

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

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Fl  
Surfside, FL 33154

**AGENDA**

**1. Opening**

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Agenda and Order of Business (Additions, Deletions)**
- E. Special Presentations**
  - 1. Officer of the Year – Chief David Allen**
  - 2. Civilian of the Year – Chief David Allen**
  - 3. Special Recognition – Julia Magnani, Surfside Civic Association,  
Vice Mayor Marc Imberman**
  - 4. Community Center Update – CGA/AECOM**

**2. Quasi-Judicial Hearings**

**3. Consent Agenda**

*All items on the consent agenda are considered routine by the Town Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event, the item will be moved to the main agenda under the appropriate heading for consideration.*

**Recommended Motion: To approve all consent agenda items as presented below.**

- A. Minutes – December 8, 2009 Town Commission Meeting  
December 15, 2009 Special Commission Meeting**
- B. Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services  
Department Head**
- C. Projects Progress Report – George Keller, Calvin, Giordano & Associates**
- D. Resolution for Mutual Aid Agreement and Joint Declaration with Miami-Dade  
Police Department – 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 FOR VOLUNTARY COOPERATION AND OPERATION ASSISTANCE WITH THE MIAMI-DADE POLICE DEPARTMENT.**

- E. Resolution for Mutual Aid Agreement with Miami Shores Village –  
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 MIAMI SHORES VILLAGE AND THE TOWN OF SURFSIDE.**
- F. Resolution for Mutual Aid Agreement with Sunny Isles 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 SUNNY ISLES BEACH AND THE TOWN OF SURFSIDE.**
- G. Adopting the Emergency Operations Plan – Assistant Chief John DiCenso  
**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE EMERGENCY OPERATIONS PLAN DATED NOVEMBER, 2009 APPROVED BY MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE.**
- H. Appointing Special Masters – Lynn Dannheisser, Town Attorney  
**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING NEWLY APPOINTED SPECIAL MASTERS; PROVIDING FOR AN EFFECTIVE DATE.**
- I. Reappropriation of Fund Balance for Life Guard Stand – Tim Milian, Director of Parks and Recreation  
**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE REAPPROPRIATION OF FUND BALANCE (RESERVES) TO THE IMPROVEMENTS OTHER THAN BUILDINGS FUND; AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2009-2010; AND PROVIDING FOR AN EFFECTIVE DATE.**
4. **Ordinances and Public Hearings**
- A. **Second Readings (Ordinances)**
1. Evaluation and Appraisal Report (EAR) Based Comprehensive Plan Amendments –Sarah Sinatra, Town Planner  
**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN’S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL REPORT**

**(EAR) BASED COMPREHENSIVE PLAN AMENDMENTS; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

2. Carport Canopies – Sarah Sinatra, Town Planner  
**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF  
SURFSIDE, FLORIDA AMENDING CHAPTER 90.2 AND 90.58  
“CARPORT CANOPIES” 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.**

**B. First Readings (Public Hearings on Ordinances)**

1. Downtown Property Maintenance Ordinance – Lynn Dannheisser, Town Attorney  
**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF  
SURFSIDE, FLORIDA AMENDING CHAPTER 14-51 “ESTABLISHED”;  
AMENDING CHAPTER 14-52 “COMMERCIAL STANDARDS”;  
CREATING SECTION 14-56 “MAINTENANCE OF SIDEWALKS AND  
SWALE AREA” 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.**
2. Emergency Management Procedures – Assistant Chief John Di Censo  
**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA  
AMENDING CHAPTER 2 “ADMINISTRATION” BY ADDING ARTICLE  
VIII. “EMERGENCY MANAGEMENT PROCEDURES”;  
PROVIDING FOR PURPOSE, PROVIDING FOR DEFINITIONS, AND EMERGENCY  
MANAGEMENT STRUCTURE; PROVIDING DECLARATION OF A  
STATE OF EMERGENCY, TERMINATION OF A STATE OF  
EMERGENCY, THE SUSPENSION OF LOCAL BUILDING  
REGULATIONS, AND THE CERTIFICATION OF EMERGENCY  
CONDITIONS; PROVIDING FOR COORDINATION WITH MIAMI-  
DADE COUNTY; PROVIDING FOR PENALTY; PROVIDING FOR  
REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN  
EFFECTIVE DATE.**
3. Amending Regulated Uses and Joint Use and Off-Site Facilities – Lynn  
Dannheisser, Town Attorney  
**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN  
OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 AND  
SPECIFICALLY SECTION 90-41 “REGULATED USES” AND SECTION  
90-80 “JOINT USE AND OFF-SITE FACILITIES” 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. Approving Contract for West Construction – Gary Word, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A CONTRACT WITH THE FIRM OF WEST CONSTRUCTION, INC. TO BE THE GENERAL CONTRACTOR FOR THE CONSTRUCTION OF THE TOWN COMMUNITY CENTER AND AQUATIC FACILITY; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE CONSTRUCTION CONTRACT BY AND BETWEEN THE TOWN AND WEST CONSTRUCTION, INC. TO BUILD THE COMMUNITY CENTER AND AQUATIC FACILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

- B. Proposed Revised Investment Policy – Martin Sherwood, Finance Support Services Department Head

**A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, SUPERSEDING RESOLUTION NO. 1520 AND RESOLUTION NO. 1473 APPROVING AN INVESTMENT POLICY OF THE TOWN FOR TOWN FUNDS; CONTAINING OBJECTIVES; DELEGATION OF AUTHORITY; PROVISIONS FOR MONITORING AND ADJUSTING THE PORTFOLIO; INTERNAL CONTROLS; QUALIFIED INVESTMENTS; DIVERSIFICATIONS AND MATURITY; PROVISIONS FOR COMPETITIVE SELECTION; PROVISIONS RELATING TO QUALIFIED INSTITUTIONS; PROVISIONS RELATING TO SAFEGUARDING AND CENTRALIZATION; AND ACCOUNTING METHODS AND REPORTING REQUIREMENTS AND PERFORMANCE EVALUATION; PROVIDING FOR AN EFFECTIVE DATE.**

**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**

Progress in Downtown District, Lynn Dannheisser, Town Attorney

**8. Unfinished Business and New Business**

- A. Proposed Maranon Property Settlement, Gary Word, Town Manager  
B. Proposed Vacant Lot Purchase, Gary Word, Town Manager

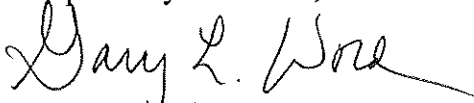


## 9. Mayor, Commission and Staff Communications

- A. Town Shuttle Bus Route – Vice Mayor Marc Imberman
- B. Committee Vacancies – Debra Eastman, Town Clerk

## 10. Adjournment

Respectfully submitted,



Gary L. Word,  
Town Manager

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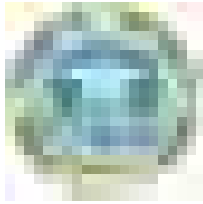
THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR 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](http://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.



**Town of Surfside  
Town Commission Meeting  
December 08, 2009  
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Fl  
Surfside, FL 33154

**MINUTES**

**1. Opening**

**A. Call to Order**

The meeting was called to order at 7:05 p.m.

**B. Roll Call of Members**

Town Clerk, Debra Eastman called the roll and the following were present:  
Commissioner Elizabeth Calderon, Commissioner Steven Levine, Commissioner  
Howard Weinberg, Vice Mayor Marc Imberman and Mayor Charles Burkett.

**C. Pledge of Allegiance**

Chief of Police, David Allen led the Pledge of Allegiance.

**D. Agenda and Order of Business (Additions, Deletions)**

Commissioner Elizabeth Calderon requested to add item 5, Holiday Lights. Mayor  
Charles Burkett stated item 8B is being removed from the agenda.

**E. Special Presentations**

**1. Officer of the Month – Chief David Allen**

Chief David Allen presented Officer Ted Arboleda with a plaque as Officer of the  
Month for his outstanding effort, his proactive patrol, and for taking criminals off  
the street.

Chief David Allen presented Max Moreno with a plaque as Officer of the Month  
for his accomplishments in apprehending a burglar and his compassion and caring  
in the emergency delivery of a baby.

**2. Special Recognition – Chief David Allen, Sixth Citizen's Police Academy  
Graduates**

Detective Frank Colonna introduced and congratulated members of the Sixth  
Citizen's Police Academy and outlined the program.

**3. Recognition of Surfside Post Office Employees – Commissioner Elizabeth  
Calderon**

On behalf of Mayor Charles Burkett, Commissioner Elizabeth Calderon presented  
Certificates of Recognition to the Supervisors and Sales Service Associates from

the Surfside Post Office for their kind and patient service to the Town residents. Post Office Supervisor, Mary Bryant received the Certificates on behalf of the postal employees and expressed appreciation for their recognition.

**4. Community Center Update – CGA/AECOM**

Larry Kline explained that the Community Center and Aquatic Facility bid opening will take place December 9, 2009 at 2 p.m. The Selection Committee will meet and make a recommendation at the Special Commission Meeting scheduled for December 15, 2009.

**5. Holiday Lights – Commissioner Elizabeth Calderon**

Commissioner Elizabeth Calderon thanked Duncan Tavares, Tourist Bureau Director for finding the improved holiday lights for the Town and thanked the Tourist Bureau Board for their financial contribution.

**2. Quasi-Judicial Hearings**

**3. Consent Agenda**

*All items on the consent agenda are considered routine by the Town Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event, the item will be moved to the main agenda under the appropriate heading for consideration.*

**Recommended Motion: To approve all consent agenda items as presented below.**

**A.** Minutes – November 10, 2009 Regular Commission Meeting

**B.** Resolution Calling for March 16, 2010 General Election –

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR HOLDING A GENERAL MUNICIPAL ELECTION UNDER THE DATE OF MARCH 16, 2010 FOR THE ELECTION OF MAYOR AND ALL FOUR COMMISSIONERS OF THE TOWN OF SURFSIDE.**

**C.** Resolution Appointing Canvassing Board for March 16, 2010 General Election –

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING THE CANVASSING BOARD FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD MARCH 16, 2010; DESIGNATING AN ALTERNATE; ESTABLISHING A QUORUM AND PROVIDING AN EFFECTIVE DATE.**

**D.** Monthly Budget to Actual Summary - Martin Sherwood, Finance Support Services Department Head

**E.** Projects Progress Report – George Keller, Calvin, Giordano & Associates

**F.** Resolution Updating Town’s Investment Policy – Martin Sherwood, Finance Support Services Department Head

**A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA SUPERSEDING RESOLUTION NO. 1520 AND RESOLUTION NO. 1473 APPROVING AN INVESTMENT POLICY OF THE TOWN FOR TOWN FUNDS; CONTAINING OBJECTIVES; DELEGATION OF AUTHORITY; PROVISIONS FOR MONITORING AND ADJUSTING THE PORTFOLIO; INTERNAL CONTROLS; QUALIFIED INVESTMENTS; DIVERSIFICATION AND MATURITY; PROVISIONS FOR COMPETITIVE SELECTION; PROVISIONS RELATING TO QUALIFIED INSTITUTIONS; PROVISIONS RELATING TO SAFEGUARDING AND CENTRALIZATION; AND ACCOUNTING METHODS AND REPORTING REQUIREMENTS AND PERFORMANCE EVALUATION; PROVIDING FOR AN EFFECTIVE DATE.**

A motion was made by Vice Mayor Marc Imberman to approve the resolution. The motion received a second from Commissioner Howard Weinberg. Finance Support Services Department Head, Martin Sherwood reviewed the objective of the resolution.

Mayor Charles Burkett requested that the resolution be prepared in strikethrough and underline format to make the proposed changes clear. He requested that Mr. Sherwood meet with Mr. Stan Bershad and members of the Pension Board to review the changes.

Vice Mayor Imberman and Commissioner Weinberg withdrew the motion.

Commissioner Steven Levine made a motion to defer this item to the next Regular Meeting. The motion received a second from Commissioner Elizabeth Calderon. Mayor Charles Burkett called for the vote and all were in favor.

**G. Special Commission Meeting, December 15, 2009 – Gary Word, Town Manager**

A motion was made by Vice Mayor Marc Imberman to adopt the consent agenda and to remove item F from the consent agenda. The motion received a second from Commissioner Howard Weinberg. Mayor Charles Burkett called for the vote and all were in favor.

**4. Ordinances and Public Hearings**

**A. Second Readings (Ordinances)**

**1. Off-Street Parking and Loading – Sarah Sinatra, Town Planner  
AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA  
AMENDING ARTICLE 1, SECTION 90.2 “DEFINITIONS”; ARTICLE  
VII. “OFF-STREET PARKING AND LOADING”; SECTION 90.77  
“OFF-STREET PARKING REQUIREMENTS”; AMENDING  
SECTION 90.78 “INTERPRETATION OF THESE REQUIREMENTS”;  
AND AMENDING SECTION 90.81 “DESIGN STANDARDS”;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION  
IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

Town Clerk, Debra Eastman read the title of the ordinance. A motion was made by Commissioner Elizabeth Calderon to adopt the ordinance on second

reading. The motion received a second from Commissioner Steven Levine. Town Clerk, Debra Eastman called the roll and the motion passed 4-1 with Mayor Burkett voting in opposition.

2. Annual Update to Capital Improvement Element within the Town's Comprehensive Plan – Sarah Sinatra, Town Planner

**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. A motion was made by Commissioner Steven Levine to adopt the ordinance on second reading. The motion received a second from Commissioner Elizabeth Calderon. Town Clerk, Debra Eastman called the roll and the motion passed 4-1 with Mayor Charles Burkett voting in opposition.

3. Amending Purchasing Ordinance – Martin Sherwood, Finance Support Services Department Head

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 3 "PURCHASING" OF THE CODE OF THE TOWN TO PROVIDE FOR AN ADDED SECTION 3.6 F. FOR LOCAL PREFERENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk, Debra Eastman read the title of the ordinance. A motion was made by Vice Mayor Marc Imberman to adopt the ordinance on second reading. The motion received a second from Commissioner Elizabeth Calderon. Finance Support Services Department Head, Martin Sherwood explained the local vendor preference provisions. Town Clerk, Debra Eastman called the roll and the motion passed 4-0 with Vice Mayor Marc Imberman absent at the time of the vote.

## **B. First Readings (Public Hearings on Ordinances)**

1. Carport Canopy Ordinance – Sarah Sinatra, Town Planner

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90.2 AND 90.58 "CARPORT CANOPIES" 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.**

Town Clerk, Debra Eastman read the title of the ordinance. A motion to introduce the ordinance on first reading was made by Commissioner Steven Levine. The motion received a second from Commissioner Elizabeth Calderon. Town Clerk, Debra Eastman called the roll and the motion passed 4-0 with Vice Mayor Imberman absent at the time of the vote.

## **5. Resolutions and Proclamations**

## **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.*

There were no public comments at this time.

## **7. Town Manager and Town Attorney Reports**

## **8. Unfinished Business and New Business**

- A. Library – Reimbursement for Cards – Duncan Tavares, Tourist Bureau  
Duncan Tavares, Tourist Bureau Director explained the proposal. Daryl Wahl suggested that each household have one reimbursable library card. Paul Yavis agreed that one card is the appropriate number.  
Vice Mayor Marc Imberman made a motion to devote \$5,000 from the budget to the reimbursement of library cards, one per household. The motion received a second from Commissioner Steven Levine. Mayor Charles Burkett called for the vote and all were in favor.
- B. Proposed purchase of vacant lot – Gary Word, Town Manager  
This item removed from the agenda.

## **9. Mayor, Commission and Staff Communications**

- A. Downtown Maintenance – Commissioner Elizabeth Calderon  
Commissioner Elizabeth Calderon suggested asking business owners to clean the streets fronting their building. Town Attorney, Lynn Dannheisser, was directed to prepare legislation that would require store owners to keep the front of the stores clean with the understanding that the Town will occasionally, perhaps quarterly, pressure wash the sidewalks.
- B. Education Committee – Vice Mayor Marc Imberman  
Vice Mayor Marc Imberman made a motion to disband the Education Committee. The motion received a second from Commissioner Steven Levine. Mayor Charles Burkett called for the vote and all were in favor.
- C. Committee Vacancies – Town Clerk
  - 1. Parks and Recreation Committee Appointment – Commissioner Steven Levine  
Dr. Rasciel Soccaras

2. 75<sup>th</sup> Anniversary Committee Appointment – Commissioner Elizabeth Calderon  
Randy Rubin
3. Tourist Bureau Board Appointment – Commissioner Marc Imberman  
Barbara McLaughlin

Town Clerk, Debra Eastman provided the monthly Committee report. By consensus the Town Commission made the above appointments to the respective Committees.

**10. Adjournment** The meeting adjourned at 8:45 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_, 2010.

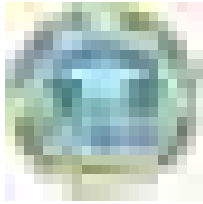
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Charles Burkett, Mayor

Attest:

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Debra E. Eastman, MMC  
Town Clerk



**Town of Surfside  
Special Town Commission Meeting  
December 15, 2009**

**7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2<sup>nd</sup> Fl  
Surfside, FL 33154

**MINUTES**

**1. Opening**

**A. Call to Order**

The meeting was called to order at 7:02 p.m.

**B. Roll Call of Members**

Town Clerk, Debra Eastman called the roll and the following were present: Commissioner Elizabeth Calderon, Commissioner Steven Levine, Commissioner Howard Weinberg, and Mayor Charles Burkett. Vice Mayor Marc Imberman arrived at 7:15 p.m.

**C. Pledge of Allegiance**

Chief of Police, David Allen led the Pledge of Allegiance.

**D. Resolutions**

**1. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING THE CANVASSING BOARD FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD MARCH 16, 2010; DESIGNATING AN ALTERNATE; ESTABLISHING A QUORUM AND PROVIDING AN EFFECTIVE DATE.**

Town Clerk, Debra Eastman read the title of the resolution. Town Manager, Gary Word explained that the Town Clerk and Town Manager are by Charter members of the Canvassing Board. He recommended that the Commission appoint the Town Attorney as the third member for this election. A motion to adopt the resolution and appoint the Town Attorney as a member of the Canvassing Board was made by Commissioner Steven Levine. The motion received a second from Commissioner Elizabeth Calderon. Mayor Charles Burkett called for the vote and all were in favor.

**2. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING THE FIRM OF WEST CONSTRUCTION, INC. TO BE THE GENERAL CONTRACTOR FOR THE CONSTRUCTION OF THE REVISED COMMUNITY CENTER AND AQUATIC FACILITY; AUTHORIZING THE TOWN**



**MANAGER AND TOWN ATTORNEY TO ENTER INTO NEGOTIATIONS FOR A CONSTRUCTION CONTRACT TO BUILD THE COMMUNITY CENTER AND AQUATIC FACILITY DESIGN BASED ON THE TERMS OF THE BID; 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 Steven Levine. The motion received a second from Commissioner Elizabeth Calderon.

Larry Kline gave an overview of the process to date. Chris Giordano, Calvin-Giordano reviewed the bid process and subsequent recommendation of West Construction. Town Attorney, Lynn Dannheisser explained the legal review of the bids. Town Clerk, Debra Eastman called the roll and all were in favor.

**2. Adjournment** The meeting adjourned at 7:35 p.m.

Accepted this \_\_\_\_ day of \_\_\_\_, 2010.

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Charles Burkett, Mayor

Attest:

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Debra E. Eastman, MMC  
Town Clerk

**THE UNIVERSITY OF CHICAGO**  
**DEPARTMENT OF POLITICAL SCIENCE**  
**PH.D. PROGRAM**  
**THESIS REQUIREMENTS**

1. The thesis must be a substantial contribution to the field of political science.

2. The thesis must be a minimum of 100 pages in length, including the bibliography.

3. The thesis must be written in clear, concise, and logical prose. It must be well organized and easy to read. The thesis must be a minimum of 100 pages in length, including the bibliography.

4. The thesis must be a minimum of 100 pages in length, including the bibliography.

5. The thesis must be a minimum of 100 pages in length, including the bibliography.

6. The thesis must be a minimum of 100 pages in length, including the bibliography.

7. The thesis must be a minimum of 100 pages in length, including the bibliography.

8. The thesis must be a minimum of 100 pages in length, including the bibliography.





## TOWN OF SURFSIDE

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

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Town of Surfside  
Projects Progress Report

Charles W. Burkett  
Mayor

Marc Imberman  
Vice Mayor

Howard Weinberg  
Commissioner

Steven Levine, ESQ.  
Commissioner

Elizabeth Calderon, ESQ.  
Commissioner

Gary Word  
Town Manager

## TOWN OF SURFSIDE PROJECTS PROGRESS REPORT January, 2010

1. **Community Center** – The Town Clerk received five bids on December 9, 2009. During a special meeting on December 15, 2009 the commission unanimously voted to recognize West Construction, Inc. as the apparent low bidder. The Town will now begin negotiating the contract with West Construction while simultaneously finalizing all outstanding permits.
2. **Life Guard Stand** – Three Bids have been collected to build a new life guard stand, however The Parks and Recreation Department are evaluating the possibilities of refurbishing the existing life guard stands utilizing in house labor. Current estimates show this alternative could save the Town a significant amount of money.
3. **Planning and Community Development** - Planning staff has revised the EAR Based Amendments based on the Department of Community Affairs (DCA) comments. The Commission will review this item at this month's meeting for second reading. Staff has also reviewed a land use plan amendment from Young Israel to change the land use at the parcel on 96<sup>th</sup> Street between Abbott and Byron from Low Density Residential to General Business. If this item is approved, a site plan and rezoning will also be submitted for the Commission's review.
4. **Website, Information Technology, TV Broadcasts** - The telephone line change from Paetec to AT&T has been completed and is working including access codes for long distance calling. The Town now has working full daily backups, to include the e-mail server, fileshare, and document management server. Laptops have been distributed to the commissioners. IT assisted Commissioner Calderon with a wireless setup at home to use the town laptop for town business. IT is reviewing the Fixed Asset Schedule per request of finance department. Order has been placed for wireless router for legal department. IT will be providing copies of all 2009 meetings to commissioner.
5. **Emergency Management** – The Town's Emergency Operations Plan approved by Miami Dade County and final deliverables submitted to the Town.

## 6. **Public Utilities / Engineering** –

### **Bay Drive Drainage Improvements**

DERM has approved the drainage plans for Bay Drive and drainage pump stations. The project has not been advertised for bid in order to keep it on track with the City wide water main project, so that pavement restoration will be minimized. In addition, conduit for future FPL undergrounding is being investigated to share a trench with cable TV and telephone (AT&T Uverse).

### **FDEP Stormwater Project**

The FDEP project consists of three below grade pump stations, 9 drainage wells, drainage structures, and stormwater collection system to improve both the water quality and quantity before discharging into the Biscayne Bay. The following items are complete:

Task 1: Surveying

Task 2: Engineering Design and Permitting (An FDEP application is required by the contractor, however they have approved the plans)

Task 6: Grant Administration – in process

Task 7: Education – Required for the duration of the project

### **Stormwater Master Maintenance**

The contractor has cleaned the Town's catch basins and stormwater collection system and the pipes. A community-wide atlas showing each of the improvements, condition and recommendations will be needed to maintain the system on a yearly basis as required by the National Pollution Discharge Elimination System (NPDES) Permit. Repairs and replacement program will coincide with the FDEP Stormwater project and grants will augment the CIP as necessary.

### **Wastewater System**

Miami Beach has installed two dedicated Sewer Meters consistent with the tri- party agreement with Miami Beach, Bal Harbor and the Town of Surfside. Currently, two months of daily readings have been obtained, and will be compared with the Town's data to conclude the outstanding invoices from Miami Beach.

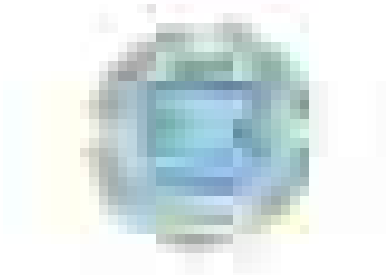
Bal Harbour intends on installing a larger force main to replace the existing shared line. The new line will reduce the pump run times, maintenance costs, as well as the power cost. Surfside has been invited to review the offer before entering into another agreement.

Additional wastewater improvements, such as the sanitary sewer pump station replacements, are currently being evaluated for implementation. Costs and unit prices are being established for lining the moderately cracked pipes and point repairs for the broken pipes. Bidding of the repairs is expected next year for lining the existing sanitary lines and manholes.

## **Water System**

This project was prompted by the substantial loss of water due to leaks in the system. Approximately 33,000 linear feet of water main replacement is planned. The atlas is complete with an inventory of complaints, low pressure, rust, and other issues noted. The contract documents are complete with permitting in process. Advertisement, bid, award and replacement of the aging system are funded; however, the County has delayed release of the General Obligation Bond. The project was scheduled to start by the end of 2009; however, the funding delay will require postponement until February or March 2010.

7. **Transportation and Traffic Engineering** - The Town of Surfside Stop Sign/Traffic Intrusion Analysis is 100% complete and accepted by the Town Commission. Traffic calming recommendations will be phased in by priority by the Town Manager and Public Works Director.
  - a. The traffic study which analyzed the intersections of Collins Avenue at 96<sup>th</sup> Street and Harding Avenue at 96<sup>th</sup> Street for the Young Israel land use change amendment (LUPA) has approved. Young Israel is proposing to amend the Future Land Use map to change the existing residential land use designation to business.
  
8. **Parks** - State staff recommended that Surfside create a Town Recreational Trail map
  - a. Identifying all the points of public access to Indian Creek and the Atlantic Ocean, and identify all public parks and green spaces within the Town, including all parks within a 3-mile radius. Staff is currently working with the Miami-Dade Parks and Recreation staff, and the MPO to request that the trail be adopted by the Miami-Dade County Commission.
  
9. **Grants** - The FY 2009 Application for the DEP Section 319 Non-point Source
  - a. Management Program Grant was submitted by May 23, 2008. As part of the “green roof” application, a resolution was passed adopting nine stormwater elements into the Town’s Stormwater Master Plan. A response is still being awaited.
  
10. **Capital Improvement Projects** - Calvin Giordano has provided the town with a list of concerns regarding safety issues and ADA access for several Beach Walk Access points in the Capital Improvement Projects reports. If directed by The Town the Landscape Architecture Department will provide detailed plans to address these deficient areas.



# State of South Dakota Commission on Communication

1000 East Capitol Building, Pierre, South Dakota 57501  
605.773.3333

Meeting Dates: 3D, 3E, 3F

Meeting Room: (Room 1000)

Agenda: (Agenda items listed here)

Background: (Background information for the meeting)

Objectives: (Objectives of the meeting)

Agenda Item 1

Agenda Item 2

Comments: (Comments section)



RESOLUTION NO. 10 - \_\_\_\_

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 FOR VOLUNTARY COOPERATION AND OPERATION ASSISTANCE WITH THE MIAMI-DADE POLICE DEPARTMENT.

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement For Voluntary Cooperation And Operation Assistance With The Miami-Dade Police Department;

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

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.**    **Authorization.**    The Town Commission hereby authorizes the execution of the Mutual Aid Agreement For Voluntary Cooperation And Operation Assistance With the Miami-Dade Police Department attached hereto as Exhibit "A" and authorizes the Town Manager and Town Police Chief to do all things necessary to effectuate this Agreement.

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

**PASSED** and **ADOPTED** on this \_\_\_\_ day of January, 2010.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

FINAL VOTE ON ADOPTION

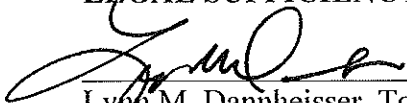
Commissioner Elizabeth Calderon \_\_\_\_\_  
Commissioner Steven Levine \_\_\_\_\_  
Commissioner Howard Weinberg \_\_\_\_\_  
Vice Mayor Marc Imberman \_\_\_\_\_  
Mayor Charles Burkett \_\_\_\_\_

\_\_\_\_\_  
Charles W. Burkett, 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





# Miami-Dade Police Department

Director's Office



An Internationally Accredited Police Service

December 11, 2009

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

Dear Chief David:

On January 1, 2010, the Mutual Aid Agreement and Joint Declaration, which currently exist between Miami-Dade County and your municipality will expire. The Board of County Commissioners has authorized Resolution Number R-1250-09, approving execution of the enclosed document. The previous Joint Declaration has been incorporated in the Agreement titled "Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance. If the document meets the requirements of your municipality, please effect its execution and return all five signed originals to:

Major James J. O'Donnell  
Miami-Dade Police Department  
Strategic Planning and Policing Bureau  
9105 NW 25 Street, Room 3155  
Miami, Florida 33172

Once the signed documents are received back to us, the appropriate Miami-Dade County officials will execute each one, authorizing the Mutual Aid Agreement to become effective as outlined in SECTION VI. After such execution, your agency will receive two fully executed originals.

The Miami-Dade Police Department will file copies of all executed documents with the Florida Department of Law Enforcement as required by the Florida Mutual Aid Act. Should you require additional information, please contact Major James J. O'Donnell at 305-471-1775.

Sincerely,

James K. Loftus  
Interim Director

Enclosure

# EXHIBIT A

## LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

**WHEREAS**, it is the responsibility of the governments of Miami-Dade County, Florida, and the subscribing law enforcement agencies to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

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

**WHEREAS**, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Miami-Dade and the participating Miami-Dade County municipalities; and

**WHEREAS**, Miami-Dade County and the subscribing law enforcement agencies have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement;

**NOW, THEREFORE, BE IT KNOWN** that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned representatives, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement

2. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Florida Statutes.
3. Definitions:
  - a. Chief executive official: Either the County Mayor of Miami-Dade County, or the chief executive official of the participating political subdivision, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each governmental entity. Subsequent to the execution by the executive officials, this Agreement shall be filed with the Clerk of the Court for Miami-Dade County, and the clerks of the respective political subdivisions. The Agreement may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this Agreement.
  - b. Agency head: Either the Director of the Miami-Dade Police Department, or the Director's designees; and the Chief of Police of the participating law enforcement agencies, or the Chief's designees.
  - c. Participating law enforcement agency: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement.
  - d. Certified law enforcement employee: Any law enforcement employee

certified as provided in Chapter 943, Florida Statutes.

## SECTION I. TERMS AND PROCEDURES

### 1. Operations:

a. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

### 2. Powers, Privileges, Immunities, and Costs:

a. All employees of the participating municipal police department, including

certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply

to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. Indemnification: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
4. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not

limited to, the complete discretion to bring the action, or to dismiss the action, or settlement. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

5. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.

## **SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY**

1. Command: The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.
2. Conflicts: Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.
3. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Director or Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

- a. The identity of the complainant;
- b. an address where the complaining party can be contacted;
- c. the specific allegation; and;
- d. the identity of the employees accused without regard as to agency affiliation.

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

### **SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when: participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the participating municipalities and Miami-Dade County, Florida, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and



rendered regarding police operations pursuant to the agreement. The list includes, but is not necessarily limited to, dealing with the following:

Voluntary:

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Joint multi-jurisdictional marine interdiction operations.
6. Security and escort duties for dignitaries.

Operational:

7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.

11. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
12. Any natural, technological or manmade disaster.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol, and police information.
15. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
16. Terrorist activities including, but not limited to, acts of sabotage.
17. Escapes from or disturbances within detention facilities.

#### **SECTION IV. PROCEDURES FOR REQUESTING MUTUAL AID**

The following procedures will apply in mutual aid operations:

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

## **SECTION V. CONCURRENT JURISDICTION**

It is to the mutual benefit of the participating municipal agencies and the Miami-Dade Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities and Miami-Dade County, Florida, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction, and provided that, in the context of this Mutual Aid Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of the municipalities not participating in the Mutual Aid Agreement, and areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.
- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and Miami-Dade County, Florida, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or

forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, municipal law enforcement officers may execute search warrants for offenses which occurred in the municipality. Municipal officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within the territorial limits of the municipalities not participating in the Mutual Aid Agreement, and areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.

Prior to any officer taking enforcement action pursuant to either paragraph a. or b. above, the officer shall notify the designated officer of the jurisdiction in which the action shall will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to subparagraph (a) above shall be processed and coded pursuant to directions of the Clerk of the Court, in such manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

1. General Requirements:

- a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage

- in vehicle pursuits.
- b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
  - c. Officers shall not conduct routine patrol activities outside of their jurisdiction.
  - d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency, within whose jurisdiction the action was taken, as soon as possible after the action has taken place.
  - e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
  - f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

#### **SECTION VI. EFFECTIVE DATE**

This Agreement shall be in effect from date of signing, through and including, January 1, 2015. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

## **SECTION VII. CANCELLATION**

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2009



\_\_\_\_\_  
George M. Burgess, County Manager  
Miami-Dade County, Florida

\_\_\_\_\_  
Robert Parker, Director  
Miami-Dade Police Department

ATTEST:

\_\_\_\_\_  
Harvey Ruvin, County Clerk  
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
R. A. Cuevas, Jr., County Attorney  
Miami-Dade County, Florida



**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

CITY OF: \_\_\_\_\_, Florida.

BY:

\_\_\_\_\_  
(Signature of Chief Executive Official)

\_\_\_\_\_  
(Signature of Chief of Police)

\_\_\_\_\_  
(Officials Printed Name and Title)

\_\_\_\_\_  
(Printed Name of Chief)

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
(Signature of City Clerk)

\_\_\_\_\_  
(Signature of City Attorney)

\_\_\_\_\_  
(Printed Name of City Clerk)

\_\_\_\_\_  
(Printed Name of City Attorney)

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

BEFORE ME, an officer duly authorized by law to administer oaths and take

acknowledgements, did personally appear: \_\_\_\_\_  
(Insert Name and Title of Chief Executive Official)

of the City of \_\_\_\_\_, Florida, a municipal corporation of Florida, and  
acknowledged he or she executed the foregoing Agreement as the chief executive officer of the  
City of \_\_\_\_\_, Florida, and the same is the act and deed of the City of  
\_\_\_\_\_, Florida.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of  
\_\_\_\_\_, in the State of Florida and the County of Miami-Dade on this, the  
\_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**RESOLUTION NO. 10 - \_\_\_\_**

**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 MIAMI SHORES VILLAGE AND THE TOWN OF SURFSIDE**

**WHEREAS**, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement with the Miami Shores Village Police Department and the Town of Surfside Police Department.

**WHEREAS**, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

**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.    Authorization.**    The Town Commission hereby authorizes the execution of the Mutual Aid Agreement with the Village of Miami Shores Police Department attached hereto as Exhibit "A" and authorizes the Town Manager and Town Police Chief to do all things necessary to effectuate this Agreement.

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

**PASSED and ADOPTED** on this \_\_\_\_ day of January, 2010.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

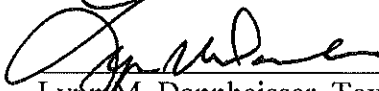
Commissioner Elizabeth Calderon \_\_\_\_\_  
Commissioner Steven Levine \_\_\_\_\_  
Commissioner Howard Weinberg \_\_\_\_\_  
Vice Mayor Marc Imberman \_\_\_\_\_  
Mayor Charles Burkett \_\_\_\_\_

\_\_\_\_\_  
Charles W. Burkett, 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

**MUTUAL AID AGREEMENT**  
Between Miami Shores Village  
and the Town of Surfside

**Whereas**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami Shores Police Department or the Surfside Police Department; and

**Whereas**, Miami Shores Village and the Town of Surfside are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under § 252.34, Florida Statutes; and,

**Whereas**, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating municipalities; and,

**Whereas**, Miami Shores Village and the Town of Surfside have the authority under § 23.12, Florida Statutes, *et seq.*, the Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which provides for rendering of assistance in a law enforcement emergency.

**NOW, THEREFORE**, Miami Shores Village, a Florida municipal corporation, and the Town of Surfside in consideration for mutual promises to render valuable aid in time of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

**SECTION I: SHORT TITLE:** Mutual Aid Agreement

**SECTION II: DESCRIPTION**

Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23 Florida Statutes.

**SECTION III: DEFINITIONS**

- a. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this agreement. Said declaration may be amended or

supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- b. Agency or participating law enforcement agency: Either the Miami Shores Police Department or the Surfside Police Department.
- c. Agency Head: Either the Chief of the Miami Shores Police Department, or Chief's designees; and the Chief of the Surfside Police Department, or the Chief's designees.
- d. The participating police department: The police department of any municipality in the State of Florida that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

#### **SECTION IV: OPERATIONS**

- a. In the event that a party to this agreement is in need of assistance as set specified in the applicable joint declaration, an authorized representative of the agency requiring assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate.
- b. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates. The agency head's decision in these matters shall be final.
- c. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid, as determined by the furnishing party.
- d. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency. However, each employee shall also be subject to the personnel rules, regulations, procedures, and policies applicable to his or her employing agency.

- e. The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.
- f. Whenever an officer or other employee is rendering assistance pursuant to this agreement, the officer or employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.
- g. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
  - 1. The identity of the complainant.
  - 2. An address where the complaining party can be contacted.
  - 3. The specific allegation.
  - 4. The identity of the accused employee(s) without regard to agency affiliation.

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

#### **SECTION V: POWERS, PRIVILEGES, IMMUNITIES, COSTS**

- a. All employees of the participating police department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.
- b. The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this

Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

- c. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- d. All exemptions from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
- e. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- f. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.
- g. This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.

#### **SECTION VI: INDEMNIFICATION**

- a. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement, agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
- b. Each party engaging in any mutual cooperation or assistance, pursuant to this agreement, agrees to assume responsibilities for the acts, omissions, or conduct of such party's own employees while engaged in rendering aid pursuant to this Mutual Aid Agreement, subject to the provisions of § 768.28, Florida Statutes, where applicable.

- c. Each party shall provide satisfactory proof of liability insurance or self insurance by one or more of the means specified in § 768.28(15)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

**SECTION VII: FORFEITURES**

- a. In the event that a participating agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
- b. All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action.

**SECTION VIII: CONFLICTS**

Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

**SECTION IX: EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2015. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

**SECTION X: CANCELLATION**

Any party may cancel its participation in this agreement upon sixty (60) days written notice to the other party or parties. Cancellations will be at the discretion of any subscribing party.



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



Thomas Benton  
Village Manager  
Miami Shores Village, FL

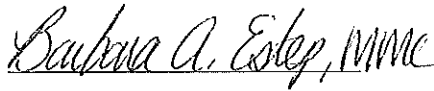
Gary Word  
Town Manager  
Town of Surfside

Date: 12-16-09

Date: \_\_\_\_\_

Attest:

Attest:

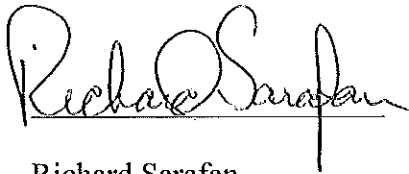


Barbara Estep  
Village Clerk  
Miami Shores Village, FL

Debra Eastman  
Town Clerk  
Town of Surfside

Approved as to form  
and legal sufficiency:

Approved as to form  
and legal sufficiency:



Richard Sarafan  
Village Attorney  
Miami Shores Village, FL

Lynn Dannheisser  
Town Attorney  
Town of Surfside

*Filing the mutual aid agreement: section 23.1225(4), Florida statutes, requires the filing of a copy of the signed mutual aid agreement with FDLE within 14 days after signature. Filing may be accomplished by either mailing to FDLE, P.O. Box 1489, Tallahassee, FL 32302, attention: mutual aid, or fax to 904-488-1760.*

JOINT DECLARATION OF THE CHIEF OF THE  
MIAMI SHORES POLICE DEPARTMENT  
AND THE CHIEF OF THE SURFSIDE POLICE DEPARTMENT PURSUANT TO  
MUTUAL AID AGREEMENT

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

- participating in law enforcement activities that are pre-planned and approved by each respective agency head or his/her designee; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency; or
- spontaneous response where assistance or aid is apparent (see #9 below)

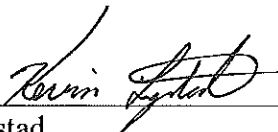
In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by Miami Shores Village and the Town of Surfside, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

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

9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for back-up assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol, and police information.
16. Joint training in areas of mutual need.

DATE: 12/18/2009

DATE: \_\_\_\_\_

  
 \_\_\_\_\_  
 Kevin Lystad  
 Chief of Police  
 Miami Shores Police Department

\_\_\_\_\_  
 David Allen  
 Chief of Police  
 Surfside Police Department

ATTEST:

ATTEST:

  
 \_\_\_\_\_  
 Barbara A. Estep, MMC  
 Village Clerk

\_\_\_\_\_  
 Village Clerk

RESOLUTION NO. 10 - \_\_\_\_

**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 SUNNY ISLES BEACH, FLORIDA POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT.**

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement with the City of Sunny Isles Beach, Florida Police Department and the Town of Surfside Police Department;

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

**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. Authorization.** The Town Commission hereby authorizes the execution of the Mutual Aid Agreement with the City of Sunny Isles Beach, Florida Police Department and the Town of Surfside Police Department attached hereto as Exhibit "A" and authorizes the Town Manager and Town Police Chief to do all things necessary to effectuate this Agreement.

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

**PASSED and ADOPTED** on this \_\_\_\_ day of January, 2010.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

FINAL VOTE ON ADOPTION

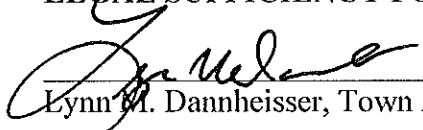
Commissioner Elizabeth Calderon \_\_\_\_\_  
Commissioner Steven Levine \_\_\_\_\_  
Commissioner Howard Weinberg \_\_\_\_\_  
Vice Mayor Marc Imberman \_\_\_\_\_  
Mayor Charles Burkett \_\_\_\_\_

\_\_\_\_\_  
Charles W. Burkett, 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



December 18, 2009

Town of Surfside  
Chief Dave Allen  
**(Hand Delivered)**

**Re: Renewal of Mutual Aid and Joint Declaration Agreements**

Dear Chief Allen,

Enclosed please find four (4) original executed Mutual Aid and Joint Declaration agreements between The City of Sunny Isles Beach and Town of Surfside.

The current agreements between our cities will expire on January 1, 2010. Once you have executed these agreements, please return two (2) originals to my attention and keep two for your agency/city.

Please be advised that once I receive the fully executed agreements, I will file them with the Florida Department of Law Enforcement in compliance with applicable Florida State Statutes.

Should you have any questions, Please feel free to contact me.

Sincerely,

*Capt. Michael A. Grandinetti*

Michael A. Grandinetti  
Captain

Enclosures

c: Fred A. Maas, Chief of Police  
Hans Ottinot, City Attorney  
Jane Hines, City Clerk

**MUTUAL AID AGREEMENT****Between the City of Sunny Isles Beach Police Department  
and the Town of Surfside Police Department**

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

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating **Dade County** municipalities; and

WHEREAS, the participating **Dade County** municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Sunny Isles Beach**, subdivision of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
  - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this

Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the **City of Sunny Isles Beach Police Department** or the participating municipal police department.
  - C. **Agency Head:** Either the Chief of the **City of Sunny Isles Beach Police Department**, or the Chief's designees, and the Chief of Police of the participating municipal police department, or the Chief's designees.
  - D. **Participating municipal police department:** The police department of any municipality in **Dade County**, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
  - E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.
4. Operations:
- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
  - B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
  - C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

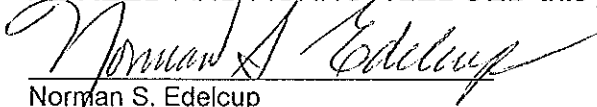


5. Powers, Privileges, Immunities, and Costs:
  - A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
  - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
  - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
  - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.


- 7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
  
- 8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
  
- 9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2015**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
  
- 10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
\_\_\_\_\_  
Norman S. Edelcup  
Mayor,  
City of Sunny Isles Beach, FL

\_\_\_\_\_  
Gary L. Word  
Town Manager,  
Town of Surfside, FL


ATTEST:

  
\_\_\_\_\_  
Jane A. Hines  
City Clerk,  
City of Sunny Isles Beach, FL.

ATTEST:

\_\_\_\_\_  
Debra E. Eastman  
Town Clerk,  
Town of Surfside, FL.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Hans Ottinot  
City Attorney,  
City of Sunny Isles Beach, FL.

\_\_\_\_\_  
Lynn M. Dannheisser  
Town Attorney,  
Town of Surfside, FL.

**JOINT DECLARATION  
OF THE CHIEF OF THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT  
AND THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

participating in law enforcement activities that are preplanned and approved by each respective agency head, or

appropriately dispatched in response to a request for assistance from the other law enforcement agency.

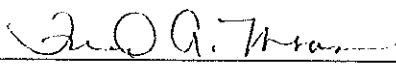
In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the **City of Sunny Isles Beach**, Florida, and the **Town of Surfside**, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

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

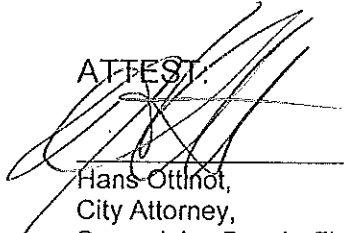
9. Enemy attack
10. Transportation of evidence requiring security
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions
12. Security and escort duties for dignitaries
13. Emergency situations in which one agency cannot perform its functional objective
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information
15. Joint training in areas of mutual need
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries

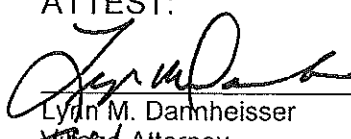
DATE: 12-14-09

DATE: \_\_\_\_\_

  
 \_\_\_\_\_  
 Fred A. Maas  
 Chief of Police.  
 Sunny Isles Beach, Florida

\_\_\_\_\_  
 Dave Allen  
 Chief of Police  
 Surfside, Florida

ATTEST:  
  
 \_\_\_\_\_  
 Hans Ottnot,  
 City Attorney,  
 Sunny Isles Beach, Florida.

ATTEST:  
  
 \_\_\_\_\_  
 Lynn M. Dannheisser  
 City Attorney,  
 Surfside, Florida

**JOINT DECLARATION AMENDMENT UNDER  
CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT AND THE TOWN OF  
SURFSIDE POLICE DEPARTMENT'S  
MUTUAL AID AGREEMENT**

This Agreement amends the Joint Declaration under the Mutual Aid Agreement of \_\_\_\_\_, 20\_\_\_\_, to include and permit concurrent **marine patrol** related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **City of Sunny Isles Beach** and the **Town of Surfside** to the following conditions of concurrent marine patrol related jurisdiction:

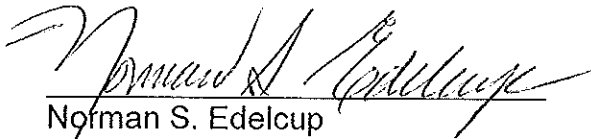
1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50-50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. The jurisdiction of civil forfeiture action shall be filed by seizing agency.
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of Mutual Aid Agreement.


This Amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint

Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **City of Sunny Isles Beach Police Department** and the **Town of Surfside Police Department**.

12-14-09  
Date

  
Norman S. Edelcup  
Mayor  
City of Sunny Isles Beach, Florida

  
Fred A. Maas  
Chief of Police  
City of Sunny Isles Beach, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary L. Word  
Town Manager  
Town of Surfside, Florida

\_\_\_\_\_  
Dave Allen  
Chief of Police  
Town of Surfside, Florida



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RESOLUTION NO. 2010- \_\_\_\_

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE EMERGENCY OPERATIONS PLAN APPROVED BY MIAMI-DADE COUNTY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside, in accordance with Chapter 252, Florida Statutes, is adopting an Emergency Operations Plan; and

**WHEREAS**, the purpose of the plan is to guide emergency response and recovery operations and describes the policies, strategies, operational goals and objectives and ensure a unified response with surrounding municipalities and the County to ensure effective emergency response and will mitigate the impacts of a disaster; and

**WHEREAS**, Miami-Dade County has reviewed and approved the proposed plan which now requires Commission approval in order to be effective.

**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.**     **Emergency Operations Plan Approved and Adopted.** The Town of Surfside Emergency Operations Plan attached hereto as Exhibit "A" is hereby approved and adopted by the Town Commission. In the event of an emergency, the Town manager and the Chief of Police are hereby directed to conduct operations in accordance therewith. The plan shall be reviewed once again by the Commission in four (4) years from the date of this approval.

**Section 3.**     **Effective Date.** This 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 Elizabeth Calderon \_\_\_\_\_  
Commissioner Steven Levine \_\_\_\_\_  
Commissioner Howard Weinberg \_\_\_\_\_  
Vice Mayor Marc Imberman \_\_\_\_\_  
Mayor Charles Burkett \_\_\_\_\_

\_\_\_\_\_  
Charles W. Burkett, Mayor

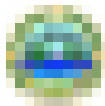
**ATTEST:**

\_\_\_\_\_  
Debra M. Eastman, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

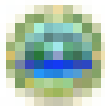
  
\_\_\_\_\_  
Lynn M. Dannheisser, Town Attorney





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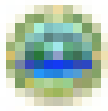
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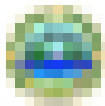
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# Town of Surfside Emergency Operations Plan

## 1.0 OVERVIEW AND EXECUTIVE SUMMARY

### 1.1 PLAN PURPOSE

The purpose of the plan is to guide municipal emergency response and recovery operations by reducing the vulnerability of people and property from large-scale disasters, ensuring an effective response to the impacts of a disaster, and ensuring long-term community recovery.

The Emergency Operations Plan (EOP) describes the policies, strategies, operational goals and objectives through which the Town will mobilize resources and conduct response and recovery activities after a large-scale disaster.

This plan details an all-hazards emergency management framework, which embodies all aspects of prevention, mitigation, preparedness, response, and recovery. The plan establishes municipal policies and protocols under which emergency operations are to be conducted.

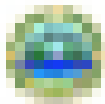
This plan establishes the organizational system for comprehensive emergency management in compliance with the National Incident Management System (NIMS) as well as Federal, State, and County requirements. Roles and responsibilities for implementing emergency operations are assigned to individuals, agencies, and contract organizations.

This plan is designed to address all hazards yet must remain flexible. Policies, operational procedures, and responsibilities may be modified to meet disaster conditions.

### 1.2 LEGAL AND REGULATORY COMPLIANCE WITH NIMS, COUNTY AND STATE REQUIREMENTS

The Town of Surfside has prepared an Emergency Operations Plan to document and detail its policies and operational concepts to be used during emergency response operations, as well as the organizational responsibilities for the plan implementation and maintenance.

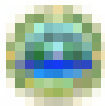
This plan reflects the existing capabilities of the municipal agencies and the jurisdiction's community support organizations to conduct standard emergency operations and to implement the emergency plan. The Town of Surfside relies upon contractual services by county agency providers in order to provide both daily and emergency responsibilities. This plan will define how to implement these operational procedures. (See Table 3 for further service provider information.)



This plan establishes uniform policies and procedures consistent with the National Incident Management System (NIMS) for the effective coordination of resources to cope with a wide variety of natural, man-made, and technological emergencies. These emergencies may differ in size and severity and may affect the health, safety, or general welfare of the people of Town of Surfside. The Town of Surfside has adopted NIMS under Resolution Number 2005-1700. This plan is written in compliance with the requirements of the NIMS, the Florida Comprehensive Emergency Management Plan, the Miami-Dade County Comprehensive Emergency Management Plan, and the National Response Framework.

The municipal emergency plan will reference or incorporate written procedures, job aides, and field guides developed by the Town and required for use by Miami-Dade County or the State of Florida. Procedures are being developed for the activation, operation and deactivation of the Emergency Operations Center.

The municipal emergency plan defines the NIMS based concept of operations to be used by the Town during emergencies and the responsibility for its implementation. The Town Mayor, or in his absence, the Vice-Mayor, or in his absence, the Town Manager, may activate the plan in accordance with activation procedures which are further detailed in Section 6.



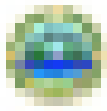
## 2.0 PLAN DISTRIBUTION

### 2.1 DISTRIBUTION LIST

The Town of Surfside EOP will be distributed once every four years, or whenever significant revisions are necessary, or as directed by the Town Manager. The plan will be distributed to the following individuals:

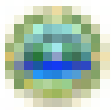
- Town Commission
- Town Mayor, Town of Surfside
- Vice-Mayor, Town of Surfside
- Town Manager, Town of Surfside
- Town Clerk, Town of Surfside
- Parks and Recreation Director, Town of Surfside
- Town Attorney, Town of Surfside
- Public Works Director, Town of Surfside
- Finance Director, Town of Surfside
- Public Works Administrative Manager, Calvin, Giordano and Associates
- Building & Zoning Manager, Calvin, Giordano and Associates
- Tourist Bureau, Town of Surfside
- Human Resources, Town of Surfside
- Information and Technology Manager, Calvin, Giordano and Associates
- Planning Manager, Calvin, Giordano and Associates
- Redevelopment Officer, Calvin, Giordano and Associates
- Police Chief, Town of Surfside Police Department
- Assistant Police Chief, Town of Surfside Police Department
- Director, Miami-Dade County Department of Emergency Management
- District Fire Chief, Miami-Dade Fire Department
- North Miami Emergency Management Coordinator, Miami-Dade County OEM
- Director, Miami-Dade County OECMS (Office of Engineering and Construction Management Services)
- Village Manager, Village of Bal Harbour
- Town Manager, Town of Bay Harbor Islands
- City Manager, City of North Miami
- City Manager, City of Miami Beach





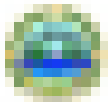
In addition, annually, the Town Manager will re-evaluate emergency management assignments within the Emergency Operations Center with the goal of developing each position to a depth of three levels for each vital position. Each individual assigned to the roster, will annually receive a copy of the plan to include:

- Planning Section Chief and staff
- Logistics Section Chief and staff
- Operations Section Chief and staff
- Finance Section Chief and staff
- Public Information Officer
- Police Chief



## 2.2 TABLE OF REVISIONS

Date	Pages / Section	Description	Signature

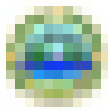


## **2.3 PLAN UPDATE AND MAINTENANCE**

The Emergency Preparedness Committee under the direction of the Assistant Police Chief is responsible for annually reviewing the EOP. The Assistant Police Chief is responsible for annually updating all annexes which reference contact information and other changing information. The Basic Plan and Functional Annexes will be updated once every four years unless substantial deficiencies are demonstrated through an actual or simulated disaster response incident. The Town Manager may also direct more frequent updates as the environment, conditions, or assumptions within the Town change.

## **2.4 PLAN ADOPTION REQUIREMENTS**

As outlined in Policy Statement 6.5 of the Town's Comprehensive Plan, the Surfside Town Commission will adopt this plan no later than December 2011. Upon substantive revision or within four years of the time of adoption, this plan will be reviewed and again formally adopted by the Town Commission. The plan may also be evaluated following major exercise of the plan and following any significant implementation of the plan, and modified if indicated. Each approval and adoption will provide the local authority and instruction for plan implementation by response organizations. Modifications to the plan made between formal approvals by the governing body will constitute an administrative update to the previously approved plan and not require formal approval.



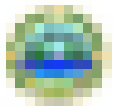
### 3.0 SITUATION AND ASSUMPTIONS

#### 3.1 SITUATION

##### 3.1.1 Demographics/Characteristics of the Community

The Town of Surfside is a beautiful oceanfront community located in the tropical paradise of South Florida. The Town encompasses the area from 87th Terrace to 96th Street, and it is situated between the City of Miami Beach to the South and the Village of Bal Harbour to the North. The Town of Surfside, with a population of only 5,600, combines a tranquil, attractive, residential neighborhood with a traditional "home town" shopping district and a number of resorts and hotels. Surfside is a family vacation destination; Surfside is also within close proximity range of all of South Florida's world renowned attractions.

<b>Table 1: Demographics</b>		
<b>Ethnicity</b>	<b>Total Number</b>	<b>% of Population per Ethnicity</b>
White	4,590	93.5%
Black	63	1.3%
Native American	2	0.0%
Asian	57	1.2%
Other Pacific Islander	1	0.0%
Two or more races	122	2.5%
Other	74	1.5%
<b>Population Total</b>	<b>4,909</b>	<b>100.0%</b>
<b>Sex/Age Group</b>	<b># per Sex/Age Group</b>	<b>% of Population per Sex/Age Group</b>
M < 18	377	16.5%
M 18 - 64	1,354	59.3%
M > 65	552	24.2%
F < 18	421	16.0%
F 18 - 64	1,487	56.6%
F > 65	718	27.4%
	<b>4,909</b>	<b>100.0%</b>
<b>Total Pop by Sex</b>	<b>Total Number</b>	<b>% of Population per Sex</b>
Total Male	2,283	46.5%
Total Female	2,626	53.5%
	<b>4,909</b>	<b>100.0%</b>
<b>Total # of Households</b>	<b>2,248</b>	<b>100.0%</b>

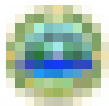


While most of Surfside is composed of residential neighborhoods, the Town has its own business and commercial district which includes restaurants and a variety of retail stores.

Surfside is also close-by to other popular locations such as South Beach, downtown Miami, Oleta State Park, Haulover Park and Beach, North Shore Open Space Park, area golf courses, marinas with rental boating and fishing expeditions, and to all area seaports and airports.

While all of these community assets stand out on their own, the thing that makes Surfside most impressive is its strong and consistent commitment to the quality of life of its residents. Old and new houses are mixed together in a quiet, peaceful and relaxed neighborhood setting. The condominiums and hotels along the oceanfront on A1A are not permitted to exceed 12 stories in height.

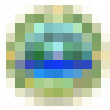
The Town houses a Publix Grocery Store, a Best Western Hotel, several synagogues, and its own Police Department (See Map 1: Critical Facilities). The Surfside Police Department works to make their town a safe and enjoyable place to live, work, and recreate.



### Map 1: Critical Facilities



### 3.2 ASSUMPTIONS



### **3.2.1 Assumptions regarding emergency conditions**

Disasters impacting the Town will endanger public safety, damage property, and disrupt community services. The level of impact will vary in location, type, and magnitude. This variability will necessitate a flexible approach to implementation of the EOP.

The concept of operations outlined in this plan assumes that a major or catastrophic emergency has occurred or is likely to occur, and the need exists for the immediate activation of this plan and mobilization of emergency response resources.

Damage may be extensive and many areas could experience casualties, property loss, disruption of normal life support systems, and loss of economic, physical, and social infrastructures.

Local emergency response personnel will experience casualties and damage to their homes and personal property, and will themselves be victims of the disaster.

All public, private, and non-profit organizations that support this plan have developed emergency operations procedures to implement and allocate resources.

If the emergency is major or catastrophic in nature, it is assumed that the County will request state assistance and the Governor will request activation of the National Response Framework and federal resources. The Federal Emergency Management Agency will coordinate deployment of federal assets to the affected areas to provide assistance to local governments.

In addition to state and perhaps federal assistance, the Town may request mutual aid from other political subdivisions throughout the state through the Statewide Mutual Aid Agreement.

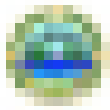
Disaster conditions may require the Town to fulfill emergency response and disaster recovery operations independently and without assistance for up to 72 hours following impact of the event.

Resources may be inadequate to meet the needs of citizens within the Town. Prioritization will be based upon life-sustaining need in accordance with the policies established in the EOP.

Protective actions for the public could potentially involve thousands of individuals, and it is assumed the public will attempt to comply with all protective action instructions.

Facilities, institutions, or locations that are required by statute or other standards to have emergency response plans and procedures will maintain and implement those plans.

Following the impact of a disaster, significant modifications in normal Town agency operations will be necessary to assist disaster victims, restore community services, coordinate debris removal, and similar operations. This may require Town agencies to employ temporary staff, use alternate facilities, or deliver services directly to damaged areas.



### 3.2.2 Plan Implementation Assumptions

Personnel with assigned emergency response duties will report to duty.

The Town Emergency Operations Center will remain functional for the duration of the emergency response activities.

The Town is able to maintain communications and control with key responding personnel and the County Emergency Operations Center.

## 3.3 HAZARD IDENTIFICATION AND RISK ASSESSMENT

The Town of Surfside is vulnerable to a host of hazards, which pose a risk to the residents and property. The Town of Surfside is a participant in the Miami-Dade County Local Mitigation Strategy Steering Committee which has drawn from a broad range of sources, including federal, state, and local agencies, and private sector organization in identifying hazards and assessing risk and vulnerability to those hazards. All hazards, which may impact the town, have been considered and those with the highest risk are discussed below and include: hurricanes, tornadoes, flooding, hazardous materials incidents (fixed facility and transportation), civil disturbances and mass migration events, terrorism, and biological epidemics.<sup>1</sup>

The Town has drawn upon this analysis to identify the hazards threatening the jurisdiction and estimated the risk posed to the Town. The Town has also estimated the vulnerability of important facilities and systems to the identified hazards. In summary, the highest risk natural and man-made hazards that threaten the Town are listed below in descending order of risk (highest risk to lowest risk).

### 3.3.1 Hurricanes and Tropical Storms

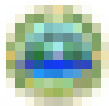
Florida is one of the most vulnerable areas in the nation to the impacts of hurricanes and tropical storms. Hurricane season runs from June 1 through November 30. Primary and secondary effects from a hurricane include: storm surge, high winds, and inland flooding. High winds and inland flooding pose the greatest hurricane related threats to the Town of Surfside. These impacts can be widespread affecting people and property in areas far beyond the municipal boundaries. Environmental damage may be significant due to widespread destruction of vegetation, contamination of water systems, and vulnerable environments.

Due to the fact that Surfside is a coastal community and has tidal water bodies within its geographic boundaries, it is vulnerable to storm surge. The Town of Surfside's vulnerability to high winds is increased due to the widespread distribution of homes, which were constructed prior to new building codes, which mandates higher wind loading standards. The town itself may also experience damage due to a high winds since none of the town-owned or town-occupied facilities are built to withstand high winds. Infrastructure is likely to be damaged or destroyed, communications system disrupted, and employees injured. The National Weather Service calculates the probability of hurricane force winds impacting any given year for selected coastal cities. The closest cities to Surfside are Miami Beach which has a 1 in 7 probability and Miami which has a 1 in 6 probability. Surfside, which is located

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<sup>1</sup> Additional hazards which are not considered high risk to the Town of Surfside and are, therefore, not incorporated in future discussions are nuclear power plants incidents, agricultural hazards, sinkholes, and earthquakes among others.





between these two cities, has a probability that lies between these numbers. In recent years, the Town has been impacted by Hurricanes Frances, Jeanne, and Wilma all of which caused damage to the towns residences and infrastructure.

### **3.3.2 Tornadoes**

The most common, least destructive tornadoes in south Florida are warm season tornadoes which occur from May through August during afternoon thunderstorms. The most destructive tornadoes occur between December and April, due to cold fronts from the north colliding with warm tropical air in the south. Miami-Dade County as a whole is likely to experience approximately two touchdowns per year. These may occur anywhere within the County including the Town of Surfside. All areas of the county are subject to both vulnerability and maximum threat; however, less than one percent of the population and property can be expected to be impacted by any single tornado event. Within the localized area of tornado touchdowns, people, property, facilities, and infrastructure damage can be severe. The Town of Surfside's vulnerability to high winds is increased due to the number of homes which were constructed prior to the new building codes. The town itself may also experience damage as none of the town-owned or town-occupied facilities are built to withstand high winds. The Town Hall has recently been refaced and should be structurally sound and able to withstand high winds.

### **3.3.3 Flooding**

Much of Miami-Dade County is susceptible to localized flooding, particularly during the rainy season of June through October. The county's flat terrain causes extensive "ponding" due to the lack of elevation gradients to facilitate "run-off". Map 2 indicates the Town of Surfside's Land Use.

The Town of Surfside has an elevation of two to ten feet above sea-level and is subject to storm surge which is a serious hazard to the barrier island community. Numerous repetitive loss properties have been identified by the National Flood Insurance Program and are being targeted for flood mitigation efforts. Map 3 indicates the repetitive loss structures.

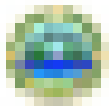
### **3.3.4 Nuclear Power Plants**

The Town of Surfside is in the 50-mile Emergency Planning Zone (EPZ) for Turkey Point Nuclear Power Facility in Miami-Dade County. This EPZ includes the ingestion exposure pathway in which the population and animals are vulnerable to the long-term health effects associated with the ingestion of contaminated food and water. Property is less vulnerable because the distance from the facility is a sufficient buffer to protect the property and the town. The long-term environmental exposure to contaminants could still pose a threat.

### **3.3.5 Hazardous Materials**

Hazardous materials incidents can occur anywhere there is a road, rail line, port, airport, or fixed-facility using, storing, or manufacturing hazardous materials. The Town of Surfside is at risk for an accidental chemical release. There is one fixed SARA Title III facility (See Map 5) that contains a threshold quantity of extremely hazardous materials. There is also a high likelihood of an accidental hazardous material release associated with the transportation of chemical materials through the Town.

Gaseous chemical substances pose the highest risk to individuals who inadvertently inhale, ingest, or come in contact with the fumes. These substances, however, in time, will tend to evaporate and no longer pose a significant threat to people, property, or the environment.



Solid and liquid hazardous materials may pose less of a hazard to people, but may be detrimental to property and the environment. Vulnerable natural environments, water bodies, and groundwater systems may all be contaminated by hazardous materials and require extensive remediation. The entity itself is not likely to experience significant impacts from a hazardous materials event.

### **3.3.6 Terrorism and Civil Disturbance**

The State of Florida is vulnerable to civil disturbances and terrorism as a result of its diverse population and close proximity to politically unstable nations. Miami and Miami-Dade have been identified as a “high threat” area by the U.S. Department of Homeland Security and targeted for increased federal funding to reduce vulnerability and increase capability. Surfside is in close proximity to South Beach, downtown Miami, and to all area seaports and airports. There are several causeways that can be utilized to reach the barrier island. Although potential targets are numerous, high-density population centers and military installations are assumed to be at the highest risk. The Town of Surfside does not contain likely terrorist targets. Terrorism increases the likelihood of mass casualty and mass evacuation from a target area.

For threats of armed violence and weapons of mass destruction, it is very likely that joint jurisdictional operational management of the incident will take effect, coordinated at the County level between the Miami Dade Police Department and the Florida Department of Law Enforcement (FDLE). For any of these scenarios, some degree of state and federal involvement may occur. The lead federal agency may be FEMA, the Department of Justice, or the Department of Homeland Security.

### **3.3.7 Transient Populations**

It is estimated that there are total of 7,627 homeless individuals and families with children within Miami-Dade County. This number includes people who are on the street as well as those who are in emergency shelters and transitional housing units. There are no government agencies, profit or non-profit organizations to house the homeless in the Town of Surfside.

