The City of Aventura

NOVEMBER 1, 2011 6 p.m.

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

1. **CALL TO ORDER\ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **AGENDA**: Request for Deletions/Emergency Additions

4. **SPECIAL PRESENTATIONS**: Employee Service Awards
   Proclamation Presentation to former Commissioner Arthur Berger

5. **ELECTION OF VICE MAYOR**

6. **CONSENT AGENDA**: Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately.

   A. **APPROVAL OF MINUTES:**
   October 4, 2011 Commission Meeting
   October 13, 2011 Workshop Meeting

   B. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH THE MIAMI-DADE COUNTY; TO APPLY FOR, RECEIVE, AND EXPEND $5,250 IN FEDERAL FUNDS FOR THE SCHOOL RESOURCE OFFICER PROJECT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

   C. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA SELECTING THE FIRM OF PGAL ARCHITECTS TO PROVIDE ARCHITECTURAL SERVICES TO PLAN, DESIGN AND PERMIT THE GOVERNMENT CENTER PARKING EXPANSION PROJECT IN ACCORDANCE WITH RFQ NO. 11-9-21-2; AUTHORIZING THE CITY**

MANAGER TO NEGOTIATE THE TERMS AND FEES FOR SAID SERVICES; AUTHORIZING NEGOTIATIONS WITH AN ALTERNATE FIRM TO PERFORM THE REQUIRED SERVICES SHOULD NEGOTIATIONS WITH SELECTED FIRM BE UNSUCCESSFUL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA RE-ADOPTING CHAPTER 6.6 OF THE ADMINISTRATIVE POLICY DIRECTIVES AND PROCEDURES MANUAL, AS ATTACHED HERETO, ENTITLED "INVESTMENT OBJECTIVES AND PARAMETERS" AS THE CITY'S INVESTMENT POLICY FOR THE MANAGEMENT OF PUBLIC FUNDS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, URGING INSURANCE COMPANIES TO PROVIDE LOWER PREMIUMS TO RESIDENTS OF JURISDICTIONS PROVIDING FOR AUTOMATED RED LIGHT SAFETY TECHNOLOGY; PROVIDING FOR DISTRIBUTION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

F. MOTION AUTHORIZING THE APPROPRIATION OF UP TO $29,000 TO PURCHASE NEW UNIFORMS FROM THE POLICE FEDERAL FORFEITURE FUND IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

G. CITY COMMISSION ACTING IN IT'S CAPACITY AS THE GOVERNING BOARD OF THE AVENTURA CITY OF EXCELLENCE SCHOOL ("ACES"):

MOTION APPOINTING THE CITY MANAGER AS THE ACES GOVERNING BOARD'S REPRESENTATIVE TO FACILITATE PARENTAL INVOLVEMENT, PROVIDE ACCESS TO INFORMATION, ASSIST PARENTS AND OTHERS WITH QUESTIONS AND CONCERNS, AND RESOLVE DISPUTES

H. MOTION TO EXTEND THE TIME TO OBTAIN A BUILDING PERMIT FOR THE CONSTRUCTION OF THE NEW NORTHEAST PUBLIC LIBRARY BRANCH FOR AN ADDITIONAL SIXTY (60) DAYS FROM NOVEMBER 4, 2011.

I. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ENDORSING THE EFFORTS OF THE GENERAL CONSULATES OF COLOMBIA, COSTA RICA, EL SALVADOR, ECUADOR, HONDURAS, MEXICO AND PERU SUPPORTING BINATIONAL HEALTH WEEKS TO IMPROVE THE HEALTH AND WELL-BEING OF UNDERSERVED POPULATIONS OF LATIN AMERICAN ORIGIN LIVING IN THE UNITED STATES AND CANADA; AND PROVIDING AN EFFECTIVE DATE.**

7. **ZONING HEARINGS:** **QUASI-JUDICIAL PUBLIC HEARINGS** – Please be advised that the following items on the Commission's agenda are quasi-judicial in nature. If you wish to object or comment upon any of these items, please inform the Mayor when she requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further details of the quasi-judicial procedures may be obtained from the Clerk.

8. **ORDINANCES: FIRST READING–PUBLIC INPUT:**

A. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2010-10 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2010/2011 FISCAL YEAR BY REVISING THE 2010/2011 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

B. **CITY COMMISSION ACTING IN IT'S CAPACITY AS THE GOVERNING BOARD OF THE AVENTURA CITY OF EXCELLENCE SCHOOL:**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2011-05, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2011/2012 (JULY 1 – JUNE 30) BY REVISING THE 2011/2012 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

9. **ORDINANCE – SECOND READING – PUBLIC HEARING:** None.

10. RESOLUTIONS – PUBLIC HEARING: None.

11. REPORTS

12. PUBLIC COMMENTS

13. OTHER BUSINESS: None.

14. ADJOURNMENT

SCHEDULE OF FUTURE MEETINGS/EVENTS

WORKSHOP MEETING	**NOVEMBER 17, 2011**	**9AM**	**5th FL. EX.CONF.ROOM**
COMMISSION MEETING	**JANUARY 3, 2012**	**6PM**	**COMMISSION CHAMBER**

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 305-466-8901, not later than two days prior to such proceeding. One or more members of the City of Aventura Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Aventura City Commission with respect to any matter considered at such 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 includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed at the Office of the City Clerk, City of Aventura Government Center, 19200 W. Country Club Drive, Aventura, Florida, 33180. Anyone wishing to obtain a copy of any agenda item should contact the City Clerk at 305-466-8901.

The City of Aventura

MINUTES
CITY COMMISSION MEETING
OCTOBER 4, 2011 6 PM

Aventura Government Center
19200 W. Country Club Drive
Aventura, Florida 33180

1. CALL TO ORDER/ROLL CALL: The meeting was called to order by Vice Mayor Zev Auerbach at 6 p.m. Present were Commissioners Bob Diamond, Teri Holzberg, Billy Joel, Michael Stern, Vice Mayor Zev Auerbach, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David Wolpin. Mayor Susan Gottlieb and Commissioner Luz Urbaez Weinberg were absent. As a quorum was determined to be present, the meeting commenced.

2. PLEDGE OF ALLEGIANCE: Led by Gail Fishman.

3. AGENDA: REQUESTS FOR DELETIONS/EMERGENCY ADDITIONS: None.

4. SPECIAL PRESENTATIONS: Mr. Soroka presented a 15-year employee service award to Community Services Department Executive Assistant Gail Fishman. Ten year certificates of service were presented to Police Department Employees Chris Goranitis, Jason Williams, Robert Myers and Richard Robinson.

5. CONSENT AGENDA: A motion to approve the Consent Agenda was offered by Commissioner Joel, seconded by Commissioner Holzberg, passed unanimously and the following action was taken:

A. The following minutes were approved:
September 6, 2011 Commission Meeting
September 13, 2011 Commission Meeting
September 21, 2011 Commission Meeting

B. **Resolution No. 2011-57** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ATTACHED WORK AUTHORIZATION NO. 01-0103-151 FOR PROFESSIONAL DESIGN SERVICES FOR THE NE 191 STREET, NE 188 STREET, NE 185 STREET AND NE 31 AVENUE ROAD RESURFACING IMPROVEMENTS PROJECTS BY AND BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.

6. ZONING HEARINGS: QUASI-JUDICIAL PUBLIC HEARINGS – Please be advised that the following items on the Commission's agenda are quasi-judicial in nature. If you wish to object or comment upon any of these items, please inform the Mayor when she requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission to ask questions of staff or

witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further details of the quasi-judicial procedures may be obtained from the Clerk.

All persons giving testimony were sworn in by the City Clerk. Ex parte communications, if any were disclosed in accordance with the quasi-judicial procedures. Mr. Wolpin read the following resolution by title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING APPROVAL OF VARIANCE FROM SECTION 31-143(f)(3)d. OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO ALLOW A REDUCED FRONT YARD SETBACK AND TO ALLOW A REDUCED STREET SIDE YARD SETBACK FOR THE WILLIAMS ISLAND SPA AND FITNESS CENTER LOCATED AT 5300 ISLAND BOULEVARD, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Diamond confirmed with the City Attorney that although he and Commissioner Joel reside in Williams Island and hold positions on certain Boards for Williams Island, there is no conflict of interest in their vote on this matter. A motion for approval was offered by Commissioner Joel and seconded by Commissioner Holzberg. Community Development Director Joanne Carr addressed the Commission and entered the staff report into the record. Vice Mayor Auerbach opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously and **Resolution No. 2011-58** was adopted.

7. **ORDINANCES: FIRST READING/PUBLIC INPUT:** None.

8. **ORDINANCES: SECOND READING/PUBLIC HEARING:** None.

9. **RESOLUTIONS – PUBLIC HEARING:** None.

10. **REPORTS:** As presented.

11. **PUBLIC COMMENTS:** Krop High School Senior and Aventura resident Raya Elias Pushett and Principal Dawn M. Baglos; Howard Weinberg, Parc Central.

12. **OTHER BUSINESS:** None.

13. **ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 6:25 p.m.

_____
Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

Anyone wishing to appeal any decision made by the City Commission with respect to any matter considered at a 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 includes the testimony and evidence upon which the appeal is to be based.

The City of Aventura

MINUTES
CITY COMMISSION
WORKSHOP MEETING
OCTOBER, 13, 2011 9 AM

Aventura Government Center
19200 W. Country Club Drive
Aventura, Florida 33180

CALL TO ORDER/ROLL CALL: The meeting was called to order at 9 a.m. by Mayor Susan Gottlieb. Present were Commissioners Bob Diamond, Teri Holzberg, Billy Joel, Michael Stern, Luz Urbaez Weinberg, Vice Mayor Zev Auerbach, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk M. Teresa Soroka and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

Items taken out of order.

4. **REQUEST FOR RESOLUTION FOR BINATIONAL HEALTH WEEK** (Commissioner Weinberg): Commissioner Weinberg requested that the City endorse the efforts in Miami of the General Consulates of Colombia, Costa Rica, El Salvador, Ecuador, Honduras, Mexico and Peru to support the 11th annual Binational Health Week to improve the health and well-being of underserved populations of Latin American origin living in the United States and Canada.
CITY MANAGER SUMMARY: Consensus to proceed and address by resolution on the November 1, 2011 agenda.

6. **ANNUAL SELECTION OF REPRESENTATIVE TO THE MIAMI-DADE COUNTY LEAGUE OF CITIES:** Mr. Soroka advised the Commission of the request received from the Miami-Dade County League of Cities to re-appoint a member of the City Commission to serve as a Director on its Board.
CITY MANAGER SUMMARY: Consensus to reappoint Vice Mayor Auerbach.

1. **REQUEST TO CONSIDER CHARTER HIGH SCHOOL:** Aventura resident Frida Lapidot addressed the Commission and presented a powerpoint presentation as a part of her request for the City to consider building a Charter High School in the City of Aventura. The following individuals addressed the Commission: School Board member Dr. Martin Karp, Krop Senior High School Principal Dawn Baglos, School Board representative Paul Greenberg, ACES Principal Julie Alm, residents Carla Martin and Mr. Lapidot.
CITY MANAGER SUMMARY: Commission advised Mrs. Lapidot and concerned parents present that it is not feasible for the City to undertake such a project at this time and urged them to share their concerns with School Board Member Dr. Karp and his staff, and Krop Senior High School Principal Baglos as it is the Miami-Dade County School Board's responsibility to take any action they deem necessary regarding this matter. Further, the Commission praised Krop High School, Principal Baglos, and its over-all program and it was the consensus that it more than met the needs of Aventura students.

5. **UPDATE ON NORTHEAST COUNTY LIBRARY BRANCH PROJECT:** (Mayor Gottlieb): Mayor Gottlieb distributed correspondence that she and the City

Manager received regarding delays in the completion of the NE Dade Branch of the County Library and unanswered communication sent to the County Mayor and his staff.
CITY MANAGER SUMMARY: Consensus to address concerns in the form of a letter addressed to the County Mayor and copied to the appropriate individuals in the County Government.

3. **RESOLUTION SUPPORTING RED LIGHT AUTO INSURANCE RATE DISCOUNT** (Commissioner Diamond): Commissioner Diamond proposed that the City Commission adopt a resolution requesting that residents be given an automobile insurance discount based on the results of the City's red light camera program.
CITY MANAGER SUMMARY: Consensus to proceed.

2. **PORT OF MIAMI TUNNEL PROJECT** (Commissioner Weinberg): Deferred to future Workshop Meeting.

Mr. Soroka updated the Commission on the status of a traffic light on Miami Gardens Drive and NE 28th Court.

In addition, Mr. Soroka requested the Commission's input on using the Digital Sign on NE 188th Street as fundraising for the school by charging $100 to parents of ACES children that wish to advertise their child's birthday. Consensus of Commission not to allow.

7. **ADJOURNMENT:** There being no further business to come before the Commission at this time, the meeting adjourned at 11:15 a.m.

_____
Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

Anyone wishing to appeal any decision made by the City Commission with respect to any matter considered at a 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 includes the testimony and evidence upon which the appeal is to be based.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager

DATE: October 5, 2011

SUBJECT: **Resolution Authorizing Execution of Federal Drug Control and System Improvement Program Grant to Fund School Resource Officer Drug and Crime Prevention Programs**

November 1, 2011 City Commission Meeting Agenda Item 6-B

RECOMMENDATION

It is recommended that the City Commission authorize the execution of the Federal Drug Control and System Improvement Program Grant document to fund the School Resource Officer programs at the Charter School.

BACKGROUND

The City has applied for and received a grant in the amount of $5,250 to fund various crime prevention programs designed to educate the students and parents of the school.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1754-11

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH THE MIAMI-DADE COUNTY; TO APPLY FOR, RECEIVE, AND EXPEND $5,250 IN FEDERAL FUNDS FOR THE SCHOOL RESOURCE OFFICER PROJECT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Aventura desires to accomplish the purpose outlined in the contract attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

Section 1. The City Manager is authorized to apply for funds in the approximate amount of $5,250 and execute such contracts and agreements as are required between Miami-Dade County and the City of Aventura to provide for services provided by the Community Drug & Crime Prevention School Resource Officer Program in substantially the form as attached hereto.

Section 2. The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

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

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	___
Commissioner Bob Diamond	___
Commissioner Teri Holzberg	___
Commissioner Billy Joel	___
Commissioner Michael Stern	___
Commissioner Luz Urbáez Weinberg	___
Mayor Susan Gottlieb	___

PASSED AND ADOPTED this 1st day of November, 2011.

_____
SUSAN GOTTLIEB, MAYOR

ATTEST:

_____
TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

Aventura
FY2012
Contract

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2011, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the **CITY of AVENTURA** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **School Resource Officer Project.**

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

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

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

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

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

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

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

I. AMOUNT PAYABLE Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **$5,250**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

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

III. **EFFECTIVE TERM**. The effective term of this Contract shall be from **October 1, 2011 through September 30, 2012.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the

individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

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

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

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

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

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

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

If to the COUNTY:

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

If to the PROVIDER:

Aventura Police Department
19200 W. Country Club Dr.
Aventura, FL 33180
Attention: Ms. Shelisa Persuad

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

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

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

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

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

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

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

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

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

6. Any other remedy available at law or equity.

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

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

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

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

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

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

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

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

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

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **School Resource Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2012 .

D. The Provider agrees to mail all invoices to the address listed above, Section XIII.

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

F. No payment of subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

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

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

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

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

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

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

shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

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

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

1. The names of staff providing services as described in Attachment A.

2. The dates and number of hours the staff provided services.

3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.

4. The records of all other program services provided under this Contract.

B. Reporting Requirements.

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

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and October 15, 2012 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

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

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

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

the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

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

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

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

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

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

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

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to

retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

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

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

XX. PROHIBITED USE OF FUNDS.

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

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

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

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

XXI. MISCELLANEOUS.

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

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

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

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision. Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

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

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

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

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

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

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

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

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

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

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

INTENTIONALLY LEFT BLANK

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

_____
Signature

_____
Title

_____
Name (typed)

ATTEST:

By:_____

By: _____
(Corporate Seal)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
CARLOS A. GIMENEZ
MAYOR

SUMMARY OF ATTACHMENTS

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

ATTACHMENT A

ATTACHMENT A

PROGRAM NARRATIVE

Jurisdiction Name: Aventura

Contact Person: Shelisa Persaud

Address: 19200 W. Country Club Dr.
Aventura, FL 33180

Contact Numbers: O 305-466-8965
F (305) 466-2895

Program Area: School Resource Officer

Program Dates: 10/01/11 through 09/30/12

Program Name: AVLET (Aventura Learn, Evaluate, Take Action)

Target Population: School aged children's Parents

Problem Identification

For the FY2012 grant cycle the Aventura Police Department proposes that the School Resource Officer provide training to Parents of Teen Students in Drug Abuse Prevention.

Every day 4700 youth under age 18 try marijuana for the first time. Studies have shown that 1 in 5, 8th grade students who were surveyed indicated that they had used drugs of some type. In 2003 nearly nine out of ten twelfth graders reported marijuana being accessible by the eighth grade. By the time they finish the eighth grade approximately 50 percent report having one drink and 20 percent report having been drunk. One thing remains true in spite of these numbers; the parent's influence on the child can have dramatic results in that child's decision to use or continue to use drugs. It is essential that we train parents on what to look for.

Program Description

The Aventura Police Department will utilize 2012 JAG funds to provide drug abuse prevention training to parents of teenage students. The training proposed will be broken into three parts and taught during the school year to parents of students of various grade levels. The classes will consist of three topics each one being covered in detail. The three topics are as follows:

Learn – Parents will be learning all they can about the drugs that are out there and their potential for misuse. The parents will be shown various drugs so they can readily identify them. Drug displays and brochures will be used for hands on learning about the types of drugs commonly abused. Methods of obtaining drugs and tactics used to cover up their use will be covered.

Evaluate – The parents will learn how to evaluate if their child is using or experimenting with drugs. The danger signs and the not so obvious signs of potential drug abuse will be covered with the parent so they can make a rational educated evaluation of their child to determine if drugs are being used. This section will cover the appearances of drug abuse and teach parents what physical signs and evidential signs of drug abuse: the bloodshot eyes, the hyper activity, the obsession with money, common to abusers of various drugs. This will enable the parent to recognize even the subtle signs of abuse.

