



Office of the Mayor of Davie
Mayor Tom Truex

954-797-1030
Tom_Trux@davie-fl.gov

Town of Davie 6591 Orange Drive, Davie, FL 33314-3399

Memorandum

To: Ken Cohen
From: Tom Truex 
RE: Status of Town Attorney

Date: March 15, 2006

I would appreciate your adding the following item as "New Business" on the Agenda of the next regular Town Council meeting:

"Discussion of Status of Town Attorney"

I request the following items be given to the Town Council as backup:

1. This Memorandum
2. The Town Attorney's current employment contract
3. Copy of "Sworn Statement of Andre Parke, November 9, 2005"—I believe this item was released by the State Attorney to the press, but we may wish to confirm it is properly in the hands of the public at this point.
4. Copy of cell phone records for Chris Kovanes for October 17 and 18, 2005.
5. Copy of Miami Herald article, dated March 12, 2006: "*Kovanes' call log revealing.*"
6. Update on the survey on City Attorneys. I believe either our Clerk or our Town Attorney did a survey a year or two ago relating to what other municipalities spend for legal advice. If you think this item would consume an inordinate amount of staff time, I have no objection to deferring this update, pending direction from the Council. What I would like to know is:
 - a. what other Broward County Municipalities do as far as having in-house counsel or a private attorney
 - b. The costs of other cities for the main attorney (in-house or private attorney) plus costs for outside or special counsel; and
 - c. The size of any reporting city, for comparison
 - d. Estimate of Davie's costs for the same items
7. Any other matter which you or other council members may find pertinent to the issue of the continued status of the Town Attorney

RESOLUTION R-2005-226

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND MONROE D. KIAR TO PERFORM THE DUTIES OF THE TOWN ATTORNEY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie initially retained the services of Monroe D. Kiar as Interim Town Attorney in April, 2000 and thereafter, as permanent Town Attorney pursuant to an Engagement Letter in Resolution R-2000-214 dated September 6, 2000, and subsequently, amended said agreement pursuant to Resolutions R-2003-58 and R-2004-264; and

WHEREAS, the Town Council desires to update the provisions of the legal services Engagement Letter with Monroe D. Kiar regarding the hourly rate provided within Section 4 of the Engagement Letter; and

WHEREAS, the Town Council is satisfied with the legal services provided by Monroe D. Kiar and his law office regarding the position of Town Attorney.

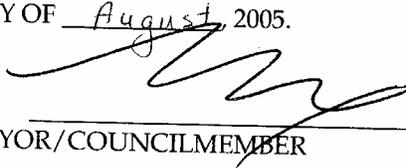
WHEREAS, the Town Council desires to continue to engage the services of Monroe D. Kiar as Town Attorney in accordance with the provisions of the attached Amended Engagement Letter agreement.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Davie, Florida,

SECTION 1. The Town Council hereby authorizes the Mayor to execute an Amended Engagement Letter with Monroe D. Kiar for his services as Town Attorney, attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 17th DAY OF August, 2005.


MAYOR/COUNCILMEMBER

Attest:


TOWN CLERK

APPROVED THIS 17th DAY OF August, 2005.

**AMENDED TOWN OF DAVIE ENGAGEMENT
LETTER WITH ATTORNEY MONROE D. KIAR**

This Agreement is entered into this ____ day of _____, 2005, by and between the **TOWN OF DAVIE, a Florida Municipal Corporation**, and **MONROE D. KIAR, ESQUIRE as a member of the LAW OFFICES OF MONROE D. KIAR AND ASSOCIATES**, and both parties agree to the following:

WHEREAS, the Town of Davie retained the services of Monroe D. Kiar to provide legal services to the Town on September 6, 2000, and thereafter, entered into Amended Town of Davie Engagement Letters with Attorney Monroe D. Kiar on March 5, 2003 and November 17, 2004, pursuant to Resolutions R-2003-58 and R-2004-264; and

WHEREAS, the Amended Town of Davie Engagement Letter of November 17, 2004, sets the compensation to be paid to Monroe D. Kiar, Esquire for legal services for himself and attorneys working at his direction to be at a rate based upon \$150.00 per hour and that said hourly rate would be reviewed annually with the next review in August, 2005; and

WHEREAS, the Town Council wishes to update this contract to establish a new rate of compensation for Monroe D. Kiar, Esquire, as Town Attorney; and

NOW, THEREFORE, be it agreed by and between the Town of Davie and Attorney Monroe D. Kiar as follows:

Section 1. The Town of Davie is a municipal corporation established under Chapter 61-2056, and the Town Attorney's position is a position established by the Town of Davie enabling legislation and the Town Charter, and the rights and obligations of both are governed by Chapter 61-2056.

Section 2. The Davie Town Council desires that Monroe D. Kiar, Esquire continue to serve as the Town Attorney and Monroe D. Kiar, Esquire desires to continue to serve in the capacity of Town Attorney.

Section 3. Monroe D. Kiar Esquire shall perform the duties of the Town Attorney as prescribed by the Davie Town Charter as it presently exists and as may be amended from time to time. The Town Charter presently states

"The Town Attorney. The Town Attorney shall be a practicing attorney and a member of the Florida Bar. The Town Attorney shall be retained by the Town Council and shall act as a legal advisor to and counselor for the Town and all of its officers in matters relating to their official duties; provide written legal opinions on official matters when requested to do so by Councilmembers and/or Town Administrator; draft or review for legal correctness ordinances, contracts, franchises

and other instruments; perform such other professional duties as may be assigned to him by the Council and/or Town Administrator. For his services, the Town Attorney shall be compensated by a retainer set by the Council.”

Section 4. The compensation to be paid to Monroe D. Kiar, Esquire for legal services for himself and attorneys working at his direction shall be at a rate based upon \$160.00 per hour (such rate shall be inclusive of non-attorney support staff, such as secretarial staff). This hourly rate applies to all legal work, including review of agendas, attendance at all Council Meetings and all required board and staff meetings, litigation, attendance before any administrative bodies, municipal prosecutions, etc. This hourly rate shall be reviewed annually in August of each successive year with the next annual review in August, 2006. Billings shall be in 1/10 hour increments. The hourly rate shall include time spent for conferences, on the telephone, drafting documents, in negotiation, in legal research, court time and for travel to and from locations away from Monroe D. Kiar’s office. Additionally, Monroe D. Kiar shall be reimbursed for various and sundry costs and expenses, which costs and expenses shall be, including, but not limited to, long distance telephone calls, photocopies, out-of-town (out-of- Broward County) travel expenses (if applicable), deposition expenses (including costs of transcript and court reporters fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), accounting and appraisal fees and fees and expenses of other experts which are deemed necessary by the Town Attorney (approval will be obtained from the Town Council before retaining an expert). Additionally, in the event that expenses are incurred for pro rata computer time charges for utilization of West Law, a computer accessible legal data base research tool, to the extent that it is not provided by the Town to the Town Attorney.

Section 5. Monroe D. Kiar, Esquire will submit monthly invoices to the Town of Davie. Payment of the invoices will be made within thirty (30) days of submission. Each charge shall be shown on the statement, whether fees or costs. If there are any disputes or questions regarding the amount of the statement, the Town should contact Monroe D. Kiar for clarification within the first fifteen (15) days from the date that the invoice is sent.

Section 6. The employment of the Town Attorney shall be without definite term and shall continue until terminated as provided herein.

Section 7. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Town Attorney subject only to the provisions set forth in Section 9 of this Agreement.

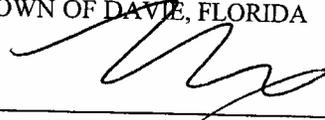
Section 8. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Monroe D. Kiar to resign at any time from the position with Davie subject only to the provisions set forth in Section 10 of this Agreement.