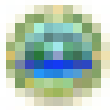
### **3.3.8 Mass Migration**

Miami-Dade County has a history of mass immigration from the Caribbean basin, particularly Cuba and Haiti. A large uncontrolled influx of immigrants has the potential of significantly disrupting the social and economic stability in Miami-Dade County by overwhelming the delivery of essential services such as medical response and public safety. Mass immigration increases the need for law enforcement, detention, and mass care. These events are typically preceded by periods of increasing tension abroad, which are monitored by the federal government within civilian and military based agencies.

### **3.3.9 Biological Epidemics**

#### **Pandemic Influenza**

A flu pandemic occurs when a new influenza A virus emerges for which there is little or no immunity in the human population; the virus causes serious illness and spreads easily from person-to-person worldwide. The World Health Organization (WHO) defines a pandemic as follows: "A disease epidemic occurs when there are more cases of that disease than normal. A pandemic is a worldwide epidemic of a disease."



Typically, the term pandemic is used in reference to an influenza pandemic due to the threat of such pandemics, but pandemics can occur in other disease types as well.

The World Health Organization classifies the pandemic influenza threat into six phases, as follows:

- Phase 1: Animal influenza cases which do not present a threat to humans;
- Phase 2: Animal influenza cases which may present a threat to humans;
- Phase 3: Small clusters of animal transmission to humans;
- Phase 4: Verified cases of human to human transmission;
- Phase 5: Human to human transmission in 2 or more countries in one region (pandemic imminent);
- Phase 6: Pandemic - community-level outbreaks in more than one region.

### **3.3.10 Coastal Oil Spills**

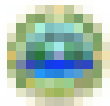
Oil spills can have a serious economic impact on coastal activities and on those who exploit the resources of the sea. In most cases such damage is temporary and is caused primarily by the physical properties of oil creating nuisance and hazardous conditions. The impact on marine life is compounded by toxicity and tainting effects resulting from the chemical composition of oil, as well as by the diversity and variability of biological systems and their sensitivity to oil pollution.

In coastal areas some marine mammals and reptiles, such as turtles and their nests, may be particularly vulnerable to adverse effects from oil contamination because of their need to surface to breathe and to leave the water to breed. Adult fish living in near shore waters and juveniles in shallow water nursery grounds may be at greater risk to exposure from dispersed or dissolved oil.

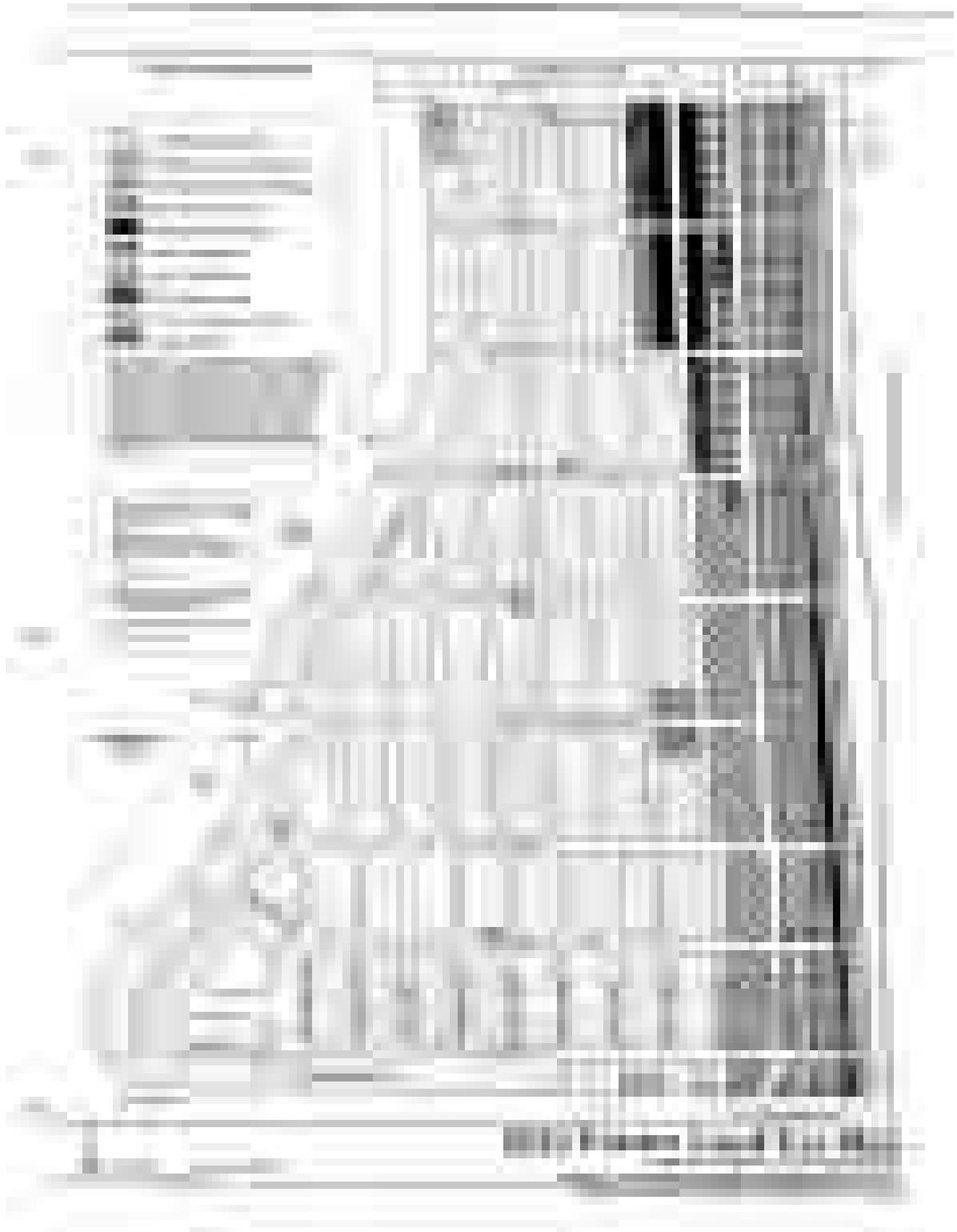
The impact of oil on shorelines may be particularly great where large areas of rocks, sand, and mud are uncovered at low tide. The amenity value of beaches and rocky shores may require the use of rapid and effective clean-up techniques, which may not be compatible with the survival of plants and animals.

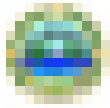
If oil waste reaches the shoreline or coast, it interacts with sediments such as beach sand and gravel, rocks and boulders, vegetation, and terrestrial habitats of both wildlife and humans, causing erosion as well as contamination. Waves, water currents, and wind move the oil onto shore with the surf and tide.

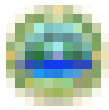
Beach sand and gravel saturated with oil may be unable to protect and nurture normal vegetation and populations of the substrate biomass. Rocks and boulders coated with sticky residue interfere with recreational uses of the shoreline and can be toxic to coastal wildlife.



## Map 2: Town of Surfside Land Use Map



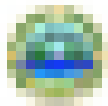




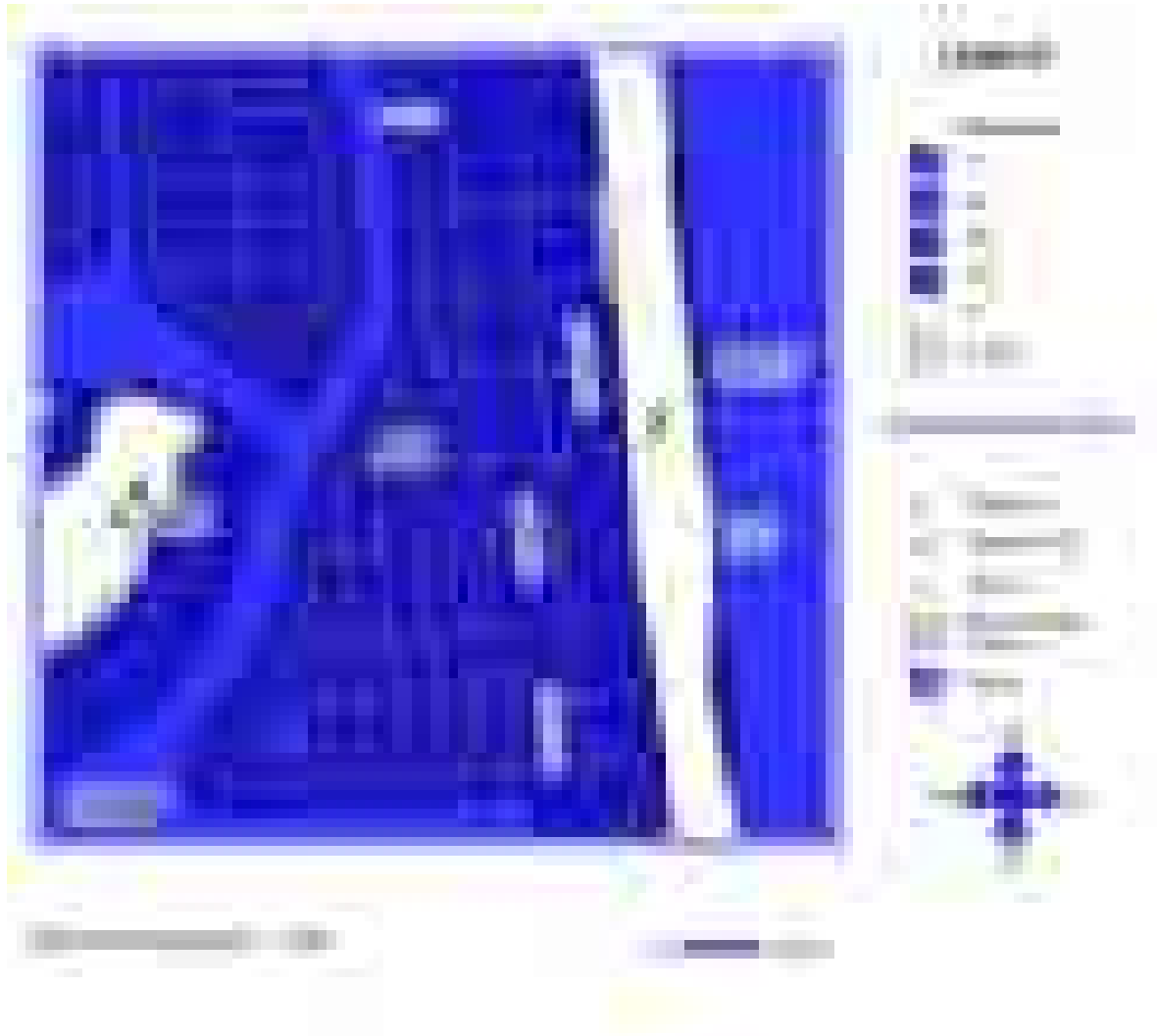
### Map 3: Surge Inundation Area<sup>2</sup>



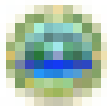
<sup>2</sup> Source: <http://gisims2.miamidade.gov/Cservices/CSMap.asp>



**Map 4: Flood Zones<sup>3</sup>**

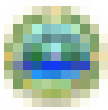


<sup>3</sup> Source: <http://gisims2.co.miami-dade.fl.us/MyNeighborhood/FloodMap.asp>



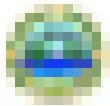
EOP Item	What Assumption?
10	Town of Surfside will have sufficient resources to be able to provide services to the community during an emergency. Resources will be available to respond to the needs of the community during an emergency.
11	Town of Surfside will have sufficient resources to be able to provide services to the community during an emergency. Resources will be available to respond to the needs of the community during an emergency.
12	Town of Surfside will have sufficient resources to be able to provide services to the community during an emergency. Resources will be available to respond to the needs of the community during an emergency.
13	Town of Surfside will have sufficient resources to be able to provide services to the community during an emergency. Resources will be available to respond to the needs of the community during an emergency.
14	Town of Surfside will have sufficient resources to be able to provide services to the community during an emergency. Resources will be available to respond to the needs of the community during an emergency.
15	Town of Surfside will have sufficient resources to be able to provide services to the community during an emergency. Resources will be available to respond to the needs of the community during an emergency.





### Map 5: Town of Surfside Storm Water Station





### Map 6: Hazardous Materials Facility



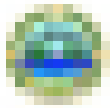
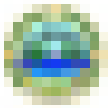


Table 2: Incidence of Possible Disasters	Likelihood of Occurrence	Vulnerability of			
		People	Property	Environment	The entity itself
Hurricanes and Tropical Storms	H	H	H	H	H
Tornadoes	L	H	H	M	M
Flooding	H	H	H	H	H
Nuclear Power Plants	L	L	L	L	L
Hazardous Materials	L	L	L	M	L
Civil Disturbance/ Armed Violence	L	M	M	L	M
Mass Migration / Transient Populations	M	M	M	M	M
Terrorism	L	M	M	L	M
Biological Epidemics	M	H	M	M	M

H=High      M=Medium      L=Low



## **4.0 EMERGENCY PREPAREDNESS**

### **4.1 SUMMARY OF MUNICIPAL CAPABILITIES**

This section details the emergency response and disaster recovery capabilities of the Town. The Town has developed the basic capabilities, programs and resources to provide both daily and disaster response and recovery capabilities in compliance with the National Incident Management System and the County Comprehensive Emergency Management Plan.

The Town of Surfside will respond to and recover from a major disaster through the aid of its municipal staffing, external contractors, and Miami-Dade County for most municipal services including emergency response services. The Town contracts with the Miami-Dade Fire Department for fire and emergency medical services. Although the Town does not have direct management control over these resources, they will likely remain committed to the Town after a large-scale disaster. The Miami-Dade Fire Department operates in accordance with the National Incident Management System.

Depending on the severity and magnitude of the disaster, additional County resources may be requested after a disaster. Resources from adjacent municipalities may also be activated through the Statewide Mutual Aid Agreement. Daily services will continue during a disaster, but the ability to augment those services will be based upon availability through County services. Additional community service/volunteer organizations and private vendors who contract with the Town may also be called upon to provide emergency services.

All additional municipal services which may be needed during a disaster are detailed in Table 3.

### **4.2 EMERGENCY PREPAREDNESS PROGRAM**

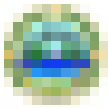
This plan also defines the Town of Surfside emergency preparedness program which includes hazard mitigation, emergency preparedness, and a training and exercise program. Roles and responsibilities for each component of the preparedness program have been assigned to individuals within the Town or contract staff supporting municipal operations. All preparedness actions are guided by the Emergency Preparedness Committee.

The Town will conduct emergency planning activities on an ongoing basis to ensure that the Emergency Operations Plan, as well as all supporting procedures, are maintained, and employees are regularly trained. When directed by the Town Manager, the Town will exercise the vital components of the plan by conducting a Table Top Exercise to test the emergency plan. Prior to the exercise, the Planning Committee will meet to assign roles and responsibilities of the Incident Management Team.

#### **4.2.1 The Municipal Emergency Preparedness Committee**

The Town has established an Emergency Preparedness Committee that is responsible for the planning, training, exercises, and maintenance of the improvement program needed to ensure the Town is ready to respond to emergencies. The Emergency Planning Committee operates on a continuing basis throughout the year.

The EPC conducts meetings as needed to provide coordinated input from the policy level to operational level. The EPC coordinates all preparedness activities and includes the Town



Manager, Parks and Recreation Director, Building and Zoning Director, Public Works Director, Assistant Police Chief, Human Resources Director, Town Clerk, and the Finance Director. The Assistant Police Chief is responsible for oversight of the EPC and preparedness activities as directed by the Town Manager.

These individuals assure that all available resources and personnel are considered in the implementation of the Town's preparedness program to all hazards. This is intended to improve the coordination of public and private preparedness programs throughout the jurisdiction. This Committee is responsible for the following activities:

- Establish emergency plans and protocols including public communications and awareness
- Establish the standards, guidelines and protocols necessary to promote interoperability among the jurisdictions agencies and reorganizations, as well as with adjacent jurisdictions and the county
- Adopt standards, guidelines, and protocols for providing resources to requesting organizations, including protocols of the emergency organization in supporting incident operations conducted by the municipality
- Set priorities for resources and other requirements for supporting field operations
- Ensure participation in Miami-Dade County's multi-agency coordination mechanisms, including the County EOC, mutual-aid agreements, incident information system, non-governmental organization and private sector outreach, public awareness and information system, and mechanisms to deal with information and operations security

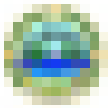
#### **4.2.2 Coordination of Preparedness Activities**

The preparedness program aims to ensure that all agencies and organizations with an assigned responsibility in the plan are capable of performing their responsibility. The Town will maintain routine communication with the County and adjacent municipalities regarding emergency preparedness activities and when indicated participate in joint training and exercises with adjacent jurisdictions. The Town also actively participates in numerous countywide emergency preparedness organizations including the Local Mitigation Strategy Committee, which ensures effective coordination for all hazards and uniformity of response protocols and the Office of Emergency Management which coordinates countywide response activities.

### **4.3 TRAINING**

The Town may offer in-house training for all NIMS-required courses for those personnel required to maintain a basic level of NIMS compliance. Advanced or specialized training above this level is coordinated with Miami-Dade County as well as other regional entities. The Assistant Police Chief will work in concert with Miami-Dade County Office of Emergency Management on available training opportunities.

NIMS requires that response personnel be classified as to their emergency response capabilities, as well as certified or licensed appropriately when necessary. It is the responsibility of department director to determine the level of training required by their respective personnel based on their roles and responsibilities during an emergency. As such, department directors are responsible for monitoring the NIMS Integration Center (NIC)



(<http://www.fema.gov/emergency/nims>) for the development of any changes in the Federal Requirements. All personnel are required to achieve the required training levels within one year of assignment to their positions.

Upon completion of training, employees are responsible for forwarding copies of the training certificate to the Human Resources Department. The Human Resources Department will store, archive and act as the records custodian for the training records, classifications, certifications and all other information relevant to emergency management/disaster related training for its staff and contractors.

#### **4.4 EXERCISES AND IMPROVEMENT PLANNING**

Exercises are designed to assess and evaluate emergency plans and capabilities. Exercises which may take the form of drills, table top exercises, functional exercises, or full scale exercises, are designed to test the range of hazards that may confront the Town. The exercises are also designed to test all elements of the plan and build upon capabilities. Exercises should incorporate an all-hazard approach while ensuring that each hazard which faces the Town is addressed. In addition to the Town wide exercises, each of the agencies participates in its respective agency's routine drills to maintain skills and test equipment.

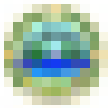
Less complex exercises such as discussion based exercises will be conducted in house to the extent possible. Complex exercises will be coordinated with Miami-Dade County as well as other regional entities. The Town will participate in exercises that are countywide, regional or statewide, as resources are available. Upon invitation, the Town may also participate in exercises sponsored by other jurisdictions. Each agency or organization with assigned responsibilities will be responsible for ensuring staff participation in exercises.

NIMS and HSEEP require that the emergency response capabilities be evaluated on an ongoing basis, as well as after each exercise and/or actual emergency. Exercises form the first stage of the corrective action process. After each exercise, all participants will be asked to participate in an after-action critique. The lessons learned will be documented in an after action-report. The after-action report will identify corrective actions needed and assign responsibility and a schedule for implementation of the corrective actions. When deemed appropriate, the recommendations will be incorporated into the plan modifications, training curriculum, and future exercise evaluations. All exercises will be conducted in compliance with the HSEEP requirements and address capabilities outlined in the Target Capabilities List.

The Assistant Police Chief will be responsible for exercise coordination, scheduling evaluations, facilitating the involvement of all appropriate organizations, preparing the required written reports, and ensuring that identified corrective actions are incorporated into the Town's preparedness improvement plan. The Emergency Management Coordinator will also be the point of contact for Miami-Dade County for participation in countywide after-action evaluations.

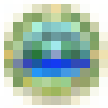
#### **4.5 PRE-EMERGENCY PUBLIC INFORMATION AND EDUCATION**

Pursuant to Policy Statement 6.3 in the Town's Comprehensive Plan, the Town conducts an ongoing hurricane evacuation information program to make all residents aware of evacuation needs and plans. The Town of Surfside implements a comprehensive, public information program on pre-emergency preparedness which includes public service announcements and press releases, as well as the maintenance of timely and updated



messages on cable channel 77 and the Town's website, <http://www.townofsurfsidefl.gov/>. The goal of this program is to provide residents with the information that they will need to make and act on decisions affecting the protection of their lives and property. In addition to emphasizing the need for residents to have a personal disaster plan, this information will provide guidelines and tips on the supplies and provisions necessary to ensure that residents and their households can be self-sufficient for at least (5) days following an event

The Town of Surfside actively reaches out to the community through several public and business outreach efforts. Residents can obtain disaster related information at the Miami-Dade website, <http://www.miamidade.gov/oem/hurricanes.asp>. The *Surfside Gazette*, a monthly newsletter, is mailed directly to residents. The Town also participates and encourages citizens to participate in county and state sponsored preparedness events.



## **5.0 ORGANIZATION AND STAFFING**

### **5.1 COORDINATION OF MUNICIPAL EMERGENCY RESPONSE OPERATIONS**

Coordination of field operations at an incident scene is the responsibility of the Incident Commander. The Field Incident Commander will represent a member of the Town of Surfside Police Department. The field Incident Commander will directly notify the Chief of Police of any incident which may potentially meet activation conditions due to the need for additional resources and/ or technical expertise.

The Chief of Police, or his designee, is the Town's Incident Commander and will determine the need to activate the town's Emergency Operations Center and level of staffing support needed for each operational period. Upon activation, the Command Staff will coordinate actions to provide additional resources to the incident scene, to allocate resources among multiple scenes, and to coordinate municipal operations with other jurisdictions, higher levels of government, and contractors providing disaster support resources. All emergency operations are coordinated in accordance with the principles of the National Incident Management System.

### **5.2 COORDINATION OF MUNICIPAL EMERGENCY OPERATIONS WITH PRIVATE SECTOR EMERGENCY OPERATIONS**

In accordance with NIMS, the State CEMP, and Miami-Dade County CEMP, the Town of Surfside coordinates primarily through the County Emergency Operations Center or upon activation, the Divisional Emergency Operations Center, to determine status of public and private utilities including ESF 1: Transportation, ESF 2: Communications, ESF 3: Public Works and Engineering, ESF 8: Health and Medical Care, ESF 12: Energy. The Town will maintain a municipal liaison at the North Miami Divisional EOC to monitor and coordinate emergency response and recovery activities affecting the town, as needed. For a list of Town Contract Service Providers, see Table 3.

### **5.3 DAILY (NON-EMERGENCY) ORGANIZATION AND STAFFING**

The Surfside Town Commission is comprised of one Mayor, one Vice Mayor, and three Commissioners who are elected by the registered voters of the Town. Elected positions, or "seats," are held for a period of two years, after which a new election is conducted. The Town of Surfside government is comprised of nine departments. Fire and Rescue services are contracted by Miami-Dade County Fire Department. All other departments are managed and staffed by municipal employees and contract employees from private providers. For an organizational layout of their daily operations, see Chart 1 on the following page.



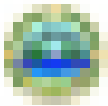
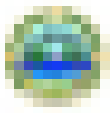


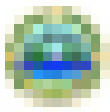
Chart 1: Town of Surfside, Organizational Chart for Daily Operation





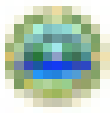
**TABLE 3: SERVICE PROVIDERS FOR THE TOWN OF SURFSIDE**

Service	Method of Delivery				Contract In Place (☑)	Responsible Entity or Entities
	Municipality	Other Jurisdiction	Community Organization	Private Sector		
Governance and continuity of government	✓					Town Mayor, Town Vice Mayor, Town Commission, Town Manager, Town Clerk, etc.
Law enforcement and security	✓	✓			✓	Town of Surfside
Traffic management and safety	✓	✓			✓	Town of Surfside
Hazardous materials emergency response		✓			✓	Miami-Dade County Fire Rescue
Public health services		✓				Miami-Dade County Health Department
Emergency medical services		✓			✓	Miami-Dade County Fire Rescue
Sewer services	✓					Town of Surfside
Electricity				✓	✓	Florida Power & Light
Waste collection and disposal	✓					Town of Surfside
Emergency Debris Removal				✓		Ashbritt Environmental Services, Inc.
Debris Monitoring				✓		Solid Resources, Inc.
Telephone and hardwire communications				✓	✓	AT & T
Emergency Information Hotline	✓					Town of Surfside
Communications for municipal				✓	✓	AT & T / Motorola



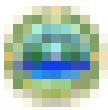
**TABLE 3: SERVICE PROVIDERS FOR THE TOWN OF SURFSIDE**

Service	Method of Delivery				Contract In Place (☑)	Responsible Entity or Entities
	Municipality	Other Jurisdiction	Community Organization	Private Sector		
government						
Information management for municipal government				✓	✓	Atlantic Broadband
Comprehensive planning and land use control	✓					Building & Zoning
Environmental protection and enhancement within the municipality		✓				Miami-Dade County Environmental Resources Management
Mass transit and transportation services		✓				Miami-Dade County Transit
Roadway repair and maintenance	✓					Public Works Department
Storm drainage system cleaning, repair and maintenance	✓					Public Works Department
Maintenance of municipally-owned or operated facilities	✓					Public Works Department
Building construction inspection				✓	✓	Building Department
Code enforcement				✓	✓	Building Department
Social services to municipal residents in need (e.g., the homeless, displaced, elderly, etc.)	✓	✓			✓	Town of Surfside / Miami-Dade County Human Services
Emergency animal care and control		✓				Miami-Dade County Animal Services



**TABLE 3: SERVICE PROVIDERS FOR THE TOWN OF SURFSIDE**

Service	Method of Delivery				Contract In Place (☑)	Responsible Entity or Entities
	Municipality	Other Jurisdiction	Community Organization	Private Sector		
Local Public Transportation		✓				Miami-Dade County Transit
Municipal government relations with business and industry; Economic development in the municipality		✓				Miami-Dade County Capital Improvements
<u>Infrastructure Development:</u> Roadway construction	✓					Public Works Department
<u>Infrastructure Development:</u> Drainage system construction	✓					Public Works Department
<u>Infrastructure Development:</u> Water system construction		✓				Public Works Department / Miami-Dade Public Works
<u>Infrastructure Development:</u> Sewer system construction		✓				Public Works Department / Miami-Dade Public Works
<u>Infrastructure Development:</u> Town roadway construction	✓					Public Works Department
<u>Infrastructure Development:</u> Town buildings construction	✓					Public Works Department



## 5.4 EMERGENCY RESPONSE ORGANIZATION

During an emergency activation, the Town’s organizational structure is modified in accordance with the National Incident Management System requirements. This structure is detailed in Chart 2 and Table 4 below. Each municipal representative within the Town of Surfside has been assigned an organizational responsibility in the Emergency Response Organization. The Emergency Response Organization is responsible for staffing the Emergency Operations Center during emergency events and responding to the disaster situation. Due to the limited number of employees available for emergency response duties, it is essential that each assigned individual be available to fulfill this assignment. It is the long-term goal of the town to continue to train and develop additional personnel to augment the emergency response depth within the organizational structure.

<b>Agency/position</b>	<b>Emergency Preparedness Committee (EPC)</b>	<b>Emergency Response Organization</b>	<b>ICS Division</b>
Mayor		X	Command
Vice Mayor		X	Command
Town Manager	X	X	Command
Public Information Officer	X	X	Command
Town Attorney		X	Command
Public Works Director	X	X	Operations
Miami-Dade Fire Liaison	X	X	Operations
Police Department Designee	X	X	Operations
Town Clerk	X	X	Planning
Damage Assessment Team	X	X	Planning
Information Technology Specialist	X	X	Planning
Parks & Recreation Director	X	X	Logistics
Finance Director	X	X	Finance
Human Resources Director	X	X	Finance

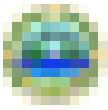
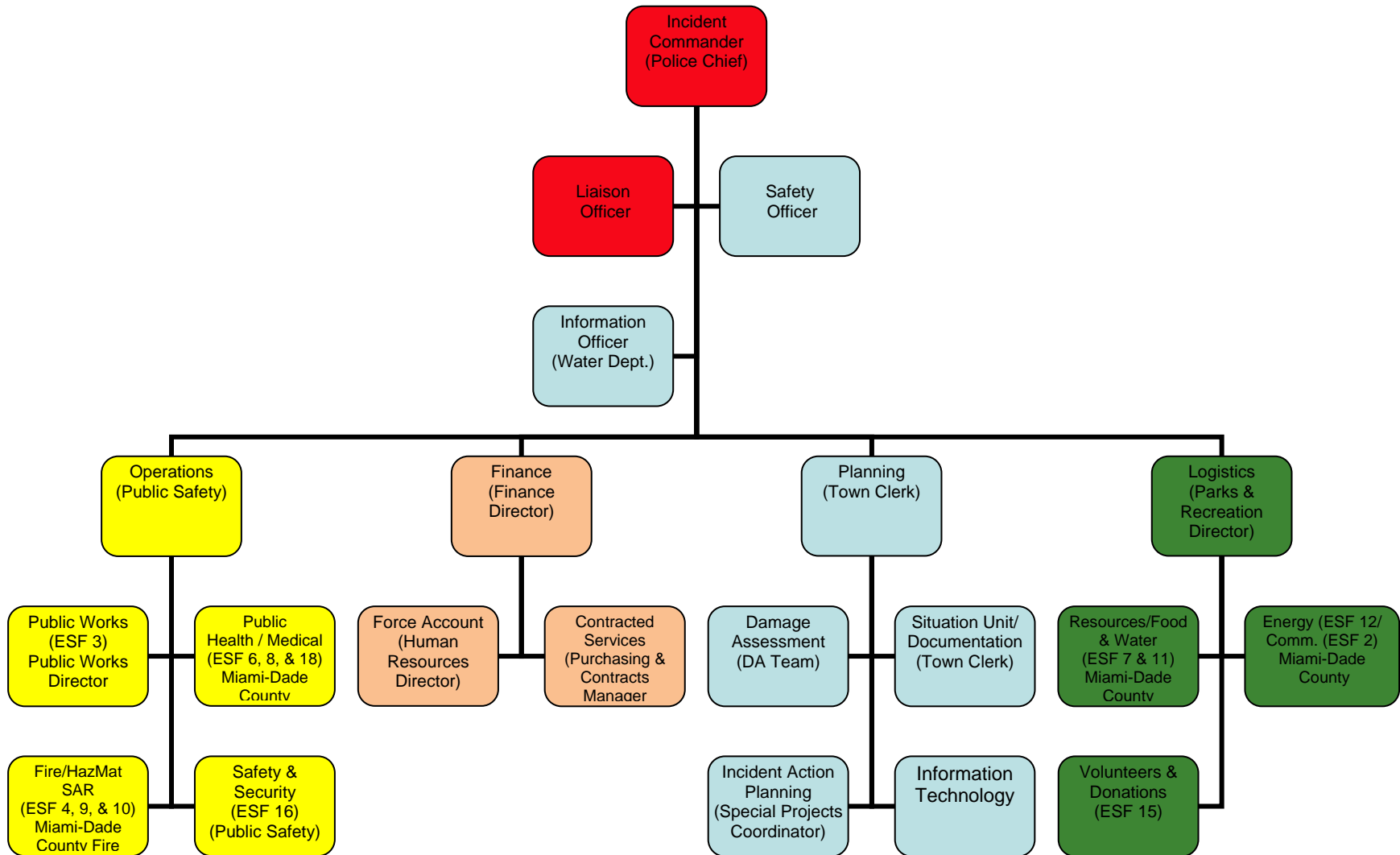
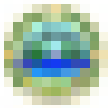


Chart 2: Town of Surfside Emergency Organizational Chart





## 5.5 DAILY (Non Emergency) EMERGENCY MANAGEMENT RESPONSIBILITIES BY POSITION

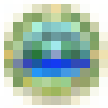
In advance of any disaster impacting the Town, numerous activities must occur in preparation of an impending situation. Following are the assignment of responsibilities of the governing body and the Police Department during the preparedness phase.

### RESPONSIBILITIES OF THE TOWN COMMISSION DURING THE PREPAREDNESS PHASE

- Formally adopt NIMS,
- Approve the emergency management plan,
- Approve pre-disaster and emergency contracts and vendor agreements for emergency services,
- Approve state and federal emergency preparedness grants,
- Approve mutual aid agreements,
- Establish and update policies and local ordinances necessary to support Town agency development and implementation of the EOP, and its annexes,
- Approve Miami-Dade County local mitigation program participation,
- Maintain preparedness for meetings to endorse a Declaration of a Local State of Emergency and to promulgate emergency ordinances when necessary,
- Approve protective actions including evacuations and shelter in place, curfews, and other protective policies,
- Resolve policy issues which arise during the disaster event, which may include enacting emergency ordinances,
- Provide budgetary support for the Town's emergency preparedness, response, and recovery programs.

### RESPONSIBILITIES OF ALL EMERGENCY RESPONSE ORGANIZATIONS DURING THE PREPAREDNESS PHASE

- Develop and maintain current detailed procedures, rosters, inventories, and similar documents necessary for implementation of the EOP, ESF, ICS Branch, as well as for conducting emergency operations for the Town EOC,
- Ensure agency staff are adequately trained for implementation of the agency's emergency response, disaster recovery operations, and the National Incident Management System,
- Identify three employees to serve as ICS Section and/or ESF representatives to the EOC, with the authority to commit resources and execute policies,
- Conduct practice exercises of the agency's response and recovery operations on a regular basis,
- Maintain the statewide mutual aid agreement to provide additional personnel and resources during disaster operations,



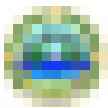
- Support continuing efforts to lessen the vulnerability of the agency's facilities, equipment, personnel and operations to the impacts of disasters through participation in the Town's pre-disaster mitigation planning and programming,
- Develop and maintain continuity of operations/continuity of government plans (COOP) to enable the agency to conduct its essential operations, including fulfilling responsibilities for EOP implementation, in the event of damage or disruption to the agency's normal facilities or systems,
- Take actions before and during a disaster to protect all vital records and documents within the agency's control,
- Develop and implement "family emergency preparedness programs" for agency staff in order to facilitate the participation of key staff in the implementation of the EOP,
- Accurately maintain financial records regarding all financial expenditures and staff time records relevant to emergency response and disaster recovery operations,
- Participate in post-event evaluations and critiques of exercises and the response to actual disasters to assist with appropriate modifications of the EOP,
- Support and participate in the routine updating of the EOP and its annexes,
- Cooperate with communications and requests for assistance from the Emergency Management Coordinator regarding the planning, training, exercise and implementation activities necessary to maintain the Town's preparedness for disasters,
- Coordinate, provide, and document training of incident management team members,
- Activate the ESF upon the request of command.

#### **RESPONSIBILITIES OF THE ASSISTANT POLICE CHIEF ACTING AS THE EMERGENCY MANAGEMENT COORDINATOR DURING THE PREPAREDNESS PHASE**

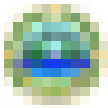
The Emergency Preparedness Coordinator may be assigned to perform the following responsibilities:

- Assess and conduct studies, report, regulations, and technical guidance relevant to the Town's EM program,
- Ensure compliance with NIMS, Miami-Dade County, the State of Florida and other regulatory and statutory bodies,
- Coordinate with the Town's PIO to conduct public information activities and outreach to the private sector within the municipality and or participating in Miami-Dade County's public information and outreach programs,
- Analyze staffing, equipment and facility resources to determine their adequacy for plan implementation and planning corrective actions where indicated,
- Maintain the emergency plan and ensure maintenance of associated operational procedures by the responsible organizations,
- Develop and/or implement municipal training programs in emergency plan implementation and in NIMS compliance,
- Develop an exercise program for the municipality and ensure municipal participation in county, regional and statewide exercises,





- Chair and support the Town’s Emergency Preparedness Committee (EPC),
- Periodically evaluate the Town’s response capabilities and identify areas of shortfall,
- Monitor and track the completion of NIMS training by all Town employees, contracted personnel, and volunteers,
- Coordinate the Town’s efforts to classify and certify personnel and equipment used in the emergency operations, as well as tracking the licensure/certification status of personnel,
- Ensure “after action” evaluations as well as the updating and maintenance of the Town’s “preparedness improvement plan”,
- Evaluate and document the Town’s response and recovery capabilities in accordance with NIMS and the Target Capabilities List,
- Represent the Town in Miami-Dade County’s inter-jurisdictional emergency preparedness efforts,
- Maintain overall direction of the Town’s actions during preparedness, response and recovery operations to comply with the Town’s Strategic Plan,
- Direct Town agencies to update and maintain the EOP and its annexes, and to maintain readiness to implement the EOP,
- Participate as Primary Member of the Command Group,
- Monitor and track completion of NIMS training requirements and town wide implementation compliance,
- Participate in town, county, and regional all hazards exercises of the EOP, activation of the EOC and the operations of the Command.

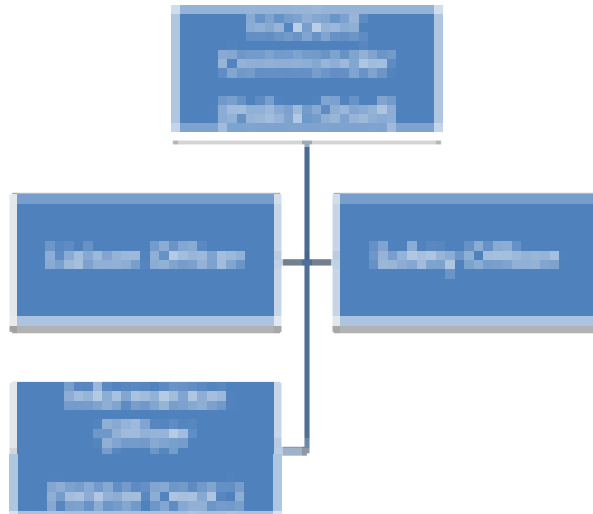


## 5.6 EMERGENCY RESPONSIBILITIES BY POSITION

The following section describes the responsibilities assigned to each of the primary agencies and section chiefs during the response phase. Staffing assignments are also listed in Table 4 in this section.

### COMMAND

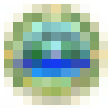
The Police Chief will function as the EOC's Incident Commander. The EOC Incident Commander will implement the policy directives of the Town Commission through direct coordination with the Section Chiefs. The EOC Incident Commander is responsible for the overall management of all incident activities, including the development and implementation of strategy, and for approving the ordering and release of resources. The EOC Incident Commander ensures that all resources are allocated according to priorities set by Town policy and incident objectives detailed in the Incident Action Plan.



### Responsibilities of Police Department Designee as the Divisional EOC Liaison

A Police Department designee may be assigned to staff the North Miami Divisional Emergency Operations Center as the Town's liaison, as needed. The Town Liaison will conduct the following tasks:

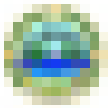
- Coordinate response and recovery activities from the Town EOC to the County EOC,
- Review resource requests and resource deployments with the County EOC and monitor status of missions,
- Monitor status of response and recovery operations on the County level and notify the Command of emergency information and status items,
- Monitor and forward County Incident Action Plans, Situation Reports, Flash Report, and Media Releases to the Town EOC's Planning Section,



- Upon request of the Town command staff, coordinate with appropriate county ESF personnel to achieve response and recovery missions,
- If conditions warrant, coordinate the implementation of the Continuity of Operations Plan.

**Responsibilities of the Public Information Officer acting as Lead ESF 14**

- Conduct public information activities and outreach to the private sector,
- Participate in Miami-Dade County's public information and outreach programs,
- Develop and coordinate emergency public information with the Miami-Dade County Joint Information Center (JIC),
- Coordinate request for assistance and additional resources related to public information needs.

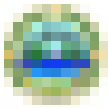


## OPERATIONS

The Operations Section is responsible for the management of all operations detailed in the Incident Action Plan. The Operations Section activates and supervises operations, organizational elements, and staging areas in accordance with the incident action plan. The Operations Section Chief also assists in the formulation of the incident action plan and directs its execution. The Operations Section also requests or releases resources and recommends these to the incident commander. The Operations Section consists of four branches: Safety & Security, Public Works, Public Health/Medical, and Fire/HazMat/SAR. Each of the branches is assigned a Branch Leader, either through Town personnel or through a representative of Miami-Dade who will monitor the incident objectives and ongoing mission assignments within the Branch.

Each functional element in this section may be staffed if conditions warrant. All functional elements within the Operations Branch report to the Operations Section Chief. The Operations Section is responsible for coordinating tactical operations for an incident in support of the on scene incident commander. This section also coordinates with the Planning and Logistics sections to request or release resources in support of tactical operations. The Operations Section supports response activities which are occurring in the field (e.g., firefighting, search and rescue, mass care). This section also determines resource shortfalls and requests additional resources from the Logistics Section.



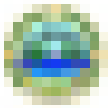


### **Responsibilities of the Police Department Designee acting as the Operations Section Chief**

- Coordinate mission requests, monitor and report status of all field response activities including: Law enforcement, Firefighting, Mass Care, Housing and Human Services, Public Health and Medical Services, Safety & Security, Hazardous Materials, and Urban Search and Rescue,
- Coordinate Rapid Impact Assessment with the North Miami Divisional EOC,
- Coordinate with the County to determine if a DRC is required; coordinate with the Logistics Section Chief to identify a suitable facility or location.
- Activate the Citizen Hotline number,
- Request or release resources in coordination with the Logistics Section Chief,
- Identify need for volunteers; coordinate with the Logistics Section to review needs with the Divisional EOC,
- Determine resource shortfalls and request additional resources to Logistics Section,
- Report information about special activities, events, and occurrences to the Incident Command,
- Conduct routine EOC briefings at each operational period.

### **Responsibilities of the Public Works Director acting as Lead ESF 3**

- Coordinate the storm protection of all Town Buildings and town infrastructure,
- Directs emergency operation related to municipal services,
- Provides the required staff and equipment, through in-house resources, outside vendors, and mutual aid agreements to assist in emergency debris clearance (first push) and resume normal trash pick-up as soon as possible,
- Supervise and coordinate the debris removal and debris monitoring contract activities including establishment of transfer sites,
- Maintain and coordinate all financial records related to protective measures and debris management with the Finance Section Chief to ensure FEMA reimbursement,
- Coordinate the public assistance damage assessment and damage survey reporting process and ensure all town property and equipment are assessed and recorded,
- Provide status information related to water mains, storm water flooding, sewer systems, traffic, and communications, power to the Operations Section Chief,
- Coordinates and maintains usage of generators both stationary and mobile,
- Coordinates storm water recovery efforts,
- Coordinates restoration efforts for water services, storm water, sewer systems, traffic, and communications systems.



### **Debris Removal**

The Town has entered into an agreement with Ashbritt to conduct emergency debris removal and equipment upon request. The Town has contracted with Solid Resources, Inc. to conduct debris monitoring.

### **Responsibilities of the Miami-Dade Fire Liaison Acting as Lead ESF 4, 9, & 10**

A Miami-Dade Fire Liaison is assigned to staff the Fire Fighting, Urban Search and Rescue, as well as hazardous materials functional elements. Each functional element may be staffed at the Town EOC, the Divisional EOC and/or County EOC if conditions warrant. All functional elements within the Operations Branch, report to the Operations Section Chief.

#### **Fire Fighting and Urban Search and Rescue**

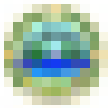
The Fire Fighting function will provide available resources for fire prevention and suppression actions within the Town during emergency response and disaster recovery operations, providing trained personnel and equipment for specialized services to protect lives and property throughout the response and recovery period, in cooperation with other Town Operations Section Chief.

- Direct resources and personnel in the suppression of fires within the Town,
- Provide paramedics and EMT's for the provision of medical treatment and transport,
- Provide personnel and equipment to support search and rescue operations within the Town,
- Provide mutual aid in accordance with mutual aid agreements,
- Update the Operations Section Chief with the status of fire fighting, emergency medical service, and search and rescue operations,
- Attend Operations briefings and provide input to the Incident Action Plan for the next operational period.

#### **Hazardous Materials**

The purpose of the Hazardous Materials function is to provide resources in response to hazardous materials incidents occurring in or affecting the Town.

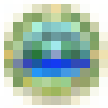
- Detect, characterize, monitor and control significant hazardous materials releases within the Town or potentially impacting the Town,
- Secure and coordinate support for the Town's on-scene personnel responding to an incident involving hazardous materials,
- Obtain technical information regarding hazardous materials and the risks they pose to emergency response personnel and the threatened public,
- Advise EOC Command regarding the need for protective actions for the threatened public and the level of personal protection to be utilized by emergency response personnel,
- Securing resources and assistance for post-exposure operations in the Town such as decontamination or environmental remediation,



- Providing hazardous materials response personnel and resources to support operations at facilities involved in the Town's emergency actions, such as providing decontamination services at the command post,
- Securing services and expertise regarding hazardous materials needed by other emergency response and disaster recovery operations implemented by the Town, such as advising on the management of contaminated debris.

#### **Responsibilities of the Police Department Designee Acting as Lead ESF 16**

- Directs emergency related operations of the Police Department,
- Implement protective actions and executive orders including evacuation, re-entry, curfews, and quarantine actions,
- Maintain a current list of traffic control points and related security activities for inclusion in the Incident Action Plan,
- Coordinate traffic control and reentry measure with neighboring jurisdictions in order to facilitate reentry procedures for response and recovery personnel as well as returning residents and business owners,
- Participates in initial rapid damage assessment and damage survey reporting,
- Implement anti-looting measures and maintain perimeter control during the recovery phase,
- Provide additional security personnel at critical facilities and vital incident sites including command post, distribution sites, staging areas, and others,
- Coordinate the provision of additional law enforcement and security resources needed for response and recovery operations.



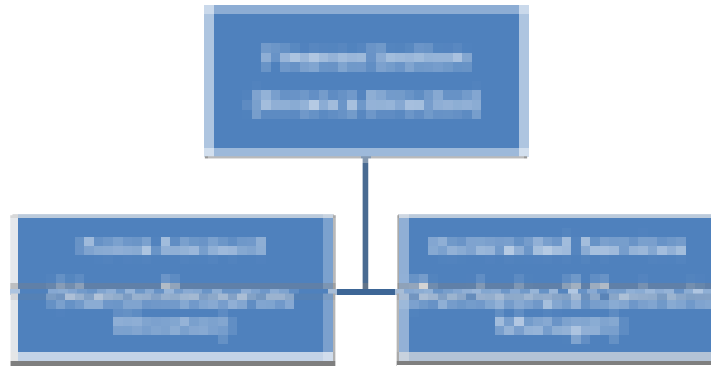
**FINANCE**

The Finance Section monitors cost expenditures to ensure that statutory rules that apply are met. In particular, the Town must meet all requirements related to the Robert T. Stafford Act as administered by the Federal Emergency Management Agency.

This section monitors all sources of funds, tracks and reports to Incident Command the financial “burn rate” as the incident progresses. This allows Incident Command to forecast the need for additional funds before operations are affected negatively. This is particularly important if significant operational assets are under contract from the private sector. Close coordination with the Planning Section and Logistics Section is also essential so that operational records can be reconciled with financial documents.

The Finance Section must provide cost analysis data for the incident. It ensures that equipment and personnel for which payment is required are properly identified, obtain and record all cost data, and analyze and prepare estimates of incident costs.

The Finance Section will ensure proper daily recording of personnel time and equipment usage time as they related to the individual mission tasking in accordance with the finance and administration emergency policies. Personnel time records will be collected and processed for each operational period (as appropriate). These records must be verified, checked for accuracy, and posted according to existing policies. Excess hours worked must also be determined, for which separate logs must be maintained. Under ICS, this unit handles injury compensation and claims.

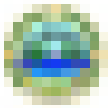


**Responsibilities of the Finance Director Acting as the Finance Section Chief**

The Finance Director is assigned to staff the Finance Section Chief position. The Finance Section will conduct the following tasks:

- Monitor and track all disaster response and recovery related expenditure of funds including personnel time and equipment in accordance with FEMA guidelines,
- Maintain accurate tracking and documentation of acquired, leased, and mutual aid equipment, supplies, and personnel,
- Supply emergency funds to the incident command,





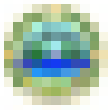
- Provide regular status update to the Incident Commander for the status of financial resources, expenditures, and departments,
- Provide technical assistance related to emergency purchasing procedures, and FEMA reimbursement requirements,
- Provide input in the development of Incident Action Plans and assist in long-term recovery planning.

#### **Responsibilities of the Human Resources Director Managing Force Account**

- Ensure that appropriate insurance coverage and employee policies are in place to support post disaster response and recovery operations,
- Identify and coordinate the provision of additional human resources in support of response and recovery operations from within the town's governmental structure, from external sources, through mutual aid, and/or volunteers,
- Participates in the cost recovery process by tracking personnel hours and insuring that appropriate insurance claims are filed in a timely manner,
- Assists in recovery planning and strategies.

#### **Responsibilities of the Purchasing & Contracts Manager for Contracted Services**

- Coordinate with local jurisdiction on plans and supply sources,
- Prepare and authorize contracts and agreements,
- Interprets contracts and agreements; resolve disputes within delegated authority,
- Establish contracts and agreements with supply vendors,
- Complete final processing of contracts and send documents for payment,
- Briefs Finance Chief on current problems, recommendations, outstanding issues, and follow-up requirements.



## PLANNING

The Planning Section is responsible for collecting, evaluating, and disseminating all incident-related data and information. The Planning Section conducts planning meetings, prepares the IAP and situation reports for each operational period. The Planning Section may also develop, display, and/or distribute incident maps, status boards, databases, personnel contact information, operational schedules, and other critical information. The Planning Section participates in conference calls to ensure that pertinent information is captured and distributed and is also responsible for developing the demobilization plan.

### **Incident Action Planning and Situation Assessment**

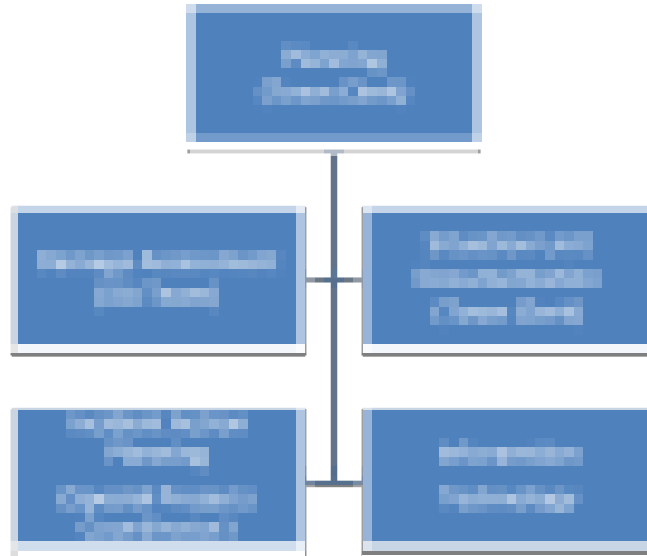
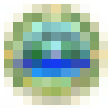
The Planning Section prepares the IAP and maintains many of the files and records that are developed as part of the overall IAP and planning function in compliance with NIMS. The Planning Section will collect, process, and organize ongoing situation information; prepare situation summaries; and develop projections and forecasts of future events related to the incident. The Situation Unit also prepares maps and gathers and disseminates information and intelligence for use in the IAP. This unit may also require the expertise of technical specialists and operations and information security specialists.

### **Information Documentation**

The Planning Section will maintain accurate and complete incident files, including a complete record of the major steps taken to resolve the incident; resolutions and executive orders, emergency declarations, IAP and Situation Reports, missions and resource tracking documents and logs, media releases, and all other incident related data. Files will be maintained and stored for legal, analytical, and historical purposes.

### **Demobilization**

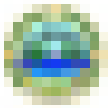
The Planning Section develops the Demobilization Plan that includes specific instructions for all personnel and resources that will require demobilization. This unit should begin its work early in the incident, creating rosters of personnel and resources and obtaining any missing information as check-in proceeds. Once the Demobilization Plan has been approved, it is distributed to appropriate response and recovery personnel in the EOC and at remote locations.



**Responsibilities of the Town Clerk Acting as the Information & Planning Section Chief**

The Town Clerk is assigned to staff the Planning Section Chief position. The Planning Section Chief will conduct the following tasks:

- Develop Incident Action Reports development during each incident period,
- Maintain status boards within the EOC,
- Monitor Conference Calls and disseminate information to emergency responders as necessary,
- Maintain message system and operational logs,
- Log and distribute information provided by the Miami-Dade County EOC, the State EOC, neighboring jurisdictions, as well as other activated response or recovery locations throughout the Town EOC,
- Develop regular situation reports summarizing the impacts of the event, the Town's response and recovery operations and the open and completed missions and transmit to the Divisional EOC,
- Compile information regarding rapid impact assessment, preliminary damage assessment, and damage assessment data,
- Coordinate with Operations Section Chief in advance of operational briefings and document reports from Section Chiefs,
- Collect, evaluate, and disseminate incident information and resources situation status,
- Prepare the Incident Status Summary Form (ICS Form 209),
- Maintain accurate, up-to-date incident files: forms, reports, emergency declarations, press releases, and all other official documents. Incident files will be stored for post-incident use.

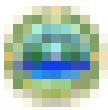


### **Responsibilities of the Damage Assessment Team Managing Damage Assessment Process**

- Conduct damage assessments immediately following a disaster after Police and Fire have completed their “life-safety” process,
- Determine the impacts on individuals and private businesses (Individual Assistance) and eligible facilities (Public Assistance),
- Provide an estimate of the type and the extent of damages, following FEMA protocols,
- Complete appropriate FEMA damage assessment forms for each type of assistance,
- Determine estimated cost of damage to the town following the federal guidelines,
- Verify and report that the damage is beyond local response capability,
- Review all work product for consistency with FEMA requirements and ensure quality control procedures are followed

### **Responsibilities of the Information Technology Specialist**

- Coordinate with Planning and PIO for information to update the Town’s website with recovery information such as PODs, Situation Reports, locations of Disaster Recovery Centers, important numbers, closures,
- Provide network maintenance, including coordinating and setting access security, setting up and managing data replication and data transformation activities, documenting system configuration, excluding HTE and Police Department,
- Responsible for analyzing, and modifying computer systems, as needed, excluding HTE and Police Department,
- Restore IT systems processing capabilities to normal operations at the primary location or the new location,
- Make certain coordination with other public and private organizations is conducted, as it relates to the Town's internal network,
- Responsible for the coordination and support of all network, telephone, copier, and fax technology, excluding HTE and Police Department,
- Provide technical support to the Town staff; and insure compliance with network, procedures, and standards.



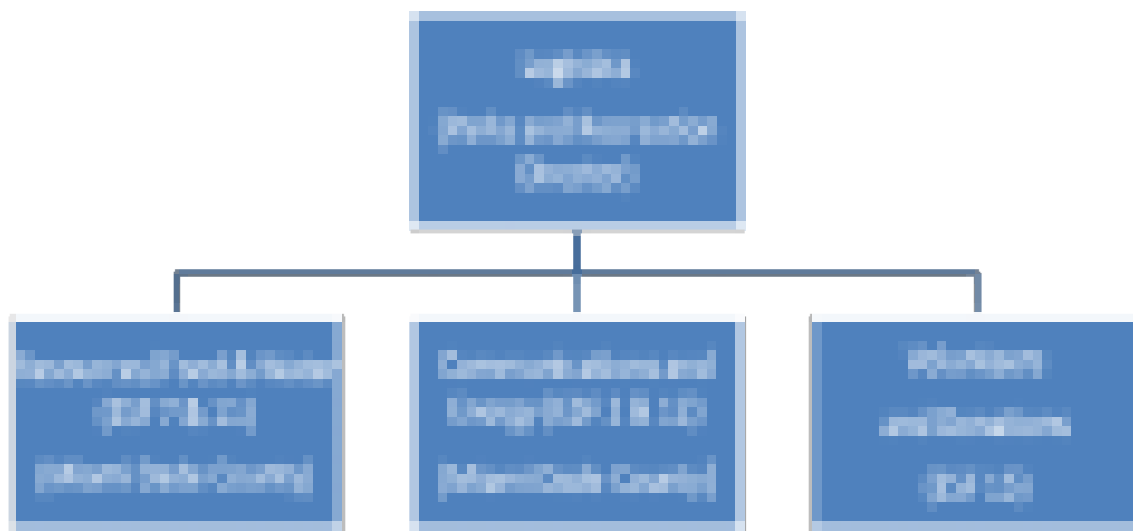
## LOGISTICS

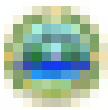
The Logistics Section coordinates and supports the Town resource management process that coordinates the procurement of goods and services, and directs the deployment of emergency resources. The Logistics Section Chief reports to Command. The Logistics Section contains the following Emergency Support Functions: Transportation (ESF 1), Communications (ESF 2), Resource Support (ESF 7), Food and Water (ESF 11), Energy (ESF 12), Volunteers and Donations (ESF 15), and Business & industry (ESF 19). Due to the lack of municipal staffing, each of these ESFs may not be staffed individually but coordinated centrally by the Logistics Section Chief. As conditions warrant, the Logistics Section Chief may determine to augment staffing in each of the ESFs.

The mission of the Logistics Section is to coordinate and support the resource management process that plans, implements, and controls the efficient, effective flow of goods, services, and related information from the point of origin to the point of consumption. It acts as an agent on behalf of other municipal agencies for pre-event and operational sourcing, contracting, procurement, receipt, storage, handling, security, accountability, inventory, deployment, issue and distribution, recovery reutilization and disposition, of expendable and non-expendable resources and services in support of emergency management operations. Effective logistics management makes certain that all functions are executed in a unified manner in order to reduce costs, ensure appropriate support actions, and decrease delivery time.

The Logistics Section also coordinates pre-event facility selection and building services of temporary response and recovery sites including staging areas, Disaster Recovery sites, warehousing operations, Points of Distribution and other locations as needed.

The Logistics Section may obtain resources for internal supplies, contractor resources, private vendors, local mutual aid, or through the Statewide Mutual Aid Agreement which is coordinated through the County Emergency Operations Center.



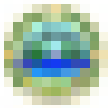


### Responsibilities of the Parks & Recreation Director acting as Logistics Section Chief

- Maintain municipal equipment, facilities and supplies,
- Monitor resource status during response and recovery operations,
- Identify resource shortfalls in coordination with Operations Branch,
- Provide management and oversight of the following functions: resources, communications, and energy,
- Identify additional personnel to staff emergency response and recovery operations,
- Identify resources to support field response and recovery operations through mutual aid, private vendors, volunteers, or donation resources,
- Support the acquisition and management of resources,
- Document and track all resource requests, staging, and deployments; provide documentation to Finance Section Chief in accordance with financial procedures,
- Coordinate the provision of food and water to all emergency personnel at emergency operating sites,
- Coordinate communication assets from government, volunteer groups, the telecommunications industry, federal and state agencies, and private vendors to meet all response and recovery communication needs,
- Support the rapid restoration of energy system with consideration to priority locations,
- Once local resource capabilities have been exhausted, coordinate mutual aid and private vendor resource needs through the proper resource request procedure and maintain documentation.

### Responsibilities of Police Department Designee acting as Volunteers and Donations Coordinator

- The Police Department's CERT Coordinator will coordinate the utilization of the CERT Team members in disaster response and recovery efforts (pre-response or convergent),
  - The CERT Team will coordinate activities prior to a disaster to help residents prepare for a disaster, i.e., by assisting residents with the installation of hurricane shutters,
  - The CERT Coordinator will assist assignment of volunteers,
- Coordinate with the North Miami Divisional EOC regarding the need for additional volunteers and any required skill sets.



### Responsibilities of Public Works Designee acting as Energy (ESF 12) and Communications (ESF 2) Coordinator

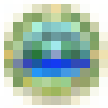
- The Public Works Department will be responsible for securing fuel supplies and coordinating FPL's response to electrical power outages.
- Coordinate with the North Miami Divisional EOC to support the rapid restoration of energy system with consideration to priority locations
- Identify and allocate all local government interim energy sources to support continuation of critical services, governmental restoration efforts, and public buildings.
- Identify personnel who have the technical expertise to acquire and implement alternate emergency communications.
- Coordinate communication assets from government, volunteer groups, and private vendors to meet all response and recovery communications needs.
- Ensure communication is established with other governmental agencies, shelters, feeding sites, points of distribution, staging areas, and other vital recovery sites.

### Fuel Resources

The Town maintains three fuel storage tanks. One tank is capable of holding 2500 gallons of gasoline. The remaining two contain diesel, one of which holds 1000 gallons and the other holds 500 gallons. The Town contracts with Dagam Oil Company for its fuel supplies.

### Responsibilities of Miami Dade Division EOC for Resources (ESF 7) and Food & Water (ESF 11)

The Town of Surfside has no supplies of food or water to distribute to citizens. The Town will coordinate with the North Miami Division Emergency Operations Center for the provision of supplies and will consider augmenting resources through private vendors and donated items as resources permit.



## 6.0 CONCEPT OF OPERATIONS

### 6.1 EVENT RECOGNITION AND PLAN ACTIVATION

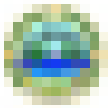
In the State of Florida, the County Warning Point is the central location for the collection and dissemination of warnings and threats which are monitored at various higher levels of government. Following is a listing of threat and hazard monitoring and recognition sites where information is collected and disseminated from listed by hazard:

Hazard	Source of Information
Tropical Storms and Hurricanes	NOAA, National Hurricane Center
Tornado	NOAA, National Weather Service Office
Flooding	NOAA, River Forecast Office / Weather Service Office
Hazardous Materials (fixed)	State Warning Point
Hazardous Materials (transportation)	State Warning Point
Civil Disturbance	Florida Department of Law Enforcement
Terrorism	Federal Bureau of Investigations and the Department of Homeland Security
Epidemics and Biological Agents	Department of Health
Wild land Fires	U.S. Forestry Service

The Miami-Dade County Police Department's Communications Center is designated as the official Warning Point for the Town of Surfside. Notifications of watches, warnings, or the occurrence of significant events will be received at the Warning Point through the Miami-Dade County EOC. Bulletins and advisories from the National Weather Service are received via the Emergency Satellite Communications (ESATCOM), Weather Service Satellite System, E911 System, radio, telephone, municipal Public Safety Answering Points (PSAPs), and the general public. These significant incidents may include but are not limited to the following:

- a. Any incident which may require a substantial evacuation and/or relocation of a given area,
- b. Any event posing a potential threat for a mass casualty incident,
- c. Any weather related watch or warning advisory,
- d. Any formation of tropical weather systems,





- e. Any incident that closely or significantly blocks major roadways within the County,
- f. Any large or multiple structure fire,
- g. Any prolonged shutdown of public utilities,
- h. Any incident where public resources within Miami-Dade County are being deployed out of the County except for emergency services mutual aid,
- i. Any event posing a major environmental threat,
- j. Any potential or actual act of terrorism.

## **6.2 PUBLIC WARNING AND EMERGENCY INSTRUCTION**

In the immediate response phase to localized disaster, the onsite Incident Commander has the authority to direct protective actions including evacuation or in-place sheltering. The on-site Incident Commander will notify the Town Manager of the incident and protective actions taken. The Town Manager may direct the Public Information Officer to warn the public that they are endangered and what actions are to be taken.

In the event of advance warning of a widespread potential threat, the Town Manager, in consultation with key staff, will determine the need for protective actions within the Town and coordinate implementation with the Operations Section Chief and Public Information Officer. In the event that multi-jurisdictional action is required, the Town will coordinate protective action decisions with the impacted jurisdictions and the Miami-Dade County EOC.

## **6.3 INITIAL FIELD RESPONSE ACTIONS**

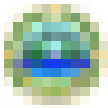
The Incident Command System will be used to manage and coordinate field response operations. The incident may be controlled by local emergency responders or with other agencies through the mutual aid system. If the resources available at the field response level are not sufficient to mitigate the situation, the Incident Commander may request, through appropriate channels, that the EOC be activated to support the field operations.

Response to an incident by single discipline agencies (i.e. fire, law enforcement, EMS) will utilize a single Incident Commander within the ICS structure. As the incident progresses to include multiple jurisdictions and disciplines, a Unified Command (UC) will be used to the extent possible, and as deemed necessary.

During a single discipline response to an incident, the first on-scene emergency responder with management responsibilities will take the necessary steps to establish an Incident Command Post (ICP), report a scene size-up, activate the appropriate ICS organizational elements required for incident management, delegate authority within the ICS organizational structure, and develop incident objectives on which subsequent incident action planning will be based.

## **6.4 ACTIVATION OF THE MUNICIPAL EMERGENCY OPERATIONS CENTER (EOC)**

The Town of Surfside will activate its Emergency Operations Center and its Incident Management Team to respond to the disaster needs of the community. Numerous conditions may warrant activation prior to an event, during an event, or once an incident has already occurred. When an emergency or disaster event threatens the Town and/or the



Miami-Dade County EOC has been activated, the Town Incident Commander will consider the need to activate the Town EOC and the Town's Emergency Operations Plan.

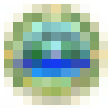
Depending on the magnitude and complexity of the event, for any level of EOC activation, the Town Incident Commander may direct personnel to activate and deploy one or more individuals to the EOC to initiate operations. When determining which elements of the plan to activate, the Town Incident Commander will consider potential resource needs, community impact, and public safety.

Conditions for EOC Activation:

1. Various natural disasters and terrorism threats may provide advance warning either through monitoring systems or through verbal notification. The Town Manager, in coordination with the public safety organizations, will evaluate the advance threat conditions and determine if EOC activation is warranted.
2. Whenever an emergency situation, a special situation, or event in the jurisdiction requires inter-agency coordination for additional resources, the Town Manager may decide to activate the Incident Management Team. The team will ensure that the decision-making process is adequately coordinated.
3. If multiple scenes are developing throughout the jurisdiction, which cannot be adequately coordinated from a single field command post, the Town Manager may activate the Incident Management Team.

When it appears that an incident will escalate beyond the capabilities of the Town's resources, the Town EOC will be activated to provide a coordinated response among all agencies with jurisdictional authority or functional responsibility. These response actions can include:

- Identifying critical resource needs and report them to EOCs and/or multi-agency coordination entities,
- Verifying that the notification of all responding organization was successfully implemented,
- Ensuring full operational capability of the EOC equipment, communication systems, information tracking systems and supplies,
- Verifying rosters, equipment and vendor inventories, procedures are up to date,
- Establishing communication with Miami-Dade County EOC, field command posts, emergency organizations, and other activated emergency facilities,
- Deploying liaison to the Miami-Dade County EOC and other vital response sites such as staging areas,
- Placing additional public and private sector resources and personnel on standby such as, but not limited to, Town personnel, debris management contractors, debris monitors, facility managers with whom the Town may have agreements for emergency lease space, suppliers of food and fuel for emergency workers, vendors with whom the Town has emergency agreements for equipment and supplies such as supplemental office equipment, machinery, generators, and Town Public Works equipment and vehicles,



- Obtaining incident status information, potential impact on persons and property, deployed resources and personnel, damaged infrastructure, and other important information,
- Coordinating information with responding units and the Miami-Dade County EOC,
- Determining the need and implement procedures to declare a State of Emergency and notify the Miami-Dade County EOC,
- Coordinating with the North Miami Divisional EOC for additional resources, if needed, for performing a “rapid impact assessment” to define the impact of the event, prioritize operations and coordinate the information with the Miami-Dade EOC,
- Preparing and distribute an initial “incident action plan” to prioritize and control the Town’s response operations for the initial operational period. Managing response operations through an IAP is a NIMS requirement,
- Ensuring that short-term emergency recovery is coordinated to assist in the transition to full recovery operations.