Take Action – will show the parents what actions to take in order to prevent drug abuse, how to get the kids talking about potential situations where drugs can be abused and how to evaluate the risks associated with drug abuse. How to talk to your child about your past experiences with drugs and how to explain if you have had a history of drug usage yourself. This is an especially important topic as parents who experimented with drugs are unsure how to explain this to their kids in a manner that

places the child on the right track. There are talking points and conversation starters that can be shared with the parents to assist them in this all important phase of interaction with their child.

In order to facilitate the training presentations, the Aventura Police Department will purchase a DVD player, speakers, drug prevention educational DVDs, drug ID displays, drug education pamphlets, a program banner, drug education workbooks and supplies to be used in the presentations such as copy paper, toner, flash cards, pens, book marks, key chains & drug ID slides.

This program will be offered at our local Schools first and then offered to the parents of local area schools as a function of our crime prevention unit.

The program's success will be measured by both formal and informal surveys and monitoring the actual drug incident statistics both pre and post training. We will measure changes in the parent's knowledge concerning drug prevention. This measurement process will be ongoing throughout the school year and information gained from these measurements will be utilized to ensure that we are delivering quality training, delivering the proper message and targeting the appropriate audience. Changes to training design and schedule can be made depending on the result of these surveys and the success of the program.

At the completion of the school year we will produce a formal report of the result of our initiative. This report will include the number of parents reached, the number of training classes delivered, an outline of the various training programs delivered, and a report on the parent's evaluation of the program which will include pre and post training information. This report will be published and made available to school administrators, department and city administrators, and any other interested parties. We anticipate that this report will highlight the success of our program so that this program can be duplicated on a yearly basis both in our city and in any other cities that are interested in an "AVLET" type program.- Take out, had to remove from SIMON application.

Jurisdiction Name: Aventura

Contact Person: Shelisa Persaud

Address: 19200 W. Country Club Dr.
Aventura, FL 33180

Contact Numbers: O 305-466-8965
F (305) 466-2895

Program Area: School Resource Officer

Program Dates: 10/01/11 through 09/30/12

Program Name: AVLET (Aventura Learn, Evaluate, Take Action)

Target Population: Parents of School aged children

Required Activities	Planned Measures	Monitoring Plan
Conduct 12 Drug Prevention classes for parents of school aged students. Serve a total of 3000 participants Purchase equipment and supplies for the project including: drug pamphlets, program banner, DVD, DVD player, speakers, drug ID displays program supplies (copy paper, toner,& flash cards), printed workbooks, pens, book marks, key chains & drug id slide charts)	The provider shall be responsible for: Anti-Drug &Drug Prevention Classes to parents of school aged children Video and Multimedia presentations Presentations on various drug prevention topics	The provider is to submit the following documentation to the County in a complete and timely manner: Quarterly Performance Reports Quarterly Expenditure Reports Program Plan and Activity Schedule Meeting announcements, attendance records Participant list and meeting attendance records Copies of invoices for materials purchased

ATTACHMENT B

ATTACHMENT B

PROGRAM BUDGET

Jurisdiction Name: AVENTURA

Contact Person: Shelisa Persaud

Program Area: School Resource Officer

O (305) 466-8965 F (305) 466-2895

Program Name: AVLET

Program Dates: 10/01/11 - 09/30/12

CONTRACTUAL SERVICES TOTAL		**$5,250**
Salaries and Benefits, Total		**$0**
Operating Capital Outlay, Total		**$1,000**
1 Projector	$1,000	
Expenses, Total		**$4,250**
Drug info. pamphlets	$500	
Printed workbooks, pens, book marks, key chains, drug id slide charts	$2,000	
Program Banner	$300	
Program supplies (copy paper, toner & flash cards)	$350	
DVD	$300	
DVD player	$100	
Speakers	$300	
Drug ID Displays	$400	
Total Budget		**$5,250**
*All items inlcude shipping & handling		
Miami- Dade County will reimburse an amount not to exceed:	**$5,250**	

ATTACHMENT C

Attachment C

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

Quarterly Project Performance Report

SCHOOL RESOURCE OFFICER PROJECT
Fiscal Year 2011/2012

Aventura
(City)

(Project Name)

(Name of Person Completing Form) (Title) (Phone)

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

Report Number	Quarterly Period	Report Submission Date

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

FY2012 Quarterly Project Performance Report
School Resource Officer Project
Aventura

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

1. Total Number of program participants who received services _____
2. Number of program participants who completed programming _____
3. Number of program participants who exited programming (completed or not) _____
4. Amount of funds expended on equipment and/or supplies _____
5. Number of equipment/supplies items purchased with JAG funds _____
6. Specify type of equipment/supplies purchased with JAG funds _____
7. Total number of drug prevention class presentations conducted? _____
8. Specify type of drug prevention classes conducted _____

PROGRAM NARRATIVE

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

ATTACHMENT D

Attachment D

Edward Byrne Memorial Justice Assistance Grant Program

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

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

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

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

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

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

Respectfully submitted,

Chief of Police/Other City Official

Payment Approved, Miami Dade County

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS- Payroll Expenses

City: _____ . Date of Claim: _____ .

Project Name: _____ . Claim Number: _____ .

Name Officer/Staff	Date of Activity	Type of Activity*	Total Hours

*(Presentation, Parent Meeting, Field trip, etc.)

TOTAL HOURS _____, AT $ _____ . PER HOUR = $ _____ .

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF $ _____ IS CORRECT.

OFFICER/STAFF SIGNATURE: _____

OFFICER/STAFF SOCIAL SECURITY NUMBER: _____

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: _____

I VERIFY THAT THE ABOVE SERVICES WERE PROVIDED: _____

Note: Payroll registers, time sheets and OT slips, documenting payroll expenses, must be attached to process this payment.

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(Equipment, Supplies, Material Expenses)

City: _____ . Date of Claim: _____ .

Project Name: _____ . Claim Number: _____ .

Vendor	Item Description	Date Paid	Check Number	Amount

TOTAL AMOUNT OF EXPENSES: _____

NOTE: Copies of all invoices and cancelled checks for this request must be attached to process payment.

ATTACHMENT E

ATTACHMENT E

JAG/BYRNE GRANT ADMINISTRATION

MIAMI-DADE COUNTY AFFIDAVITS

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

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

I, Eric M. Soroka, City Manager, being first duly sworn state:
Affiant

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

65-0662615
Federal Employer Identification Number (If none, Social Security)

City of Aventura, A Municipal Corporation
Name of Entity, Individual(s), Partners, or Corporation

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

19200 W. Country Club Drive,	Aventura,	FL	33180
Street Address	City	State	Zip Code

N/A I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

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

Full Legal Name	Address	Ownership
		%
		%
		%

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

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

_____

_____

_____

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

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

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

1. Does your firm have a collective bargaining agreement with its employees?
   ___ Yes ___ No

2. Does your firm provide paid health care benefits for its employees?
   ___ Yes ___ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	____ Males	____ Females	Asian:	____ Males	____ Females
Black:	____ Males	____ Females	American Indian:	____ Males	____ Females
Hispanics:	____ Males	____ Females	Aleut (Eskimo):	____ Males	____ Females
_____:	____ Males	____ Females:	_____:	____ Males	____ Females

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

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

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

_____ The firm does not have annual gross revenues in excess of $5,000,000.

_____ The firm does have annual revenues in excess of $5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W, 1st Avenue, 28th Floor, Miami, Florida 33128.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By:_____ _____

(Signature of Affiant) (Date)

Eric M. Soroka, City Manager

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

200__ by _____. He/She is personally

known to me or has presented _____ as identification.

(Type of Identification)

_____ _____

(Signature of Notary) (Serial Number)

_____ _____

(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of _____ Notary Seal

(State)

ATTACHMENT E 1

Form A-12
Code of Business Ethics

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

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

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

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

Compliance with Government Rules and Regulations

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

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

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

Business Accounting

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

Promotion and Sales of Products and Services

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

Public Life and Political Campaigns

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

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

Pass-through Requirements

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

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

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

MBE Staff Utilization

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

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

By:_____ _____
(Signature of Affiant) (Date)
Eric M. Soroka, City Manager

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

200__ by _____. He/She

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

as identification.

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp of Notary) (Expiration Date)

ATTACHMENT E 2

Attachment E2

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

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

By:_____ _____
(Signature of Affiant) (Date)
Eric M. Soroka, City Manager

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

200__ by _____. He/She

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

as identification.

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp of Notary) (Expiration Date)

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

ATTACHMENT E 3

Attachment E3

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

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

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

by Eric M. Soroka, City Manager
(print individual's name and title)

for City of Aventura
(print Name of entity submitting sworn statement)

whose business address is 19200 W. Country Club Drive, Aventura, FL 33180

and if applicable its Federal Employer Identification Number (FEIN) is 65-0662615
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

_____
(Signature)
Eric M. Soroka, City Manager

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

Personally known _____ _____

OR Produced Identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of Identification)

_____
(Printed typed or stamped commissioned name of notary public)

ATTACHMENT F

ATTACHMENT F

JAG/BYRNE GRANT ADMINISTRATION

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

Name of Organization: City of Aventura **Address:** 19200 W. Country Club Drive Aventura, FL 33180

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

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

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

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT	ADDRESS	CITY AND STATE

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

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

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

NAME OF SUPPLIER	ADDRESS	CITY AND STATE

No suppliers will be used.

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

Signature of Authorized Representative: _____

Title: City Manager *Date:* Eric M. Soroka

Firm Name: Aventura Police Department *Fed. ID No.* 65-0662615

Address: 19200 W. Country Club Drive *City/ State/Zip:* Aventura, FL 33180

Telephone: (305) 466-8999 *Fax:* (305) 466-8990 *E-mail:* _____

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager

DATE: October 13, 2011

SUBJECT: **Recommendation to Select Firm to Provide Professional Architectural and Engineering Services to Plan, Design and Permit the Government Center Parking Expansion Project RFQ #11-9-21-2**

November 1, 2011 City Commission Meeting Agenda Item 6C

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution that selects the firm to provide architectural services to plan, design and permit the Government Center Parking Expansion Project in accordance with RFQ #11-9-21-2. The Resolution selects the firm of PGAL Architects as the recommended firm and authorizes the City Manager to negotiate a contract for services.

BACKGROUND

In accordance with the Capital Improvement Program, the City issued a Request for Qualifications (RFQ) to obtain a firm to Provide Professional Architectural and Engineering Services to Plan, Design and Permit the Government Center Parking Expansion Project. A Review Team consisting of Community Development Director, Community Services Director, Capital Projects Manager and City Manager was formed to evaluate the proposals and interview firms to prepare a recommendation to the City Commission.

The following is a brief summary of the action taken by the Team to arrive at our final recommendations:

1. An RFQ advertisement was placed in the newspaper, on the internet and distributed to the vendor list.
2. On September 21, 2011, proposals were publicly opened from the following firms:

   R.E. Chisholm Architects, Inc.

Corzo Castella Carballo Thompson Salman, PA
Timothy Haahs & Associates, Inc.
Walker Parking Consultants
CSA Group
PGAL
Manuel Synalovski Associates, LLC
BEA Architects, Inc.

3. A shortlist of the firms was developed by the Review Team as follows:

   Walker Parking Consultants
   Corzo Castella Carballo Thompson Salman, PA
   R.E. Chisholm Architects, Inc.
   PGAL

4. The short listed firms were interviewed by the Review Team on October 12, 2011.

5. Based on the extensive RFQ submission requirements and interviews, the Team reached a consensus to recommend one firm to the City Commission, with one alternate that would be called upon should we fail to reach favorable terms with the top ranked firm. A contract to establish the scope of work and fees will be negotiated with the recommended firm.

Although all firms were well qualified, the Review Team selected the firm of PGAL as the recommended firm. The selection was based on a proven track record in designing similar parking decks and the use of innovative design methods.

Now that the Review Team has completed its work, the following actions are necessary to complete the process.

1. Adopt the attached Resolution, which serves three (3) specific purposes. First, it ranks the firms. Second, it authorizes the City Manager to negotiate the contract for services. Third, it establishes another firm as an alternate, should we be unable to reach favorable terms with the selected firm.

2. After the contract is negotiated, it will be presented to the City Commission at a future meeting.

Copies of all proposals are available for your inspection in the City Manager's Office.

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

EMS/act

Attachment

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA SELECTING THE FIRM OF PGAL ARCHITECTS TO PROVIDE ARCHITECTURAL SERVICES TO PLAN, DESIGN AND PERMIT THE GOVERNMENT CENTER PARKING EXPANSION PROJECT IN ACCORDANCE WITH RFQ NO. 11-9-21-2; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS AND FEES FOR SAID SERVICES; AUTHORIZING NEGOTIATIONS WITH AN ALTERNATE FIRM TO PERFORM THE REQUIRED SERVICES SHOULD NEGOTIATIONS WITH SELECTED FIRM BE UNSUCCESSFUL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Aventura, in accordance with applicable state law, has requested proposals from firms to provide architectural services to plan, design and permit the Government Center Parking Expansion Project; and

WHEREAS, said proposals were evaluated by a Review Committee consisting of the City Manager, Community Development Director, Capital Projects Manager, and Community Services Director; and

WHEREAS, said Review Committee recommends the firm of PGAL Architects, based on said firm's experience and qualifications; and

WHEREAS, said Selection Committee recommends the selection of the firm of Walker Parking Consultants should the City be unable to reach favorable terms with the firm of PGAL Architects; and

WHEREAS, the City Commission desires to authorize the City Manager to negotiate a scope of services and fees with the recommended firm and with the alternate firm, should negotiations with the recommended firm be unsuccessful.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

Section 1. The firm of PGAL Architects is hereby selected to provide architectural services to plan, design and permit the Government Center Parking Expansion Project relative to RFQ No. 11-9-21-2.

Section 2. The firm has been selected on the basis of its experience and qualifications and has not finalized a fee structure with the City. Therefore the City Manager shall immediately negotiate the scope of services and basis of fees with said firm.

Section 3. The basis of fees above described shall be negotiated by the City Manager and approved by the City Commission prior to said firm beginning any labor or work for which the City may later be billed.

Section 4. In the event the City is unable to come to favorable terms and fees with the firm of PGAL Architects, the City Manager is hereby authorized to negotiate scope of services and fees with the alternate firm of Walker Parking Consultants.

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

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	___
Commissioner Bob Diamond	___
Commissioner Teri Holzberg	___
Commissioner Billy Joel	___
Commissioner Michael Stern	___
Commissioner Luz Urbàez Weinberg	___
Mayor Susan Gottlieb	___

PASSED AND ADOPTED this 1st day of November, 2011.

_____
SUSAN GOTTLIEB, MAYOR

ATTEST:

_____
TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

Section 1 Cover Sheet

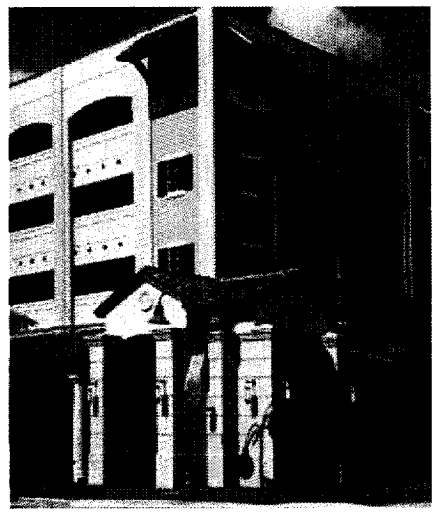
Proposer:

PGAL
791 Park of Commerce Blvd., Suite 400
Boca Raton, FL 33487
561-988-4002

IAN NESTLER, AIA, LEED AP
Principal

T I T L E :
Provide Professional Architectural and Engineering Services to Plan, Design and Permit Government Center Parking Expansion Project

RFQ NUMBER: 11-9-21-2
September 21, 2011 @ 2:00 P.M.



500 Car City of Delray Beach Old School Square Parking Garage

September 21, 2011

Office of the City Manager, City of Avetnura
Mr. Eric M. Soroka, City Manager
19200 West Country Club Drive, Aventura, FL 33180

RE: Request for Qualifications to Provide Architectural and Engineering Services to Plan, Design and Permit the Government Center Parking Expansion Project
RFQ# 11-9-21-2

Dear Mr. Soroka:

The City of Aventura has been a very important client of PGAL for the last five years. We are proud of our partnership in the design of the Aventura Arts and Cultural Center, a ULI Vision Awards Finalist for 2011, and the Aventura Charter School Expansion which was successfully completed through Design/Build. We have developed a sound relationship with your staff and understand thoroughly the City's goals and objectives as you continue to improve your capital building program for the residents of, and visitors to, Aventura.

We are joined by an experienced team with all of the qualifications that the City of Aventura needs to create an outstanding parking structure. A planning and design approach which will clearly establish stakeholder consensus, relevant experience, 250+ urban parking structures and a team that has worked together before which assures you a streamlined process from beginning to end. Our team includes:

TLC Engineering for Architecture, Inc.	MEP Engineer, Sustainability
Thornton Tomasetti, Inc.	Structural Engineer
Chen Moore and Associates	Civil Engineer
Witkins Hults Design Group	Landscape Architect
Fortin Leavy Skiles	Surveying

Relevant projects include the 525 car **City of Delray Beach Old School Square Parking Garage** that evokes the City's "Old Florida" Charm and history and offers ground floor retail, the **369 car South County Courthouse/City of Delray Beach Parking Garage** which has shared use with the City's downtown Public Library, the **1,000 space Broward County Judicial Garage** with its dynamic ground floor retail and a historic building restoration incorporated into the design(currently underway by Stiles/PGAL), the **2,000 car FIU PG5 Market Station** which includes a public safety facility with sally-port and segregated police parking, and the **500 car Miami Dade College Wolfson Campus** mixed use parking garage in downtown Miami.