Section 9. The Town of Davie may terminate this contract by an affirmative vote of the Davie Town Council. The Town of Davie shall give Monroe D. Kiar one hundred eighty (180) days written notice of termination of this agreement. Monroe D. Kiar, Esquire and the Law Offices of

Monroe D. Kiar and Associates will receive compensation during said one hundred eighty (180) day period in the minimum amount of at least one-twelfth (1/12) of the previous year's total billings per month, for said one hundred eighty (180) day period, conditioned upon the Town Attorney being willing and able to serve as Town Attorney during the aforesaid one hundred eighty (180) day period.

Section 10. This agreement may be terminated by Monroe D. Kiar upon sixty (60) days written notice to the Town of Davie.

TOWN OF DAVIE, FLORIDA

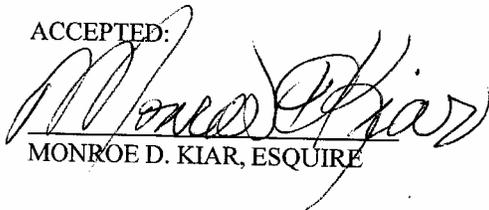


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

ACCEPTED:


MONROE D. KIAR, ESQUIRE

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CASE NO: SPO5-10-115

IN RE:

INVESTIGATION

ORIGINAL

-----x

STATE ATTORNEY'S OFFICE
201 SOUTHEAST 6TH STREET
FORT LAUDERDALE, FLORIDA
NOVEMBER 9, 2005
4:15 P.M. - 4:35 P.M.

SWORN STATEMENT
OF
ANDRE PARKE, ESQ.

APPEARANCES:

MICHAEL J. SATZ, STATE ATTORNEY
BY: JOHN HANLON, ESQ.
ASSISTANT STATE ATTORNEY,
ON BEHALF OF THE STATE.

ALSO PRESENT: LISA VALENTINE, SPECIAL AGENT FDLE.
JAMES FUTCH SPECIAL AGENT FDLE.
JEREMY KROLL, ESQ.

Debbi Keno, Court Reporter
954.476.3680

1 Sworn Statement of ANDRE PARKE, ESQ., a
2 witness of lawful age, taken by the State for the
3 purpose of discovery and for use as evidence in the
4 above-entitled cause, In Re: Investigation, Case No.
5 SP05-10-115, pending in the Circuit Court of the 17th
6 Judicial Circuit in and for Broward County, Florida,
7 pursuant to notice heretofore filed, before Debbi F.
8 Keno, a Court Reporter and Notary Public in and for the
9 State of Florida at Large, at the State Attorney's
10 Office, Broward County Courthouse, 201 Southeast 6th
11 Street, Suite 620, Fort Lauderdale, Broward County,
12 Florida, on the 9th day of November, 2005, commencing
13 at 4:15 o'clock P.M.

14

15 Thereupon:

16

ANDRE PARKE, ESQ.,

17 a witness named in the notice heretofore filed, being
18 of lawful age, and being first duly sworn in the above
19 cause, testified on his oath as follows:

20

EXAMINATION

21 BY MR. HANLON:

22 Q. Sir, your name is what?

23 A. My name is Andre Parke.

24 Q. P-A-R-K-E, sir?

25 A. Yes.

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1 Q. You're an attorney with?

2 A. I'm with the Law office of Monroe D. Kiar and
3 Associates.

4 Q. Where are they located?

5 A. They're located in Davie on Orange Drive.

6 Q. What's the address and phone, sir?

7 A. 6191 Southwest 45th Avenue, Davie, Florida.
8 Phone number is (954) 431-3515.

9 Q. What's the zip there?

10 A. It's 33314, I believe.

11 Q. Okay, sir. I'm John Hanlon. I'm an
12 Assistant State Attorney here in Fort Lauderdale. Over
13 here we have from our Florida Department of Law
14 Enforcement, Special Agent Lisa Valentine, assisted by
15 Special Agent James Futch, here with your attorney,
16 Jeremy Kroll. For the record, his office is at 600
17 South Andrews Avenue in the City of Fort Lauderdale,
18 33301, Suite 500. If you want reach him by phone, it's
19 (954) 764-2500, you can get him there. That's
20 Bogenschutz, Dutko and Kroll.

21 Sir, you're here pursuant to subpoena?

22 A. Yes, I am.

23 Q. We've laid a subpoena on you already?

24 A. Yes.

25 Q. Very good. Just for the record, we are

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1 involved in a criminal investigation looking at certain
2 activities of a guy you know --

3 A. Yes.

4 Q. -- by the name of Chris Kovanes. I can tell
5 you, you are in no way, shape or form a target of this
6 criminal investigation. Even if you were, with the
7 delivery of a subpoena, by Florida Statute you have use
8 and derivative use immunity. I mean, we don't
9 anticipate asking you a question that may incriminate
10 you in any way, shape or form. Should we do that, we
11 couldn't use it against you or any leads that develop
12 from what you tell us in the criminal prosecution of
13 you. By Florida Statute you don't get transactional
14 immunity. I mean, if somebody wandered down the hall
15 and told us you did something out of the way,
16 independent from what you tell us today, we could use
17 that, but I'm not aware of that, but I just want the
18 record to be clear, and also to relieve you from any
19 possible concerns.

20 A. Thank you.

21 Q. Sure. The only way you can get in trouble
22 with us, and you look like a nice man, the only way you
23 can get in trouble with us is if you were to lie to us,
24 but apparently you can lie to us a little bit, it just
25 can't be material, because if it's material and you lie

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1 to us then, we'd do what we could and charge with you.
2 perjury; do you understand?

3 A. Yes, sir.

4 Q. That's a felony of the third degree. But we
5 have no reason to believe you would do that. You look
6 like a nice man. I know you wouldn't. Also, if you
7 told us you wouldn't want to talk to us, if you
8 wouldn't talk to us and it was a relevant question,
9 we'd drag you down in front of the judge and browbeat
10 you, but you're gonna answer anyway?

11 A. Yes.

12 Q. You wouldn't lie to us?

13 A. No.

14 Q. Good. Okay. Monroe Kiar, K-I-A-R --

15 A. Kiar, it's K-I-A-R.

16 Q. Kiar, is that how you pronounce it?

17 A. Yes.

18 Q. You're with that law firm?

19 A. Yes, I am.

20 Q. And the law firm is on contract with the Town
21 of Davie?

22 A. Yes.

23 Q. To render legal advice and whatever?

24 A. Yes.

25 Q. How do you know Chris Kovanes?

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1 A. Through work. He is presently the town
2 administrator.

3 Q. I think he's been suspended, hasn't he?
4 A. Yes.

5 Q. Suspended with pay?
6 A. I believe that's accurate.

7 Q. Is this a great country or what? Don't have
8 to show up for work and he gets paid; is that right?
9 A. I believe so.

10 Q. Okay. Well, now, it's our understanding that
11 not too long ago the Town of Davie became rather
12 suspicious of certain of his activities and dealings
13 with an outfit called GEO, Inc. Does that name mean
14 anything, G as in George, E as in Edward, O as in
15 Oswald, Inc.?
16 A. The only way that I know anything about GEO,
17 Inc. is on that Monday -- I don't remember the exact
18 date.

19 Q. Would that have been in October of this year?
20 A. Yes, it would have been.

21 Q. Okay.
22 A. I asked Mr. Kovanes if GEO, Inc. did work for
23 the town.
24 Q. For the Town of Davie?
25 A. Yes.

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1 Q. What did he tell you?

2 A. He told me that, yes, it did and -- I'm
3 sorry. Excuse me.

4 Q. Is that you?

5 (Discussion off the record.)

6 BY MR. HANLON:

7 Q. What precipitated this contact with Kovanes?
8 Why did you ask him about GEO, Inc.?

9 A. At that particular time that we spoke of
10 that, he came to my office. It was downstairs in the
11 parking lot, and he --

12 Q. Your office is where?

13 A. My office is about two minutes away from town
14 hall. It's on Orange Drive.

15 Q. So he meets you where?

16 A. He meets me downstairs in my office. I mean,
17 not in my office, but downstairs outside the building.

18 Q. Is this by prior arrangement?

19 A. No. Actually, he contacted my secretary to
20 ask her if he could meet her downstairs and discuss an
21 issue. She thought that was weird and she came to me
22 and asked me if Chris Kovanes was okay, and that she
23 had told me that he had asked her to meet him
24 downstairs. I told her that I would take care of it,
25 and I went downstairs myself.