## 6.5 CLASSIFICATION OF EMERGENCIES AND DISASTERS

According to Florida Statutes 252.35(a), disasters are classified as follows:

- **Minor Disaster:** Any disaster that is likely to be within the response capabilities of local government and results in only minimal need for State or federal assistance
- **Major Disaster:** Any disaster that will likely exceed local capabilities and require a broad range of State and federal assistance. The Federal Emergency Management Agency will be notified and potential federal assistance will be predominantly recovery oriented
- **Catastrophic Disaster:** Any disaster that will require massive State and federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery needs

### 6.5.1 Levels of Municipal EOC Activation

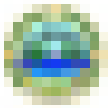
Consistent with the County’s EOC levels of activation, the Town has established three levels of activation:

**Level 3:** General day to day operation with a heightened awareness during hurricane and wildfire seasons.

**Level 2:** Threat identified and some resources are directed toward intelligence gathering. The EOC may be partially activated in expectation of an impending event or in response to an event. The Town’s EOC Incident Commander may determine the operational times and the necessary staff needed at the EOC. This level may also be referred to as a “partial activation”

**Level 1:** This is a full activation and pre-identified staffing will be required in the EOC. The operation is carried out for a full 24 hours. Operational periods are established by the EOC’s Incident Commander.

The Town’s Emergency Operations Center may be activated directly to level 2 or level 1 based upon operational needs. The Town’s EOC may be activated if an incident is not site specific (i.e. pandemic outbreaks), the incident is extremely large and involves multiple ICS



organizations, or there are multiple incidents that are being handled by multiple incident command posts. Further, the plan states that the level of activation will take into consideration the levels of activation of the EOCs of adjacent jurisdictions and that of Miami-Dade County.

## **6.6 OPERATIONS OF THE EOC**

### **Notification and Mobilization for EOC Operations**

Upon a decision to implement the EOP and activate the Town EOC, it will be the responsibility of the Human Resource Department to notify, as indicated by the level of activation, key support staff and the contact individuals from the responding agencies. The agency contact is responsible for notification of all necessary personnel in their agency or organization to ensure 24 hour staffing.

Following notification, the Assistant Chief of Police will mobilize to the Town EOC and initiate operations. In all cases, following activation of the Town EOC and mobilization of personnel, the Miami-Dade County Warning Point will be informed of the activation.

### **6.6.1 Functions of the Municipal EOC**

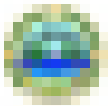
The staff members assigned to their respective ICS Sections within the EOC as described in Section 5.6 (Emergency Responsibilities by position) are responsible for the following functions:

#### **Command**

- Coordinate the receipt, processing and delivery of public information and emergency instructions relevant to the municipality
- Make policy decisions regarding Town wide emergency response and disaster recovery operations,
- Planning and prioritizing Town wide response and recovery operations,
- Assigning a liaison, whenever needed or upon request, to emergency response or disaster recovery facilities activated by Miami-Dade County, the State of Florida or federal agencies for operations affecting the Town.

#### **Operations**

- Coordinate municipal emergency operations with those conducted by adjacent municipalities, Miami-Dade County, the State of Florida and the federal government.
- Maintaining communication and coordination with the North Miami Divisional EOC, if activated, as well as the EOCs of other municipalities, if activated, directing Town agency operations accordingly,
- Directing or supporting any other such operations by or within the Town for emergency response or disaster recovery.
- Monitor and assess an emergency or disaster to anticipate needed response and recovery operations,
- Ensuring that appropriate documentation regarding response and recovery operations is maintained by all Town agencies.



### **Logistics**

- Coordinate and prioritize resource support operations for municipal field units at incident scenes and for disaster victims within the jurisdictions.
- Coordinate the activation, operation, and deactivation of any other emergency facilities established by the municipality. The EOC will also coordinate municipal operations related to emergency facilities activated with the jurisdiction by Miami-Dade County, the State of Florida or the federal government,
- Secure resource support for Town operations at the incident scene from other Town agencies, Miami-Dade County, the State of Florida, federal agencies and/or adjacent jurisdictions.

## **6.6.2 Response Actions in the EOC**

### **Command**

- Identify the point or time when emergency operations will be considered complete, and the demobilization and deactivation process can be initiated,
- Cooperate with the implementation of multi-jurisdiction protective orders including curfews, public health actions, immunizations and others.

### **Operations**

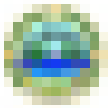
- Coordinate search and rescue operations,
- Receive and process requests for assistance or support from field command staff or other organizational units with the municipal EOC,
- Continue coordination activities with adjacent jurisdictions EOCs and the North Miami Divisional EOC, if activated, including filing of a situation report with the County EOC as requested,
- Implement anticipated and preplanned response actions, such as emergency debris removal from roadways (refer to Debris Management Plan for further detail), providing public information, establishing security for damaged or evacuated neighborhoods.

### **Planning**

- Continue development of the IAP on the schedule established at the beginning of the emergency response period,
- Provide for municipal representation to the joint preliminary damage assessment process which is conducted cooperatively by county, state and federal damage assessment teams following a major disaster.
- Maintain a continuing process of information exchange regarding the event, its impacts, and the status of response organizations,
- Maintain continuing flow of accurate, consistent and timely public information.

### **Logistics**

- Conduct resource management activities in accordance with the resource management annex to the plan,



## **Finance**

- Document ongoing operations, personnel time, and expenditures in accordance with the procedures giving in financial management annex or the plan

### **6.6.3 Emergency Supplies**

The Town Logistics Branch in coordination with Miami-Dade County ESF 6, ESF11, and ESF 15 are responsible for the delivery and provision of supplies and services (food, water, shelter, and clothing) to residents. The Town of Surfside EOC will support these efforts by identifying volunteers and donations from area businesses to meet the needs of the residents. The American Red Cross conducts door-to-door assessments of the areas affected by the event identifying residents' unmet needs. Other unmet needs reported to Town EOC or law enforcement should be tracked and forwarded to ESF 6 and the American Red Cross. The process to meet the identified needs is first to meet the basics of food, shelter, and clothing. The other needs are evaluated as to fairness, ability to provide service to all who need it, cost, alternative means to meet need, and so forth. Life-safety issues always take precedence.

### **6.6.4 Locations of Municipal Primary and Alternate EOCs**

- The primary Emergency Operations Center is located in the Town of Surfside Town Hall Building, 9293 Harding Avenue, Surfside, FL 33154
- The secondary EOC is located at the North Miami Divisional EOC.
- The development of a more permanent EOC is planned in the future.

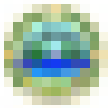
## **6.7 EMERGENCY FACILITIES**

### **6.7.1 Points of Distribution**

The Town will utilize the Miami-Dade County, Point of Distribution (POD) The PODs will provide life sustaining emergency relief supplies to the residents of Surfside impacted by a major disaster, widespread utility outages, or other critical incident. The PODs will be established by Miami Dade County and the County will provide personnel and resources to maintain them throughout the disaster event. Hours of operation will be determined by the County. The PODs and all emergency response operations will be managed in compliance with Miami-Dade County standards and the National Incident Management System. Historically, the County has designated Haulover Park, but this location is subject to change at the discretion of the county. The Logistics Section Chief will coordinate identification of suitable locations with the Divisional EOC. Dissemination of information regarding PODs will include a combination of County media releases, the Town's Cable Channel 77, the Town's website, and hotline number. (See Section 5.2.6)

## **6.8 Public Information During and After Emergencies**

The ESF 14 staff is located in the Town's EOC and will disseminate information to the media and the public on response and recovery actions taken by the Town's Emergency Management Team. ESF 14 provides the media with an overview of the emergency situation at the Town level, and expects the media's interest in the event to be consistent with, or exceed, citizens' needs. Should the scope of information that must be provided to the media exceed the resources of the Town, the PIO will coordinate and request assistance



from the Joint Information Center (JIC) of the Miami-Dade County EOC. All Town of Surfside emergency and disaster-related information will be disseminated through ESF 14 at the Town's EOC, and will also be provided to the County JIC.

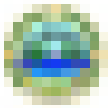
The Town's ESF 14 will provide updates and briefings to the media on a regular basis and/or schedule press conferences as deemed necessary. Updates will also be broadcast on the Town's Cable Channel 77 and posted on the Town's website. The Police Department will also activate a citizen hotline which is (305) 993-1070. All media personnel are required to wear/display official press credentials while present at the EOC. Media access to the EOC Operations room will not be permitted.

## **6.9 Deactivation of Emergency Operations Center**

It is the responsibility of the Incident Commander to authorize downscaling and/or deactivation of the Emergency Operations Center. This decision will be coordinated with the general staff and executive team.

- Personnel will be notified of a reduced activation level or deactivation at the earliest convenient time, but preferably this decision will be incorporated during the Incident Action Planning Process for the next operational period.
- The Operations Section Chief is responsible for notifying all EOC personnel of the change in staffing requirements and operational hours.
- The Operations Section Chief will also notify the field Incident Commanders, County EOC, and neighboring jurisdictions.
- The Finance Section Chief will ensure that all documentation regarding operations, personnel time, and emergency expenditures is complete and obtained by all response personnel.
- The Logistics Section Chief will ensure that all equipment and supplies are demobilized and tracked until they reach their final destination.
- The Planning Section Chief will ensure that all documentation has been stored, that all tracking documents and databases are properly duplicated and stored, and that an after action critique is scheduled, conducted, and an after action report is prepared.
- The Incident Commander should evaluate the need for incident stress debriefing for all personnel and coordinate with the Miami-Dade County EOC for CISD counseling services.





## 7.0 RECOVERY

### 7.1 RECOVERY OPERATIONS OVERVIEW

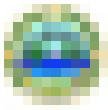
The Town of Surfside is dedicated to returning the community to pre-disaster conditions. The Town will coordinate and cooperate with County, State and Federal agencies to obtain the necessary support to implement mitigation measures to protect and preserve the lives of residents and property of the Town. This recovery phase occurs simultaneously with the response phase. As first responders are engaged in life safety missions, the recovery staff are planning for short-term and long-term recovery activities. Once the life threatening response activities have been completed and the threat to the Town has diminished then recovery activities become the primary focus of emergency management.

The Town's Incident Management Team will coordinate recovery and disaster assistance efforts within the Town, and is responsible for gathering the assessed needs of the community, and coordinating with other agencies and organizations to meet those needs. The Town Manager is the point of contact for the beginning of the recovery process for County, State and Federal agencies. The PIO will provide recovery information to the public via media releases (sent to print and broadcast media, i.e., newspapers, radio, and television) and press conferences coordinated with the County Joint Information Center. Information will also be made available for posting on or at the Town, County, and American Red Cross web sites, the Disaster Recovery Centers, community bulletin boards, community forums, and town meetings.

Recovery operations consist of short-term and long-term recovery activities. While recovery actions begin during the response phase, it is difficult to evaluate when the recovery phase is complete. Activities which may be in the short-term recovery period are:

- FEMA required Damage Assessment
- Emergency Debris Removal which opens one lane of traffic for all roads
- Restoration of utility services including power, water, and sewer services
- Restoration of critical infrastructure and critical facilities
- Re-supply of fuel
- Installation of emergency generators at critical facilities
- In coordination with the County EOC, identify facilities which may be utilized for response and recovery operations such as Disaster Recovery Centers, storage sites, temporary housing sites, Points of Distribution, etc.
- Evaluate the need for long-term housing within the community and coordinate with county, state, and federal officials to meet victim housing needs
- Evaluate critical infrastructure and structures which may be eligible for hazard mitigation funding
- Evaluate unmet needs among the victims in the community,
- Support outreach efforts to publicize the availability of federal disaster funding including Individual Assistance and SBA loans

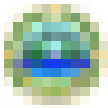




## 7.2 PRELIMINARY DAMAGE ASSESSMENT

- The agencies responsible for preliminary damage assessment are Florida Power and Light, Miami-Dade County Traffic Engineering, Miami-Dade County Water and Sewer, Miami-Dade County Fire Department, the Town of Surfside Public Works Division, and the Town of Surfside Parks and Recreation Department. All preliminary damage assessments are coordinated through the Town EOC and County EOC.
- The Planning Section Chief is responsible for the overall coordination of the assessment and gathering of information related to public infrastructure for presentation to the Miami-Dade County EOC.
- Miami-Dade County is responsible for the assessment of county roadways, including downed traffic signals, stop signs, and damaged sidewalks, sewage collection system, pumping facilities, and lift-stations.
- The Public Works Department is responsible for the assessment of Town-owned infrastructure such as storm drainage and irrigation systems, Town vehicles and special equipment, and culverts or ditches that have suffered erosion or collapse.
- The Town Building Division is responsible for assessing habitability of affected structures.
- The Town is responsible for the assessment of Town streets, storm drainage, irrigation systems, parks and recreational facilities, and debris clearance within Town limits, and coordinating all activities with the EOC.
- Florida Power and Light is responsible for the assessment of their electrical utilities and coordinating activities within the Town of Surfside.
- The Town of Surfside Police Department is responsible for public safety, security issues, and coordinating activities with the Town EOC.

As the data is collected, the State representative will evaluate data to determine if the County qualifies for a Presidential Declaration and if the County is eligible for Individual Assistance (IA), Public Assistance (PA), or both. The Town of Surfside and others will coordinate through conference calls to determine the status of the County's IA damage assessment. The Town will submit estimates as soon as possible. As available, it is in the interest of the Town to cross check damage assessment findings with those of the American Red Cross. This will allow for the identification of unknown damaged areas and families in need of life safety assistance. The methods used to evaluate the economic impact of an event will be focused on damages to buildings, road closures, telephone systems, sewage system, electric system, businesses affected and employees displaced.



## 7.3 LONG-TERM RECOVERY OPERATIONS

The goal of long-term recovery is to restore the Town to pre-disaster conditions which may extend for months or years based upon the severity and magnitude of the disaster. Generally, the immediate recovery period will be conducted from the EOC. Long-term recovery will be coordinated by the Town Manager with support from each department head with major roles and responsibilities in the recovery process. The Town may consider a number of planning, engineering, and economic development solutions to address long-term recovery needs. This may include the imposition of building moratoriums for substantially damaged structures, business and economic stimulation policies, and others.

The methods used to provide recovery information to the public are media releases and press conferences (to television, radio and newspaper) release through the County Joint Information Center, Town, County and American Red Cross web sites, the Disaster Recovery Centers, community bulletin boards, community forums and town meetings. The Town will not offer disaster assistance program in the aftermath of events that do not receive presidential or gubernatorial declarations.

### 7.3.1 Public Assistance

Upon receiving a Public Assistance Declaration, the Town will coordinate with a contractor that has been pre-selected through a competitive bid to manage the grant applications in accordance to the requirements established under the Stafford Act. The Director of Public Works, or designee, will coordinate with the contractor for public assistance requests for the Town.

The Town has pre-identified potential mitigation projects through the Local Mitigation Strategy (LMS) Committee. The notification system for applicants for funding availability is through the LMS meetings.

### 7.3.2 Debris Management

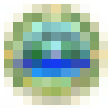
The Logistics Section Branch will activate the emergency debris removal contractor and the debris monitoring contractor which are responsible for emergency debris monitoring and removal and long-term debris management. The Town has identified a debris contractor for long-term debris management, depending on the volume. A separate contractor has been selected by the town to coordinate with the Federal and State agencies to ensure proper records are kept, and disposal practices are completed in an environmentally sound and safe manner. The Finance Section will liaise with this contractor with regard to proper retention of these records for reimbursement.

### 7.3.3 Community Relations

The Town of Surfside Public Information Officer will serve as the Town's Community Relations Officer. Support agencies for community relations are the EOC, American Red Cross, and the Miami-Dade County Public Information Officer.

#### KEY PRIORITIES OF MEDIA RELEASES:

1. PROTECTION OF LIFE
2. SAFETY OF RESIDENTS
3. PROTECTION OF PROPERTY
4. GENERAL INFORMATION



The Public Information Officer is responsible for preparing and disseminating press releases, and conducting media events to inform the public of what actions local government is taking, as well as maintaining a list of contacts for the media, local public officials, and community leaders.

In the aftermath of an event, the Town's PIO will coordinate with the Miami-Dade County Joint Information Center to develop information for the community outreach programs providing critical victim assistance and recovery information. If necessary, the Town can generate maps based on census data, flood plains, and so forth. If special information is required, such as pamphlets in a different language, or town meetings, these activities will be coordinated with community leaders, public officials, and through the Joint Information Center.

#### **7.3.4 Unmet Needs Coordination**

The Miami-Dade County Emergency Operations Center is responsible for coordinating the response to unmet needs. The Town will evaluate unmet needs among the victims in the community through door to door neighborhood canvass, information received through the emergency hotline, and/or CERT, and relay information to the Divisional EOC.

#### **7.3.5 Disaster Recovery Center (DRC) and Operations**

The Operations Section Chief is responsible for coordinating with the County and State to determine if a DRC is required. If the DRC is required, the Logistics Section Chief and State will identify the location, agencies to participate, and any other logistical needs of the DRC. The State Division of Emergency Management usually informs the County of any events which warrant the opening of the DRC. The County, Town, and the State will then identify a location close to or centrally located to the affected areas. Local agencies that may be requested to participate in the DRC are the American Red Cross, law enforcement, Building Inspections, Health Department, Animal Control, utilities departments, and Salvation Army. Others that would participate include State and Federal agencies. During the DRC operations, members will be contacted by telephone or e-mail. The DRC will be open several days after an event has occurred and after communications are repaired and functioning.

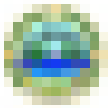
#### **7.3.6 Post Disaster Redevelopment Plan**

Objective 7 of the Town's Comprehensive Plan states that the Town shall prepare and adopt a post disaster redevelopment plan by 2012 which will reduce the exposure of life and property to disasters. Pursuant to the policy statements within this objective, elements of this plan will contain, but not be limited to the following:

- Emergency repairs related to environmental damage;
- Restoring economic vitality;
- Evaluating need for building moratoriums;
- Identifying hazard mitigation opportunities;
- Evaluating and revising land use policies, the EOP, or other plans.

#### **7.3.7 Local Mitigation Strategy**

As is appropriate, the Town may in the future identify potential mitigation projects and submit them to the Local Mitigation Strategy (LMS) Committee. The County will notify the cities of the availability of funding through the LMS meetings, and email notices. Notice of applicants briefing meeting will be issued by the State and FEMA.



## **8.0 COMMUNICATIONS**

### **8.1 AVAILABLE COMMUNICATIONS SYSTEMS**

The Town has voice telephone lines. The phones are located at the Town Hall which functions as the Emergency Operations Center. There is no redundancy to these BellSouth operated telephone lines; the Town maintains fax lines with no redundancy. The Town also has the following communications systems: Approximately forty-five (45) 800 MHz radios, Miami-Dade Police Department's 911, Repeater on the Florida Medical Center building, Base station at the Public Works building, Cable/Comcast Internet connectivity with no redundancy, and a Radio Communications Converter. The Police Chief and the Fire Chief have access to the County 800 MHz radio system. A representative will be in the Emergency Operations Center whenever it is activated to provide ongoing communications with the Miami-Dade Police Department.

If the Town implements field operations, the method of dispatching and communicating with emergency workers should be noted. In addition, the communications capabilities available for the Town EOC and any other pre-designated emergency facility should be defined. Any highly detailed information, e.g., equipment inventories, system diagrams, etc., should be referenced and included as an Appendix.

### **8.2 COORDINATION WITH MIAMI-DADE COUNTY AND THE STATE OF FLORIDA**

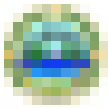
#### **8.2.1 Coordination with Miami-Dade County**

The Town understands the vital importance of maintaining clear communications with the County before, during, and after a disaster event. Because Miami-Dade Police Department provides emergency dispatch services for law enforcement and fire rescue services county-wide, the County will be notified of most emergencies routinely. It will be the responsibility of the first responders through the dispatch center to notify the Assistant Chief of Police of unusual events requiring mutual aid. The Town will notify the County Warning Point of emergencies in the Town and especially if the Town has an event that requires it to activate its emergency plan and emergency organization.

The Town will maintain a liaison in the North Miami Divisional EOC when it is activated for an emergency involving the Town, and information flow between the Town EOC and the liaison will occur. All requests by the Town for resources from higher levels of government will be routed through the Divisional EOC. The Town will participate in other inter-jurisdictional coordination efforts by the County, e.g., telephone conference calls, etc. In addition, if the County establishes other facilities for inter-jurisdictional coordination of operations, such as a Joint Information Center, this text will commit the Town to participate, if involved in the operation and as feasible depending on resources.

#### **8.2.2 Coordination with the State of Florida and Federal Agencies**

The Town EOC will coordinate all initial communications with higher levels of government through the County EOC until such time as direct communications must occur. Direct communications with FEMA may occur during the joint damage assessment process, with community outreach team members within the Town, and once the Town becomes engaged in the financial reimbursement process. At this time, the Town will coordinate directly with the state and federal recovery agencies.



## 9.0 POLICIES AND PROTOCOLS

### 9.1 POLICIES

#### 9.1.1 Plan Use for Coordination of Response of Agencies to all Types of Emergencies

Upon activation, this EOP will be the sole document controlling and guiding all Town emergency operations. All procedures, implementation guides, checklists and similar documents utilized by the agencies and organizations assigned duties and responsibilities within the plan will be consistent with and supportive of its policies, protocols and procedures.

#### 9.1.2 Priorities for Emergency Response

During the emergency decision-making process, the unified command team will adhere to the following priority principles in the assignment of resources:

- **Priority 1:** The protection of health and safety of all persons and emergency responders in the Town.
- **Priority 2:** The protection of public property and critical community infrastructure.
- **Priority 3:** The protection of private property and valuable environmental characteristics of the community.

#### 9.1.3 Use of NIMS and ICS for Management of Emergency Response

The Town of Surfside has adopted NIMS and will apply the ICS operational concepts during all emergency response operations.

#### 9.1.4 Responsibilities of Municipal Employees for Emergency Response

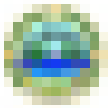
All assigned personnel must report for emergency response duty and then request relief later to attend to personal concerns.

#### 9.1.5 Assistance Provided Without Preferential Treatment

The Town of Surfside will provide emergency services and assistance to all disaster victims within the jurisdiction without discrimination for demographic characteristics or economic status, but rather based solely on the urgency of the victims' needs.

#### 9.1.6 Municipal Resources

The Town of Surfside has limited resources and facilities. During a disaster the use of Town facilities, personnel, equipment, and supplies will be consistent with the policies, protocols and operational concepts defined in this plan. The Town must exhaust all locally available resources prior to requesting emergency assistance from other jurisdictions or higher levels of government. This includes the use of resources available through existing mutual aid agreements and pre-emergency contracts with other organizations. Upon request from Miami-Dade County and/or adjacent jurisdictions, the Town of Surfside may deploy Town-controlled resources and assistance outside of the municipality provided the urgent needs of the Town and its residents have been adequately addressed, and requested resources are no longer needed to support emergency operations within the Town of Surfside.



### **9.1.7 Operations Following Failure of Municipal Continuity of Government**

A catastrophic disaster could severely disrupt the ability to maintain the continuity of municipal government for a period of time. If a disaster event so severely impacts the Town of Surfside, the following municipal officials must make the determination, based upon assessment and recommendations from the Town Manager, that they are unable to maintain minimum continuity of government for a limited period of time:

1. The Mayor as the official chief elected officer;
2. In the absence of the Mayor, the Vice Mayor;
3. In the absence of the Vice Mayor, the Town Commission may determine that the municipal government cannot be sustained for a limited period of time.

Once the determination has been made, the Town may request that Miami-Dade County Board of County Commissioners temporarily assume all local governmental responsibilities in accordance with the laws of the State of Florida. This transfer of responsibility will occur within the designated timeframe only and must be re-evaluated upon termination of the designated timeframe.

In the event Miami-Dade County representatives cannot establish communication with the municipality within 24 hours following a catastrophic event to confirm the continuity of municipal government, the County will assume local governance until requested by the Town to return control to the Mayor or other designated individual(s).

## **9.2 PROTOCOLS**

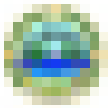
### **9.2.1 Leadership for Management of Municipal Emergency Operations**

Due to the time sensitive constraints of life safety decisions during times of emergencies, it is essential that decision-making authority be clearly defined.

1. In the event that an emergency affects only one political subdivision, it is the responsibility of the Mayor to declare a Local State of Emergency.
2. In the event that life-safety is threatened and the Mayor cannot be immediately located, the Vice Mayor may declare the Local State of Emergency and activate the EOP.
3. This state of emergency must be ratified or rescinded by the Town Commission within 24 hours when it is promulgation by the Mayor. Florida Statute Chapter 252.38 states that to request state assistance or invoke emergency-related mutual-aid assistance, jurisdictions should declare a State of Local Emergency. The duration of each State of Emergency declared locally is limited to 7 days. It may be extended, as necessary, in 7-day increments.

Further, Chapter 252.38, Florida Statutes, and Town of Surfside EOP Adoption Resolution state that under a State of Emergency, the municipality may have the power and authority to waive the procedures and formalities as they related to the following:





- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community,
- b. Entering into contracts,
- c. Incurring obligations,
- d. Employment of permanent and temporary workers,
- e. Utilization of volunteer workers,
- f. Rental of equipment,
- g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities,
- h. Appropriation and expenditure of public funds.

The Miami-Dade County Board of County Commissioners, the Governor of the State of Florida, and the President of the United States may also declare a State of Emergency depending upon the geographic impact of the disaster. These States of Emergency may impact the Town of Surfside. When any of these levels of government declare a State of Emergency, it is recommended that the Town also declare a State of Emergency to legally indicate that the Town is activating its Emergency Operations Plan and employing all emergency powers necessary to protect the safety of its citizens and property.

The Town of Surfside may order a mandatory evacuation when public safety is threatened by a natural, technological, or man-made disaster event within the boundaries of the Town. Miami-Dade County and the State of Florida may also order mandatory evacuations, establish curfews, and activate the Emergency Operations Plan.

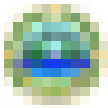
Once the State of Emergency has been declared and the EOP has been activated, the Town Manager, acting as the Incident Commander, may implement all policies and procedures detailed in this plan. The Town Manager will direct activation of the Town's EOC, and its subsequent operations, and will approve the incident action plans for the Town.

Members of the Town Commission will have an advisory role to the Town Manager, and will serve as community liaisons.

The Town's on-scene incident command staff will have responsibility for management and supervision of all onsite operations, in accordance with the approved incident action plan.

### **9.2.2 Chain of Command for Municipal Emergency Operations**

In accordance with NIMS, the Incident Commander of the Town of Surfside at the Emergency Operations Center is in command and control of all operational activities associated with the disaster. On-scene incident command staff at any field disaster site, such as staging area or POD, is under the direct command of the Incident Commander at the Emergency Operations Center. On-scene incident command staff will direct on-site operations in accordance with NIMS and the incident action plan approved by the Incident Commander at the EOC.



### 9.2.3 Lines of Succession for Municipal Positions

The purpose of lines of succession is to ensure continuity of decision-making authority when critical decision-makers are incapacitated. The administration of the Town of Surfside is managed by a few critical decision-makers. Following is the line of succession for the Incident Command in the Emergency Operations Center which is responsible for implementation of the Emergency Operations Plan:



If none of these individuals is capable of assuming command, the Miami-Dade County Board of County Commissioners may temporarily assume local governmental responsibilities in accordance with the laws of the State of Florida. This transfer of responsibility will occur within the designated timeframe only and must be re-evaluated upon termination of the designated timeframe.

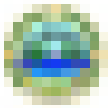
### 9.2.4 Coordination and Cooperation with Miami-Dade County

In accordance with NIMS and Florida Statute Chapter 252, the Town of Surfside will coordinate emergency operations with the Miami-Dade County Emergency Operations Center and neighboring jurisdictions as necessary. While personnel resources with the Town of Surfside are limited, it is the goal of the Town to provide a liaison to the North Miami Division Emergency Operations Center to ensure that decisions are coordinated.

### 9.2.5 County Control of Emergency Operations within the Municipality

The Town has an agreement with the Miami-Dade County Fire Department to provide fire, emergency medical services, EMS transport, and search and rescue operations during a large-scale disaster. The Town has established an Incident Management Team at the Emergency Operations Center consisting of key representatives for the primary response organizations and contractors who support emergency operations. This team will manage and coordinate all on-scene emergency operations necessary for the Town.





## 10.0 AUTHORITIES AND REFERENCES

### **Local**

Town of Surfside, Ordinance Number {TBD}, Local State of Emergency  
Town of Surfside, Ordinance Number 06-1467, Purchasing Procedures  
Town of Surfside, Resolution 2004-1665, Statewide Mutual Aid Agreement  
Town of Surfside, Resolution 2005-1700, Adoption of NIMS

### **Florida Statutes (F.S.)**

Chapter 22, Emergency Continuity of Government  
Chapter 23, Florida Mutual Aid Act  
Chapter 30, Sheriffs  
Chapter 154, Public Health Facilities  
Chapter 166, Municipalities  
Chapter 252, Emergency Management  
Chapter 381, Public Health  
Chapter 403, Environmental Control  
Chapter 406, Medical Examiners  
Chapter 768, Good Samaritan Act  
Chapter 870, Riots, Affrays, Routs, and Unlawful Assemblies

### **Florida Administrative Code (FAC)**

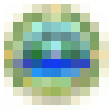
9G-2, State Comprehensive Emergency Management Plan, DCA  
9G-5, Local Disaster Preparedness Agencies Approval of Local Director, DCA  
9G-6, Review of Local Emergency Management Plans, DCA  
9G-14, Hazardous Materials, DCA  
9G-22, Local Mitigation Strategy  
9J-5, Comprehensive Plan  
Florida State Executive Order No. 80-29, Disaster Preparedness, April 14, 1980

### **Federal**

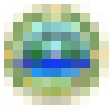
Public Law 81-920, Federal Civil Defense Act of 1950  
Public Law 84-99, Flood Emergencies  
Public Law 89-665, National Historic Preservation Act  
Public Law 93-288, Disaster Relief Act  
Public Law 93-234, Flood Disaster Protection Act of 1973  
Public Law 95-510, Comprehensive Environmental Response, Compensation and Liability Act of 1980  
Public Law 100-707, The Robert T. Stafford Act  
Public Law 104-321, Emergency Management Assistance Compact  
44, Code of Federal Regulations, The National Flood Insurance Program  
Executive Order 12148, Federal Emergency Management  
Homeland Security Presidential Directive 5, National Incident Management System  
Homeland Security Presidential Directive 8, Domestic Preparedness

### **Other**

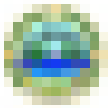
Florida Emergency Mutual Assistance Compact, 1996



**Sample Local State of Emergency Declaration**



**Town of Surfside EOP Adoption Resolution**



## 11.0 DEFINITIONS AND ACRONYMS

### 11.1 DEFINITIONS

**Area Command (Unified Area Command):** An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

**Assignments:** Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

**Branch:** The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

**Chain of Command:** A series of command, control, executive, or management positions in hierarchical order of authority.

**Chief:** The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

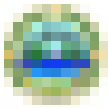
**Command Staff:** In an incident management organization, the Command Staff consists of the Incident Commander and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander.

**Operations Chief:** A division is located within the ICS organization between the branch and resources in the Operations Section.

**Emergency Operations Centers (EOCs):** The physical location at which the coordination of information and resources to support disasters. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, Town, tribal), or some combination thereof.

**Emergency management plan:** The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

**Function:** Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when



describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

**Incident Action Plan (IAP):** An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

**Incident Command Post (ICP):** The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

**Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

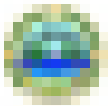
**Incident Management Team (IMT):** The IC and appropriate Command and General Staff personnel assigned to an incident.

**Joint Information Center (JIC):** A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

**Joint Information System (JIS):** Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

**Logistics:** Providing resources and other services to support incident management.

**Logistics Section:** The section responsible for providing facilities, services, and material support for the incident.



**Mitigation:** The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

**Multi-agency Coordination Entity:** A multi-agency coordination entity functions within a broader Multi-agency Coordination System. It may establish the priorities among incidents and associated resource allocations, deconflict agency policies, and provide strategic guidance and direction to support incident management activities.

**Multi-agency Coordination Systems:** Multi-agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of Multi-agency Coordination Systems include facilities, equipment, emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

**Multi-jurisdictional Incident:** An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

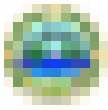
**Mutual-Aid Agreement:** Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.

**Operational Period:** The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

**Operations Section:** The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

**Personnel Accountability:** The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

**Planning Section:** Responsible for the collection, evaluation, and dissemination of operational information related to the incident and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.



**Public Information Officer:** A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

**Reception Area:** This refers to a location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAPs, supplies and equipment, feeding, and bed down.

**Recovery:** The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

**Recovery Plan:** A plan developed by a State, local, or tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

**Resources Unit:** Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

**Section:** The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident Command.

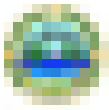
**Span of Control:** The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

**Staging Area:** Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

**Strike Team:** A set number of resources of the same kind and type that have an established minimum number of personnel.

**Task Force:** Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

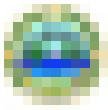
**Unified Command:** An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross-political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.



**Unit:** The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

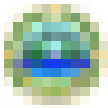
**Unity of Command:** The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.





## 11.2 ACRONYMS

CEMP	Comprehensive Emergency Management Plan
EMAC	Emergency Management Assistance Compact
EOC	Emergency Operations Center
DRC	Disaster Recovery Center
EOP	Emergency Operations Plan
ESF	Emergency Support Function
FDLE	Florida Department of Law Enforcement
FEMA	Federal Emergency Management Agency
FOG	Field Operations Guide
GIS	Geographic Information System
HAZMAT	Hazardous Material
IAP	Incident Action Plan
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IC or UC	Incident Command or Unified Command
IMT	Incident Management Team
JIC	Joint Information Center
JIS	Joint Information System
NBHD	North Miami-Dade Hospital District
NDMS	National Disaster Medical System
NGO	Nongovernmental Organization
NIMS	National Incident Management System
NRF	National Response Framework
PIO	Public Information Officer
POD	Point of Distribution
SITREP	Situation Report
SO	Safety Officer
SOP	Standard Operating Procedure
UC	Unified Command
US&R	Urban Search and Rescue



## 12.0 ANNEXES

### 12.1 FINANCIAL MANAGEMENT ANNEX

The purpose of this Annex is to establish guidelines and assign responsibilities for emergency payroll and procurement of goods and services needed by various departments, during a critical incident or disaster, pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes, and pursuant to Town of Surfside Municipal Code of Ordinances, a Declaration of Local State of Emergency may be issued. The methodology will be compliant with Miami Dade County, the State of Florida and the Federal government requirements to facilitate maximum opportunity for federal claim reimbursement.

#### 12.1.1 Responsibility for financial management operations

The Finance and Administrative Section shall be responsible for the financial management operations. It is the responsibility of the Finance and Administrative Section Chief to document and track all disaster related expenditures for the purpose of financial reimbursement. The secondary person responsible for the financial management operations of the Town shall be the Accounting Clerk.

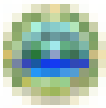
#### 12.1.2 Pre-disaster preparations for financial management

The Town will finance the immediate emergency response and recovery operations required by an event from the available funds within the current budget. In the event that the Town qualifies for a federal disaster declaration which includes public assistance funds, the Town will request post-disaster reimbursement for eligible expenditures.

When a critical incident or disaster strikes, the Town of Surfside will declare a Local State of Emergency and will suspend its purchasing policies and procedures. By the authority of Florida Statute 252.31-91 and local ordinance {TBD} emergency purchasing procedures come into affect. Prudent and sound business practices will be observed to the greatest extent possible during a critical incident or emergency situation.

The Town of Surfside may establish disaster accounts which may be funded to a level approved by the Town Commission. Sub-accounts will be established to reflect the reimbursement categories established by the FEMA Public Assistance program for the following activities:

- a. Debris Removal
- b. Protective measures
- c. Roads and, signs and bridges
- d. Water control facilities
- e. Buildings and Equipment
- f. Public Utilities
- g. Parks, recreation and other



This disaster account may be utilized during critical incidents and disasters by the Town Manager as authorized by the Town Commission. This fund shall be used to cover expenditures that affect departmental operations town wide.

At the beginning of each hurricane season, open purchase orders for emergency procurement will be established by the Finance Director. These purchase orders will be identified specifically with a purchase order prefix designating emergency purchase order.

The Human Resource Director will ensure that, during non-disaster times, staff with emergency management assignments receives information and/or training regarding state and federal requirements for documentation of emergency expenditures and operations. As necessary, following activation of the EOP the Finance and Administrative Section will be responsible for providing any additional information or guidance regarding financial documentation requirements.

### **12.1.3 Financial management procedures**

#### **12.1.3.1 Immediate actions needed for authorization of emergency declaration**

When normal purchasing and contracting rules are suspended, it is incumbent upon the Incident Commander to advise Town employees of the rules that are in effect for emergency purchasing and contracting.

**Cash on Hand:** A check request payable to the Assistant Chief of Police will be prepared in the amount of \$25,000. The Town Manager and Finance Director will sign the request form which will be coded to petty cash #001-0000-102-0000 (a balance sheet account) and logged in on a Petty Cash Audit Control Form. The cash will be stored in 25 envelopes, each containing \$1,000 (subject to the Finance Department Petty Cash Audit Procedures, including Log in Receipt and Record Procedures) and placed in the Police Department Property and Evidence safe. On December 1<sup>st</sup> (post hurricane season) the cash is to be redeposited into the SunTrust operating account for use in a disaster.

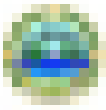
The Town Manager will advise the Town Commission of all Financial Management actions.

#### **12.1.3.2 Methods for Emergency Purchases**

When a disaster strikes, the Operation and Planning Section personnel will determine what supplies or services are needed to immediately address the current incident objectives. The Logistics Section evaluates Town resource inventories to determine if goods are available in Town warehouses or other inventories available to the Town before attempting to purchase the goods from a vendor.

**Purchase Orders:** If the resource is available from approved vendor, a manual or system emergency purchase order will be issued. Manual purchase orders should be converted to system purchase orders when the system is operational. A manual or system emergency purchase order must be *authorized* by the Town Manager before the supplier/vendor/contractor delivers the goods or performs the service as required.

**Credit Cards:** Town-issued store-specific credit cards (i.e. Home Depot or Publix) are controlled and issued by the Town's Finance Department. Cards may be signed out via a log after approval from the Finance Director. A general use credit card is issued to the Town Manager.



Purchasing procedures have been established through Ordinance Number 06-1467. Although typically purchases of \$2,500 or more require a competitive bidding process under normal situations, there are technically no spending limits during emergencies due to the provision of waivers and exemptions in the ordinance. Purchases made under these provisions must be approved by the Town Manager.

Section 3-12 of this ordinance provides authority to the Town Commission to waive the competitive bidding process under certain circumstances. Furthermore, Section 3-13 allows exemptions from bidding for purchases arising out of or because of emergencies in which quick action is necessitated. If the exemptions in this section are invoked, a written determination of the basis for the emergency and for the selection of the particular contractor or vendor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall document the following:

- The contractor's name,
- The amount and type of the contract,
- A listing of the item(s) procured under the contract,
- The identification number of the contract file.

Supplier/Contractor/Vendor must indicate the assigned mission number on their invoice for payment. The mission number will be at a minimum, the mission/assignment number as designated by the Town of Surfside and may also include an additional mission/assignment number for the County and the State.

#### **12.1.3.3 Documentation of Personnel in Emergency Operations**

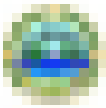
Personnel utilized in Emergency Operations will keep detailed time sheets with their dates, times, and duties performed during Emergency Operations. In addition, the mission number assigned by the Town of Surfside, Miami Dade County EOC, and/or the State will be noted next to each date worked as necessary.

#### **12.1.3.4 Final Disposition of Financial Documentation**

The Town Clerk shall be the person responsible for the final disposition of the documentation gathered under conditions of both Presidentially-declared disasters and non-declared critical incidents and disasters. The final format will be hard-copy documentation with electronic copy back-up and the archives will be stored for a minimum of 3 years from the date of final payment from FEMA, in the Town Clerk's office. The documentation will be provided to Miami Dade County and/or the State of Florida as requested in the format requested within an acceptable and customary time.

## **12.2 RESOURCE MANAGEMENT ANNEX**

The purpose of this annex is to provide guidance and outline procedures for efficiently obtaining, managing, allocating, and monitoring the use of resources during critical incidents or disasters. Pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes of the Town of Surfside Municipal Code of Ordinances, a Declaration of Local State of Emergency may be issued to expedite resource management activities.



Used in support of NIMS, the combination of facilities, equipment, personnel, procedures and communication, resources from local government as well as external agencies and nongovernmental agencies may work together to coordinate the Town's response.

### **12.2.1 Physical resources (expendable and non-expendable resources)**

In order to meet the resources needs of emergency operations, the Town personnel should first exhaust local resource capabilities within existing inventories. Additional supplies and equipment required for emergency operations will generally be available from normal sources of supply. However, some established vendors may not be able to provide needed materials on an emergency basis or may become victims of the emergency situation. Standby sources should be identified in advance and provisions should be made for arranging alternative sources of supply on an urgent need basis.

If all Town resources are exhausted, then the Logistics Section Chief will make a request of the Miami Dade County EOC for the resources. If the County resources are exhausted, the County will make a request to the State for the resources. If the State's resources are exhausted, a request will be made to the Federal government.

#### **12.2.1.1 Resources by municipal agency or municipal contractor**

All municipal Departments are requested to maintain inventories of the personnel, equipment and supplies. The Controller and Accounting Clerk will update the emergency personnel contact information annually. The Human Resources Coordinator and the Recreation Director will maintain a list of town resources and update this list annually.

#### **12.2.1.2 Classification of physical resources**

The Town of Surfside understands that the NIMS classification methodology is still under development. The Town administration is committed to continually monitor the NIMS requirements and implement them as appropriate within the Town. All Town resources, pursuant to the NIMS, are to be classified by kinds and types.

#### **12.2.1.3 Inventories accessed and utilized**

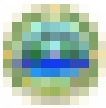
Town of Surfside warehouses and resources will be controlled by the Logistics Section Chief. The Chief shall monitor the inventories, locations and assignments of all inventories and also monitor the deployment of any resources. A checklist to include white boards, magnets, contact information, paper, markers, etc. for each position will be posted in the EOC.

Miami-Dade County is in the process of installing two (2) traffic signal interconnects at 1) 96<sup>th</sup> Street and Collins and 2) 96<sup>th</sup> Street and Harding. The Town has purchased one generator and the Village of Bal Harbour will purchase the second generator. The Town will store the generator in a garage to keep it safe from the elements. The generator will be deployed if a traffic signal malfunctions.

The Code Red Notification System is now available for the Town and its residents. Residents can register their telephone and cell phone numbers with the Town by logging into the Town's website to enter their name, address, and telephone number(s). The information tracked in the Code Red Notification System will be used for emergencies only.

#### **12.2.1.4 Private vendor, mutual aid or volunteer resources**

The protocol to procure additional resources are as follows: activate and direct deployment of additional local resources to the incident site(s); request mutual aid assistance; purchase, rent,



or lease supplies and equipment; obtain donated resources from businesses, individuals, or volunteer groups; and contract for necessary services to support emergency operations.

The following is a list of the Town’s neighboring Mutual Aid Agreements (MAA) and their expiration date.

City	Expiration Date
City of Miami Beach	2010
North Miami	2011
Bal Harbour	2014
Aventura	2011
Village of Indian Creek	2010
Miami Shores	2010
City of Miami	2010
Sunny Isles	2010
Bay Harbour	2010
Coral Gables	2012
School Board	No expiration date

The Town Attorney shall determine the potential liabilities before accepting offers of donations of supplies, equipment or services or committing manpower from individual or volunteer groups to emergency operations.

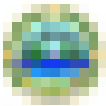
**12.2.1.5 Tracking procedures for all resources**

The Logistics Section Chief is responsible for the management of all resources in support of the current incident objectives. In compliance with the resources management procedures outlined above, the Logistics Section Chief will track resources needs and assign a mission number. The Logistics Section Chief will complete ICS Form which details the following information for resource management purposes including: requesting entity, brief statement of need, originating entity, method of delivery and location of delivery, associated expendable resources, anticipated duration, funding etc. All resources that are the property of the Town of Surfside will be inventoried and identified by their property control number as assigned by the Town. Resources which are processed will be logged onto spreadsheet controlled by the Logistics Section, noting item, deployment, time out and expected return, and any other pertinent information.

**12.2.1.7 Protocols for resources**

In order to ensure the appropriate management and demobilization of personnel, supplies and equipment, the Town of Surfside Logistics Section Chief will work cooperatively with the Planning Section Chief to develop a demobilization plan. The plan shall address the following issues to ensure that the resources are appropriately managed and returned.

The Statewide Mutual Aid Agreement details the requirement associated with general responsibility for payment and/or reimbursement of resources acquired through mutual aid. This agreement was adopted through Town of Surfside Resolution No .2004-1665. The associated resource request forms are attached to this mutual aid agreement.



### **12.2.2 Personnel resources**

All Town departments are required to have emergency personnel assigned in case of critical incidents or disasters. The Incident Commander or his designee will identify and coordinate the placement of Town employees that may be reassigned to temporary emergency duties should a critical incident or disaster impact the Town. If the required skills and/or expertise are not available within existing Town employees, the Incident Commander will approve the temporary workers.

Rosters of personnel working for the Town of Surfside on a daily basis in emergency operations will be maintained by the immediate supervisor of the employee, and copies of that information will be relayed verbally or in writing to the Operations Section Chief at least twice a day. A final hardcopy or electronic copy of the day's roster will be sent to the Operations Section Chief at the beginning of the shift change and at the end of the shift change. All employees must sign-in or check-in with the operations section and their immediate supervisor and receive a mission/assignment number. The Human Resources Director maintains all personnel certifications and NIMS-related training requirements on file in the Human Resources office.

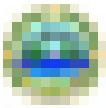
## **12.3 PUBLIC INFORMATION ANNEX**

The PIO is responsible for disseminating public information during emergency response and disaster recovery operations. In the situations where there is advance notice of an impending threat and the County and Town EOCs are activated, then the Town PIO will coordinate all public information releases with the County JIC. In the event, however, of an incident without prior notices (such as a tornado, hazardous materials spill, or terrorist incident) it is the PIOs responsibility to coordinated with the Town Manager and field command staff to support the immediate release of protective actions.

### **The Public Information Officer will:**

- Ensure the operability of all available communication, fax, and information management systems; take corrective actions if necessary
- Consult with the Incident Commander/Town Manager and the Operations Section Chief to determine the need for immediate public protective actions (evacuation or shelter in place) and formulate the emergency instructions or assist the field command staff
- Coordinate with field command staff to warn the public at risk and to give the emergency instruction
- Request assistance from the Miami Dade County Division of Emergency Management to activate the Emergency Alert System
- Provide the emergency warning and instruction to broadcast media outlets serving the Town and request its broadcast if the JIC is not activated
- Coordinate all press releases with the Miami Dade County Joint Information Center to ensure consistent releases
- Coordinate with the Miami Dade County Joint Information Center to develop community outreach information for victim assistance and recovery information
- Obtain the location of evacuee shelters to be opened and disseminate information



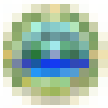


- Coordinate closely with the emergency information hotline to ensure that citizen concerns are being addressed in media releases and on the internet website
- Coordinate with media representatives to schedule press interview with Town officials and elected officials. If the situation warrants, schedule press briefings at regular intervals and notify the Town Manager
- Ensure that all public information is forwarded to the County JIC and that all information released from the County JIC is received at the Town EOC
- Provide public information from the Town and County to requesting parties
- Monitor media broadcasts and publications regarding the Town's response and recovery operations for accuracy; Take corrective actions as needed

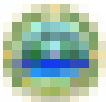
In the recovery phase, prepare public information regarding recovery programs and reentry procedures within the Town.

It is the responsibility of the PIO to ensure that necessary resources, including personnel, equipment, and supplies are available to perform the public information function.



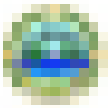


# **Appendix 1: ICS Forms**



### ICS Form 201 – Situation Report

<b>INCIDENT BRIEFING</b>	1. Incident Name	2. Date Prepared	3. Time Prepared
<b>4. Map Sketch</b>			
ICS 201 Page 1 of 4	5. Prepared by (Name and Position)		

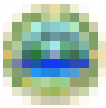


**6. Summary of Current Actions**

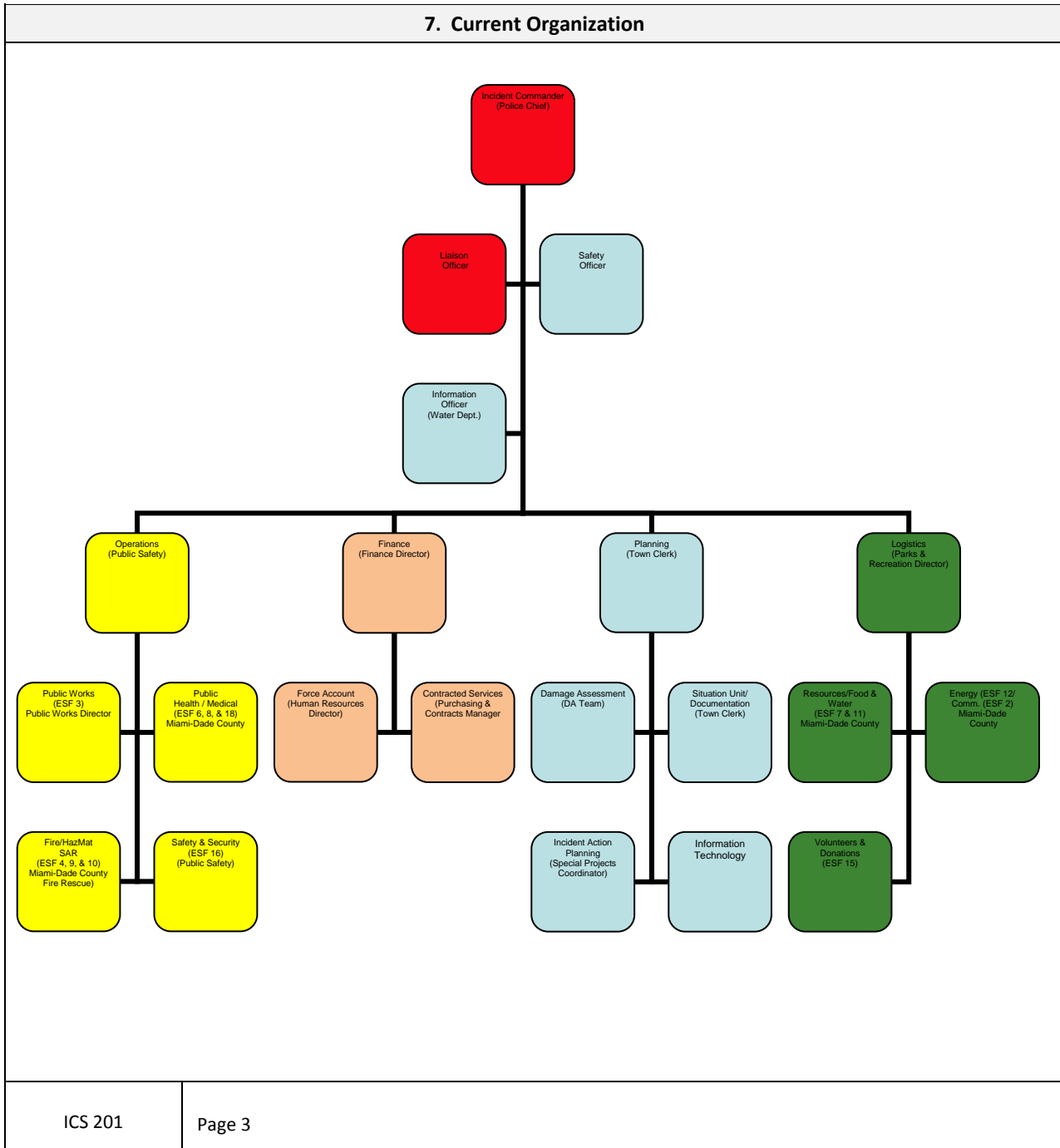
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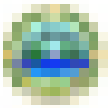
ICS 201

Page 2

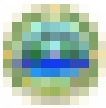


### 7. Current Organization



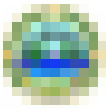


8. Resources Summary				
Resources Ordered	Resource Identification	ETA	On Scene	Location/Assignment
ICS 201	Page 4			



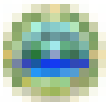
### ICS Form 202 – Incident Action Plan

<b>INCIDENT OBJECTIVES</b>	<b>1. INCIDENT NAME</b>	<b>2. DATE</b>	<b>3. TIME</b>
<b>4. OPERATIONAL PERIOD (DATE/TIME)</b>			
<b>5. GENERAL CONTROL OBJECTIVES FOR THE INCIDENT (INCLUDE ALTERNATIVES)</b>			
<b>6. WEATHER FORECAST FOR OPERATIONAL PERIOD</b>			
<b>7. GENERAL SAFETY MESSAGE</b>			
<b>8. Attachments (☑ if attached)</b> <input type="checkbox"/> Organization List (ICS 203) <input type="checkbox"/> Medical Plan (ICS 206) <input type="checkbox"/> _____ <input type="checkbox"/> Assignment List (ICS 204) <input type="checkbox"/> Incident Map <input type="checkbox"/> _____ <input type="checkbox"/> Communications Plan (ICS 205) <input type="checkbox"/> Traffic Plan <input type="checkbox"/> _____			
<b>9. PREPARED BY (PLANNING SECTION CHIEF)</b>		<b>10. APPROVED BY (INCIDENT COMMANDER)</b>	



### ICS Form 203 – Organizational Assignment List

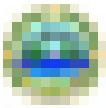
ORGANIZATION ASSIGNMENT LIST		1. INCIDENT NAME	2. DATE PREPARED	3. TIME PREPARED
POSITION	NAME	4. OPERATIONAL PERIOD (DATE/TIME)		
<b>5. INCIDENT COMMAND AND STAFF</b>		<b>9. OPERATIONS SECTION</b>		
INCIDENT COMMANDER		CHIEF		
DEPUTY		DEPUTY		
SAFETY OFFICER		a. BRANCH I- DIVISION/GROUPS		
INFORMATION OFFICER		BRANCH DIRECTOR		
LIAISON OFFICER		DEPUTY		
<b>6. AGENCY REPRESENTATIVES</b>		DIVISION/GROUP		
<b>AGENCY</b>	<b>NAME</b>	DIVISION/ GROUP		
		DIVISION/ GROUP		
		DIVISION/GROUP		
		DIVISION /GROUP		
		b. BRANCH II- DIVISIONS/GROUPS		
		BRANCH DIRECTOR		
		DEPUTY		
		DIVISION/GROUP		
		DIVISION/GROUP		
		DIVISION/GROUP		
		DIVISION/GROUP		
<b>7. PLANNING SECTION</b>				
CHIEF		c. BRANCH III- DIVISIONS/GROUPS		
DEPUTY		BRANCH DIRECTOR		
RESOURCES UNIT		DEPUTY		
SITUATION UNIT		DIVISION/GROUP		
DOCUMENTATION UNIT		DIVISION/GROUP		
DEMOBILIZATION UNIT		DIVISION/GROUP		
TECHNICAL SPECIALISTS				
<b>8. LOGISTICS SECTION</b>				
CHIEF		d. AIR OPERATIONS BRANCH		
DEPUTY		AIR OPERATIONS BR. DIR.		
		AIR TACTICAL GROUP SUP.		
		AIR SUPPORT GROUP SUP.		
		HELICOPTER COORDINATOR		
		AIR TANKER/FIXED WING CRD.		
<b>a. SUPPORT BRANCH</b>				
DIRECTOR		<b>10. FINANCE/ADMINISTRATION SECTION</b>		
SUPPLY UNIT		CHIEF		
FACILITIES UNIT		DEPUTY		
GROUND SUPPORT UNIT		TIME UNIT		
		PROCUREMENT UNIT		
<b>b. SERVICE BRANCH</b>		COMPENSATION/CLAIMS UNIT		
DIRECTOR		COST UNIT		
COMMUNICATIONS UNIT				
MEDICAL UNIT				
FOOD UNIT				
<b>PREPARED BY (RESOURCES UNIT)</b>				



### ICS Form 205 – Communications Plan

<b>INCIDENT RADIO COMMUNICATIONS PLAN</b>		1. Incident Name	2. Date/Time Prepared	3. Operational Period Date/Time	
<b>4. Basic Radio Channel Utilization</b>					
System/Cache	Channel	Function	Frequency/Tone	Assignment	Remarks
5. Prepared by (Communications Unit)					

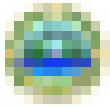




### ICS 206 – Medical Plan

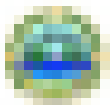
<b>MEDICAL PLAN</b>	1. Incident Name	2. Date Prepared	3. Time Prepared	4. Operational Period						
	<b>5. Incident Medical Aid Station</b>									
Medical Aid Stations		Location			Paramedics Yes No					
<b>6. Transportation</b>										
<b>A. Ambulance Services</b>										
Name		Address		Phone		Paramedics Yes No				
<b>B. Incident Ambulances</b>										
Name		Location			Paramedics Yes No					
<b>7. Hospitals</b>										
Name	Address		Travel Time Air Ground		Phone		Helipad Yes No		Burn Center Yes No	
<b>8. Medical Emergency Procedures</b>										
Prepared by (Medical Unit Leader)						10. Reviewed by (Safety Officer)				

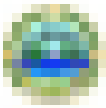




### ICS Form 211 – Check-in Form

INCIDENT CHECK-IN LIST					1. Incident Name					2. Check-In Location (complete all that apply)					3. Date/Time		
Check one: <input type="checkbox"/> Personnel <input type="checkbox"/> Handcrew <input type="checkbox"/> Misc. <input type="checkbox"/> Engines <input type="checkbox"/> Dozers <input type="checkbox"/> Helicopters <input type="checkbox"/> Aircraft										<input type="checkbox"/> Base <input type="checkbox"/> Camp <input type="checkbox"/> Staging Area <input type="checkbox"/> ICP Restat <input type="checkbox"/> Helibase							
Check-In Information																	
4. List Personnel (overhead) by Agency & Name -OR- List equipment by the following format:					5.	6.	7.	8.	9.		10.	11.	12.	13.	14.	15.	16.
Agency	Single	Kind	Type	I.D. No/Name	Order/Request Number	Date/ Time Check-In	Leader's Name	Total No. Personnel	Manifest Yes      No		Crew or Individual's Weight	Home Base	Departure Point	Method of Travel	Incident Assignment	Other Qualifications	Sent to RESTAT Time/Int
Page ____ of ____					17. Prepared by (Name and Position) Use back for remarks or comments												

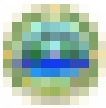




## DEMOBLIZATION CHECKOUT LIST

ICS-221

1. Incident Name / Number		2. Date / Time		3. Demob. No.	
4. Unit / Personnel Released					
5. Transportation Type / No.					
6. Actual Release Date / Time			7. Manifest      Yes    No		
			Number _____		
8. Destination			9. Area / Region / Agency Notified		
_____			Name _____		
			Date _____		
10. Unit Leader Responsible for Collecting Performance Rating					
11. Unit / Personnel		You and your resources have been released subject to sign-off from the following [DEMOB Unit Leader ✓ the appropriate box(es)] :			
<u>Logistics Section</u>					
<input type="checkbox"/>		_____			
<u>Planning Section</u>					
<input type="checkbox"/>		_____			
<u>Finance Section</u>					
<input type="checkbox"/>		_____			
<u>Other</u>					
<input type="checkbox"/>		_____			
<input type="checkbox"/>		_____			
12. Remarks					
ICS Form 221			Instructions on Back		



## INSTRUCTIONS FOR COMPLETING THE DEMOBILIZATION CHECKOUT

Prior to actual demobilization, Planning Section (Demobilization Unit) should check with the Command Staff (Liaison Officer) to determine any agency specific needs related to demobilization and release. If any, add to line Number 11.

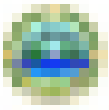
Item Number	Item Title	Instructions
1.	Incident Name/No.	Print Name and/or Number of incident.
2.	Date/Time	Enter Date and Time prepared.
3.	Demob No.	Enter Agency Request Number, Order Number, or Agency Demobilization Number if applicable.
4.	Unit/Personnel Released	Enter appropriate vehicle or Strike Team/Task Force I.D. Number(s) and Leader's name or individual over-head or staff personnel being released.
5.	Transportation Type/No.	Method and vehicle I.D. Number for transportation back to home unit. Enter N/A if own transportation is provided. *Additional specific details should be included in Remarks, block #12.
6.	Actual Release Date/time	To be completed at conclusion of demobilization at time of actual release from incident. Would normally be last item of form to be completed.
7.	Manifest	Mark appropriate box. If yes, enter manifest number. Some agencies require a manifest for air travel.
8.	Destination	Location to which Unit or personnel have been released, i.e., Area, Region, Home base, Airport, Mobilization Center, etc.
9.	Area/Agency/Region Notified	Identify Area, Agency, or Region notified and enter date & time of notification.
10.	Unit Leader Responsible for Collecting Performance Ratings	Self-explanatory. Note, not all agencies require these ratings.
11.	Unit/Personnel	Demobilization Unit Leader will identify with a check in the box to the left of those units requiring check-out. Identified Unit Leaders are to initial to the right to indicate release.  Blank boxes are provided for any additional check (unit requirements as needed), i.e., Safety Officer, Agency Representative, etc.
12.	Remarks	Any additional information pertaining to demobilization or release.





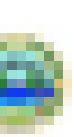


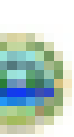




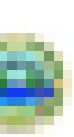
# **Appendix 2: Damage Assessment Forms**

A large, heavily blurred image of a damage assessment form. The form appears to be a grid with multiple columns and rows, likely used for recording damage to various assets. The text and grid lines are illegible due to the blurring.



A large, faded grid table that occupies most of the page. The grid consists of approximately 10 columns and 15 rows. The text within the cells is extremely faint and illegible. The table is bordered by a thick black line on the top and bottom, and thinner lines on the sides.

## Daily Activity Log



**FORM OF INCIDENT  
CALL REPORT**

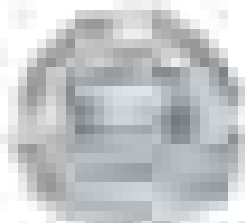
INCIDENT DATE: \_\_\_\_\_ INCIDENT TIME: \_\_\_\_\_  
 INCIDENT LOCATION: \_\_\_\_\_ INCIDENT TYPE: \_\_\_\_\_  
 INCIDENT STATUS: \_\_\_\_\_

OFFICER	INCIDENT DESCRIPTION	STATUS		STATUS	
		START	END	START	END

OFFICER	INCIDENT DESCRIPTION	INCIDENT STATUS	INCIDENT TYPE	STATUS		STATUS	
				START	END	START	END

OFFICER	INCIDENT DESCRIPTION	INCIDENT STATUS	INCIDENT TYPE	INCIDENT TIME	INCIDENT STATUS	
					START	END

INCIDENT DATE: \_\_\_\_\_ INCIDENT TIME: \_\_\_\_\_  
 INCIDENT LOCATION: \_\_\_\_\_ INCIDENT TYPE: \_\_\_\_\_



REPUBLIC OF TURKEY  
MINISTRY OF NATIONAL EDUCATION  
TECHNICAL AND VOCATIONAL EDUCATION  
INSTITUTIONS

TECHNICAL AND VOCATIONAL  
EDUCATION INSTITUTE

TECHNICAL AND VOCATIONAL  
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TECHNICAL AND VOCATIONAL  
EDUCATION INSTITUTE



Applicable Code Provisions:

“Sec. 15-7. Qualifications of special masters; appointment and removal; compensation. Appointments and renewal of appointments of special masters shall be made by the manager, as needed, on the basis of experience, skills and abilities and, whenever possible, shall include persons with legal, zoning, engineering and/or construction experience. Such appointments shall be made for a term of one year and first time appointments shall be submitted to the commission for ratification of the manager's appointments.

- (1) Special masters need not be residents of the town.
- (2) Appointments shall be made for a term of one year. Special masters may be removed, without cause, at the discretion of the manager. Appointments to fill any vacancy shall be for the remainder of the unexpired term.
- (3) Special masters shall not be town employees and shall be compensated in the amount and in the manner determined by the manager.
- (4) If a special master is removed from a case in the event of a conflict of interest, the case may be assigned to another special master.
- (5) If requested by the special master, the town shall provide counsel, other than the town attorney, to the special master. Upon request of the town manager or designee, the town attorney shall assist the town in prosecuting the case. If an appeal is taken, the town attorney shall represent the town at such proceeding.”

**RESOLUTION NO. 2010- \_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING NEWLY APPOINTED SPECIAL MASTERS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside enforces its code, in part, through a special master system; and

**WHEREAS**, pursuant to Resolution No. 2009-1884 the Commission ratified a rotational list of special masters; and

**WHEREAS**, the Town Attorney wishes to update this list to include two highly qualified individuals and the Commission must approve and confirm the appointment of the following special masters; and

**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.**     **Special Masters Appointments Ratified.** The following special masters have been appointed by the Town Manager and are hereby ratified by the Town Commission:

- 1.) Rafael E. Suarez-Rivas, Esq.
- 2.) Jimmy Morales, Esq.

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

**PASSED** and **ADOPTED** on this 12<sup>th</sup> day of January, 2010.

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

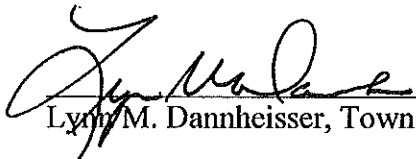
Commissioner Elizabeth Calderon \_\_\_\_\_  
Commissioner Steven Levine \_\_\_\_\_  
Commissioner Howard Weinberg \_\_\_\_\_  
Vice Mayor Marc Imberman \_\_\_\_\_  
Mayor Charles Burkett \_\_\_\_\_

\_\_\_\_\_  
Charles W. Burkett, Mayor

**ATTEST:**

\_\_\_\_\_  
Debra M. 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



**RESOLUTION No. 10 - \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE REAPPROPRIATION OF FUND BALANCE (RESERVES) TO THE IMPROVEMENTS OTHER THAN BUILDINGS FUND; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2009-2010; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the existing lifeguard stand was built by Town staff over 10 years ago and has been repaired over the years but is now deteriorated beyond repair.