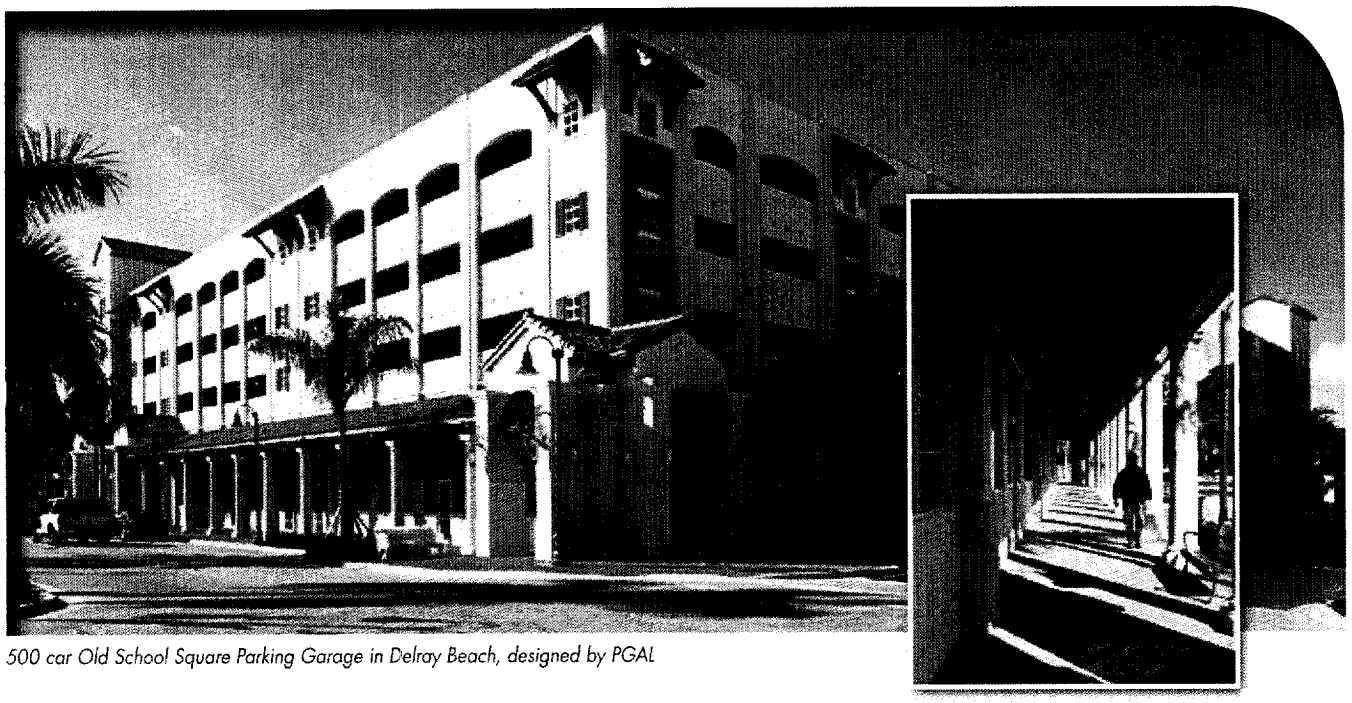
Our team has been the recipient of over 300 Design Awards from the American Institute of Architects, the American Institute of Landscape Architects, the Urban Land Institute, Miami-Dade County, the City of Miami, the Florida Parking Association, and the International Parking Institute, with major features in Parking Magazine, Parking Professional, the As you will see we do not design "cookie cutter" garages. Each is designed to appropriately respond to the respective users' functional and budgetary needs as well as the site opportunities and circulation challenges. Our team is highly seasoned in this specialized market sector, we bring the experti

Relationships are built on trust and I hope the City of Aventura feels, as we do, that our partnership is soundly based and well regarded. It would be our honor and privilege to continue working with the City as you expand your parking needs.

Sincerely,

Ian A. Nestler, AIA
Principal

**** I personally visited the site on February 16th and June 17th and have developed the detailed narrative and project approach which can be found in Section 4.***



500 car Old School Square Parking Garage in Delray Beach, designed by PGAL

SCOPE OF WORK

PGAL understands that the City of Aventura needs to expand its parking capacity on the City Hall site. The objective is to add (at a minimum) a one-level deck to the existing surface parking lot. The current surface lot serves several user groups including the public, City staff and police. A portion of the existing lot is segregated to accommodate those different users.

Opportunities abound in a project like this to fulfill current and future needs when identified in advance and properly planned. In the future, the City may use a portion of the new parking structure to support expanded City Hall functions – such as secured parking, additional storage or office space for police.

In addition to defining the program and budget for the project, the two most important issues to resolve will be how to handle the displaced parking during construction and maintaining clear and safe circulation for police and the public.

OVERALL APPROACH & METHODOLOGY

Our philosophy begins with our commitment to a comprehensive team approach to the design process. We believe that quality site planning and architectural design is a dialogue between the City of Aventura, the design team (architects, landscape architects, planners, engineers and specialty consultants), and the jurisdictional agencies.

Upon Notice-to-Proceed, PGAL would request a series of intense charrette-type workshops with key representatives and other City stakeholders to discuss project constraints and opportunities and review any planning concepts identified and developed to date. During this process, the design team would work to validate all previous assumptions (including schedule and budget), while also bringing new ideas and approaches to the table for the architectural character, pedestrian movement, vehicular circulation, revenue opportunities and the use of new parking technology. This allows us to "hit the ground running".

Our ultimate goal is to arrive at the optimum solution. As we embark on this journey in partnership with you, we will begin to weave the following five elements of Design Philosophy and Process into the fabric of our work:

Vision and Discovery - We will explore ideas together with the Vision to look toward the future while integrating and implementing current stakeholder requirements. This is a process of Discovery that we will manage and guide to be effective, efficient and economical.

Collaboration - Our best projects come from a highly participatory process, where the stakeholders and design professionals are acting as a team with shared goals and vision. Every step of the process builds on the previous step. Listening, understanding and working together are all part of this collaboration.

4.1 Project Approach & Workload Qualifications of the Prime and Team and Sub Consultants

Business Modeling - Our team is well versed in the business aspects of designing a financially successful project. We understand that project costs include construction, operations, maintenance and soft costs. We also understand that funding can come from a variety of sources including, capital improvement dollars, revenue streams and enhanced property value. We will help you find the right balance of design, construction delivery and business aspects to achieve a financially responsible result.

Innovation - The world is innovating at a remarkable pace. New and creative ideas - especially the technology side of parking access control, security and revenue systems – are being explored and tested at other similar venues across the country. The entire team will be encouraged to consider "out-of-the-box" approaches to the program, and these ideas, once vetted, will be further defined for inclusion in the project.

Sustainability - Although this is not a LEED Certified project, we embrace an integrated approach to environmentally responsible design, bringing together all major architectural and engineering disciplines to develop cohesive sustainable solutions. Drawing upon the knowledge of our LEED Accredited Professionals, we will assist the City in researching, evaluating and implementing holistic design solutions that address the built project, its performance over time, and the construction process.

South County Courthouse in Delray Beach, a 369 car parking garage, designed by PGAL to expand to 725 cars. The project is dually used by the City's public library.

SUPERIOR EXPERIENCE OF OUR PRINCIPAL MANAGER – IAN NESTLER AIA, LEED AP

Ian Nestler brings the City of Aventura 36+ years experience working on a wide array of award winning municipal and parking garage projects. He has been a leading speaker at the Florida Parking Association, International Parking Association and National Parking Association conferences and his parking garage projects have been widely published in Parking Professional, Building Design + Construction, and Parking News.

Ian has lead the way in designing garages that are contextual to their surroundings, sustainable when paired with mixed uses, safe and easy to navigate with forethought to future maintenance and cost value. Parking structures to his credit in the last five years include:

- City of Delray Beach 500 car Old School Square Parking Garage
- South County Courthouse 725 car Joint Use Parking Garage-Delray Beach
- FIU's 2,100 car Award Winning Parking Garage 5 and Market Station
- UF's 962 car Award Winning SW Parking Garage which achieved LEED Gold Certification...the first of its kind in the US
- UCF's 1,000 car Academic Villages Parking Garage
- Broward College's 1,400 car Joint Use Parking Garage in Davie

FIU PG5 Market Station, 2,100-space parking garage designed by PGAL

- **Broward County's 1,000 car Judicial Garage in downtown Fort Lauderdale**
- **Palm Beach County's Judical Center Parking Garage Expansion and Upgrades in Downtown West Palm Beach**

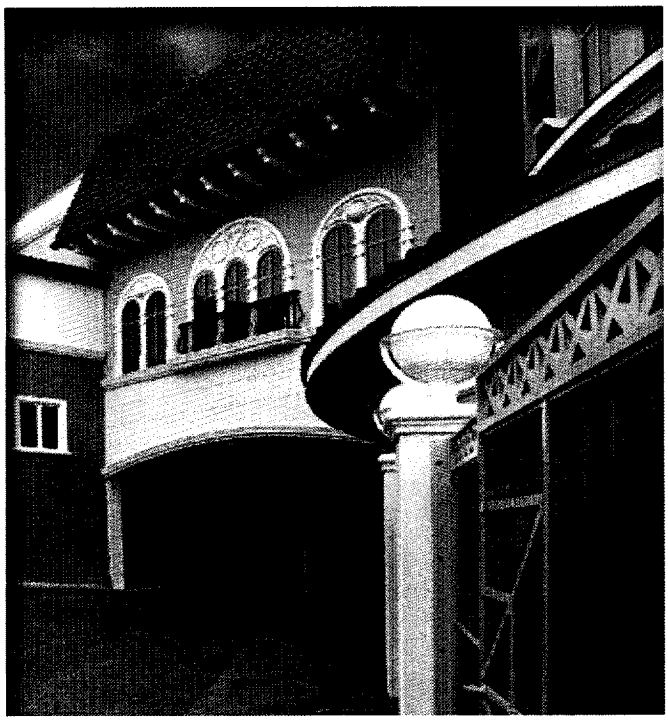
Ian is a registered architect, a LEED accredited professional and holds a Masters Degree in Planning and Urban Design from Harvard University and a Bachelor of Science in Architecture from the University of Southern California. He is widely respected by his clients, contracting partners, peers and sub-consultants and has excellent facilitation and communication abilities in addition to outstanding planning, design and technical credentials.

Ian Nestler, as Principal Manager will play a key role in the implementation of the Design Philosophy and Process as the project moves forward. His responsibilities include facilitating of the five design elements above while managing the organization and coordination of the documents. Ian will work to ensure that the Design Philosophy and, most importantly, the objectives of the City, are at the forefront of the team's priorities and that high quality documentation is an all-important by-product of that philosophy. Under Ian's watchful eye, there will be a seamless transition between each phase of the project – progressing from schematic design through contract documents through construction to a successful final completion.

TEAM MANAGEMENT ▼

A critical component of project management success is ensuring overall quality – that our drawings and specifications are well coordinated and accurate. At strategic points in each design phase, a full peer review of the documents is performed in-house by someone not associated with the project to ensure design goals are being met, documents make a coherent statement, the scope of work is clear and without redundancy, that there are consistent references between drawings and specifications, and that the sustainability goals are addressed. Our team will also have on-site representation during construction administration to further maintain schedule, budget and quality. PGAL will produce a very thorough and coordinated Design Development set of drawings, gain user sign-off, and obtain a "real time" cost estimate that will allow us to carefully review any changes that need to be made to keep the budget in line. We recommend the Construction Documents phase include a 50% CD Estimate of Probable Cost, and City reviews at 50% and 95% followed by the collection of written comments to which you will receive written responses in a timely manner. Since we have assembled a team of consultants that we have worked with previously, we feel they have demonstrated accountability for the quality of

4.1 Project Approach & Workload Qualifications of the Prime and Team and Sub Consultants



Himmarshee Landing, a mixed use project on Las Olas Boulevard in Ft. Lauderdale features a 200 car integrated garage on 5 levels designed by PGAL

the respective work products. We coordinate between all disciplines throughout the design process, and at the end of each design phase, we review the completeness of documents and formally evaluate coordination between disciplines. Our final reviews employ "fresh eyes" to analyze the documents as if we were the bidding contractor. This process minimizes field problems and resultant change orders and is integral to our management plan.

Construction administration is executed by the same individuals responsible for preparing the design documents, particularly the project manager and project coordinators, with sustained involvement by the leadership team. Construction communication such as RFI's, change order requests and supplemental instructions will be facilitated by a process mutually agreed upon with the City and the contractor. Using our internal database, we will simultaneously track this and other construction-related details to ensure that each issue is monitored and addressed with a "time is of the essence" commitment. PGAL's RFI process encourages all team members, including the general contractor, and their subcontractors, to ask reasonable questions to obtain information other than that readily available in the documents.

We stress:

1. Documenting questions using written information requests.
2. Managing the response, answering all possible questions directly.
3. Coordinating responses between the City, the PGAL design and engineering team, and the contractor.
4. Tracking RFI's that may reflect changing conditions. If a change order is required either due to the RFI process or field conditions, the following activities will be initiated:
   - the contractor will prepare a change order proposal based on the original contract documents along with the RFI questions and answers.
   - PGAL will provide an independent review of the proposed change order.
   - The on-site representatives will review the project CPM schedule for any impact that may occur based on the change order.

Over the past 15 years, we have worked to reduce and control change orders, and our record shows that our average, exclusive of owner requested program changes, is within one percent of construction contract amounts. We work closely with the contractor and the client to limit change orders to ensure the client receives the full value for the work they have requested.

The overall project schedule for the parking facility will be defined by many factors including:

- Actual A/E start date
- Owner reviews and approvals
- Jurisdictional agency reviews
- Construction delivery process
- Structural system – Precast vs. cast-in-place superstructure

The PGAL Team is primarily responsible for the design and documentation phases. This part of the process is carefully controlled and monitored through our project management, scheduling software and real-time document coordination systems. We can also participate in and help influence the other schedule factors with the goal of expediting the entire schedule. The high quality and progress of our documents can help reduce review time. Meeting early and often with jurisdictional agencies and other stakeholders will avoid a lengthy permitting process and the possibility of the project getting tied-up with conflicting requirements. Working with the City on contractor or CM selection and structural system could potentially save months from the overall schedule. We are also in a position to recommend and deliver multiple bid packages (site and/or foundation) and early shop drawing review (if CM and precast are chosen).

Under each scenario above, the composition of the schedule will provide different opportunities for the City to evaluate and prioritize their goals to achieve the best parking facility at the best cost (both short and long-term) within the desired timeframe.

WORKLOAD AND AVAILABILITY

Given our current workload, with many projects nearing completion, combined with a seasoned full-time staff of 26 architects, planners, interior designers, graphic designers and support personnel, PGAL has ample resources to commit to the City of Aventura Parking Garage Expansion Project.

We are also reinforced with a team of architects, engineers, land planners, landscape architects and specialized consultants. ***Our workload is as follows:***

Design:	Construction Administration:	Construction Documents:
University of Central Florida Academic Villages Parking Garage – $10 M Completion: August 2012	**Florida Atlantic University** Innovation Village – $120 M Completion: July 2011	**Lake Mary Prep School** Dormitories and Kitchen Conversion – $2.3 M Completion August 2011
Fort Lauderdale-Hollywood Int'l Airport T4 West Redesign – $78 M Completion: Sept. 2012	**Florida Atlantic University HBOI** Research II Building – $14 M Completion July 2011	**Windemere Prep School** Learning Commons & Classroom Conversion – $700,000 Completion: December 2011
City of Boca Raton Downtown Library – $9.8 M Completion: December 2012	**SHL Drug Assembly and Fitting** Facility – $5 M Completion: July 2011	**Aventura City Hall Police Training Renovations** Expansion and Renovation $20,160 Completion: April 2011
	Florida International University Parking Garage 5 Health Care Network Clinic – $700,000 Completion: November 2011	
	US Federal Courthouse Fort Pierce – $42 M Completion: November 2011	
	Max Planck Florida Research Institute – $40 M Completion: March 2012	

PGAL designed the Palm Beach County Judicial Center Parking Garage.

PGAL

Prime Consultant Qualifications
Architecture, Planning, Interior Design

PGAL is an international practice with over 200 professionals offering services in architecture, planning, interior design, engineering and program management from offices in Boca Raton, Florida and nationally.

Established 63 years ago, 35 in Florida, the firm is lead by 16 principals active in their communities, civic organizations, alma maters and professional organizations that benefit their regions and the environments. Sustainable design is the cornerstone of the firm's practice mix with 60 LEED accredited professionals nationwide and expanding every day with a concerted goal for 100% staff accreditation by 2012. The firm has over 65 projects certified, registered and designed at the Platinum to Basic levels in Florida and nationwide.

Currently on the boards is a wide spectrum of parking garages, transportation, and mixed-use projects. Dedicated to providing optimum services , each person, project and client makes the firm who they are today and continues to lay the foundation for what PGAL will become tomorrow.

- Parking Garage Experience in Florida (Partial Listing)
- UCF Academic Villages Parking Garage, Orlando, FL
- UF Southwest Parking Garage, Gainesville, FL
- FIU PG5 Market Station, Miami, FL
- Old School Square Parking Garage, Delray Beach, FL
- TIA Long Term Parking Garage, Tampa, FL
- ATL ConRAC Garage Complex, Atlanta, GA
- IAH ConRAC Garage Complex, Houston, TX
- Palm Beach County Judicial Garage, West Palm Beach, FL
- South County Joint-Use Garage, Delray Beach, FL

Offices:
Alexandra, VA; Atlanta, GA; Austin, TX; Boca Raton, FL; Dallas, TX; Houston, TX; Las Vegas, NV; Los Angeles, CA; Phoenix, AZ

Design work will be completed from PGAL's Boca Raton Office at
791 Park of Commerce Boulevard, Suite 400, Boca Raton, FL 33487

TLC Engineering for Architecture

MEP Engineers

TLC's reputation is based on practicing quality engineering and commissioning that is creative, functional, and cost efficient, to provide active partnerships and integral support to their clients, and to foster a cohesive spirit of team-building.

Earning and keeping their clients' trust is the foundation of their 55 years of success. TLC is a high growth engineering firm with a diversity of talent, expertise and experience. With almost 310 employees, ten offices, and an enthusiastic embrace of leading-edge technology, they are among the largest and most respected multi-disciplined firms in Florida.

Their staff brings a rich blend of field expertise and design experience that allows us to apply the appropriate talent to bear on each project. Having the design talent makes the design review meaningful and having the field experience makes the operational testing effective.

The firm has successfully worked with PGAL on 50 projects Statewide to date.

Thornton Tomasetti

Structural Engineers

Thornton Tomasetti is uniquely qualified to perform structural engineering services on parking facilities of all types and sizes. Several things set their firm apart including their multidisciplinary approach, the influence of their Building Performance practice area and knowledge of locally available and commonly used structural systems for parking garages in South Florida.

For over 15 years, Thornton Tomasetti has been providing full service parking consulting services to their clientele. As the structural engineer for this project, the firm is acutely aware of the overall planning and design of parking garages from a traffic, layout, security and aesthetic standpoint. This multi-disciplinary knowledge allows us to get our structural system layout right the first time as well as enhance the accuracy and speed of the design coordination process.