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1 Q. And there he is?

2 A. Yes.

3 Q. And he says to you what?

4 A. At that point he asked me what was going on.
5 He looked in pretty bad shape. And I told him that the
6 only thing I knew was that I had been asked to do some
7 research regarding public officials doing business with
8 their own agency. And I said to him, I think that Mr.
9 Underwood thinks that you may have done business with
10 the town, and I then asked him --

11 Q. That is William Underwood, the financial
12 director?

13 A. Yes.

14 Q. Finance director. Okay. And what? Go
15 ahead.

16 A. I then asked him, are you affiliated with any
17 corporations that are doing business with the town?

18 Q. And he says?

19 A. He said no. I then asked him -- I'm sorry.
20 Then he said the only corporation that he is affiliated
21 with is his firm, Geographic, his S-corp firm, he
22 called it an S-corporation, he said Geographic
23 Environmental Origin.

24 Q. Okay. Did he tell you what the nature of
25 that business was?

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1 A. No, he didn't tell me what the nature of that
2 business was. But he simply told -- he told me that
3 there was a GEO, Inc. that did work for the town, and
4 he said it was Glass, Epstein and another --

5 Q. Esserman?

6 A. It could have been Esserman.

7 Q. And Osborne?

8 A. Yeah. Well, I didn't remember the other two
9 names. I thought it was Epstein and another name. And
10 then I asked him if he knew who these people were. And
11 he said that he didn't know him them personally. He
12 heard of them.

13 Q. Okay. What else did he tell you?

14 A. He asked me if -- he then asked me if anyone
15 was -- who was at the meeting that asked -- who asked
16 me to do the research. Who was at the meeting. And I
17 told him that I couldn't say, aside from my boss. And
18 then --

19 Q. That's Mr. Kiar?

20 A. Mr. Kiar.

21 Q. Uh-huh.

22 A. And he said to me that he wanted to meet with
23 Bill Underwood prior to, and he had called Mr.
24 Underwood several times and he wasn't returning his
25 phone calls. And he speculated that Mr. Underwood was

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1 in the meeting. And he told me that other individuals
2 had been calling him or calling his office to see where
3 he was. And that was the Chief, John George, so he
4 speculated that they were meeting somewhere. He didn't
5 know where it was or -- and he speculated that it was
6 at the police department or at maybe at a State
7 Attorney's Office. At that point I told him, don't
8 worry about it, it's a mistake. If they think that
9 you're this GEO Inc., it's just a mistake, because your
10 firm is Geographic Environmental, Inc. and --

11 Q. Origins.

12 A. Sorry. Origins, Inc., and that is a mistake.

13 Q. Uh-huh.

14 A. And that was pretty much the gist of it. I
15 gave him a hug and I told him, don't worry about it,
16 it's just a mistake and it would probably be cleared up
17 and everything would be fine.

18 Q. And he says great?

19 A. And he said, well, I'm just -- he was upset
20 about that they hadn't come to him, the individuals
21 hadn't come to him and asked him. And I told him,
22 don't worry about it, it's probably a political thing.
23 Don't worry about it, it will be taken care of and he'd
24 be cleared.

25 Q. All right. But there was no question he told

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1 you he had no affiliation whatsoever with GEO, Inc.?

2 A. Yes, he told me that he didn't know them.

3 Q. But he did have this escrow company, whatever
4 that is, I guess?

5 A. I think it was an S-corp.

6 Q. S-corp?

7 A. Yes.

8 Q. S-corp. So what's an S-corp?

9 A. I don't know.

10 Q. Here I came clean and said I didn't know an
11 S-corporation. So he says he's affiliated with an
12 S-corporation by the name of Geographic Origins, Inc.
13 Did he tell you what they do?

14 A. No. I believe that they do consulting.

15 Q. On what or about what?

16 A. I don't know exactly the parameters of what
17 they do.

18 Q. Okay. Let me run some names by you. There
19 was a Bill -- Bill -- the president.

20 AGENT VALENTINE: Bob Glass.

21 BY MR. HANLON:

22 Q. Bob Glass. That was a test.

23 Bob Glass, does that mean anything to you?

24 A. Only that he told me GEO, Inc. was Glass
25 and -- I'm sorry, I can't remember the second name.

1 Q. The B and the O?
2 A. Yes.
3 Q. And did he tell you he knew anything about
4 them?
5 A. Only that he said that he knew of them, but
6 he didn't know them personally.
7 Q. Okay. Have you had any contact with the guy
8 Kovanes since then?
9 A. Since that date, no.
10 Q. Okay. Did he ever mention a guy to you by
11 the name of Mike Wolfstein?
12 A. No.
13 Q. Does that name mean anything to you?
14 A. It means nothing.
15 Q. What else do you have for this fellow?
16 BY SPECIAL AGENT VALENTINE:
17 Q. Did Mr. Underwood go to Monroe Kiar and
18 request for you to do the research, or do you know how
19 that came about?
20 A. Yes.
21 Q. Or did he go directly to you, or how did that
22 happen?
23 A. I received a phone call from Monroe and they
24 wanted to know -- they only wanted to know the specific
25 statute that said that an individual couldn't do

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1 business with their agency, and I found the statute for
2 them.

3 BY MR. HANLON:

4 Q. It's under the ethics code, isn't it?

5 A. Yes, under the ethics code, under Chapter
6 112.

7 BY SPECIAL AGENT VALENTINE:

8 Q. Was this around the same time period or was
9 this the week before or --

10 A. No, no, this was the same day.

11 Q. That Monday?

12 A. That Monday. And it was around 3:00 o'clock
13 or a little bit before.

14 Q. Okay. And Bill called Monroe?

15 A. The only thing that I know is that Monroe
16 called. He said he was with Bill Underwood and that
17 they were about -- and he was about to step into a
18 meeting with the Mayor.

19 BY MR. HANLON:

20 Q. Is that the first time you ever heard about
21 GEO, Inc. and Geographic Environmental Origins?

22 A. I heard of Geographic Environmental Origins.
23 This is the first time I heard of GEO, Inc.

24 Q. When did you first hear about Geographic
25 Environmental Origins, Inc.?

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1 A. Geographic Environmental Origins, the first
2 time I heard about that was two and a half years ago.
3 And Mr. Kovanes asked me to accompany him to Miramar,
4 and he had a proposal that he gave before the city
5 manager and commissioners regarding -- I think it was a
6 grant for a pocket park.

7 Q. And this was where?

8 A. It was in Miramar.

9 Q. He gave it to Miramar city officials?

10 A. Yes. We didn't end up getting the proposal.
11 I think they went in-house on that.

12 Q. Do you know where -- Did he operate out of
13 his home or an office, do you know?

14 A. I don't know.

15 Q. Okay. Do you know who the principals were,
16 other than Kovanes, for Geographic Environmental
17 Origins, Inc.?

18 A. No, I thought it was just him. He never told
19 me about anyone else.

20 Q. Did he ever tell you where his banking
21 relationship was?

22 A. No, he didn't.

23 Q. Do you have any idea where it was?

24 A. No, I don't.

25 Q. Okay. And you have had no conversation with

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1 the guy since?

2 A. Not since that date.

3 Q. Okay. Now, as part of the firm providing
4 advice and counsel to the Town of Davie, do you sit in
5 on any counsel meetings or other conclaves leading up
6 to the selection of GEO to do business with the city?

7 A. No.

8 Q. So you don't know how the city came to start
9 doing business with GEO, Inc.?

10 A. No.

11 MR. HANLON: What else do you have for this
12 young man?

13 BY SPECIAL AGENT VALENTINE:

14 Q. Going back to when he asked you to go with
15 him to this meeting at the City of Miramar, what was it
16 for? A pocket -- explain that?

