets(Deficit)-Beg. of Yr.	(\$128,427)			
Unrestricted Net Assets(Deficit)-Aug 31	<u>\$178,040</u>			
STORMWATER				
REVENUE	\$205,692	\$246,000	84%	C
EXPENDITURES	\$89,403	\$246,000	36%	
Change in Net Assets*	\$116,290			
Unrestricted Net Assets(Deficit)-Beg. of Yr.	(\$77,137)			
Unrestricted Net Assets(Deficit)-Aug 31	<u>\$39,153</u>			

NOTES (cont)

- * the change in net assets excludes financial impact from Capital Assets
- C. Timing difference: the bi-monthly billing (and the resulting revenue) for the months of Aug/Sept are not recorded until the month of September



 Finance Support Svcs Dept Head



 Town Manager



Town of Surfside Commission Communication

Agenda Item # 9E

Agenda Date: November 9, 2010

Subject: TAKE HOME VEHICLES AND VEHICLE ALLOWANCES

Objective:

In response to the Commission's recent inquiries concerning employee "take home" vehicles and vehicle allowances, staff has reviewed the current policy and program status. The following summary is provided to clarify the specifics of the Town's vehicle assignment and allowance program.

Background:

The Town's current vehicle fleet is comprised of 32 Police Department and 13 non-Police vehicles. The specific breakdown is as follows:

I. POLICE

a. Marked patrol vehicles:	20
b. Unmarked vehicles:	6
c. Spare marked vehicle:	1
d. "Taxicab" sedan:	1
e. PSA sedan (marked):	1
f. Parking – pickup truck:	1
g. Pool vehicles	2

(sedans used by Bldg & Zoning inspectors and available to employees for use on Town business)

Police Department total: 32

II. NON-POLICE

a. Building and Zoning	
i. "Hybrid" sedan:	1
b. Parks and Recreation	
i. Pickup truck:	1
ii. "Hybrid" SUV:	1
c. Public Works	
i. Pickup trucks:	6
ii. Garbage trucks:	3
iii. Bucket truck:	1

Non-Police total: 13

TOWN FLEET - GRAND TOTAL: 45

Commission Communication

Date: November 9, 2010

Subject: TAKE HOME VEHICLES AND VEHICLE ALLOWANCES

Analysis:

Twenty-four hour/take-home Vehicles

The Police Department has 26 vehicles assigned as "take home" cars. Of these, 20 are marked and six are unmarked. Pursuant to the FOP Agreement, all 20 officers assigned marked take home cars pay a fee to the Town that is deducted from their paychecks. Officers who live in Broward pay \$40 per pay period and Miami-Dade pay \$35 per pay period. The total amount collected through these payments is \$19,630 annually. Police vehicle take home assignments are a common practice across many South Florida municipalities. This policy helps the Town police force remain competitive by retaining and recruiting highly qualified personnel. Furthermore, vehicles assigned in this fashion are generally better cared for and are kept on a stricter maintenance schedule by their assigned drivers. The results are lower vehicle repair costs and increased durability.

One non-police vehicle (Parks and Recreation Director) is assigned as a take home car. Non-police take home cars are generally assigned to individuals who frequently need to come to their place of work in the off hours and weekends, need to travel within the Town on business, and/or need to work at Town special events/programs. Take home cars are often assigned as an alternative to vehicle allowances. As is the case with police, this type of assignment helps to retain and recruit good leadership staff.

Vehicle allowances

Three Town employees are provided vehicle allowances: the Town Manager, the Town Attorney, and the Public Works Director. The vehicle allowance ranges between \$500 and \$550 per month. In the first two cases, the allowance is part of these individuals' compensation package. The same applies to the PW Director, who in addition has a frequent need to drive his personal vehicle throughout the Town due to ongoing maintenance work and projects as well as being on-call during off hours and weekends. Once again, this policy benefits the Town in that it helps retain well-qualified, experienced individuals as well as attracting top talent when necessary.