The firm has worked with PGAL on numerous projects including the Parking Garage Design for the South Florida Federal Office Building.

Chen Moore and Associates

Civil Engineers

Chen Moore and Associates is a civil and environmental engineering consulting firm that is a Florida State and local certified SDBE firm located in Miami-Dade, Broward, and Palm Beach Counties. Founded in 1986, Chen and Associates has grown to a staff of 21 full-time personnel. The firm has successfully completed a wide range of municipal projects in South Florida involving the planning, design and construction in a multitude of disciplines.

Chen Moore and Associates has recognized the importance of office automation for improving operation and controlling overhead. The firm has extensive use of the most technically advanced personal computers with the latest releases of supportive software such as computer aided design (CAD), geographical information systems (GIS), modeling, project schedules, spreadsheets, and word processing programs. All these facilities allow efficient use of time and management of designs and reports.

Their key staff have successfully collaborated with PGAL on a dozen municpal projects to date.

Witkins Hults Design Group

Landscape Architects

Witkin Hults Design Group (WHDG) has established itself as a leading planning and landscape architectural firm. Founded in 1988, the firm is widely recognized for its abilities to deal with a variety of complex landscape projects both domestically and internationally. Its experience spans the southeastern united States, the Caribbean basin, and Central and South America.

The firm has the resources to manage every planning and design challenge for public and private sector clients. The WHDG staff consists of landscape architects with backgrounds in architecture and interior design as well as, graphic designers and support personnel. The firm has earned a reputation for innovative, high-quality work. Clients have found that its ability to capitalize on the design opportunities inherent in a specific site helps to position their properties at the top of the categories. Every WHDG project is executed with thorough professionalism, personal attention, and expert knowledge.

Fortin, Leavy, Skiles

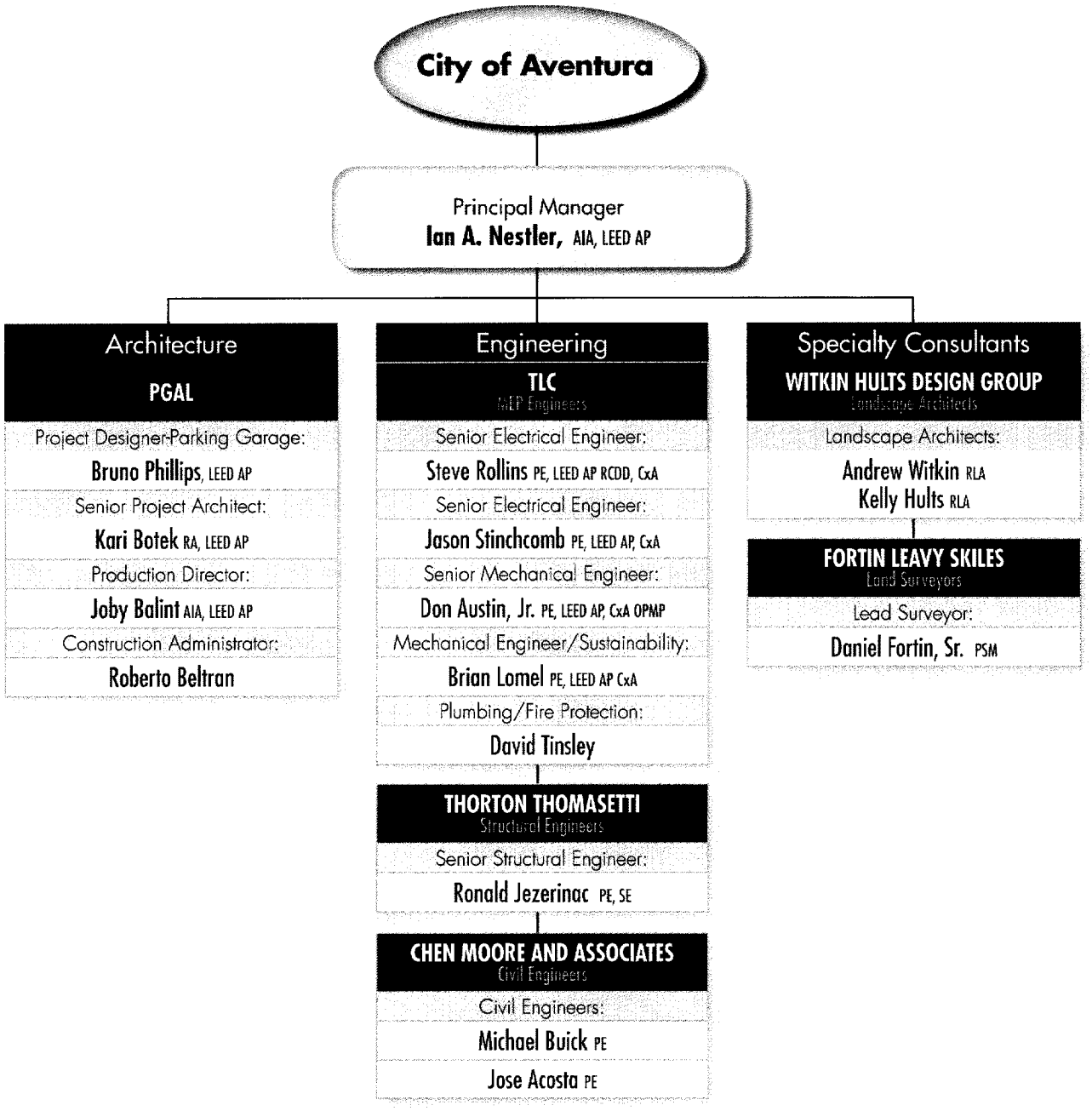
Surveyors

Fortin, Leavy, Skiles, Inc. was established in 1983 and specializes in general civil engineering and land surveying. The firm was formerly known as Donald W. McIntosh & Associates which was established in 1957. Prior to being named Donald W. McIntosh & Associates, the firm was also known as August De Winkler. They have land surveys dating back to 1936.

A professional/technical staff of 20 plus two clerical personnel enables their firm to provide services to primarily private developer clients from Tampa to the Florida Keys. Their services include all types of land surveys, condominium surveys, designs for grading, paving and drainage improvements, water and sewer systems, and environmental permitting. They have performed surveying and engineering services for thousands of shopping centers and plazas, corporate centers, hotels, restaurants and medical centers. In addition, they have performed extensive survey work on over 300 condominium projects across the state of Florida.

The firm has worked with PGAL on the City of Aventura Arts and Cultural Center and Charter School addition.

Prime Consultant and Sub Consultant Organization Chart



F. Example projects which best illustrate proposed team's qualifications for this contract
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NO. 1

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Delray Beach Old School Square Parking Garage Delray Beach, Florida	2005	2007

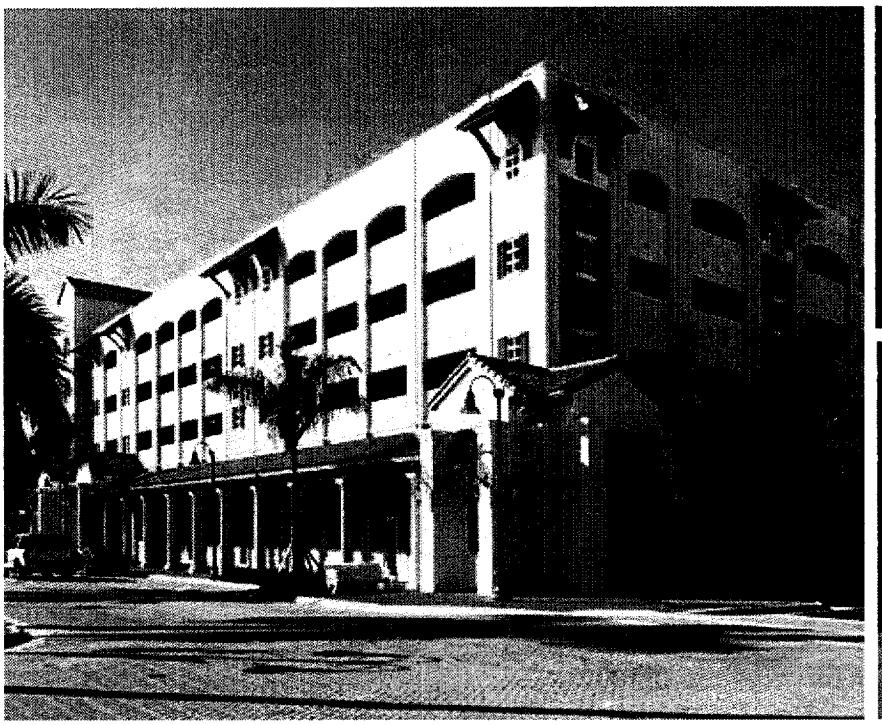
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NO.
City of Delray Beach 434 South Swinton Avenue Delray Beach, FL 33444	Mr. Richard Hasko, PE Director Environmental Services Hasko@ci.delray-beach.fl.us	561-243-7336 Phone 561-243-7060 Fax

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Located in the heart of downtown Delray Beach, adjacent to the historic Old School Square Cultural Center and chic Pineapple Palms retail/residential area, this new 525 car garage, designed by PGAL, has a contextual theme that blends seamlessly with the surrounding urban fabric. Designed for mixed uses, the ground floor includes 16,000 sf of retail and public service office space including housing the City's Downtown Development Authority. PGAL worked closely with the City and CRA to ensure its Design Guidelines were met and through several design charrettes that surrounding business and cultural centers "bought into" the seaside concept.

Size: three parking levels with 525 spaces; Cost $15.5 Million



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	PGAL	Boca Raton, FL	Prime Architects
b.	TLC	Deerfield Beach, FL	MEP Engineers

F. Example projects which best illustrate proposed team's qualifications for this contract
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NO. 2

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Broward County Judicial/Mixed Use Garage Fort Lauderdale, Florida	Ongoing	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NO.
Broward County 115 S. Andrews Avenue Ft. Lauderdale, FL 33301	Jack Shim, PE JShim@broward.org	954-357-8628 Phone 954-357-8535 Fax

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

PGAL and Stiles Corporation are in due diligence to design/build a 6 level, 410,000 sf, 1,000 space, mixed-use parking garage to serve a planned 20 story Broward County Courthouse Tower in Ft. Lauderdale, FL. The $23 million project includes a 240 foot bridge connecting garage and courthouse and exterior restoration of the site's 12,000 sf historic "Coca Cola Building".

Size: six parking levels with 1000 spaces; Cost: $23 Million

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	PGAL	Boca Raton, FL	Prime Architect and Interior Designer
b.	TLC	Deerfield Beach, FL	MEP Engineers

F. Example projects which best illustrate proposed team's qualifications for this contract
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NO. 3

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Florida International University PG5 Market Station Miami, Florida	2008	2010

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NO.
Florida International University 10885 SW 16th Street, Miami, FL 33199	Mr. Bill Foster, Executive Dir., Parking & Transportation bill.foster@fiu.edu	305-348-3615 Phone 305-348-6489 Fax

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This mixed-use complex includes a 7 level, 2,100 space parking garage with a 30,000 sf retail and classroom space streetside. Parking authority offices and a two-story, 12,560 sf university police department complex are integrated into the garage. The complex will be a new landmark for a major campus entrance and a social hub for the university community. The retail component is designed for flexible business modeling and marketability. Centerpiece is a large rotunda providing space to eat, socialize, check email and shop. A covered walkway, glass and aluminum walls and contemporary urban finishes link the complex to campus themes. Challenges include fitting expanded uses to a 350 space surface parking lot footprint without creating perception of curbside massing. Layering of architectural precast panels on the façade breaks up overall mass. Stair and elevator cores have concrete, metal and glass exteriors with flat roof and parapet, reveals and raised architectural banding for added interest. The public safety component will be hardened to resist a CAT 4 hurricane. Police Department features include a refuge area within the ground floor to protect dispatch operations and a squad room that converts into a command center. Doors and windows are protected with automated shutters and the facility is fully operational for 72 hours on an emergency power. Also challenging are traffic and vehicular turnaround movements since the garage faces an existing parking garage. Design solutions included design/engineering of a new roadway to handle 50% of new garage traffic. Main egress is positioned on the side not facing existing garage. There are multiple entrances to ease congestion in any individual area.

While not LEED registered, the complex meets a great many LEED criteria, including infill site reuse, maximized daylighting, low VOC/recycled materials, bicycle racks, reflective roof materials, green spaces, drought-resistant plantings, minimal light pollution, showers and more. **Size: seven parking levels with 2100 spaces; Cost: 25.3 Million**

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	PGAL	Boca Raton, FL	Prime Architects

F. Example projects which best illustrate proposed team's qualifications for this contract
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NO. 4

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City Center and Parking Garage West Palm Beach, Florida		2008

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NO.
City of West Palm Beach	Ms. Dorritt Miller City of West Palm Beach	Phone: 561.822.1400

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

West Palm City Center is at the heart of downtown West Palm Beach, Florida. This complex consists of a 700 car garage, a six-story city hall with a 65-foot capitol dome, a four-story museum, a five-story library with a vaulted ceiling that runs the full length of the building. **There is also a five-story enclosed pre-cast parking garage.** A 13,500 sf auditorium, with a 63-foot clear span, is on the ground floor of the city hall.

The structures for the city hall, museum and library, which total 250,000 square feet, are of conventionally reinforced two-way flat slab construction to achieve the maximum ceiling height, and still retain flexibility for future interior design and room arrangement changes.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Thornton Tomasetti	Fort Lauderdale, Florida	Prime Structural Engineers

F. Example projects which best illustrate proposed team's qualifications for this contract
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NO. 5

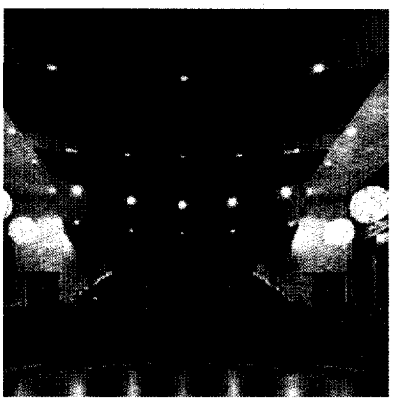
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Aventura Cultural Arts Center Aventura, Florida		2010

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NO.
City of Aventura		

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

A literal sculpture on the bay in this upscale waterfront community, this 14,864 sf, 320-seat performing arts facility designed by PGAL showcases presentations of acoustic and amplified music events, dance, off-Broadway shows, oratory and video projection for all age groups. The traditional proscenium theatre features an elegant lobby with ticket box office and café, backstage support and administrative space. The lobby's unique terrazzo floor is a piece of art unto itself. The vision of a local artist, the design reflects the beauty of the Atlantic waters with its vital aquatic life. The lobby is entirely enclosed by a floor-to-ceiling glass wall structure, which creates a spectacular waterfront view for the enjoyment of visitors before and after performances. It also offers a sublime connection with the surrounding boat traffic, giving the passersby a chance to enjoy a view from the outside in. The organic formed lobby, curved roof and a range of blue tones on facades escalate the relationship between the bay and the building. The front entry features a porte-cochere which provides an elegant transition to the columned arcade, where lighting plays a dramatic role at night. An inviting open plaza connected with Baywalk is an integral element to the City's urban fabric. The outdoor plaza provides the perfect stage for plays, music events and other live performances, as well as a venue for art expositions.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	PGAL	Boca Raton, Florida	Prime Architect

F. Example projects which best illustrate proposed team's qualifications for this contract
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NO. 6

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
University of Florida Southwest Parking Garage Complex Gainesville, Florida	2007	2009

23. PROJECT OWNER'S INFORMATION

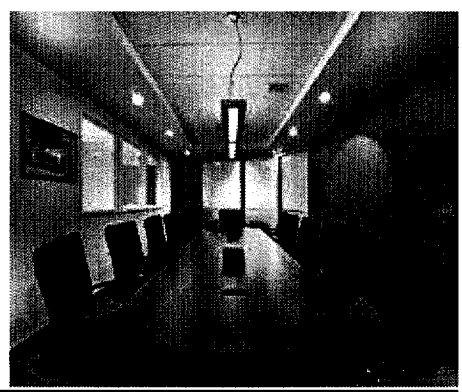
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NO.
University of Florida 232 Stadium, Gainesville, FL 32611	Mr. Fred Rowe, Project Manager frowe@ufl.edu	352-392-1256 Phone 352-392-6378 Fax

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The first LEED Gold University Garage in the nation, this award winning 946 car, 313,000 sf 6 level pre-cast and brick parking structure and two story 10,000 sf transportation and parking services office building is being showcased in the National Building Museum's House of Cars exhibit in Washington, D.C. The challenge of coupling high density with a pedestrian-friendly curbside presence was achieved by designing a triangular structure and positioning it at an angle to the site, with the office portion facing the street and garage structure behind it. The 2 story office component which is applied on the face of the garage features visually-appealing elements such as an angled two story cement-faced atrium placed against 6 story contrasting brick-faced elevator/stairway tower. Awash in natural light, the inside is optimally laid out with an open two story volume and a 48 foot counter to accommodate high volume student activity on the ground level.

Additional administrative and conference space is located above. To create an airy environment, colors selected for walls, carpeting and furnishings are cool in palette. Materials are eco-friendly including carpet tiles, 3-form decorative panels, recycled flax and sealed concrete flooring, roller shades on windows, and linear fluorescent light fixtures as well as recessed lighting.