17 A. That is just a neighborhood park. I think
18 they needed a neighborhood park and they wanted to see
19 if anyone would help them get a grant.

20 BY MR. HANLON:

21 Q. So that's what you feel this S-corporation
22 was designed for, to provide consulting to
23 municipalities on how to get federal funding and their
24 state funding?

25 A. I don't know. That's the only thing that

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1 I've heard -- that's the first time and only time I
2 ever had any dealings with him in that capacity with
3 his S-corp, so I don't know if he does anything else
4 or --

5 Q. Did he ever give you the impression that the
6 outfit was put together to assist cities in mapping and
7 that type of thing?

8 A. No.

9 Q. Okay. It was more consulting on grants,
10 which was the only --

11 A. That was the only thing. If he could do
12 anything else, I don't know.

13 Q. Okay. Fair enough.

14 BY SPECIAL AGENT VALENTINE:

15 Q. So you weren't going on behalf of the Town of
16 Davie?

17 A. No.

18 Q. Okay.

19 A. We are not in-house counsel.

20 Q. Right. I understand that.

21 BY MR. HANLON:

22 Q. So you can do business with others, other
23 than the Town of Davie?

24 A. Yes.

25 Q. Did he pay you for your services?

1 A. No.

2 Q. Cheapskate. What else?

3 SPECIAL AGENT FUTCH: I don't have anything.

4 BY MR. HANLON:

5 Q. I don't either.

6 Sir, this case has been getting some media
7 attention. Should you be contacted relative to the
8 matter, in fairness to Mr. Kovanes, I ask you not to
9 comment.

10 A. We've been asked, I believe, at the town
11 council meeting -- sent an email saying we shouldn't be
12 speaking to anyone.

13 Q. That's great. Appreciate your courtesy.
14 Thank you.

15 A. Thank you.

16 MR. HANLON: You, too, Mr. Kroll, as always.

17 MR. KROLL: Thank you, Mr. Hanlon.

18 MR. HANLON: That's it.

19 AND FURTHER DEPONENT SAITH NOT.

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CERTIFICATE

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STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I, Debbi F. Keno, a Notary Public in and for the State of Florida at large,

DO HEREBY CERTIFY that the foregoing sworn statement, pages 1 through 17 inclusive, are a true and correct record of the testimony given by the witness, ANDRE PARKE, ESQ.

I FURTHER CERTIFY that I am not a relative or employee of any of the parties, nor relative or employee of such attorney or counsel, or financially interested in the forgoing action.

IN WITNESS WHEREOF, I have hereunto affixed my hand this 23rd day of November, 2005.

Debbi F. Keno

Debbi F. Keno
Court Reporter and
Notary Public, State of Florida at Large
My Commission Expires: 12/26/07



DEBBI F. KENO
MY COMMISSION # DD 253104
EXPIRES: December 26, 2007
Bonded Through Notary Services

Debbi Keno, Court Reporter
954.476.3680

Chris Kovanes

DETAILS for 954-914-4724, CANDICE continued

> SUBSCRIBER INFORMATIONAL REPORTS

Plan	Incoming/Outgoing	Peak/Off Peak	Total Min/Sec	Plan Min/Sec	Other Min/Sec	Billable Min/Sec	Total Charges
National Team Share 400		Peak	316:00	316:00			0.00
Cellular Usage		Off Peak	8:00	8:00			0.00
Total Airtime Usage Charges							\$0.00

> SUBSCRIBER ACTIVITY SUMMARY

Plan	Rate/Date	Amount
Mail Monthly Recurring Access Charges		
Caller ID for 11/15 - 12/14		1.00
Direct Protect Insurance for 11/15 - 12/14		4.95
Enhanced Voicemail Service for 11/15 - 12/14		1.00
National Team Share 400 for 11/15 - 12/14		39.99
NexTel Service Plan for 11/15 - 12/14		1.99
Unitel BlackBerry Email & Web for 11/15 - 12/14		44.99
Total Monthly Recurring Access Charges		\$93.92
Mail 18% Enterprise Accl Access Dis		-7.20

Account/DAC Number: 600857416/0034070515
 Billing Period: 10/15/05-11/14/05 Page: 73 of 458
 Account Name: TOWN OF DAVIE
 Invoice Date: November 18, 2005
 Invoice Number: 600857416-045

> SUBSCRIBER ACTIVITY DETAIL

Plan	Rate/Date	Amount
Mail Service Discounts		
18% Enterprise Enhnd Svcs Dis		-8.10
Total Service Discounts		-\$15.30
Additional Sprint Charges		
Federal - Univ Serv Assessment		1.397%
Total Additional Sprint Charges		0.98
Total Charges for KOVANES		\$79.60

To view coverage maps and rates visit Sprint.com
 Cellular Services Call Detail

No.	Date	Time	Call To	Number	Foophone	Usage	Long Dist	Other	Charges
1	10/15	12:39P	FTLAUDERFL	305-864-8142	OP/PU	1:00	0.00	0.00	0.00
2	10/15	12:40P	MIAMI, FL	954-478-8683	OP/PU	2:00	0.00	0.00	0.00
3	10/15	12:45P	FTLAUDERFL	954-478-8683	OP/PU	3:00	0.00	0.00	0.00
4	10/15	12:48P	FTLAUDERFL	954-478-8683	OP/PU	1:00	0.00	0.00	0.00
5	10/15	03:15P	FTLAUDERFL	954-478-8683	OP/PU	2:00	0.00	0.00	0.00
6	10/15	03:17P	FTLAUDERFL	954-478-8683	OP/PU	2:00	0.00	0.00	0.00
7	10/15	03:20P	FTLAUDERFL	954-478-8683	OP/PU	1:00	0.00	0.00	0.00
8	10/15	03:21P	CONR, SPES, FL	954-478-8683	OP/PU	2:00	0.00	0.00	0.00
9	10/15	03:23P	CONR, SPES, FL	954-478-8683	OP/PU	1:00	0.00	0.00	0.00
10	10/15	06:20P	Incoming	786-301-3453	OP/PU	4:00	0.00	0.00	0.00
11	10/15	08:05P	Incoming	954-478-8683	OP/PU	1:00	0.00	0.00	0.00
12	10/15	08:32P	Incoming	954-478-8683	OP/PU	3:00	0.00	0.00	0.00
13	10/15	08:34P	FTLAUDERFL	954-478-8683	OP/PU	1:00	0.00	0.00	0.00
14	10/16	12:50A	MIAMI, FL	305-864-8142	OP/PU	1:00	0.00	0.00	0.00
15	10/16	09:51A	Incoming	954-478-8683	OP/PU	2:00	0.00	0.00	0.00
16	10/16	10:28A	HOLLYWOOD, FL	954-668-8586	OP/PU	30:00	0.00	0.00	0.00
17	10/16	10:56A	MIAMI, FL	440-313-5728	OP/CW/PU	1:00	0.00	0.00	0.00
18	10/16	10:56A	MIAMI, FL	440-313-5728	OP/CW/PU	9:00	0.00	0.00	0.00
19	10/16	02:15P	FTLAUDERFL	305-864-8142	OP/PU	2:00	0.00	0.00	0.00
20	10/16	02:17P	FTLAUDERFL	954-240-0129	OP/PU	6:00	0.00	0.00	0.00
21	10/16	02:23P	FTLAUDERFL	954-240-0129	OP/PU	1:00	0.00	0.00	0.00
22	10/16	02:26P	DEERFIELD, FL	954-821-6913	OP/PU	2:00	0.00	0.00	0.00
23	10/16	03:05P	FTLAUDERFL	954-240-0129	OP/PU	1:00	0.00	0.00	0.00
24	10/16	03:07P	Incoming	954-240-0129	OP/PU	1:00	0.00	0.00	0.00
25	10/16	03:27P	MIAMI, FL	786-301-3453	OP/PU	1:00	0.00	0.00	0.00
26	10/16	04:08P	MIAMI, FL	305-864-8142	OP/PU	2:00	0.00	0.00	0.00
27	10/16	04:30P	FTLAUDERFL	954-557-4431	OP/PU	2:00	0.00	0.00	0.00
28	10/16	04:37P	Incoming	954-557-4431	OP/PU	2:00	0.00	0.00	0.00
29	10/16	05:03P	FTLAUDERFL	305-864-8142	OP/PU	1:00	0.00	0.00	0.00
30	10/16	05:31P	MIAMI, FL	440-655-0585	OP/PU	8:00	0.00	0.00	0.00
31	10/16	05:51P	E CLARIDON, OH	954-478-8683	OP/PU	2:00	0.00	0.00	0.00
32	10/16	06:03P	FTLAUDERFL	954-478-8683	OP/PU	2:00	0.00	0.00	0.00
33	10/16	06:05P	Incoming	954-478-8683	OP/PU	2:00	0.00	0.00	0.00
34	10/16	06:09P	Incoming	954-668-8731	OP/CW/PU	2:00	0.00	0.00	0.00