Department Head


Town Manager



Town of Surfside Commission Communication

Agenda Item # 9F

Agenda Date: November 9, 2010

Subject: Audits

Objective: This item has been placed on the agenda for the November 9, 2010 Commission meeting in order to seek your guidance regarding any audits desired by the Town Commission beyond the Comprehensive Annual Financial Report (CAFR) that we will provide for FY 2009-2010.

Recommendation: Should the Town Commission give direction regarding any additional audits, Staff will obtain a cost estimate prior to seeking final direction.

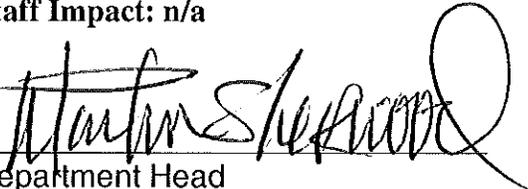
Background: During my early interviews with the Town Commission and over the past six weeks, questions regarding various forms of audits have come up. I asked our external auditor, Michael Futterman, of Marcum Rachlin to prepare a report regarding the types of audits available to local government. That report is attached for the Town Commission's review. (Attachment A)

Analysis: n/a

Budget Impact: To be determined if direction given to the Town Manager to obtain pricing for any additional audits.

Growth Impact: n/a

Staff Impact: n/a



Department Head



Roger M. Carlton, Town Manager

cc: Debra Eastman, Town Clerk
Martin Sherwood, Finance Director
Lynn Dannheisser, Town Attorney
Michael Futterman, Marcum Rachlin

October 8, 2010

Roger Carlton, Town Manager
Town of Surfside, Florida

Re: Description of various Types of Audits

Dear Roger:

Pursuant to our discussion, we have briefly described various types of "audit" engagements.

Financial Statement Audits

A financial statement audit provides reasonable assurance about whether the financial statements of the audited entity present fairly the financial position, results of operations in conformity with accounting principles generally accepted in the United States of America (GAAP).

Since an auditor works within economic limits, the audit opinion, to be economically useful, must be formed in a reasonable time and at reasonable cost. The auditor must decide, exercising professional judgment, whether evidence available within limits of time and cost is sufficient to justify an opinion which is the concept of reasonable assurance. The limits relate to materiality and risk. The concept of materiality is information important enough to change a user's of the financial statements decision. Insignificant information has no effect on decisions, so there is no need to report it. Materiality includes the absolute value and relationship of an amount to other information.

In a financial statement audit, the auditor examines an organization's financial documents and performs testing based on samples to determine if that entity's financial statements conform to accounting GAAP and in the Governmental sector, to ensure that the financial statements conform to GAAP as applied to local governments. **Again, the purpose of the audit is to provide reasonable assurance that the financial statements, and assertions provided by the organization's management, are complete and accurate in all material respects in relation to the financial statements taken as a whole.** In a financial audit, the audited entity does not or cannot dictate the procedures to be performed; an audited entity can express concerns which will be assessed and addressed, within limitations. **If there are very specific concerns, that is when a different type of audit may be necessitated to meet the needs of the concerned parties.**



MARCUMGROUP
MEMBER

MarcumRachlin a Division of Marcum LLP

One Southeast Third Avenue ■ Tenth Floor ■ Miami, Florida 33131 ■ Phone 305.377.4228 ■ Fax 305.377.8331

marcumrachlin.com

Auditors must follow Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants and in Florida, auditors must also follow Government Auditing Standards. These are the professional standards that govern these types of audits and are what all auditors must follow in performing these types of audits.

The financial statements that are audited are referred to as the basic financial statements and include Management's Discussion & Analysis (MD&A), Government-wide financial statements (financial statements that are similar to what a for-profit entity would prepare), fund level financial statements, notes to the financial statements, required supplementary information and other fund level supplementary information.

Annual financial audits of local governments is required under Florida Statutes.