Size: six parking levels with 946 spaces; LEED Gold Certified; Cost: $17 Million



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	PGAL	Boca Raton, FL	Prime Architect and Interior Designer
b.	TLC	Orlando/Deerfield Beach, FL	MEP Engineers

F. Example projects which best illustrate proposed team's qualifications for this contract
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NO. 7

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
South County Courthouse Parking Garage Delray Beach, Florida	2004	2006

23. PROJECT OWNER'S INFORMATION

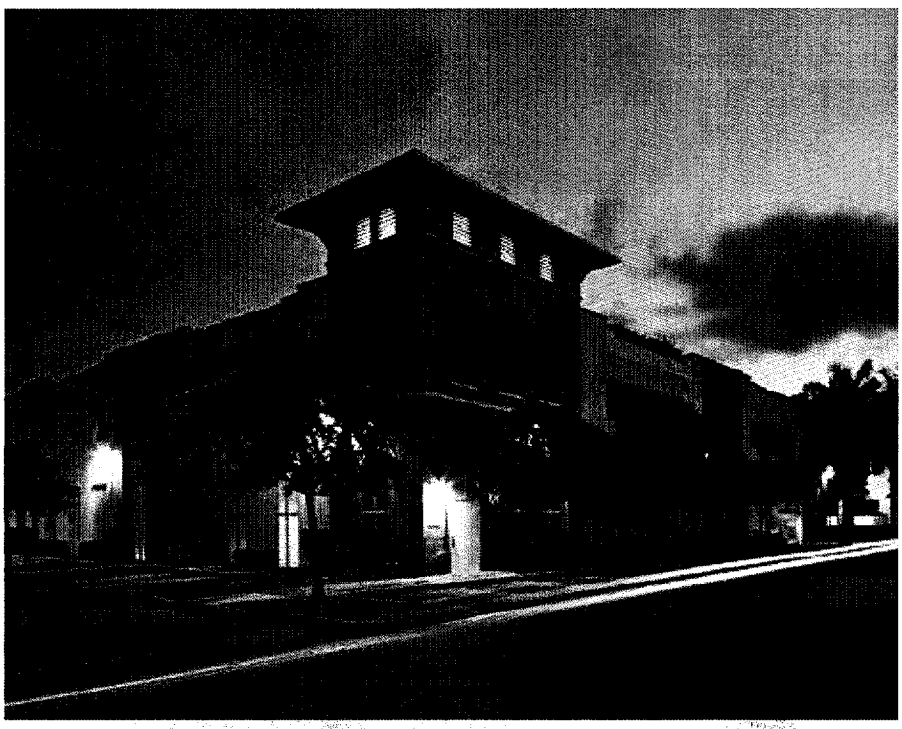
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NO.
Palm Beach CountyFacilities Development & Operations Capital Improvements Division 2633 Vista Parkway, West Palm Beach, FL 33411	Mr. John Chesher, Director jchesher@co.palm-beach.fl.us	561-233-0266 Phone 561-233-0270 Fax

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

PGAL provided complete programming and needs assessment as well as full A/E design services for this parking structure. The garage was built as part of the first phase of the larger South County Courthouse Expansion project. Expansion of the courthouse itself is in the existing adjacent lots. This 141,000 SF 3 level garage accommodates 369 cars and was designed to allow for future horizontal expansion, which would nearly double its size to 725 cars.

The architectural character of the garage is meant to bridge the styles of the existing modern courthouse to the adjacent residential and "Old Florida" downtown community of Delray Beach. Awnings, standing seam metal roofing, decorative grillework, and color all contribute to an elevation that breaks down the mass of the garage. Construction on the parking garage was completed on a fast-track schedule in time for the international Davis Cup Tennis Tournament that the City hosts on an annual basis. Providing additional parking for many special events, the garage serves both the county courthouse and the nearby city public library.

Size: three parking levels with 369 spaces; Cost: $4 Million (Estimated & Actual)



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	PGAL	Boca Raton, FL	Prime Architect

F. Example projects which best illustrate proposed team's qualifications for this contract
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NO. 8

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
McCarran International Airport T3 Parking Structure Las Vegas, Nevada	2008	2011

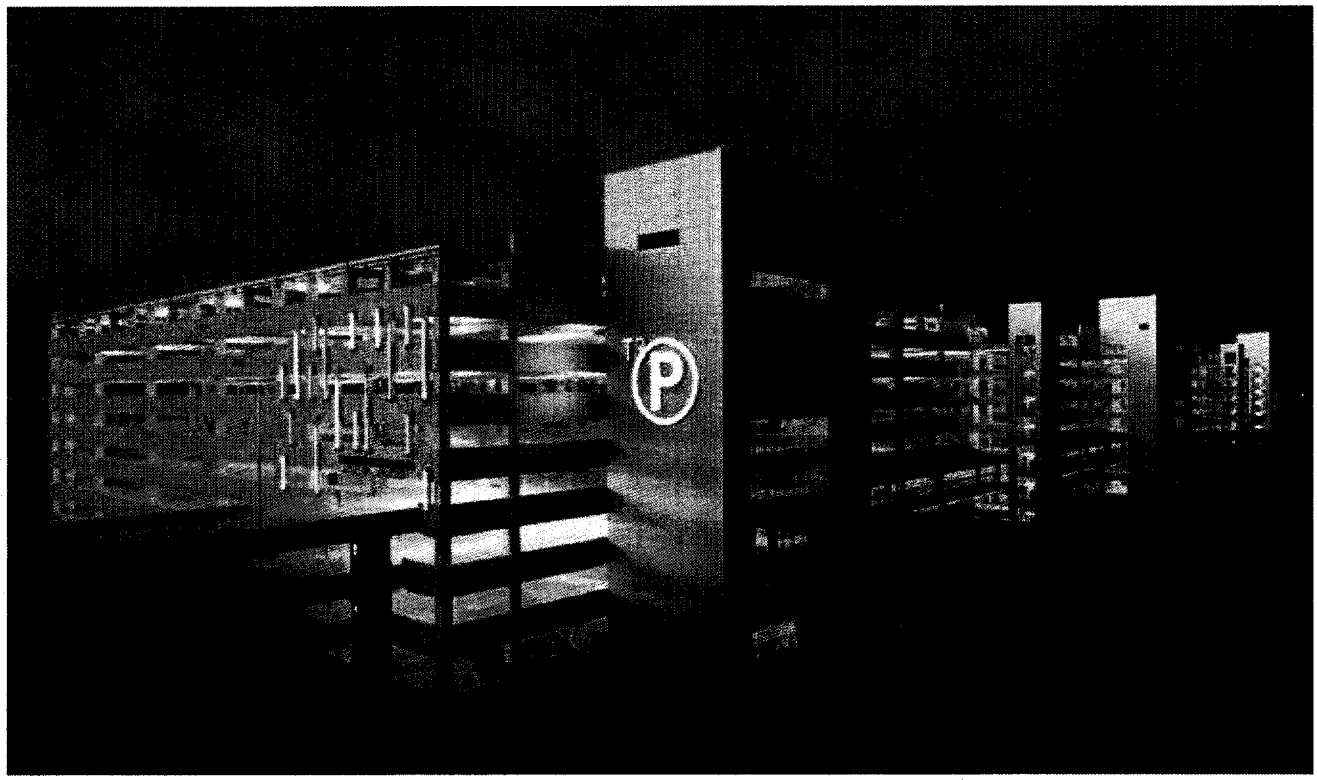
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NO.
McCarran International Airport 5757 Wayne Newton Blvd. Las Vegas, NV 89119	Randall H. Walker, Director of Airport randyw@mccarran.com	702-261-5211 Phone 702-597-9553 Fax

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Just completed, the new 5,954 car parking structure at McCarran Airport showcases a strong collaboration between PGAL and Walker Parking Consultants and is part of a two billion dollar airport expansion project which includes a new terminal building, central utility plant, roadway, and infrastructure system also designed by PGAL. The team provided planning and design for the parking garage, exit toll plaza and parking office building. The parking structure is accessed at several locations on several levels both by pedestrians and vehicles. There are 9 stair/stair-elevator towers, 3 pedestrian bridges, and 5 vehicular bridges that interface with the parking garage structure. Structural features include cast-in-place, post-tensioned concrete and Caissons/drilled pier foundation system. Special features include roadway for pick-up/drop-off, flight information display system and parking office building. The team's expertise in functional design, project management, structural engineering, and creative problem solving resulted in several million dollars in cost savings to the owner.

Size: eight parking levels with 5,954 spaces; Cost $122 million



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	PGAL	Las Vegas, NV	Prime Architect

F. Example projects which best illustrate proposed team's qualifications for this contract
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NO. 9

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Palm Beach County Judicial Center Parking Garage West Palm Beach, Florida	2007	2008

23. PROJECT OWNER'S INFORMATION

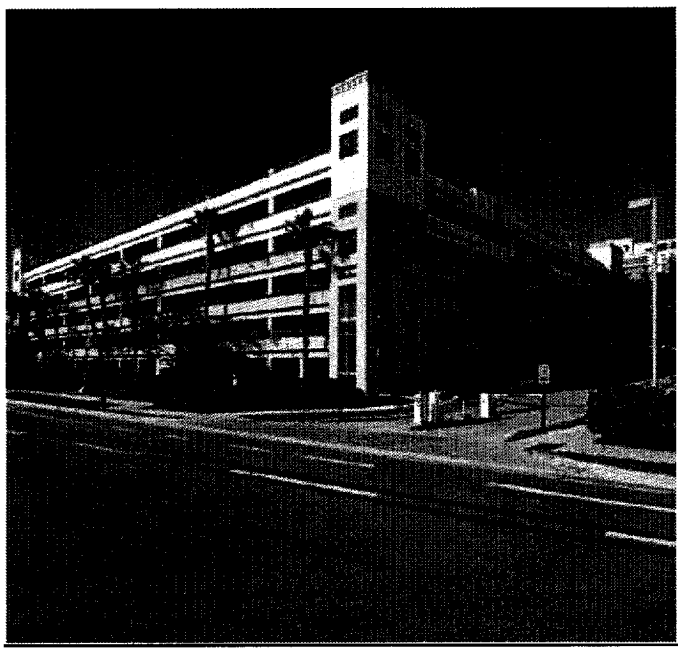
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NO.
Palm Beach County 2633 Vista Parkway West Palm Beach, FL 33411	Mr. John Chesher, Director Facilities Development & Operations jchesher@co.palm-beach.fl.us	561-233-0266 Phone 561-233-0270 Fax

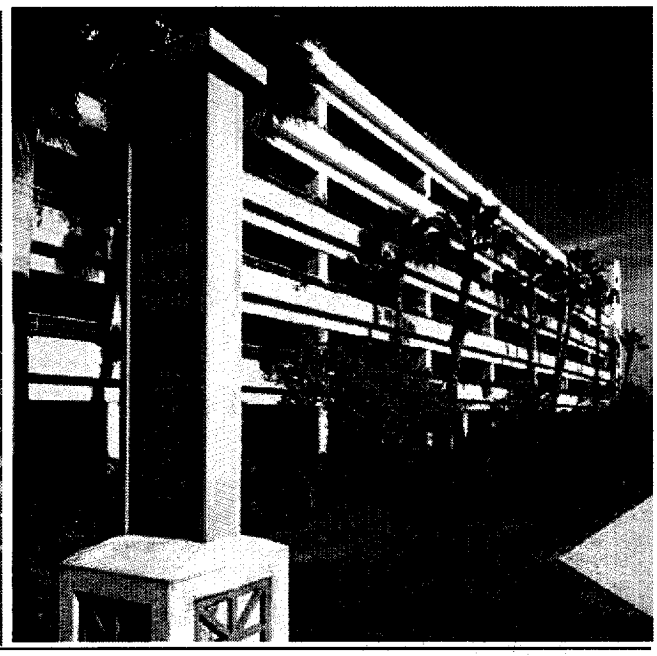
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The existing garage held 1,057 cars and the expansion accommodates additional cars on two levels. Expanding this garage required maximizing the use of the land. The garage expanded vertically, on top of the existing facility. Parking stall layout was reconfigured throughout the garage to increase capacity and maximize functionality.

Phased construction allowed the existing facility to remain operational during the construction process. The existing structure was laterally strengthened to conform to the current windload and code requirements. Completed structure features upgraded lighting and a durable low maintenance facility. Parking Access and Revenue Control System was implemented to increase exit capacity. Additional levels were painted and architectural elements were incorporated to respond to the courthouse and context of the existing design and downtown area.

Size: 1,811 parking spaces, 94,400 SF/floor; Cost: $12M





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	PGAL	Boca Raton, FL	Prime Architect and Interior Designer

F. Example projects which best illustrate proposed team's qualifications for this contract
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NO.
10

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Parking Garage and Rental Car Center, Hartsfield-Jackson Atlanta International Airport Atlanta, Georgia	2007	2009

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NO.
City of Atlanta Dept. of Aviation PO Box 20509, Atlanta, GA 30320	Mr. Todd McClendon	404-305-3250 Phone

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

To accommodate one of the nation's largest airports, PGAL led a joint venture that managed the programming, planning and design of the new Parking Garages and Rental Car Center at Hartsfield-Jackson Atlanta International Airport. The largest consolidated facility in operation today is located on a 67-acre site near the Airport and is accessed by an aboveground people mover (APM) for customers and an access road that crosses a major interstate, local highway and a railroad for vehicles. The two four-story parking decks provide 2.8 million SF of parking with more than 8,700 ready, return and storage parking spaces and 1,200 additional at-grade storage spaces. The buildings are designed with glass, masonry and metal panels that clad the exterior and there are nine structural-steel bridges, with concrete metal decking that connect the two parking garages to the service center. Designed for maximum efficiency, the layout includes 90 degree parking, stalls that are all 9' X 18' with a minimum clearance of 10' to and from all points in the garage. Post tension cast-in-place concrete was selected for construction cost efficiency and high durability. The project was named one of the country's most innovative and challenging construction projects by Building of America Network, a 15-year compilation of the nation's most important projects. Also chosen for the Award of Merit in Category V and Honorable Mention in Category II by International Parking Institute's 2011 Awards of Excellence competition. This $242 million Atlanta CONRAC is the world's largest consolidated rental car center and is featured as a Gold Medal Winner at www.buildingofamerica.com.

Size: 8,700 cars, 2,800,000 SF; Cost: $242 million

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	PGAL	Atlanta, GA	Programmer, Planner, RAC Specialist, Designer, Architect of Record

CITY OF AVENTURA
REQUEST FOR QUALIFICATIONS
11-9-21-2

PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO PLAN, DESIGN AND PERMIT THE GOVERNMENT CENTER PARKING EXPANSION PROJECT

SUBMITTAL DATE: Wednesday, September 21, 2011 2:00 P.M.

ISSUING DATE: Monday, August 22, 2011

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REQUEST FOR QUALIFICATIONS
RFQ # 11-9-21-2
CITY OF AVENTURA

PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO PLAN, DESIGN AND PERMIT THE GOVERNMENT CENTER PARKING EXPANSION PROJECT.

The City of Aventura, Florida, is advertising for Sealed Proposals, which will be received at the Office of the City Manager, City of Aventura, 19200 West Country Club Drive, Aventura, Florida, 33180, until 2:00 P.M. (EST), Wednesday, September 21, 2011 at which time they will be opened and read aloud for:

The City of Aventura, Florida is requesting the submission of qualifications from professional architectural and engineering firms to plan, design and permit the Government Center Parking Expansion facility.

Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180

Submittals must be received no later than **2:00 p.m.** on Wednesday, September 21, 2011 and clearly marked on the outside "**RFQ # 11-9-21-2 PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO PLAN, DESIGN AND PERMIT GOVERNMENT CENTER PARKING EXPANSION PROJECTS**". Late submittals will not be accepted.

Interested parties may obtain the Request for Qualifications (RFQ) package from www.demandstar.com or www.cityofaventura.com/finance/bids.shtml, on or after Monday, August 22, 2011. The RFQ package contains detailed information about the Statement of Work, Proposal submission requirements and selection procedure resulting from this RFQ.

Any or all questions should be directed to Indra Sarju, Purchasing Agent at (305) 466-8925.

Pursuant to City Code Sec. 2-260 (Ordinance 2002-12), public notice is hereby given that a "Cone of Silence" is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFQ from the time of advertisement of the RFQ until the beginning of the City Commission meeting at which the City Manager makes a written recommendation to the City Commission concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

The City of Aventura reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services.

_____

Eric M. Soroka
City Manager

GENERAL INFORMATION

A. SCOPE OF SERVICES:

Provide Professional Architectural And Engineering Services To Plan, Design And Permit Government Center Parking Expansion Project.

B. PROPOSAL DUE DATES:

Complete proposals are due on Wednesday, September 21, 2011 at 2:00 p.m. Proposals must be received in the Office of the City Manager by the date and time indicated, with opening immediately following at the City of Aventura, 19200 West County Club Drive, Aventura, FL 33180.

Proposals should be addressed or delivered to:

RFQ # 11-9-21-2
Office of the City Manager
City of Aventura
19200 West Country Club Drive
Aventura, Fl 33180

Questions Concerning this RFQ should be directed to:

Ms. Indra Sarju, Purchasing Agent
City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180
Phone: 305-466-8925
Email: sarjui@cityofaventura.com

In order to facilitate review of the proposals, each proposer must submit an original with one (1) CDs that contain your a single PDF file that contains your entire response in the order as presented in the Proposer document, including any attachments plus five (5) additional copies with CDs of the RFP response on or before the submission deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE CITY MANAGER ON OR BEFORE THE STATED DATE AND TIME OF:

WEDNESDAY, SEPTEBER 21, 2011 AT 2:00 PM

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSAL WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the City's regular business hours, Monday through Friday, excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services, and/or provide the required goods, at the price stated by the Proposer.

C. ACRONYMS/DEFINITIONS

For the purposes of this Request for Qualifications (RFQ), the following acronyms/definitions will be used:

Contract	Shall refer to the Contract that may result from this Request for Proposals.
Contractor	The organization(s)/individual(s) that is awarded and has an approved contract with the City for the services identified in this RFQ.
City/Owner	City of Aventura or designated representative when appropriate
Commission	The term Commission as used throughout this document will mean the City Commission of City of Aventura, Florida.
Competitive Solicitation	Means an invitation to bid, a request for proposal, or an invitation to negotiate.