**WHEREAS,** the lifeguard stand has become a safety issue to staff and is in need of replacement.

**WHEREAS,** due to the aging and deteriorating lifeguard stand, funds were budgeted in FY 08/09 to replace the existing stand. Subsequently, due to pending budget cuts the project was put on hold. The original project was to be contracted out for replacement.

**WHEREAS** after reviewing the project with the Public Works Director it was determined that the project could be done in- house at a considerable savings. The original approved project was budgeted at \$33,250. The new estimate done in-house is \$18,812. This is a projected savings of over \$14,000.

**WHEREAS,** the project was not budgeted in the 2009-2010 Fiscal Year Budget thereby necessitating a re-appropriation of Fund Balance (reserves) from the Capital Projects Fund Balance Account No. 301-0000-392-0000, Appropriated Fund Balance \$18,812 to Improvements Other than Buildings Account No. 301-4400-539-6310.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION  
OF THE TOWN OF SURFSIDE, FLORIDA,**

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

**Section 2. Authorization to Purchase.** The Town Commission hereby authorizes the Town to construct in-house a lifeguard stand and the Town Manager is authorized to execute any required purchase orders or other required documentation to complete the project.

**Section 3. Budget Amendment.** In accordance with Section 62 of the Town Charter and the budget adopted by Resolution No 09-1903 is amended by re-appropriating the amount of 18,812 from the Capital Project Account Fund Balance Account No. 301-0000-392-000 to Improvements Other than Buildings Account No. 301-4400-539-6310.

**Section 4. Implementation.** The Town Manager and the Town Clerk are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED and ADOPTED** on this \_\_\_\_\_ day of January, 2010.

Resolution No. \_\_\_\_\_

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

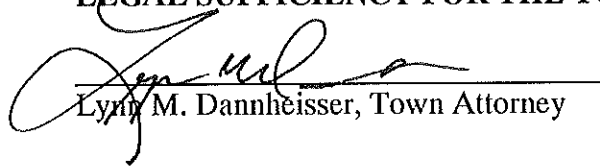
Commissioner Elizabeth Calderon \_\_\_\_\_  
Commissioner Steven Levine \_\_\_\_\_  
Commissioner Howard Weinberg \_\_\_\_\_  
Vice Mayor Marc Imberman \_\_\_\_\_  
Mayor Charles Burkett \_\_\_\_\_

\_\_\_\_\_  
Charles W. Burkett, Mayor

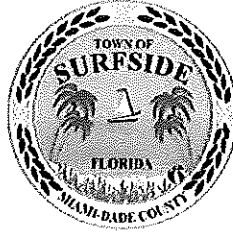
**Attest:**

\_\_\_\_\_  
Debra E. Eastman, MMC  
Town Clerk

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

  
\_\_\_\_\_  
Lynn M. Dannheisser, Town Attorney

Resolution No. \_\_\_\_\_



**Town of Surfside**  
**Commission Communication**

**Agenda Date:** January 12, 2010

**Subject:** Evaluation and Appraisal Report (EAR) Based Comprehensive Plan Amendments

**Background:** Florida Statutes require local governments to adopt an Evaluation and Appraisal Report (EAR) once every seven years assessing progress in implementing their Comprehensive Plan. The EAR identifies how the Plan should be revised to better address community objectives, changing conditions and trends affecting the community and changes in state requirements.

The Town Commission approved transmittal on September 8, 2009 of the EAR-based Comprehensive Plan amendments to the Florida Department of Community Affairs, the South Florida Water Management District, the Florida Department of Transportation, and the South Florida Regional Planning Council and other agencies that review comprehensive plan amendments. The Florida Department of Community Affairs issued its Objections, Comments and Recommendations (ORC) Report on November 20, 2009 based upon its review of the EAR-based Amendments and comments from the reviewing agencies.

**Analysis:** This memorandum summarizes changes made to the EAR-based Amendments in response to the ORC Report. Changes are shown in the text in strikethrough/ underline format with highlighting.

**Objection #1:** DCA recommended including the date on certain Comprehensive Plan maps to indicate the long range planning horizon and to clarify the long term planning horizon in the Data Inventory and Analysis.

Because the majority of the data reflects a potential long term planning horizon of 2030, the ten year planning timeframe was adjusted (previously it was 2019) to 2030. Previously, the vacant lands analysis (Table 1-5, p. 1-3) indicated there would be sufficient residential land to accommodate population through 2020. DCA further recommended that because Surfside may reach build-out by 2020 that the population should "flatline" from 2020. In order to accommodate the change in long range planning timeframe and change in population projections, the following changes were made:

*Future Land Use Element*

- Timeframe: Redefined the "long term planning period" as ending in FY 2030 (p. 1-1).
- Population: Explained why population will flat-line beginning in 2020, and revised 2025 and 2030 projections accordingly in Table 1-4. Methodology: Clarified methodology used to obtain population projections (p. 1-3).

*Housing Element*

- Table 3-12 and related analysis of projections of population, households, and dwelling units adjusted (p. 3-9).
- Tables 3-13 and 3-14 regarding projected housing affordability revised (p. 3-10).



### *Infrastructure Element*

- Table 4-1: Revised 2030 population, and 2030 potable water demand (daily average) accordingly (p. 4-2).
- Table 4-2A: Revised 2030 population projection, and 2030 projected sewage flow (daily average) accordingly (p. 4-4).

### *Recreation and Open Space Element*

- Table 7-2: Revised long term planning timeframe to 2030, and revised 2030 projections and level of service accordingly (p. 7-3).

### *Capital Improvement Element*

- Tables 9-1, 9-2A, and 9-4 revised according to adjusted 2030 population (p. 9-3 through 9-7).

### *Maps*

The following map titles were adjusted to reflect the long range planning time frame:

- FLU 7 Future Land Use (2030)
- TRN 1 Existing and Future (2030) Number of Lanes
- TRN 2 Existing and Future (2030) Functional Classification
- TRN 4 Future (2030) Roadway Level of Service
- TRN 5 Existing and Future (2030) Pedestrian Facilities
- TRN 7 Existing and Future (2030) Traffic Generators

**Objection 2:** DCA recommended amending map CST-1 so that the boundary of the Coastal High Hazard Area reflects the Hurricane Storm Tide Atlas for Miami-Dade County, published by the Army Corps of Engineers August 2001.

A new Map CST 1 was recreated from the Army Corps of Engineers map (hard copy) to address this recommendation. The map was not available in a GIS or other digital format.

**Objection 3:** DCA recommended clarifying Coastal Management Element Objective 6 to indicate whether the 11 hour clearance time is for evacuating to a shelter or out of the county.

Coastal Management Element Objective 6 was clarified to indicate a 12-hour hurricane evacuation clearance time to shelter for a category 5 storm event.

**Objection 4:** DCA recommended updating Policy 1.9 in the Capital Improvement Element to adopt the current School Work Plan by reference.

Capital Improvement Element Policy 1.9 was amended to incorporate Miami-Dade County Public School Facilities Work Program, dated September 9, 2009.

**Objection 5:** DCA recommended updating the table on page 9-26 regarding capital improvements related to the Water Supply Facilities Work Plan to the current planning time frame. It was noted in the draft that this table would be deleted upon adoption.

DCA indicated in further discussions that the Town could adopt the capital improvements in the Miami-Dade Water Supply Facilities Work Plan by reference. Capital Improvement Element Policy 1.1 was amended to reflect this change and Table 9-9 regarding Miami-Dade Water and Sewer Department potable water projects was struck.

**Objection 6:** DCA recommended retaining the level of service standard for collector roadways. The level of service for collector roadways was retained in Transportation Element Policy 1.1 and added to Capital Improvement Element Policy 2.1.

*DCA made additional Comments to refine some Comprehensive Plan data and policies. The following note changes made based upon the Comments.*

**Comment 1:** References in the original text to 9J-5.009 (a section of the Florida Administrative Code no longer in effect) in the Transportation Element were removed.

**Comment 2:** Conservation Element Policy 3.6 was amended reflect the Town's adoption of the Water Supply Facilities Work Plan. Intergovernmental Coordination Element Policy 1.2 was amended to show that that Town will implement the public school interlocal agreement.

**Comment 3:** The Town is interested in pursuing a survey of historic resources and intends to explore the financial feasibility of such a survey. A 2012 deadline was added to Policy 6.2.

**Comment 4:** The references to Miami-Dade Transit Authority in the Transportation Element were corrected.

**Comment 5:** Collector roads from 2008 FDOT Florida Traffic Information Highway Data DVD were added to Map TRN- 2. Information on collector and local roads was corrected on p. 2-2.

**Comments 6:** Conservation Element Policy 1.12 was added to coordinate with and support the efforts of the South Florida Regional Planning Council and Miami-Dade County in pursuing a grant to conduct a neighborhood-wide building retro-fit program to expand on Comprehensive Plan strategies for greenhouse gas reduction.

**Comment 7:** The term "Stormwater Treatment Trains" used in the Conservation and Coastal Management Elements is correct and refers to a series of physical stormwater best management practices to achieve improved drainage water. No change made for this comment.

**Comment 8:** Conservation Element Policy 3.9 was added to state that the Town shall support water conservation goals through the support and enforcement of landscape and irrigation ordinances, inclusive of all applicable Miami-Dade Ordinances.

*Other Changes to the EAR-based Amendments:*

1) Future Land Use Element Policy 11.3 regarding considering requiring green building standards for all new single-family and multi-family construction was struck because local municipalities may not legislate requirements over and above the Florida Building Code.

2) The Capital Improvement Element was updated to reflect the FY10 Capital Improvement Element Update. Most notably, Tables 9-6 and 9-7 were updated to reflect the adopted FY10 budget. Similar changes were made in the Infrastructure Element.

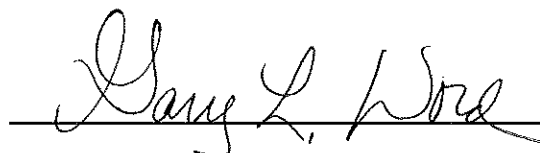
**Budget Impact:** Planning, Engineering, Traffic Engineering, Environmental Planning and GIS staff's time was funded under a contract in the amount of \$112,344 approved in June 2008 to prepare the EAR-based Comprehensive Plan Amendments.

**Staff Impact:** N/A

**Recommendation** It is recommended that the Surfside Town Commission adopt on 2<sup>nd</sup> reading the attached Ordinance to update the Comprehensive Plan.



Department Head



Town Manager

**ORDINANCE NO. 09 \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL REPORT (EAR) BASED COMPREHENSIVE PLAN AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3191, Florida Statutes, directs local governments to periodically assess the success or failure of the adopted comprehensive plan in adequately addressing changing conditions, state policies, and rules; and

**WHEREAS**, Section 163.3191(1), Florida Statutes, directs local governments to adopt an Evaluation and Appraisal Report (the "EAR") assessing the progress in implementing the local government's comprehensive plan; and

**WHEREAS**, the Department of Community of Affairs has reviewed the EAR and has determined it to be sufficient; and

**WHEREAS**, the Town of Surfside, Florida ("Town") has prepared the EAR-Based Comprehensive Plan amendments necessary to update the Comprehensive Plan and to address the issues and opportunities identified in the adopted EAR; and

**WHEREAS**, pursuant to Section 90.17 of the Town Code, the Planning & Zoning Board also sits as the Local Planning Agency for the Town; and

**WHEREAS**, the Planning & Zoning Board in its capacity as the Local Planning Agency, has reviewed the proposed ordinance and recommended approval to the Town Commission on August 27, 2009 ; and

**WHEREAS**, after review the Town Commission finds that this Ordinance is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF  
THE TOWN OF SURFSIDE, FLORIDA:**

**Section 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Recommendation of Approval by the Local Planning Agency.**

The Planning & Zoning Board, in its capacity as the Local Planning Agency, has reviewed the proposed amendments to the Town’s Comprehensive Plan and recommends approval by the Town Commission.

**Section 3. Adoption of the EAR-Based Comprehensive Plan Amendments.**

The Town Commission, upon review of the recommendations of the Local Planning Agency and independent review, hereby adopts the EAR-Based Amendments into its Comprehensive Plan, which are attached as Exhibit “A” to this Ordinance.

**Section 4. Severability.**

Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

**Section 5. Conflict.**

That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 1: Introduction**

The purpose of this document is to provide a comprehensive overview of the project's objectives and scope. It is intended for all stakeholders involved in the project, including management, team members, and external partners.

The project aims to develop a new software solution that addresses the current challenges faced by our organization. The primary goals are to improve operational efficiency, reduce costs, and enhance the user experience. The project will be managed using a structured approach, with regular communication and reporting to ensure transparency and accountability.

The project team consists of experienced professionals from various departments, including development, testing, and project management. We are committed to delivering high-quality results on time and within budget.

**Section 2: Project Objectives**

**Objectives**

The project objectives are as follows:

1. Develop a user-friendly interface that meets the needs of our target audience.

2. Ensure the system is secure, reliable, and scalable to support future growth.

The table is a large grid with approximately 10 columns and 20 rows. The content is almost entirely obscured by heavy grey bars, likely representing redacted information. The visible structure includes a header row at the top, followed by several rows of data. The table is enclosed in a double-line border.



**TABLE**

1.1	Existing Land Use	1.1
1.2	Future Land Use	1.2
1.3	Undeveloped Land with Future Land Use	1.3
1.4	Population, Population, Household, and Jobs	1.4
1.5	Future Land and Population Growth Rate Analysis	1.5
1.6	Future Population	1.7
2.1	Baseline Existing Level of Service	2.1
2.2	Future Utility Peak Hour Peak Demand Level of Service Analysis	2.2
2.3	Peak Year Peak Hour Peak Demand	2.3
2.4	Water Peak Capacity (Existing and Proposed)	2.4
2.5	Water Peak Capacity (Existing and Peak Hour Capacity)	2.5
3.1	Existing Peak or Structure Type, 2000	3.1
3.2	Structure by Type, 2000	3.2
3.3	Existing Capacity, 2000	3.3
3.4	Age of Existing Structure	3.4
3.5	Structure Type, Peak Hour Structure Existing Peak, 2000	3.5
3.6	Structure Type, 2000	3.6
3.7	Structure Structure Type, 2000-2000	3.7
3.8	Structure Type of Peak Hour Structure Existing Peak, 2000	3.8
3.9	Structure of Structure Peak for Structure	3.9
3.10	Structure by Type, Structure, and Peak Structure, 2000	3.10
3.11	Structure of Structure Peak Structure, 2000	3.11
3.12	Population, Population, Household, and Existing Peak, 2000-2000	3.12
3.13	Structure Population by Structure Type	3.13
3.14	Proposed Structure Relationship by Structure Type, Structure, 2000-2000	3.14
4.1	Water Supply Level of Service	4.1
4.2	Proposed Structure Type	4.2
4.3	Water Peak Capacity (Existing and Proposed Structure Capacity) 2000-2000	4.3
4.4	Water Peak Capacity (Existing and Proposed Structure Capacity)	4.4
5.1	Water Peak Capacity (Existing and Proposed Structure Capacity)	5.1
6.1	Water Peak Capacity (Existing and Proposed Structure Capacity)	6.1
7.1	Water Peak Capacity (Existing and Proposed Structure Capacity)	7.1
7.2	Proposed Peak Flow	7.2
8.1	Water Supply Capacity	8.1
9.1	Water Supply Level of Service	9.1
9.2	Proposed Structure Type	9.2
9.3	Water Peak Capacity (Existing and Proposed Structure Capacity) 2000-2000	9.3
9.4	Water Peak Capacity (Existing and Proposed Structure Capacity)	9.4
9.5	Peak Capacity	9.5
9.6	Proposed Peak Flow	9.6
9.7	Water Peak Capacity (Existing and Proposed Structure Capacity)	9.7
9.8	Proposed Structure Type Capacity (2000-2000)	9.8



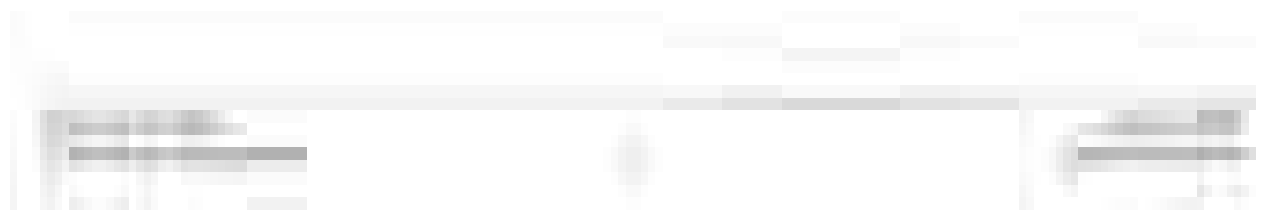
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1. The first part of the document is a title page. It contains the title of the document, the author's name, and the date of publication. The title is "The History of the United States" and the author is "John Adams". The date is "1776".

## 2. The second part of the document is the introduction. It discusses the importance of the document and the author's purpose in writing it.

The author states that the purpose of the document is to provide a comprehensive history of the United States, from its founding to the present. He emphasizes the importance of understanding the country's past in order to better understand its present and future.

### 3. The third part of the document is the main body of text. It is divided into several sections, each covering a different period of American history.

The first section covers the period from the founding of the country to the end of the American Revolutionary War. The second section covers the period from the end of the war to the beginning of the American Civil War. The third section covers the period from the end of the war to the present.

The author provides a detailed account of the events that shaped the United States, including the struggles for independence, the development of the federal government, and the expansion of the country's territory. He also discusses the social and economic changes that have taken place over time.

The author concludes the document by reflecting on the country's progress and the challenges it faces in the future. He expresses his hope that the document will provide a valuable resource for anyone interested in the history of the United States.



1. The first part of the document is a header section containing the title and author information.

2. The second part of the document is a table with multiple columns and rows, containing numerical data.

Year	Q1	Q2	Q3	Q4	Total
2010	100	120	150	180	550
2011	110	130	160	190	590
2012	120	140	170	200	630
2013	130	150	180	210	670
2014	140	160	190	220	710
2015	150	170	200	230	750
2016	160	180	210	240	790
2017	170	190	220	250	830
2018	180	200	230	260	870
2019	190	210	240	270	910
2020	200	220	250	280	950

3. The third part of the document is a table with multiple columns and rows, containing numerical data.

Year	Q1	Q2	Q3	Q4	Total
2010	100	120	150	180	550
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2016	160	180	210	240	790
2017	170	190	220	250	830
2018	180	200	230	260	870
2019	190	210	240	270	910
2020	200	220	250	280	950

4. The final part of the document is a footer section containing the page number and other information.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the specific procedures and protocols that must be followed when recording transactions. This includes details on how to categorize expenses, how to handle receipts, and how to ensure that all entries are properly documented and reviewed.

3. The third part of the document provides a detailed overview of the financial reporting process. It explains how the recorded data is used to generate various financial statements, such as the balance sheet, income statement, and cash flow statement, and how these statements are used to assess the organization's financial health.

Category	Amount	Balance
Operating Expenses	1000	1000
Capital Expenses	500	500
Income	1500	1500
Net Income	500	500

4. The fourth part of the document discusses the role of the accounting department in ensuring that all financial data is accurately recorded and reported. It highlights the importance of regular audits and reviews to identify any discrepancies or errors in the records.

5. The fifth part of the document provides a summary of the key points discussed in the document and offers recommendations for how the organization can improve its financial reporting processes.

6. The sixth part of the document provides a detailed overview of the financial reporting process, including the steps involved in preparing the financial statements and the role of the accounting department in this process.

Statement	Amount	Balance
Balance Sheet	1000	1000
Income Statement	1500	1500
Cash Flow Statement	500	500

7. The seventh part of the document provides a detailed overview of the financial reporting process, including the steps involved in preparing the financial statements and the role of the accounting department in this process.

1. The first part of the document is a title page, which includes the title, author, and date.

2. The second part is the abstract, which provides a brief summary of the main findings of the study.

3. The third part is the introduction, which sets the context for the study and states the research objectives.

4. The fourth part is the literature review, which discusses the existing research on the topic.

5. The fifth part is the methodology, which describes the research design and data collection methods.

6. The sixth part is the results, which present the findings of the study.

7. The seventh part is the discussion, which interprets the results and discusses their implications.

8. The eighth part is the conclusion, which summarizes the main findings and provides recommendations for future research.

9. The ninth part is the references, which list the sources used in the study.

10. The tenth part is the appendix, which contains supplementary information related to the study.

11. The eleventh part is the glossary, which defines the key terms used in the document.

12. The twelfth part is the index, which provides a quick reference to the different sections of the document.

13. The thirteenth part is the list of figures, which identifies the visual elements used in the study.

14. The fourteenth part is the list of tables, which identifies the data tables used in the study.

15. The fifteenth part is the list of abbreviations, which defines the shortened forms used throughout the document.

16. The sixteenth part is the list of acronyms, which defines the abbreviations used in the study.

17. The seventeenth part is the list of symbols, which defines the symbols used in the study.

18. The eighteenth part is the list of units, which defines the units used in the study.

19. The nineteenth part is the list of variables, which defines the variables used in the study.

20. The twentieth part is the list of parameters, which defines the parameters used in the study.

21. The twenty-first part is the list of constants, which defines the constants used in the study.

22. The twenty-second part is the list of functions, which defines the functions used in the study.

23. The twenty-third part is the list of operators, which defines the operators used in the study.

24. The twenty-fourth part is the list of symbols, which defines the symbols used in the study.

25. The twenty-fifth part is the list of units, which defines the units used in the study.

26. The twenty-sixth part is the list of variables, which defines the variables used in the study.

27. The twenty-seventh part is the list of parameters, which defines the parameters used in the study.

28. The twenty-eighth part is the list of constants, which defines the constants used in the study.

29. The twenty-ninth part is the list of functions, which defines the functions used in the study.

30. The thirtieth part is the list of operators, which defines the operators used in the study.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud. The text outlines the various types of records that should be maintained, including receipts, invoices, and bank statements, and provides guidance on how to organize and store these records effectively.

### 2.0000000000000000

The second part of the document focuses on the role of internal controls in ensuring the accuracy and reliability of financial information. It describes the various types of internal controls, such as segregation of duties, authorization requirements, and independent verification, and explains how these controls are implemented in practice. The text also discusses the importance of regularly reviewing and updating internal controls to reflect changes in the organization's operations and the external environment.

The third part of the document addresses the issue of financial reporting and the role of the auditor. It discusses the various types of financial statements that are prepared and the requirements for their preparation and presentation. The text also explains the role of the auditor in providing an independent opinion on the fairness and accuracy of the financial statements and the importance of maintaining communication with the auditor throughout the reporting process.

The final part of the document provides a summary of the key points discussed and offers some concluding thoughts on the importance of maintaining high standards of financial reporting and internal control. It emphasizes that these standards are essential for the success of any organization and for the confidence of its stakeholders.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud. The text outlines the various types of records that should be maintained, including receipts, invoices, and bank statements, and provides guidance on how to organize and store these records effectively.

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1. The first step in the process of creating a business plan is to determine the purpose of the plan. This is typically done by identifying the business's goals and objectives.

2. The next step is to conduct a market analysis. This involves researching the industry, identifying competitors, and understanding the target market.

3. The third step is to develop a marketing strategy. This includes determining the best ways to reach the target market and promote the business.

4. The fourth step is to create a financial plan. This involves estimating the business's costs and revenues, and determining the best way to finance the business.

5. The fifth step is to write the business plan. This involves putting all of the information gathered in the previous steps into a clear and concise document.

6. The sixth step is to review and revise the business plan. This involves getting feedback from others and making changes as needed.

7. The seventh step is to use the business plan as a guide. This involves following the plan's recommendations and making adjustments as the business grows.

8. The eighth step is to evaluate the business plan. This involves assessing the plan's effectiveness and making changes as needed.

9. The ninth step is to update the business plan. This involves making changes to the plan as the business's needs and market conditions change.

10. The tenth step is to use the business plan as a tool for communication. This involves sharing the plan with others and using it to explain the business's goals and objectives.

11. The eleventh step is to use the business plan as a tool for decision-making. This involves using the plan's recommendations to guide the business's actions.

12. The twelfth step is to use the business plan as a tool for fundraising. This involves using the plan to attract investors and secure financing.

13. The thirteenth step is to use the business plan as a tool for strategic planning. This involves using the plan to identify the business's long-term goals and objectives.

14. The fourteenth step is to use the business plan as a tool for performance evaluation. This involves using the plan's goals and objectives to assess the business's progress.

15. The fifteenth step is to use the business plan as a tool for risk management. This involves using the plan to identify and mitigate the business's risks.

16. The sixteenth step is to use the business plan as a tool for innovation. This involves using the plan to identify and develop new products and services.

17. The seventeenth step is to use the business plan as a tool for growth. This involves using the plan to identify and pursue new opportunities for expansion.

18. The eighteenth step is to use the business plan as a tool for sustainability. This involves using the plan to ensure the business's long-term viability.

19. The nineteenth step is to use the business plan as a tool for social responsibility. This involves using the plan to ensure the business's positive impact on society.

20. The twentieth step is to use the business plan as a tool for success. This involves using the plan to achieve the business's goals and objectives.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud. The text notes that without reliable records, it would be difficult to track the flow of funds and identify any irregularities.

2. The second part of the document outlines the specific requirements for record-keeping. It states that all transactions must be recorded in a clear and concise manner, using standardized formats and codes. The text also mentions that records should be maintained for a minimum of five years, unless otherwise specified by applicable laws or regulations. This ensures that there is a sufficient history of data available for review and analysis.

3. The third part of the document discusses the role of technology in record-keeping. It highlights that modern accounting systems and software solutions can significantly improve the efficiency and accuracy of record-keeping. The text notes that these systems often include built-in controls and audit trails, which help to minimize the risk of errors and ensure that all transactions are properly documented and tracked.

4. The fourth part of the document addresses the importance of data security and privacy. It states that record-keeping systems must be designed to protect sensitive financial information from unauthorized access, loss, or destruction. The text emphasizes that organizations should implement robust security measures, such as encryption, access controls, and regular backups, to ensure the confidentiality and integrity of their records.

5. The fifth part of the document discusses the role of internal controls in record-keeping. It notes that a strong system of internal controls is essential for ensuring the accuracy and reliability of financial records. The text mentions that these controls should be designed to prevent and detect errors, fraud, and other irregularities, and should be regularly reviewed and updated to reflect changes in the organization's operations and the regulatory environment.

6. The sixth part of the document discusses the importance of training and education for record-keeping staff. It states that staff members responsible for maintaining financial records must have the necessary skills and knowledge to perform their duties effectively. The text notes that organizations should provide ongoing training and education to ensure that staff members are up-to-date on the latest record-keeping practices and technologies.

7. The seventh part of the document discusses the role of external audits in record-keeping. It notes that external audits are an important component of the record-keeping process, as they provide an independent assessment of the accuracy and reliability of financial records. The text mentions that organizations should engage qualified external auditors to perform regular audits, and should cooperate fully with the auditors to provide all necessary information and access to records.

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# THE HISTORY OF THE UNITED STATES

The history of the United States is a story of growth, struggle, and progress. From the first European settlers to the present day, the nation has faced numerous challenges and triumphs. The story begins with the arrival of Christopher Columbus in 1492, which led to the discovery of the New World. The early years were marked by the struggle for independence from British rule, culminating in the American Revolution of 1776. The new nation then faced the task of building a government and a society that would be a model for the world.

The 19th century was a period of rapid expansion and change. The westward movement of settlers led to the discovery of gold in California and the opening of the transcontinental railroads. The Civil War of 1861-1865 was a defining moment in the nation's history, as it resolved the issue of slavery and preserved the Union.

The 20th century was a time of great achievement and challenge. The United States emerged as a world superpower after World War II, leading the world in the development of nuclear energy and space exploration. The civil rights movement of the 1950s and 1960s was a struggle for equality and justice for all Americans. The Vietnam War of the 1960s and 1970s was a controversial conflict that tested the nation's resolve.

The 21st century has seen the United States continue to lead the world in science, technology, and culture. The 9/11 attacks of 2001 were a tragic event that changed the course of the nation's history. The war in Iraq and the global financial crisis of 2008 were major challenges that the nation has faced in recent years.

The future of the United States is uncertain, but the nation's history shows that it has the strength and resilience to overcome any challenge. The story of the United States is a story of hope and possibility, and it is a story that continues to inspire and inform the world.

The United States is a nation of immigrants, and its history is a story of the American dream. From the first settlers to the present day, the nation has been built by the hard work and sacrifice of its people. The story of the United States is a story of a nation that has the courage to stand up for its principles and the strength to overcome its enemies.

The United States is a nation of freedom, and its history is a story of the struggle for liberty. From the American Revolution to the present day, the nation has fought to protect its freedoms and to ensure that all Americans have the opportunity to live the American dream. The story of the United States is a story of a nation that has the courage to stand up for its principles and the strength to overcome its enemies.

The United States is a nation of progress, and its history is a story of innovation and discovery. From the first settlers to the present day, the nation has been at the forefront of scientific and technological advancement. The story of the United States is a story of a nation that has the courage to stand up for its principles and the strength to overcome its enemies.











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**QUESTION 1**

The following table shows the results of a survey of 1000 people. The table shows the number of people who answered 'Yes' or 'No' to each of the four questions.

Question	Yes	No
Q1	600	400
Q2	500	500
Q3	700	300
Q4	800	200

**QUESTION 2**

The following table shows the results of a survey of 1000 people. The table shows the number of people who answered 'Yes' or 'No' to each of the four questions.

Question	Yes	No
Q1	600	400
Q2	500	500
Q3	700	300
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**QUESTION 3**

The following table shows the results of a survey of 1000 people. The table shows the number of people who answered 'Yes' or 'No' to each of the four questions.

Question	Yes	No
Q1	600	400
Q2	500	500
Q3	700	300
Q4	800	200

**QUESTION 4**

The following table shows the results of a survey of 1000 people. The table shows the number of people who answered 'Yes' or 'No' to each of the four questions.

Question	Yes	No
Q1	600	400
Q2	500	500
Q3	700	300
Q4	800	200

The following table shows the results of a survey of 1000 people. The table shows the number of people who answered 'Yes' or 'No' to each of the four questions.

Question	Yes	No
Q1	600	400
Q2	500	500
Q3	700	300
Q4	800	200





Table 1. Summary of the study design and data collection	
Phase	Description
Phase 1	Baseline assessment of physical fitness, anthropometric characteristics, and psychological state
Phase 2	12-week training period with three different conditions: control, low-intensity, and high-intensity
Phase 3	Post-training assessment of physical fitness, anthropometric characteristics, and psychological state
Phase 4	Follow-up assessment of physical fitness, anthropometric characteristics, and psychological state
Phase 5	Final assessment of physical fitness, anthropometric characteristics, and psychological state

The study was approved by the local research ethics committee. All participants gave their informed consent before starting the study. The study was conducted in a laboratory setting. The participants were randomly assigned to one of the three training conditions: control, low-intensity, and high-intensity. The control group performed a standard aerobic exercise program. The low-intensity group performed a low-intensity aerobic exercise program. The high-intensity group performed a high-intensity aerobic exercise program. The training period lasted 12 weeks. The participants were assessed at baseline, post-training, and follow-up. The primary outcome was the change in physical fitness. The secondary outcomes were the change in anthropometric characteristics and psychological state. The data were analyzed using statistical software. The results are presented in the following sections.

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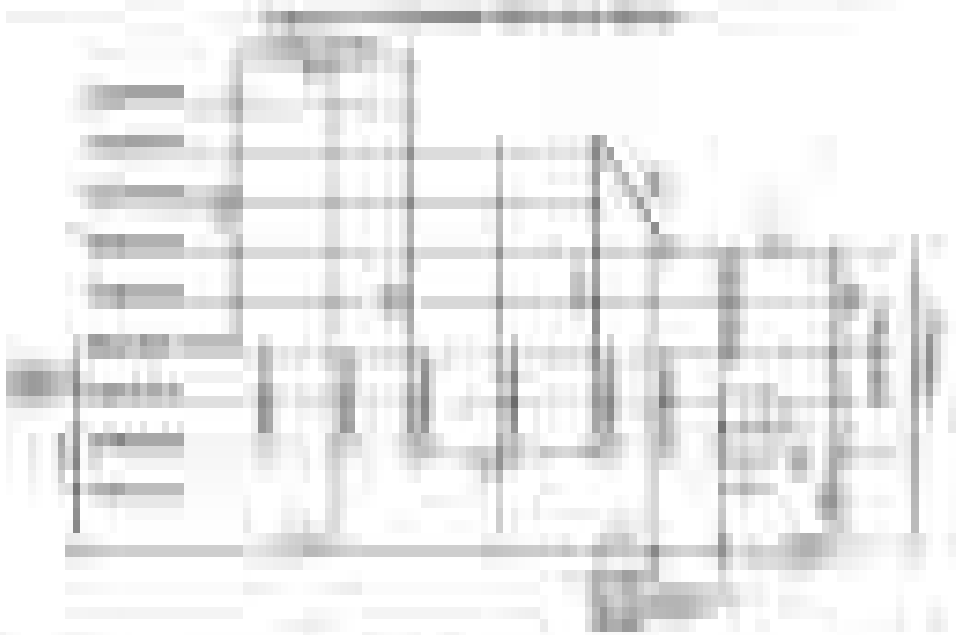
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The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

Additionally, it highlights the need for regular audits to identify any discrepancies or errors. By conducting these checks frequently, potential issues can be caught early, preventing them from escalating into larger problems.



The second part of the document focuses on the implementation of these practices. It provides a step-by-step guide for setting up a robust record-keeping system. This includes selecting appropriate software, training staff, and establishing clear protocols for data entry and review.

It also addresses common challenges, such as data loss or corruption, and offers strategies to mitigate these risks. Regular backups and secure storage solutions are recommended to ensure the integrity and availability of the data.

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[The text in this section is also extremely blurry and illegible. It appears to be a smaller block of text, possibly a summary or a conclusion, but the content cannot be discerned.]





TABLE 1.1				
Year	Population	Urban	Rural	Total
1950	100	20	80	100
1955	105	25	80	105
1960	110	30	80	110
1965	115	35	80	115
1970	120	40	80	120
1975	125	45	80	125
1980	130	50	80	130
1985	135	55	80	135
1990	140	60	80	140
1995	145	65	80	145
2000	150	70	80	150
2005	155	75	80	155
2010	160	80	80	160
2015	165	85	80	165
2020	170	90	80	170
2025	175	95	80	175
2030	180	100	80	180
2035	185	105	80	185
2040	190	110	80	190
2045	195	115	80	195
2050	200	120	80	200
2055	205	125	80	205
2060	210	130	80	210
2065	215	135	80	215
2070	220	140	80	220
2075	225	145	80	225
2080	230	150	80	230
2085	235	155	80	235
2090	240	160	80	240
2095	245	165	80	245
2100	250	170	80	250

# THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO  
OFFICE OF THE DEAN OF ADMISSIONS  
540 EAST 58TH STREET  
CHICAGO, ILLINOIS 60637  
TEL: 773-936-3333  
WWW.CHICAGOEDUCATION.EDU

Dear Applicant:

We are pleased to inform you that you have been accepted for admission to the University of Chicago in the fall of 2017. We are excited to have you join our community of students and faculty.

Your acceptance is contingent upon your successful completion of the following requirements:

- 1. Submission of a completed application form and fee.
- 2. Receipt of your high school transcripts.
- 3. Receipt of your SAT or ACT scores.
- 4. Receipt of your TOEFL scores (if applicable).
- 5. Receipt of your financial aid information.

Please contact the Office of the Dean of Admissions at 773-936-3333 or [admissions@chicago.edu](mailto:admissions@chicago.edu) if you have any questions regarding these requirements.

We look forward to welcoming you to the University of Chicago in the fall of 2017.

Sincerely,  
The Dean of Admissions

THE UNIVERSITY OF CHICAGO  
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[The main body of the page contains several paragraphs of text that are extremely blurry and illegible due to low resolution or intentional blurring.]

Table with 2 columns and 15 rows. The first column contains a list of items, and the second column contains their corresponding values. The text is highly blurred and illegible.

Year	2010	2011	2012	2013	2014
Revenue	100	105	110	115	120
Expenses	90	95	100	105	110
Profit	10	10	10	10	10

The following table shows the financial performance of the company over the period from 2010 to 2014. The revenue has increased steadily from 100 in 2010 to 120 in 2014. Expenses have also increased, but at a slower rate than revenue, resulting in a consistent profit of 10 units per year.

Category	2010	2011	2012	2013	2014
Revenue	100	105	110	115	120
Expenses	90	95	100	105	110
Profit	10	10	10	10	10

The data indicates a strong and stable financial position for the company. The consistent profit margin of 10 units suggests effective cost management and a steady increase in sales over the five-year period.

**Table 1**  
**Summary of Findings**

Study	Sample	Intervention	Outcome	Significance
1	100	...	...	...
2	150	...	...	...
3	200	...	...	...
4	250	...	...	...
5	300	...	...	...
6	350	...	...	...
7	400	...	...	...
8	450	...	...	...
9	500	...	...	...
10	550	...	...	...
11	600	...	...	...
12	650	...	...	...
13	700	...	...	...
14	750	...	...	...
15	800	...	...	...
16	850	...	...	...
17	900	...	...	...
18	950	...	...	...
19	1000	...	...	...
20	1050	...	...	...
21	1100	...	...	...
22	1150	...	...	...
23	1200	...	...	...
24	1250	...	...	...
25	1300	...	...	...
26	1350	...	...	...
27	1400	...	...	...
28	1450	...	...	...
29	1500	...	...	...
30	1550	...	...	...
31	1600	...	...	...
32	1650	...	...	...
33	1700	...	...	...
34	1750	...	...	...
35	1800	...	...	...
36	1850	...	...	...
37	1900	...	...	...
38	1950	...	...	...
39	2000	...	...	...
40	2050	...	...	...
41	2100	...	...	...
42	2150	...	...	...
43	2200	...	...	...
44	2250	...	...	...
45	2300	...	...	...
46	2350	...	...	...
47	2400	...	...	...
48	2450	...	...	...
49	2500	...	...	...
50	2550	...	...	...
51	2600	...	...	...
52	2650	...	...	...
53	2700	...	...	...
54	2750	...	...	...
55	2800	...	...	...
56	2850	...	...	...
57	2900	...	...	...
58	2950	...	...	...
59	3000	...	...	...
60	3050	...	...	...
61	3100	...	...	...
62	3150	...	...	...
63	3200	...	...	...
64	3250	...	...	...
65	3300	...	...	...
66	3350	...	...	...
67	3400	...	...	...
68	3450	...	...	...
69	3500	...	...	...
70	3550	...	...	...
71	3600	...	...	...
72	3650	...	...	...
73	3700	...	...	...
74	3750	...	...	...
75	3800	...	...	...
76	3850	...	...	...
77	3900	...	...	...
78	3950	...	...	...
79	4000	...	...	...
80	4050	...	...	...
81	4100	...	...	...
82	4150	...	...	...
83	4200	...	...	...
84	4250	...	...	...
85	4300	...	...	...
86	4350	...	...	...
87	4400	...	...	...
88	4450	...	...	...
89	4500	...	...	...
90	4550	...	...	...
91	4600	...	...	...
92	4650	...	...	...
93	4700	...	...	...
94	4750	...	...	...
95	4800	...	...	...
96	4850	...	...	...
97	4900	...	...	...
98	4950	...	...	...
99	5000	...	...	...
100	5050	...	...	...

...

**Table 2**  
**Summary of Findings**

Study	Sample	Intervention	Outcome	Significance
1	100	...	...	...
2	150	...	...	...
3	200	...	...	...
4	250	...	...	...
5	300	...	...	...
6	350	...	...	...
7	400	...	...	...
8	450	...	...	...
9	500	...	...	...
10	550	...	...	...
11	600	...	...	...
12	650	...	...	...
13	700	...	...	...
14	750	...	...	...
15	800	...	...	...
16	850	...	...	...
17	900	...	...	...
18	950	...	...	...
19	1000	...	...	...
20	1050	...	...	...
21	1100	...	...	...
22	1150	...	...	...
23	1200	...	...	...
24	1250	...	...	...
25	1300	...	...	...
26	1350	...	...	...
27	1400	...	...	...
28	1450	...	...	...
29	1500	...	...	...
30	1550	...	...	...
31	1600	...	...	...
32	1650	...	...	...
33	1700	...	...	...
34	1750	...	...	...
35	1800	...	...	...
36	1850	...	...	...
37	1900	...	...	...
38	1950	...	...	...
39	2000	...	...	...
40	2050	...	...	...
41	2100	...	...	...
42	2150	...	...	...
43	2200	...	...	...
44	2250	...	...	...
45	2300	...	...	...
46	2350	...	...	...
47	2400	...	...	...
48	2450	...	...	...
49	2500	...	...	...
50	2550	...	...	...
51	2600	...	...	...
52	2650	...	...	...
53	2700	...	...	...
54	2750	...	...	...
55	2800	...	...	...
56	2850	...	...	...
57	2900	...	...	...
58	2950	...	...	...
59	3000	...	...	...
60	3050	...	...	...
61	3100	...	...	...
62	3150	...	...	...
63	3200	...	...	...
64	3250	...	...	...
65	3300	...	...	...
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68	3450	...	...	...
69	3500	...	...	...
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71	3600	...	...	...
72	3650	...	...	...
73	3700	...	...	...
74	3750	...	...	...
75	3800	...	...	...
76	3850	...	...	...
77	3900	...	...	...
78	3950	...	...	...
79	4000	...	...	...
80	4050	...	...	...
81	4100	...	...	...
82	4150	...	...	...
83	4200	...	...	...
84	4250	...	...	...
85	4300	...	...	...
86	4350	...	...	...
87	4400	...	...	...
88	4450	...	...	...
89	4500	...	...	...
90	4550	...	...	...
91	4600	...	...	...
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93	4700	...	...	...
94	4750	...	...	...
95	4800	...	...	...
96	4850	...	...	...
97	4900	...	...	...
98	4950	...	...	...
99	5000	...	...	...
100	5050	...	...	...

...

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

Category	Item	Value	Date
Revenue	Product Sales	120,000	2023-01-15
	Service Fees	80,000	2023-01-20
	Licensing	50,000	2023-02-01
	Consulting	30,000	2023-02-10
Expenses	Salaries	150,000	2023-01-01
	Marketing	20,000	2023-01-10
	Office Rent	10,000	2023-01-01

2. The second part of the document provides a detailed breakdown of the financial data presented in the table above. It includes a summary of the total revenue and expenses, as well as a comparison of the two. This analysis highlights the organization's overall financial performance and identifies areas for improvement.

Category	Item	Value	Date
Revenue	Product Sales	120,000	2023-01-15
	Service Fees	80,000	2023-01-20
	Licensing	50,000	2023-02-01
	Consulting	30,000	2023-02-10
Expenses	Salaries	150,000	2023-01-01
	Marketing	20,000	2023-01-10
	Office Rent	10,000	2023-01-01

3. The final part of the document concludes with a summary of the key findings and recommendations. It suggests that the organization should focus on increasing its revenue streams and reducing its expenses to improve its overall financial health.

1. The first part of the document is a title page containing the title, author, and date.

**Table 1**

Year	2010	2011	2012	2013	2014
Q1	100	100	100	100	100
Q2	100	100	100	100	100
Q3	100	100	100	100	100
Q4	100	100	100	100	100
Annual Total	400	400	400	400	400

2. The second part of the document is a table with 5 columns and 10 rows.

**Table 2**

Year	2010	2011	2012	2013	2014
Q1	100	100	100	100	100
Q2	100	100	100	100	100
Q3	100	100	100	100	100
Q4	100	100	100	100	100
Annual Total	400	400	400	400	400

3. The third part of the document is a table with 5 columns and 10 rows.



1. The first part of the document is a header section containing the title and author information.

2. The second part of the document is a table with multiple columns and rows, containing numerical data.

### Table 1: Summary of Data

Category	Sub-Category	Value 1	Value 2	Value 3	Value 4	Value 5
A	A.1	10	20	30	40	50
	A.2	15	25	35	45	55
	A.3	20	30	40	50	60
B	B.1	30	40	50	60	70
	B.2	40	50	60	70	80
	B.3	50	60	70	80	90
C	C.1	60	70	80	90	100
	C.2	70	80	90	100	110
	C.3	80	90	100	110	120

3. The third part of the document is a paragraph of text describing the data presented in the table.

4. The fourth part of the document is another paragraph of text, providing further details and analysis.

5. The fifth part of the document is a final paragraph of text, concluding the document.

6. The sixth part of the document is a footer section containing the page number and other information.

7. The seventh part of the document is a final line of text at the bottom of the page.

Table 1: Summary of Key Findings				
Category	Item 1	Item 2	Item 3	Item 4
Section A	Value 1	Value 2	Value 3	Value 4
	Value 1	Value 2	Value 3	Value 4
	Value 1	Value 2	Value 3	Value 4
Section B	Value 1	Value 2	Value 3	Value 4
	Value 1	Value 2	Value 3	Value 4
	Value 1	Value 2	Value 3	Value 4

**Section 2: Detailed Analysis of the Data**

The first part of the analysis focuses on the relationship between the variables X and Y. It is observed that as X increases, Y tends to decrease, indicating a negative correlation. This is supported by the data points shown in the table above.

**Section 3: Statistical Summary**

The statistical summary provides a comprehensive overview of the data distribution. The mean value is calculated to be 15.2, with a standard deviation of 3.5. The data is normally distributed, as indicated by the bell-shaped curve in the graph. The following table summarizes the key statistical measures:

Measure	Value
Mean	15.2
Standard Deviation	3.5
Minimum	8.0
Maximum	22.0

Table 2: Additional Data Points		
Time	Value 1	Value 2
10:00	12.5	18.0
11:00	14.0	16.5
12:00	13.0	17.5

Year	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	
...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

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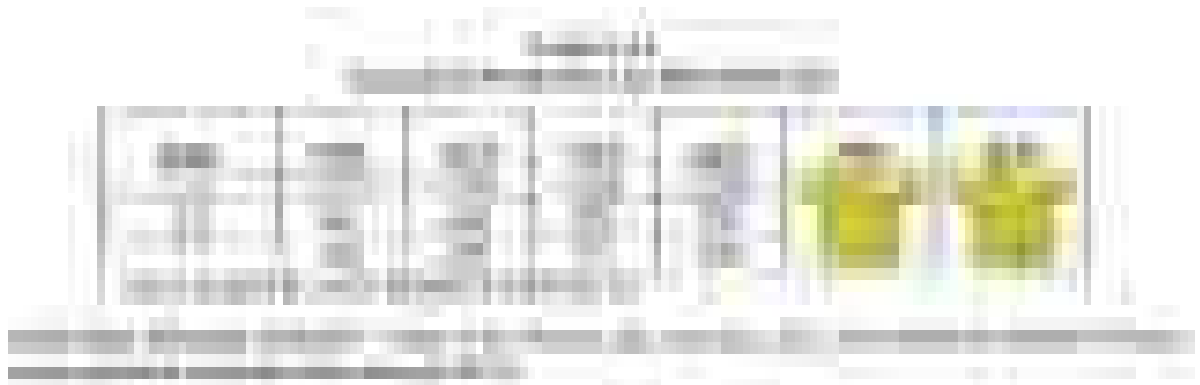
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The data shows that students are generally satisfied with their school's performance, with the highest satisfaction levels for 'Quality of teaching' and 'Quality of learning'. There is a noticeable gap between 'Very satisfied' and 'Satisfied' responses across all metrics, indicating that while many students are satisfied, a significant portion still has room for improvement. The 'Quality of facilities' and 'Quality of support services' metrics show the lowest satisfaction levels, suggesting these areas may need more attention.

Overall, the school's performance is well-regarded, particularly in the areas of teaching and learning. However, the data also highlights specific areas where the school could improve, such as facilities and support services. Addressing these areas could lead to higher overall student satisfaction and a better learning environment.



The rate of photosynthesis can be measured by the volume of oxygen gas produced. In this experiment, the rate of photosynthesis is measured by the volume of oxygen gas produced in a test tube over a period of time. The test tube is inverted in a beaker of water, and the volume of gas collected is measured. The rate of photosynthesis is then calculated as the volume of oxygen gas produced per unit time.

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**IN THE DIVISION OF THE PHYSICAL SCIENCES**

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1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support effective decision-making.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and integration. It provides strategies to overcome these challenges and ensure that the data is reliable and secure.

5. The fifth part of the document discusses the importance of data governance and the role of various stakeholders in ensuring that data is used ethically and in compliance with relevant regulations.

6. The sixth part of the document provides a summary of the key findings and recommendations. It emphasizes the need for a comprehensive data management strategy that aligns with the organization's overall goals and objectives.

7. The seventh part of the document discusses the future of data management and the potential of emerging technologies like artificial intelligence and machine learning to further enhance data analysis capabilities.

8. The eighth part of the document provides a conclusion and a call to action, urging the organization to take immediate steps to implement the recommended data management practices.

9. The ninth part of the document includes a list of references and sources used in the research and analysis. It also provides contact information for the authors and the organization.

10. The tenth part of the document is a final summary and a statement of the organization's commitment to data-driven decision-making and continuous improvement.

11. The eleventh part of the document is a final section that provides additional information and resources for the reader, including links to related documents and websites.

12. The twelfth part of the document is a final section that provides a closing statement and a thank you note to the stakeholders who supported the project.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

Date	Description	Amount	Category
2023-01-15	Office Supplies	150.00	Operating Expenses
2023-01-20	Client Meeting	200.00	Revenue
2023-01-25	Software License	500.00	Capital Expenses
2023-02-01	Salary Payment	1000.00	Operating Expenses

The second section details the various methods used to collect and analyze financial data. It covers the use of spreadsheets, databases, and specialized software tools. The goal is to ensure that all data is captured accurately and analyzed in a timely manner to provide meaningful insights.

- 1. Data Collection: Gathering raw data from various sources such as sales invoices, bank statements, and employee records.
- 2. Data Cleaning: Removing duplicates, correcting errors, and standardizing formats to ensure data integrity.
- 3. Data Analysis: Using statistical methods and software tools to identify trends, patterns, and anomalies in the data.
- 4. Reporting: Generating clear and concise reports that summarize the findings and provide actionable recommendations.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

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3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that data is used responsibly and ethically.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that data management practices remain effective and up-to-date.

6. The sixth part of the document provides a detailed overview of the data collection process, including the identification of data sources, the design of data collection instruments, and the implementation of data collection procedures. This section is highlighted in yellow.

7. The seventh part of the document discusses the importance of data quality and the steps taken to ensure that the data collected is accurate, complete, and consistent. It also addresses the issue of data security and the measures taken to protect sensitive information.

8. The eighth part of the document focuses on the analysis and interpretation of the collected data. It describes the various statistical and analytical techniques used to extract meaningful insights from the data and how these insights are used to inform organizational strategy.

9. The ninth part of the document provides a summary of the overall findings and conclusions of the study. It highlights the key takeaways and offers practical recommendations for improving data management and analysis practices within the organization.

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1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

### 2. Key Objectives and Goals

Objective	Target	Responsible Party	Timeline
Improve operational efficiency	Reduce costs by 10%	Operations Manager	Q3 2024
Enhance customer satisfaction	Increase NPS score by 5 points	Customer Service Dept	Q4 2024
Strengthen financial performance	Grow revenue by 15%	Finance Director	Q1 2025
Develop talent and leadership	Complete training for 80% of staff	HR Director	Q2 2025
Ensure compliance and risk management	Conduct annual audit	Legal & Compliance	Q3 2025

3. The following section outlines the specific strategies and initiatives that will be implemented to achieve these objectives. This includes a detailed breakdown of the marketing, sales, and operational plans.

4. The marketing strategy focuses on digital marketing, social media engagement, and targeted advertising campaigns. The goal is to reach a wider audience and drive more qualified leads into the sales pipeline.

5. The sales strategy involves expanding the sales team, implementing a new CRM system, and offering incentives for high performers. The aim is to increase sales volume and improve the overall sales process.

6. Operational improvements will be achieved through process automation, supply chain optimization, and regular performance reviews. This will help in reducing waste and increasing productivity across all departments.

7. The HR strategy includes recruitment of top talent, ongoing training and development, and the implementation of a performance management system. This is intended to build a strong, resilient workforce.

8. Finally, the document concludes with a summary of the overall vision and a call to action for all employees to work together towards the organization's success.

9. The document is signed by the CEO and dated 15th October 2024.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for ensuring the integrity and transparency of the financial system. This section also outlines the various methods used to collect and analyze data, highlighting the role of technology in streamlining these processes.

The second part of the document focuses on the implementation of these systems and the challenges that may arise. It provides a detailed overview of the hardware and software components involved, as well as the steps required for successful deployment. The text also addresses the need for ongoing training and support to ensure that all users are proficient in using the new systems.

Finally, the document concludes with a summary of the key findings and recommendations. It stresses the importance of continuous monitoring and evaluation to ensure that the systems remain effective and efficient over time. The authors also provide a list of resources and references for further information on this topic.



The following table provides a detailed overview of the data collected during the study. It includes information on the number of participants, the duration of the study, and the results of the various tests conducted. The data is presented in a clear and concise manner, allowing for easy comparison and analysis.

Test	Number of Participants	Duration (min)	Results
Test 1	10	15	...
Test 2	10	15	...
Test 3	10	15	...

The results of the study indicate that the proposed system is effective and efficient. It is able to handle a large volume of data and provides accurate and reliable results. The system is also easy to use and requires minimal training. These findings suggest that the system is a viable solution for the problem at hand.



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**PH.D. THESIS**

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BY: [Illegible]

DEPARTMENT OF [Illegible]

CHICAGO, ILLINOIS

DATE OF DEFENSE: [Illegible]

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1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that proper record-keeping is essential for transparency and accountability, particularly in the context of public administration and government operations. This section outlines the various methods and systems used to collect, store, and analyze data, ensuring that information is readily accessible and reliable.

2. The second part of the document focuses on the implementation of these record-keeping practices. It details the specific steps involved in setting up a robust system, from identifying the types of data to be collected to the selection of appropriate software and hardware. This section also addresses the challenges of data integration and interoperability, providing strategies to overcome these obstacles and ensure that all relevant information is captured and shared effectively.

3. The third part of the document discusses the importance of data security and privacy. It highlights the need to implement strong security measures to protect sensitive information from unauthorized access, loss, or disclosure. This section covers topics such as access control, encryption, and regular security audits, ensuring that the organization's data remains safe and secure at all times.

4. The fourth part of the document addresses the issue of data retention and disposal. It explains the importance of having clear policies and procedures in place to determine how long data should be kept and when it should be securely deleted. This section also discusses the legal and regulatory requirements that may apply to data retention and disposal, ensuring that the organization remains compliant with all relevant laws and regulations.

5. The fifth part of the document discusses the importance of data analysis and reporting. It highlights the need to regularly review and analyze the data collected to identify trends, patterns, and areas for improvement. This section covers topics such as data visualization, dashboard development, and the use of analytics tools to derive meaningful insights from the data.

6. The sixth part of the document discusses the importance of data governance and oversight. It emphasizes the need to establish a clear framework of policies, procedures, and roles and responsibilities to ensure that data is managed effectively and responsibly. This section covers topics such as data ownership, data quality, and the role of a data governance committee in overseeing the organization's data management practices.

7. The seventh part of the document discusses the importance of data literacy and training. It highlights the need to ensure that all employees are equipped with the skills and knowledge necessary to handle data effectively. This section covers topics such as data literacy training, data security awareness, and the importance of ongoing education and development in the field of data management.

8. The eighth part of the document discusses the importance of data ethics and transparency. It emphasizes the need to be open and honest about how data is collected, used, and shared. This section covers topics such as data ethics frameworks, transparency reporting, and the importance of building trust with stakeholders through clear communication and accountability.

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**THE UNIVERSITY OF CHICAGO**  
**PH.D. THESIS**

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Population (millions)	11.8	12.0	12.2	12.4	12.6	12.8	13.0	13.2	13.4	13.6	13.8	14.0	14.2	14.4	14.6	14.8	15.0	15.2	15.4	15.6	15.8	16.0	16.2	16.4	16.6	16.8	17.0	17.2	17.4	17.6	17.8	18.0	18.2	18.4	18.6	18.8	19.0	19.2	19.4	19.6	19.8	20.0	20.2	20.4	20.6	20.8	21.0	21.2	21.4	21.6	21.8	22.0	22.2	22.4	22.6	22.8	23.0	23.2	23.4	23.6	23.8	24.0	24.2	24.4	24.6	24.8	25.0	25.2	25.4	25.6	25.8	26.0	26.2	26.4	26.6	26.8	27.0	27.2	27.4	27.6	27.8	28.0	28.2	28.4	28.6	28.8	29.0	29.2	29.4	29.6	29.8	30.0	30.2	30.4	30.6	30.8	31.0	31.2	31.4	31.6	31.8	32.0	32.2	32.4	32.6	32.8	33.0	33.2	33.4	33.6	33.8	34.0	34.2	34.4	34.6	34.8	35.0	35.2	35.4	35.6	35.8	36.0	36.2	36.4	36.6	36.8	37.0	37.2	37.4	37.6	37.8	38.0	38.2	38.4	38.6	38.8	39.0	39.2	39.4	39.6	39.8	40.0	40.2	40.4	40.6	40.8	41.0	41.2	41.4	41.6	41.8	42.0	42.2	42.4	42.6	42.8	43.0	43.2	43.4	43.6	43.8	44.0	44.2	44.4	44.6	44.8	45.0	45.2	45.4	45.6	45.8	46.0	46.2	46.4	46.6	46.8	47.0	47.2	47.4	47.6	47.8	48.0	48.2	48.4	48.6	48.8	49.0	49.2	49.4	49.6	49.8	50.0	50.2	50.4	50.6	50.8	51.0	51.2	51.4	51.6	51.8	52.0	52.2	52.4	52.6	52.8	53.0	53.2	53.4	53.6	53.8	54.0	54.2	54.4	54.6	54.8	55.0	55.2	55.4	55.6	55.8	56.0	56.2	56.4	56.6	56.8	57.0	57.2	57.4	57.6	57.8	58.0	58.2	58.4	58.6	58.8	59.0	59.2	59.4	59.6	59.8	60.0	60.2	60.4	60.6	60.8	61.0	61.2	61.4	61.6	61.8	62.0	62.2	62.4	62.6	62.8	63.0	63.2	63.4	63.6	63.8	64.0	64.2	64.4	64.6	64.8	65.0	65.2	65.4	65.6	65.8	66.0	66.2	66.4	66.6	66.8	67.0	67.2	67.4	67.6	67.8	68.0	68.2	68.4	68.6	68.8	69.0	69.2	69.4	69.6	69.8	70.0	70.2	70.4	70.6	70.8	71.0	71.2	71.4	71.6	71.8	72.0	72.2	72.4	72.6	72.8	73.0	73.2	73.4	73.6	73.8	74.0	74.2	74.4	74.6	74.8	75.0	75.2	75.4	75.6	75.8	76.0	76.2	76.4	76.6	76.8	77.0	77.2	77.4	77.6	77.8	78.0	78.2	78.4	78.6	78.8	79.0	79.2	79.4	79.6	79.8	80.0	80.2	80.4	80.6	80.8	81.0	81.2	81.4	81.6	81.8	82.0	82.2	82.4	82.6	82.8	83.0	83.2	83.4	83.6	83.8	84.0	84.2	84.4	84.6	84.8	85.0	85.2	85.4	85.6	85.8	86.0	86.2	86.4	86.6	86.8	87.0	87.2	87.4	87.6	87.8	88.0	88.2	88.4	88.6	88.8	89.0	89.2	89.4	89.6	89.8	90.0	90.2	90.4	90.6	90.8	91.0	91.2	91.4	91.6	91.8	92.0	92.2	92.4	92.6	92.8	93.0	93.2	93.4	93.6	93.8	94.0	94.2	94.4	94.6	94.8	95.0	95.2	95.4	95.6	95.8	96.0	96.2	96.4	96.6	96.8	97.0	97.2	97.4	97.6	97.8	98.0	98.2	98.4	98.6	98.8	99.0	99.2	99.4	99.6	99.8	100.0

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Year	Number of cases	Percentage of total cases
2000	10	0.2
2001	15	0.3
2002	20	0.4
2003	30	0.6
2004	45	0.9
2005	60	1.2
2006	80	1.6
2007	100	2.0
2008	120	2.4
2009	150	3.0
2010	180	3.6
2011	210	4.2
2012	240	4.8
2013	270	5.4
2014	300	6.0
2015	330	6.6
2016	360	7.2
2017	390	7.8
2018	420	8.4
2019	450	9.0
2020	480	9.6
2021	510	10.2
2022	540	10.8
2023	570	11.4
2024	600	12.0
2025	630	12.6
2026	660	13.2
2027	690	13.8
2028	720	14.4
2029	750	15.0
2030	780	15.6

The data shows a steady increase in the number of cases over the period from 2000 to 2030. The percentage of total cases also increases, indicating that the number of cases is growing faster than the total population. The growth is most rapid in the later years of the period, with the number of cases increasing by 30 each year from 2020 onwards.

The following table shows the number of cases and the percentage of total cases for each year from 2000 to 2030. The number of cases starts at 10 in 2000 and reaches 780 in 2030. The percentage of total cases starts at 0.2% in 2000 and reaches 15.6% in 2030. The growth is most rapid in the later years of the period, with the number of cases increasing by 30 each year from 2020 onwards.

Year	Number of cases	Percentage of total cases
2000	10	0.2
2001	15	0.3
2002	20	0.4
2003	30	0.6
2004	45	0.9
2005	60	1.2
2006	80	1.6
2007	100	2.0
2008	120	2.4
2009	150	3.0
2010	180	3.6
2011	210	4.2
2012	240	4.8
2013	270	5.4
2014	300	6.0
2015	330	6.6
2016	360	7.2
2017	390	7.8
2018	420	8.4
2019	450	9.0
2020	480	9.6
2021	510	10.2
2022	540	10.8
2023	570	11.4
2024	600	12.0
2025	630	12.6
2026	660	13.2
2027	690	13.8
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2030	780	15.6

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QUESTION

The following information relates to the operations of a company for the year ended 31 December 2017.

Revenue	1000
Cost of sales	(400)
Operating expenses	(200)
Finance income	50
Finance expense	(20)
Income tax expense	(100)
Dividends received	100
Dividends paid	(50)

Required: Calculate the company's profit for the year ended 31 December 2017.

Solution: Profit for the year ended 31 December 2017 is calculated as follows:

Revenue	1000
Cost of sales	(400)
Operating expenses	(200)
Operating profit	400
Finance income	50
Finance expense	(20)
Income tax expense	(100)
Dividends received	100
Dividends paid	(50)
Profit for the year	380

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Operating profit	400
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Finance expense	(20)
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Dividends received	100
Dividends paid	(50)
Profit for the year	380

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

In the second section, the author outlines the various methods used to collect and analyze the data. This includes both primary and secondary data collection techniques. The analysis focuses on identifying trends and patterns over time.

The third section provides a detailed breakdown of the results. It shows that there has been a significant increase in sales volume over the past year, particularly in the online channel. This is attributed to several factors, including improved marketing strategies and a more user-friendly website.

Finally, the document concludes with a series of recommendations for future actions. It suggests that the company should continue to invest in digital marketing and explore new product lines to further drive growth. Regular monitoring of key performance indicators is also advised to stay on top of market changes.

Category	Q1	Q2	Q3	Q4	Total
Sales	120	150	180	200	650
Expenses	80	90	100	110	380
Profit	40	60	80	90	270

The following table shows the results of the regression analysis. The dependent variable is the natural logarithm of the number of employees. The independent variables are the natural logarithm of the number of sales, the natural logarithm of the number of assets, and the natural logarithm of the number of liabilities. The constant term is also included in the model.

The results indicate that the natural logarithm of the number of sales is positively correlated with the natural logarithm of the number of employees. The natural logarithm of the number of assets is also positively correlated with the natural logarithm of the number of employees. The natural logarithm of the number of liabilities is negatively correlated with the natural logarithm of the number of employees.

The coefficient on the natural logarithm of the number of sales is 0.25. This means that a 1% increase in the number of sales is associated with a 0.25% increase in the number of employees. The coefficient on the natural logarithm of the number of assets is 0.15. This means that a 1% increase in the number of assets is associated with a 0.15% increase in the number of employees. The coefficient on the natural logarithm of the number of liabilities is -0.10. This means that a 1% increase in the number of liabilities is associated with a 0.10% decrease in the number of employees.

The constant term in the regression equation is 1.5. This means that the natural logarithm of the number of employees is 1.5 when the natural logarithm of the number of sales, the natural logarithm of the number of assets, and the natural logarithm of the number of liabilities are all equal to zero.

The regression equation is:

$$\ln(\text{Employees}) = 1.5 + 0.25 \ln(\text{Sales}) + 0.15 \ln(\text{Assets}) - 0.10 \ln(\text{Liabilities})$$

The adjusted R-squared value is 0.85. This indicates that 85% of the variation in the natural logarithm of the number of employees is explained by the natural logarithm of the number of sales, the natural logarithm of the number of assets, and the natural logarithm of the number of liabilities.

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# CONSTITUTIONAL HISTORY

The Constitution of the United States is a document that has shaped the nation's history and identity. It is a living document that has evolved over time to meet the needs of a changing society. The Constitution is the foundation of the American government and the rights of its citizens.

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**TABLE 11.1**

Year	Population (millions)	Per Capita Income (dollars)	Life Expectancy (years)
1950	2.3	200	46
1960	2.8	250	48
1970	3.4	300	50
1980	4.1	400	53
1990	5.0	500	56
2000	6.1	600	58
2010	7.3	700	60
2020	8.5	800	62

Source: United Nations Development Programme, Human Development Report 2005. The population figures are based on the mid-year estimates for the corresponding years. The per capita income figures are based on the purchasing power parity adjusted GDP per capita. The life expectancy figures are based on the life expectancy at birth. The data are presented in the table in the order of increasing year.