Continued...

Account/DAC Number: 60085/416/0034070515
 Billing Period: 10/15/05-11/14/05
 Account Name: TOWN OF DAVE
 Invoice Date: November 18 2005
 Page: 74 of 458
 Invoice Number: 60085/416-045

> SUBSCRIBER ACTIVITY DETAIL

No.	Date	Time	Call To	Footnote	Usage	Long Dist/Other	Total Charges
35	10/16	06:30P	FTLAUDER, FL	954 668 8731 PP/PU	15:00	0.00	0.00
36	10/16	06:30P	FTLAUDER, FL	954 478 8683 OP/PU	7:00	0.00	0.00
37	10/16	06:37P	MIAMI, FL	305 564 8142 OP/PU	1:00	0.00	0.00
38	10/16	06:39P	MIAMI, FL	305 776 1849 OP/PU	14:00	0.00	0.00
39	10/16	06:39P	COAL SPOG, FL	754 368 0909 OP/PU	2:00	0.00	0.00
40	10/16	06:39P	FTLAUDER, FL	Voice Mail PP/PU	2:00	0.00	0.00
41	10/17	07:00A	HOLLWOOD, FL	Voice Mail PP/PU	1:00	0.00	0.00
42	10/17	07:00A	HOLLWOOD, FL	954 668 8731 PP/PU	27:00	0.00	0.00
43	10/17	08:13A	FTLAUDER, FL	954 478 8683 OP/PU	2:00	0.00	0.00
44	10/17	08:17A	FTLAUDER, FL	954 797 1034 PP/PU	2:00	0.00	0.00
45	10/17	08:17A	FTLAUDER, FL	954 478 8683 OP/PU	5:00	0.00	0.00
46	10/17	09:12A	FTLAUDER, FL	Voice Mail PP/PU	2:00	0.00	0.00
47	10/17	09:17A	Incming	305 776 1849 PP/PU	2:00	0.00	0.00
48	10/17	10:34A	FTLAUDER, FL	Voice Mail PP/PU	2:00	0.00	0.00
49	10/17	10:57A	FTLAUDER, FL	954 249 6509 PP/PU	2:00	0.00	0.00
50	10/17	11:01A	Incming	305 776 1849 PP/PU	2:00	0.00	0.00
51	10/17	12:29P	FTLAUDER, FL	954 478 8683 OP/PU	1:00	0.00	0.00
52	10/17	01:02P	FTLAUDER, FL	Voice Mail PP/PU	1:00	0.00	0.00
53	10/17	01:16P	Incming	954 914 4226 PP/PU	1:00	0.00	0.00
54	10/17	01:20P	FTLAUDER, FL	754 224 1880 PP/PU	1:00	0.00	0.00
55	10/17	01:35P	Incming	305 776 1849 PP/PU	3:00	0.00	0.00
56	10/17	01:37P	FTLAUDER, FL	954 557 4431 PP/PU	2:00	0.00	0.00
57	10/17	02:14P	Incming	305 776 1849 PP/PU	2:00	0.00	0.00
58	10/17	02:21P	FTLAUDER, FL	954 249 6509 PP/PU	4:00	0.00	0.00
59	10/17	02:24P	FTLAUDER, FL	954 797 1034 PP/PU	2:00	0.00	0.00
60	10/17	02:25P	FTLAUDER, FL	954 249 6509 PP/PU	2:00	0.00	0.00
61	10/17	02:27P	FTLAUDER, FL	954 249 6509 PP/PU	1:00	0.00	0.00
62	10/17	02:52P	Incming	954 486 1400 PP/PU	23:00	0.00	0.00
63	10/17	03:12P	FTLAUDER, FL	954 205 7735 PP/PU	1:00	0.00	0.00
64	10/17	03:18P	FTLAUDER, FL	954 205 7735 PP/PU	1:00	0.00	0.00
65	10/17	03:18P	FTLAUDER, FL	954 249 6509 PP/PU	1:00	0.00	0.00
66	10/17	03:39P	Incming	954 249 6509 PP/PU	1:00	0.00	0.00
67	10/17	03:40P	Incming	954 249 6509 PP/PU	1:00	0.00	0.00
68	10/17	03:41P	DEERLDBCH, FL	954 650 7483 PP/PU	1:00	0.00	0.00
69	10/17	03:42P	DEERLDBCH, FL	954 650 7483 PP/PU	1:00	0.00	0.00
70	10/17	03:57P	Incming	954 486 1400 PP/PU	1:00	0.00	0.00
71	10/17	04:04P	Incming	305 776 1849 PP/PU	1:00	0.00	0.00
72	10/17	04:11P	MIAMI, FL	305 776 1849 PP/PU	1:00	0.00	0.00
73	10/17	04:11P	FTLAUDER, FL	954 249 6509 PP/PU	3:00	0.00	0.00
74	10/17	04:15P	FTLAUDER, FL	954 797 1034 PP/PU	3:00	0.00	0.00
75	10/17	04:18P	FTLAUDER, FL	954 249 6509 PP/PU	2:00	0.00	0.00
76	10/17	04:21P	FTLAUDER, FL	954 471 0763 PP/PU	2:00	0.00	0.00
77	10/17	04:22P	Incming	954 668 3370 PP/PU	2:00	0.00	0.00
78	10/17	04:24P	Incming	954 471 0763 PP/PU	2:00	0.00	0.00
79	10/17	04:47P	FTLAUDER, FL	954 471 0763 PP/PU	6:00	0.00	0.00
80	10/17	04:52P	Incming	754 368 0909 PP/PU	8:00	0.00	0.00
81	10/17	04:58P	Incming	954 476 0404 PP/PU	1:00	0.00	0.00
82	10/17	05:10P	FTLAUDER, FL	Voice Mail PP/PU	1:00	0.00	0.00
83	10/17	05:10P	FTLAUDER, FL	Voice Mail PP/PU	1:00	0.00	0.00
84	10/17	05:19P	FTLAUDER, FL	954 914 4724 PP/PU	8:00	0.00	0.00
85	10/17	05:24P	Incming	954 249 6509 PP/PU	7:00	0.00	0.00
86	10/17	05:26P	FTLAUDER, FL	786 301 3453 PP/PU	1:00	0.00	0.00
87	10/17	05:27P	Incming	954 805 5084 PP/PU	1:00	0.00	0.00
					6:00	0.00	0.00