Financial Audits (Included in the Comprehensive Annual Financial Report (CAFR))

This financial audit is the same as described above for a financial audit, however, the financial statements under this scenario includes the basic financial statements (described above) and is expanded to include a Letter of transmittal (cover letter from the Town's Manager and Finance Director to the citizens and the elected body), and a statistical section which includes various historical statistical data about the entity (financial ratios; fund balances; revenues) dating back 10 years:

Single Audit

A Single Audit encompasses the requirements of a financial audit described above but also includes a compliance audit of federal or state grant programs in accordance with the requirements of federal and/or state regulations and the requirements of the federal and/or state granting agency. Essentially, this is two audits in one; a financial audit and a compliance audit. A Single Audit is only performed when specific thresholds are met in order for the audited entity to be subject to these special audit requirements. Currently, those thresholds are \$500,000 of federal expenditures or state expenditures in a given fiscal year. There are very special and unique reporting requirements when an entity is subject to federal and or stet single audit.

Forensic Audit

A forensic audit is an examination of an organization's economic affairs, resulting in a report designed especially for use in a court of law. Forensic means suitable for use in a court of law.

A forensic audit can have several goals, including mapping cash flow/cash transactions or identifying accounting errors. They are used whenever lawyers or law enforcement officials need reliable data on a party's financial status or activities. For Example, if an elected official or employee of an entity is accused of accepting bribes, the FBI or state attorney's office could set up a forensic auditing team.

Forensic auditors utilize an understanding of business information and financial reporting systems, accounting and auditing standards and procedures, evidence gathering and investigative techniques, and litigation processes and procedures to perform their work. They may be involved in recovering proceeds of crime and in relation to confiscation proceedings concerning actual or assumed proceeds of crime or money laundering. While Forensic Auditors usually do not provide opinions, the work performed and reports issued will often provide answers to the how, where, what, why and who.

Another term for a Forensic Audit is a Fraud Audit. Generally, you would not want to perform a Forensic or Fraud audit unless you have specific knowledge and/or reliable information or very strong suspicions that fraud, illegal acts or irregularities has occurred. Forensic or Fraud audits can generally be very expensive as the scope of the work is uncertain; essentially, it is an investigation.

Performance Audits

A performance audit is an objective and systematic examination of evidence for the purpose of proving an independent assessment of the performance of a local government organization, program, activity, or function in order to provide information to improve public accountability and facilitate decision-making by parties with responsibility to oversee or initiate corrective actions.

Performance audits include economy and efficiency and program audits.

Economy and efficiency audits include determining, (1) whether an entity is acquiring, protecting, and using its resources (such as personnel, property, and space) economically and efficiently, (2) the causes of inefficiencies or uneconomical practices, and (3) whether an entity has complied with laws and regulations on matters of economy and efficiency. These types of audits may include whether an entity is following sound procurement practices; is properly protecting and maintaining its resources; is acquiring the appropriate type, quality an amount of resources at an appropriate cost; is using efficient operating procedures; is avoiding idleness or overstaffing; has adequate management control, system for measuring, reporting, and monitoring a program's economy and efficiency.

Roger Carlton, Town Manager
Town of Surfside, Florida
October 8, 2010
Page 4

Program audits include determining (1) the extent to which the desired results or benefits established by the authorizing or other governing body are being achieved, (2) the effectiveness of the entities programs, activities, or functions, and (3) whether the entity has complied with laws and regulations applicable to that program. These types of audits include assessing the effectiveness of the program and/or individual program components; assessing compliance with laws and regulations applicable to that program; determine the extent to which a program achieves a desired level of program results; assess the adequacy of the management control system for measuring, reporting, and monitoring a program's effectiveness.

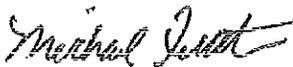
Agreed-Upon Procedures Engagement

One last type of engagement that can be performed what is referred to as an Agreed-Upon Procedures engagement (AUP). In this form of engagement, an entity and a consultant mutually agree upon procedures to be performed within a program, function, department, etc. so there is miscommunication as to the nature of what should be performed, the extent of what should be performed, and the timing, culminating with a report on what was done and the resulting findings.

Generally, this is the most popular type of engagement, other than an annual financial audit which is required, or a Forensic or Fraud audit which may be more appropriate when there are suspicions or allegations or evidence of fraud.