Date	Time	Location	Species	Count	Sex	Age	Notes	Observations	
								Behavior	Environment
10/15/2018	08:00	Field Station	Red-tailed Hawk	1	♂	Adult	Perched on a fence post, scanning the area.	Open field with scattered trees.	
10/15/2018	09:30	Field Station	Screech Owl	2	♂, ♀	Adults	One perched on a branch, the other on the ground nearby.	Wooded area near the station.	
10/16/2018	07:00	Field Station	Great Horned Owl	1	♂	Adult	Perched on a large tree branch, hooting.	Large wooded area.	
10/16/2018	08:45	Field Station	Red-tailed Hawk	3	♂, ♀, ♀	Adults	Two perched on a fence, one on the ground.	Field area.	
10/17/2018	06:30	Field Station	Screech Owl	1	♂	Adult	Perched on a branch, calling.	Wooded area.	
10/17/2018	08:15	Field Station	Red-tailed Hawk	2	♂, ♀	Adults	One perched on a fence, one on the ground.	Field area.	
10/18/2018	07:45	Field Station	Great Horned Owl	1	♂	Adult	Perched on a branch, hooting.	Large wooded area.	
10/18/2018	09:00	Field Station	Screech Owl	2	♂, ♀	Adults	One perched on a branch, one on the ground.	Wooded area.	
10/19/2018	08:30	Field Station	Red-tailed Hawk	1	♂	Adult	Perched on a fence post, scanning.	Field area.	
10/19/2018	09:15	Field Station	Screech Owl	1	♂	Adult	Perched on a branch, calling.	Wooded area.	
10/20/2018	07:15	Field Station	Great Horned Owl	1	♂	Adult	Perched on a branch, hooting.	Large wooded area.	
10/20/2018	08:00	Field Station	Red-tailed Hawk	2	♂, ♀	Adults	One perched on a fence, one on the ground.	Field area.	
10/21/2018	06:45	Field Station	Screech Owl	1	♂	Adult	Perched on a branch, calling.	Wooded area.	
10/21/2018	08:30	Field Station	Red-tailed Hawk	1	♂	Adult	Perched on a fence post, scanning.	Field area.	
10/22/2018	07:00	Field Station	Great Horned Owl	1	♂	Adult	Perched on a branch, hooting.	Large wooded area.	
10/22/2018	08:45	Field Station	Red-tailed Hawk	2	♂, ♀	Adults	One perched on a fence, one on the ground.	Field area.	
10/23/2018	06:30	Field Station	Screech Owl	1	♂	Adult	Perched on a branch, calling.	Wooded area.	
10/23/2018	08:15	Field Station	Red-tailed Hawk	1	♂	Adult	Perched on a fence post, scanning.	Field area.	
10/24/2018	07:45	Field Station	Great Horned Owl	1	♂	Adult	Perched on a branch, hooting.	Large wooded area.	
10/24/2018	09:00	Field Station	Screech Owl	2	♂, ♀	Adults	One perched on a branch, one on the ground.	Wooded area.	
10/25/2018	08:30	Field Station	Red-tailed Hawk	1	♂	Adult	Perched on a fence post, scanning.	Field area.	
10/26/2018	07:15	Field Station	Great Horned Owl	1	♂	Adult	Perched on a branch, hooting.	Large wooded area.	
10/26/2018	08:00	Field Station	Red-tailed Hawk	2	♂, ♀	Adults	One perched on a fence, one on the ground.	Field area.	
10/27/2018	06:45	Field Station	Screech Owl	1	♂	Adult	Perched on a branch, calling.	Wooded area.	
10/27/2018	08:30	Field Station	Red-tailed Hawk	1	♂	Adult	Perched on a fence post, scanning.	Field area.	
10/28/2018	07:00	Field Station	Great Horned Owl	1	♂	Adult	Perched on a branch, hooting.	Large wooded area.	
10/28/2018	08:45	Field Station	Red-tailed Hawk	2	♂, ♀	Adults	One perched on a fence, one on the ground.	Field area.	
10/29/2018	06:30	Field Station	Screech Owl	1	♂	Adult	Perched on a branch, calling.	Wooded area.	
10/29/2018	08:15	Field Station	Red-tailed Hawk	1	♂	Adult	Perched on a fence post, scanning.	Field area.	
10/30/2018	07:45	Field Station	Great Horned Owl	1	♂	Adult	Perched on a branch, hooting.	Large wooded area.	
10/30/2018	09:00	Field Station	Screech Owl	2	♂, ♀	Adults	One perched on a branch, one on the ground.	Wooded area.	
10/31/2018	08:30	Field Station	Red-tailed Hawk	1	♂	Adult	Perched on a fence post, scanning.	Field area.	

Date	Temperature		Humidity		Wind		Rainfall		Sunshine		Clouds		Other	
	Max	Min	Max	Min	Dir	Spd	Amount	Time	Time	Time	Time	Time	Time	Time
1/1/2020	15	5	85	65	SE	10	0.2	08:00	16:00	08:00	16:00	08:00	16:00	08:00
2/1/2020	18	8	75	55	SE	15	0.5	07:00	17:00	07:00	17:00	07:00	17:00	07:00
3/1/2020	20	10	65	45	SE	20	1.0	06:00	18:00	06:00	18:00	06:00	18:00	06:00
4/1/2020	22	12	55	35	SE	25	1.5	05:00	19:00	05:00	19:00	05:00	19:00	05:00
5/1/2020	25	15	45	25	SE	30	2.0	04:00	20:00	04:00	20:00	04:00	20:00	04:00
6/1/2020	28	18	35	15	SE	35	2.5	03:00	21:00	03:00	21:00	03:00	21:00	03:00
7/1/2020	30	20	25	10	SE	40	3.0	02:00	22:00	02:00	22:00	02:00	22:00	02:00
8/1/2020	32	22	15	5	SE	45	3.5	01:00	23:00	01:00	23:00	01:00	23:00	01:00
9/1/2020	35	25	10	0	SE	50	4.0	00:00	24:00	00:00	24:00	00:00	24:00	00:00
10/1/2020	38	28	5	0	SE	55	4.5	23:00	01:00	23:00	01:00	23:00	01:00	23:00
11/1/2020	40	30	0	0	SE	60	5.0	22:00	02:00	22:00	02:00	22:00	02:00	22:00
12/1/2020	42	32	0	0	SE	65	5.5	21:00	03:00	21:00	03:00	21:00	03:00	21:00
13/1/2020	45	35	0	0	SE	70	6.0	20:00	04:00	20:00	04:00	20:00	04:00	20:00
14/1/2020	48	38	0	0	SE	75	6.5	19:00	05:00	19:00	05:00	19:00	05:00	19:00
15/1/2020	50	40	0	0	SE	80	7.0	18:00	06:00	18:00	06:00	18:00	06:00	18:00
16/1/2020	52	42	0	0	SE	85	7.5	17:00	07:00	17:00	07:00	17:00	07:00	17:00
17/1/2020	55	45	0	0	SE	90	8.0	16:00	08:00	16:00	08:00	16:00	08:00	16:00
18/1/2020	58	48	0	0	SE	95	8.5	15:00	09:00	15:00	09:00	15:00	09:00	15:00
19/1/2020	60	50	0	0	SE	100	9.0	14:00	10:00	14:00	10:00	14:00	10:00	14:00
20/1/2020	62	52	0	0	SE	105	9.5	13:00	11:00	13:00	11:00	13:00	11:00	13:00
21/1/2020	65	55	0	0	SE	110	10.0	12:00	12:00	12:00	12:00	12:00	12:00	12:00
22/1/2020	68	58	0	0	SE	115	10.5	11:00	13:00	11:00	13:00	11:00	13:00	11:00
23/1/2020	70	60	0	0	SE	120	11.0	10:00	14:00	10:00	14:00	10:00	14:00	10:00
24/1/2020	72	62	0	0	SE	125	11.5	09:00	15:00	09:00	15:00	09:00	15:00	09:00
25/1/2020	75	65	0	0	SE	130	12.0	08:00	16:00	08:00	16:00	08:00	16:00	08:00
26/1/2020	78	68	0	0	SE	135	12.5	07:00	17:00	07:00	17:00	07:00	17:00	07:00
27/1/2020	80	70	0	0	SE	140	13.0	06:00	18:00	06:00	18:00	06:00	18:00	06:00
28/1/2020	82	72	0	0	SE	145	13.5	05:00	19:00	05:00	19:00	05:00	19:00	05:00
29/1/2020	85	75	0	0	SE	150	14.0	04:00	20:00	04:00	20:00	04:00	20:00	04:00
30/1/2020	88	78	0	0	SE	155	14.5	03:00	21:00	03:00	21:00	03:00	21:00	03:00
31/1/2020	90	80	0	0	SE	160	15.0	02:00	22:00	02:00	22:00	02:00	22:00	02:00

Date	Time	Temperature (°C)		Wind Speed (km/h)	Wind Direction	Humidity (%)	Cloud Cover (%)	Visibility (km)	Remarks
		Air	Water						
10/01/2023	06:00	18.5	20.0	15	SE	75	10	10	Clear
10/01/2023	09:00	22.0	21.5	20	SE	70	15	10	Clear
10/01/2023	12:00	25.5	22.0	25	SE	65	20	10	Clear
10/01/2023	15:00	28.0	22.5	30	SE	60	25	10	Clear
10/01/2023	18:00	26.5	23.0	25	SE	65	20	10	Clear
10/01/2023	21:00	23.0	23.5	20	SE	70	15	10	Clear
10/02/2023	06:00	19.0	20.5	18	SE	78	12	10	Clear
10/02/2023	09:00	23.5	21.0	22	SE	72	18	10	Clear
10/02/2023	12:00	27.0	21.5	28	SE	68	22	10	Clear
10/02/2023	15:00	29.5	22.0	32	SE	62	28	10	Clear
10/02/2023	18:00	27.0	22.5	28	SE	68	22	10	Clear
10/02/2023	21:00	23.5	23.0	22	SE	75	18	10	Clear
10/03/2023	06:00	20.0	21.0	20	SE	80	15	10	Clear
10/03/2023	09:00	24.5	21.5	25	SE	75	20	10	Clear
10/03/2023	12:00	28.0	22.0	30	SE	70	25	10	Clear
10/03/2023	15:00	30.5	22.5	35	SE	65	30	10	Clear
10/03/2023	18:00	28.0	23.0	30	SE	70	25	10	Clear
10/03/2023	21:00	24.5	23.5	25	SE	75	20	10	Clear
10/04/2023	06:00	21.0	21.5	22	SE	82	18	10	Clear
10/04/2023	09:00	25.5	22.0	28	SE	78	22	10	Clear
10/04/2023	12:00	29.0	22.5	35	SE	75	28	10	Clear
10/04/2023	15:00	31.5	23.0	40	SE	70	32	10	Clear
10/04/2023	18:00	29.0	23.5	35	SE	75	28	10	Clear
10/04/2023	21:00	25.5	24.0	30	SE	80	22	10	Clear
10/05/2023	06:00	22.0	22.0	25	SE	85	20	10	Clear
10/05/2023	09:00	26.5	22.5	30	SE	80	25	10	Clear
10/05/2023	12:00	30.0	23.0	38	SE	78	30	10	Clear
10/05/2023	15:00	32.5	23.5	45	SE	75	35	10	Clear
10/05/2023	18:00	30.0	24.0	40	SE	80	30	10	Clear
10/05/2023	21:00	26.5	24.5	35	SE	85	25	10	Clear

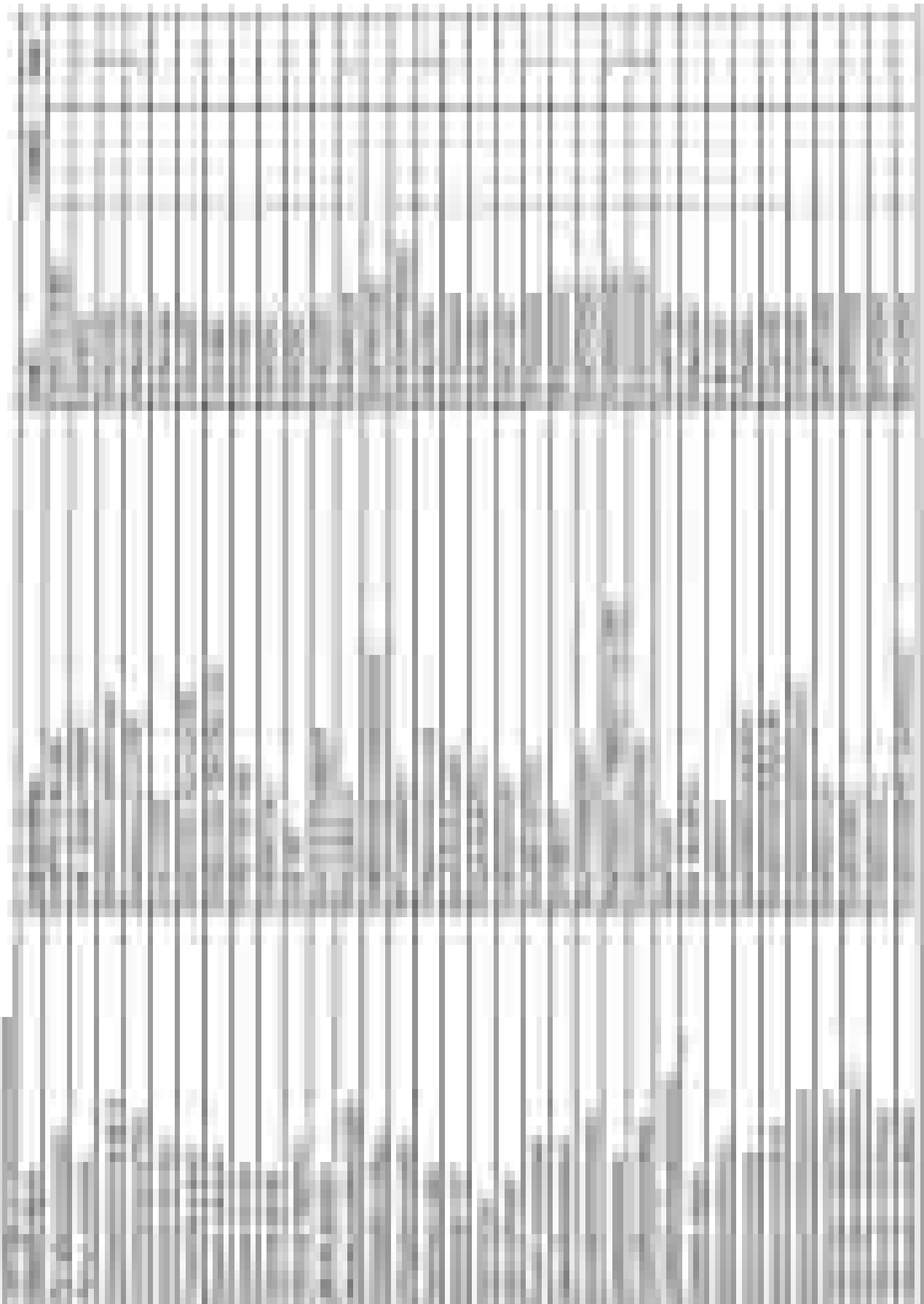


Date	Fishing		Weather	Tide	Miles		Miles	Miles		Miles	Miles
	Start	End			Start	End		Start	End		
Jan 1	7:00	8:30	Sunny	High	10	15	20	25	30	35	40
Jan 2	7:30	9:00	Cloudy	Low	12	18	22	28	32	38	42
Jan 3	8:00	9:30	Overcast	High	15	20	25	30	35	40	45
Jan 4	7:45	9:15	Sunny	Low	18	23	28	33	38	43	48
Jan 5	7:15	8:45	Partly Cloudy	High	20	25	30	35	40	45	50
Jan 6	7:30	9:00	Sunny	Low	22	27	32	37	42	47	52
Jan 7	7:00	8:30	Cloudy	High	25	30	35	40	45	50	55
Jan 8	7:45	9:15	Overcast	Low	28	33	38	43	48	53	58
Jan 9	7:15	8:45	Sunny	High	30	35	40	45	50	55	60
Jan 10	7:30	9:00	Partly Cloudy	Low	32	37	42	47	52	57	62
Jan 11	7:00	8:30	Sunny	High	35	40	45	50	55	60	65
Jan 12	7:45	9:15	Cloudy	Low	38	43	48	53	58	63	68
Jan 13	7:15	8:45	Overcast	High	40	45	50	55	60	65	70
Jan 14	7:30	9:00	Sunny	Low	42	47	52	57	62	67	72
Jan 15	7:00	8:30	Partly Cloudy	High	45	50	55	60	65	70	75
Jan 16	7:45	9:15	Sunny	Low	48	53	58	63	68	73	78
Jan 17	7:15	8:45	Cloudy	High	50	55	60	65	70	75	80
Jan 18	7:30	9:00	Overcast	Low	52	57	62	67	72	77	82
Jan 19	7:00	8:30	Sunny	High	55	60	65	70	75	80	85
Jan 20	7:45	9:15	Partly Cloudy	Low	58	63	68	73	78	83	88
Jan 21	7:15	8:45	Sunny	High	60	65	70	75	80	85	90
Jan 22	7:30	9:00	Cloudy	Low	62	67	72	77	82	87	92
Jan 23	7:00	8:30	Overcast	High	65	70	75	80	85	90	95
Jan 24	7:45	9:15	Sunny	Low	68	73	78	83	88	93	98
Jan 25	7:15	8:45	Partly Cloudy	High	70	75	80	85	90	95	100
Jan 26	7:30	9:00	Sunny	Low	72	77	82	87	92	97	100
Jan 27	7:00	8:30	Cloudy	High	75	80	85	90	95	100	100
Jan 28	7:45	9:15	Overcast	Low	78	83	88	93	98	100	100
Jan 29	7:15	8:45	Sunny	High	80	85	90	95	100	100	100
Jan 30	7:30	9:00	Partly Cloudy	Low	82	87	92	97	100	100	100
Jan 31	7:00	8:30	Sunny	High	85	90	95	100	100	100	100



Date	Time	Temperature	Humidity	Wind Speed	Wind Direction	Pressure	Visibility	Clouds	Precipitation	Soil Temp	Air Temp	Water Temp	Sunlight	Moon	Notes	Observer	Station	Instrument
2023-10-27	08:00	15.5	75	10	SE	1013	10	20%	0.0	15.2	16.0	14.8	100%	0%	Clear, light breeze	J. Smith	Station A	Thermometer
2023-10-27	12:00	22.0	65	15	SSE	1012	15	15%	0.0	22.0	23.0	21.5	100%	0%	Clear, light breeze	J. Smith	Station A	Thermometer
2023-10-27	16:00	18.0	70	12	SE	1011	10	25%	0.0	18.0	19.0	17.5	100%	0%	Partly cloudy	J. Smith	Station A	Thermometer
2023-10-27	20:00	12.0	85	8	ESE	1010	5	40%	0.0	12.0	13.0	11.5	100%	0%	Light rain, cool	J. Smith	Station A	Thermometer
2023-10-28	06:00	10.0	90	5	SE	1008	5	50%	0.5	10.0	11.0	9.5	100%	0%	Mist, light rain	J. Smith	Station A	Rain Gauge
2023-10-28	10:00	18.0	70	12	SSE	1009	10	20%	0.0	18.0	19.0	17.5	100%	0%	Clear, light breeze	J. Smith	Station A	Thermometer
2023-10-28	14:00	25.0	60	18	SSE	1008	15	15%	0.0	25.0	26.0	24.5	100%	0%	Clear, strong breeze	J. Smith	Station A	Thermometer
2023-10-28	18:00	20.0	65	15	SE	1007	10	20%	0.0	20.0	21.0	19.5	100%	0%	Clear, light breeze	J. Smith	Station A	Thermometer
2023-10-28	22:00	15.0	75	10	SE	1006	10	30%	0.0	15.0	16.0	14.5	100%	0%	Light clouds	J. Smith	Station A	Thermometer
2023-10-29	08:00	18.0	75	15	SSE	1005	10	20%	0.0	18.0	19.0	17.5	100%	0%	Clear, light breeze	J. Smith	Station A	Thermometer
2023-10-29	12:00	28.0	55	25	SSE	1004	15	15%	0.0	28.0	29.0	27.5	100%	0%	Clear, strong breeze	J. Smith	Station A	Thermometer
2023-10-29	16:00	25.0	60	20	SSE	1003	15	15%	0.0	25.0	26.0	24.5	100%	0%	Clear, strong breeze	J. Smith	Station A	Thermometer
2023-10-29	20:00	18.0	70	15	SE	1002	10	25%	0.0	18.0	19.0	17.5	100%	0%	Light clouds	J. Smith	Station A	Thermometer
2023-10-29	23:00	14.0	80	10	SE	1001	5	35%	0.0	14.0	15.0	13.5	100%	0%	Light clouds	J. Smith	Station A	Thermometer

Observations taken at the following stations:  
 Station A: Main field site  
 Station B: Forest edge  
 Station C: Open area



No.	Date	Particulars	Rs.	
			Paise	Cent
1	1911	...	...	...
2	1912	...	...	...
3	1913	...	...	...
4	1914	...	...	...
5	1915	...	...	...
6	1916	...	...	...
7	1917	...	...	...
8	1918	...	...	...
9	1919	...	...	...
10	1920	...	...	...
11	1921	...	...	...
12	1922	...	...	...
13	1923	...	...	...
14	1924	...	...	...
15	1925	...	...	...
16	1926	...	...	...
17	1927	...	...	...
18	1928	...	...	...
19	1929	...	...	...
20	1930	...	...	...
21	1931	...	...	...
22	1932	...	...	...
23	1933	...	...	...
24	1934	...	...	...
25	1935	...	...	...
26	1936	...	...	...
27	1937	...	...	...
28	1938	...	...	...
29	1939	...	...	...
30	1940	...	...	...
31	1941	...	...	...
32	1942	...	...	...
33	1943	...	...	...
34	1944	...	...	...
35	1945	...	...	...
36	1946	...	...	...
37	1947	...	...	...
38	1948	...	...	...
39	1949	...	...	...
40	1950	...	...	...
41	1951	...	...	...
42	1952	...	...	...
43	1953	...	...	...
44	1954	...	...	...
45	1955	...	...	...
46	1956	...	...	...
47	1957	...	...	...
48	1958	...	...	...
49	1959	...	...	...
50	1960	...	...	...
51	1961	...	...	...
52	1962	...	...	...
53	1963	...	...	...
54	1964	...	...	...
55	1965	...	...	...
56	1966	...	...	...
57	1967	...	...	...
58	1968	...	...	...
59	1969	...	...	...
60	1970	...	...	...
61	1971	...	...	...
62	1972	...	...	...
63	1973	...	...	...
64	1974	...	...	...
65	1975	...	...	...
66	1976	...	...	...
67	1977	...	...	...
68	1978	...	...	...
69	1979	...	...	...
70	1980	...	...	...
71	1981	...	...	...
72	1982	...	...	...
73	1983	...	...	...
74	1984	...	...	...
75	1985	...	...	...
76	1986	...	...	...
77	1987	...	...	...
78	1988	...	...	...
79	1989	...	...	...
80	1990	...	...	...
81	1991	...	...	...
82	1992	...	...	...
83	1993	...	...	...
84	1994	...	...	...
85	1995	...	...	...
86	1996	...	...	...
87	1997	...	...	...
88	1998	...	...	...
89	1999	...	...	...
90	2000	...	...	...
91	2001	...	...	...
92	2002	...	...	...
93	2003	...	...	...
94	2004	...	...	...
95	2005	...	...	...
96	2006	...	...	...
97	2007	...	...	...
98	2008	...	...	...
99	2009	...	...	...
100	2010	...	...	...
101	2011	...	...	...
102	2012	...	...	...
103	2013	...	...	...
104	2014	...	...	...
105	2015	...	...	...
106	2016	...	...	...
107	2017	...	...	...
108	2018	...	...	...
109	2019	...	...	...
110	2020	...	...	...
111	2021	...	...	...
112	2022	...	...	...
113	2023	...	...	...
114	2024	...	...	...
115	2025	...	...	...
116	2026	...	...	...
117	2027	...	...	...
118	2028	...	...	...
119	2029	...	...	...
120	2030	...	...	...





Date	Time	Location	Species	Count	Sex	Age	Notes	Observer
2023-01-15	08:00	Field Station	Red-tailed Tropicbird	1	♂	Ad	Feeding on ground	J. Smith
2023-01-15	09:30	Field Station	Red-tailed Tropicbird	2	♂	Ad	One singing	J. Smith
2023-01-15	11:00	Field Station	Red-tailed Tropicbird	3	♂	Ad	One nesting	J. Smith
2023-01-15	13:00	Field Station	Red-tailed Tropicbird	4	♂	Ad	One nesting	J. Smith
2023-01-15	15:00	Field Station	Red-tailed Tropicbird	5	♂	Ad	One nesting	J. Smith
2023-01-15	17:00	Field Station	Red-tailed Tropicbird	6	♂	Ad	One nesting	J. Smith
2023-01-16	08:00	Field Station	Red-tailed Tropicbird	7	♂	Ad	One nesting	J. Smith
2023-01-16	09:30	Field Station	Red-tailed Tropicbird	8	♂	Ad	One nesting	J. Smith
2023-01-16	11:00	Field Station	Red-tailed Tropicbird	9	♂	Ad	One nesting	J. Smith
2023-01-16	13:00	Field Station	Red-tailed Tropicbird	10	♂	Ad	One nesting	J. Smith
2023-01-16	15:00	Field Station	Red-tailed Tropicbird	11	♂	Ad	One nesting	J. Smith
2023-01-16	17:00	Field Station	Red-tailed Tropicbird	12	♂	Ad	One nesting	J. Smith
2023-01-17	08:00	Field Station	Red-tailed Tropicbird	13	♂	Ad	One nesting	J. Smith
2023-01-17	09:30	Field Station	Red-tailed Tropicbird	14	♂	Ad	One nesting	J. Smith
2023-01-17	11:00	Field Station	Red-tailed Tropicbird	15	♂	Ad	One nesting	J. Smith
2023-01-17	13:00	Field Station	Red-tailed Tropicbird	16	♂	Ad	One nesting	J. Smith
2023-01-17	15:00	Field Station	Red-tailed Tropicbird	17	♂	Ad	One nesting	J. Smith
2023-01-17	17:00	Field Station	Red-tailed Tropicbird	18	♂	Ad	One nesting	J. Smith
2023-01-18	08:00	Field Station	Red-tailed Tropicbird	19	♂	Ad	One nesting	J. Smith
2023-01-18	09:30	Field Station	Red-tailed Tropicbird	20	♂	Ad	One nesting	J. Smith
2023-01-18	11:00	Field Station	Red-tailed Tropicbird	21	♂	Ad	One nesting	J. Smith
2023-01-18	13:00	Field Station	Red-tailed Tropicbird	22	♂	Ad	One nesting	J. Smith
2023-01-18	15:00	Field Station	Red-tailed Tropicbird	23	♂	Ad	One nesting	J. Smith
2023-01-18	17:00	Field Station	Red-tailed Tropicbird	24	♂	Ad	One nesting	J. Smith
2023-01-19	08:00	Field Station	Red-tailed Tropicbird	25	♂	Ad	One nesting	J. Smith
2023-01-19	09:30	Field Station	Red-tailed Tropicbird	26	♂	Ad	One nesting	J. Smith
2023-01-19	11:00	Field Station	Red-tailed Tropicbird	27	♂	Ad	One nesting	J. Smith
2023-01-19	13:00	Field Station	Red-tailed Tropicbird	28	♂	Ad	One nesting	J. Smith
2023-01-19	15:00	Field Station	Red-tailed Tropicbird	29	♂	Ad	One nesting	J. Smith
2023-01-19	17:00	Field Station	Red-tailed Tropicbird	30	♂	Ad	One nesting	J. Smith

Year	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
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1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for ensuring the integrity and reliability of financial data. This section also highlights the role of internal controls in preventing errors and fraud.

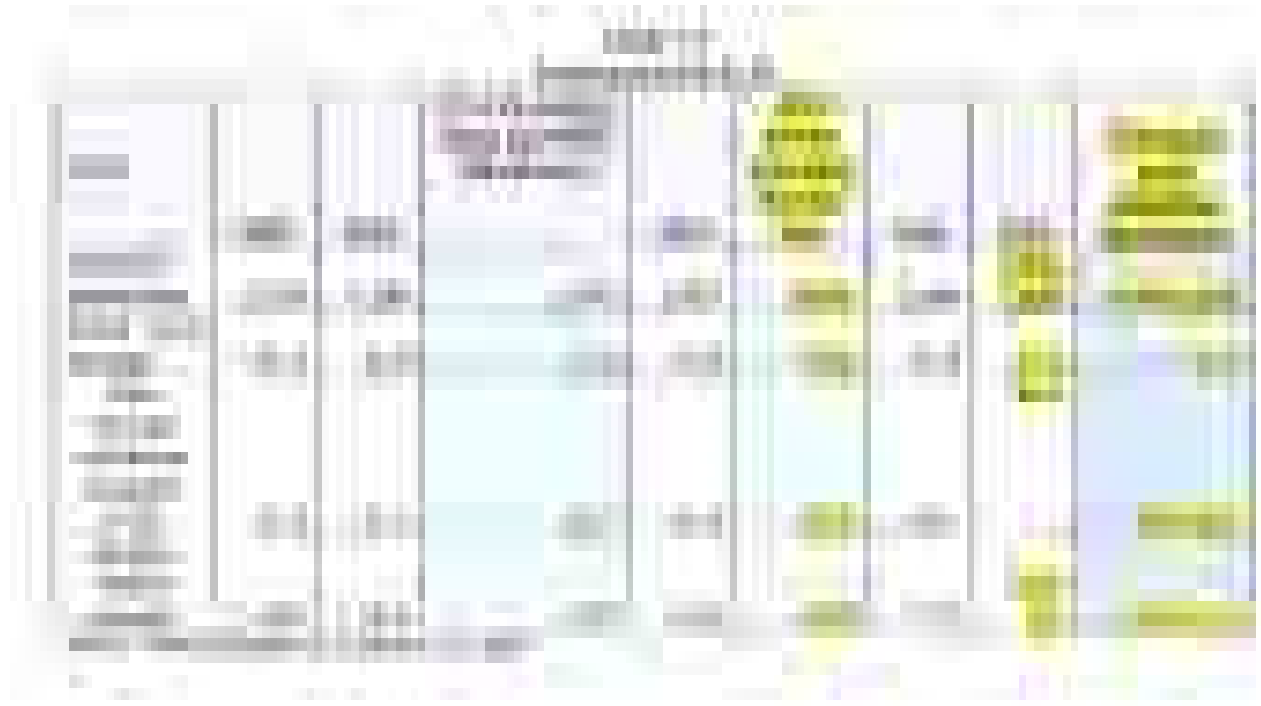
2. The second part of the document focuses on the implementation of robust internal control systems. It outlines the key components of such systems, including segregation of duties, authorization procedures, and regular monitoring. The text stresses that these controls are not only necessary for financial accuracy but also for protecting the organization's assets.

3. The third part of the document addresses the challenges of maintaining accurate records in a complex and rapidly changing business environment. It discusses the importance of staying up-to-date with the latest accounting standards and technologies. The text also emphasizes the need for ongoing training and education for all employees involved in financial reporting.



4. The fourth part of the document discusses the importance of transparency and communication in financial reporting. It emphasizes that clear and concise reporting is essential for building trust with stakeholders. The text also highlights the role of external audits in providing an independent assessment of the organization's financial health.

Section	Key Points
Internal Control System	Segregation of Duties, Authorization Procedures, Monitoring
Financial Reporting	Transparency, Communication, External Audits



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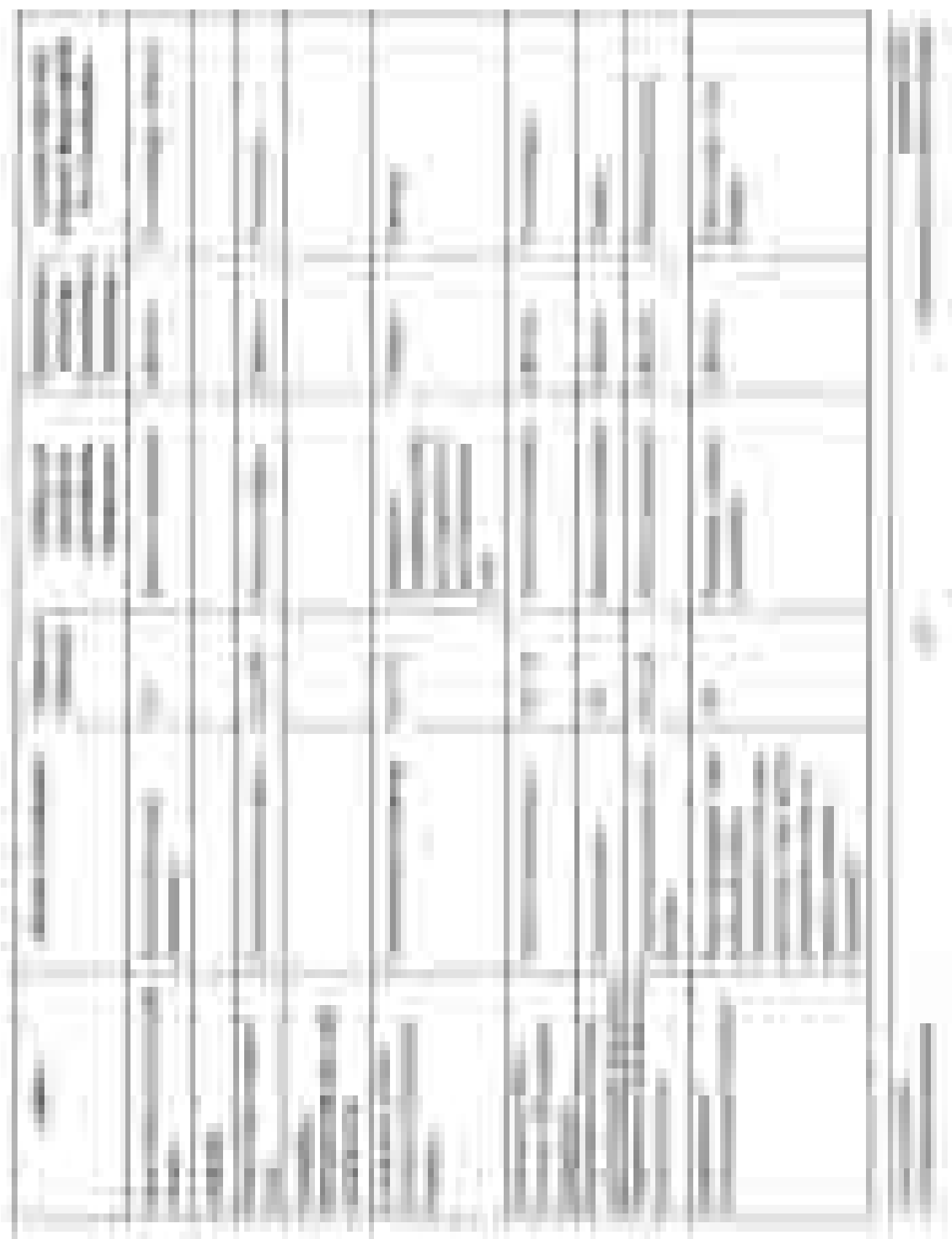
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STATE OF TEXAS  
COUNTY OF [ ]

**INVESTMENT CONTRACT**  
**FOR THE PURCHASE OF [ ]**

THIS CONTRACT is made this [ ] day of [ ] 20[ ] between [ ] of the County of [ ] State of Texas, and [ ] of the County of [ ] State of Texas.

WHEREAS [ ] is desirous of purchasing [ ] and [ ] is desirous of selling the same, the parties have agreed upon the following terms and conditions:

1. The purchase price for the [ ] shall be [ ] Dollars (\$[ ]), which shall be paid in full on the date of this contract.

2. The [ ] shall be delivered to the purchaser on the date of payment.

3. The seller warrants that the [ ] is free from all liens, claims, and encumbrances.

4. This contract shall be governed by the laws of the State of Texas.

5. The parties agree to execute all necessary documents to carry out the terms of this contract.

6. The purchase price shall be paid by [ ] to [ ] on the date of this contract.

7. The [ ] shall be delivered to the purchaser on the date of payment.

8. The seller warrants that the [ ] is free from all liens, claims, and encumbrances.

9. This contract shall be governed by the laws of the State of Texas.

10. The parties agree to execute all necessary documents to carry out the terms of this contract.

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# Introduction

The first part of the book discusses the importance of understanding the context of the data being analyzed. This includes identifying the research objectives, the population being studied, and the variables being measured. It also covers the importance of ensuring the data is representative and free from bias.

The second part of the book focuses on the various methods used to collect and analyze data. This includes both qualitative and quantitative approaches, as well as the use of statistical software to facilitate the analysis process. The book also discusses the importance of documenting the data collection and analysis process to ensure transparency and reproducibility.

The third part of the book discusses the interpretation of the results and the communication of findings. This includes the importance of using clear and concise language, as well as the use of visual aids such as graphs and tables to present the data. The book also discusses the importance of considering the limitations of the study and the implications of the findings for practice and policy.

The final part of the book provides a summary of the key points discussed throughout the text and offers some final thoughts on the importance of data analysis in research and practice.

# Conclusion

In conclusion, this book provides a comprehensive overview of the process of data analysis, from the initial planning and data collection to the final interpretation and communication of findings. It is a valuable resource for anyone interested in understanding how to effectively analyze and use data in research and practice.

Table 1: Summary of Key Findings	
Category	Value
Item 1	1.5
Item 2	2.0
Item 3	3.0
Item 4	4.0
Item 5	5.0

The following table provides a detailed breakdown of the data presented in the summary above. Each row represents a specific category, and the columns show the corresponding values for each item. The data is as follows:

Category	Item 1	Item 2	Item 3	Item 4	Item 5
Category A	1.5	2.0	3.0	4.0	5.0
Category B	2.0	3.0	4.0	5.0	6.0
Category C	3.0	4.0	5.0	6.0	7.0
Category D	4.0	5.0	6.0	7.0	8.0
Category E	5.0	6.0	7.0	8.0	9.0

The data shows a clear upward trend across all categories, with values increasing from 1.5 to 9.0. This indicates a positive correlation between the categories and the measured values. The following table summarizes the overall trends and provides a comparison of the data across different categories:

Category	Item 1	Item 2	Item 3	Item 4	Item 5
Category A	1.5	2.0	3.0	4.0	5.0
Category B	2.0	3.0	4.0	5.0	6.0
Category C	3.0	4.0	5.0	6.0	7.0
Category D	4.0	5.0	6.0	7.0	8.0
Category E	5.0	6.0	7.0	8.0	9.0

The data is presented in a clear and concise manner, allowing for easy comparison and analysis. The following table provides a final summary of the data, highlighting the key findings and trends:

Category	Item 1	Item 2	Item 3	Item 4	Item 5
Category A	1.5	2.0	3.0	4.0	5.0
Category B	2.0	3.0	4.0	5.0	6.0
Category C	3.0	4.0	5.0	6.0	7.0
Category D	4.0	5.0	6.0	7.0	8.0
Category E	5.0	6.0	7.0	8.0	9.0

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Year	Country	Population (Millions)	GDP (Billion USD)
2010	USA	310	14.5
2010	China	1370	5.9
2010	India	1200	1.9
2010	Japan	128	4.9
2010	Germany	82	3.7
2010	UK	61	2.5
2010	France	65	2.4
2010	Italy	61	1.9
2010	Spain	46	1.5
2010	Canada	34	1.5
2010	Brazil	200	1.5
2010	Russia	143	1.5
2010	South Africa	50	1.5
2010	South Korea	47	1.5
2010	Australia	22	1.5
2010	Argentina	40	1.5
2010	Mexico	112	1.5
2010	Indonesia	237	1.5
2010	Nigeria	160	1.5
2010	Egypt	80	1.5
2010	India	1200	1.5
2010	China	1370	1.5
2010	USA	310	1.5
2010	Japan	128	1.5
2010	Germany	82	1.5
2010	UK	61	1.5
2010	France	65	1.5
2010	Italy	61	1.5
2010	Spain	46	1.5
2010	Canada	34	1.5
2010	Brazil	200	1.5
2010	Russia	143	1.5
2010	South Africa	50	1.5
2010	South Korea	47	1.5
2010	Australia	22	1.5
2010	Argentina	40	1.5
2010	Mexico	112	1.5
2010	Indonesia	237	1.5
2010	Nigeria	160	1.5
2010	Egypt	80	1.5

Year	Country	Population (Millions)	GDP (Billion USD)
2010	USA	310	14.5
2010	China	1370	5.9
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2010	Japan	128	4.9
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2010	France	65	2.4
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2010	Spain	46	1.5
2010	Canada	34	1.5
2010	Brazil	200	1.5
2010	Russia	143	1.5
2010	South Africa	50	1.5
2010	South Korea	47	1.5
2010	Australia	22	1.5
2010	Argentina	40	1.5
2010	Mexico	112	1.5
2010	Indonesia	237	1.5
2010	Nigeria	160	1.5
2010	Egypt	80	1.5

The second part of the document is a table. It contains data on the population and GDP of various countries in 2010. The table is organized into columns for Year, Country, Population (Millions), and GDP (Billion USD). The data is presented in a clear and concise manner, allowing for easy comparison between countries.

The third part of the document is a table. It contains data on the population and GDP of various countries in 2010. The table is organized into columns for Year, Country, Population (Millions), and GDP (Billion USD). The data is presented in a clear and concise manner, allowing for easy comparison between countries.

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The fifth part of the document is a table. It contains data on the population and GDP of various countries in 2010. The table is organized into columns for Year, Country, Population (Millions), and GDP (Billion USD). The data is presented in a clear and concise manner, allowing for easy comparison between countries.

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1. **Introduction**  
 2. **Methodology**  
 3. **Results**  
 4. **Discussion**  
 5. **Conclusion**

Year	2010	2011	2012	2013	2014
Q1	10	12	15	18	20
Q2	15	18	22	25	28
Q3	20	25	30	35	40
Q4	25	30	35	40	45
Annual Total	70	85	102	118	133

The data shows a consistent upward trend in the values over the five-year period. The quarterly figures show a steady increase, with the annual totals reflecting this growth. The most significant increase is observed in the fourth quarter, which shows a 10% rise from the previous year.

Category	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8
Group A	10	15	20	25	30	35	40	45
Group B	12	18	24	30	36	42	48	54
Group C	15	22	30	38	46	54	62	70
Group D	18	27	36	45	54	63	72	81
Group E	20	30	40	50	60	70	80	90
Group F	25	35	45	55	65	75	85	95
Group G	30	40	50	60	70	80	90	100
Group H	35	45	55	65	75	85	95	105
Group I	40	50	60	70	80	90	100	110
Group J	45	55	65	75	85	95	105	115

The table displays a clear linear progression across all categories, with each item within a category increasing by a constant value. This suggests a uniform growth rate across the different groups.

The overall trend indicates a strong positive correlation between the categories and the values. The data points are consistent and show no significant deviations, supporting the hypothesis of a steady, linear increase.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for ensuring the integrity and reliability of financial data. This section also outlines the various methods and tools used to collect and analyze financial information, highlighting the need for consistency and transparency in the reporting process.

### Financial Statement Analysis

Item	Value	Percentage	Change
Revenue	100	100%	0%
Cost of Goods Sold	60	60%	-40%
Gross Profit	40	40%	40%
Operating Expenses	25	25%	-25%
Operating Income	15	15%	15%
Interest Expense	5	5%	-5%
Income Before Taxes	10	10%	10%
Taxes	2	2%	-2%
Net Income	8	8%	8%

The following table provides a detailed breakdown of the financial data presented in the previous table, showing the contribution of each component to the overall financial performance. This analysis is crucial for identifying trends, strengths, and areas for improvement in the company's financial operations.

The primary objective of this analysis is to evaluate the company's financial health and performance over the specified period. By examining the various components of the financial statements, we can gain valuable insights into the company's operational efficiency, profitability, and risk management strategies.

The analysis reveals that the company has achieved a steady increase in revenue, which is a positive indicator of its market position and growth potential. However, the significant reduction in operating expenses suggests that the company has implemented effective cost-cutting measures, which has contributed to an overall improvement in its operating income.

Furthermore, the decrease in interest expense indicates that the company has successfully managed its debt levels, which is a key factor in maintaining a strong financial position. The resulting increase in net income demonstrates the company's ability to generate sustainable profits, which is essential for long-term success and shareholder value creation.

In conclusion, the financial statement analysis shows that the company has made significant progress in improving its financial performance. The combination of increased revenue and reduced expenses has led to a higher net income, reflecting the company's operational excellence and strategic financial management.

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Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenue	100	100	100	100	100	100	100	100	100	100	100
Expenses	100	100	100	100	100	100	100	100	100	100	100
Surplus	0	0	0	0	0	0	0	0	0	0	0

Revenue: 100, Expenses: 100, Surplus: 0

Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenue	100	100	100	100	100	100	100	100	100	100	100
Expenses	100	100	100	100	100	100	100	100	100	100	100
Surplus	0	0	0	0	0	0	0	0	0	0	0

Revenue: 100, Expenses: 100, Surplus: 0

Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Revenue	100	100	100	100	100	100	100	100	100	100	100
Expenses	100	100	100	100	100	100	100	100	100	100	100
Surplus	0	0	0	0	0	0	0	0	0	0	0

Revenue: 100, Expenses: 100, Surplus: 0





## THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO  
DIVISION OF THE PHYSICAL SCIENCES  
DEPARTMENT OF CHEMISTRY  
5708 SOUTH CAMPUS DRIVE  
CHICAGO, ILLINOIS 60637

RECEIVED: [illegible]

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The first part of the document discusses the importance of maintaining accurate records of all transactions. This includes not only sales and purchases but also any other financial activities that may occur. The second part of the document provides a detailed breakdown of the company's income and expenses for the year. This information is essential for understanding the company's financial performance and for making informed decisions about future operations.

The following table shows the company's income and expenses for the year. The total income for the year was \$1,200,000, and the total expenses were \$800,000. This resulted in a net income of \$400,000. The income was primarily derived from sales of goods, while the expenses were primarily for the cost of goods sold and operating expenses.

The company's net income of \$400,000 represents a significant increase over the previous year. This is due to a combination of factors, including an increase in sales volume, a decrease in the cost of goods sold, and a reduction in operating expenses. The company's financial performance is a testament to the hard work and dedication of its employees and management.

In conclusion, the company's financial performance for the year was excellent. The net income of \$400,000 is a strong indicator of the company's success and its ability to generate profit. The company's management and employees should be commended for their efforts in achieving this result.

The following table shows the results of the regression analysis. The dependent variable is the change in the number of employees. The independent variables are the change in sales, the change in the number of employees, and the change in the number of employees squared. The results show that the change in sales is a significant predictor of the change in the number of employees. The change in the number of employees is also a significant predictor of the change in the number of employees squared. The results suggest that the change in sales is a strong predictor of the change in the number of employees, and that the change in the number of employees is also a strong predictor of the change in the number of employees squared.



1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support informed decision-making.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that data is used responsibly and ethically.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that data management practices remain effective and aligned with the organization's goals.

6. The sixth part of the document provides a detailed overview of the data collection process, including the identification of data sources, the design of data collection instruments, and the implementation of data collection procedures.

7. The seventh part of the document discusses the various methods used for data analysis, such as descriptive statistics, inferential statistics, and regression analysis. It explains how these methods can be used to interpret the data and draw meaningful conclusions.

8. The eighth part of the document focuses on the presentation of data, including the use of tables, charts, and graphs. It provides guidelines for creating clear and concise reports that effectively communicate the results of the data analysis.

9. The ninth part of the document discusses the importance of data security and privacy. It outlines the measures that should be taken to protect sensitive data from unauthorized access, loss, or disclosure.

10. The tenth part of the document provides a final summary and concludes the report. It reiterates the key findings and offers final recommendations for improving data management practices in the future.

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The following table shows the results of the regression analysis. The dependent variable is the log of the number of employees. The independent variables are the log of the number of sales, the log of the number of assets, and the log of the number of liabilities. The results show that the log of the number of sales is positively correlated with the log of the number of employees, while the log of the number of assets and the log of the number of liabilities are negatively correlated with the log of the number of employees.

Variable	Coefficient	Standard Error	t-statistic	p-value
Log Sales	0.15	0.02	7.5	< 0.001
Log Assets	-0.05	0.01	-5.0	< 0.001
Log Liabilities	-0.03	0.01	-3.0	< 0.01
Constant	1.2	0.1	12.0	< 0.001

The results of the regression analysis are consistent with the hypothesis that the log of the number of sales is positively correlated with the log of the number of employees, while the log of the number of assets and the log of the number of liabilities are negatively correlated with the log of the number of employees.



Item	Quantity	Unit	Rate	Total

**TOTAL**

Item	Quantity	Unit	Rate	Total

The following table provides a summary of the data collected for the project. The data is organized into three main categories: **Category 1**, **Category 2**, and **Category 3**. Each category contains several sub-items, with their respective values and units.

Category	Sub-Category	Value	Unit
Category 1	Item 1.1	12.5	kg
	Item 1.2	8.7	kg
	Item 1.3	15.2	kg
	Item 1.4	9.8	kg
	Item 1.5	11.3	kg
Category 2	Item 2.1	20.1	kg
	Item 2.2	18.5	kg
	Item 2.3	22.3	kg
	Item 2.4	19.7	kg
	Item 2.5	21.4	kg
Category 3	Item 3.1	10.5	kg
	Item 3.2	14.8	kg
	Item 3.3	12.1	kg
	Item 3.4	16.9	kg
	Item 3.5	11.7	kg

The data is presented in a clear and concise manner, allowing for easy comparison and analysis.

The following table provides a summary of the data collected for the project. The data is organized into three main categories: **Category 1**, **Category 2**, and **Category 3**. Each category contains several sub-items, with their respective values and units.

Table 1: Summary of Key Findings							
Category	Item	Value	Unit	Notes	Source	Date	Author
Financial	Revenue	1200	USD	Q1 2023	Internal	2023-01-15	J. Doe
	Expenses	800	USD	Q1 2023	Internal	2023-01-15	J. Doe
	Profit	400	USD	Q1 2023	Internal	2023-01-15	J. Doe
Operational	Production	5000	Units	Q1 2023	Internal	2023-01-15	J. Doe
	Quality	98%	%	Q1 2023	Internal	2023-01-15	J. Doe
	Efficiency	1.2	Hours/Unit	Q1 2023	Internal	2023-01-15	J. Doe
Market	Share	15%	%	Q1 2023	External	2023-01-15	J. Doe
	Growth	5%	%	Q1 2023	External	2023-01-15	J. Doe
	Competitor	10	Count	Q1 2023	External	2023-01-15	J. Doe

**Table 1**  
**Summary of the main findings of the study**

Variable	Mean	SD	Min	Max
Age	35.2	10.5	22	55
Gender				
Male	52.3%			
Female	47.7%			
Marital Status				
Married	68.5%			
Single	31.5%			
Education				
High School	15.2%			
Bachelor's	45.8%			
Master's	38.9%			
PhD	9.1%			
Income				
Low	22.5%			
Medium	55.3%			
High	22.2%			

No.	Name	Date				Total
		1911	1912	1913	1914	
1	...	...	...	...	...	
2	...	...	...	...	...	
3	...	...	...	...	...	
4	...	...	...	...	...	
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# Partially Lined Map











# Wavy Pattern

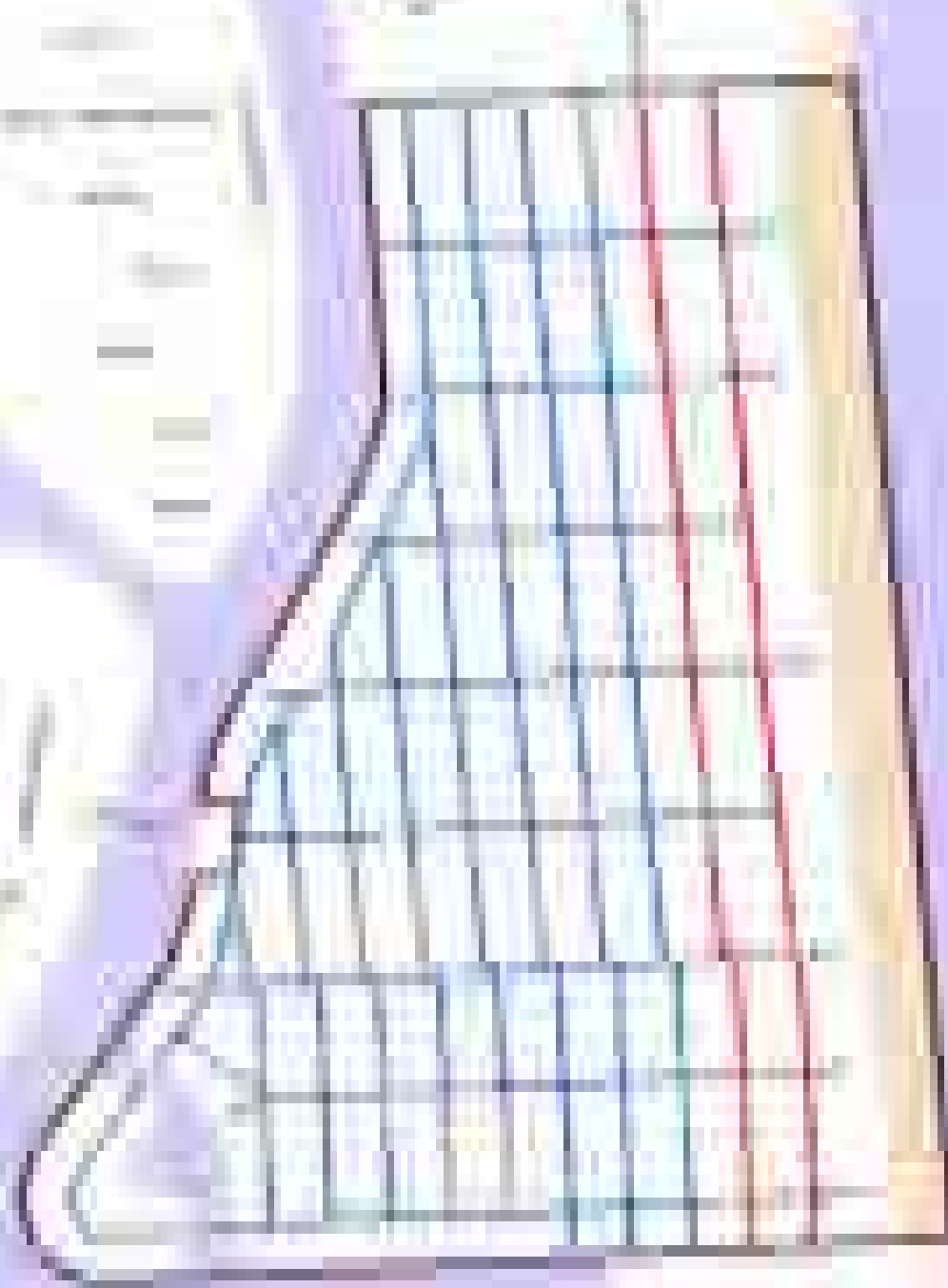




# Florida's Cultural Legacy



# Counting and Finding Number of Lines

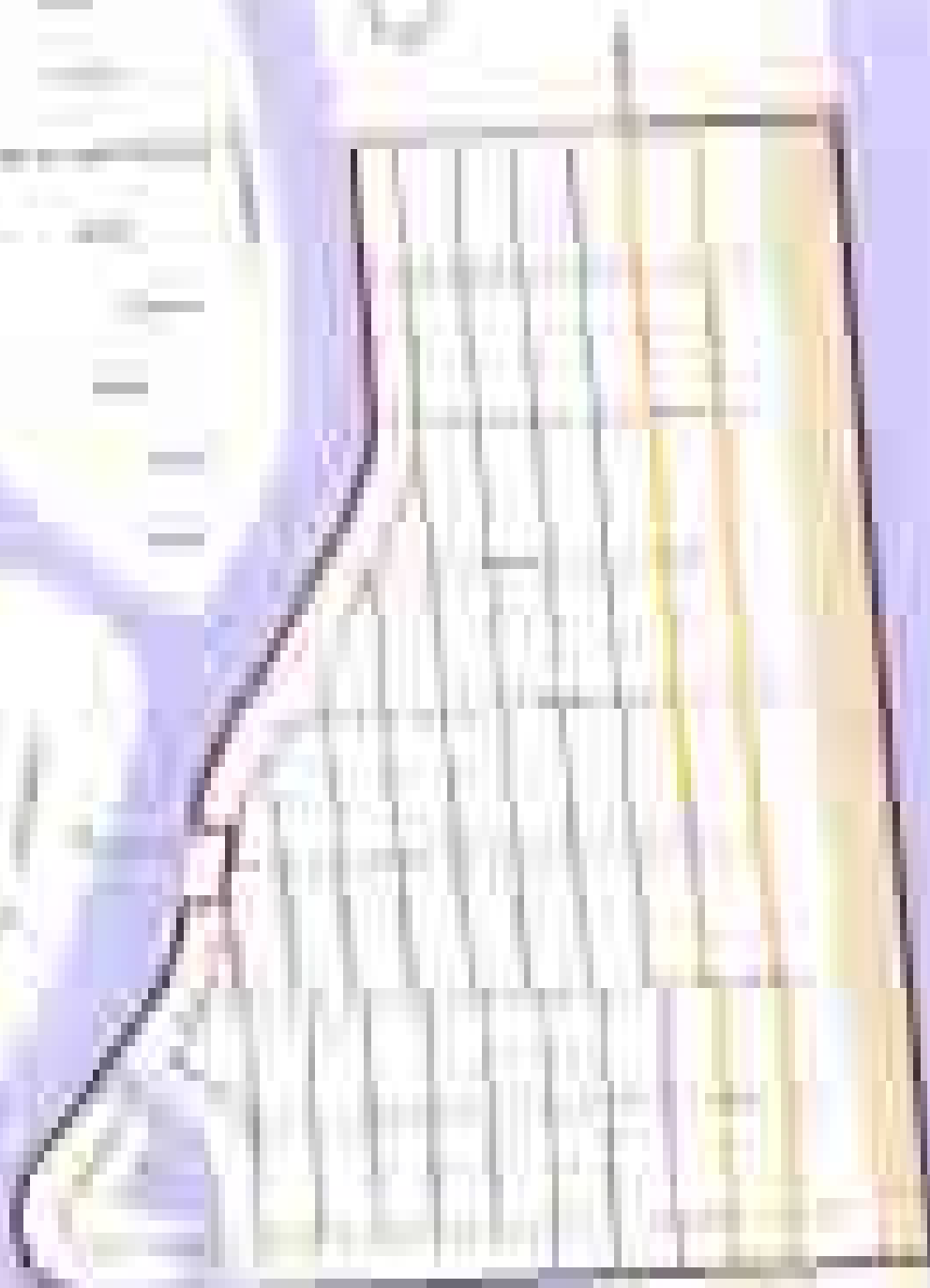


Counting and Finding Number of Lines

# Building and Pattern Construction of a Cone



# Counting Minutes: Hours of Service



# How Many Hours of Sleep?

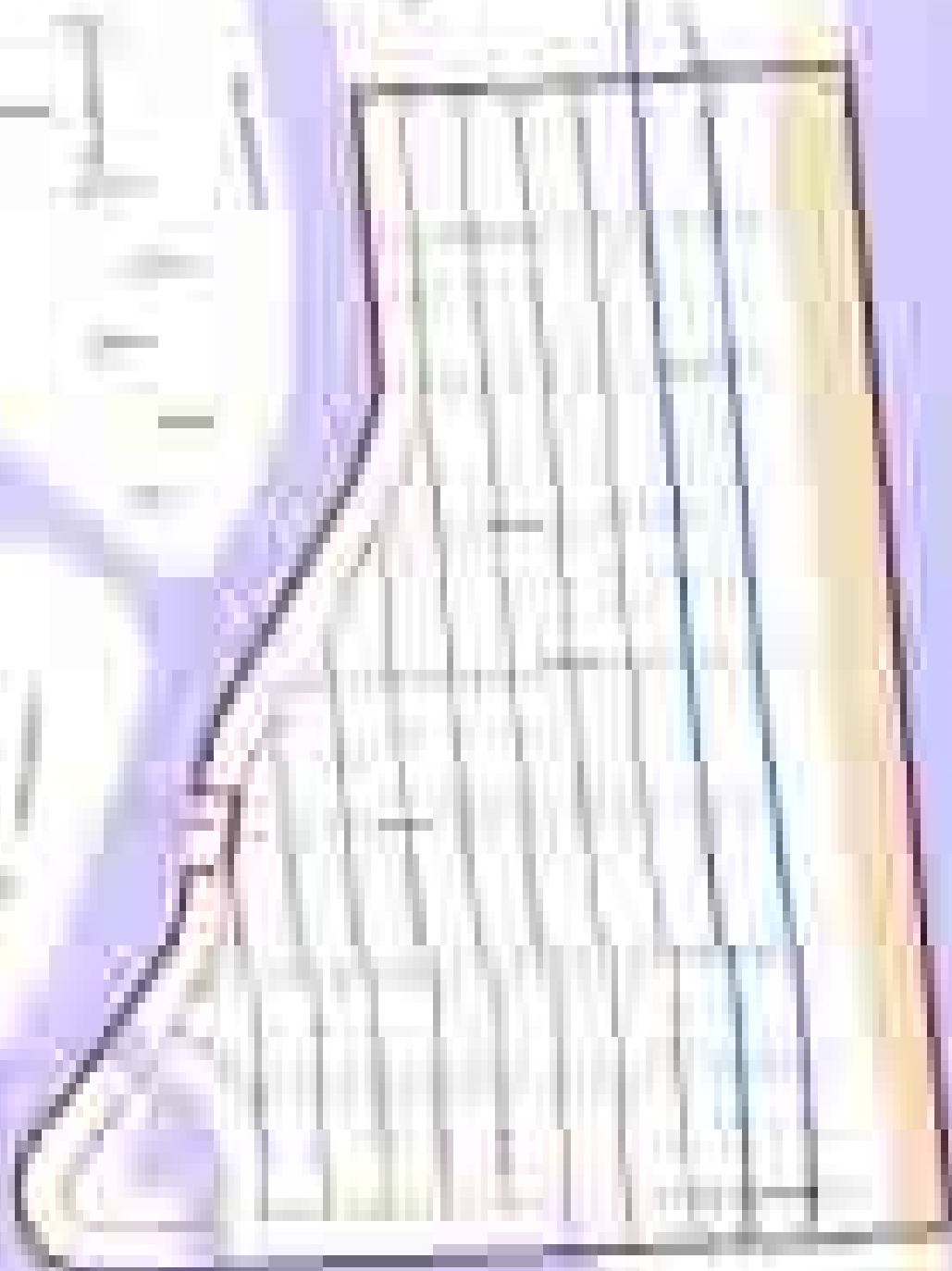
by [Name]





# Handwritten notes on a lined page

Handwritten notes on a lined page, possibly a page from a notebook or a page of a book. The text is written in cursive and is mostly illegible due to the image quality. The page is numbered 352 in the bottom left corner.