> SUBSCRIBER ACTIVITY DETAIL

No.	Date	Time	Call To	Footnote	Usage	Long Dist/Other	Total Charges
86	10/17	05:44P	FTLAUDER, FL	voice Mail PP/PU	2:00	0.00	0.00
88	10/17	06:46P	Toll Free Call	866-659-3702 PP/PU	3:00	0.00	0.00
90	10/17	06:52P	FTLAUDER, FL	Voice Mail PP/PU	1:00	0.00	0.00
91	10/17	08:12P	FTLAUDER, FL	Voice Mail PP/PU	2:00	0.00	0.00
92	10/17	08:14P	FTLAUDER, FL	954 249 6509 PP/PU	19:00	0.00	0.00
93	10/18	08:09A	FTLAUDER, FL	Voice Mail PP/PU	1:00	0.00	0.00
94	10/18	08:17A	FTLAUDER, FL	954 270 8005 PP/PU	1:00	0.00	0.00
95	10/18	08:19A	POWANDON, FL	954 975 9919 PP/PU	1:00	0.00	0.00
96	10/18	08:19A	FTLAUDER, FL	954 270 8005 PP/PU	5:00	0.00	0.00
97	10/18	08:22A	Incming	786 301 3453 PP/PU	2:00	0.00	0.00
98	10/18	08:27A	MIAMI, FL	Voice Mail PP/PU	1:00	0.00	0.00
99	10/18	08:35A	FTLAUDER, FL	954 797 1034 PP/PU	4:00	0.00	0.00
100	10/18	08:37A	FTLAUDER, FL	954 559 1258 PP/PU	1:00	0.00	0.00
101	10/18	08:41A	FTLAUDER, FL	Voice Mail PP/PU	1:00	0.00	0.00
102	10/18	08:42A	HOLLWOOD, FL	954 559 1258 PP/PU	1:00	0.00	0.00
103	10/18	08:45A	Incming	305 776 1849 PP/PU	11:00	0.00	0.00
104	10/18	09:00A	Incming	954 557 4431 PP/PU	1:00	0.00	0.00
105	10/18	09:03A	Incming	954 557 4431 PP/PU	1:00	0.00	0.00
106	10/18	09:03A	Incming	954 557 4431 PP/PU	1:00	0.00	0.00
107	10/18	09:25A	FTLAUDER, FL	954 478 8683 OP/PU	1:00	0.00	0.00
108	10/18	09:26A	Incming	954 478 8683 OP/PU	8:00	0.00	0.00
109	10/18	10:53A	FTLAUDER, FL	Voice Mail PP/PU	2:00	0.00	0.00
110	10/18	11:07A	Incming	754 368 0909 PP/PU	4:00	0.00	0.00
111	10/18	11:43A	Incming	305 776 1849 PP/PU	2:00	0.00	0.00
112	10/18	11:53A	FTLAUDER, FL	Voice Mail PP/PU	1:00	0.00	0.00
113	10/18	12:25P	FTLAUDER, FL	Voice Mail PP/PU	1:00	0.00	0.00
					430:00	\$0.00	\$0.00

> SUBSCRIBER ACTIVITY DETAIL

Service	PKW/Off Peak	Number of KB Used	Less KB in Plan	Less Other KB	Billing Rate	Total Charges
Packet Data Usage	Off Peak	88.22			88.27	0.00
Packet Data Usage	Off Peak	88.22			88.27	0.00
Total Data Services Charges						\$0.00

> SUBSCRIBER INFORMATIONAL REPORTS

The following reports are compiled as a courtesy to help you analyze usage trends and manage your subscriber activity

Your Rate Plans

Plan	Services	Unlimited Night & Weekend Minutes	Cellular Minutes	Caller ID

Continued...



DETAILS for 954-914-8471, KOVANES continued
 > SUBSCRIBER INFORMATIONAL REPORTS

Account/DAC Number
 600857416/0034070515
 Account Name
 TOWN OF DAVIE

Billing Period
 10/15/05-11/14/05
 Invoice Date
 November 18, 2005

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 Invoice Number
 600857416-045



Your Rate Plans

Plan	Services
National Team Share 400	Call Detail Tikgroup(SM)
	Nexel Direct Connect
	Domestic LD Rate 50
	Direct Connect Cross Fleet
	Shared Cellular Minutes
	SharedDCTalkgroup Mins
Nexel Service Plan	Cellular Usage
Unit BlackBerry Email & Web	Nexel Service and Repair BlackBerry Web BlackBerry Email
	Shared Short Messages Private IP Address Short Message Service Operator Assisted Messaging Packet Data Usage
Direct Product Insurance	Packet Data Usage
Enhanced VoiceMail Service	Direct Product Insurance Pgm VoiceMail

Airtime Usage Detail

Plan	Incoming/Outgoing	Peak/Off Peak	Total Min/Sec	Plan Min/Sec	Other Min/Sec	Billage Min/Sec	Total Charges
National Team Share 400							
Cellular Usage		Peak	250.00	250.00			0.00
Cellular Usage		Off Peak	180.00	180.00			0.00
Nexel Direct Connect		Peak	1.00	1.00			0.00
Total Airtime Usage Charges							\$0.00



Posted on Sun, Mar. 12, 2006

DAVIE

Kovanes' call log revealing

The former Davie town administrator's cellphone bill shows that the day before FDLE announced that it was investigating him, Chris Kovanes frantically called other town leaders to find out what was going on.

BY NIKKI WALLER AND DAN CHRISTENSEN
nwaller@MiamiHerald.com

On Oct. 17, the day that his life and career unraveled, former Davie administrator Chris Kovanes reached out, placing cellphone calls to two former mayors, a current Town Council member and three town attorneys. He also called a town zoning board member to borrow a gun.

Through the afternoon, as he learned that he was at the center of a town investigation, Kovanes grew sweaty and panicked, frantically dialing up allies and acquaintances.

"He looked like a man about to have a heart attack," said Candace Ordway, Kovanes' administrative assistant.

Before he stopped using his town cellphone on Oct. 18, Kovanes spent four hours and 10 minutes on the phone.

As auditors prepare to take a closer look at Davie's finances and just how Kovanes, 34, allegedly plundered nearly \$500,000 in town money, the former administrator's cellphone call log offers a glimpse into whom he turned to during the rapidly escalating crisis on Oct 17 and 18.

During that two-day period, the administrator's call log reads like a who's who in Davie politics -- former Mayor Harry Venis, Councilwoman Judy Paul, Police Chief John George, Planning and Zoning Board chairman Mike Bender, town attorneys Monroe Kiar, Martin Kiar and Andre Parke.

Most took his calls; some, including Parke, contacted him first. What was said during those conversations could prove embarrassing for several current and former Davie officials, especially Parke, who told prosecutors that Kovanes called him first on the afternoon of Oct. 17.

Davie Councilwoman Susan Starkey has also looked at the call log and says she has questions.

"I wanted to see who he was talking to. He certainly did make a lot of phone calls to a few individuals that I didn't know he was in contact with. It was some interesting players," she said. "I'm glad I wasn't on it."

Kovanes was never seen at Town Hall after that day; what transpired during those phone conversations may have tipped him off, giving him a chance to disappear.

On Oct. 17, town Finance Director Bill Underwood told Mayor Tom Truex about his suspicions regarding Kovanes, which ultimately led to the investigation and criminal charges against the administrator. Underwood later told prosecutors that Kovanes approached him, saying Parke had confided that Underwood "was trying to throw him under the bus."

Underwood said he felt "most uncomfortable" at the prospect that an assistant town attorney had tipped Kovanes off.

The next day, the Florida Department of Law Enforcement announced Kovanes was under investigation for fraud and illegal pornography. That night, the Town Council held an emergency vote to suspend Kovanes with pay.

In November, state agents charged Kovanes with using shell companies to take nearly \$500,000 in taxpayer money. He is currently awaiting trial on felony charges of grand theft, organized fraud and money laundering.

On Oct. 17, Kovanes and Parke called each other's cellphones 10 times. Parke called Kovanes at 2:14 p.m., their conversation shown on the call log. Minutes before, Parke learned from his boss, Town Attorney Monroe Kiar, that Kovanes was under suspicion by town officials, though Kiar has said he did not tell Parke it was a criminal matter.