I hope you find these explanations informative. If requested, I will be available to attend the Commission meeting on November 9th to explain or discuss these types of audits in further detail or other concerns that you or the Town Commission may have.

Sincerely,



Michael D. Futterman, CPA
Partner

**MARCUM
RACHLIN**
ACCOUNTANTS • CPAs
A Division of Marcum LLP

Memo

To: Mayor Daniel Dietch
Vice Mayor Joe Graubart
Commissioner Michael Karukin
Commissioner Marta Olchyk
Commissioner Edward Kopelman

From: Roger M. Carlton 

CC: Tony Blate
Barbara McLaughlin
Randal Rubin
Mitchell Kinzer
Paul Gioia
Michael Garcia

Date: 11/1/2010

Re: October 2010, Code Enforcement Status

Attached is the monthly status report for Code Enforcement activities for October 2010.

Please note that the case load has been reduced by eleven (11) cases for the month of September 2010.

Of particular concern is the large numbers of cases open due to the "Chain Link Fence Ordinance" No. 07-1478 passed on May 15, 2007.

This situation has been forwarded to the Code Enforcement Committee for their review and recommendations.

MONTH OF OCTOBER 2010 (Code Compliance Cases)

New Cases	Old Cases Resolved	Old Cases Pending	Case Description
1			ABANDONED//INOPERABLE VEHICLE
1		1	ACCESSORY BUILDING
0	1		ANIMALS
0		1	BOAT STORAGE
0			BUILDING CONFORMITY CHANGES
0			BUSINESS IN RESIDENTIAL AREA
0		1	CARPOROT//CANOPIES
0		69	CHAIN LINK ORDINANCE
0	4		DISTRIBUTION OF HANDBILLS
0			DOGS ON BEACH
0			FAILURE TO DISPLAY STREET NUMBER
1			FLORIDA STATUTE 316.515 (2)
4	1		GARAGE//ESTATE SALE
0			GENERAL MAINTENANCE
2	8	18	HURRICANE DAMAGE
0			ILLEGAL DEPOSITS
3			INDUSTRIAL TRASH DEPOSITED
1			LANDSCAPING REQUIREMENTS
1			LIGHTING OUTDOORS
0			NO PERMIT POSTED
0			NOISE
0			NON CONFORMING USE
0			OCCUPATIONAL LICENSE
0			OVERGROWTH
68	7		PARKING NON PAVED AREA
2			PARKING-RESTRICTED
3			PAVING
0			PEDDLING//SOLICITING
0			

MONTH OF OCTOBER 2010 (Code Compliance Cases)

New Cases	Old Cases Resolved	Old Cases Pending	Case Description
3 RDTG	2	6	RED TAG WWOP BEING CONDUCTED
3 OBST			SIDEWALK/STREET OBSTRUCTION
1 SIGN			SIGN
0 SHUT			STORM SHUTTERS
0 STDR			STRUCTURE IN DISREPAIR
0 POOL			SWIMMING POOL BARRIER
0 TOWN			TOWN PROPERTY
0 VCLR	1		VISION CLEARANCE
0 WRES			WATER RESTRICTION
1 WWOP	3	27	WORK DONE WITHOUT PERMIT
0 40YR			40 YEAR RECERTIFICATION

PREVIOUS TOTAL CASES 150

NEW CASES OCTOBER 2010 95

SUB-TOTAL 245

CASES RESOLVED OCTOBER 2010 106

CASES PENDING OCTOBER 2010 139



Town of Surfside Commission Communication

Agenda Item # 9I

Agenda Date: November 9, 2010

Subject: Multi-Space Parking Meter Implementation Plan

Objective: To inform the Town Commission of the implementation plan for the multi-space parking meters.

Recommendation: N/A

Background: On July 13, 2010 the Town Commission approved Resolution #10-1946 for the purchase, delivery and installation of twenty three (23) "Luke" multi-space parking meters. The multi-space meters will replace the single space parking meters and will offer payment options of coins, bills and credit/debit cards but will not give change. The multi-space meters will operate in the pay-and-display mode. In this mode the person chooses the amount of time, makes payment, a receipt is printed and placed face-up on the vehicle dashboard. The current parking rate of \$1.00 per hour will remain the same as will the four (4) hour maximum time limit.