Due Date & Time	Shall refer to the due date and time listed in the Solicitation Timetable of this Solicitation.
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFQ, score the proposals, and recommend a Proponent(s).
FSS	Florida State Statutes
May	Indicates something that is not mandatory but permissible.
Offeror	Shall refer to any offerer(s) submitting an Offer in response to this Request for Proposal.
Proposal	Shall refer to any offer(s) submitted in response to this Request for Proposal.
Proponent	Organization/individual submitting a bid/proposal in response to this RFQ.
Proposer	Shall refer to anyone submitting a Proposal in response to the Request for Qualifications.
Provider or Successful Proposer	Shall refer to the Proposer receiving an award as result of this Request for Qualifications.
RFQ	Request for Qualification
Request for Proposal, RFQ or Solicitation	Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the City and amendments or change orders issued by the City.
Responsible Vendor	A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance
Responsive Bid/proposal	A bid or proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
Should	Indicate something that is recommended but not mandatory. If the Proponent fails to provide recommended information, the City may, at its sole option, ask the Proponent to provide the information or evaluate the proposal without the information. Failure after demand will result in rejection.
Sub-Contractor & Sub-Consultant	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.
Work, Services, Program, Project or Engagement	Shall refer to all maters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

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REQUEST FOR QUALIFICATIONS

SUBJECT:	Provide Professional Architectural and Engineering Services to Plan, Design and Permit **GOVERNMENT CENTER PARKING EXPANSION PROJECT**
OPENING DATE & TIME:	September 21, 2011 @ 2:00 P.M.
SUBMIT TO:	Office of the City Manager City of Aventura 19200 West Country Club Drive Aventura, Florida 33180
RFQ NUMBER:	**11-9-21-2**

INTENT

The City of Aventura, Florida is requesting the submission of qualifications from professional architectural and engineering firms to plan, design and permit the **GOVERNMENT CENTER PARKING EXPANSION PROJECT**. This proposal is being issued pursuant to Florida Statutes Section 287.055:"the Consultants' Competitive Negotiation Act". The proposer(s) selected to provide the service(s) requested herein shall be required to execute a contract with the City. Upon authorizations of the City Commission, the City Manager shall negotiate all aspects of the Contract with the successful Proposer(s) on behalf of the City.

BACKGROUND

The City of Aventura is located in Northeast Miami-Dade County, Florida. It's Government Center is located at 19200 W. Country Club Drive. The project consists of adding a second level to the parking area adjacent to the Government Center.

GENERAL REQUIREMENTS

A. Proposers must have been in business for a period of no less than five years. In the event of a joint venture, at least one of the entities must have been in business for a period of no less than five years.

B. The original proposal with CDs and five (5) additional copies of the RFQ response must be furnished on or before the submission deadline indicated herein.

C. Costs of preparation of a response to this RFQ are solely those of the Proposer's. The City of Aventura assumes no responsibility for any such costs incurred by the Proposer's.

D. Proposing team members responding to this RFQ must be present at the presentation to the Selection Committee. The Committee will conduct no phone interviews.

E. The contents of the written proposal of the successful firm will become part of the contractual obligations.

F. Proposers shall respond to each item in the Content Proposal Section.

G. Proposals shall be typed or printed. All corrections made by the Proposer prior to the initial screening must be initialed and dated by the Proposer. No changes or corrections will be allowed after the initial screening of proposals has commenced.

H. The City of Aventura reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, serves the best interest of The City of Aventura.

I. Any person submitting a proposal in response to this invitation must execute Form PUR.7068. SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s) in the space provided, and enclosed said form with the proposal (See attached for blank form).

J. The City reserves the right to issue modifications or addenda to more fully meet the needs of the City.

K. By submitting a proposal, the Proposer certifies that he or she has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

L. The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedure.

M. All firms submitting a proposal shall document the date and time they visited the project site.

N. All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening. Proposals should be prepared simply and

economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal.

O. In accordance with Chapter 119 Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals or Request for Qualifications and the responses are public record. All proposals received in response to this Request for Proposal or Request for Qualifications will become the property of the City of Aventura and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the property of the City.

SERVICES SOUGHT

A design team ("Consultant") is needed to provide professional services that include, but are not limited to: conceptual design, field investigations and observations, programmatic planning, cost estimating (opinions of probable cost), value engineering associated with budgetary constraints schematic designs, design development, permit dry-run, construction documents, preparation of specifications and specific bid conditions, assistance with bid evaluations, construction administration, related consulting services, and other miscellaneous services as may be required by City. The Successful Proposer will be required to develop their design based on the input of the City staff.

Cost estimates shall be assembled based on the construction drawings, details and specifications. Cost estimates shall be referenced to the source.

The consultant will present the construction schematics, drawings, details, specifications and cost estimates to the City Manager and other appropriate City officials at various stages of design development as determined by the City Manager. Consultant will be available throughout the construction phase of the project to insure performance of contractor, resolve any related issues, to make inspections and to verify that the project was constructed in compliance with approved design plans and specifications, including all duly authorized amendments to those approved plans.

Consultant will be expected to coordinate with designated City personnel and may be required to coordinate all or some of the project phases with a Construction Manager selected by the City and responsible directly to the City under separate contract.

CONTENT OF PROPOSAL

Submission Content

The following documents must be submitted as part of the Response to this RFQ:

Each submittal must contain the following documents, each fully completed, and signed as required in an 8 ½" X 11" format. Submission of such information will be deemed a

waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer and to any proposed Sub-Consultant. Proposers and their respectively proposed Sub-Consultants are hereby notified that all information submitted as part of, or in support of their proposals will be available for public inspection after opening of Proposal(s), in compliance with Florida Public Records Law. Electronic copies shall be submitted on CD-ROM using either Microsoft Word, Excel, pdf, and/or PowerPoint as applicable. Submittals which do not include all required documentation, or are not submitted in the required format, may be deemed to be non-responsive. Non-responsive submittals will receive no further consideration.

A. CONTENTS OF QUALIFICATION STATEMENT:

1. Cover Sheet

The cover sheet shall clearly identify the Proposer' name, contact person's name, Title of RFQ, RFQ Number, address and telephone number of Proposer.

2. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3. Executive Summary

Provide an Executive Summary that includes: a brief narrative including a statement of interest; identification of key staff personnel, any and all Sub-contractors, and work to be performed by each, if applicable; an understanding of the scope of work, the Proposer's project manager/contact person; and deliverables.

4. Narrative

Provide a narrative which addresses the scope of work, the proposed approach to the work, understanding of the key elements, potential innovative alternatives, and any other information called for by the RFQ. The narrative shall include:

Project Approach, Workload and Schedule

- Describe the overall approach and methodology including the process for receiving input on desired design elements and objectives.
- Provide an understanding of the Scope of Work and the purpose, goals and objectives of the facility including the most important issues for this project and how the Proposer will address/resolve these issues.
- Discuss how Proposer would supervise each of the Project Team Sub-consultants, personnel and manage engagement in order to meet deadline(s) and budget.

List your current projects, both under contract and those selected but pending execution, and discuss the firm's ability to allocate appropriate time and resources to the project, in addition to current and expected workload.

Qualifications of the Proposer (Prime Consultant)

This section should include:

Proposer's Qualification Statement and Standard Form (SF) 330 and any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements.

The firm's number of years of experience providing the required professional services including the design of parking facilities and decks.

The number of years of experience in serving as the lead project Architect for new facilities of similar size, scope and complexity.

Experience in working with local governments.

Licenses, memberships and/or accreditations in professional organizations, and any other pertinent information shall be submitted.

A table of organization (TO) for the prime Proposer's firm.

Disclosure, in detail, of any and all judgments, suits, claims, arbitrations and back-charges asserted or awarded against the prime Proposer within the past five (5) years where the threshold is in excess of $100,000.

Qualifications of the Project Team

This section should include:

Proposers Qualification Statement and Standard Form 330

The members of the project team, including; name, qualifications, and specific roles and tasks to be performed for this Project by each team member.

A brief resume including education, experience, licenses, previous working relationships and work performed of a similar nature and any other pertinent information for each team member, including Sub-Consultants, identifying experience of a similar nature on of parking facilities and decks.

Identify where the team as a whole also has such experience on design of similar projects.

Documentation demonstrating the consulting team's ability to satisfy all the minimum requirements.

A table of organization (TO) for the consulting team.

Project Manager's Experience:

This section should include:

A comprehensive summary and copies of resume, education, licenses, experience and qualifications of the individual(s) who will serve as the Project Manager.

The brief summary must include experience in projects of a similar nature for new facilities of similar, size, scope and complexity.

Include all experience and expertise relating to projects of a similar nature and scale, and the coordination of such work performed by multiple Sub-Consultants.

The individual MUST have a minimum of five (5) years' experience in similar projects, and have served as Project Manager/Construction Manager on similar projects on a minimum of three (3) previous occasions.

Previous Similar Projects:

Projects are to be listed in order of relevancy and should include:

A summary of projects of similar size, scope and complexity, with detailing regarding cost and budget control, quality of work, compliance with performance schedules and standards, who performed the work and what function and role, i.e., the prime Proposer as presently existing; an employee (present/past) of Proposer; proposed Project Team (Sub-Consultants) and/or Team member(s); whether proposed Project Manager or other individual not proposed spearheaded said project, etc. In its response, include:

- Client name, address, phone number.
- Description of work performed.
- Year the project was completed.
- Total cost of the similar project and/or construction, both estimated and actual. Indicate reason(s) for any cost overruns

A client contact person, name, title, and telephone number for each project cited.

Describe the Proposer's most relevant projects including information above,project photographs and renderings, 8 ½" x 11"

EVALUATION OF PROPOSALS

1. A Review Committee consisting of the City Manager, Capital Projects Manager, Community Services Director and other City Staff will evaluate written proposals. Evaluation will include the following criteria:

   - Qualification and experience of personnel who will be directly involved in all elements of the work.
   - Project approach and methodology.
   - Firm size, age, and organizational structure.

- Firm's experience with projects that is similar to the requests of this RFQ.
- Innovative ideas as evidenced by the submittal.

2. The highest ranked proposals will be identified and those firms will be requested to make a formal presentation before the selection committee. The selected firms will then be ranked according to the content of their presentations. The City Manager will then recommend that the City Commission adopt a Resolution authorizing the City Manager to negotiate an agreement with the highest-ranking firm to provide services for the City of Aventura.

QUESTIONS

Questions concerning this Request for Qualifications should be directed in writing to:

Indra K. Sarju, CPPB, Purchasing Agent
City of Aventura
19200 West Country Club Drive
Aventura, FL 33180
sarjui@cityofaventura.com

Issues of substance that are brought to the attention of the City will be responded to in writing, and copies provided to all firms who have received copies of the RFQ.

CITY'S RIGHTS

The City of Aventura reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services. The City Commission shall make final determination and award of proposal(s).

All materials submitted in response to the Request for Qualifications become the property of the City of Aventura and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFQ, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the City Manager's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

NONCONFORMANCE TO CONTRACT CONDITIONS:

Services offered must be in compliance with RFQ/RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFQ/RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer.

ASSIGNMENT

The contractor shall not transfer or assign the performance required by this proposal without the City's prior written consent. Any award issued pursuant to this proposal invitation and monies which may be payable by the City, are not assignable except with the City's prior written approval.

AWARD OF PROPOSAL

The City reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request new proposals on the required materials or services. The City also reserves the right to award the contract on a split order basis, group by group or item by item, or such combination as will best serve the interests of the City unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of proposal (s) shall be made by the City Commission.

IDENTICAL (TIE PROPOSALS)

Shall be awarded by the City in compliance with Florida State Statutes providing for a drug free workplace and also City Ordinance #96-07; that is, in the event of an identical tie bid, a preference shall be given to a business having a drug free workplace under Florida State Statute 287.087, as amended. Failure to provide proof of compliance when requested shall be just cause for rejection of the proposal as determined by the City, holding the City harmless for such rejection.

PREFERENCE TO LOCAL BUSINESSES

Pursuant to Section 1(G), of Ordinance No. 96-07, "businesses located within the (corporate limits) of the City shall receive a preference bonus of 10% or 10 points during the tabulation of bid proposals."

HOLD HARMLESS

All proposers shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees from their decisions to reject, award or not award a proposal, as applicable.

CANCELLATION

Failure on the part of the vendor to comply with the conditions, specifications, requirements and terms as determined by the City, shall be just cause for cancellation of the award, with the vendor holding the City harmless.

DISPUTES

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the dispute will be handled in accordance with Section 2-259 of the City Code.

ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING

Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for the opening of the proposals will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective proposers not later than the established proposal opening date. Each prospective proposer shall acknowledge receipt of such addenda by including it in the proposal form. In case any proposer fails to include such addenda or addendum, his proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgement of the receipt of same. All addenda are a part of the contract documents and each proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective proposer to verify that he has received all addenda issued before proposals are opened.

Any questions regarding the specifications may be directed to the Finance Department, Indra Sarju, Purchasing Agent, located at 19200 W. Country Club Drive, Aventura, FL 33180, (305) 466-8925. Under no circumstances will the City accept facsimile transmissions in lieu of a sealed proposal. Any proposals received in the above manner will be deemed unresponsive and a "no proposal" will be entered for the proposer.

No verbal or written information which is obtained other than by information in this RFP or by Addenda to this RFP shall be binding on the CITY.

DEFAULT PROVISIONS

In case of default by the proposer or contractor, the City may cancel the service agreements, procure the articles or services from other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

INDEMNIFICATION

The contractor shall indemnify, save harmless and defend the City, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of the contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this proposal and/or from any procurement decision of the City including without limitation, awarding the contract to a contractor.

SECONDARY/OTHER VENDORS

The City reserves the right in the event the primary proposer cannot provide an item(s) or Service(s) in a timely manner as requested, to contact the second best proposer of this RFP to perform said service. If the secondary contractor is unavailable, the City reserves the right to seek and obtain other sources without thereby violating the intent of the contract.

CONE OF SILENCE PROVISION

A. Notwithstanding any other provision of these specifications, the provisions of City Code Sec. 2-260 "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request For Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

   a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and

   the City Commission, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

B. The Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid.

C. The Cone of Silence shall terminate at the beginning of the City Commission meeting at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be reimposed until such time as the Manager makes a subsequent written recommendation.

D. The Cone of Silence shall <u>not</u> apply to:

   (1) oral communications at pre-bid conferences;
   (2) oral presentations before selection or evaluation committees;
   (3) public presentations made to the City Commissioners during any duly noticed public meeting;
   (4) communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the

City Clerk. The City Clerk shall make copies available to any person upon request;

(5) communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

(6) communications with the City Attorney and his or her staff;

(7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;

(8) any emergency procurement of goods or services pursuant to City Code;

(9) responses to the City's request for clarification or additional information;

(10) contract negotiations during any duly noticed public meeting;

(11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

E. Please contact the City Attorney for any questions concerning Cone of Silence compliance.

F. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Commission and/or City Manager.

CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

A. Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City Commission candidates.

B. City Code Sec. 2-420. Prohibited campaign contributions by vendors.

(a) *General, prohibition, disqualification, definitions.*

(1) a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Commissioner. Commencing on the effective date of this article, all proposed City contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), invitations to submit qualifications (ISQ) or solicitations of bids issued by the City, shall incorporated notice of this section so as to notify potential vendors of the proscription embodied herein.

b. No candidate or campaign committee of a candidate for the Offices of Mayor or Commissioner, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of the official vendor list which is posted on the City of Aventura website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor ways' not listed as a vendor in the City website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the City.

(2) Each prohibited act of giving, soliciting for, delivering or providing a campaign contribution or depositing a campaign contribution in violation of this section shall constitute a separate violation. All contributions deposited into a candidate's campaign account in violation of this section shall be forfeited to the City's general revenue fund.

(3) a. A person or entity, other than a then existing vendor, who directly or indirectly makes a campaign contribution to a candidate who is elected to the office of Mayor or Commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the City. A then existing vendor who directly or indirectly makes a contribution to a candidate who is elected to the Office of Mayor or Commissioner, shall be disqualified from serving as a vendor with the City for a period of 12 months from a final finding of a violation of this section, or from the time of action on a waiver request by the City Commission pursuant to subsection (b) below, in the event that a waiver is sought by the vendor. In the event that such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the City as to any other goods, equipment or services to be provided by the vendor to the City, beyond the vendor goods, equipment or services which are the subject matter of any waiver which is granted. In the event such waiver request is denied for a particular transaction the 12-month disqualification

period shall continue to apply to both the particular transaction for which the waiver was sought, as well as all other vendor activities for the provision of goods, equipment or services to the City during that 12-month period.

b. For purposes of this section, the term "disqualified" shall be defined to include:

1. Termination of a contributor/vendor's existing contracts with the City, subject to the applicable waiver provisions of subsection (b) herein; and

2. Disqualification of a contributor's response to solicitation requests for prospective vendor contracts with the City, subject to the applicable waiver of subsection (b) herein.

(4) As used in this section:

a. *Vendor.*

1. A "vendor" is a person and/or entity who has been selected by the City as the successful bidder on a present or pending bid to provide to the City goods, equipment or services, or has been approved by the City of a present or pending award to provide to the City goods, equipment or services, prior to, upon or following execution of a contract, or purchase order.

2. "Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm. The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.

3. "Vendor" shall not include City officers or employees.

4. For purposes of this section, "vendor" status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.

b. *Services.* For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive bidding or otherwise, of labor, professional and/or consulting services to the City, including, but not limited to, the provision of lobbying services to the City.

c. *Campaign contributions.* The term "campaign contribution" shall have the meaning which is ascribed to the term "contributions" pursuant to F.S. § 106.011, as amended.

(b) *Waiver of prohibition.*

(1) *Criteria for waiver.* The requirements of this section may be waived by the affirmative vote of five members of the City Commission for a particular transaction after a public hearing, upon finding that:

a. The goods, equipment or services to be involved in the proposed transaction are unique and the City cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or

b. The business entity involved in the proposed transaction is the sole source of supply as determined by the City Manager in accordance with procedures established by the City Manager; or

c. An emergency contract (as authorized by subsection 2-253(5) of this Code) must be made in order to protect the health, safety or welfare of the citizens of the City; or

d. A contract for the provision of goods, equipment or services exists which, if terminated by the City would be substantially adverse to the best economic interests of the City.

(2) *Limited waiver.* Notwithstanding the denial of the City Commission of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the City Commission, may by the affirmative vote of five members of the City Commission after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the City upon finding that in order to protect the health, safety and welfare of the citizens of the City, it is necessary that the affected contract be continued for a limited duration (not to exceed a period of six months) in order for the City to obtain a replacement vendor.

(3) *Full disclosure.* Any grant of a waiver or limited waiver by the City Commission must first be supported with a full disclosure of the subject campaign contribution.

(c) *Implementation.* The City Manager is authorized to adopt additional procurement procedures for goods, equipment or services to implement this section. These procedures shall provide for the assembly, maintenance and posting of an official City vendor list as referenced above.

(d) *Penalty.* The Ethics Commission created pursuant to Miami-Dade County Ordinance 97-105, shall have primary jurisdiction for enforcement of this section. A finding by the Ethics Commission that a person violated this section, shall subject such person to an admonition or public reprimand and/or a fine of $250.00 for the first violation, and $500.00 for each subsequent violation.

(e) *Applicability.* This section shall be applied only prospectively to campaign contributions which are made after the date of this section.