The call lasted four minutes. But it wasn't long enough to satisfy Kovanes, who called Parke back three times over the next 10 minutes. At 2:27, the two men spoke for 23 minutes.

By the end of the day, Parke and Kovanes had spent more than an hour together on the phone -- including a call at 8:14 p.m. that was Kovanes' last of the day. It lasted 19 minutes.

Parke didn't mention any of those calls in his sworn statement to Broward prosecutors and state agents on Nov. 9. Instead, Parke told them Kovanes phoned him, then came to his office, begging for information.

Kiar and Parke did not respond to requests for comment.

Kovanes sought information of a different sort from Bender, who had called the administrator earlier on an unrelated matter. The two men played phone tag about 4:20 p.m., finally talking for six minutes at 4:47. During that conversation, Bender, an

accomplished hunter, said Kovanes asked for his advice on buying a gun for target shooting. He then asked whether Bender would lend him a gun.

"I wouldn't lend my gun to my sister, much less anyone else," Bender said in an interview. He added that Kovanes didn't seem agitated. "It was very nonchalant," he said.

Bender said he thought Kovanes' questions were strange, but said he didn't make much of it until the next day, when news of FDLE's investigation came out. That morning, he called Davie police and told them about the call.

Kovanes' call log contains several other mysteries. Former Mayor Harry Venis also called the afternoon of the Oct. 17, clicking in on Kovanes' other line while he finished up with Bender. The two talked for 18 minutes. The next morning, Kovanes called Venis at home. The two spoke for eight minutes.

Venis did not respond to messages left with his office and on his cellphone. His office said he was out of town.

Judy Paul, Kovanes' staunchest supporter on the Town Council, spoke with the administrator for six minutes at 5:27 p.m. on Oct. 17, several hours after he learned of the investigation. Paul did not respond to several messages left on her home and cellphones.

Also unknown is the identity of Juan Carbelo, whose Miami cellphone number Kovanes called eight times on the Oct. 17 and 18. According to prosecutors' records, Kovanes called Carbelo's number dozens of times in the weeks after his disappearance from the town.

Calls to Carbelo's number were not returned.

Ordway, who has served as the administrative assistant for six town administrators, describes a tense scene in Town Hall on Oct. 17. She said a jittery Kovanes asked her to keep him company in his office as "he made phone calls trying to find out what was going on."

"It was eerie. He was very sweaty and very worried," Ordway said.

Toward the end of the day, an increasingly frantic Kovanes left the office. Among other things, he confronted Underwood, and questioned him during a harrowing 20-minute car ride.

Shortly after the ride, at 5:11 p.m., Ordway called Kovanes.

"All I can say is it is not good for me," Kovanes told her several times.

"He didn't really elaborate. That was the last time I spoke with him," she said.

Phone records show Kovanes sent Police Chief John George a Blackberry message that afternoon trying to locate him. George told The Miami Herald that Kovanes also phoned him repeatedly while George was in a meeting.

George finally replied, placing a one-minute call back at 3:39 p.m.

'I said, 'Look, I'm in a meeting. I'll call you back.' "

He never did.

**SURVEY TO BE PROVIDED
UPON COMPLETION**

1 CASE NO: SPO5-10-115

2 IN RE: :

3
4 INVESTIGATION :

5
6 -----x

ORIGINAL

7
8 STATE ATTORNEY'S OFFICE
9 201 SOUTHEAST 6TH STREET
10 FORT LAUDERDALE, FLORIDA
11 MARCH 15, 2006
12 10:25 A.M. - 10:45 A.M.

13 SWORN STATEMENT
14 OF
15 MONROE KIAR

16
17
18 APPEARANCES:

19 MICHAEL J. SATZ, STATE ATTORNEY
20 BY: JOHN HANLON, ESQ.
21 ASSISTANT STATE ATTORNEY,
ON BEHALF OF THE STATE.

22 ALSO PRESENT: SPECIAL AGENT JAMES FUTCH, PDLE.
23 ANDREW WASHOR, ESQ.
24 JAMES GREENE, SAO INVESTIGATOR

25

Debbi Keno, Court Reporter
954.476.3680

1 A. That's correct.

2 Q. Sir, where is your office, zip and phone?

3 A. 6191 Southwest 45th Street, Davie, Florida,
4 33314.

5 Q. Telephone?

6 A. Telephone is (954) 584-9770.

7 Q. Now, sir, you're here with a very fine
8 attorney, Andrew Washor.

9 MR. HANLON: Mr. Washor, where is your
10 office, zip and phone?

11 MR. WASHOR: 200 Southeast 6th Street,
12 Suite 201, Fort Lauderdale, Florida 33301. (954)
13 467-8118.

14 BY MR. HANLON:

15 Q. Sir, my name is John Hanlon. I'm an
16 Assistant State Attorney here in Fort Lauderdale, and
17 in the Special Prosecutions Unit. As a matter of fact,
18 that is Special Agent James Futch from your Department
19 of Law Enforcement. Next to me is investigator James
20 Greene, with an E.

21 We are involved in a criminal investigation
22 and are looking into certain of the activities of the
23 former Town Administrator, Christopher J. Kovanes,
24 who's been charged with multiple felony counts arising
25 out of what we believe to be misappropriation of Town

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1 of Davie funds.

2 We've asked you to come down. We compelled
3 you to come down here. We forced you to come down
4 here. We gave you a subpoena. You're not in any way,
5 shape or form a target of this criminal investigation.
6 With the delivery of the subpoena, so the record is
7 perfectly clear, you have -- We don't anticipate asking
8 you any incriminating questions, but should we ask
9 them, you have to answer them honestly. You're a
10 gentleman and you would do that, would you not?

11 A. Yes, I would.

12 Q. Absolutely?

13 A. Absolutely.

14 Q. If you didn't, of course, we could possibly
15 charge with you perjury in an official proceedings,
16 which is a third degree felony.

17 You give up your Fifth Amendment privilege.
18 You've got to answer all of your questions. But on the
19 upside, by Florida statute you get what's called use
20 and derivative use immunity, which means if we asked
21 you an incriminating question and you answer honestly
22 and incriminate yourself, we couldn't use that in the
23 criminal prosecution of you, or no leads developed from
24 what you tell us could be used in the criminal
25 prosecution of you.

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1 If somebody wandered down the street and came
2 in here and pointed their finger at you, of course we
3 could use that. Do you understand?

4 A. Yes, sir, I do.

5 Q. I'm sure you do. Okay. Now, in connection
6 with our investigation of Mr. Kovanes, we've developed
7 a connection between himself and a Florida corporation,
8 Geographic Environmental Origin, Inc., also
9 affectionately known as GEO, Inc. And what I'd like to
10 ask you, at any point in time prior to the media blitz,
11 did it ever come to your attention that Mr. Kovanes was
12 in any way, shape or form affiliated with the companies
13 so characterized?

14 A. I cannot recall specifically. I do want to
15 state that I received a call from a newspaper in
16 January with regard to a \$2,500 retainer check, and he
17 said it was drawn on one of Mr. Kovanes' accounts.

18 Q. Now, for the record, let me just describe
19 that here. I was a little premature there, at least in
20 the delivery of the check for the record. I'm showing
21 you a check that's in front of you, number 85, dated
22 2/2/04, February 2nd of 2004, made out to Monroe Kiar,
23 K-I-A-R, Esq., in the amount of \$2,500. And it says
24 retainer. It's drawn on a BankAtlantic account. It
25 does not indicate in the upper left-hand corner the

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1 name of the account. But let me throw this back in
2 front of you and see if you remember receiving this
3 check?
4 A. No, I don't, sir.
5 Q. Have you ever seen Mr. Kovanes' signature?
6 A. I have.
7 Q. Have you ever seen him sign his name?
8 A. I can't recall having seen him sign his name,
9 sir.
10 Q. Would you recognize his signature if you saw
11 it?
12 A. I would be speculating if I said that's his
13 signature.
14 Q. Okay. You don't know?
15 A. I don't know, sir.
16 Q. You never saw him sign his name?
17 A. Not to my recollection, sir.
18 Q. So you're not in a position to say whether
19 the signature, the maker on those checks is Mr. Kovanes
20 or not?
21 A. No, sir.
22 Q. Now, you notice that check -- and I don't
23 think I mentioned it. Did I mention what number it
24 is? Yes. Check number 85. It indicates a retainer to
25 you for \$2,500.