The multi-space meters will be installed in all municipal parking lots and at selected locations along Harding and Collins Avenue. See Attachment A for exact locations. Additional on-street locations may be added in the future.

The multi-space meters are expected to be delivered early November. Installation will begin the following day and will take three (3) days to complete. We will "go-live" in early December when all testing is completed.

Following installation, the vendor will test each machine to ensure they are functioning properly. The machines will then be "bagged" until the "go-live" day to avoid confusion. Town staff will install double sided "Pay Here" signs at each machine (See Attachment B). The signs will be also be "bagged" until the "go-live" day.

Town staff will receive training on how the machine operates and how to perform basic service. Representatives from the manufacturer will also show how to trouble shoot the multi-space meters so that down time is minimized.

The existing single space meter heads will be removed by Town staff one day prior to the "go live" date. The meter poles will remain in place temporarily and will be used to display signage advising

motorists to pay at the multi-space meters. Once the transition period is over the poles will be removed by Town staff.

Town staff is negotiating with a scrap metal vendor to sell the single space meter poles and heads.

A public information campaign to educate the community about the multi-space meters began on October 27, 2010. The campaign will include a fact sheet and frequently asked questions page posted on the Town web site (See Attachment C). Merchants have been notified via e-mail message and the fact sheet will be distributed throughout the business district. In addition, there will be a four page insert in the November issue of the Town Gazette. As the "go-live" date approaches a message will be displayed on the Town's electronic message board and cable channel 77.

On the "go-live" day Town staff and volunteers will be available to assist motorists with the operation of the pay stations. During the first week warnings will be issued for non-compliance along with an informational fact sheet.

The Town has a contract with Laz Parking that has been in effect since 1985 for maintenance and collections of the single space parking meters. In order to ensure a smooth transition to the multi-space parking meters Town staff is proposing to amend the existing contract with Laz Parking to allow them to oversee parking operations including maintenance and collections of the 23 multi-space meters for a one year period. Laz Parking has an experienced and professional staff that manages parking systems throughout the country including several major metropolitan areas. They are very familiar with the new meters the Town has purchased and currently provide maintenance and collection services to Bal Harbour. Town staff will monitor and evaluate their performance and at the end of the one year period if the Town decides to continue having parking operations professionally managed the contract will go out to bid.

Analysis: The addition of the new multi-space parking meters will take parking operations in the Town to the next level and make parking more convenient. The variety of payment options will be welcomed by the public. The Town can expect to see an increase in parking revenue as a result of the new machines. The proposed contract amendment with Laz Parking will provide the Town a professional management team to oversee parking operations.

Budget Impact: \$273,347 for twenty three (23) multi-space meters including delivery, installation, set up, testing, training and spare parts. In addition, the following costs will be incurred:

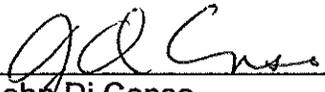
- Enterprise Management System charge of \$75.00 per multi-space meter, per month for a total of \$20,700 annually. This system allows Town staff to manage parking operations and react quickly to situations as they arise. The system provides real-time credit card authorization; monitoring/alarmed of the machines; real-time notification via e-mail or telephone of problems with any machine; real-time transaction reports/audits; and acceptance of parking coupons.
- Merchant account to process credit/debit card transactions projected to cost \$13,001 annually.
- Cellular connectivity charge of \$29.99 per multi-space meter, per month for a total of \$8,277 annually.
- Amendment to existing contract with Laz Parking to manage the 23 multi-space meters for twelve months - \$17,940

- Removal of the existing meter poles/heads and filling the holes with cement done by Town staff \$5000
- Signage and poles - \$2500
- Installation of concrete base pads - \$8000

Parking revenue is projected to increase a minimum of 20 percent (\$76,000) annually with the multi-space parking meters.