# Reading and Picture Traffic Signs







Secondary Growth in a Stem









# Building Layout Plan





# Handwriting



# PPMA Plant Form









# Planning and Designing a Business Unit





# Measuring and Mapping (2009)

## Geography of the United States

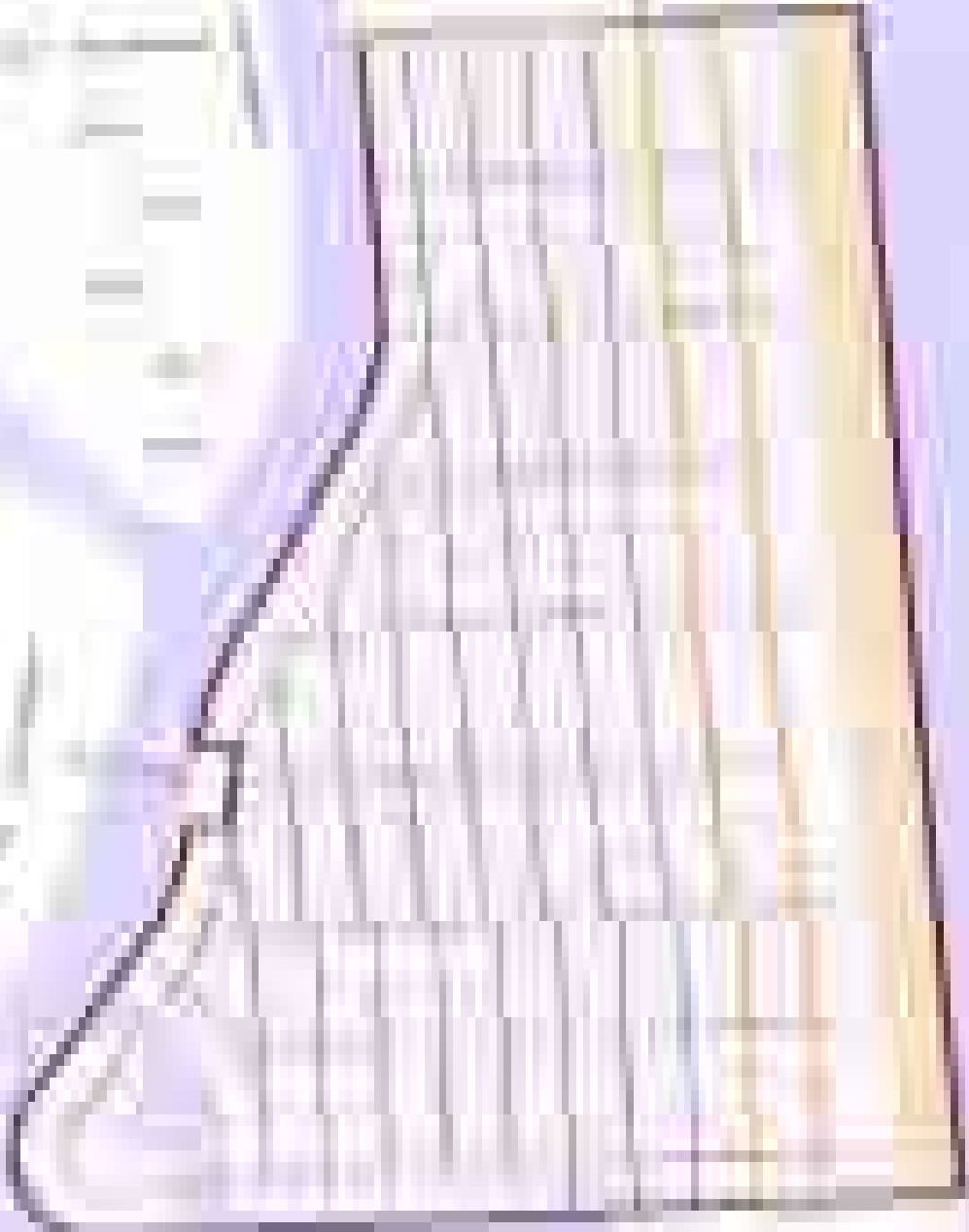




Engineering Drawing - Fundamentals of Engineering Drawing

# Practice (2020) – Inventory Control Methods

Inventory Control Methods



# Marketing and Finance (2020) Optimization Problems

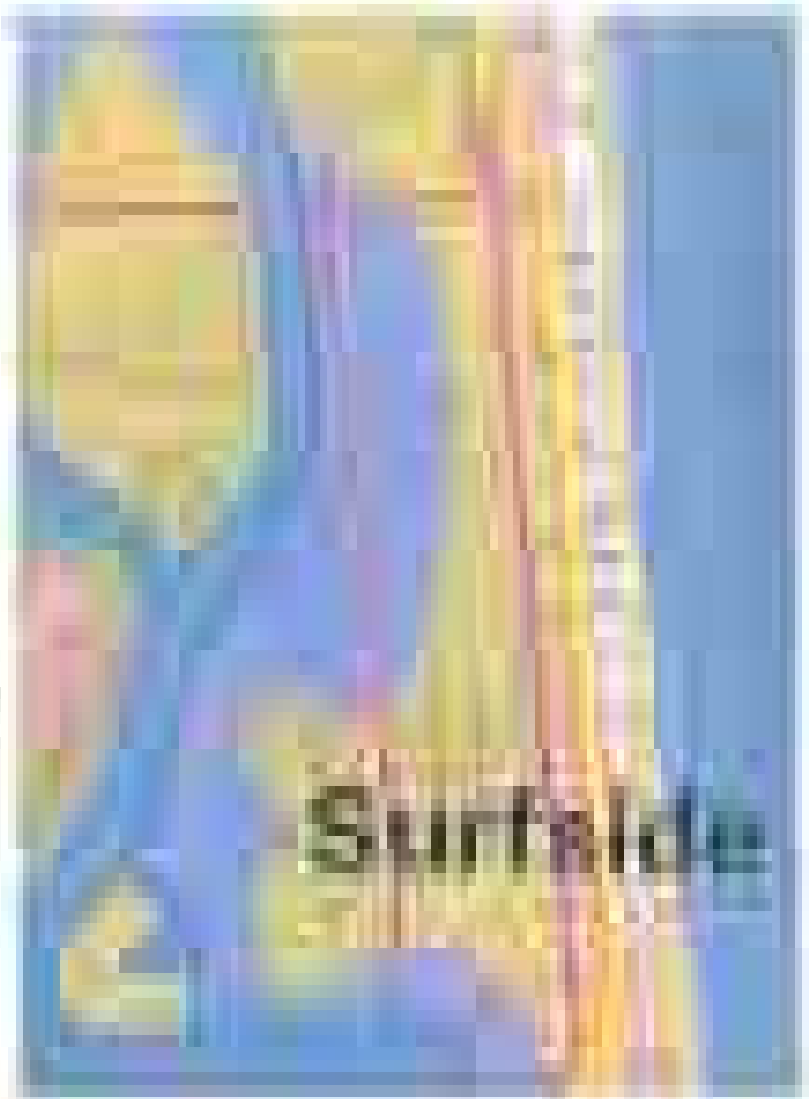


10/10/2020

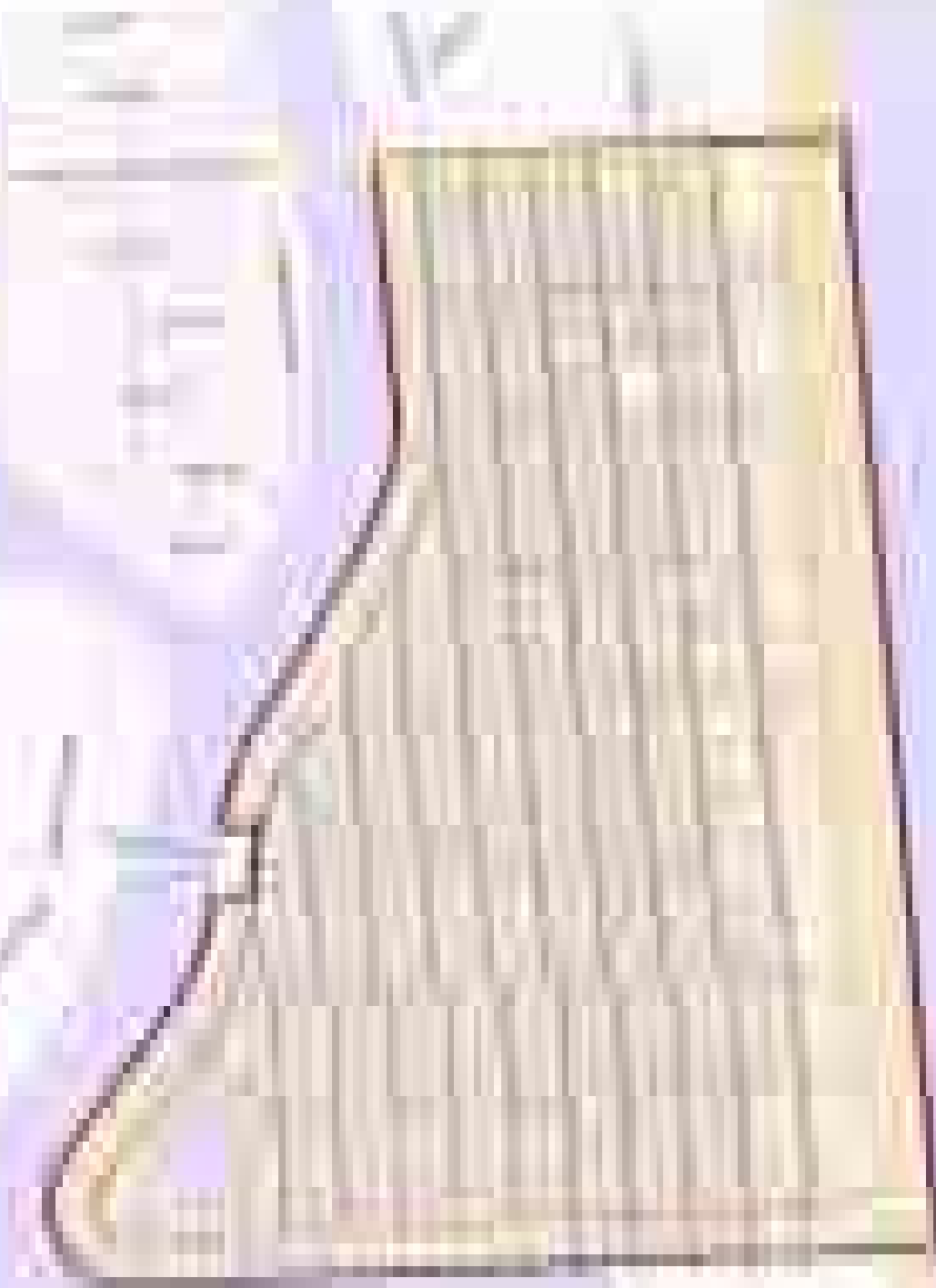


# Existing and Future (2011) Traffic Count



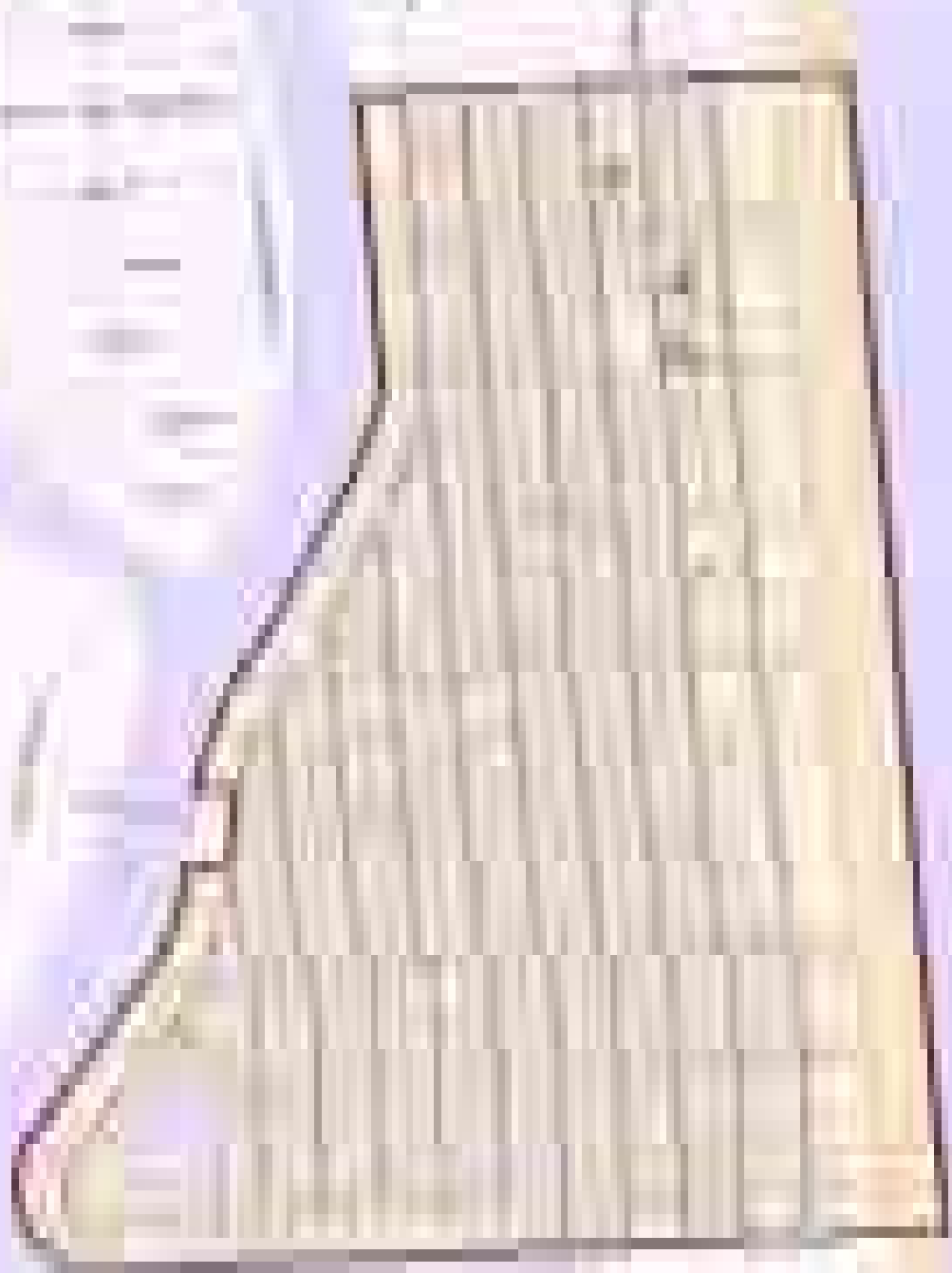


# Examining Polymers





# Chlorophyll *a*





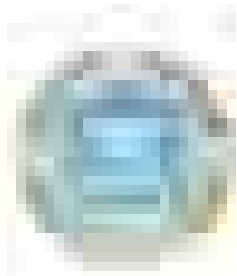


On Second Reading Moved by: \_\_\_\_\_

On Second Reading Seconded by: \_\_\_\_\_

**Vote:**

Mayor Burkett	yes _____	no _____
Vice Mayor Imberman	yes _____	no _____
Commissioner Calderon	yes _____	no _____
Commissioner Levine	yes _____	no _____
Commissioner Weinberg	yes _____	no _____



# Türk Silahlı Kuvvetleri Komando Kuvvetleri

4A2

*[The following text is extremely blurry and illegible. It appears to be a list of items or a table with multiple columns and rows.]*

ORDINANCE NO. 09- \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90.2 AND 90.58 "CARPORT CANOPIES" 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 address uniformity in carport canopy placement and design; and

**WHEREAS,** The Town has determined that existing Florida Building Code regulations should be supplemented by this Town ordinance; and

**WHEREAS,** The Planning and Zoning Board, as the local planning agency for the Town, has held a public hearing on November 19, 2009 and recommended approval of the proposed amendments to the Code of Ordinances and also found the proposed Code amendments to be consistent with the Comprehensive Plan; and

**WHEREAS,** The Town Commission held its first public reading on December 8, 2009 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 January 12, 2010 and further finds the proposed change to the Code necessary and in the best interest of the community.

Ordinance No. \_\_\_\_\_

**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:

Sec.    90.2            Definitions

\*\*\*\*\*

Secondary Frontage: when referring to a corner lot, the secondary frontage shall be the widest portion of the lot abutting the street.

\*\*\*\*\*

Sec.    90.58           Carport canopies

Carport canopies may be constructed, in a front, secondary frontage, side or rear yard setback in the H30A and H30B districts.

1. Such canopy shall not exceed twenty (20) feet in length, nor ten (10) feet in width.

~~2. No canopy shall extend beyond a property line or shall be closer than five (5) feet to the rear of the street curb, and supporting pipes shall be no closer than seven (7) feet.~~

2. The height of such canopy shall not exceed ten (10) feet.

~~3. The height of such canopy shall not exceed ten (10) feet, measured from the ground level to the uppermost point of the cover.~~

3. The height of the side openings shall be at least six (6) feet, three (3) inches.

~~4. A front yard canopy shall be at least five (5) feet from the side property line.~~

4. Such canopy shall be subject to the following minimum setbacks:

a. Rear: five (5) feet

b. Interior Side: five (5) feet

c. Primary (Front) and Secondary (Corner): two (2) feet

d. Rear of Street Curb: seven (7) feet

5. A canopy shall at all times remain open on all four (4) sides, if free standing, and open on three (3) sides if attached to the main building.

Ordinance No. \_\_\_\_\_

6. The area under a canopy must be entirely paved by an approved paving material concreted or asphalted.

~~7. Side openings shall be at least six (6) feet, three (3) inches, in height as measured from the ground level.~~

7. Under no circumstances is a carport to be located on a corner lot in such a way as to conflict with the requirements of Section 90-52 (Required Clearances).

~~8. The width of the canopy shall not be less than the width of the driveway.~~

**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 8 day of Dec., 2009.

PASSED and ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Charles W. Burkett, Mayor

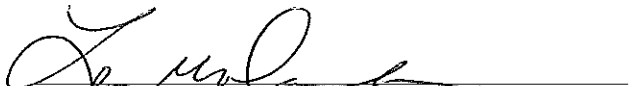
Ordinance No. \_\_\_\_\_



Attest:

\_\_\_\_\_  
Debra Eastman, Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Lynn M. Dannheisser, Town Attorney

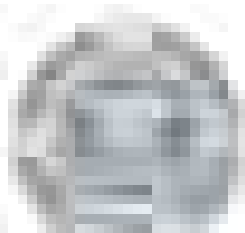
On Second Reading Moved by: \_\_\_\_\_

On Second Reading Seconded by: \_\_\_\_\_

**Vote:**

Mayor Burkett	yes	_____	no	_____
Vice Mayor Imberman	yes	_____	no	_____
Commissioner Calderon	yes	_____	no	_____
Commissioner Levine	yes	_____	no	_____
Commissioner Weinberg	yes	_____	no	_____

Ordinance No. \_\_\_\_\_



MINISTRY OF DEFENSE  
REPUBLIC OF ARMENIA  
GENERAL STAFF  
OPERATIONAL-TRAINING DEPARTMENT

[Redacted]

[Redacted]

[Redacted]

[Redacted]



[Redacted]

[Redacted]

[Redacted]

**ORDINANCE NO. 10- \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 14-51 "ESTABLISHED"; AMENDING CHAPTER 14-52 "COMMERCIAL STANDARDS"; CREATING SECTION 14-56 "MAINTENANCE OF SIDEWALKS AND SWALE AREA" 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 address property maintenance standards; and

**WHEREAS,** The Town has determined that existing Property Maintenance Standards should be supplemented by this Town ordinance; and

**WHEREAS,** The Planning and Zoning Board, as the local planning agency for the Town, has held a public hearing on January 7, 2010 and recommended approval of the proposed amendments to the Code of Ordinances and also found the proposed Code amendments to be consistent with the Comprehensive Plan; and

**WHEREAS,** The Town Commission held its first public reading on January 12, 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 February 9, 2010 and further finds the proposed change to the Code necessary and in the best interest of the community.

Ordinance No. \_\_\_\_\_

**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:

**Sec. 14-51. Established.**

(b) All exterior walls of every structure shall be maintained weathertight and otherwise maintained so as to resist decay or deterioration from any cause. All exterior surfaces subject to deterioration shall be properly maintained and protected from the elements by paint or other approved coating, applied in a workmanlike fashion. All exterior surfaces including walls, trim, doors and signs shall be properly maintained in a clean and sanitary condition, free of dirt, mold, mildew and faded or chipped paint, and must be repainted, recovered or cleaned when 25% or more of any exposed surface becomes discolored or is peeling in the approved color.

(d) Whenever there is an unpaved area between the sidewalk and the curb, or between the sidewalk and the property line, it shall be the responsibility of the owner and/or occupant of the property to make sure that there are no holes or hidden dangers in the unpaved areas.

~~(d)~~ (e) The town manager is hereby authorized and directed to employ necessary personnel and equipment to enter upon any property whose owner or occupant fails to maintain lawns, landscaping and driveways in accordance with this article and to maintain same.

~~(e)~~ (f) In order to defray the cost to the town of maintaining such property there is hereby levied and assessed against each owner or occupant who fails to maintain such lawns, landscaping and driveways in accordance with this article, the sum of \$125.00 per time the town provides such maintenance. All charges becoming due and payable under this subsection constitute, and are hereby imposed as liens against the real property, and, upon becoming delinquent April 1 of the following year, until fully paid and discharged, shall remain liens, equal in rank and dignity with the ad valorem taxes of the town, and may be satisfied by the sale of certificates in the same manner as is provided for the sale of certificates on delinquent ad valorem taxes. Such lien shall be superior in rank and dignity to other liens, encumbrances, titles and claims in, to or against the real property involved.

Ordinance No. \_\_\_\_\_

**Sec. 14-52. Commercial standards established.**

(2) All exterior signs shall be in good repair and free of chipping, pitting, cracking, peeling, fading or discoloration. Lighted signs shall have all lights working. All signs shall be maintained in a safe, presentable and good structural condition, which shall include the replacement of defective parts, repainting, cleaning and other acts required for the maintenance of the sign. The area around the base of the sign shall be kept free of weeds and debris. If a sign does not comply with the above standards, the town manager or designee may require its removal

(3) Doors and windows shall be free of cracked or discolored glass or corroded frames. All doors and windows shall be maintained in a safe, presentable and good structural condition, which shall include the replacement of defective parts, repainting, cleaning and other acts required for maintenance of the doors and/or windows.

(9) Every merchant, storekeeper or operator of a business in the city shall sweep, hose down or cause to be swept and hosed down the sidewalks adjoining his respective place of business and shall remove gum and other sticky substances from the sidewalks, and continuing such actions as often as necessary thereafter to keep the area clean, on each day such business shall be operated. The sweepings shall be picked up and not swept into the gutter.

(10) Every restaurant shall provide a cigarette disposal receptacle permitted by law. The cigarette receptacle shall be kept clean and sanitary. The contents shall be regularly emptied and the contents shall not be swept into the gutter.

**Sec. 14-56. Maintenance of Sidewalks and Swale Area.**

(a) Swale area defined. A swale area is that area between the property line and the back of the street curb or the edge of the paved roadway.

(b) Persons liable. In the case of rental property , the occupant shall be held jointly and severally liable for compliance with those duties and obligations imposed upon the owner by this section.

(c) Sidewalks, alleys and rights-of-way to be kept clean. All owners of unimproved property and occupants, or occupants and owners of improved property, shall maintain their property in a clean and litter-free manner, including sidewalks, grass strips, alleys up to and including the median point of the alley, curbs, swale areas, or rights-of-way up to the edge of the pavement of any public street. Landscaping and maintenance of landscaped areas shall be done pursuant to Section 90-89 of the Town Code of Surfside.

(d) Enforcement. The Town Manager is empowered and authorized to require compliance with this section within 30 days of written notice. Failure to comply shall be punishable as provided in section 1-8 hereunder.

Ordinance No. \_\_\_\_\_

**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.

\_\_\_\_\_  
Charles W. Burkett, Mayor

Attest:

\_\_\_\_\_  
Debra E. Eastman, MMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Lynn M. Dannheisser, Town Attorney

Ordinance No. \_\_\_\_\_

On Second Reading Moved by: \_\_\_\_\_

On Second Reading Seconded by: \_\_\_\_\_

**Vote:**

Mayor Burkett	yes _____	no _____
Vice Mayor Imberman	yes _____	no _____
Commissioner Calderon	yes _____	no _____
Commissioner Levine	yes _____	no _____
Commissioner Weinberg	yes _____	no _____

Ordinance No. \_\_\_\_\_



4B2

[The following text is heavily redacted and illegible due to blurring and black bars.]



ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION” BY ADDING ARTICLE VIII. “EMERGENCY MANAGEMENT PROCEDURES;” PROVIDING FOR PURPOSE, PROVIDING FOR DEFINITIONS, AND EMERGENCY MANAGEMENT STRUCTURE; PROVIDING DECLARATION OF A STATE OF EMERGENCY, TERMINATION OF A STATE OF EMERGENCY, THE SUSPENSION OF LOCAL BUILDING REGULATIONS, AND THE CERTIFICATION OF EMERGENCY CONDITIONS; PROVIDING FOR COORDINATION WITH MIAMI-DADE COUNTY; PROVIDING FOR PENALTY; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of the Town Commission of the Town of Surfside, Florida, by enacting this legislation, to provide the necessary organization, powers and authority to enable the timely and effective use of all available Town resources to prepare for, respond to, and recover from emergencies, natural and man-made, which may effect the security, safety, general welfare or health of the Town of Surfside and its residents; and

**WHEREAS**, it is the intent of the Town Commission that nothing contained within this ordinance shall relieve Town Departments of their normally assigned duties, responsibility and functions; and

**WHEREAS**, it is the intention of the Town Commission to address all types of emergencies including, but not limited to, the preservation of the public peace as defined in Florida Statutes Section 870.041 et seq; and

**WHEREAS**, the Town Commission is authorized to create emergency management plans, pursuant to Chapter 252, Florida Statutes.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, THAT:**

**Section 1.**     **Purpose.** It is the purpose of this ordinance to provide a framework for the operation of the Town during natural or man-made disasters.

**Section 2.**     **General.**

A. Pursuant to Chapter 252, Florida Statutes, which authorizes the waiver of procedures and formalities otherwise required of a political subdivision in the event of a state of emergency and allows whatever action is necessary to ensure the health, safety and welfare of a community when a quorum of the Town Commission is unable to meet, the mayor, or in the mayor's absence, the vice-mayor is empowered to declare a local state of emergency whenever he shall determine that a natural or manmade disaster or emergency has occurred, or that the occurrence or threat of one is imminent and requires immediate and expeditious action.

(1) "Emergency" shall mean any occurrence, or threat thereof, whether natural, technological or manmade, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

(2) A state of emergency shall be declared by resolution. The state of emergency shall continue until the mayor and the Town Manager finds that the threat or danger no longer exists or until an emergency meeting of a quorum of the Town Commission can take place and terminate the state of emergency by resolution.

(3) The resolution declaring a state of emergency shall activate the Town of Surfside Emergency Operations Plan shall be the authority for use or distribution of any supplies,

equipment, materials, or facilities assembled or arranged to be made available pursuant to such plans and/or procedures.

(4) The resolution declaring a state of emergency shall empower the mayor and the Town Manager to act on behalf of the Town in requesting the National Guard of the Army, Coast Guard, or other law enforcement agencies as necessary, to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

(5) Nothing in this section shall be construed to limit the authority of the Town Commission to declare or terminate a state of emergency and take any action authorized by law when sitting in regular or special session.

(6) The declaration of a state of emergency shall suspend all procurement procedures and requirements contained in state law or in the Code of Ordinances and the following procedures shall apply during the state of emergency:

(a) Town Manager: The Town manager is empowered to authorize the purchasing agent to secure any needed emergency supplies, materials, equipment or services, using the most efficient and effective procurement methods in each procurement as determined by the purchasing agent. The Town manager is authorized to exceed the current formal bid threshold of the procurement code making such purchases. The Town manager shall provide a full report of all such purchases to the town council at the next earliest available council meeting.

(b) Department head: With the prior approval of the Town manager or the purchasing agent, if so designated by the Town manager, the head of any department may purchase any needed emergency supplies, materials, equipment or services using the most effective procurement methods in each procurement as determined by the department head and the purchasing agent.

(c) Other municipalities: The Town manager or purchasing agent, if so designated by the Town manager, may request another municipality to purchase for the town any needed emergency supplies, materials or equipment, or the Town may purchase from another municipality any needed emergency

supplies, materials or equipment that such municipality has available. The Town manager is authorized to exceed the current formal bid threshold in making such purchases from or through another municipality. The Town manager shall provide a full report of such purchases to the Town Commission at the next earliest available commission meeting.

7. The declaration of state of emergency shall waive all procedures and formalities required by law or by the Code of Ordinances relating to:

(a) The performance of Public Works and taking whatever action is necessary to insure the health, safety and welfare of the community.

(b) Entering into contracts.

(c) Incurring obligations.

(d) Employing permanent or temporary workers.

(e) Utilization of volunteer workers.

(f) Rental of equipment.

(g) Acquisition and distribution with or without compensation of supplies, materials and facilities.

(h) Appropriation and expenditure of public funds.

8. The declaration of a state of emergency may establish a curfew throughout the Town of Surfside between the hours of 7:00 p.m. and 7:00 a.m. If the imposition of a curfew is deemed necessary, the curfew may be established by resolution declaring the state of emergency.

9. The declaration of a state of emergency shall empower the town manager to authorize employees of the town and other agencies, including the United States Army Corps of Engineers, to enter onto private property for the purpose of debris removal and clearing necessary to protect the health, safety and welfare of the community.

**Section 3. Termination of a State of Emergency.** A state of emergency shall be terminated by a vote of the Town Commission if practicable or upon the certification of the Town Manager that the conditions leading to a state of emergency established under Sections 870.041 – 870.046, Florida Statutes shall terminate at the end of a period of seventy –two (72) consecutive hours after the declaration of the emergency, and must be confirmed by the Town Commission by resolution at the next regular meeting, unless the nature of the emergency renders a meeting of the Town Commission impossible. Notice of termination of the emergency declaration shall be made to the public by the Town Manager by the same means as the declaration of the state of emergency.

**Section 4. Police Emergencies.**

(A) An emergency may be declared because of civil unrest or imminent threat to public peace or order when the Chief of Police, or if unavailable, the next highest ranking officer in the Police Department chain of command certifies to the Town Manager that an emergency condition arising from hostile actions of others, armed or unarmed or other imminent threat to public peace or order, requires extraordinary measures for control, including, but not limited to curfew; blockade; proscription of the sale of firearms, other weapons or alcohol beverages; explosives and combustibles; evacuation; and other similar actions. The Town Mayor/Vice-Mayor may issue a declaration of a state of emergency in accordance with Section 2.

(B) The declaration of state of emergency because of civil unrest or imminent threat to public peace or order, shall authorize the issuance of emergency resolutions or orders and other appropriate resolutions or orders, as may be required and may, if applicable, require automatic emergency measures pursuant to Section 870.044, Florida Statutes. In addition,

additional discretionary emergency measures pursuant to Section 870.045, Florida Statutes may be issued.

(C) A state of emergency may be declared because of fire and hazardous materials emergencies, utility emergencies, and weather emergencies when the Chief of Police, or if unavailable, the next highest ranking officer in the Police Department chain of command certifies to the Town Manager that an emergency condition exists. The Town Mayor/Vice-Mayor may issue a declaration of a state of emergency pursuant to Section 2 because of fire or hazardous materials emergencies, utility emergencies, and weather emergencies shall authorize, respectively, the issuance of emergency resolutions or orders.

**Section 5. Fire and Hazardous Materials Emergencies.**

(A) An emergency may be declared because of fire or hazardous materials incident emergency when the Miami-Dade County Fire Chief, or the designee of the Miami-Dade Fire Chief certifies to the Town Manager that an actual or potential condition arising from fire, explosion, chemical spill or release, building or bridge collapse, or plane, or other vehicle accident, requires extraordinary measures for control, including, but not limited to calling out of off-duty and reserve personnel; assistance by outside agencies; evacuation ; and other similar actions. The Town Mayor/Vice-Mayor may issue a declaration of a state of emergency in accordance with Section 2.

(B) The declaration of state of emergency because of fire and hazardous material emergency shall authorize the issuance of emergency resolutions or orders and other appropriate resolutions or orders, as may be required.

**Section 6. Suspension of Local Building Regulations.** The Town Manager may authorize a suspension of local building regulations during and following a declared state of emergency

when the Chief Building Official certifies to the Town Manager that action is necessary for the expeditious restoration of property damaged by the emergency event, unless terminated by the Town Commission. Such suspension of building regulations may be applied on a case-by case basis as required to remedy specific conditions and to facilitate the provision of emergency housing for disaster victims. The Chief Building Official shall specify the provisions of the building code to be suspended and the reasons therefore, when certifying the necessity of such suspension to Town Manager.

**Section 7.**     **Coordination with Miami-Dade County.** The Town Manager shall coordinate the Town's emergency operations plan with emergency management programs established by Miami-Dade County.

**Section 8.**     **Prohibition on Price Gouging.**

(A) Upon declaration of an emergency and during the duration of such emergency, it shall be prima facie evidence that an unlawful method of competition and an unfair and deceptive trade act or practice has occurred if any individual or business entity doing business in the Town charges more than the average retail price for any consumer good and such price exceeds the average price at which the same or similar consumer good was readily obtainable in the Town during the thirty (30) days immediately prior to a declaration of a state of emergency; or the charges represent a gross disparity between the price of the consumer good or dwelling unit or self-storage facility that is the subject of the offer or transaction and the average price at which that commodity or dwelling unit or self-storage facility was rented, leased, sold, or offered for rent or sale in the usual course of business during the thirty (30) days immediately prior to a declaration of a state of emergency, and the increase in the amount charged is not attributable to additional costs incurred in connection with the rental or sale of the commodity or rental or lease

of any dwelling unit or self-storage facility, or national or international market trends; or for a person or his agent or business entity or its employee to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any consumer good including, but not limited to, supplies, services, provisions or equipment that is necessary for consumption or use as a direct result of the emergency.

(B) This Section does not prevent the seller of consumer goods from charging an amount in excess of the average retail price if such higher price is the direct result of, and limited to, any increased costs due to the transportation of the consumer good during the state of emergency or any increased cost for the consumer goods from the manufacturer, distributor or wholesaler to the seller. In such instances, only the actual cost increase per item from the manufacturer, distributor or wholesaler can be added to the average retail price.

(C) A price increase approved by an appropriate government agency shall not be in violation of this ordinance.

(D) This Section shall not apply to sales by growers, producers or processors of raw or processed food products, except for retail sales of such products to the ultimate consumer within the area of the declared state of emergency.

**Section 9. Portable Generators.**

(A) The use and operation of a portable auxiliary electrical generator is prohibited within or on the following areas:

(1) If the exhaust system is within ten (10) feet of any opening (includes, but is not limited to, doors and windows) into the building structure;



(2) Within garages, enclosed or partially enclosed areas, or under eaves or other overhangs;

(3) On roofs or roof areas, balconies, ingress/egress areas and discharge ways, including but not limited to walkways, stairways and stairwells.

(B) The generator shall be operated in a safe manner and in accordance with the National Electric Code and all other applicable laws, regulations and Town ordinances.

**Section 10.** **Penalty.** Any person, firm or corporation who violates any provision of this Article, for which another penalty is not specifically provided herein or required by law shall, upon conviction, be subject to such fine or imprisonment or both as provided by the Town Code. Each day that a violation shall continue to exist shall constitute a separate offense.

**Section 11.** **Repeal.** All Ordinances or parts of Ordinances in conflict or inconsistent with this ordinance are repealed.

**Section 12.** **Severability.** If any word, clause, phrase, sentence, paragraph or section of this Ordinance is held to be invalid by a court of competent jurisdiction, such declaration of invalidity shall not affect any other word, clause, phrase, sentence, paragraph or section of this Ordinance.

**Section 13.** **Inclusion in the Code.** 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 Code of the Town of Surfside; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to " Section" or other appropriate word.

**Section 14. Effective Date.** Because of the emergency nature of this Ordinance, it shall become effective immediately upon acceptance at first hearing, notwithstanding adoption at second reading.

**PASSED** and **ADOPTED** on First Reading the 12th day of January, 2010.


**PASSED** and **ADOPTED** on Second Reading this 9<sup>th</sup> day of February, 2010.

\_\_\_\_\_  
Charles W. Burkett, Mayor

Attest:

\_\_\_\_\_  
Debra E. Eastman, MMC  
Town Clerk

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

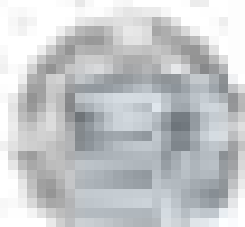
  
\_\_\_\_\_  
Lynn M. Dannheisser  
Town Attorney

Moved by: \_\_\_\_\_

Second by: \_\_\_\_\_

**Vote:**

Mayor Burkett	yes	_____	no	_____
Vice Mayor Imberman	yes	_____	no	_____
Commissioner Calderon	yes	_____	no	_____
Commissioner Levine	yes	_____	no	_____
Commissioner Weinberg	yes	_____	no	_____



DEPARTMENT OF DEFENSE  
OFFICE OF THE SECRETARY  
SECURITY INFORMATION

SECRET

SECRET

SECURITY INFORMATION

1. Title	...
2. Summary	...
3. Classification	...
4. Authority	...
5. Remarks	...

...

...

ORDINANCE NO. 10- \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 AND SPECIFICALLY SECTION 90-41 "REGULATED USES" AND SECTION 90-80 "JOINT USE AND OFF-SITE FACILITIES" 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 address regulated uses and permitted exceptions and correct an ambiguity relating to parking that will ultimately affect the community center; and

**WHEREAS**, The Planning and Zoning Board, as the local planning agency for the Town, has held a public hearing on January 31, 2010 and recommended approval of the proposed amendments to the Code of Ordinances and also found the proposed Code amendments to be consistent with the Comprehensive Plan; and

**WHEREAS**, The Town Commission held its first public reading on January 12, 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 February 9, 2010 and further finds the proposed change to the Code necessary and in the best interest of the community.

Ordinance No. \_\_\_\_\_

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:

**Sec. 90-41 Regulated uses.**

Applicability and validity of tables. Nothing shall be used to misconstrue or reinterpret the provisions, limitations and allowances made here-in.

- i.** *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district in which they are located and are deemed to be consistent with the comprehensive plan. These uses are permitted as of right, subject to the required permits and procedures described in this section. Permitted uses require final site plan review and approval for compliance with the standards applicable to a particular permitted use as provided in this zoning code.
- ii.** Permits required. Except as explicitly provided otherwise, no use designated as a permitted use in this chapter shall be established until after the person proposing such use has applied for and received all required development permits.
- iii.** Uses other than those permitted in subsection 90.41.3 hereunder are prohibited.

**Sec. 90-80 Joint use and off-site facilities.**

(a) All parking spaces required herein shall be located on the same lot with the building or use served, except that where an increase in the number of spaces is required by a change or enlargement of use, or, where two (2) or more buildings or uses shall share a parking facility whether it be garaged or off-site parking, then such spaces are provided collectively or used jointly by two or more buildings or establishments, the required spaces may be located and maintained not to exceed 300 feet within (but not more than) three hundred (300) feet from of the buildings or uses served.

(b) Where the required parking spaces are not located on the same lot with the building or use served, or where such spaces are collectively or jointly provided and used, a deed restriction or covenant thereby assuring their retention for such purposes shall be properly drawn and executed in recordable form by the parties concerned, approved as to form by the town attorney, and shall be filed with the application for a building permit.

Ordinance No. \_\_\_\_\_

**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.


\_\_\_\_\_  
Charles W. Burkett, Mayor

Attest:

\_\_\_\_\_  
Debra E. Eastman, MMC  
Town Clerk

Ordinance No. \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Lynn M. Dannheisser, Town Attorney

On Second Reading Moved by: \_\_\_\_\_

On Second Reading Seconded by: \_\_\_\_\_

**Vote:**

Mayor Burkett	yes	_____	no	_____
Vice Mayor Imberman	yes	_____	no	_____
Commissioner Calderon	yes	_____	no	_____
Commissioner Levine	yes	_____	no	_____
Commissioner Weinberg	yes	_____	no	_____

Ordinance No. \_\_\_\_\_



## Town of Surfside Commission Communication

**Agenda Item #** 5A

**Agenda Date:** January 10, 2010

**Subject:** Proposed Community Center Construction Contract / West Construction Co.

**Background / Analysis:** At a special meeting of the Town Commission on December 15, 2009, the Town Commission approved West Construction Company as the general contractor to construct the proposed Surfside Community Center/Aquatics Complex. Staff was directed to complete negotiations with the contractor and return to the Town Commission for final approval.

Town staff has met with representatives of West Construction Company and has drafted an agreement that all parties are in agreement with (Attachment A).

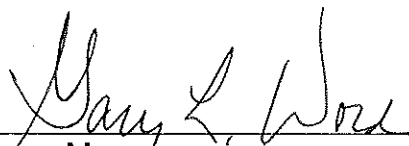
**Budget Impact:** The contract is the same as the bid amount approved by the Town Commission on December 15, 2009 and the funds to pay the contractor are part of the \$5M in General Fund and Capital Projects Fund balances. There is no impact on the FY 2009-2010 Operating Budget.

**Staff Impact:** Project management will be provided by Calvin, Giordano and Associates.

**Recommendation:** It is recommended that the Town Commission adopt the attached resolution approving the negotiated contract as submitted (Attachment B).

---

Department Head

  
Town Manager



## CONSTRUCTION AGREEMENT

**THIS CONSTRUCTION AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_\_ day of January, 2010 by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation ("Town"), having an address at 9293 Harding Avenue, Surfside, Florida 33154 and **WEST CONSTRUCTION, INC.**, a Florida corporation ("Contractor"), having an address at 318 South Dixie Highway, Suite 4-5, Lake Worth, Florida 33460.

### R E C I T A L S

1. Town is the owner of certain real property consisting of approximately thirty five thousand two hundred (35,200) square feet located at 9301 Collins Avenue, Surfside, Florida on which it desires to have constructed the Project (as defined herein).

2. On December 15, 2009, the Town approved Resolution 2009-1913 selecting the Contractor for the provision of general contracting services for the Town of Surfside Community Center Project No. CC5355.

3. Town desires to engage Contractor, and Contractor agrees to provide general contracting Work, all as set forth below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

**1. PROJECT SUMMARY.**

The following summary (the "Project Summary") provides the pertinent facts and certain general terms with regard to the construction of the Town of Surfside Community Center Project No. CC5355, which is the subject of this Agreement. Capitalized terms not defined in the text shall have the meanings ascribed to them in Article 2 of this Agreement.

**1.1 Project Description.** The "Project" is more particularly described in that certain Project Manual dated November 13, 2009 (the "Project Manual").

**1.2 Project Representatives.** For purposes of this Project, the following shall serve as the Town's Representative and the Contractor's Representative for the Project:

Town	Town Manager	Phone No:	(305) 861-4863
Contractor	Christopher Caprio	Phone No:	(561) 588-2027

**1.3 Work.** The Work of the Contractor shall generally include the permitting, construction and completion of the Work within the GMP and Contract Times and otherwise in

accordance with the terms and conditions of the Contract Documents. The Work shall be performed following the delivery of a Notice to Proceed by the Town to the Contractor, which shall be issued in accordance with the terms of this Agreement but in no event prior to the issuance of a building permit for the Work. The Contractor shall perform the Work in accordance with the terms and conditions of the Contract Documents. The parties acknowledge and agree that nothing in this Agreement shall be construed as to provide, grant, confer any rights unto Contractor and its Subconsultants and Subcontractors with respect to the provision of any other Work, except for the Work expressly set forth in the Contract Documents.

**1.4 Schedule for Performance.** The Contractor shall complete the Work pursuant to the schedules for each set forth in Exhibit "A" to this Agreement (the "Contract Times"). The Contract Times set forth in Exhibit "A" shall commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time after the issuance of a building permit for the Work.

**1.5 Compensation.** It is the intent and agreement of the parties that the Town shall pay the Contractor for Contractor's performance of its obligations hereunder a Contract Sum for the Work. It is also the intent and agreement of the parties that the Contract Sum for the Work shall not exceed a guaranteed maximum price ("GMP") established for the Work, subject to additions and deductions by Change Order as provided in this Agreement. The GMP for the Work is FOUR MILLION SEVENTY FOUR THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$4,074,525.00), which amount includes the Contractor's Fee. In the event additional labor, costs or expenses in excess of the GMP are necessary to complete the Work such amounts shall be the sole responsibility of Contractor; it being acknowledged and agreed that the GMP for the Work shall be the maximum amount the Town shall be required to pay for the Work. Notwithstanding the foregoing, during the course of the Work, if new statutes, codes, or regulations are enacted and/or existing statutes, codes, or regulations are amended (collectively, "Statutory Changes") and such Statutory Changes result in an increase or decrease to the Cost of the Work, the GMP for the Work shall be increased or decreased by a Change Order to reflect the actual increased or decreased cost of the Construction Work relative to such Statutory Changes. The foregoing shall not apply to (a) any changes in the Work necessary due to the failure of Contractor to comply with applicable statutes, codes or regulations in effect prior to the establishment of the GMP for the Work and (b) any Statutory Changes that do not result in an increase or decrease in the Cost of the Work. Payment to the Contractor shall be made in accordance with Section 8 below. Following the completion of the Work, the difference, if any, between the Contract Sum and the GMP for the Work, shall be defined as "Cost Savings." As additional consideration to Contractor and an incentive to complete the Project for less than the GMP, the parties agree to allocate any Cost Savings on the basis of twenty-five (25%) to Contractor and seventy-five percent (75%) to Town, subject to the limitations in Exhibit "I" hereof relating to deductibles for builder's risk insurance. Town shall pay Contractor its share of Cost Savings at the time of Final Payment for Work. Notwithstanding the foregoing, Contractor shall not be entitled to, or receive, any payments for Cost Savings for Work if Contractor fails to meet the Contract Times for that portion of the Work it being understood and agreed that time is of the essence with respect to Contract Times

**2. DEFINITIONS.**

For the purposes of this Agreement, the following terms are defined as:

**2.1** “Addenda” and “Amendment” means a written modification to this Agreement and/or the Contract Documents executed by the Contractor and Town covering changes, additions, or reductions in the terms of this Agreement.

**2.2** “Agreed Cost” is defined in Section 7.2.

**2.3** “Bonds” is defined in Section 12.1.

**2.4** “Change Order” is defined in Section 7.1

**2.5** “Change Order Request” is defined in Section 7.2.

**2.6** “Contract Documents” means this Agreement, the Plans and Specifications, the Project Manual and all exhibits and documents related thereto or contemplated thereby, as well as all Change Orders, Addenda and Amendments related to each with respect to the Project and all changes to said documents issued by Town after execution of this Agreement.

**2.7** “Contract Sum” means the Cost of the Work plus the Contractor’s Fee for the Work. The use of the term Contract Sum shall be applied to each separate Contract Sum as required by the context of this Agreement.

**2.8** “Contract Times” is defined in Section 1.4.

**2.9** “Contractor” means West Construction, Inc., a Florida corporation.

**2.10** “Contractor’s Estimate” is defined in Section 7.2.

**2.11** “Contractor’s Fee” is THREE HUNDRED EIGHTY EIGHT THOUSAND AND 00/100 DOLLARS (\$388,000.00) which is the fixed amount the Town shall pay Contractor to compensate Contractor for all costs, fees, and other compensation other than the Cost of the Work, and is specifically intended to include profit and overhead. The Contractor’s Fee for the Work is included in the GMP for the Work as set forth in Section 1.5 above.

**2.12** “Contractor’s Representative” is defined in Section 1.2 and 29.2.

**2.13** “Contractor’s Stock” is defined in Section 8.11.4.

**2.14** “Contractor’s Representative” is defined in Section 30.2.

**2.15** “Cost of the Work” is defined in Sections 8.11 and 8.12.

- 2.16** “Cost Savings” is defined in Section 1.5.
- 2.17** “County” means Miami-Dade County.
- 2.18** “Date of Termination” is defined in Section 36.1.
- 2.19** “Day” or “Days” or “day” or “days” means calendar days.
- 2.20** “Design Consultant” means the design professional/architect selected by the Town to prepare the Plans and Specification and interact with the Contractor.
- 2.21** “Direct Owner’s Purchase Program” is defined in Section 3.15.
- 2.22** “Environmental Claims” is defined in Section 19.1.
- 2.23** “Environmental Laws” is defined in Section 19.4.
- 2.24** “Field Office” means a field office at the Project Location provided at the Project site by the Contractor. Expenses relating to the Field Office are included in the GMP for the Work.
- 2.25** “Final Completion” means that all Work required under the Contract Documents has been fully and properly completed, including punch list items, issuance of certificates of final occupancy and/or use, delivery of record drawings, electronic files, and manuals, and performance of all required training.
- 2.26** “Final Completion Date” is defined in Section 6.4.
- 2.27** “Final Payment” is defined in Section 8.6.
- 2.28** “Final Request” is defined in Section 8.6.
- 2.29** “GMP” or “Guaranteed Maximum Price” is defined in Section 1.5.
- 2.30** “Hazardous Substance” is defined in Section 19.4.
- 2.31** “Liquidated Damages” is defined in Section 6.6.
- 2.32** “Materials” means materials, supplies, apparatus, appliances, equipment, fixtures, machinery, tools and all other items furnished or delivered in connection with the Project.
- 2.33** “Notice to Proceed” means written notification by Town to the Contractor authorizing commencement of any phase of the Work as may be required by this Agreement in the form attached hereto as Exhibit “K.”

**2.34** “Plans and Specifications” means the plans and specifications prepared by the Design Consultant including architectural, structural, mechanical, electrical, plumbing, fire protection and engineering plans and specifications for the permitting and construction of the Project.

**2.35** “Progress Schedule” is defined in Section 3.7.

**2.36** “Progress Sets” is defined in Section 4.3.1.

**2.37** “Project” means the Town of Surfside Community Center Project No. CC5355 as more particularly described in the Project Manual.

**2.38** “Project Location” or “Project Site” means the property owned by the Town located at 9301 Collins Avenue, Surfside, Florida where the Project is to be constructed.

**2.39** “Project Summary” is defined in Section 1.

**2.40** “Schedule of Values” is defined in Section 8.2.

**2.41** “Statutory Changes” is defined in Section 1.5.

**2.42** “Subconsultant” means any person or entity, other than Contractor’s own employees, employed or retained by, or under contract with Contractor to perform any Work or for Construction Manger.

**2.43** “Subconsultant Contract” means any contract in writing between the Contractor and a Subconsultant.

**2.44** “Subcontractor” means any person or entity, other than the Contractor’s own employees, employed or retained by, or under contract with the Contractor to perform the Work or any portion thereof for Contractor.

**2.45** “Subcontractor Contract” means any contract in writing between the Contractor and a Subcontractor.

**2.46** “Substantial Completion” is defined in Section 6.4.

**2.47** “Substantial Completion Date” is defined in Section 6.1.

**2.48** “Town’s Representative” is defined in Section 1.2 and 29.1.

**2.49** “Work” means all Work including, but not limited to, the permitting, bidding, engineering and construction as necessary to complete the Project pursuant to the terms and

conditions of the Contract Documents and all other obligations required of the Contractor under the terms of the Contract Documents.

### **3. GENERAL RESPONSIBILITIES.**

**3.1** The Contractor agrees that all Work shall comply with all applicable laws, statutes, codes, rules and regulations including, without limitation, those adopted by the Town and the Florida Building Code

**3.2** The Contractor agrees that the Work under this Agreement shall be performed in conformance with the standards of care and quality adopted or accepted by nationally recognized construction contractor organizations, and/or other applicable professional organizations for similar applications and in accordance with the Florida Building Code.

**3.3** The Contractor shall be fully responsible for coordinating all the Work required under this Agreement regardless of whether performed by its own employees or a Subconsultant or Subcontractor so as to insure that the Work required are performed in an efficient, timely and economical manner. The Contractor shall be responsible to Town for the Work furnished to the Contractor by a Subconsultant or Subcontractor to the same extent as if the Contractor had furnished the service itself. All Subconsultant Contracts and Subcontractor Contracts shall be submitted to Town for approval in accordance with Section 9 below. The Contractor shall require in such Contracts that the Subconsultant or Subcontractor be bound to, and to assume toward, the Contractor all the obligations and responsibilities which the Contractor, by this Agreement, assumes toward Town. Failure by the Subconsultant or Subcontractor to comply with all of the Contractor's obligations and responsibilities set forth in this Agreement shall be a material breach of the Subconsultant's or Subcontractor's Contract. The Contractor also agrees to reasonably cooperate and reasonably coordinate with the Design Consultant or other consultants retained directly by Town.

**3.4** The Contractor shall not specify or allow its Subconsultants or Subcontractors to specify any particular design, process or product that infringes upon any patent. The Contractor shall defend suits or claims for infringement of patent rights and indemnify and hold Town harmless from any loss, cost or expense, including attorneys' fees incurred, which results if the Contractor violates the requirements of this Section 3.4.

**3.5** The Contractor shall construct or cause to be constructed the Project for Town at the Project Location with supporting improvements, facilities and equipment as described or reasonably inferable from the Contract Documents. The Contractor shall provide, furnish and install all Work and Materials except to the extent specifically indicated in the Contract Documents to be furnished by or the responsibility of others, as and when required for, or in connection with the construction, furnishing or equipping of, or for inclusion or incorporation in, the Project in accordance with the Contract Documents. Without limiting the foregoing, the Contractor's Work shall be in compliance with the Contract Documents. To the extent practicable, the Contractor shall utilize "value engineering" in connection with the Project.

**3.6** The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all Materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all Materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

**3.7** The Contractor shall provide, in a digital format acceptable to the Town, a critical path schedule, or such other type of schedule as Town may approve, and periodic updating thereof and other necessary schedules (all of which are hereinafter collectively referred to as the "Progress Schedule") in the interest of completing the Project in the most expeditious and economical manner and in accordance with Section 1.4. Within twenty-one (21) calendar days after execution of this Agreement, the Contractor shall prepare and submit for Town's approval the Progress Schedule for the Work. The Progress Schedule shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to approval by Town. The Progress Schedule shall encompass all of the trades necessary for the construction of the Project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis. The parties acknowledge and agree that notwithstanding any theoretical delays or theoretical extensions of time for Substantial Completion (as defined in Section 6.4) as may be shown on the Progress Schedule, the Substantial Completion Date (as defined in Section 6.1) shall be governed by this Agreement and shall be extended only in accordance with the procedures set forth in this Agreement.

**3.8** The Contractor shall provide competent supervision of all phases of the Work including the Work. The Contractor's Representative is set forth in Section 1.2. Any change in the Contractor's Representative must be approved by Town, such approval not to be unreasonably withheld. The Contractor's Representative shall represent the Contractor and communications given to the Contractor's Representative shall be as binding as if given to the Contractor.

**3.9** The Town makes any warranties to the Contractor, express or implied, that the Plans and Specifications are free of errors or omissions. Rather, the Contractor shall carefully study and compare Plans and Specifications with information furnished by Town, and shall carefully inspect and verify field conditions, and shall at once report to the Town all errors, inconsistencies or omissions discovered. The Contractor shall not be liable for damages resulting from errors, inconsistencies or omissions in the information provided by the Town unless Contractor had actual knowledge of a recognized error, inconsistency or omission or knowingly failed to report it to the Town. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission without such notice, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction. The intent of the Plans and Specifications is to include all items necessary for the proper performance and completion of the Work.

**3.10** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the Contractor shall be given to Town promptly before such conditions are disturbed. If the conditions differ materially from those indicated in the Contract Documents and were not known to the Contractor at the time this Agreement was executed, and cause a material increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, an equitable adjustment in the GMP or Contract Time, or both, will be made with the written approval of Town.

**3.11** The Contractor shall prepare or cause to be prepared by its Subconsultants, as part of the Work, all shop drawings, samples, submittals and detail drawings not made a part of the Plans and Specifications, and Addenda which are required in the performance of the Contractor's obligations under this Agreement. All shop drawings, submittals, samples, and detail drawings shall be submitted to the Town. Although the Town will review all shop drawings, submittals, detail drawings, and samples, the Town shall not be responsible to the Contractor for any failure of the shop drawings, submittals, detail drawings or samples to comply with the Contract Documents or any governing codes, laws or ordinances. The Contractor shall maintain copies of all shop drawings, submittals and detail drawings, and maintain all samples at the Project and shall afford Town access to the documents at all times during regular working hours.

**3.12** The Contractor shall maintain one record set of Contract Documents in good order and marked currently to record all changes made during construction and an accurate location of all portions of the Work sufficient to prepare accurate as-built Plans and Specifications. All of these, including the as-built Plans and Specifications, shall be delivered to the Town upon Final Completion of the Work for review and incorporation into the record set of documents.

**3.13** The Contractor shall deliver to the Town all equipment data, along with its recommended spare parts list, maintenance manuals, manufacturers' warranties and operations manuals as may be required for Town's employees, agents or contractors to maintain and operate any equipment delivered as part of the Work.

**3.14** Required certificates of inspection, testing or approval shall be obtained by the Contractor and promptly delivered to Town. If Town or the Design Consultant desire to observe said inspections, tests or approvals required by the Contract Documents, Town shall notify the Contractor of that desire, and the Contractor shall notify the Town and Design Consultant of the dates and times of said inspections, tests or other approvals.

**3.15** The Contractor shall pay all sales, consumer, use and other similar taxes for its Work including the Work or portions of each, which are legally required at any time during the Contractor's performance of the Work. The parties acknowledge and agree that Contractor may



implement a "Direct Owner's Purchase Program" in order to utilize the Town's sales tax exemption for the purchase of Materials and supplies for the Project. If the Contractor implements a Direct Owner's Purchase Program, the parties agree that the monies saved shall not (a) decrease the GMP for the Work, (b) result in any changes to the Substantial Completion Date; and/or (c) result in any liability to the Town. Without limiting the foregoing, Contractor hereby agrees to indemnify and hold the Town harmless from any liability, claims, costs, damages, fines, fees, and expenses of any kind whatsoever including, but not limited to, attorneys' fees and costs (at both the trial and appellate levels) caused, resulting or arising from, or related to the Contractor's Direct Owner's Purchase Program. If Contractor Implements a Direct Owner's Purchase Program and the State of Florida nevertheless denies such sales tax exemption, any resulting sales taxes, fines, costs, and expenses shall not be included in the Cost of the Work, and are the sole and absolute responsibility of Contractor.

**3.16** The Contractor shall pay all royalties and license fees that are legally required at any time during the Contractor's performance of the Work. The Contractor shall defend all suits or claims for infringement of any patent rights and shall hold Town harmless from any loss, liability or expense on account thereof, including attorneys' fees (at both the trial and appellate levels) except that Town shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss, liability or expense unless the Contractor promptly gives such information in writing to Town and the Design Consultant.

**3.17** The Contractor and any Subconsultants, or Subcontractors shall use their best efforts to cooperate with the Town and Design Consultant during the construction of the Project in order to minimize disruption of Work.

**3.18** The Work shall be performed in accordance with the schedule for performance set forth in Exhibit "A". Time is of the essence with respect to the performance of the Work. The Contractor shall not, except for cause beyond the reasonable control of the Contractor, exceed time limits established by this Agreement. Any adjustments to the schedule must be approved in writing by Town and must be requested in writing by the Contractor within five (5) calendar days after the Contractor knew or should have known of the occurrence upon which the Contractor's request for adjustment is based.

**3.19** The Contractor shall be responsible for preparing and filing the documents required for approval of governmental and/or governing authorities having jurisdiction over the Project to ensure that final approval and permits for the performance of the Work will be obtainable prior to the commencement of the Work. Such documents shall be submitted to Town for review and approval prior to filing with said authorities. The Contractor shall interface and coordinate with permitting agencies and shall participate in meetings with appropriate agencies and respond to and incorporate appropriate preliminary and final permit review comments.

**3.20** The Contractor shall be provided surveys as required describing physical characteristics, legal limitations and utility locations for the Project Location. The surveys shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and information concerning available utility Work and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**3.21** The Contractor shall establish an organization and lines of authority in order to coordinate, monitor, and report the progress of the Work and shall furnish a competent staff for the administration, coordination, and supervision of the Work. All Work shall be performed by the Contractor's own staff or Subconsultants or Subcontractors approved as part of the Contractor's team, unless otherwise authorized in writing by Town. The employment of, contract with, or the use of the Work of any Subconsultant and/or Subcontractor shall be subject to Town's written approval in accordance with Section 9 below. No such approval shall be construed as an agreement between Town and any Subconsultant and/or Subcontractor.

**3.22** The Contractor shall furnish to Town for review and approval, a description of key personnel to be used on the Project. Such description shall include a current resume of academic training and professional experience. Contractor represents to the best of its knowledge that the descriptions and resumes submitted to Town pursuant to this Agreement shall be true in all material respects. The Contractor shall not substitute any personnel without Town's prior written consent. Before any such substitution, Contractor shall submit to Town a detailed justification supported by the qualifications of any proposed replacement.

**3.23** The Contractor shall verify existing site conditions and conduct field investigations, as reasonably necessary to assure all documentation is accurate. The Contractor shall provide logs of field investigations to the Town on a bi-weekly basis for review. Field verification logs shall consist of names of field investigators, date, time, area, findings, issues and results. The Contractor's responsibilities to field verify include, but are not limited to, developing as-built drawings from field surveys, site exploratory work, and any other means and methods necessary to ensure a complete verification of existing conditions.

**4. CONTRACTOR'S WORK.** The Contractor shall perform or cause to be performed the Work including all permitting, construction and completion of the Work as well as all performing all other obligations and complying with all terms and conditions of this Agreement relative to the Work. Throughout the course of construction, the Contractor shall maintain an up-to-date set of Plans and Specifications and reproducible drawings, which show and/or describe all clarifications, addenda, substitutions and approved Change Orders. Upon Final Completion, the Contractor shall provide Town with a set of record drawings and PDF electronic files, as directed by Town, showing the complete Project as built (incorporating data concerning as-built conditions) as well as specifications and other documents as may be required by Town.

**5. DESIGN CONSULTANT'S RESPONSIBILITIES**

**5.1** The parties acknowledge and agree that the Town has engaged a Design Consultant to prepare the Plans and Specifications and to otherwise assist the Town in the administration of this Agreement. The Design Consultant shall act as an “owner’s representative” and shall have no authority to bind Town or direct Contractor except as expressly set forth herein. The Contractor shall reasonably cooperate with, and respond to, any reasonable requests or requirements of the Design Consultant.

**5.2** The Design Consultant shall at all times have access to the Project Location and the Work wherever it is in preparation or progress.

**5.3** If requested by Town, the Design Consultant shall prepare proposed Change Orders with supporting detailed cost documentation and data for Town’s approval and execution in accordance with the Contract Documents. If requested by Town, the Design Consultant shall evaluate the detailed cost estimate and scope of the Contractor’s proposals with respect to proposed Change Orders and substitutions proposed by a Contractor and make recommendations to Town. The Design Consultant has no authority to authorize changes in the Contract Documents of any kind or to modify any deadlines for completion of Work specified in the Contract Documents.

**6. TIME FOR PERFORMANCE FOR CONSTRUCTION.**

**6.1** Within ten (10) calendar days from the delivery of a Notice to Proceed from Town to the Contractor, the Contractor shall commence performance of the Work and shall diligently proceed with the performance of the Work to completion, and agrees to complete the performance of the entire Work within the number of calendar days shown on Exhibit “A” following Contractor’s receipt of the Notice to Proceed. If the Contractor is delayed in the performance of the Work by fire or unavoidable casualties not the fault of the Contractor or causes beyond the Contractor’s control, then the “Substantial Completion Date” (defined as the date occurring the number of days equal to the Contract Time after Contractor’s receipt of the Notice to Proceed), shall be extended for a period equal to the length of such delay to the extent that such delay impacts an activity of the Contractor that is a critical path activity and only if within ten (10) calendar days after the Contractor knows or should have known of any such delay the Contractor delivers to Town, a written request for extension for such delay, and such request is approved by Town, which approval shall not be unreasonably withheld by Town. In case of a continuing cause of delay of a particular nature, the Contractor shall be required to make only one such request.

**6.2** The Substantial Completion Date, the Contract Time and the GMP take into full consideration the effect of inclement weather during the construction period and such effect on both cost and time for completing the Work is accounted for in the GMP, and the Substantial Completion Date (as defined in Section 6.1). The Substantial Completion Date incorporates the Contractor’s expectation that it will experience the number of working days of weather delay shown on Exhibit “A” during construction of the Project. An extension of the Contract Time for weather delays may be claimed only for delays caused by adverse weather which

affects scheduled working hours on scheduled work days (but excluding any legal holiday unless previously scheduled) and only after the Contractor has previously been delayed by weather for at least the number of anticipated working days of weather delays shown on Exhibit "A," and then only to the extent of the actual number of days' delay in those activities which are critical path activities. The Contractor shall provide Town with written notice of all delays claimed due to weather, such written notice shall identify the critical path activity(ies) affected and shall be delivered within five (5) days of the delay. Town shall determine whether extension of the Contract Time is justified. Extension of time shall be the Contractor's sole remedy for any such delay.

**6.3** Delays which affect those activities not identified on the Project's critical path shall not be considered for a Contract Time extension unless the delay shall have been caused by acts constituting intentional interference by Town or the Design Consultant, which shall include, but not be limited to, the failure of the Town's Representative to timely respond to approval requests of the Contractor's Representative with the Contractor's performance of the Work, and then, only to the extent that such acts continue after the Contractor has provided written notice to Town of such interference. Town's exercise of any of its rights under Article 7, regardless of the extent or number of such changes, or Town's exercise of any of its remedies of suspension of the Work, or requirement of correction or replacement of any defective Work, or its strict adherence to the Contract Documents shall not under any circumstances be construed as intentional interference with the Contractor's performance of the Work.

**6.4** "Substantial Completion" shall be defined to include all work (exclusive of minor items of unfinished work which do not preclude beneficial use of the premises) required to complete the Work set forth in the Contract Documents. Substantial Completion shall be deemed to have occurred upon the submission of a Certificate of Substantial Completion (in the standard AIA form) to the Town by the architect of record and the issuance of a Temporary Certificate of Occupancy for the Project. The Contractor shall have forty-five (45) calendar days after the date of Substantial Completion (the "Final Completion Date") within which to complete all remaining Work required by the Contract Documents (the completion of all such Work, including any Work unfinished at the date of Substantial Completion, and the fulfillment of all requirements of the Contract Documents being referred to herein as "Final Completion"). Prior to the Contractor requesting the Town and Design Consultant to perform the Substantial Completion review, the Contractor shall inspect the Project and prepare a list of all deficient and unfinished work. The list shall be submitted to the Town for review. At Substantial Completion, a Final Punch List will be prepared and provided to the Contractor. The Final Punch List will contain a listing of all known remaining incomplete items of the Work, but is not to be considered by the Contractor as a waiver by Town of the Contractor's obligation to complete all the Work in complete compliance with Contract Documents. In the event the remaining Work is not completed or the Contractor has not demonstrated to Town that a "good faith" effort has been made within said forty-five (45) calendar days, Liquidated Damages, as defined and explained in Section 6.6 herein, will be charged against the Contractor. Time is of the essence in the performance of the Work.

**6.5** The Town may direct the Contractor to expedite the Work by whatever means the Contractor may use, including, without limitation, increasing manpower or working overtime to bring the work back within the currently submitted and approved Progress Schedule. If the expediting of Work is required due to reasons within the control or responsibility of the Contractor, then the additional costs incurred shall not result in an increase to the GMP.

**6.6** If the Contractor shall neglect, fail, or refuse to complete the Work by the Substantial Completion Date and the Final Completion Date, subject to any proper extension granted by Town, then the Contractor agrees to pay to Town, or to cause the Contractor's surety to pay to Town, the amounts specified on Exhibit "A", not as a penalty, but as liquidated damages for the damages ("Liquidated Damages") that would be suffered by Town as a result of delay for each and every calendar day that the Contractor shall have failed to complete the Work by the Substantial Completion Date or the Final Completion Date. The amounts are fixed and agreed upon by and between the Contractor and Town because of the difficulty of fixing and ascertaining the actual damages Town would in such event sustain, and the amount is agreed to be the amount of damages that Town would sustain. The amount may be retained by Town from current periodic pay estimates or from retainage, but if the amount owing and/or retained is insufficient to fully pay Town said Liquidated Damages, the Contractor agrees to pay, or cause the Contractor's surety to pay, said insufficiency to Town.

## **7. CHANGE ORDERS.**

**7.1** From time to time, Town may authorize changes in the Work, issue additional instructions, require additional Work or direct the omission of Work previously ordered. Only those changes in the Work that are approved on a Change Order in the form of Exhibit "B" and executed by an authorized representative of the Town ("Change Order"), shall be binding on the Town.

**7.2** Town may order changes in the Work by initiating a change order request ("Change Order Request"), setting forth in detail the nature of the requested change. Upon receipt of a Change Order Request, the Contractor shall prepare a statement setting forth in detail, with a suitable detailed breakdown by trades and work classifications with respect to a change in the scope of the construction and a detailed breakdown of the time and expenses related thereto (the "Contractor's Estimate") of the changes in the GMP attributable to the changes set forth in such Change Order Request and proposed adjustments, if any, to the Substantial Completion Date resulting from such Change Order Request. If the Town and the Contractor agree on a cost ("Agreed Cost"), a Change Order shall be processed by the Town and/or Design Consultant and delivered to the Contractor for signature. Contractor shall not commence changes in the Work until it receives Town's written Notice to Proceed or the Change Order is executed. Agreement on any Change Order shall constitute a final settlement on all items affected therein, including without limitation any adjustment in the GMP, the Substantial Completion Date, subject to performance thereof and payment therefore pursuant to the terms of this Agreement and such Change Order. Work provided by unit price may be increased or decreased in quantity as directed by the Town approval, provided that the basis for

adjustment of the GMP shall be the unit prices agreed upon by the Town upon the date of this Agreement.

**7.3** In the event the Town and the Contractor cannot agree on any adjustment in the GMP, extensions to the Contract Time, or adjustment to the Substantial Completion Date, the Contractor shall nevertheless proceed to perform the Work required by Town's Change Order Request upon receipt of Town's written Notice to Proceed. The Contractor shall keep separate records of all costs and time required to perform the Work required by the Change Order Request, and an equitable adjustment will be made upon agreement between the Contractor and Town. The Contractor shall submit its time and material costs that accrue as a result of the Change Order Request on a weekly basis. If the Town does not approve such submittals within seven (7) days following submission, the Contractor may cease the work related to such Change Order Request until the parties agree upon the terms and conditions of such Change Order Request.