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1 A. Right.

2 Q. Does that ring a bell with you?

3 A. Yes, sir, it does.

4 Q. What would that retainer be for, if you
5 recall?

6 A. I do recall the retainer was for a family law
7 matter, a divorce case --

8 Q. All right.

9 A. -- in February 2004.

10 Q. All right. Now, that check, as I indicated,
11 does not mention at the top GEO, Inc. or Geographic
12 Environmental Origin, Inc., so I would presume that
13 there would be no way of you knowing whether that is a
14 corporate check or what it was?

15 A. That's correct, sir. In fact, as I
16 said earlier, I received a telephone call from a
17 reporter who indicated that there was a check for
18 a retainer made out to me drawn, apparently, on one
19 of Mr. Kovanes' corporations, and there's nothing on
20 it.

21 Q. Okay. Well, just for completeness sake, that
22 check was obtained pursuant to subpoena from
23 BankAtlantic and was included in the Geographic
24 Environmental Origin, Inc. materials. However, that
25 check doesn't indicate that.

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1 A. Right.

2 Q. Can you testify that that is, in fact, the
3 check that was given to you by Kovanes?

4 A. No, I cannot, sir. I don't recall having
5 seen the check.

6 Q. Did you get -- Mr. Kovanes hired you, did he
7 not?

8 A. Yes, he did.

9 Q. To represent him in a divorce matter?

10 A. Yes, he did.

11 Q. We are not going to get into any
12 attorney/client matters or anything of that kind. Do
13 you have any idea who gave you that check? It says
14 it's for retainer.

15 A. I don't dispute that. It would have --
16 traditionally, if someone comes to my office, I tell
17 people then what my retainer is, they write a check and
18 give it to one of the secretaries.

19 Q. So you don't know who gave you that check?

20 A. No, sir.

21 Q. Is that what you're telling me?

22 A. No, sir.

23 Q. You don't know whether it came from Kovanes
24 or who it came from?

25 A. No, sir.

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1 Q. Okay.

2 A. I see my stamp on the back, but --

3 Q. It could have been from anybody?

4 A. That's correct, sir.

5 Q. How many people in February, if you remember,
6 hired you to handle a divorce matter?

7 A. No.

8 Q. You don't know?

9 A. In February of 2004, I couldn't tell you,
10 sir.

11 Q. So you don't know who gave you that check?

12 A. That's correct.

13 Q. Somebody gave it to you, but you don't know
14 who it is?

15 A. That's correct, sir. To the best of my
16 recollection, I don't recall even seeing the check
17 before.

18 Q. All right. Now, prior to the media blitz, do
19 you recall having any conversations about Kovanes
20 relative to suspicions that he might be in a little bit
21 of hot water?

22 A. No, sir, absolutely not.

23 Q. All right. Have you had any conversation at
24 all with Mr. Kovanes indicating that he had any
25 relationship with those two companies that I mentioned?

1 A. I do not recall any conversation with Mr.
2 Kovanes with regard to the two companies.

3 Q. Okay. And any conversation with him about
4 the time that he reportedly went on the run -- when
5 this investigation broke and warrants were issued and
6 there were media reports that he was on the run, did
7 you ever have any conversations with this guy about his
8 problems?

9 A. Absolutely not.

10 MR. HANLON: What have you got for this
11 gentleman?

12 BY SPECIAL AGENT FUTCH:

13 Q. Mr. Parke had indicated to us in a prior
14 statement that he had a conversation with Mr. Kovanes
15 prior to his departure when this broke concerning --

16 MR. HANLON: Is that Andre Parke?

17 SPECIAL AGENT FUTCH: Yes.

18 (Whereupon, Mr. Hanlon left the room.)

19 BY SPECIAL AGENT FUTCH:

20 Q. Concerning Geographic Environmental Origin,
21 Inc., and/or GEO, Inc., with Mr. Parke being a member
22 of your firm, were there any discussions between you
23 and Mr. Parke concerning Mr. Kovanes' concerns that he
24 raised with Mr. Parke?

25 A. I don't understand the question.

1 MR. WASHOR: . Want him to repeat it?

2 A. If you please would repeat it.

3 BY SPECIAL AGENT FUTCH:

4 Q. Mr. Parke indicated in a statement that we
5 took from him here as part of this investigation that
6 prior to this exploding, and I believe it would have
7 been the day before, that he had a conversation in the
8 parking lot where your law firm is located with Mr.
9 Kovanes, because Mr. Kovanes was concerned that the
10 Geographic Environmental Origin issue had come up, and
11 the law firm had been asked on behalf of the town to
12 look into, I guess, statutes, ordinances or laws
13 pertaining to conflicts of interest with companies
14 doing business with members of the town
15 administration. Mr. Parke indicated that he had this
16 conversation with Mr. Kovanes. I guess my question,
17 simply put is, did Mr. Parke ever inform you that he
18 had had these conversation with Mr. Kovanes?

19 A. Of course I read what's in the media. And
20 Mr. Parke, to my recollection, has subsequently
21 indicated, as he said to you, that he had a
22 conversation with Mr. Kovanes with regard to conflicts
23 of interest --

24 Q. Okay.

25 A. -- as to whether he was doing business with

1 the town.

2 Q. Did Mr. Parke ever inform you of the
3 conversation he had with Mr. Kovanes as part of -- in
4 the normal course of business?

5 A. I don't recall.

6 Q. Okay. That's all I have.

7 AND FURTHER DEPONENT SAITH NOT.

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0085
 DATE 2/2/04
 PAY TO THE ORDER OF Monroe Kids Camp \$ 2,500.00
Two thousand dollars - for membership dues DOLLARS
 Bank Atlantic
 FOR Re: dues egm
 ⑆000089⑆ ⑆257083753⑆ 0055857757⑆ ⑆0000250000⑆

Check Tracer#: 12057217 Acct#: 55857757 Amt: \$2,500.00 Ck: 85 02/09/2004

⑆000089⑆ ⑆257083753⑆ 0055857757⑆ ⑆0000250000⑆

PAY TO THE ORDER OF
 FIRST UNION NATIONAL BANK
 FEDERAL RESERVE BANK
 MEMPHIS, TENNESSEE
 CHECK NUMBER 85
 CHECK DATE 02/09/2004
 CHECK AMOUNT \$2,500.00

Check Tracer#: 12057217 Acct#: 55857757 Amt: \$2,500.00 Ck: 85 02/09/2004

1 Sworn Statement of MONROE KIAR, a witness of
2 lawful age, taken by the State for the purpose of
3 discovery and for use as evidence in the above-entitled
4 cause, In Re: Investigation, Case No. SP05-10-115,
5 pending in the Circuit Court of the 17th Judicial
6 Circuit in and for Broward County, Florida, pursuant to
7 notice heretofore filed, before Debbi F. Keno, a Court
8 Reporter and Notary Public in and for the State of
9 Florida at Large, at the State Attorney's Office,
10 Broward County Courthouse, 201 Southeast 6th Street,
11 Suite 620, Fort Lauderdale, Broward County, Florida, on
12 the 15th day of March, 2006, commencing at 10:25
13 o'clock A.M.

14 -----

15 Thereupon:

16 MONROE KIAR,
17 a witness named in the notice heretofore filed, being
18 of lawful age, and being first duly sworn in the above
19 cause, testified on his oath as follows:

20 EXAMINATION

21 BY MR. HANLON:

22 Q. Sir, your name is what?

23 A. Monroe David Kiar.

24 Q. Sir, and you're an attorney representing the
25 Town of Davie?

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