Growth Impact: N/A

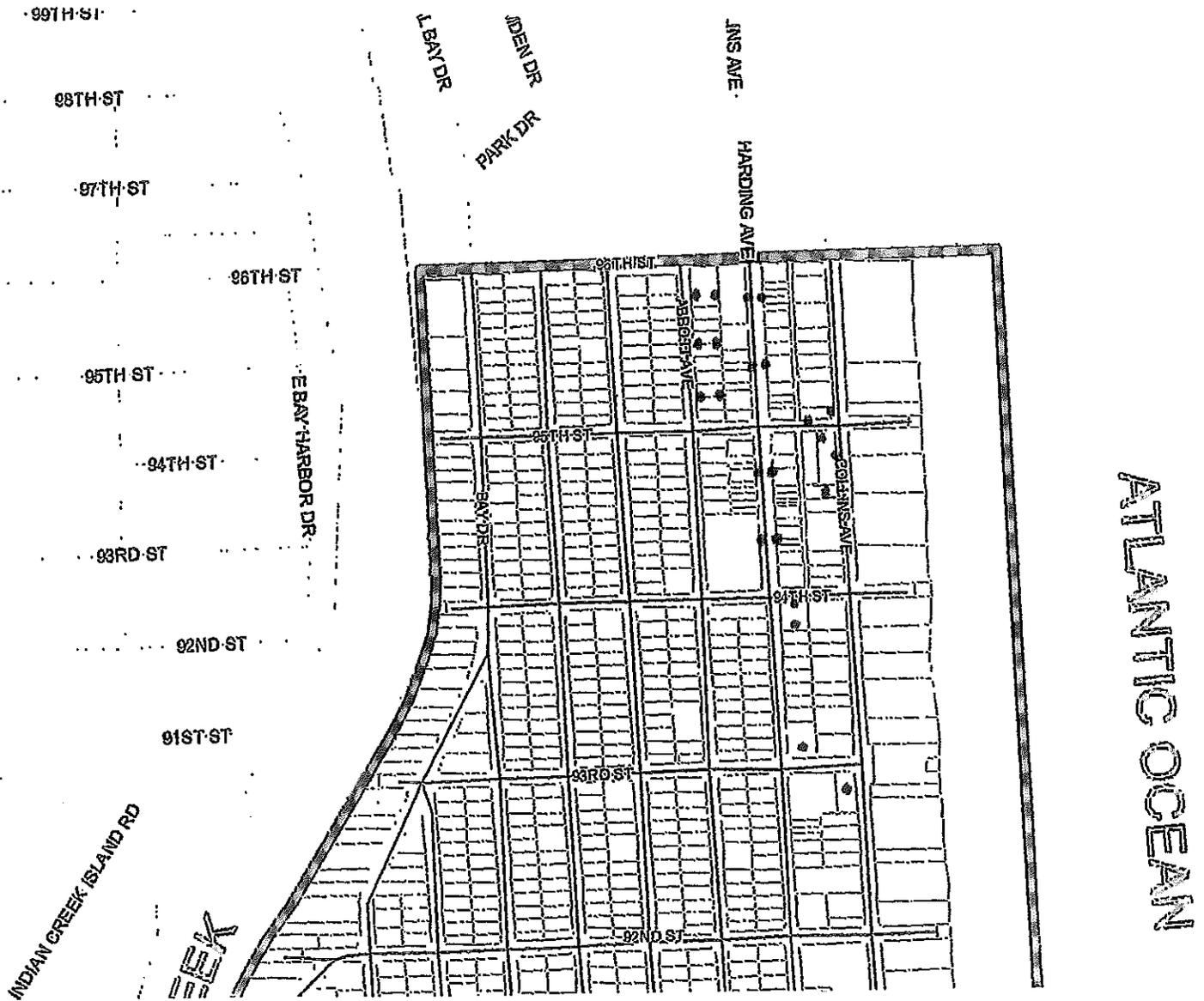
Staff Impact: Minimal



John Di Censo
Department Head



Roger M. Carlton
Town Manager

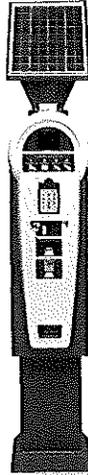




Width:	24	Height:	18
Estimate:		Quantity:	46
Sign Type:	Aluminum .040		
Notes:	Aluminum .040 with cut or printed vinyl applied.		