**7.4** In the event that changes in the Work are required on an emergency basis in order to protect the health and safety of the public, the Contractor shall proceed at the direction of the Town without a written Change Order from Town. The Contractor shall keep separate records of all costs and time required to perform the Work. After review and approval by the Town, the Contractor shall invoice Town in accordance on a time and materials basis. In the event that the work can be stopped without any further harm to the public but additional Work is necessary, the Contractor shall deliver the Contractor's Estimate to the Town as soon as practical and the requirements of Sections 7.2 or 7.3 shall be met before the Contractor resumes the changes to the Work.

**7.5** It is understood and agreed that refinement and detailing will be accomplished from time to time with respect to the Plans and Specifications, and Addenda set forth in Exhibit "A." No adjustment in the GMP or the Substantial Completion Date, shall be made unless (a) such refinement or detailing results in changes in the scope, quality, function and/or intent of the Plans and Specifications, and Addenda not reasonably inferable or anticipatable by a Contractor of the Contractor's experience and expertise, (b) the Contractor advises Town in writing within seven (7) calendar days of the Contractor's receipt of said refinements and details that an adjustment is required, and (c) Town agrees to the adjustment.

## **8. PAYMENTS.**

**8.1** In full consideration of the full and complete performance of the Work and all other obligations of the Contractor hereunder, Town shall pay to the Contractor the Contract Sum for the Work, subject to additions and deductions as provided in this Agreement.

**8.2** On or before the first day of each month during the performance of the Work, or such other day of the month agreed to by the parties, the Contractor shall submit to the Town for its approval an original Request for Payment in the form attached as Exhibit "C". Submission of any original certificates, waivers of liens and claims, or other documents required in this Agreement to be submitted, is a condition precedent to Town's obligation to

pay Contractor hereunder. Fifteen (15) days prior to the first Request for Payment, the Contractor shall prepare, and submit to Town for its approval a schedule of values allocating the entire GMP among the various portions of the Work (the "Schedule of Values"). The Schedule of Values approved by Town shall be used as a basis for reviewing the Contractor's Request for Payment. The Request for Payment shall show a complete breakdown of (a) the Cost of the Work for all requested costs for permitting, engineering and construction of the Project components including all labor and Materials, (b) the actual portion of the Work completed and the amount due, (c) the share of the GMP allocated to that portion of the Work as set forth in Schedule of Values, (d) in the case of Work, the percentage of the Contractor's Fee attributable to the actual portion of the Construction Work completed, (e) an itemization of all disbursements to Subconsultants and Subcontractors, materialmen, vendors and miscellaneous suppliers and shall be accompanied by originals of vendors' original invoices, certified payrolls and payroll registers (when requested by the Town's Project Manager) or a schedule of values and labor burden, original payment requests of Subconsultants, Subcontractors, vendors and miscellaneous suppliers, and other original data and documentation satisfactory to the Town substantiating actual expenditures, and (f) such supporting evidence as may be required by Town including, but not limited to, the documents set forth in Section 8.9 below, all in a form and substance acceptable to the Town and the Town Attorney. The Request for Payment shall constitute a representation to the Town that (i) the Work have progressed to the point indicated, (ii) the quality of the Work is in accordance with the Plans and Specifications, and (iii) all monies previously reimbursed by the Town to the Contractor have been disbursed to the appropriate Subconsultants, Subcontractors, materialmen, vendors and miscellaneous suppliers based upon the prior Request for Payment. Provided that the Contractor submits all required documentation as required herein, Town shall tender all payments to the Contractor within thirty (30) calendar days of receipt of the Request for Payment less any retainage required by Section 8.5 below and minus amounts, if any, for which Town has withheld funds pursuant to its rights under any portion of the Contract Documents. Inadequately supported charges are subject to disallowance, however, Town will make payments of the balance of the Request for Payment when such amounts are approved. The Request for Payment shall also include the cost of Materials not incorporated in the Work, but delivered and suitably stored at the Project location or at some other location approved by Town.

**8.3** The Town and/or Design Consultant shall review each such Request for Payment and may make such exceptions as the Town reasonably deem necessary or appropriate under the state of circumstances then existing. In no event shall Town be required to make payment for items to which Town reasonably takes exception.

**8.4** Town shall make payment to the Contractor in the amount approved, subject to Section 8.2. The payment of any Request for Payment by Town, including the Final Request, does not constitute approval or acceptance by Town of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of Town's rights hereunder or at law or in equity.

**8.5** The Contractor agrees that ten percent (10%) of the amount due for Work as set forth in each Request for Payment where such Work is performed under a Subconsultant Contract and/or Subcontractor Contract that authorizes Contractor to hold retainage shall be retained by Town until Final Payment (as defined in Section 8.6), except as may be otherwise required by Florida Statutes. For portions of the Work where the Contractor pays one hundred percent (100%) of labor and agreed upon burden or an invoice from a Subcontractor, Subconsultant, vendor, materialmen, or supplier, retainage shall not be required. The foregoing shall not apply to self-performed Work and the Contractor's Fee from which ten percent (10%) shall be retained by the Town until Final Payment, except as may be otherwise required by Florida Statutes. If the Contractor has furnished Bonds in accordance with Section 12.1, and the Contractor is performing satisfactorily when the Contractor obtains and delivers to the Town the Temporary Certificate of Occupancy or the Certificate of Occupancy, Town may elect to reduce the amount retained subject to the consent of Contractor's surety. All requests for retainage reductions must be made in writing prior to invoicing for same. The Contractor may also apply for a release of retainage for Subcontractors, vendors, materialmen, and suppliers for portions of the Work that have been one hundred percent (100%) complete for thirty (30) days or more. In this case, the Town has no obligation to release such retainage but may do so in its sole and absolute discretion. However, the Contractor shall remain liable for Subcontractor's work and for any unpaid laborers, vendors, materialmen, suppliers or Subcontractors in the event it is later discovered that said work is deficient or that any of said laborers, vendors, materialmen, suppliers, or Subcontractors did not receive payments due them on the Project.

**8.6** Within thirty (30) days after Final Completion of the Work and acceptance thereof by Town or as soon thereafter as possible, the Contractor shall submit a final request for payment ("Final Request") which shall set forth all amounts due and remaining unpaid to the Contractor (including the unpaid portion of the retainage) and upon approval thereof by Town, Town shall pay to the Contractor the amount due under such Final Request ("Final Payment") within thirty (30) days of the satisfaction of requirements for Final Payment as set forth in Section 8.7 below.

**8.7** The Final Request shall not be made until the Contractor delivers to the Town complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on the form Certificate of Subcontractor & Final Waiver of Liens and Claims attached hereto as Exhibit "D" and an affidavit that so far as the Contractor has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The Contractor may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to Town to defend and indemnify Town and any other property owner, person or entity Town may be required to indemnify against any lien or claim. In addition, and as a condition precedent to Town's obligations to make Final Payment, the Contractor shall execute and deliver to the Town (a) a Certificate of Contractor & Final Waiver of Liens and Claims of the Contractor on the form attached hereto as Exhibit "E," and (b) the written consent of Contractor's surety. Notwithstanding the foregoing, provided the Contractor's surety provides the Town with its unqualified consent to Final Payment, the following method for Final Payment shall be followed. Within thirty (30) days following the Town's approval of the Final Request, Town



shall pay the Contractor the amount due under such Final Request less (i) the remaining portion of the Contractor's Fee, (ii) any retainage of Contractor's Fee held by Town, and (iii) Cost Savings, if any. Following delivery by the Contractor to the Town of the original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers and vendors, as well as the documents set forth in subsections (a) and (b) above, the Town shall pay the Contractor the remaining amounts in the Final Request for items (i), (ii), and (iii) above.

**8.8** Any provision hereof to the contrary notwithstanding, Town shall not be obligated to make full payment to the Contractor if any one or more of the following conditions exists:

- a. the Contractor is in default of any of its obligations under any of the Contract Documents or is in default of any other obligation owed by Contractor to Town under this Agreement or any other agreement or transaction between the Contractor and Town in connection with the Project; and/or
- b. any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; and/or
- c. the Contractor has failed to make payments within ten (10) days of receipt of payment from Town to any Subcontractor or for Material or labor used in the Work for which Town has made payment to the Contractor; and/or
- d. if Town, in its good faith judgment, determines that the portion of the GMP then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents whereupon no additional payments will be due the Contractor hereunder unless and until the Contractor, at its sole cost, performs a sufficient portion of the Work so that such portion of the GMP then remaining unpaid is determined by Town to be sufficient to so complete the Work.

Town, in its reasonable discretion, shall determine the value associated with such conditions and shall act to reduce Contractor's payment by the determined amount.

**8.9** Contractor shall use the sums paid to it pursuant to this Article 8 solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the Work in accordance with the Plans, Specifications, Change Orders, and Addenda and payment of bills incurred by the Contractor in performance of the Work. With the submission of each Request for Payment the Contractor shall furnish to the Town a Certificate of Contractor & Partial Waiver of Lien on the form attached hereto as Exhibit "F" and a certified statement accounting for the disbursement of funds received from Town. Such statement shall itemize all disbursements to Subconsultants, Subcontractors, materialman, and vendors, and if required by Town, shall be accompanied by copies of subcontract payment vouchers, vendors' invoices,

payrolls and other data substantiating actual expenditures, as well as a Certificate of Subcontractor & Partial Waiver of Lien, from each Subcontractor, material man, or vendor, on the form attached hereto as Exhibit "G." As a condition precedent to the receipt of Final Payment, all such parties shall submit a full and final waiver and release of mechanic's lien rights for all sums due under their respective Subcontractor Contracts, purchase orders or other agreements. However, no provision hereof shall be construed to require Town to see to the proper disposition or application of the monies so advanced to the Contractor, except to the extent provided in Section 8.7.

**8.10** Contractor shall promptly pay all bills for labor and material performed and furnished by its Subconsultants, Subcontractors, suppliers, vendors, and materialmen, in connection with the construction, furnishing and equipping of the Project and the performance of the Work.

**8.11** The term "Cost of the Work" shall mean those actual costs necessarily incurred and paid or payable by the Contractor in connection with the proper performance of all the Work including the Work excluding those items set forth in Section 8.12, and shall include the following items:

**8.11.1** Wages paid for labor in the direct employ of the Contractor in the performance of the Work at the Project location including actual effective FICA, state and federal unemployment taxes, group insurance, worker's compensation insurance, and benefits required by law or collective bargaining agreements, and for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions provided such costs are based on the actual wages and salaries of such employees. Any overtime premium or shift differential expense to be incurred by the Contractor shall require the Town's advance written approval if the incremental cost of the overtime premium or shift differential will be considered a part of Cost of the Work. Overtime premium will not be considered part of the Cost of the Work cost unless the individual has worked forty (40) hours during that same pay period (not to exceed one (1) week) on the Project or the individual worked on the weekend at the Town's request. Overtime wages paid to salaried personnel (if approved in advance in writing by the Town), will be limited to the actual rate of overtime paid to the individual. No payroll charges or other reimbursements for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime work. Payroll labor charges shall list individual employee names, employee numbers (i.e. social security numbers), titles/classifications, actual hourly base rates, and included benefits. Payroll labor charges shall be compiled on a weekly basis, substantiated by a certified payroll register. Although the Contractor will submit its billings for payroll and benefits on a percentage basis, prior to final payment the Contractor shall adjust its billing to reflect the lower of actual or effective payroll tax and insurance rates.

**8.11.2** Salaries and actual benefits (as described in Section 8.11.1 above) of the Contractor's supervisory or administrative personnel stationed at the field office, or with Town's prior written agreement at the Contractor's home office, for the Work and employees engaged, at shops or on the road, in expediting the inspection, production or transportation of

the material or equipment for the Work. The number of employees in these classifications, and the rates of pay, shall be subject to prior written approval of Town. All associated labor charges must be detailed and substantiated by certified payrolls.

**8.11.3** If approved in advance in writing by Town, reasonable transportation, traveling and lodging expenses of representatives of the Contractor incurred in the discharge of duties related to the Work.

**8.11.4** The cost (including transportation, storage, operating and normal maintenance costs) of all materials, equipment, temporary structures which house equipment, materials, and supplies purchased or rented for use on the Project. For qualified tools and equipment to be rented by the Contractor from its own stock or the stock of its affiliates, subsidiaries or related parties (collectively, "Contractor's Stock"), the Contractor shall submit to Town a detailed listing of such tools and/or equipment, together with the applicable rental rates (on an hourly, daily, weekly and monthly basis), the estimated total rentals (based on the most economical rental period), the proposed use of the tools and/or equipment, the original purchase price and the date of purchase and the estimated current fair market value; provided, however, the parties acknowledge and agree that it is not anticipated that there will be any rentals from Contractor's Stock. No rental costs for tools and/or equipment rented from Contractor's Stock shall be included in the Cost of the Work unless Town is provided with the foregoing information and Town gives advance written approval of such rental. For equipment and/or tools rented from Contractor's Stock, the Contractor shall maintain daily equipment usage reports noting the hours and usage, as well as idle and standby time. Such equipment usage reports shall be used to determine whether hourly, daily, weekly or monthly rates shall apply, and Contractor's billings shall be based upon the most economical rates to Town. Rental rates for vehicles shall include insurance, and shall not exceed \$650 per month for vehicles three years of age. Rental rates for equipment shall not exceed the current market rental rates from local third party equipment rental companies.

The Contractor shall maintain and submit to Town on a monthly basis a detailed inventory of all rented equipment with a market value of \$500 or more used on the Project, including equipment owned by the Contractor, if any. For each piece of such rented equipment, such inventory shall contain: (a) the rental rate for the piece of equipment, (b) the anticipated duration of the rental period, and (c) the total anticipated rental to be paid for the equipment. Based on such inventory, the Town shall have the option to purchase such equipment with any increase between the anticipated rental rate and the purchase price added to the GMP for Work by Change Order.

Equipment rented or supplied by the Contractor must be initially rented or supplied in good working condition. Above normal maintenance, capital improvements, overhauls are not chargeable to Town. Daily, weekly or monthly rental rates are to be billed when it results in cost savings to Town. Town reserves the right to dispose of all such materials, equipment, temporary structures, tools and supplies which shall have been purchased, when no longer required for the Work.

**8.11.5** Amounts due under all Subcontractor Contracts and Subconsultant Contracts made in accordance with the provisions of the Contract Documents. All Subcontractor Contracts and Subconsultant Contracts must be let in accordance with the Contract Documents. Any deviations must have prior written approval from Town.

**8.11.6** The cost of telephone, postage, photographs, blueprints, office supplies, first aid supplies and related miscellaneous costs reasonably incurred in direct support of the Work at the Project location.

**8.11.7** Premiums (Net) on bonds and insurance, if any, that the Contractor is obligated to secure and maintain under the terms of the Contract Documents and such other insurance and bonds as may be required, subject to the written approval of Town, including bonds for Subcontractor Contracts in excess of \$100,000. Deductibles paid by Contractor in connection with any claims made under insurance policies required by this Agreement. Premiums paid as part of the Cost of Work shall be net of trade discounts, volume discounts, dividends, and other adjustments.

**8.11.8** The cost of obtaining and using all utility Work required for the Work.

**8.11.9** The cost of all fees and assessments for the building permit and for other permits, licenses, and inspections which the Contractor is required by the Contract Documents to pay.

**8.11.10** The cost of prompt removal of all of the Contractor's debris. All Subcontractor Contracts shall require the prompt removal of all debris created by Subcontractor activities and the Contractor shall exercise its best efforts to enforce such requirements or to effect an appropriate back charge to those Subcontractors who fail to meet their requirements in this regard.

**8.11.11** The cost and expenses, actually sustained by the Contractor in connection with the Work, of protecting and repairing adjoining property, if required, (Town's prior approval for repairs must be obtained except in emergencies), and of settlements for same made with the written consent of Town, except to the extent that any such cost or expense is due to the failure of the Contractor to comply with the requirements of the Contract Documents with respect to insurance, or due to the failure of any officer of the Contractor or of any of its representatives having supervision or direction of the Work to exercise good faith or the highest standard of care normally exercised in the conduct of the business of a general Contractor experienced in the performance of work of magnitude, complexity and type encompassed by the Contract Documents, in any of which events any such expenses shall not be included in the Cost of the Work.

**8.11.12** Federal, state, municipal, sales, use and other taxes, as applicable to the Project, all with respect to Work performed or materials furnished for the Work, it being understood that none of the foregoing includes federal, state or local income or franchise taxes.

**8.11.13** All reasonable costs and expenditures necessary for the operation of the project job site office, including cost of field computer Work (quantity and rates are subject to Town's prior written approval), including job site terminal (ownership to Town), for purposes of field payroll preparation and control and such progress photos as required by Town; copies of all such photos to be dated, identified and furnished directly to Town.

**8.11.14** The cost of secured off-site storage space or facilities, which have been approved by Town. For all materials listed off-site, Town shall be listed as owner with a Bill of Sale issued to Town for these items.

**8.11.15** Any other expenses or charges incurred, with the prior written approval of Town, in the performance of the Work.

**8.11.16** All cash and trade discounts, credits for early payment if funded by the Town, rebates, volume discounts, reduced payments or other benefits accruing to the Contractor in connection with the purchase or rental of materials, equipment, Work or other goods required under this Agreement shall accrue to Town.

**8.11.17** Legal fees and expenses required for the prosecution of the Work provided the same are approved in writing by the Town prior to being incurred. The foregoing specifically excludes any legal fees and costs incurred in preparing and negotiating this Agreement and any Change Orders as well as any legal fees and costs relative to any matters between the Contractor and Town.

**8.11.18** Costs of correction of the Work under Section 26.1 below, if the costs are not attributable to the fault or negligence of the Contractor and/or its Subcontractors, but this inclusion shall not imply any responsibility of the Contractor and/or its Subcontractors to correct any Work after expiration of the limitation period provided in Section 26.1 below.

**8.12** The Cost of the Work shall not include the following:

**8.12.1** The Work and related expenses, except as otherwise provided in Section 8.11.1 above, of any officers or general office supervisory personnel of the Contractor and of personnel in the Contractor's personnel, legal, advertising, data processing, scheduling, labor relations, insurance and tax departments and all other costs of doing business (including, but not limited to, copying, fax and computer charges), Work and related expenses required to maintain and operate the Contractor's general offices and any established branch offices, other than the field office for the Work.

**8.12.2** The Work and related expenses of the Contractor's purchasing, secretarial, estimating and accounting departments and clerical staff at the Contractor's general offices or any established branch offices. These Work shall include all costs associated with computer equipment and related expenses, copying equipment, fax charges (either by page or machine costs), CADD equipment (unless approved in writing by Town prior to invoicing for same), signage, professional association costs (including, but not limited to, AGC/ABC Fees),

bonding charges (including, but not limited to, Fidelity Bonds on office and/or job site personnel), and/or other related expenses.

**8.12.3** The use of capital including interest employed for the Work.

**8.12.4** Amounts required to be paid by the Contractor for federal, state or local income or franchise taxes.

**8.12.5** Except as set forth in Section 8.11.18 above, costs due to the negligence of the Contractor, any Subconsultant or Subcontractor or supplier employed by the Contractor or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective work, disposal of materials and equipment wrongfully supplied, or making good any damage to property.

**8.12.6** Costs in excess of the sum of the GMP for Work.

**8.12.7** Entertainment and meal expenses and charges of a personal nature.

**8.12.8** Travel charges unless approved in advance of trip in writing by Town. If travel is authorized the charges are to be billed as a separate line item listing employee name, purpose of trip, dates traveled and the daily cost of individual items for which reimbursement is sought.

**8.12.9** Bonuses, profit-sharing or other special labor charges unless approved in writing by Town prior to being incurred.

**8.12.10** Except as set forth in Section 8.11.7, any legal fees and accounting fees.

**8.12.11** All losses resulting from lost, damaged, or stolen tools and/or equipment.

**8.12.12** Any cost not specified in Section 8.11 above.

## **9. SUBCONTRACTOR AND SUBCONSULTANT CONTRACTS AND PURCHASE ORDERS.**

**9.1** Upon the earlier to occur of (a) thirty (30) calendar days after execution of the Agreement or (b) as soon as possible after the GMP for the Work is agreed upon by the parties, and in either case so as not to delay the Project, the Contractor shall prepare and submit for Town's approval the names of the persons or entities proposed by the Contractor to furnish materials, equipment, or Work for each portion of the Work. The Contractor shall contract solely in its own name and behalf, and not in the name or behalf of Town with the selected Subcontractor or Subconsultant. The Contractor's form of Subcontractor Contract and Subconsultant Contract shall be subject to approval of Town, and once approved may be utilized by Contractor without further approval by the Town provided that no substantial deviations are

made to the approved form of Subcontractor Contract and Subconsultant Contract. At a minimum, the Subcontractor Contract and Subconsultant Contract shall provide that the Subcontractor or Subconsultant, as applicable, shall perform its portion of the Work in accordance with all applicable provisions of this Agreement and the other Contract Documents, that Subcontractor or Subconsultant is bound to the Contractor to the same extent as the Contractor is bound to Town, shall provide for a ten percent (10%) retainage for labor and materials, shall provide for termination of the Subcontractor Contract and Subconsultant Contract by the Contractor in the same manner and method as provided in Article 37 of this Agreement, and shall further provide that, in the event this Agreement is terminated for any reason, that the Subcontractor or Subconsultant shall, at Town's option, perform its Subcontractor Contract or Subconsultant Contract for Town without additional or increased cost, provided the Subcontractor or Subconsultant is paid in accordance with its Subcontractor Contract or Subconsultant Contract. The Contractor shall sign and cause each Subcontractor and Subconsultant to sign an Assignment of Rights Agreement in the form attached hereto as Exhibit "H" (any cost for execution of said assignment will be borne by the Contractor and included in the GMP). Nothing contained herein shall, however, create any obligation on Town to assume any Subcontractor Contract or Subconsultant Contract or make any payment to any Subcontractor or Subconsultant unless Town chooses to request Subcontractor or Subconsultant to perform pursuant to this Section 9.1 or as otherwise provided in this Agreement, and nothing contained herein shall create any contractual relationship between Town and any Subcontractor or Subconsultant.

**9.2** The Contractor shall not contract with any Subcontractor, Subconsultant, materialman, vendor, or supplier to whom Town has made reasonable objection or with whom the Town could not lawfully enter into a contract; provided, however, if such results in an increase or decrease cost to the Construction Work, the parties shall execute and deliver a Change Order increasing or decreasing the GMP for the Work based upon the actual amount of such increased or decreased cost to the Work.

**9.3** All Subcontractor Contracts and Subconsultant Contracts shall, so far as practicable, contain unit prices and any other feasible formula for use in determination of the cost of changes in the Work.

## **10. INSURANCE.**

**10.1** The Contractor shall provide or cause to be provided insurance of the type and on the terms and conditions as specified in Exhibit "I" attached hereto. The cost of this insurance is included in the GMP. The failure of the Contractor to provide such insurance shall be considered a material breach of this Agreement. Insurance purchased by the Contractor shall be purchased from a carrier acceptable to Town.

**10.2** Contractor shall maintain the coverages for insurance as required by Exhibit "I" as set forth in this Section 10.2 and thereafter during any and every period when Contractor and/or any of its Subcontractors are performing any work or furnishing any Work pursuant to the Contract Documents. Upon execution of this Agreement, Contractor shall provide or cause

to be provided the workers' compensation insurance, comprehensive general liability insurance, business automobile insurance, and the umbrella liability insurance policies. Immediately following the issuance of the Notice to Proceed for the Work, Contractor shall provide the builder's risk insurance policy; provided, however, no Work shall be performed unless and until the builder's risk insurance policy is provided to the Town in accordance with this Agreement.

## **11. INDEMNITY.**

**11.1** In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees to indemnify, protect, defend, and hold harmless the Town its elected officials, officers, employees, consultants, and agents from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. The foregoing indemnity is limited to the maximum amount of the insurance coverage limits set forth in Exhibit "I" attached hereto (i.e., \$10,000,000), which monetary limitation on the extent of the indemnification both parties acknowledge and agree bears a reasonable commercial relationship to the Agreement.

**11.2** The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or any Subcontractor or Subconsultants under worker's compensation acts, disability benefit acts, or other employee benefit acts.

**11.3** In the event that any claims are brought or actions are filed against the Town with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor agrees that the Town may select the attorneys to appear and defend such claims or actions on behalf of the Town. The Contractor further agrees to pay at the Contractor's expense the attorneys' fees and costs incurred by those attorneys selected by the Town to appear and defend such claims or actions on behalf of the Town. The Town, at its sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the Town.

**11.4** To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.



**12. BONDS.**

**12.1** Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work (collectively referred to herein as the "Bonds") each in an amount equal to one hundred percent (100%) of the GMP and each in the form attached hereto as Exhibits "J-1" and "J-2" or in other form satisfactory to Town. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the GMP. Within ten (10) days of issuance, Contractor shall record all bonds required by the Agreement in the Department of Public Records of Miami-Dade County.

**12.2** Prior to performing any portion of the Work, the Contractor shall deliver to Town the Bonds required to be provided by Contractor as set forth in Section 12.1.

**13. INDEPENDENT CONTRACTOR.** In performing its obligations hereunder, the Contractor shall be deemed an independent Contractor at Risk and not an agent or employee of Town. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement, unless the Contract Documents give other specific instructions concerning these matters.

**14. INSPECTIONS AND AUDIT.**

**14.1** The Contractor represents that he has inspected the Project Location and has satisfied himself as to the condition thereof and that the GMP is just and reasonable compensation for all Work, including all foreseen or foreseeable risks, hazards, and difficulties in connection therewith.

**14.2** Town and the Design Consultant at all times shall have access to the Work for inspection thereof, but shall not be obligated to conduct any such inspection. The Contractor shall provide proper and safe facilities for such access and inspection by Town and the Design Consultant. If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed.

**14.3** No inspection performed or failed to be performed by Town, the Design Consultant, or both shall be a waiver of any of the Contractor's obligations or be construed as an approval or acceptance by Town of the Work or any part thereof.

**14.4** To ascertain if the Scope of Work as detailed under this Agreement has been performed, Town shall have access to the Work and the right to audit all of the Contractor's major Subcontractors and major Subconsultants books, records, correspondence, instructions, drawings, receipts, payment records, vouchers and memoranda relating to the Work, and the Contractor and all major Subcontractors and major Subconsultants shall preserve all such

records and supporting documentation for a period of six (6) years after the Final Payment. The Contractor further grants to Town the authority to enter its premises for the purpose of inspection of such records and supporting documentation or, at the Contractor's option, Contractor may make such records and supporting documentation available to Town at a location satisfactory to Town. For purposes of this Agreement, a major Subcontractor or major Subconsultant is a Subcontractor or Subconsultant that performs more than ten percent (10%) of the Work.

14.5 Although the Contractor and the other parties are required to maintain its records, as set forth in 14.4, for a period of six (6) years from the date of Final Payment under this Agreement, Town will audit Contractor's and the other parties' records for purpose of adjustment to Contractor's payments under this Agreement, if at all, within three (3) years after Final Payment under this Agreement.

15. **AS-BUILT PLANS AND SPECIFICATIONS.** Concurrent with the Final Request for Payment, the Contractor shall furnish final as-built Plans and Specifications including surveys, to the Town in a format acceptable to the Town, showing the exact locations of all structures and water, sewer, gas, fuel, telephone, security, and electric lines and mains and of all easements for such utilities then existing. Such as-built Plans and Specifications and surveys shall be prepared by, as applicable, a licensed architect or surveyor who shall certify that the Work is installed and erected entirely upon the Project Location and within the building restriction lines, if any, and does not overhang or encroach upon any easement or right-of-way of others.

16. **NO LIENS.**

16.1 Contractor acknowledges and agrees that the Property is owned by the Town and is therefore excluded from the definition of "real property" upon which liens may be placed as set forth in Section 713.01(24), Florida Statutes. Contractor further acknowledges and agrees that the Work to be performed hereunder is for the construction of a public building and that the Contractor shall comply with the requirements of Section 255.05, Florida Statutes, including but not limited to, the provision of bonds and payment of claims. The Contractor hereby waives, releases, and relinquishes any right to claim or file a mechanic's or materialmen's lien against the Work or any portion thereof, the Project Location or the County including, but not limited to, any rights the Contractor may have under Chapter 713, Florida Statutes. This waiver and relinquishment of Contractor's rights to claim a mechanic's lien is made for good and valuable consideration and in recognition that Town would not enter into this Agreement without such waiver and relinquishment. The Contractor shall, if the Project is subject to the foregoing conditions, include a provision substantially similar to this Section 16.1 in each of its Subcontractor Contracts and purchase orders, requiring Subcontractors, materialmen, vendors and suppliers to waive any claim or entitlement to a mechanic's or materialmen's lien on the Project Location and to look solely to the credit of the Contractor or its surety for payment of any sums due on the Project.

**16.2** The Contractor shall not voluntarily permit any laborer's, materialmen's, mechanic's, or other similar lien to be filed or otherwise imposed on any part of the Work or the Town's property. If any laborer's, materialmen's, mechanic's, or other similar lien or claim thereof is filed and if the Contractor does not cause such lien to be released and discharged forthwith, or file a bond in lieu thereof, Town shall have the right to pay all sums necessary to obtain such release and discharge and deduct all amounts so paid from the next payment due the Contractor under this Agreement. If any such lien is filed or otherwise imposed, at the request of Town, the Contractor shall cause such lien to be released and otherwise discharged. The Contractor hereby indemnifies and holds harmless Town and the County from all claims, losses, demands, causes of action, expenses including attorneys' fees, or suits of whatever nature arising out of any such lien.

**17. TITLE TO WORK.** Immediately upon delivery and payment by the Town to Contractor or supplier, as applicable, of Materials to the Project Location or the performance of any part of the Work, as between the Contractor and Town, title thereto shall vest in Town; provided, however, the vesting of such title shall not impose any obligations on Town or relieve the Contractor from any of its obligations hereunder.

**18. WORK IN PROGRESS.** The Contractor shall protect and prevent damage to all phases of the Work, and any existing facilities or improvements, including but not limited to the protection thereof from damage by the elements, theft, or vandalism. During the course of the Work, the Contractor shall remain responsible for the risk of loss of the Work and shall promptly remedy, repair and replace all damage and loss (other than damage or loss insured under insurance required by the Contract Documents) to the Work caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed or controlled by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent such damage or loss is attributable to the negligence of the Town or anyone directly or indirectly employed by the Town, or by anyone for whose acts the Town may be liable, and not attributable to the fault or negligence of the Contractor.

**19. HAZARDOUS SUBSTANCES.**

**19.1** The Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project Location any Hazardous Substance, as defined in Section 19.4, except in accordance with applicable Environmental Laws. Further, in performing the Work, the Contractor shall not cause any release of hazardous substances into, or contamination of, the environment, including the soil, the atmosphere, any watercourse or ground water, except in accordance with applicable Environmental Laws. In the event the Contractor engages in any of the activities prohibited in this Section 19.1, to the fullest extent permitted by law, the Contractor hereby indemnifies and holds harmless Town and its officers, agents and employees from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including but not limited to expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Section 19.1 (collectively "Environmental Claims"); provided, however, the Contractor shall not be responsible for any Environmental Claims arising from Hazardous Substances existing

at the Project Location as of the date of this Agreement except to the extent the Environmental Claims result from the acts or omissions of Contractor and/or Contractor's failure to comply with the requirements of Section 19.1 and 19.2.

**19.2** In the event the Contractor encounters on the Project Location any Hazardous Substance, or what the Contractor reasonably believes to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project Location, in a manner violative of any applicable Environmental Laws, the Contractor shall immediately stop Work in the area affected and report the condition to Town in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of Town if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event the Contractor fails to stop the work upon encountering a Hazardous Substance at the Project, to the fullest extent permitted by law, the Contractor hereby indemnifies and holds harmless Town and its officers, agents and employees from and against all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to, or resulting from the Contractor's failure to stop the Work.

**19.3** An extension of time plus payment of reasonable itemized general conditions including demobilization costs shall be the Contractor's sole remedy for any delay arising out of the encountering and/or rendering harmless of any Hazardous Substance at the Project Site. Town and the Contractor may enter into an agreement for the Contractor to remediate and/or render harmless the Hazardous Substance, but the Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

**19.4** For purposes of this Agreement, the term "Hazardous Substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound, or mixture, which are defined in or included under or regulated by any local, state, or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and The Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Chapters 161, 253, 373, 376 and 403, Florida Statutes, the rules and regulations of the Florida Department of Environmental Protection, or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Article 19 based on the law in effect at the time its Work are rendered and to comply with any amendments to those laws for all Work rendered after the effective date of any such amendments.

## **20. COMPLIANCE WITH LAWS.**

**20.1** The Contractor shall notify Town in writing of all conflicts between the Contract Documents and any laws, ordinances, rules, regulations and restrictions that come to the attention of the Contractor or should have come to the Contractor's attention with the exercise of due care. If the Contractor performs any of the Work knowing, or when with the exercise of due care the Contractor should have known, it to be contrary to any such laws, ordinances, rules, regulations or restrictions and fails to give Town written notice thereof prior to performance, the Contractor shall bear all related costs, liabilities, and expenses arising from such noncompliance including reasonable attorney's fees and costs.

**20.2** The Contractor, at its sole cost, shall obtain all necessary licenses, building and other permits, and similar authorizations from governmental authorities required or necessary to perform its obligations hereunder, and shall give all notices required by, and otherwise comply with, all applicable laws, ordinances, rules, regulations and restrictions.

**20.3** The Contractor agrees that all of the Contractor's Work and the Work shall comply with all applicable laws, statutes, ordinances, codes, executive orders, rules, regulations including without limitation, those adopted by the Town, all Environmental Laws as defined in Section 19.4, and the federal and State of Florida "Right to Know" laws related to Hazardous Substances in the workplace.

## **21. PERSONNEL.**

**21.1** All personnel used or employed by the Contractor in the performance of the Work shall to the best of Contractor's knowledge be qualified by training and experience to perform their assigned tasks. At the request of Town, the Contractor shall not use in the performance of the Work any personnel deemed by Town to be incompetent, careless or unqualified to perform the work assigned to him, or otherwise unsatisfactory to Town.

**21.2** The Contractor agrees that in the performance of the Work called for by this Agreement, it will employ only such labor, and engage Subconsultants and Subcontractors that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workmen employed on the Project Location or on any other building, structure, or other improvement which the Contractor or any other Contractor may then be erecting or altering on behalf of Town. The Contractor agrees that it shall not employ any labor that will interfere with labor harmony at the Project location or with the introduction and storage of materials and the execution of work by other Subconsultants and Subcontractors. In the event of a strike or stoppage of work resulting from a dispute involving or affecting the labor employed by the Contractor or any of its Subcontractors, Town may, at its option and without demand, terminate this Agreement for default unless the Contractor shall remedy the strike or work stoppage or other disruption within ten (10) calendar days after the dispute arises.

21.3 Contractor shall furnish Town, on request, resumes of Contractor's key personnel involved in the day-to-day Work on the Project.

## 22. SAFETY AND PROTECTION.

22.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

22.1.1 all persons on Project Site or who may be affected by the construction;

22.1.2 all Work and Materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

22.1.3 other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

22.2 Contractor shall comply with applicable laws and regulations of any public body having jurisdiction for safety or persons or property to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, materialman, supplier, vendor, or any other individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Town has issued a notice to Contractor that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion in Section 6.2).

22.3 **Safety Representative.** Contractor shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

22.4 **Hazard Communication Programs.** Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.

22.5 **Emergencies.** In emergencies affecting the safety or protection of persons or the construction or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from the Town, is obligated to act to prevent threatened damage,

injury or loss. Contractor shall give Town prompt written notice if Contractor believes that any significant changes in the construction or variation from the Contract Documents have been caused thereby. If a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued to document the consequences of such action.

**23. USE OF SITE AND OTHER AREAS.**

**23.1** Contractor shall confine construction equipment, the storage of materials and equipment and the operations of construction workers to those lands and areas permitted by the Town and other land and area permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber any such land or area's with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or any adjacent land or areas, resulting from the performance of the construction. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceedings or at law. Contractor shall, to the fullest extent permitted by law and regulations, indemnify and hold harmless the Town, Town's consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against Town, or any other party indemnified hereunder to the extent caused by or based on Contractor's, or its Subconsultant's or Subcontractor's performance of the construction.

**23.2** During the performance of the Work, Contractor shall keep the Project Site free from accumulations of waste materials, rubbish and other debris resulting from the construction. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, temporary construction and machinery and surplus materials. Contractor shall leave the Project Site clean and ready for occupancy by Town at Substantial Completion. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

**23.3** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

**24. CONTRACTOR'S WARRANTIES.** The Contractor represents and warrants to the Town:

**24.1** That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Agreement; that it is able to furnish the Materials and Work; that it is experienced in and competent to perform the Work contemplated

by this Agreement; and that it is qualified to do the Work herein and is authorized to do business in the state in which the Project is located.

**24.2** That the Contractor holds a general contractor's license, and any other permits and licenses necessary to perform the Work, as required by law.

**24.3** That the Work shall be constructed in a good and workmanlike manner, free from defects, and in strict compliance with the Contract Documents.

**25. DEFECTS.**

**25.1** The Contractor shall at its sole cost (a) replace any parts of the Work that fail to conform with the requirements of this Agreement that appear during progress of the Work on the Project; (b) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from the time of Final Completion of the Work hereunder or within such longer period of time as may be set forth in the Plans and Specifications, and Addenda or other Contract Documents or as may be required by law; and (c) replace, repair or restore any parts of the Project or furniture, fixtures, equipment or other items placed therein (whether by Town or any other party) that are injured or damaged by any such parts of the work that do not conform to the requirements of this Agreement or are due to defects in the work. The provisions of this Article 25 apply to work performed by Subcontractors as well as work performed directly by employees of the Contractor. In addition to the Contractor's responsibility to make repairs or redo work under this Article 25, the Contractor shall also be responsible to Town for any damages suffered by Town as a result of said defects, provided however the Contractor will not be liable for any consequential damages suffered by the Town. The Contractor shall commence any work required under this Article 25 promptly after notice from Town and shall diligently complete such work in a good and workmanlike manner in compliance with the terms of this Agreement applicable to the work generally.

**25.2** If Town and the Contractor deem it inexpedient to require the correction of Work damaged or not performed in accordance with the Contract Documents, an equitable deduction from the GMP shall be made by agreement between the Contractor and Town. If Town and the Contractor fail to reach a settlement or the Contractor fails to perform and is not protected by surety (or the surety fails to perform), Town retains the right to perform the Work after seven (7) days written notice to the Contractor and/or surety. Town may withhold the cost of said Work as deemed just and reasonable from monies, if any, due the Contractor. If no monies are held by Town, reimbursement shall be made to Town within thirty (30) days by the Contractor.

**25.3** The Contractor's express warranty herein shall be in addition to, and not in lieu of, any other warranties or remedies Town may have under this Agreement, at law, or in equity for defective Work.



25.4 If Town elects to perform the work described in this Article 26, this shall not void or otherwise impair the Bonds required by this Agreement. If Town elects to enforce the Bonds, the surety shall cause the work to be commenced within seven (7) days after notice from Town and diligently completed thereafter in a good and workmanlike manner in accordance with the terms of this Agreement applicable to the Work generally.

26. **SIGNAGE.** Except for safety signage required by applicable laws which shall be installed in compliance with applicable laws, all construction signage, including, but not limited to that appearing on cranes and other construction equipment located at the Project Location, shall be subject to the prior written approval of Town. The Contractor recognizes that all signage (except safety signage required by applicable laws) may be disallowed, in Town's sole discretion, and that existing signage or advertising on construction equipment, field offices, trailers, construction fences, etc., may be required to be masked or deleted, all at no cost or expense to Town. Notwithstanding the foregoing, the parties intend to erect a Project sign identifying the Town, Contractor and key participants in the Project. Such Project sign shall be installed in compliance with the Town's sign ordinance.

27. **PRESS RELEASES.** The Contractor shall coordinate any public announcement or publicity releases relating to the Project through the Town's Public Affairs Officer. The Contractor shall also require Subconsultants, Subcontractors, materialmen, suppliers, and vendors to comply with this requirement.

28. **OWNERSHIP OF CONTRACT DOCUMENTS.** All Plans, Specifications, Detail Drawings and other Drawings prepared in connection with the Project, upon payment by Town to Contractor therefore, shall be and remain the property of Town and are not to be used by the Contractor on any other project and shall be relinquished to Town at Final Completion or sooner if otherwise required by this Agreement, provided, however, that the Contractor may maintain one record set of As-Built drawings. In the event this Agreement is terminated prior to Final completion of the Work, the Contractor shall immediately provide electronic copies, in a format acceptable to the Town, of all documents prepared in connection therewith. Such documents shall be provided to Town with an authorization in a form and substance acceptable to Town from the applicable Subconsultants authorizing the Town to use the documents for the Project.

29. **REPRESENTATIVES.**

29.1 The name of the party who is to be the "Town's Representative" is shown in the Project Summary unless and until Town notifies the Contractor in writing that another individual shall be Town's representative. Town's Representative is authorized to recommend approval of Change Orders and increases in the GMP, but Change Orders and increases in the GMP shall be binding on Town only if signed by the Town Manager.

29.2 The name of the party who is to be the "Contractor's Representative" is shown in the Project Summary. Unless a corporate officer of the Contractor advises Town, in writing, of any limitations on the authority of Contractor's Representative, Contractor's Representative

shall have full authority to execute any and all instruments requiring the Contractor's signature and to act on behalf of the Contractor with respect to all matters arising out of this Agreement.

**30. ASSIGNMENT.** The Contractor shall not assign this Agreement or sublet it as a whole or in part without the written consent of Town, which consent may be withheld or conditioned by the Town in its sole discretion; nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of Town, which consent may be withheld or conditioned by the Town in its sole discretion. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

**31. NONDISCRIMINATION.** The Contractor agrees that it will not knowingly violate any applicable laws or regulations prohibiting discrimination in employment in the performance of its work under this Agreement.

**32. WAIVER.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by, payment by, or tentative approval or acceptance by Town, or the failure of Town to perform any inspection hereunder, shall not constitute a final acceptance of the Work or any part thereof and shall not release the Contractor from any of its obligations hereunder.

**33 CONSTRUCTION OF TERMS; CONFLICTS.**

**33.1** Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having a masculine or feminine gender shall be deemed to include the other. The term "person" shall be deemed to include an individual, corporation, unincorporated organization, partnership, trust, government and governmental agency or subdivision, as the context shall require.

**33.2** The Contract Documents shall be interpreted so as to eliminate inconsistencies or conflicts, but in the event of any conflict, requirements for greater quantity and/or more expensive work shall govern; the terms of this Agreement shall prevail; and anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans shall have the same effect as if shown or mentioned respectively in both.

**34. CAPTIONS.** The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement or any Section hereof.

**35. ENTIRE AGREEMENT; SEVERABILITY; AMENDMENTS.** The Contract Documents constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in such Contract Documents are hereby canceled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto. In the event any provision of the Contract Documents shall be determined to be illegal, invalid or otherwise unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision, term, covenant or condition of the Contract Documents shall be enforced to the fullest extent permitted by law.

**36. TERMINATION.**

**36.1** Town shall have the right at any time, on not less than seven (7) days prior written notice to the Contractor, to terminate this Agreement without cause and/or for Town's convenience including, but not limited to termination in the event that (a) the Project is abandoned by Town; and/or the Town Commission terminates, suspends or modifies the Project. Upon receipt by the Contractor of such notice of termination (the "Date of Termination"), the Contractor shall immediately discontinue the Work and remove its equipment and employees from the Project location. In the event of termination under this Section 36.1, the Contractor shall have the right, as its sole and exclusive remedy, to recover from Town payment of the Contract Sum for Work performed up to the Date of Termination (less any payment made to the Contractor by Town). In addition, without terminating this Agreement as a whole, Town may, for convenience, terminate a portion of this Agreement (by reducing, in such manner as Town deems appropriate, the scope of the Work to be performed by the Contractor). In which event such termination of a portion of this Agreement shall be treated as a reduction in the scope of the Work, to which an equitable reduction shall be made to Contract Sum.

**36.2** In addition to Town's right to terminate this Agreement for default under the terms of Section 21.2 and elsewhere in this Agreement, if the Contractor shall fail to commence the Work in accordance with the provisions of this Agreement, fail to perform the Work or portions thereof to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract Documents, fail to use an adequate quantity or quality of personnel, equipment, or material to complete the Work within the Contract Time, fail to perform any of its obligations under the Contract Documents, be adjudged a bankrupt, make a general assignment for the benefit of its creditors, permit a receiver to be appointed on account of its insolvency, otherwise insolvent, or fail to make prompt payments to its Subcontractors, materialmen or laborers, Town shall provide the Contractor with written notice thereof, stating the nature of the default complained of. If Contractor does not cure such default within seven (7) days after receipt of such notice (or such longer period agreed to by the parties if the nature of the default is such that it cannot be cured within seven [7] days and Contractor has commenced and is diligently proceeding to cure within the original seven [7] day period), the Town shall have the right, on forty-eight (48) hours written notice thereof to the Contractor to terminate this Agreement.

In the event of termination under this Section 36.2, Town shall notify the Contractor's surety, and the Contractor's surety shall take over and perform this Agreement. The Contractor's surety shall continue to perform, on at least an interim basis, until such time as it makes other satisfactory arrangements for completion pursuant to the Bond obligations. If the Contractor's surety does not commence performance with adequate quantity and quality of personnel, equipment, and material to maintain the Contract Time, within five (5) days from the date of receipt of such notice of termination, Town may, without further notice to the Contractor or its surety, take possession of and use, without any rental obligation to the Contractor or any third party, all or any part of the Contractor's Materials and other property of every kind used by the Contractor in the performance of the Work and use such property in the completion of the Work, and complete the Work with its own forces or by engaging the Work of other parties therefore. Any such act by Town shall not be deemed a waiver of any other right or remedy of Town under this Agreement, the Bonds or otherwise. If after exercising any such remedy the cost to Town of the performance of the balance of the Work is in excess of that part of the GMP which has not previously been paid to the Contractor hereunder, the Contractor and the Contractor's surety shall be liable for and shall reimburse Town for such excess costs and all delay and damages suffered by Town as a result thereof. If after termination of this Agreement under this Section 36.2, it is determined that the Contractor was not in default or that sufficient cause to terminate under Section 36.2 did not exist, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Town under Section 36.1, and that the Contractor agreed to Town's use of its materials and other property, in which case the Contractor shall be entitled to be paid a reasonable sum for Town's use of the Contractor's Materials and/or other property of the Contractor

**36.3** If Town fails to perform any of its obligations hereunder, the Contractor shall have the right to give Town written notice thereof, stating the nature of the default complained of. If Town does not cure such default within fifteen (15) days after receipt of such notice (or such longer period agreed to by the parties if the nature of the default is such that it cannot be cured within fifteen [15] days and Town has commenced and is diligently proceeding to cure within the original fifteen [15] day period), the Contractor shall have the right, on forty-eight (48) hours written notice thereof to Town to terminate this Agreement. The Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice if the Work is suspended for a period of ninety (90) consecutive days or more due to causes not the fault of the Contractor.

**36.4** Town may, if the Contractor neglects to perform the Work properly or to perform any provision of the Contract Documents, or does, or omits to do, anything whereby safety or proper construction may be endangered or whereby damage or injury may result to person or property, after forty-eight (48) hours written notice to the Contractor, without prejudice to any other remedy Town may have, make good all Work, material, omissions or deficiencies, and may deduct the cost therefore from the amount included in the Contract Sum due or which may thereafter become due the Contractor, but no action taken by Town hereunder shall affect any of the other rights or remedies of Town granted by this Agreement or by law relieve the Contractor or the Contractor's surety from any consequences or liabilities arising from such acts or omissions.

**36.5** The rights and remedies of Town under this Section 37 shall be non-exclusive, and shall be in addition to all the other remedies available to Town at law or in equity.

**37. DISPUTE RESOLUTION.**

**37.1** This Agreement shall be governed by the laws of the State of Florida and the applicable laws of the United States of America. Any proceeding seeking to enforce any provision of, or based on any rights arising out of, this Agreement may be brought against any of the parties in the courts of the State of Florida, County of Miami-Dade, or if it has or can acquire jurisdiction in the United States District Court of the Southern District of Florida and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action. **THE PARTIES HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL OR PROCEEDING AND WAIVE ANY OBJECTION TO VENUE, PROVIDED, HOWEVER, THAT SUCH VENUE SHALL BE CONSISTENT WITH THE REQUIREMENTS OF SECTION 47.025, FLORIDA STATUTES.**

**37.2** Pending resolution of any dispute arising under this Agreement, other than termination hereof, the Contractor shall diligently proceed with performance of this Agreement and Town shall continue to make payments in accordance with the Contract Documents, except for performance and payment related to the disputed matter.

**38. NOTICES.** All notices to be given hereunder shall be in writing, and shall be given, served, or made by facsimile transmission followed by one of the following methods: (a) depositing the same in the United States Mail addressed to the party to be notified, postpaid and first class mail, (b) by nationally recognized overnight courier service such as Federal Express or United Parcel Service, or (c) by delivering the same in person to such party. Notices of an alleged default and/or any termination of this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, postpaid, to the recipient party. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties hereto shall be sent to or made to the addresses shown in Section 41 below. By giving the other party at least fifteen (15) days written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as its address for the purposes hereof any other address in the United States of America.

**39. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**40. ADDRESSES.** All invoices, contracts, copies of notices and other correspondence should be addressed to Town and the Contractor as follows:

If to Town:

Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
Fax No.: (305) 993-5097

With a copy to:

Town Attorney  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
Fax No.: (305) 993-1065

If to Contractor:

West Construction, Inc.  
318 South Dixie Highway, Suite 4-5  
Lake Worth, Florida 33460  
Attn: Christopher Caprio  
Fax No. (561) 582-9419

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No. (\_\_\_\_) \_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement is hereby executed as of the date first above set forth:

**CONTRACTOR:**

**WEST CONSTRUCTION, INC.**  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: January \_\_\_\_, 2010

**TOWN:**

**TOWN OF SURFSIDE,**  
a Florida municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: January \_\_\_\_, 2010

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

Approved as to form and legal sufficiency:

.

By: \_\_\_\_\_  
Town Attorney

## EXHIBIT "A"

### CONTRACT TIMES

**A. Substantial Completion.** The Contractor agrees to achieve Substantial Completion within three hundred (300) calendar days from the commencement date set forth pursuant to a Notice to Proceed from the Town's Project Representative to Contractor's Project Representative, which means that the Substantial Completion Date shall not be more than three hundred (300) calendar days from the commencement date. The three hundred (300) calendar days incorporates the Contractor's expectation that it will experience eighteen (18) working days of weather delay during construction of the Project. An extension of the Contract Time for weather delays may only be claimed in accordance with Section 6.2 of the Agreement. Pursuant to Section 6.4 of the Agreement, Final Completion shall occur within forty-five (45) calendar days following Substantial Completion. Time is of the essence in the performance of the Work.

**B. Liquidated Damages.** Pursuant to Section 6.6 of the Agreement, if the Contractor shall neglect, fail, or refuse to complete the Work by the Substantial Completion Date and the Final Completion Date, subject to any proper extension granted by Town, then the Contractor shall pay to Town, or to cause the Contractor's surety to pay to Town, Liquidated Damages in the amount of (a) Five Hundred and 00/100 Dollars (\$500.00) per diem commencing upon the first day following expiration of the Substantial Completion Date and continuing until the actual date of Substantial Completion, and (b) One Thousand and 00/100 Dollars (\$1,000.00) per diem commencing upon the first day following expiration of the Final Completion Date and continuing until the actual date of Final Completion.



**EXHIBIT "B"**  
**CHANGE ORDER**

**CHANGE ORDER**

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**TO: Town of Surfside**

**PROJECT: Town of Surfside Community Center Project No. CC5355**

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

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

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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 \$\_\_\_\_\_ under the Agreement will be [unchanged] [changed] by this Change Order, and (b) the schedule for performance of Work will be [unchanged] [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.

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\_\_\_\_\_

**TOWN OF SURFSIDE,  
a Florida municipal corporation**

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

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

Title: \_\_\_\_\_

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

Town Manager

**EXHIBIT "C"**

**REQUEST FOR PAYMENT FORM**

**REQUEST FOR PAYMENT**

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**PROJECT TITLE: Town of Surfside Community Center**

**CONSTRUCTION AGREEMENT DATED:**

**PROJECT NO: CC5355**

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Invoice #: \_\_\_\_\_

Date: \_\_\_\_\_

Application is made for payment as shown below, in connection with the Construction Agreement (additional sheets are attached to provide a complete breakdown of the requested payment):

- |    |                                                                      |                   |
|----|----------------------------------------------------------------------|-------------------|
| 1. | Guaranteed Maximum Price                                             | \$ _____          |
| 2. | Net Change by Change Orders                                          | \$ _____          |
| 3. | Guaranteed Maximum Price to date (Line 1 + 2)                        | \$ _____          |
| 4. | Total Completed and Stored to date (see continuation sheet)          | \$ _____          |
| 5. | Retainage to date (see continuation sheet)                           | \$ _____          |
| 6. | Total Earned less Retainage (Line 4 less Line 5 total)               | \$ _____          |
| 7. | Less Previous Requests for Payment<br>(line 6 from previous Request) | \$ _____<br>_____ |
| 8. | Current Payment Due                                                  | \$ _____          |
| 9. | Balance to Finish (Line 1 less Line 4)                               | \$ _____          |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Request for Payment has been completed in strict accordance with the contract Documents, that all amounts have been paid by the Contractor for work for which previous Requests for Payment were issued and payment received from the Town and that the current payment requested herein represents a just estimate of reimbursements to the contractors, subcontractors, materialmen, vendors, and

suppliers for Work performed and material delivered. The Contractor further certifies that there are no known mechanic's or materialmen's liens outstanding at the date of this request, that all due and payable bills with respect to the Work and materials have been paid to date or are included in the amount requested herein and that, except for such bills not paid but so included, there is no known basis for the filing of any mechanic's or materialmen's liens on the Work, and that waivers from all contractors, subcontractors, materialmen, vendors and suppliers have been obtained in such form required by the Construction Agreement.

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "D"**  
**CERTIFICATE OF SUBCONTRACTOR &**  
**FINAL WAIVER OF LIEN**

**CERTIFICATE OF SUBCONTRACTOR &  
FINAL WAIVER OF LIEN**

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**TO: Town of Surfside**

**CONTRACTOR:**

**PROJECT: Town of Surfside Community Center Project No. CC5355**

**CONSTRUCTION AGREEMENT DATED:**

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**The undersigned, being duly sworn, on oath deposes and says under penalty of perjury:**

I am the \_\_\_\_\_ of the corporation or other entity identified below as the Subcontractor, which entity has executed the attached Release and Waiver, and I hereby certify that said Subcontractor has paid all employees, contractors and materialmen in full for all labor and materials supplied by them to, for or under the Subcontractor in connection with the attached described Project through and including the date of this instrument, except for such persons listed on the attached sheet in the amount indicated opposite their names, who shall be paid in full within ten (10) days after the date hereof.

On behalf of and in the name of the Subcontractor, I hereby further covenant, warrant and represent that should any claim or lien be filed against the Town of Surfside, a Florida municipal corporation (the "Town"), the Project, the real property upon which the Project is located or against the Contractor for material or labor supplied by, to, for or under the Subcontractor in connection with the Subcontractor's participation in the construction of the Project, the Subcontractor will immediately pay and satisfy such claim or lien or furnish a sufficient bond, pursuant to Chapter 713, Florida Statutes, for the release of such lien, and obtain settlement of any such liens and furnish the Town and the Contractor a signed instrument fully releasing any such liens. The Subcontractor further agrees to fully indemnify and hold harmless the Town, its agents and employees, and the Contractor, its sureties, agents and employees, for any loss, cost or damage, including but not limited to attorneys' fees, which they may incur by reason of any such claim or lien by, through or under the Subcontractor.

I further certify on behalf of and in the name of the Subcontractor that the Subcontractor has complied with all federal, state and local tax laws, including social security laws, and unemployment compensation laws and workers' compensation laws, insofar as same are applicable to the performance of the Subcontractor's obligations in connection with the Project.

**THAT** the undersigned Subcontractor, in consideration of payment made to the undersigned of all sums due the undersigned for labor and/or materials supplied prior to, through and including

the date of this release, and in connection with that certain project (the "Project") known as Town of Surfside Community Center Project No. CC5355, which Project is owned by the Town, does hereby fully and finally waive and release any and all liens, claims, actions, and demands, and all rights to same, against the Town, the Project, the real property upon which the Project is located and any and all other property owned by the Town, in connection with labor and/or Work supplied by the undersigned to the Project prior to and through the date hereof; and

THAT the undersigned Subcontractor does hereby acknowledge and represent that:

- 1. Through the date hereof, the undersigned has received total payments in the amount of \$\_\_\_\_\_ for labor and/or materials supplied to or for the Project; and
- 2. The undersigned Subcontractor hereby acknowledges receipt of payment in full of all sums agreed and required to be paid to the undersigned in connection with the Project for all labor and/or materials supplied by the undersigned to or for the Project prior to, through and including the date hereof.

This instrument has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SUBCONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
                                          )  
COUNTY OF MIAMI-DADE    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who [ ] is personally know to me or [ ] produced \_\_\_\_\_ as identification.

Notary Public: \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  (name typed)  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "E"**

**CERTIFICATE OF CONTRACTOR &  
FINAL WAIVER OF LIEN**

**CERTIFICATE OF CONTRACTOR &  
FINAL WAIVER OF LIEN**

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**TO: Town of Surfside**

**CONTRACTOR:**

**PROJECT: Town of Surfside Community Center Project No. CC5355**

**CONSTRUCTION AGREEMENT DATED:**

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**The undersigned, being duly sworn, on oath deposes and says under penalty of perjury:**

I am the \_\_\_\_\_ of the corporation or other entity identified herein as the Contractor, which entity has executed the attached Release and Waiver, and I hereby certify that said Contractor has paid all employees, subcontractors and materialmen in full for all labor and materials supplied by them to, for or under the Contractor in connection with the above described Project through and including the date of this instrument, except for such persons listed on the attached sheet in the amount indicated opposite their names, who shall be paid in full within ten (10) days after the date hereof.

On behalf of and in the name of the Contractor, I hereby further covenant, warrant and represent that should any claim or lien be filed against the Town of Surfside, a Florida municipal corporation (the "Town"), the Project, the real property upon which the Project is located or any other property owned by the Town of Surfside for material or labor supplied by, to, for or under the Contractor in connection with the Contractor's participation in the construction of the Project, the Contractor will immediately pay and satisfy such claim or lien or furnish a sufficient bond, for the release of such lien, and obtain settlement of any such liens and furnish the Town a signed instrument fully releasing any such liens. The Contractor further agrees to fully indemnify and hold harmless the Town, its agents and employees, from any loss, cost or damage, including but not limited to attorneys' fees, which they may incur by reason of any such claim or lien by, through or under the Contractor.

I further certify on behalf of and in the name of the Contractor that the Contractor has complied with all federal state and local tax laws, including social security laws, and unemployment compensation laws and workers' compensation laws, insofar as same are applicable to the performance of the Contractor's obligations in connection with the Project.

**THAT** the undersigned Contractor, in consideration of payment made to the undersigned of all sums due the undersigned for labor and/or materials supplied prior to, through and including the date of this release, and in connection with that certain project (the "Project") known as Town of Surfside Community Center Project No. CC5355, which Project is owned by the

Town, does hereby fully and finally waive and release any and all liens, claims, actions, and demands, and all rights to same, against the Town, the Project, the real property upon which the Project is located and any and all other property owned by the Town, in connection with labor and/or Work supplied by the undersigned to the Project prior to and through the date hereof; and

**THAT** the undersigned Contractor does hereby acknowledge and represent that:

1. Through the date hereof, the undersigned has received total payments in the amount of \$ \_\_\_\_\_ for labor and/or materials supplied to or for the Project; and
2. The undersigned Contractor hereby acknowledges receipt of payment in full of all sums agreed and required to be paid to the undersigned in connection with the Project for all labor and/or materials supplied by the undersigned to or for the Project prior to, through and including the date hereof.

This instrument has been executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who [ ] is personally know to me or [ ] produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
(name typed)

My Commission expires: \_\_\_\_\_

**EXHIBIT "F"**

**CERTIFICATE OF CONTRACTOR &  
PARTIAL WAIVER OF LIEN**

**CERTIFICATE OF CONTRACTOR &  
PARTIAL WAIVER OF LIEN**

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**TO: Town of Surfside**

**CONTRACTOR:**

**PROJECT: Town of Surfside Community Center Project No. CC5355**

**CONSTRUCTION AGREEMENT DATED:**

---

**The undersigned, being duly sworn, on oath deposes and says under penalty of perjury:**

I am the \_\_\_\_\_ of the corporation or other entity identified herein as the Contractor, which entity has executed the attached Release and Waiver, and I hereby certify that said Contractor has paid all employees, subcontractors and materialmen in full for all labor and materials supplied by them to, for or under the Contractor in connection with the above described Project through and including the date of this instrument, except for such persons listed on the attached sheet in the amount indicated opposite their names, who shall be paid in full within ten (10) days after the date hereof.

On behalf of and in the name of the Contractor, I hereby further covenant, warrant and represent that should any claim or lien be filed against the Town of Surfside, a Florida municipal corporation (the "Town"), the Project, the real property upon which the Project is located or any other property owned by the Town of Surfside for material or labor supplied by, to, for or under the Contractor in connection with the Contractor's participation in the construction of the Project, the Contractor will immediately pay and satisfy such claim or lien or furnish a sufficient bond, for the release of such lien, and obtain settlement of any such liens and furnish the Town a signed instrument fully releasing any such liens. The Contractor further agrees to fully indemnify and hold harmless the Town, its agents and employees, from any loss, cost or damage, including but not limited to attorneys' fees, which they may incur by reason of any such claim or lien by, through or under the Contractor.

I further certify on behalf of and in the name of the Contractor that the Contractor has complied with all federal state and local tax laws, including social security laws, and unemployment compensation laws and workers' compensation laws, insofar as same are applicable to the performance of the Contractor's obligations in connection with the Project.

**THAT** the undersigned Contractor, in consideration of payment made to the undersigned of all sums due the undersigned for labor and/or materials supplied prior to, through and including the date of this release, and in connection with that certain project (the "Project") known as the Town of Surfside Community Center Project No. CC5355, which Project is owned by the

Town, does hereby fully and finally waive and release any and all liens, claims, actions, and demands, and all rights to same, against the Town, the Project, the real property upon which the Project is located and any and all other property owned by the Town, in connection with labor and/or Work supplied by the undersigned to the Project prior to and through the date hereof; and

**THAT** the undersigned Contractor does hereby acknowledge and represent that:

3. Through the date hereof, the undersigned has received total payments in the amount of \$\_\_\_\_\_ for labor and/or materials supplied to or for the Project; and
4. The undersigned Contractor hereby acknowledges receipt of payment in full of all sums agreed and required to be paid to the undersigned in connection with the Project for all labor and/or materials supplied by the undersigned to or for the Project prior to, through and including the date hereof, it being understood that retainage in the amount \$\_\_\_\_\_ of is being withheld pursuant to the terms of the Agreement.

This instrument has been executed as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by  
\_\_\_\_\_ who [ ] is personally know to me  
or [ ] produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
(name typed)

My Commission expires: \_\_\_\_\_

**EXHIBIT "G"**

**CERTIFICATE OF SUBCONTRACTOR &  
PARTIAL WAIVER OF LIEN**



**CERTIFICATE OF SUBCONTRACTOR &  
PARTIAL WAIVER OF LIEN**

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**TO: Town of Surfside**

**CONTRACTOR:**

**PROJECT: Town of Surfside Community Center Project No. CC5355**

**CONSTRUCTION AGREEMENT DATED:**

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**The undersigned, being duly sworn, on oath deposes and says under penalty of perjury:**

I am the \_\_\_\_\_ of the corporation or other entity identified below as the Subcontractor, which entity has executed the attached Release and Waiver, and I hereby certify that said Subcontractor has paid all employees, contractors and materialmen in full for all labor and materials supplied by them to, for or under the Subcontractor in connection with the attached described Project through and including the date of this instrument, except for such persons listed on the attached sheet in the amount indicated opposite their names, who shall be paid in full within ten (10) days after the date hereof.

On behalf of and in the name of the Subcontractor, I hereby further covenant, warrant and represent that should any claim or lien be filed against the Town of Surfside, a Florida municipal corporation (the "Town"), the Project, the real property upon which the Project is located or against the Contractor for material or labor supplied by, to, for or under the Subcontractor in connection with the Subcontractor's participation in the construction of the Project, the Subcontractor will immediately pay and satisfy such claim or lien or furnish a sufficient bond, pursuant to Chapter 713, Florida Statutes, for the release of such lien, and obtain settlement of any such liens and furnish the Town and the Contractor a signed instrument fully releasing any such liens. The Subcontractor further agrees to fully indemnify and hold harmless the Town, its agents and employees, and the Contractor, its sureties, agents and employees, for any loss, cost or damage, including but not limited to attorneys' fees, which they may incur by reason of any such claim or lien by, through or under the Subcontractor.

I further certify on behalf of and in the name of the Subcontractor that the Subcontractor has complied with all federal, state and local tax laws, including social security laws, and unemployment compensation laws and workers' compensation laws, insofar as same are applicable to the performance of the Subcontractor's obligations in connection with the Project.

THAT the undersigned Subcontractor, in consideration of payment made to the undersigned of all sums due the undersigned for labor and/or materials supplied prior to, through and including the date of this release, and in connection with that certain project (the "Project") known as

Town of Surfside Community Center Project No. CC5355, which Project is owned by the Town, does hereby waive and release any and all liens, claims, actions, and demands, and all rights to same, against the Town, the Project, the real property upon which the Project is located and any and all other property owned by the Town, in connection with labor and/or Work supplied by the undersigned to the Project prior to and through the date hereof; and

THAT the undersigned Subcontractor does hereby acknowledge and represent that:

1. Through the date hereof, the undersigned has received total payments in the amount of \$\_\_\_\_\_ for labor and/or materials supplied to or for the Project; and
2. The undersigned Subcontractor hereby acknowledges receipt of payment in full of all sums agreed and required to be paid to the undersigned in connection with the Project for all labor and/or materials supplied by the undersigned to or for the Project prior to, through and including the date hereof, it being understood that retainage in the amount of \$\_\_\_\_\_ is being withheld pursuant to the terms of the Agreement.