NEW PARKING METER SYSTEM



The Town of Surfside is pleased to announce the impending installation of new Pay and Display multi-space parking meters in Town owned lots and on-street along Harding and Collins Avenue at select locations. Preparation for the installation of the parking meters has begun and installations will begin in November. The new meters will be operational in early December, 2010. Town staff will be on hand to assist customers through the process of learning how the new meters work. Parking rates will remain the same.

The new meters are easy to use and deliver improved benefits including a range of payment options. The new meters will accept bills, coins, credit cards, debit cards and provide parkers with receipts that have the date and time of purchase on them. The receipts should be placed on the driver's side dashboard.

The goal of the Town in installing the new parking meters is to provide the public with a greater range of payment options and increased convenience in paying for parking. The new parking meters will eliminate meter poles for an improved aesthetically pleasing streetscape and free up sidewalk space for pedestrians and other uses.

To learn more about the new parking meters and how they work, please visit the Town web site at www.townofsurfsidefl.gov located on the home page under recent Town news or contact Assistant Chief John DiCenso at (305) 861-4862 or jdicenso@townofsurfsidefl.gov

PAY-AND-DISPLAY MULTI-SPACE PARKING METERS

1. How do the Pay-and-Display Multi-Space meters work?

The new multi-space parking meters work in a similar manner to bank machines or kiosks that you may be more familiar with. There is signage on the meter and on the on-screen prompts designed to walk you through the transaction process. The basic steps for purchasing Pay-and- Display parking are as follows:

- Press any key on the keypad to turn the meter on (if it is in “sleep” mode).
- Choose the amount of time you want to stay and the associated rate.
- Make a payment via credit card, debit card, bill or coin when prompted on the screen.
- If using a credit card, the meter will communicate with the bank to approve your credit card. This usually takes 5 to 15 seconds.
- Once payment is accepted, a receipt will print out in the receipt cup located below the credit card reader.
- Lift the clear cover up and remove your receipt.
- Place the receipt on the driver’s side dashboard of your vehicle as instructed with the printed transaction information face up so enforcement can verify validity.
- The new multi-space meters are solar powered and environmentally friendly.
- If you have questions, you can get help 24 hours a day/ seven days a week by calling (305) 861-4862.

2. Why did you make this change?

The Town has many reasons for changing parking technology, including improved customer convenience, predictability, and reliability. Many existing single-space meters were aging, requiring more frequent repairs and difficult-to-find parts. Beyond greater reliability, the other benefits that come with the new parking technology include:

- Parkers can now pay by coin, bill, credit card or debit card. You no longer have to worry about having enough change.
- Everyone gets a receipt to prove payment. This feature is especially beneficial to business parkers making expense claims on parking.
- Extensive reporting capabilities give the Town much better control over cash flow.
- Any number of rates may be configured on the system to give the Town flexibility in addressing different parking situations while offering optimum choice.
- In our Pay-and-Display operations, we have eliminated unnecessary street ‘furniture’ such as meters and meter poles for an improved and aesthetically pleasing streetscape.
- Removal of single-space meters enhances lots by removing visual clutter and frees up sidewalk space for pedestrians and other uses.

3. Is our Town the first to use these new meters? What if they have problems?

Many parking operators, universities, and cities around the world are moving away from single-space parking meters to multi-space meters. The specific parking meters purchased by the Town have been installed in numerous parking lots and garages throughout the U.S., Canada, and Mexico. These meters are built by a company that has been in the business of manufacturing electronic parking technology since 1997. One of the key reasons the company was selected is that it has an excellent reputation for service and reliability.

While the Town staff has been trained on the operations of the equipment, we also have access to 24/7 telephone support from the manufacturer and on-site service support from a local reseller. Unlike the current single-space meter, another benefit of the multi-space meters is that any meter may be used to purchase parking if any of them experiences a problem.