This instrument has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SUBCONTRACTOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
                                          )  
COUNTY OF MIAMI-DADE    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_ by \_\_\_\_\_ who [ ] is personally know to me or [ ] produced \_\_\_\_\_ as identification.

Notary Public: \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  (name typed)

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

**EXHIBIT "H"**  
**ASSIGNMENT**

**ASSIGNMENT**

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**TO: Town of Surfside**

**CONTRACTOR:**

**PROJECT: Town of Surfside Community Center Project No. CC5355**

**CONSTRUCTION AGREEMENT DATED:**

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**ASSIGNMENT OF RIGHTS UNDER  
SUBCONTRACTOR CONTRACT/SUBCONSULTANT CONTRACT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, \_\_\_\_\_ whose mailing address is \_\_\_\_\_ (the "Contractor"), does hereby TRANSFER, ASSIGN and CONVEY unto the TOWN OF SURFSIDE, a Florida municipal corporation, whose mailing address is 9293 Harding Avenue, Suefside, Florida 33154 (the "Town"), all of the rights, interests, benefits and privileges of the Contractor under (a) that certain Subcontractor Contract/Subconsultant Contract (the "Subcontract") dated \_\_\_\_\_ 20\_\_\_\_, by and between the Contractor, and \_\_\_\_\_ ("the Subcontractor"), a copy of said Subcontract is attached hereto as Exhibit "A" and made a part hereof, providing for a portion of the labor and/or materials that the Contractor is obligated to provide the Town under that certain Construction Management at Risk Agreement (the "Agreement") dated \_\_\_\_\_, 20\_\_\_\_, for the construction of a project and related improvements known as the Town of Surfside Community Center Project No. CC5355 in Surfside, Florida (the "Project"), and (b) any and all payment and performance bonds issued in conjunction with the Subcontract. However, the Town does not hereby assume any of the Contractor's liabilities, duties or obligations under the Subcontract.

The foregoing Assignment constitutes a part of the security given to the Town by the Contractor to secure the Contractor's performance of the Agreement. Notwithstanding anything in this instrument to the contrary, the Town shall not exercise any rights under this instrument unless an event of default or other termination shall have occurred under the provisions of the Agreement. The Town shall have the right, but not the duty, in the event of a default and/or termination pursuant to the terms of the Agreement, to exercise all of its rights, interests, benefits and privileges under the Subcontract.

Subcontractor hereby agrees with the Town as follows:

That Subcontractor hereby consents to the foregoing assignment and agrees to notify the

Town in writing at the same time Subcontractor notifies the Contractor of the occurrence of any failure of payment under the provisions of the Subcontract or of the occurrence of any other default by the Contractor under the provisions of the Subcontract.

That if the Town notifies the Subcontractor in writing that an event of default by the Contractor, or other termination, has occurred under the Agreement, the Subcontractor shall, at the Town's request, waive the Contractor's default and continue performance on the Town's behalf under the Subcontract in accordance with the terms thereof, provided that the Subcontractor shall be paid in accordance with the Subcontract for the following as and when they are due under the Subcontract:

- (a) all Work, work, labor and materials rendered on the Contractor's behalf prior to the Town's request;
- (b) all Work, work, labor and materials rendered on the Town's behalf following the Town's request; and
- (c) the amount of retainage, if any, withheld by the Town from payments to the Contractor made by the Town prior to the Town's request.

That in the event any of Subcontract proceeds are disbursed by the Town directly to the Subcontractor, the Subcontractor will receive any such advances and will hold the same as a trust and for the purpose of paying the costs of the labor performed and equipment and supplies used in connection with the Project, and the Subcontractor will apply the same only to payment of such costs and for no other purpose.

That upon the Town's request, the Subcontractor shall furnish to the Town a current list of all persons or firms with whom the Subcontractor has entered into subcontracts or other agreements relating to the performance of work or furnishing of materials in connection with the Project which have a value of \$1,000 or more, together with a statement as to the status of each of such subcontracts or agreements and the respective amounts, if any, owed by the Subcontractor. The Contractor hereby consents to the furnishing to the Town of such list and statement.

Subcontractor consents to the Town assigning the Town's rights hereunder to anyone whom the Town may choose to complete the Contractor's obligations, including without limitation, the Contractor's surety.

That the Town has no obligation to exercise its rights under this Assignment and furthermore has no obligation to pay Subcontractor unless the Town exercises its rights as set forth herein.

That this Assignment does not create third party beneficiary rights under the Agreement in favor of anyone, including Subcontractor.

IN WITNESS WHEREOF, this instrument shall be effective as of the date of the Subcontract.

CONTRACTOR:

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
                                          )  
COUNTY OF MIAMI-DADE    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who [ ] is personally know to me or [ ] produced \_\_\_\_\_ as identification.

Notary Public: \_\_\_\_\_  
                                          \_\_\_\_\_  
                                          (name typed)

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

STATE OF FLORIDA            )  
                                          )  
COUNTY OF MIAMI-DADE    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who [ ] is personally know to me or [ ] produced \_\_\_\_\_ as identification.

Notary Public: \_\_\_\_\_  
                                          \_\_\_\_\_  
                                          (name typed)

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

## EXHIBIT "I"

### INSURANCE REQUIREMENTS

Contractor shall provide or cause to be provided the following insurance and shall also ensure that the following insurance language shall be included in the Subconsultant Contracts and Subcontractor Contracts. Prior to commencement of Work certificates of insurance shall be provided evidencing Contractor's and its Subconsultant's and Subcontractor's compliance with these insurance requirements; provided, however, builder's risk insurance shall not be required unless and until the Work commences. Without limiting any of the other obligations or liabilities of Contractor and the Subconsultants and Subcontractors, Contractor, Subconsultants, and Subcontractor shall provide, pay for, and maintain in force until all of the Work is completed and accepted by the Town (or for such duration as otherwise specified hereinafter), the insurance coverages set forth herein.

1. Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence with respect to Contractor, and One Million Dollars (\$1,000,000) per occurrence with respect to Subconsultants only.
2. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
  - (a) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.
  - (b) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
3. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability with respect to Contractor, and Two Million Dollars (\$2,000,000) with per occurrence respect to Subcontractors, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Work Office, and must include:
  - (a) Premises and/or Operations;
  - (b) Independent Contractors;
  - (c) Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) contractor shall maintain in force until at least three (3) years after completion of all work required

under the Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage;

- (d) Explosion, Collapse and Underground Coverages;
  - (e) Broad Form Property Damage;
  - (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
  - (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
  - (h) Town and Contractor are to be expressly included as “Additional Insureds” with respect to liability arising out of operations performed for Town and Contractor by or on behalf of Contractor and Subcontractors or acts or omissions of Town or Contractor in connection with general supervision of such operation.
4. Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000) with respect to Contractor only.
5. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Work Office, and must include:
- (a) Owned Vehicles.
  - (b) Hired and Non-Owned Vehicles.
6. Builder’s Risk Insurance for the construction of above ground buildings and/or structures is required. The coverage shall be “All Risk” form for One Hundred Percent of the completed value, including Town and Contractor as named insureds, with a deductible of not more than Fifty Thousand Dollars (\$50,000) each claim.
- (a) Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any “occupancy clause” or similar warranty or representation that the building(s), addition(s)



or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk Coverage will continue to apply until the Substantial Completion Date.

- (b) When the buildings or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the Town. The Contractor shall not cancel (or permit any lapse under) any policy of required insurance. Each policy of required insurance shall: (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) days' prior written notice to Town except in the case of non-payment by the Contractor for which ten (10) days' prior written notice will be provided to Town; (ii) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the Work provided hereunder and builder's risk insurance which shall be effective through Substantial Completion; (iii) with respect to the professional liability insurance provided (or caused to be provided) by Contractor, this policy shall name the Town as an additional insured to provide for third party vicarious liability claims, and shall be amended to allow the Town to make a claim against the policy for errors, omissions or other liabilities covered by the policy as a result of the performance of the Work by the other insureds; and (iv) in the event the Town and Contractor are unable to reach a GMP for the Work pursuant to Section 4.2 of the Agreement, the applicable Subconsultants shall only be required to furnish professional liability insurance which meets the requirements of Section 1 of this Exhibit I and the additional requirements of subparagraph (iii) of this paragraph shall not apply. Insurance shall be provided to the Town at the times required by Section 10.2 of this Agreement at which time the Contractor shall deliver to Town a certificate of insurance naming Town as an additional insured as required hereunder for each policy of required insurance for Comprehensive General Liability, Business Automobile Liability, Umbrella Liability and Builder's Risk. Except for professional liability insurance, the minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the Contractor to Town under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). Contractor is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by Contractor shall be included in the Cost of the Work.

**EXHIBIT "J-1"**  
**PERFORMANCE BOND**

**PERFORMANCE BOND**

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**TO: Town of Surfside**

**CONTRACTOR:**

**PROJECT: Town of Surfside Community Center Project No. CC5355**

**CONSTRUCTION AGREEMENT DATED:**

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STATE OF FLORIDA        )  
                                          )  
COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as Principal, and \_\_\_\_\_, authorized, licensed and admitted to do business under the laws of the State of Florida to act as surety on bonds, as Surety, are held and firmly bound unto the Town of Surfside, a Florida municipal corporation (the "Town"), as obligee, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into that certain Construction Agreement with the Town, dated the \_\_\_\_ day of 2009, for the construction of Town of Surfside Community Center Project No. CC5355 (the "Agreement"), which Agreement is by reference made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform the Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of the Agreement, then this obligation shall be void; otherwise to remain in full force and effect,

Whenever Principal shall be, and declared by the Town to be in default under the Agreement, the Town having performed the Town's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Agreement in accordance with the terms and conditions; or
- (2) Obtain a bid or bids for completion of the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Town elects, upon determination by the Town and the Surety jointly of the lowest responsible bidder,

arrange for a contract between such bidder and Surety for completion of the Agreement in accordance with the terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof. The term "balance of the Agreement price" as used in this Paragraph, shall mean the total amount payable by the Town to Contractor under the Agreement and amendments thereto, less the amount paid by the Town to Contractor and less amounts withheld by the Town pursuant to its rights under the Agreement.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2009.

PRINCIPAL

SURETY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "J-2"**  
**PAYMENT BOND**

**LABOR AND MATERIAL PAYMENT BOND**

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**TO: Town of Surfside**

**CONTRACTOR:**

**PROJECT: Town of Surfside Community Center Project No. CC5355**

**CONSTRUCTION AGREEMENT DATED:**

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STATE OF FLORIDA                    )  
                                                  )  
COUNTY OF MIAMI-DADE         )

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as Principal, and \_\_\_\_\_, authorized, licensed and admitted to do business under the laws of the State of Florida to act as surety on bonds, as Surety, are held and firmly bound unto the Town of Surfside, a Florida municipal corporation (the "Town"), as obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally:

WHEREAS, the Principal has entered into that certain Construction Agreement with the Town, dated the \_\_\_\_ day of 2009, for the construction of Town of Surfside Community Center Project No. CC5355 (the "Agreement"), which Agreement is by reference made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT PRINCIPAL:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the Agreement; and
2. Pays the Town all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that the Town sustains because of default by Principal hereunder;

Then this bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Agreement, contract documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Agreement or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Agreement, contract documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

PRINCIPAL

SURETY

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "K"**  
**NOTICE TO PROCEED**



**NOTICE TO PROCEED**

Dated \_\_\_\_\_, 200\_\_

TO:

ADDRESS:

PROJECT: Town of Surfside Community Center Project No. CC5355

CONTRACT: Construction Agreement dated \_\_\_\_\_

You are hereby notified that the Contract Times with respect to the Work under the above Construction Agreement will commence to run on \_\_\_\_\_, 20\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents with respect to the Work. In accordance with the Agreement, the following are certain dates relative to the Work:

[Insert Substantial Completion Date for the Work].

Before you may start any Work at the site, Section 10.2 of the Agreement requires you and all Subcontractors and Subconstulants, as applicable, each deliver to the Town, who shall be listed as an additional insured, certain Certificates of Insurance that each is required to secure and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must

(if necessary, add other requirements)

**TOWN OF SURFSIDE,**  
a Florida municipal corporation

By: \_\_\_\_\_  
Town's Project Representative

**RESOLUTION NO. 10-\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A CONTRACT WITH THE FIRM OF WEST CONSTRUCTION, INC. TO BE THE GENERAL CONTRACTOR FOR THE CONSTRUCTION OF THE TOWN COMMUNITY CENTER AND AQUATIC FACILITY; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE CONSTRUCTION CONTRACT BY AND BETWEEN THE TOWN AND WEST CONSTRUCTION, INC. TO BUILD THE COMMUNITY CENTER AND AQUATIC FACILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on December 9, 2009 the Town of Surfside received five (5) apparent responsive and responsible bids for the Revised Community Center Building as depicted in the Revised Bidding/Construction Documents of November 13, 2009 from West Construction, Inc., N & J Construction, Stiles Construction Co, The Weitz Company, LLC, and KVC Constructors to construct the Town of Surfside Community Center Project No. CC5355; and those bids were publicly opened and read;

**WHEREAS**, after reviewing all proposals submitted to the Town and the recommendation of the Selection Committee, the Town Manager recommended the selection of West Construction, Inc.; and

**WHEREAS**, on December 15, 2009, by Resolution 09-1913, the Town Commission ratified the selection of West Construction as the lowest most responsible, responsive bidder and authorized the Town Manager and Town Attorney to negotiate a Construction Contract by and between the Town and West Construction, Inc.

**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 contract attached hereto as Exhibit "A" between the Town of Surfside and West Construction, Inc. as the General Contractor for the Community Center.

**Section 3. Authorization.** The Town Manager is authorized to enter into the Construction Contract by and between the Town and West Construction, Inc. attached hereto as Exhibit "A" and do whatever is necessary to effectuate the terms of these agreements.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of January, 2010

Motion by Commissioner \_\_\_\_\_, Second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

Commissioner Elizabeth Calderon \_\_\_\_\_  
Commissioner Steven Levine \_\_\_\_\_  
Commissioner Howard Weinberg \_\_\_\_\_  
Vice Mayor Marc Imberman \_\_\_\_\_  
Mayor Charles Burkett \_\_\_\_\_


\_\_\_\_\_  
Charles W. Burkett, 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



## Commission Communication

**Date:** January 12, 2010

**Subject:** Proposed revised Investment Policy

**Background:** At the December 8, 2009 Commission meeting the Town Commission imposed a one-month decision deferral on the Town's revised investment policy to enable Staff to obtain an independent review. Subsequently, Staff obtained permission from the Surfside pension board to request a review from the pension's investment manager - Mr. Grant McMurray, Partner and Director of ICC Capital Management – See Attachment A.

Florida Statutes, section 218.415 enacted in 2001, dictate that a local government investment policy include various specific criteria in writing. The Town's current investment policy is pursuant to Resolution #1520 ratified on October 14, 1997. Therefore, the Town's investment policy requires updating to conform to the requirements of Florida Statutes.

**Analysis:** Mr. Grant McMurray's attached review letter concludes that the revised Investment Policy "provides direction over the investment of the Town's assets in a manner consistent with fiduciary standards". Additionally, "it is well written and should serve the Town well. It covers all essential requirements. I can think of no changes or additions that I would recommend."

Specifically, the proposed updated Investment Policy – see Exhibit A, primarily incorporates defined duties and responsibilities to the Town's Finance Director (vs. Town Manager and Controller) as well as the following new requirements:


1. Implementation of a Bid process – requires the Finance Director to solicit bids from a minimum of three qualified institutions.
2. Continuing Education- requires that the Finance Director, or designee responsible for making investment decisions, annually complete continuing education related to investment practices and products.
3. Credit Ratings – the highest ratings are required from at least two established rating agencies (vs. one now).

4. Overall Portfolio – the maximum asset allocations were restricted to promote diversification and the maturity duration was shortened from seven to five years to assist with interest rate volatility.

**BUDGET IMPACT:** None.

**Recommendation:** It is recommended that the Surfside Town Commission adopt the attached Resolution approving a revised investment policy.

  
\_\_\_\_\_  
Finance Support Services Depart. Head

  
\_\_\_\_\_  
Town Manager



CAPITAL MANAGEMENT

December 24, 2009

RECEIVED

DEC 30 2009

Gary Word, Town Manager, Town of Surfside  
 Martin Sherwood, CPA CGFO, Finance Director, Town of Surfside  
 9293 Harding Ave  
 Surfside, FL 33154

Dear Gary and Martin:

As you know, I have worked for the Town of Surfside for the past twenty-five years as the representative of my firm ICC Capital Management. In my capacity as the investment manager of the Town's pension funds I have worked closely with the Pension Board of Trustees and both of you. We have always operated under a clearly defined and conservative Investment Policy implemented by the Board. To the extent that during this time the pension assets have grown and exceeded the objectives of the pension program, I credit much of our success to the Policy and to the attentiveness of the Board. You have asked me to review and comment on the revisions to the Investment Policy for the assets of the Town of Surfside. My comments follow.

I am particularly pleased that you have placed further limits on the maximum allocations of the asset vehicles within the total portfolio. Such a move further assures that the proper diversification of investments takes place. The importance of this has been brought to the forefront during our most recent economic trials. Further in the move to deal with the risk of the portfolio and the assurance of liquidity, the shortening of the overall duration from seven to five years when considering the purchase of any new security is a very important provision. The refinement of the bid process and the collateralization requirement for Qualified Public Depositories are also important additions. As recent market conditions have shown, all attempts to protect the Town's assets, including adding collateralization requirements for established institutions must be taken.

In summary, the Investment Policy for the Town of Surfside provides direction over the investment of the Town's assets in a manner that is consistent with the fiduciary standards governing such activities. It is well written and should serve the Town well. It covers all essential requirements of such an important document. I can think of no changes or additions that I would recommend.

If I can be of further assistance or if you would like additional comment on the document or specific provisions please feel free to contact me.

Sincerely,



Grant McMurry



**RESOLUTION NO. 2009- \_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA SUPERSEDING RESOLUTION NO. 1520 AND RESOLUTION NO. 1473 APPROVING AN INVESTMENT POLICY OF THE TOWN FOR TOWN FUNDS; CONTAINING OBJECTIVES; DELEGATION OF AUTHORITY; PROVISIONS FOR MONITORING AND ADJUSTING THE PORTFOLIO; INTERNAL CONTROLS; QUALIFIED INVESTMENTS; DIVERSIFICATIONS AND MATURITY; PROVISIONS FOR COMPETITIVE SELECTION; PROVISIONS RELATING TO QUALIFIED INSTITUTIONS; PROVISIONS RELATING TO SAFEGUARDING AND CENTRALIZATION; AND ACCOUNTING METHODS AND REPORTING REQUIREMENTS AND PERFORMANCE EVALUATION; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Pursuant to Section 218.415 Florida Statutes, investment activity by a municipality must be consistent with a written investment plan adopted by the governing body;

WHEREAS, it is in the best interest of the Town of Surfside to adopt the Investment Policy for the Town of Surfside set forth below which complies with Section 218.415, Florida Statutes, and all applicable State and Federal regulations and provides for the security of Town investments;

**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.** That the Town of Surfside, Florida Investment Policy attached as (Exhibit "A") is hereby adopted as the official Investment Policy of the Town of Surfside. All investments of the Town of Surfside shall be undertaken in substantial



compliance with the provisions contained therein. Any substantial variations from said policy shall be authorized by resolutions and in the event of any variation in the policy from the required Florida Statutes, the Florida Statutes shall govern.

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

**PASSED and ADOPTED** on this \_\_\_ day of \_\_\_\_\_, 2009

Motion by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

**FINAL VOTE ON ADOPTION**

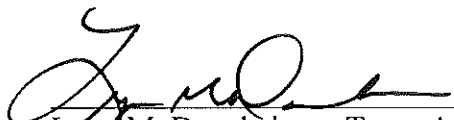
Commissioner Elizabeth Calderon	_____
Commissioner Steven Levine	_____
Commissioner Howard Weinberg	_____
Vice Mayor Marc Imberman	_____
Mayor Charles Burkett	_____

\_\_\_\_\_  
Charles W. Burkett, Mayor

**ATTEST:**

\_\_\_\_\_  
Debra M. 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, Florida Investment Policy

### I. Scope

The investment policy shall apply to funds under the control of the Town of Surfside in excess of those required to meet current expenses. This investment policy shall not apply to pension funds, including those funds in Florida Statutes chapters 175 and 185. Nor shall this investment policy apply to funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds, however, absent such other controlling documents this policy shall apply to such funds. The ~~Town Manager~~ Finance Director or duly authorized personnel will consolidate, where practicable and allowable, for the purposes of investment, cash balances and investments from all funds covered by this policy to maximize investment earnings and reduce risks. The investment of funds shall comply with all controlling state statutes, ordinances and covenants covering the Town of Surfside's investments.

### II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. *Safety* – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks the preservation of capital in the overall portfolio. The objective will be to limit credit risk and interest rate risk to a level commensurate with the risks associated with prudent investment practices and performance benchmarks, if applicable.

A. *Credit Risk* – The Town of Surfside will limit credit risk, the risk of loss due to the failure of the security issuer or backer, by diversifying the investment portfolio so that potential losses on individual securities will be minimized and by limiting investments to specified credit ratings.

B. *Interest Rate Risk* – The Town of Surfside will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by limiting the maximum duration of the overall portfolio to five years.

2. *Liquidity* – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). The portfolio may be placed in local government investment pools or money market mutual funds that offer same-day liquidity for short-term funds.

3. *Yield* – The investment portfolio shall be designed with the objective of attaining a market rate of return, as measured by specified benchmarks, throughout budgetary and economic cycles, taking into account the investment

risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety, liquidity, and transparency objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A. A security with declining credit may be sold early to minimize loss of principal.
- B. A security swap that would improve the quality, yield, or target duration in the portfolio.
- C. Liquidity needs of the portfolio require that the security be sold.

**4. Transparency – The Town of Surfside shall operate its portfolio in a transparent manner, making its periodic reports both available for public inspection and designed in a manner which communicates clearly and fully information about the portfolio, including market pricing, adjusted book value, yields, and CUSIPs of various securities.**

### III. Standards of Care

1. *Prudence* – The standard of prudence to be used by investment officials shall be the Prudent Person Rule and shall be applied in the context of managing an overall portfolio. Town of Surfside personnel, acting in accordance with this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported to the Town Manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The Town Manager has the discretion to report any material events to the Town Commission. The annual audit report shall be presented to the Town Commission. The Prudent Person Rule states that: "Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

2. *Ethics and Conflicts of Interest* – The Town Manager *Finance Director* and other authorized personnel shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. *These investment officials shall disclose to the Town Manager annually, in a written statement, any material interests in financial institutions with which they conduct business with the Town of Surfside. They shall further disclose any personal financial/investment positions that could be related to the performance of the Town's investment portfolio. They shall refrain from undertaking personal investment transactions with the same individual(s) with whom business is conducted on behalf of the Town of Surfside.*

3. *Delegation of Authority* – Authority to manage the investment program is granted to the ~~Town Manager~~ Finance Director and other authorized personnel. Additional authorized personnel include Controller and any other person or position approved by the Town Manager. The Town of Surfside may seek professional advice and therefore may contract with a federally registered investment advisory firm that specializes in public funds fixed income management. This engagement would be set forth in a separate Investment Advisory Agreement approved by the ~~Town Manager~~ Finance Director. No person may engage in an investment transaction except as provided under the terms of this policy. The ~~Town Manager~~ Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

4. *Bid Process* – ~~The Town Manager~~ Finance Director or designee will determine the approximate maturity date and optimal types of investment based on the cash flow needs and market conditions, and solicit bids from a minimum of three qualified institutions as determined under Section III 3 and Section IV. Bids shall be held in confidence until the investment objective is determined and the bid has been awarded. Additional guidance is provided in the Florida Statutes. With the exception of new issues, this process is used for securities purchased or sold. In the event that three bids are not available, the Finance Director or designee may select a security based upon a documented comparison of similar securities.

#### IV. Broker Dealers, Safekeeping and Custody

1. *Authorized Financial Dealers and Institutions* – The Town shall maintain a list of qualified financial institutions as follows:

A. Qualified public depositories in accordance with Chapter 280, Florida Statutes.

B. A primary or regional broker dealer that qualifies under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule) with a minimum net capital of \$10 million (\$10,000,000); and Securities Investors Protection Corporation (SIPC).

Both lists shall be reviewed and updated by the ~~Town Manager~~ Finance Director or designee at least annually.

2. *Annual Review* – An annual review of the qualified financial institutions and broker/dealers will be conducted by the ~~Town Manager~~ Finance Director or designee. The distribution of trading among the approved broker/dealers of securities which at the time of purchase had maturities greater than 7 days shall be reported annually to the Town Manager, who may at his or her discretion report to Town Commission.

3. *Delivery vs. Payment* – Securities transactions between a broker-dealer and the safekeeping agent or custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment"

basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

4. *Safekeeping, Custody & Perfection of Interest* – Securities shall be held with a third party; and all securities purchased by, and all collateral obtained by, the unit of local government should be properly designated as an asset of the unit of local government. No withdrawal of securities, in whole or in part, shall be made from safekeeping or custody, except by an authorized staff member of the unit of local government. The ~~Town Manager~~ *Finance Director* may execute a Third-Party Custodial Safekeeping Agreement that includes letters of authority from the Town, details of each party's responsibilities, notification of security purchases, sales, delivery, repurchase agreements, wire transfers, safe-keeping and transaction costs, procedures in case of wire failure, or other unforeseen mishaps including liability of each party.

#### V. Suitable and Authorized Investments

This investment policy shall be authorized by the Town Commission. *Investments not listed in the investment policy are prohibited.*

The investment portfolio shall be structured in such manner as to provide sufficient liquidity to pay obligations as they come due. To that end, the investment policy should direct that, to the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

Prior to conducting transactions as authorized by this policy the ~~Town Manager~~ *Finance Director* shall determine the approximate maturity date based on cash-flow needs and market conditions, analyze and select one or more optimal types of investment, and competitively bid the security in question when feasible and appropriate. Except as otherwise required by law, the bid deemed to best meet the investment objectives shall be selected.

Consistent with the Florida Statutes the following investments will be permitted by this policy:

1. *Authorized Issuers* – The criteria for authorized investments is broken down into four sections. Each investment must comply with the provisions of each section. These sections address who can issue authorized investments, what minimum credit ratings these investments must have, what maturity or other limitations apply concerning interest rate risk, and how much of any security may be held. Subject to additional restrictions in this Part V, securities may be held that are issued by:

A. *The United States Treasury and Agency Securities* – Securities that are issued by the United States Treasury or those for which the full faith and credit of the United States government guarantees fully all principal and interests payments.

B. *Government Sponsored Enterprises (GSE)* – Securities issued by the Federal Farm Credit Bank (FFCB), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), the Federal Agricultural Mortgage Corporation (FAMC), Tennessee Valley Authority (TVA) or Student Loan Marketing Association (SLMA). Any other GSE shall be considered as corporate debt for the purposes of this Policy and shall be authorized under the criteria set forth in D, Corporations.

C. *State & Local Governments* – General or revenue obligation of any state of the United States, the District of Columbia, or any territorial possession of the United States, or, of any political subdivision, institution, department, agency, instrumentality, or authority of any of such governmental entities.

D. *Corporations* – United States dollar denominated debt instruments issued by a corporation or bank which is organized and operated within the United States.

E. *Certificates of Deposit* – Non-negotiable interest-bearing time certificates of deposit or savings account in banks or savings associations organized under the laws of the state and/or national banks or savings associations organized under the laws of the United States, provided the deposits are secured by the Florida Security of Public Deposits Act, Chapter 280, Florida Statutes, and provided that the institution is not recognized on a credit watch information service list.

F. *Local Government Investment Pools* – Shares in local government investment pools organized under Chapter 163, Part I, Florida Statutes **including the Florida League of Cities Investment Pools.**

G. *The State Board of Administration pool (SBA)* – Shares in the SBA pool organized under Chapter 218, Part IV, Florida Statutes.

H. *Money Market Mutual Funds* – Shares of any money market fund that is registered as an investment company under the federal "Investment Company Act of 1940", as amended, which stipulates that a money market fund must have an average weighted maturity of 90 days or less.

I. *Repurchase/Reverse Repurchase Agreements* (including Town bank accounts "swept" into an "overnight repo"– Securities referred to in paragraph A or B of this Section 1 and that can otherwise be purchased under this Policy may be subject to a Repurchase/Reverse Repurchase Agreement. Such securities subject to this agreement must have a coupon rate that is fixed from the time of settlement until its maturity date, and must be marketable. Such securities must be delivered to the Town or to a third-party custodian or third-party trustee for safekeeping on behalf of the Town of Surfside. The collateral securities of any repurchase/reverse repurchase agreement must be collateralized at no less than 102% and marked to market no less frequently than weekly. All approved institutions and dealers transacting repurchase/reverse repurchase agreements shall execute and

perform as stated in the Master Repurchase Agreement. All repurchase/reverse repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

No Town of Surfside funds shall be invested in any security issued by entities authorized in this Section I on which the coupon rate (or a schedule of stepped fixed coupon rates) is not fixed from the time the security is settled until its maturity date, other than shares in qualified money market mutual funds or local government investment pool, unless the coupon rate is: (I) Established by reference to the rate on a United States treasury security with a maturity of one year or less, or to the United States dollar London Interbank Offered Rate (LIBOR) of one year or less maturity, or to the cost of funds index or the prime rate as published by the federal reserve; and (II) Expressed as a positive value of the referenced index plus or minus a fixed number of basis points. (b) A municipal index may be used for the investment of bond or note accounts from issues with coupons linked to the same index. (c) For purposes of this section, "maturity date" means the last possible date, barring default, that principal can be repaid to the purchaser.

2. *Credit Ratings* – Securities may be purchased if at the time of purchase the securities meet the following credit quality criteria:

A. *United States Treasury and Agency securities* – Ratings are not required for U.S. Treasury securities. Agencies backed by the full faith and credit of the United States government, such as Government National Mortgage Association (GNMA).

B. *Government Sponsored Enterprises (GSE)* – Authorization of the listed GSE in paragraph B of Section 1 is predicated upon these institutions maintaining at least one two AAA/Aaa/AAA long-term credit ratings from Standard & Poor's, Moody's or Fitch respectively.

C. *State & Local Governments* – At the time of purchase, such securities must carry at least one two long-term credit ratings of AAA/Aaa/AAA from Standard & Poor's, Moody's, or Fitch respectively and neither Standard & Poor's, Moody's, or Fitch may rate this security below AAA/Aaa/AAA respectively. If the AAA/Aaa/AAA credit rating was achieved via some form of third party credit enhancement, then the underlying issuer must have two long-term credit ratings none of which may be below AA-/Aa3/AA- from Standard & Poor's, Moody's, or Fitch respectively. *This criterion will not apply to the purchase of the outstanding debt of the City.*

D. *Corporations* – At the time of purchase, all non-money market instruments must carry at least one two long-term credit ratings of Standard & Poor's, Moody's or Fitch with minimum ratings of AA-/Aa3/AA- respectively and neither Standard & Poor's, Moody's, or Fitch may rate this security below AA-/Aa3/AA- respectively. For commercial paper, such securities must carry at least one two short-term credit ratings of A1+ from Standard & Poor's, P1 from Moody's, or F1+ from Fitch.

Should a security's credit rating drop below these standards after purchase, the Town's authorized personnel shall act as Prudent Persons, in managing the risks associated with this security, and shall immediately notify the Town of Surfside's governing board of such an event.

E. *Banks Deposit or Certificate of Deposit* – At the time of purchase, the qualified public depositories (QPD) must comply with Chapter 280.16 Florida Statutes. Such deposits in QPDs must be collateralized according to the statutory requirements.

F. *Local Government Investment Pools* – At the time of purchase, local government investment pool must carry a AAAM rating from Standard & Poor's, AAA from Moody's or AAA from Fitch.

G. *The State Board of Administration pool (SBA)* – At the time of purchase, the state pool must carry a AAAM rating from Standard & Poor's, AAA from Moody's or AAA from Fitch.

H. *Money Market Mutual Funds* – At the time of purchase, money market fund must carry a AAAM rating from Standard & Poor's, AAA from Moody's or AAA from Fitch.

I. *Repurchase/Reverse Repurchase Agreements* – At the time of purchase the counter-party to any such agreements must carry short-term credit ratings which conform to those required by paragraph D of this section 2.

J. *Deposits in Qualified Public Depositories (QPD)* – Banks deposits for the Town of Surfside must comply with Chapter 280.16 Florida Statutes. Such deposits in QPD must be collateralized according to the statutory requirements.

3. *Interest Rate Risk Restrictions* – Securities may be purchased if at the time of purchase the securities meet the following credit quality criteria:

A. *The United States Treasury and Agency securities backed by the full faith and credit of the United States government* – At the time of purchase, securities should generally have a maturity no greater than of five years from the date of settlement to the maximum expected final maturity date based on a reasonable prepayment assumption at the time of settlement. The forward delivery period on such securities may not exceed 60 days unless the overall portfolio maturity is within the parameters established. The average life of agencies and mortgage backed securities, such as GNMA, shall be 15 years or less with a state maturity being within the normal range of pass-thru securities. They may only be five years with no extension risk beyond ten years.

B. *Government Sponsored Enterprises [G.S.E.]* – At the time of purchase, securities must have a maturity no greater than of five years from the date of settlement to the maximum possible maturity date. The forward delivery period on such securities may not exceed 60 days.



C. *State & Local Governments* – At the time of purchase, such securities must have a maturity no greater than of five years from the date of settlement to the maximum possible maturity date. The forward delivery period on such securities may not exceed 60 days. *This criterion will not apply to the purchase of the outstanding debt of the Town.*

D. *Corporations* – At the time of purchase, such securities must have a maturity no greater than ~~five~~ three years from the date of settlement to the maximum possible maturity date. The forward delivery period on such securities may not exceed 60 days.

E. *Banks Deposit or Certificate of Deposit* – At the time of purchase, such securities must have a maturity no greater than three years from the date of settlement to the maximum possible maturity date.

F. *Local Government Investment Pools* – At the time of purchase, shares in the local government investment pool must be fully redeemable on the next business day.

G. *The State Board of Administration pools (SBA)* – At the time of purchase, shares in the SBA pool must be fully redeemable on the next business day.

H. *Money Market Mutual Funds* – At the time of purchase, shares in the money market fund must be fully redeemable on the next business day.

I. *Repurchase/Reverse Repurchase Agreements* – At the time of purchase such agreements must have a maturity no greater than one year from the date of settlement. The forward delivery period on such securities may not exceed 60 days.

J. *Overall Portfolio Interest Rate Risk* – At no time may the Town of Surfside purchase any security that would cause the portfolio of the Town to have a duration greater than ~~seven~~ five years.

4. *Diversification Limits* – Chapter 281.415 (8) Florida Statutes states that the investment policy shall provide for appropriate diversification of the investment portfolio. The specific diversification guidelines for the Town of Surfside will be determined based on the individual requirements of the Town of Surfside. The ~~Town Manager~~ Finance Director or designee shall have the option to further restrict or increase investment percentages from time-to-time based on market conditions.

Any changes to the following percentage schedule compared to the total portfolio must be in writing:

<u>Type of Instrument</u>	<u>Maximum (%)</u>	<u>Individual Issue (%)</u>
A. United States Treasury	100	5
A1. United States Agency	100	5
B. Government Sponsored Enterprises (GSE)	75	5
C. State & Local Government	50	5
D. Corporations	25	5
E. Bank Deposit	<del>100</del> <u>50</u>	50
E1. Certificate of Deposit	<del>100</del> <u>50</u>	25
F. Local Government Investment Pools	<del>85</del> <u>50</u>	25
G. State Board of Administration Pool (SBA)	<del>85</del> <u>50</u>	25
H. Money Market Mutual Funds	<del>100</del> <u>50</u>	25
I. Repurchase/Reverse Repo Agreements	50	25

## VI. Internal Controls

The Finance Director shall establish and monitor a system of internal controls which shall be in writing and made a part of the Town's operational procedures. The investment policy shall provide for review of such controls by independent auditors as part of any financial audit periodically required of the unit of local government. The internal controls should be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the Town of Surfside.

Internal controls shall include, but not be limited to: insure all securities are transferred only under the "delivery versus payment" method, accept receipts and confirmations of obligations in the name of the Town of Surfside, accept receipts and confirmations that fully described the obligation and state that the investment is held in the name of the Town of Surfside, provide for safekeeping with a third party custodian, and maintain adequate separation of duties for the process including written documentation of transactions, custodial safekeeping, supervisory control of employee actions and operations review, and performance evaluations and interim reporting.

## VII. Reporting

**A. Methods** – The Finance Director shall provide the Town Manager an investment report periodically, including an analysis of the status of the current investment portfolio and transactions made. This analysis will be prepared in a

manner that will allow the Town of Surfside to ascertain whether investment activities during the reporting period have conformed to the investment policy. This investment report shall include a list of securities in the portfolio by class or type, book value, income earned, and market value as of the report date. The report shall be in compliance with state law and shall be distributed as required by law.

**B. Performance Standards** – The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. The benchmark for the portfolio could be the average return on 90-Day Treasury Bills, the state investment pool (SBA) or the average rate of Fed funds. These indices are considered benchmarks for lower risk investment transactions and therefore comprise a minimum standard for the portfolio's rate of return.

**C. Portfolio Pricing** – The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly.

**D. Auditing** – The annual audit of the Town's financial records shall include a review of all investment activity for the year for compliance with investment policy and procedures, and a review of internal controls related to investment of Town funds.

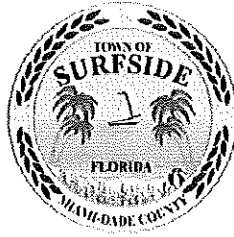
## VIII. Policy Considerations & Implementation

**A. Exemption** – Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

**B. Continuing Education** – Chapter 281.415 (14) Florida Statutes states that the investment policy shall provide for the local government's officials responsible for making investment decisions. The Finance Director or designee responsible for making investment decisions must annually complete eight hours of continuing education in subjects or courses of study related to investment practices and products.

**B C. Indemnification** – The Town Manager, Finance Director and other employees authorized to invest Town funds shall be personally indemnified in the event of investment loss provided investments are made in full compliance with these policies.

**D. Amendments** – This policy shall be reviewed on an annual basis. Any changes must be approved by the Town Commission.



## Town of Surfside Commission Communication

**Agenda Item #** 8A

**Agenda Date:** January 12, 2010

**Subject:** Proposed Maranon Settlement Agreement

**Background:** The notes for properties owned by Maranon were due and payable on June 1, 2009. In a memo from Town Attorney, Lynn Dannheisser, the Town Commission received an update on the status of the Maranon settlement for properties at 9255 and 9249 Abbott Avenue as of June 9, 2009 (Attachment A).

On July 2, 2009, the Town Attorney, Building Official and Town Manager met to prepare for a scheduled meeting with the Maranon's and / or their representatives. On July 9, 2009, Town staff met with Mr. Jose Maranon, Mr. Paul Pacino and Mr. Jay Senter to determine the outstanding issues and reasons why the Maranon's are "unable" to pay the notes due on June 1, 2009. The meeting, while pleasant, focused on the "failure" of the Town to perform certain functions resulting in the Maranon's inability to improve the properties to secure new mortgages or sale of either property in a timely manner. They indicated there was a substantial increase in the dollars they had to spend because of these "failures". Meanwhile the housing market, while currently stabilizing, has deteriorated locally and nationally.

At its regular meeting on October 13, 2009, the Town Commission considered a settlement proposal from the Maranon's which would have provided a time extension to fulfill the terms of the notes. Following deliberations, the Town Commission rejected the proposed settlement and requested the following:

- 1) Proof of insurance on the two residential structures with coverage dates
- 2) Date of bank mortgage
- 3) Any settlement agreement must be shorter than 18 months
- 4) Show proof of taxes paid and up to date
- 5) Interest should be paid on the balance due
- 6) Regular reports on the status of settlement negotiations

Reports were provided to the Town Commission in November and December 2009.

## **Issues Summary:**

The Maranon's Allege the following:

- 1) They are unable to pay the notes at this time.
- 2) The Town of Surfside was negligent in its responsibilities by failing to maintain the 9255 Abbott Ave property while under Town's ownership:
  - a) During the Town's ownership it shut the water service for three years causing pipes to dry out and burst when service turned on.
  - b) The Town failed to cover or repair small roof leaks which led to major damage and a new roof having to be installed to current code.
  - c) After transferring ownership to the Maranon/Arboleda family, the Town failed to provide certificates of occupancy which made the properties impossible to sell, insure or secure new mortgages which were obligations under the settlement agreement.
- 3) The Town's Building Officials gave conflicting opinions regarding the requirements for the completion of work (i.e. requiring additional electrical improvements,) which also added substantially to the cost of renovation to the two structures.
- 4) The Maranon's have fulfilled the requirements under Exhibit "A" (Attachment B) of the settlement agreement and have kept the exterior of the properties maintained regularly as required.

Substantial work on the 9255 Abbott dwelling has been done over the past two years. All work permits have had final inspections. There are no outstanding issues at this writing.

Over the past several weeks, negotiations have focused on acquiring 9255 Abbott as a settlement option (Attachment C). The value approximates the notes due.

In December 2009 an appraisal was conducted with a value of the property at 9255 Abbott determined to be \$325,000 (Attachment D).

**Analysis of Proposal:** The following factors should be considered in evaluating the proposed acquisition:

- 1) The value of 9255 Abbott Avenue approximates the value of the notes due to the Town (\$340,000).
- 2) If a property transfer were to occur, the settlement would be final.
- 3) The property would be habitable.

## **Advantages:**

- 1) If acquired, the Town could immediately market for re-sale to recover most, if not all the note value due.
- 2) Or, the Town could rent the property for income anticipating an "up" market in the months or years to come. If the housing market improves the value could increase beyond the appraised value. The value of the property two years from now is estimated at approximately \$341,500 (2.5% appreciation, estimated).

- 3) The settlement would be completed without further obligations to any party.
- 4) The proposed settlement avoids continued negotiations and potential legal protracted litigation.
- 5) The settlement, if accepted, would avert legal confrontation and legal expenses. Legal costs are estimated at between \$35,000 and \$50,000 (possibly higher) to represent the Town's interest. There is no assurance of "winning."
- 6) If rented the Town would receive rental income estimated to be approximately \$1,800 per month. (\$21,600 annually).

**Disadvantages:**


- 1) Acquisition of the property further burdens the Town to either manage (rent) or sell the property to receive the value due.
- 2) The Town would assume additional risk in recovering the value of the notes. The housing market could go up or down risking the value of any future payout.
- 3) The Town would assume additional maintenance costs if the property were rented. Maintenance costs are estimated at \$1,500 or approximately 7% of rent received.
- 4) With Town ownership, the Town would lose any tax revenue. The Town's share of the loss is estimated at \$1,064 annually.
- 5) Should the Town market the property for sale it would incur commission, closing and other costs associated with a sale. These costs are estimated at up to \$20,000
- 6) Publicity from any litigation could create a hostile environment resulting in a negative image for the Town.

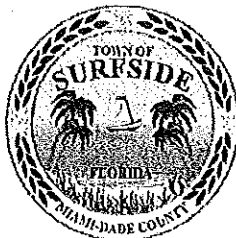
**Options:** The Town Commission has essentially four options to consider:

- 1) Initiate the process (legal) pursuant to the Settlement Agreement (Attachment F – Section 1.6 (9249 Abbott Ave.) and Section 1.7 (9255 Abbott Ave.)) to recover the proceeds of the notes due.
- 2) Proceed with a property transfer to accept 9255 Abbott as complete settlement.
- 3) Authorize time extension for the Maranon's to fulfill the terms of the settlement agreement.
- 4) Continue negotiations for alternate settlement of some sort.

**Recommendation:** It is recommended that the Town Commission accept 9255 Abbott Avenue from the Maranon's as full and final settlement.

\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
Town Manager



**TOWN OF SURFSIDE**  
Office of the Town Attorney

MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser  
Town Attorney

Telephone: 305 861-4863  
Facsimile: 305 861-1302  
E-mail: ldannheisser@townofsurfsidefl.gov

## MEMORANDUM

**TO:** Mayor Charles W. Burkett, Vice Mayor Marc Imberman,  
Commissioner Howard S. Weinberg, Commissioner Steven Levine,  
Commissioner Elizabeth Calderon

**FROM:** Lynn M. Dannheisser, Town Attorney *(Signature)*

**SUBJECT:** Status of Maranon Settlement (9255 and 9249 Abbott Avenue)

**DATE:** June 9, 2009

The Maranon Settlement Agreement ("Agreement") relative to 9255 and 9249 Abbott Avenue (the Properties") was approved in October, 2006. A summary of the requirements under the Agreement is attached hereto as Exhibit "A". The time by which performance of all obligations including repayment of the Promissory Notes on 9255 Abbott for \$150,000 and 9249 Abbott for \$190,000 was June 1, 2009, unless the time for repayment is extended.

In anticipation of this date, I asked the Maranon's representative, Jay Senter, to send me a status synopsis. I am enclosing as Exhibit "B" the draft report he sent to the Manager at my request and which he expects to finalize upon his return from Europe in the next couple of days. Regardless, however, it is clear that the Maranons will be requesting an extension of time for repayment. I have also asked our Building Official to contact the parties to request a personal inspection of the Properties so he can give us his independent analysis and update.

I will keep you apprised of the status of this matter unless any of you requests an executive session immediately. Otherwise, upon receipt of the final report from Jay Senter and Steve Uman, I will disseminate said report and we can schedule an Executive session at that time but, in no event later than June 30, 2009.

**CC:** Town Manager, Gary L. Word,  
Town Building Official Steve Uman  
Town Clerk Debbie Eastman

**Exhibit "A"**

**SETTLEMENT AGREEMENT between the  
Town of Surfside and Maranon Parties**

Summary of Requirements

I. 9255 Abbott Avenue

A. Promissory Note & Purchase Money Mortgage dated December 11, 2006

1. Requires payment of real estate taxes by December 31<sup>st</sup> of each year
  - a. 2007 taxes are due and payable i/a/o \$9278.47
2. Requires proof of insurance to Town, naming Town as named insured
3. Note matures December 11, 2008 but this was extended until June, 2009.

B. Notice of Default and Right to Cure. In the event of default by the Maranon Parties of the terms of the Settlement Agreement, Promissory Note, or Mortgage, Town to provide Maranon Parties with written notice of default and an opportunity to cure within 45 days of the notice. If the Parties fail to cure default, Town has the option of foreclosing on the Mortgage or instructing the Town attorney to release the Deed in Lieu of Foreclosure from escrow.

II. 9249 Abbott Avenue Property

A. Promissory Note & Purchase Money Mortgage Dated October 19, 2007

1. Requires payment of real estate taxes by December 31<sup>st</sup> of each year
  - a. 2007 taxes are due and payable i/a/o \$ 5,909.20
4. Requires proof of insurance to Town, naming Town as named insured
5. Note matures October 19, 2009 but this too was extended until 2009

B. Notice of Default and Right to Cure In the event of default by the Maranon Parties of the terms of the Settlement Agreement, Promissory Note, or Mortgage, Town to provide Maranon Parties with written notice of default and an opportunity to cure within 45 days of the notice. If the Parties fail to cure default, Town has the option of foreclosing on the Mortgage or instructing the Town attorney to release the Deed in Lieu of Foreclosure from escrow.

III. Curing of Zoning & Building Violations – Both Properties

A. Requires Maranon Parties to remedy and cure all violations listed in Exhibit "A" to the Settlement Agreement within one (1) year of the date of the Agreement (or by October 16, 2007).



1. Upon completion of all repair work, Town to inspect properties and issue appropriate confirmation or certification
  - a. Town shall notify Maranon Parties of any continuing violations, and Maranon Parties have additional 30 days to cure and request reinspection
  - b. Maranon Parties' failure to cure violations, following any additional remedy period, shall constitute a breach of Purchase Money Mortgage and entitle Town to an immediate release of the Deed in Lieu of Foreclosure held in escrow.

#### IV. Insurance Requirements

A. Section 11.0 of the Settlement Agreement requires that the Maranon Parties provide Town with proof of insurance on the Properties, naming the Town as mortgagee and loss payee, together with a copy of paid receipt for annual premiums.

# Maranon status

**Date:** 5/28/2009  
**To:** Gary Word  
**Cc:** Lynn Dannheisser  
**From:** Jay Senter  
**RE:** Maranon Status  
**Priority:** [Urgent]

---

Gary

As you are aware the Maranon note will become due on June 1, 2009. I have been involved in other non-Surfside activities for the past several months and failed to give you this Maranon status report as I had planned to do in early March.

Since the agreement was extended by the Commission, because of the length of time it took for the Town to reach agreement with Bank of America, much has been done by the Maranon/Arboleda Family to satisfy their obligation under the Settlement Agreement.

Both properties underwent permitting for exterior painting and substantial clean-up and tree planting took place and the landscaping is being maintained by an outside gardening service every three weeks.

Permits pulled and work was completed on a new tile roof for 9255 Abbott. This roof, it was found, had to be replaced and not repaired as anticipated, because while under the Towns ownership it failed to enter and inspect the leaking roof and ultimately it collapsed and hence replacement necessary at a significant but unexpected cost. Because of the moisture created by major water damage all of the interior walls were with mold and had to be replaced. All of the glass window panels had to be replaced because they had been broken by vandals over the prior years under town ownership. This work was also completed.

A Permit was pulled for a new bathroom in 9255 Abbott and while being constructed it became necessary to replace most of the homes plumbing since when the Town owned it, no water service was on and when the service was activated the pipes were leaking and broken as a result of years of non use. The lateral connection cracked and the family discovered that the house had no sewer connection at all. The waste had been disposed of for years (prior to their ownership) by connecting to the line of the 9249 Abbott property Central Plumbing came to do the replacement and the lateral hook-up.

While doing the lateral work, Central Plumbing damaged the driveway with their equipment and when the family asked them for insurance information to make a claim for repair, Central ignored them repeatedly and then said they didn't do the damage. Furthermore they attempted to fix the damage they "didn't do" to the brick pavers by painting them without family knowledge or approval. As if they

hadn't created enough of a problem they left their permit open for nearly ten months and filed a lien notice on the property. Each of these actions created further delay in finishing work the permitted work in progress. Nonetheless, the family moved forward with its compliance obligations.

At a meeting January 4, 2008 asked for by the family to discuss the nearly \$100,000 of extra cost which the family anticipated would be spent as a result of the towns failure to maintain the property and advise them of its condition prior to the settlement. Attending this meeting were; the Acting Town Manager, Pam Bragnaccio, Town Attorney Lynn Dannheisser, Building Official Norman Braun, Mayor Burkett and me. The family members and I made those present aware of the fact that no CO's were found in the building files and we had been requesting them as they were required to obtain insurance and to seek mortgage financing. Under the towns ownership there had been no insurance policy on the 9255 Abbott house, and because there had been no continuous insurance it was unobtainable without a Certificate of Occupancy. We again asked the Town to provide CO's for both properties and Norm Braun was to work out the details in a letter to be prepared in conjunction with the Town Attorney indicating there were CO's which the town could not locate, establishing something that would satisfy the requirement. Also discussed were building plans, previously submitted electrical plans as well as a set of complete architectural drawings that had gone "missing".

Norman Braun was directed to undertake the task of getting the CO issue resolved and attempting to locate plans.

The CO letter never materialized. Instead, after several months, Building Official Braun gave the family five requirements from the State of Florida which would possibly allow the issuance of a CO. because the ones that previously were introduced in court proceedings appeared to have been "removed" from the building files. These requirements included a set of "as built" plans, the cost of which, was many thousands of dollars. It was money which the family did not have nor did they feel they should have to spend. The fact that CO's existed since the houses were built and were part of a court record, should have precluded this requirement along with the fact that because many of the files, included building plans and architectural plans which had previously been submitted were not found or incomplete which made dealing with these outstanding issues a real problem.

In the matter of the electrical the requirement was supposed to have been compliance to code at the time the house was built. A permit was pulled by the electrical contractor which originally called for only the new bathroom GIF to have to be to current code. However the Electrical Inspector for the town decided that everything had to be made to current code and as a result the electrical contractor withdrew since he wanted no problems. As of this writing he has decided to re-apply for the permit and expects with some aide from the building department, have the electrical ready for final after June 5<sup>th</sup>.

To summarize candidly the family asked for relief at the January 4<sup>th</sup> meeting. The manager was not familiar with the case and simply chose to do nothing. Mayor Burkett alluded to some financial consideration but again nothing materialized. The family has deep concerns that what was a nightmare under the Novack/Will/ Cypen/Ginsburg administrations may not be over. In the settlement agreement these houses had not one single code violation and two and a half years later they can't get Certificates of Occupancy, the real estate market has plummeted, they have spent tens of thousands of dollars and the 9255 ABBOTT house has been virtually zeroed out by the Value Adjustment Board because without a CO it is uninhabitable.

I am asking on behalf of the family to consider the facts and responsibly come up with some alternative solutions before the mortgage becomes delinquent and the roller coaster starts again.

Jay Senter

Cc: Jose Maranon Marco Arboleda Paul Pacino

**EXHIBIT "A"**

**9249 Abbot Avenue Code Violations**

1. Remove additional exterior door leading to front porch.
2. Remove furniture and debris on front porch
3. Obtain after-the-fact permit for garage conversion to bedroom and 2 bathrooms.
4. Perform general property maintenance to resolve overgrown shrubs and grass.

**9255 Abbot Avenue Code Violations**

1. Remove or repair outdoor spa in backyard to eliminate stagnant water.
2. Perform general property maintenance, including wood fence debris, and shrub overgrowth.

# MEMORANDUM

**Date:** 11/30/2009  
**To:** Gary Word  
**From:** Jay Senter  
**RE:** Maranon Settlement Status  
**Priority:** [Urgent]

---

Gary;

After three long and expensive years, the 9255 Abbott Avenue property has been finalized and all outstanding permits have now been closed by the Town.

It is obvious to the Maranon/Arboleda families that a complete resolution to the mortgage payment issues concerning the 9249 and 9255 Abbott Ave properties would be in the best interest of all parties. To that end I have provided you with a comparable sales report prepared by Beachfront Realty which indicates closed sales of similar properties in Surfside for the past six months. In addition the property tax valuation and appraisal is also included.

With that information as a backdrop, I propose, on behalf of the Maranon/Arboleda family, that the Town takes back 9255 Abbott Ave, a now habitable property, in exchange for the two outstanding mortgages totaling \$340,000 and deeds the 9249 Abbott Ave property to the family and assumes a shared payment for back taxes (pro-rated after date CO was issued) as well as: title insurance, title search, legal fee, doc stamps and miscellaneous recording fees.

The significant amount of time and enormous extra expense to complete 9255 Abbott was not created by the Maranon/Arboleda families and its resulting impact has hampered their ability to sell either property before the market changed so dramatically. I believe this to be the cleanest, most expeditious and the best way out of this mess. I look forward to your thoughts.

Jay Senter

11/30/2009

Confidential

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**QUINLIVAN APPRAISAL**  
A PROFESSIONAL ASSOCIATION  
REAL ESTATE APPRAISERS & CONSULTANTS  
5730 S.W. 74TH STREET, SUITE 300  
SOUTH MIAMI, FLORIDA 33143

J. MARK QUINLIVAN, MAI  
STATE-CERTIFIED GENERAL APPRAISERS  
RZ 0000112

TELEPHONE (305) 663-6611  
FAX (305) 665-4921

THOMAS F. MAGENHEIMER, MAI  
STATE-CERTIFIED GENERAL APPRAISERS  
RZ 0000553

December 15, 2009

Gary L. Word, Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

Dear Mr. Word:

In accordance with your request and authorization, I have prepared this Appraisal Report covering the following described property:

Single family residence located at 9255 Abbott Avenue, Surfside,  
Florida.

The purpose of this Appraisal is to estimate the Market Value of the described property as of December 9, 2009, being the date of inspection.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

Gary L. Word, Town Manager  
December 15, 2009  
Page 2

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of December 9, 2009, the subject property has a Market Value of:

**THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS**

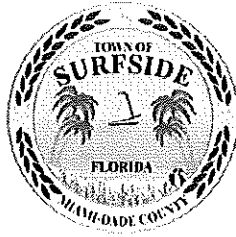
**(\$325,000)**

Respectfully submitted,



**J. Mark Quinlivan, MAI**  
State Certified General Appraiser  
Certification Number: RZ0000112

JMQ/rp  
(09-168)



## Town of Surfside Commission Communication

**Agenda Item #** 8B

**Agenda Date:** January 12, 2010

**Subject:** Proposed Acquisition of Downtown Vacant Lot - 9450 Collins Avenue

**Background:** Generally, it has been the desire and policy of the Town to acquire certain parcels of property when there is an opportunity to add value to the Town for public purposes. The vacant lot at 9450 Collins Avenue is available for acquisition. The intent would be to acquire this parcel to add capacity to the downtown parking system. The lot abuts Collins Avenue to the east, the Post Office parking lot to the north and the public access alley to the west. Property previously owned by the Beach House is immediately to the south.

Town staff has been negotiating with the owner of this parcel for the past several months. Two acquisition options are possible. One would be an outright purchase and the other would be an agreement for first right of refusal. The purchase price is offered at \$500,000 (Attachment A) and a draft of the "first right of refusal" agreement terms is attached (Attachment B). Both the agreement for purchase and the terms of the right of first refusal will still need to be negotiated.

**Analysis:** A property appraisal for the lot was conducted in June 2009. The appraised value was determined to be \$810,000 (Attachment C).

It is proposed that the purchase price would be \$500,000. \$400,000 would be paid initially with an additional \$100,000 to be paid within one year without interest. In addition, the property owner, who is also the property owner for 9501 Collins Avenue, wants a building permit at that location, expiring on September 30, 2009, to be extended. The Town Building Official has indicated that there should not be an issue granting the extension.

The option to purchase 9450 Collins Avenue with first right of refusal provides for the Town to have ten (10) days to exercise a first right of refusal upon an executed offer from a third party. Further, the covenant requires the extension of building permits and development rights for property owned at 9501 Collins Avenue. Finally, the first right of refusal will automatically terminate if the property is developed into residential condominium units.



Funds for an outright purchase would be available from the Town's Parking Fund. The balance of the Fund as of December 1, 2009 was approximately \$2,250,000.

In addition to the acquisition of the property there would need to be improvements to the lot in order to add to the pool of parking spaces in the downtown. It is estimated that up to 18 parking spaces could be generated on the site with an estimated cost for improving the lot at \$45,000 (paving, striping and meters).

**Budget Impact:** There would be no budget impact on the operating budget of the Town. However, a reduction in the reserves of the Parking Fund of \$400,000 would be incurred in 2010 and an additional reduction of \$100,000 would be incurred the following year (2011). In addition, should the lot be acquired and improved for additional parking, funds would need to be budgeted in future years in the Capital Improvements Fund (or Parking Fund) for the improvements. The estimated cost is \$45,000.

Depending on the potential use of the improved parking lot additional revenue would be derived from parking meter revenue. At 50% occupancy, parking meter revenue is estimated at \$3,744 per month plus fine revenue of \$6,739.20 (annually) for total annual revenue of \$51,667.20 (Attachment D). If achieved, payback for the lot could be realized in approximately ten (10) years.

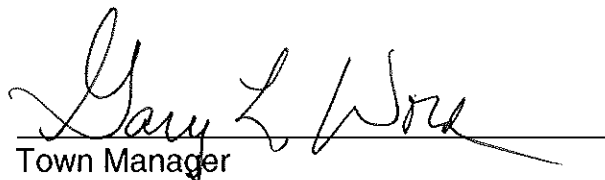
**Staff Impact:** The burden of reading 18 additional meters and parking violation enforcement would be placed on parking enforcement personnel.

**Recommendation:** It is recommended that the Town Commission determine:

- 1) Whether it wishes to acquire the vacant lot at 9450 Collins Avenue.
- 2) If there is interest in the acquisition, the Commission should determine if it wishes an outright purchase of the lot with the terms specified or pursue a first right of refusal agreement. In either case, an agreement would need to be drafted for future consideration by the Town Commission.

---

Department Head

  
Town Manager

**Gary Word**

---

**From:** Avi Sharabani [dalmor34@yahoo.com]  
**Sent:** Thursday, December 17, 2009 3:56 PM  
**To:** Gary Word  
**Subject:** Fw:

--- On Thu, 12/17/09, Avi Sharabani <[dalmor34@yahoo.com](mailto:dalmor34@yahoo.com)> wrote:

From: Avi Sharabani <[dalmor34@yahoo.com](mailto:dalmor34@yahoo.com)>  
Subject:  
To: [benfeld@bellsouth.net](mailto:benfeld@bellsouth.net)  
Date: Thursday, December 17, 2009, 3:21 PM

gary

i am sending this e-mail to out line the discusstion we had today...  
the price for the 9450 lot is 500.000 i will take 450.000 up front and 50.000 in 1 year no interst. and i will  
need 5 year ex on the 9501 permit..  
i can be negotiobel on the term if you realy need...but not mach

happy hollidays  
avi

**DECLARATION OF RESTRICTIVE COVENANT**

THIS DECLARATION OF RESTRICTIVE COVENANT (the "Declaration"), made this day \_\_\_\_ of December 2009 by 9501 Collins Avenue LLC, A Florida limited liability company, (the "Owner"), in favor of The Town of Surfside. (the "Town").

**W I T N E S S E T H**

WHEREAS, the Owner holds fee simple title to certain property in the Town of Surfside Florida, located at 9450 Collins Avenue, Surfside, Florida, legally described as

Lot 7, Block 4, Altos del Mar No. 6 according to the Plat thereof as recorded in Plat Book 8 at page 106 Public Records of Miami Dade County, Florida

(the "Property"); and

WHEREAS, the Owner is desirous of making a binding commitment to the Town to provide the Town with a right of first refusal to purchase the Property.

NOW, THEREFORE, the Owner and the Town covenant and agree that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon the Town and the Owner, its successors in interest and assigns, as follows:

1. In the event Owner wishes to sell or transfer the Property, Owner agrees to grant the Town a right of first refusal (sometimes referred to as "Covenant") to purchase the Property on the same terms and at the same price as the third party offer and upon the following terms and conditions:

i In the event Owner, its successors and/or assigns, wishes to sell the Property, Owner shall give the Town written notice by certified mail, return

receipt requested, together with a copy of an executed offer from a third party and the Town shall have the option to purchase the Property at the same price, terms and conditions of the third party offer.

ii. The Town shall have ten (10) days from acknowledgement of receipt of the offer within which to exercise his option to purchase the Property.

iii. In the event Town exercises the option to purchase the Property, the Town may exercise same and take title to the Property in the name of the Town or any entity owned or controlled by Town.

iv. In the event Town fails to exercise this right of first refusal within ten days from receipt of said notice, Owner shall be free to sell the Property pursuant to the price, terms and conditions of the third party offer. In the event Town chooses not to exercise his right of first refusal to purchase the Property on any transfer, he shall, upon request by grantor deliver a written waiver of same to Owner to be recorded in the Public Records of Miami-Dade County, Florida.

2. As further consideration for the granting of this right of first refusal, any and all building permits and development rights pertaining to 9501 Collins Avenue shall be extended for a period of five (5) years and shall be fully transferable to any Grantee.

3. Notwithstanding the aforementioned statement, this Right of First Refusal with respect to the Property shall automatically terminate if the Property is developed into residential condominium units.

4. Effective Date. This instrument shall constitute a Declaration running with the title to the Property and be binding upon Owner and the Town, their successors and assigns upon recordation in the Public Records of Miami-Dade County, Florida.

5. Recording. This Declaration shall be filed of record among the Public Records of Miami-Dade County, Florida, at the cost of the Owner.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2009

WITNESSES:

9501 Collins Avenue LLC

\_\_\_\_\_

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

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

Avi Shirabani  
As: Managing Member

\_\_\_\_\_

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

TOWN OF SURFSIDE

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

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

Name :  
Position

\_\_\_\_\_

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

STATE OF NEW YORK            )  
                                          ) ss:  
COUNTY OF NASSAU            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December 2009 by Avi Shirabani, managing member of 9501 Collins Avenue LLC, a Florida limited liability company. He personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF NEW YORK  
My commission expires:

STATE OF FLORIDA            )  
                                          ) ss:  
COUNTY OF MIAMI DADE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2009 by \_\_\_\_\_, \_\_\_\_\_ (position), of TOWN OF SURFSIDE who personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA  
My commission expires:

Prepared by:  
Bennett G. Feldman, Esq.  
2655 Lejeune Road  
Suite 514  
Coral Gables Fl 33134

**QUINLIVAN APPRAISAL**  
A PROFESSIONAL ASSOCIATION  
REAL ESTATE APPRAISERS & CONSULTANTS  
6780 S.W. 74TH STREET, SUITE 800  
SOUTH MIAMI, FLORIDA 33148

MARK QUINLIVAN, MAI  
STATE-CERTIFIED GENERAL APPRAISERS  
EZ 0000112

TELEPHONE (305) 688-6611  
FAX (305) 685-4921

THOMAS F. MAGENHEIMER, MAI  
STATE-CERTIFIED GENERAL APPRAISERS  
EZ 0000558

June 12, 2009

Lynn M. Dannheisser  
Town Attorney  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

Dear Ms. Dannheisser:

In accordance with your request and authorization, I have prepared this Appraisal Report covering the following described property:

Land parcel containing 6,750 square feet located at 9450 Collins Avenue, Surfside, Florida

The purpose of this Appraisal is to estimate the Market Value of the described property as of June 9, 2009, being one of the dates of personal inspection.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

This report was prepared in accordance with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) relating to appraisal standards as enumerated in Title 12, Code of Federal Regulation, Part 34 (12CFR34) and in compliance with the most current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

Hourly Rate	Hours Enforced	Daily revenue per space	# of Parking Spaces	Days enforced	Maximum Revenue Per Week	% of Occupancy	Actual Weekly Revenue	Actual Annual Revenue	Actual Monthly Revenue	Citation/Fine Revenue 15%
\$1.00	16	\$16.00	18	6	\$1,728.00	30%	\$518.40	\$26,956.80	\$2,246.40	\$4,043.52
\$1.00	16	\$16.00	18	6	\$1,728.00	40%	\$691.20	\$35,942.40	\$2,995.20	\$5,391.36
\$1.00	16	\$16.00	18	6	\$1,728.00	50%	\$864.00	\$44,928.00	\$3,744.00	\$6,739.20
\$1.00	16	\$16.00	18	6	\$1,728.00	60%	\$1,036.80	\$53,913.60	\$4,492.80	\$8,087.04

Meter revenue \$3,913.60  
 Fine revenue 8,087.04  
 Total revenue 62,000.64