4. These parking meters appear much more expensive than the current meters. How can the Town justify spending all this money when the existing meters work perfectly fine?

The multi-space meters pay for themselves in a relatively short period of time. Specific ways the parking meters will save money and pay for themselves include:

- Reduced maintenance and collection costs of maintaining each multi-space meter that covers an area that used to be serviced by 10 to 15 single-space meters.
- Minimizing lost revenue should a meter stop working as parking may be paid at ANY multi-space parking meter. When one of the single-space meters stopped working, that space received no revenues until it was fixed.
- The modular construction of the parking meters means that repairs can be resolved quickly to minimize maintenance and service costs.
- The meters are highly secure with features that include real-time wireless alarming should there be an attempted break-in.
- When you look at the Cost Per Space of single-space meters to that of the multi-space meters, the costs are quite comparable.
- The remaining single space meters may be replaced in the near future with additional multi-space meters.

5. Why should I pay?

While no one likes to pay for parking, pay parking serves the Town and the public with valuable benefits that not everyone thinks about. For example, turnover of parking spaces is created through pay parking. This turnover means that more people can find available parking spaces during the day and ensures that merchants have a steady flow of new customers coming to their businesses.

6. Does this meter take credit cards?

Yes, the new meters accept Visa, Mastercard and Discover. They also have the ability to accept smart cards should we decide to offer those expanded options in the future. You will also always receive a receipt as a record of your credit card purchase.

7. If I use my credit card, what happens if it gets stuck inside the meter?

Unlike many other multi-space parking meters, bank machines, and kiosks, the Town's new parking meters do not totally ingest the card so you can always have physical contact and access to your card.

8. Is my credit card data safe if I use it on one of these new meters?

All of the credit card data stored on the meter is encrypted so that it can't be read by anyone, including Town personnel. The credit card transactions are also approved by the banks in real-time so you have an authorization number on your receipt to reference your transaction with your credit card company.

9. Why doesn't the parking meter give change?

The Town decided that the costs and benefits of the changers did not warrant the additional costs. The Town has structured the rates so that change should not be required for most purchases. In addition, with the option to use your credit card, you can always ensure you only pay the exact price of the parking rate.

10. These parking meters are too complicated.

We recognize that it may take some time to get used to the new system, but we believe the added benefits like flexible payment options will make the learning effort worthwhile. We also feel you will be as comfortable with the new meters as you are with the old ones after only a few uses. To help you better understand the meters, we will have "meter greeters" to assist parkers on-site during the first week of operations. We have also posted step-by-step instructions on the Town Web site www.townofsurfsidefl.gov.

11. When does this new parking system take effect? Are the rates and hours of operation changing?

The new parking system goes into effect in early December 2010. The rates and hours of operation have not changed. The meters are enforced 24 hours a day/ seven days a week and the rate is \$1.00 per hour.

12. What happens if the meter doesn't work?

If you are having difficulties with a parking meter or if you would like to report a problem with the meter, please call the Police Department 24 hours a day/seven days a week at (305) 861-4862.

Occasionally a meter may have a problem accepting a particular form of payment, for example, cards or coins, but it will continue to accept other forms of payment. The payment message will automatically be adjusted to only indicate payment options that are working at that time. In the rare situation where an individual meter goes completely offline, parkers can still park in a space near an out-of-service meter as long as they purchase a receipt from another meter nearby, for example, around the corner or in another part of the lot. This is beneficial to the parker as currently they are prohibited from parking at out-of-service meters.

In addition to alarms for payment issues, other messages communicated to Town staff allow for just-in-time maintenance so that coin collection canisters may be emptied before they jam and receipt paper rolls may be replaced before they run out. The Town expects to see a significant reduction in out-of-service times with the new meters compared with the single-space meter.

13. Are the new meters accessible to people with disabilities?

Vehicles displaying a valid disabled placard are exempt from payment.

14. Who do I contact for more information?

For more information, please call Assistant Chief John DiCenso at (305) 861-4862. You can also send questions and comments via e-mail to jdicenso@townofsurfsidefl.gov.