(Ord. No. 2005-14, § 3, 10-11-05)

PUBLIC ENTITY CRIME/DISQUALIFICATION

Pursuant to Section 287.133(3)(a), Florida Statute all proposers are advised as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work

as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Aventura or its agencies.

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RESPONDENT'S CERTIFICATION

RFQ # 11-9-21-2

PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES TO PLAN, DESIGN AND PERMIT GOVERNMENT CENTER PARKING EXPANSION PROJECT

I have carefully examined the Request for Qualification.

I hereby propose to furnish the services specified in the Request for Qualification. I agree that my submittal will remain firm for a period of at least 120 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of Aventura or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Addendum # ___ Dated _____
Addendum # ___ Dated _____
Addendum # ___ Dated _____

_____
NAME OF BUSINESS

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

_____

_____
CITY, STATE, ZIP CODE
(____) _____
TELEPHONE NUMBER

_____
FAX NUMBER

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20_____ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

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

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

1. This sworn statement is submitted to the **CITY OF AVENTURA, FLORIDA**
   By: _____
   (print individual's name and title)
   For: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

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

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

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

   □ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   □ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

_____

Signature

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

Personally known _____ _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____

BUSINESS ENTITY AFFIDAVIT
(VENDOR/BIDDER DISCLOSURE)

I, _____, being first duly sworn
State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Aventura ("City") are (Post Office addresses are not acceptable), as follows:

_____
Federal Employer Identification Number (If none, Social Security Number)

_____
Name of Entity, Individual, Partners or Corporation

_____
Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
		%
		%
		%

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____

_____ _____

Signature of Affiant *Date*

_____

Print Name

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

Personally known _____ _____

OR _____ *Notary Public*

Produced identification _____ Notary Public – State of _____

_____ My Commission expires:

Type of identification

_____

Printed, typed or stamped commissioned

CITY OF AVENTURA
"NO BID or PROPOSAL" RESPONSE

If your firm is unable to submit a bid, please complete and return this form prior to date shown for receipt of proposal, and return to:

CITY OF AVENTURA

We have declined to propose on **RFQ # 11-9-21-2**, for the following reasons:

_____We do not offer this service/product

_____Our schedule would not permit us to perform

_____Unable to meet specifications

_____Unable to meet bond/insurance requirements

_____Specifications unclear (please explain below)

_____Other (please specify below)

REMARKS_____

_____

_____

_____
Typed Name and Title

_____
Company Name

_____
Address

_____
Business Phone Fax Number

REFERENCES

Proposer shall submit as a part of the proposal package, at least five (5) business references with Project Name/Title, Client Name with Address, Telephone & Fax Numbers, Project Location, Fee Charged, Source of Funds, and Performance Period that have utilized the services being proposed to the City. (*Indicates required information)

Name: _____

Contact Name: _____

*Address: _____

_____

*Telephone No.:_____ *Fax No.:_____

Cell Phone No.: _____ Email: _____

Date of Contract: _____

Name: _____

Contact Name: _____

*Address: _____

_____

*Telephone No.:_____ *Fax No.:_____

Cell Phone No.: _____ Email: _____

Date of Contract: _____

REFERENCES cont.

Name:_____

Contact Name: _____

*Address: _____

_____

*Telephone No.:_____ *Fax No.:_____

Cell Phone No.: _____ Email: _____

Date of Contract:_____

****

Name:_____

Contact Name: _____

*Address: _____

_____

*Telephone No.:_____ *Fax No.:_____

Cell Phone No.: _____ Email: _____

Date of Contract:_____

****

Name:_____

Contact Name: _____

*Address: _____

_____

*Telephone No.:_____ *Fax No.:_____

Cell Phone No.: _____ Email: _____

Date of Contract:_____

CITY OF AVENTURA

FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager

BY: Brian K. Raducci, Finance Director

DATE: October 25, 2011

SUBJECT: Re-adoption of Chapter 6.6 of the Administrative Policy Directives and Procedures Manual, entitled "Investment Objectives and Parameters" as the City's Investment Policy for the Management of Public Funds.

November 1, 2011 City Commission Meeting Agenda Item 6-D

RECOMMENDATION

It is recommended that the City Commission adopt the attached resolution re-adopting Chapter 6.6 of the Administrative Policy Directives and Procedures ("APDP") Manual, entitled "Investment Objectives and Parameters" as the City's Investment Policy for the Management of Public Funds.

BACKGROUND

As you know, the City utilizes the services of Cutwater Asset Management ("CAM") – a Professional Investment Manager to manage the City's Public Funds Investment Portfolio. When CAM was hired in 2009, they helped the City develop the original version of Chapter 6.6 of the APDP in order to ensure that the City's investment policy was in compliance with Section 218.415, F.S. which states the City must invest its surplus funds consistent with a written investment plan adopted by the governing body (the "City Commission"). This policy was originally adopted by Resolution 2009-30.

The three (3) main goals of this policy (listed by priority) were and continue to be:

1. Safety of Capital
2. Liquidity of Funds
3. Investment Income

Shortly after the City's adoption of APDP 6.6, CAM recommended expanding the investment policy to include the following categories; Commercial Paper, Corporate Notes and Taxable/Tax-Exempt Municipal Bonds which were adopted as part of the 2009/10 budget through Ordinance 2009-17.

CURRENT ECONOMIC CLIMATE

As a result of the recent downgrade by S&P of its U.S. government long-term rating, U.S. Government related entities were also lowered from AAA to AA+, which no longer met the minimum AAA requirements of our original investment policy. As a result of this downgrade, CAM is recommending that we make the following revisions to our current investment policy to allow us to operate more effectively and efficiently under the current economic climate and to remain in compliance with Section 218.415, F.S.

- Remove minimum rating on U.S. Government Agencies and U.S. Government Sponsored Agencies – permit government agency securities regardless of assigned rating.
- Within Repurchase Agreement, add language for a minimum rating of A-1/P-1 counterparty to ensure all counterparties are of the highest quality. 5% maximum allocation per issuer and collateral of U.S. Treasury/U.S. Agency already within original investment policy.
- Remove the second minimum rating requirement of AAAm-G on Money Market Mutual Funds – the "G" rating modifier was assigned by S&P when the portfolio consisted primarily of direct U.S. government securities. On November 1, 2011 it will be removed and converted to AAAm due to its limited use and potential for misinterpretation of what the "G" signifies.

Upon your review of this memorandum, please feel free to contact the City Manager with any questions you may have.

BKR/bkr

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA RE-ADOPTING CHAPTER 6.6 OF THE ADMINISTRATIVE POLICY DIRECTIVES AND PROCEDURES MANUAL, AS ATTACHED HERETO, ENTITLED "INVESTMENT OBJECTIVES AND PARAMETERS" AS THE CITY'S INVESTMENT POLICY FOR THE MANAGEMENT OF PUBLIC FUNDS; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 2, 2009, the City Commission adopted Chapter 6.6 of the Administrative Policy Directives and Procedures ("APDP") Manual entitled "Investment Objectives and Parameters"; and

WHEREAS, the City Commission is desirous of amending the above-referenced Chapter 6.6 of the APDP Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA:

Section 1. The City Commission hereby re-adopts Chapter 6.6 of the APDP Manual, as attached hereto, entitled "Investment Objectives and Parameters" as the City's Investment Policy for the management of public funds.

Section 2. The City Manager is hereby authorized to do all things necessary to carry out the aims of this Resolution.

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

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	___
Commissioner Bob Diamond	___
Commissioner Teri Holzberg	___
Commissioner Billy Joel	___
Commissioner Michael Stern	___
Commissioner Luz Urbàez Weinberg	___
Mayor Susan Gottlieb	___

PASSED AND ADOPTED this 1st day of November, 2011.

_____
SUSAN GOTTLIEB, MAYOR

ATTEST:

_____
TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

PURPOSE

The purpose of this policy is to set forth the investment objectives and parameters for the management of public funds of the City. These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed and a competitive investment return.

I. SCOPE

This investment policy applies to the investment of public funds in excess of amounts needed to meet current expenses, which includes cash and investment balances of City funds.

This policy does not apply to the City's pension funds, including those funds in chapters 175 and 185 or funds related to the issuance of debt where there are other existing policies or indentures in effect which govern the investment of such funds.

This policy shall be construed and applied so as to comply with Section 218.415, F.S.

II. INVESTMENT OBJECTIVES

Investment objectives include safety of capital, liquidity of funds and investment income, in that order. The following objectives will be applied in the management of the City's funds:

A. Safety of Capital

The primary objective of the City's investment program is the protection of public funds. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

   a) Limiting investments to the safest type of securities;
   b) Pre-qualifying the financial institution, broker/dealer, intermediaries and advisors with which the City will do business;
   c) Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk – The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

   a) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;

   b) Investing operating funds primarily in shorter-term securities, money market mutual funds or similar investment pools.

B. Liquidity of Funds

The City's investment strategy will provide sufficient liquidity to meet the City's operating, payroll and capital requirements. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

C. Investment Income

The City's investment portfolio shall be designed with the intent of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the City's investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

III. PERFORMANCE MEASUREMENT

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 while insuring sufficient liquidity within the portfolio.

The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Florida State Board of Administration LGIP.

The long-term investment portfolio shall be designed with the annual objective of exceeding the return of the Merrill Lynch 1-3 Year Treasury/Agency Index compared to the portfolio's total rate of return. The Merrill Lynch 1-3 Year Treasury/Agency Index represents all U.S. Treasury/Agency securities maturing over one (1) year, but less than three (3) years. This maturity range is an appropriate benchmark based on the objectives of the City.

IV. ETHICAL STANDARDS

The investment officer and staff, acting in accordance with the written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

A. Ethics and Conflicts of Interest

The City's staff involved in the investment process 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. All employees involved in the investment process shall disclose to the City any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program. Applicable ethics standards provided by the City Charter, City Code, Section 2-11.1 of the Miami-Dade County Code, and Part III of Chapter 112, F.S., shall be complied with.

B. 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.

C. Designation of Investment Officer

The Finance Director is designated as investment officer of the City and is responsible for investment decisions and the day-to-day administration of the cash management program. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures so established. The City may appoint an outside investment manager as "Agent" for the City's cash reserves. The "Agent" for the City shall have discretion over the purchase and sale of securities within and subject to compliance with this investment policy. Such investment manager must be registered under the Investment Advisor Act of 1940. The Finance Director shall consult with the City Manager as necessary regarding the City's investment activity.

Positions authorized as investment signatories are the City Manager and Finance Director.

V. LISTING OF AUTHORIZED INVESTMENTS – (SUMMARY TABLE IN APPENDIX A)

The following investments will be permitted by this policy as consistent with Section 218.415 (16) F.S. Those investments not listed in this section are prohibited.

A. United States Government Securities

Negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

- Treasury Bills
- Treasury Notes
- Treasury Bonds
- Treasury Strips
- Treasury Securities – State and Local Government Series ("SLGS")
- Treasury Inflation Protection Securities ("TIPS")

Portfolio Composition

A maximum of 100% of available funds may be invested in the United States Government Securities with the exception of Treasury Strips which are limited to 10% of available funds.

Maturity Limitations
The maximum length to maturity of any direct investment in the United States Government Securities is seven (7) years from the date of purchase.

B. United States Government Agencies

Bonds, debentures or notes which may be subject to call, issued or guaranteed as to principal and interest by the United States Governments agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

- United States Export – Import Bank
  - Direct obligations or fully guaranteed certificates of beneficial ownership
- Farmer Home Administration
  - Certificates of beneficial ownership
- Federal Financing Bank
  - Discount notes, notes and bonds
- Federal Housing Administration Debentures
- FDIC guaranteed notes ("TLGP" bonds)
- Government National Mortgage Association ("GNMA")
  - GNMA guaranteed mortgage-backed bonds
  - GNMA guaranteed pass-through obligations
- General Services Administration
- New Communities Debentures
  - United States Government guaranteed debentures
- United States Public Housing Notes and Bonds
  - United States Government guaranteed public housing notes and bonds
- United States Department of Housing and Urban Development
  - Project notes and local authority bonds

Portfolio Composition
A maximum of 50% of available funds may be invested in United States Government agencies.

Limits on Individual Issuers
A maximum of 10% of available funds may be invested in individual United States Government agencies.

Maturity Limitations
The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

C. United States Government Sponsored Agencies

Bonds, debentures or notes which may be subject to call, issued or guaranteed as to principal and interest by United States Government sponsored agencies which are non-full faith and credit agencies limited to the following:

- Federal Farm Credit Bank ("FFCB")
- Federal Home Loan Bank or its City Banks ("FHLB")
- Federal National Mortgage Association ("FNMA")
- Federal Home Loan Mortgage Corporation ("Freddie-Macs") including Federal-Home Loan Mortgage Corporation participation certificates

Portfolio Composition
A maximum of 80% of available funds may be invested in Federal Instrumentalities.

Limits on Individual Issuers
A maximum of 25% of available funds may be invested in any one (1) issuer.

Maturity Limitations
The maximum length to maturity for an investment in any Federal Instrumentality security under this Section (C) is seven (7) years from the date of purchase. Mortgage backed securities will have average duration not greater than five (5) years.

D. Interest Bearing Time Deposit or Savings Account

Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of Florida or the United States provided that such deposits are secured by collateral as prescribed by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

Portfolio Composition
A maximum of 10% of available funds may be invested in non-negotiable interest bearing time certificates of deposit.

Limits on Individual Issuers
A maximum of 10% of available funds may be deposited with any one (1) issuer.

Limits on Maturities
The maximum maturity on any certificate shall be no greater than one (1) year from the date of purchase.

E. Repurchase Agreements

1. Invest in repurchase agreements composed of only those investments based on the requirements set forth by the City's Master Repurchase Agreement. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Finance Director or designee and retained. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

2. Collateralized by full faith or general faith and credit obligations of the United States Government or United States Government Agency securities. Securities authorized for collateral must have maturities under five (5) years and with market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the written approval of the Finance Director or designee and/or the City's Investment Manager.

Portfolio Composition
A maximum of 20% of available funds may be invested in repurchase agreements excluding one (1)-business day agreements and overnight sweep agreements.

Limits on Individual Issuers
A maximum of 5% of available funds may be invested with any one (1) institution excluding one (1)-business day agreements and overnight sweep agreements.

Limits on Maturities
The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

F. The Florida Local Government Surplus Funds Trust Fund (State Board of Administration – SBA)

Portfolio Composition
A maximum of 50% of available funds may be invested in the SBA.

G. Intergovernmental Investment Pools

Investment Authorization
Intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes and provided that said funds contain no derivatives.

Portfolio Composition
A maximum of 25% of available funds may be invested in intergovernmental investment pools.

Due Diligence Requirements
A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Manager that will contain a list of questions that covers the major aspects of any investment pool/fund.

H. Registered Investment Companies (Money Market Mutual Funds)

Registered with the Securities and Exchange Commission with the highest credit quality rating from a nationally recognized rating agency; portfolio is limited to direct obligations of the United States Government or any agency or instrumentality thereof.

Portfolio Composition
A maximum of 35% of available funds may be invested in money market funds.

Limits of Individual Issuers
A maximum of 15% of available funds may be invested with any one (1) money market fund.

Rating Requirements
The money market funds shall be rated "AAAm" or "AAAm-G" or better by Standard & Poor's, or the equivalent by another rating agency.

Due Diligence Requirements
A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Advisor/s that will contain a list of questions that covers the major aspects of any money market fund.

I. Commercial Paper

Commercial paper of any United States company that is rated "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two (2) nationally recognized rating agencies.

Portfolio Composition
A maximum of 25% of available funds may be directly invested in prime commercial paper.

Limits on Individual Sectors
A maximum of 10% of available funds may be invested with any one sector.

Limits on Individual Issuers
A maximum of 2% of available funds may be invested with any one issuer.

Maturity Limitations
The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

J. Corporate Notes

Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time or purchase, at a minimum "Aa" by Moody's and a minimum long term debt rating of "AA" by Standard & Poor's

Portfolio Composition
A maximum of 25% of available funds may be directly invested in corporate notes.

Limits on Individual Sectors
A maximum of 10% of available funds may be invested with any one sector.

Limits on Individual Issuers
A maximum of 2% of available funds may be invested with any one issuer.

Maturity Limitations
The maximum length to maturity for corporate notes shall be (3) three years from the date of purchase.

K. Taxable/Tax-Exempt Municipal Bonds

State (Florida) and/or (Florida) local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

Portfolio Composition
A maximum of 25% of available funds may be invested in taxable and tax-exempt General Obligation bonds.

A maximum of 10% of available funds may be invested in taxable and tax-exempt Revenue and Excise tax bonds of the various municipalities of the State of Florida, provided none of such securities have been in default within five (5) years prior to the date of purchase.

Maturity Limitations
A maximum length to maturity for an investment in any state or local government debt security is five (5) years from the date of purchase

VI. PROHIBITIONS

The purchase of derivative instruments as defined by the Government Account Standards Board ("GASB") or any investment instrument which is structured to derive a rate of return from an investment source other than the originally purchased investment is strictly prohibited.

VII. INVESTMENT PARAMETERS

A. Maturity and Liquidity Requirements

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched with a specific cash flow, the City will not directly invest in securities maturing more than seven (7) years from the date of purchase. Average life will be used as the maturity for mortgage-backed securities and the intergovernmental pool investments.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as Local Government Investment Pools, or money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

VIII. SAFEKEEPING AND CUSTODY

A. Authorized Investment Institutions and Dealers

The City shall only purchase investments from the State Board of Administration, Florida Municipal Investment Trust, financial institutions which are qualified as public depositories by the Treasurer of the State of Florida, primary security dealers (or their agents) as designated by the Federal Reserve Bank of New York, or by secondary securities dealers (or their agents) who act as investment banking arms of local qualified banking institutions.

All financial institutions and broker/dealers who desire to provide investment services must supply the following as appropriate and as requested:

1. Annual audited financial statements;
2. Public depository certification;
3. Proof of National Association of Securities Dealer ("NASD") Certification;
4. Certification of having read the City's investment policy;
5. Credit rating provided by a nationally recognized monitoring agency.

B. Delivery vs. Payment

All trades where applicable will be executed by delivery versus payment ("DVP") to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

C. Master Repurchase Agreement

The investment policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

D. Bid Requirements

Investments will be chosen based on liquidity needs and market conditions. The investments will be competitively bid when feasible and appropriate. Except as required by law, the bid deemed to best meet the investment objectives must be selected.

E. Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Finance Director shall establish a process for an annual independent review as part of the annual financial audit to assure compliance with the policies and procedures. The internal controls shall address the following points:

1. Control of collusion – Collusion is a situation where two (2) or more employees are working in conjunction to defraud their employer.

2. Separation of transaction authority from accounting and record keeping – By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

3. Custodial safekeeping – All securities, with the exception of certificates of deposit, shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. No withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Finance Director as authorized herein, or by their respective designee.

4. Certificates of Deposit issued by a local bank or savings and loan association may be held in safekeeping at that institution. The institution shall issue a copy of the certificate of deposit, a safekeeping receipt, or some other confirmation of the purchase that is satisfactory to the Finance Director. This will be kept on file in the Finance Department and will indicate the amount, interest rate, issue date and maturity date of the certificate of deposit.

5. Avoidance of physical delivery securities – Book entry securities are much easier to transfer and account for since actual delivery is never taken. Physical delivery securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

6. Clear delegation of authority to subordinate staff members – Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions.

7. Written confirmation of telephone transactions for investments and wire transactions – Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported written communications and approved by appropriate personnel unless an agreement is executed with a financial by institution as discussed in paragraph B.8 below.

8. Development of a wire transfer agreement with a bank or third-party custodian – This agreement should outline the various controls and security provisions for making and receiving wire transfers.

IX. CONTINUING EDUCATION

The Finance Director and Controller shall annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

X. REPORTING

The Finance Director shall provide a quarterly investment report to the City Manager. The report shall list investments by fund and type and include the book value, income earned and market value as of the report date.

XI. SECURITIES; DISPOSITION

A. Every security purchased under this section on behalf of the governing body of the City must be properly earmarked and:

(a) If registered with the issuer or its agents, must be immediately placed for safekeeping in a location that protects the governing body's interest in the security;

(b) If in book entry form, must be held for the credit of the governing body by a depository chartered by the Federal Government, the state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state, and must be kept by the depository in an account separate and apart from the assets of the financial institution; or

(c) If physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault.

B. The City may also receive bank trust receipts in return for investment of surplus funds in securities. Any trust receipts received must enumerate the various securities held, together with the specific number of each security held. The actual securities on which the trust receipts are issued may be held by any bank depository chartered by the Federal Government, this state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state.

XII. SALE OF SECURITIES

When the invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, the City may sell such investments at the then-prevailing market price and place the proceeds into the proper account or fund of City.

XIII. PREEXISTING CONTRACT

Any public funds subject to a contract or agreement existing on _____, 2009, may not be invested contrary to such contract or agreement.

XIV. AUDITS

Certified public accountants conducting audits of the City pursuant to s. 218.39 shall report, as part of the audit, whether or not the City has complied with section 218.415, F.S., and this Investment Policy.

XV. AUTHORIZED DEPOSITS

In addition to the investments authorized for the City in subsection (VIII), as authorized by paragraph (23) of Section 218.415, F.S., the City may deposit any portion of surplus public funds in its control or possession in accordance with the following conditions:

A. The funds are initially deposited in a qualified public depository, as defined in s. 280.02, selected by the City.

B. The selected depository arranges for the deposit of the funds in certificates of deposit in one (1) or more federally insured banks or savings and loan associations, wherever located, for the account of the City.

C. The full amount of principal and accrued interest of each such certificate of deposit is insured by the Federal Deposit Insurance Corporation.

D. The selected depository acts as custodian for the City with respect to such certificates of deposit issued for its account.

E. At the same time the City's funds are deposited and the certificates of deposit are issued, the selected depository receives an amount of deposits from customers of other federally insured financial institutions, wherever located, equal to or greater than the amount of the funds initially invested by the City through the selected depository.

XVI. PROHIBITED INVESTMENTS

The City is prohibited from investing in any company that engages in business with the countries of Iran and Sudan. The City Manager may promulgate specific requirements for the implementation of this provision based upon criteria applied by the Local Government Surplus Funds Trust Fund for such purpose.

XVII. INVESTMENT POLICY REVIEW

The Finance Director shall review this Investment Policy on an annual basis. Any recommended changes to this policy must be approved by the City Manager and subsequently by the City Commission. However, upon the initial approval of this Investment Policy by resolution of the City Commission, this Investment Policy shall be amended by the City Manager without the necessity of further action by the City Commission, to the extent that said amendments are necessary for conformance with any amendments made to Section 218.415, F.S.

Appendix A

Authorized Investments Summary Table

Investment Type	Minimum Rating[1]	Maximum Composition	Subsector Limit	Individual Issuer Limit	Maximum Maturity
United States Government Securities	UST	100%	-	-	7 Years
United States Government Agencies[2]	AGY	50%	-	10%	5 Years
United States Government Sponsored Agencies[3]	AGY	80%	-	25%	7 Years
Interest Bearing Time Deposit or Savings Account[4]	QPD	10%	-	10%	1 Year
Repurchase Agreements[5]		20%	-	-	90 Days
Counterparty	A-1/P-1	5%	-	-	-
Collateral	UST/AGY	-	-	-	
Florida Local Government Surplus Trust Fund (SBA)[6]	AAAm	50%	-	-	-
Intergovernmental Investment Pools[6]	AAA/Aaa	25%	-	-	-
Money Market Mutual Funds[6]	AAAm/AAAm-G	35%	-	15%	-
Commercial Paper	A-1/P-1*	25%	10%	2%	270 days
Corporate Notes	AA/Aa	25%	10%	2%	3 Years
Taxable and Tax-Exempt Municipal Bonds:	AA/Aa				
General Obligation Bonds	MIG-2/SP-2	25%	-	-	5 Years
Revenue and Excise Tax Bonds		10%**	-	-	5 Years

1. Investments must meet the Minimum Rating requirement at the time of purchase. The Finance Director shall determine the appropriate action for any investment held that is downgraded below the Minimum Rating by one (1) or more rating agencies

2. Securities purchased under the Temporary Liquidity Guarantee Program (TLGP) are classified as Government Agencies as a result of the Federal Government Guarantee.

3. Federal Agency Mortgage Backed Securities will have an average life of five (5) years or less.

4. Interest Bearing Time Deposit or Savings Accounts will be purchased from/held with a Qualified Public Depository defined in Florida State Statute Chapter 280. The list of QPD's can be found on the State of Florida's Chief Financial Officer's website.

5. Collateral for Repurchase Agreements will be limited to United States Government or United States Government Agency securities, have a value of 102% of the Repurchase Agreement, and a final maturity of five (5) years or less. Repurchase Agreements with a maturity of more than one (1) day will be held with a Third Party Custodian.

6. Maximum maturity and weighted average maturity defined in prospectus.

*If commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least 2 nationally recognized rating agencies.

** Maximum of 10% of available funds may be invested in taxable and tax-exempt Revenue and Excise tax bonds of various municipalities of the State of Florida, provided none of such securities have been in default within 5 years prior to the date of purchase.

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, URGING INSURANCE COMPANIES TO PROVIDE LOWER PREMIUMS TO RESIDENTS OF JURISDICTIONS PROVIDING FOR AUTOMATED RED LIGHT SAFETY TECHNOLOGY; PROVIDING FOR DISTRIBUTION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a 2009 study conducted by the Insurance Institute for Highway Safety ("2009 Study") determined that 676 people were killed and 113,000 people were injured in crashes related to red light running; and

WHEREAS, intersection crashes account for more than 45% of all reported crashes and 21% of fatalities; and

WHEREAS, the 2009 Study concluded that 62 Floridians lost their lives in crashes related to red light running, making Florida the third most deadly state in the United States; and

WHEREAS, a 2011 study conducted by the Insurance Institute for Highway Safety ("2011 Study") concluded that automated red light safety technology saved 159 lives from 2004 to 2008 in 14 of the largest metropolitan areas in the nation; and

WHEREAS, according to a recent report (July 19, 2011) from the Insurance Institute for Highway Safety, "an Institute study demonstrates that cameras have reduced the rate of fatal red light running crashes by 24% in 15 big cities with longstanding red-light camera programs." ; and

WHEREAS, the Institute study released early this year showed that red light cameras save lives (see Status Report, Feb. 1, 2011) and noted that "Researchers looked at U.S. cities with populations over 200,000 and compared those with red light cameras to those without. In the 14 cities that had cameras in 2004-08 but didn't have them in an earlier comparison period,

automated red light enforcement saved 159 deaths. If cameras had been operating in those years at all large U.S. cities, a total of 815 deaths would have been avoided;" and

WHEREAS, the number of jurisdictions embracing automated red light safety technology has been enhanced from just 25 in 2000 to approximately 540 today; and

WHEREAS, cameras have proven to be effective at reducing red-light runners, and have been installed in almost every major city; and

WHEREAS, in New York City, where cameras have been used for more than 10 years, the City reported a 73% reduction in violations, a 41% reduction in collisions and a 35% reduction in fatalities; and

WHEREAS, according to the Federal Highway Administration, the financial cost of red light running to the public has been estimated to be in excess of 14 billion dollars; and

WHEREAS, as expressly authorized by the Florida Legislature's enactment of the Mark Wandall Traffic Safety Act in 2010, numerous jurisdictions throughout the State of Florida have implemented automated red light safety technology programs; and

WHEREAS, the City of Aventura, like many other municipalities and counties throughout the State of Florida, believes that automated red light safety technology is an effective tool for creating safer roads and reducing the number of vehicular collisions, fatalities and injuries, thereby lowering the number of insurance claims; and

WHEREAS, the City of Aventura has put in place within the City, automated red light safety technology, in order to create safer roads and reduce the number of vehicular collisions, fatalities and injuries within the City; and

WHEREAS, the City of Aventura's automated red light safety program has enhanced the respect for traffic lights and resulted in a 15% drop in car accidents throughout the city between January 2008 and August 2010, and at intersections with red light cameras, accidents

fell by as much as 60% during that period, according to statistics provided by the Aventura Police Department; and

WHEREAS, although safety and saving lives are the main reasons for our red-light camera program, reducing auto premiums should follow as our community has become a safer place to live and drive; and

WHEREAS, just as insurance companies will not hesitate to increase rates for those living near dangerous locations; there should be no hesitation to reduce the rates at safer locations, such as the City of Aventura; and

WHEREAS, the City is cognizant that the International Association of Chiefs of Police, astutely observed at their 112th Annual Conference held in Miami on September 27, 2005, in adopting a Resolution approving red-light camera systems, finding, "the use of red light camera systems can deter and reduce red light running violations by motorists, and more important, can reduce the number of crashes, injuries and deaths attributable to red-light running."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA:

Section 1. RECITALS. That the foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. REQUEST.

A. That based on the studies conducted by the Insurance Institute for Highway Safety, other statistical data, and the City's observations and experience, the City Commission of the City of Aventura respectfully urges automobile insurance providers within the State of Florida to offer a reduced rate to consumers residing in jurisdictions that utilize automated red light safety technology.

B. That automobile insurance service providers are urged to recognize that these jurisdictions should be rewarded for their efforts to make their roads safer, to save lives, and to reduce the costs, damages and injuries attributed to red light running.

Section 3. **DISTRIBUTION**. That the City Commission authorizes and directs the distribution of this Resolution to the Governor, the Florida Office of Insurance Regulation, the Florida League of Cities, the Miami-Dade County League of Cities, automobile insurance providers throughout the State of Florida, and municipalities and counties implementing or contemplating the implementation of automated red light safety technology.

Section 4. **IMPLEMENTATION**. That the City Manager is authorized to take any action which is necessary to implement the purposes of this Resolution.

Section 5. **EFFECTIVE DATE**. That this Resolution shall become effective upon its passage and adoption by the City Commission.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	_____
Commissioner Bob Diamond	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbàez Weinberg	_____
Mayor Susan Gottlieb	_____

Resolution No. 2011-__

PASSED AND ADOPTED this 1st day of November, 2011.

_____
Susan Gottlieb, Mayor

Attest:

_____
Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

_____
City Attorney

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager

DATE: October 25, 2011

SUBJECT: **Disbursement of Police Forfeiture Funds**

November 1, 2011 City Commission Meeting Agenda Item 6F

RECOMMENDATION

It is recommended that the City Commission adopt the following Motion to expend funds from the Police Forfeiture Fund:

> "Motion authorizing the appropriation of up to $29,000 to purchase new uniforms from the Police Federal Forfeiture Fund in accordance with the City Manager's memorandum".

If you have any questions, please feel free to contact me.

EMS/act

Attachment

CCO1755-11

CITY OF AVENTURA

POLICE DEPARTMENT

INTER OFFICE MEMORANDUM

TO: Eric M. Soroka, City Manager

FROM: Steven Steinberg, Chief of Police

DATE: 17 October 2011

SUBJECT: Use of Federal Forfeiture Funds

The Federal Equitable Sharing Agreement (FESA), Section VIII allows for the use of federally forfeited funds for law enforcement. Section IX, A9 of the Federal Equitable Sharing agreement requires that the funds be expended only upon request of the Chief of Police to the governing body of the municipality and approval of the governing body.

I am requesting City Commission approval for the expenditure of:

New uniforms for officers

Total Expenditure Request: $29,000

I certify that this requested expenditure complies with the FESA. This issue has also been researched by the city attorney's office who concurs that this request is in compliance with the FESA.

1. Funds will be used for an appropriate law enforcement purpose.
2. Funds are <u>not</u> being used as a normal source of revenue for the Police Department.
3. Funds were <u>not</u> considered in the adoption and approval of the budget of the Police Department.

Summary

New uniforms for officers – I am requesting to expend up to $29,000 of Federal forfeiture fund to purchase new uniforms for the agency. The current patrol uniform is a navy blue uniform that has been in use for years in law enforcement: basically dress style pants with a short sleeve shirt with front pockets; however, it lacks many features that newer uniforms offer.

We have found a vendor that offers a patrol uniform that is more conducive to the type of field work performed by patrol officers.

The new uniform offers:

- More pockets
- Teflon coating to repel rain
- Bellows in the shirts for better ventilation and movement
- More comfort in hot weather
- Embroidered badge to replace a metal badge. Metal badges have been known to be ripped off by subjects during arrest
- Wash and wear

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager

DATE: October 25, 2011

SUBJECT: **Aventura City of Excellence School – Requirements of Section 1002.33 (7)(d)(1), Florida Statues, Conflict Resolution**

November 1, 2011 City Commission Meeting Agenda Item 6-G

RECOMMENDATION

It is recommended that the City Commission acting in its capacity as the Governing Board of the Aventura City of Excellence School (ACES) pursuant to Section 1002.33 (7)(d)(1), Florida Statues, adopt a motion appointing the City Manager as its representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes.

BACKGROUND

The Charter School Contract between the Miami-Dade County School Board and the City on behalf of the Aventura City of Excellence School established a Conflict Resolution procedure that states "All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its City Manager."

Recent revisions to the State Statues regarding Charter Schools, requires each charter school's governing board to appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes.

In order to be consistent with current policy and the Charter School Contract it is recommended that the City Commission acting in its capacity as the Governing Board of ACES adopt a motion appointing the City Manager as its representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes.

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

EMS/act

Attachment

CITY OF AVENTURA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM
City Manager

BY: Joanne Carr, AICP
Community Development Director

DATE: October 26, 2011

SUBJECT: Request of Miami-Dade County Public Library System for extension of time to obtain a building permit for the Northeast Public Library Branch at 2930 Aventura Boulevard (01-VAR-11 EXT)

November 1, 2011 City Commission Meeting Agenda Item 6 H

RECOMMENDATION

It is recommended that the City Commission approve a motion to extend the time to obtain a building permit for the construction of the new Northeast Public Library Branch for a further sixty (60) days from November 4, 2011 to January 4, 2012.

THE REQUEST

The applicant, Miami-Dade Public Library System, is requesting approval of a motion to extend the time to obtain a building permit for the Northeast Public Library Branch at 2930 Aventura Boulevard approved by Resolution No. 2010-28 adopted on May 4, 2010.

BACKGROUND

OWNER OF PROPERTY Dade County

APPLICANT Julio E. Castro, Library Capital Development Co-ordinator, Miami-Dade Public Library System

ADDRESS OF PROPERTY	2930 Aventura Boulevard
LEGAL DESCRIPTION	Part Tract G, Aventura Second Addition, according to the plat recorded in Plat Book 99, Page 21, Public Records of Miami-Dade County, Florida
ZONING	B2 Community Business District

The Site – The site is located on the south side of Aventura Boulevard at NE 29 Avenue with a municipal address of 2930 Aventura Boulevard, City of Aventura. It is bounded by the Miami-Dade Fire Rescue station to the west, a retail plaza to the east, Aventura Boulevard to the north and the Aventura Mall property to the south.

The Project – The applicant was granted variance approval by Resolution No. 2010-28 adopted by the City Commission on May 4, 2010 to allow 42 parking spaces where 79 parking spaces are required by City Code. One of the conditions of approval of the variance was that ...

"Permits shall be obtained within twelve (12) months of the date of the Resolution or the approvals granted shall be deemed null and void unless extended by a motion of the City Commission."

The twelve month time limit expired on May 4, 2011. At the request of the County, a motion to extend the time for a further six months to November 4, 2011 was approved by the City Commission at its April 5, 2011 meeting.

On October 6, 2011, a representative from the County provided a project chronology to staff and requested a further extension of the parking variance approval, from November 4, 2011 to May 4, 2012. To summarize, as of October 6, bids had been opened and evaluated. The County had chosen a contractor, but the second lowest bidder was expected to challenge the winning bid. County staff advised that this may delay the final award of the bid. County staff also advised that the new County Mayor had requested a hold on all GOB projects so he could review project budgets.

City staff is now advised by County staff that the hold on this project has been lifted and the bid has been awarded, but may yet be challenged. In an abundance of caution in case the permit is not physically issued before November 4, 2011, County staff has requested a further six month extension of the parking variance approval.

Rather than the six month extension requested, City staff is recommending approval of a sixty (60) day extension of time to obtain a building permit from November 4, 2011 to January 4, 2012.

AGENDA ITEM 6-I

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ENDORSING THE EFFORTS OF THE GENERAL CONSULATES OF COLOMBIA, COSTA RICA, EL SALVADOR, ECUADOR, HONDURAS, MEXICO AND PERU SUPPORTING BINATIONAL HEALTH WEEKS TO IMPROVE THE HEALTH AND WELL-BEING OF UNDERSERVED POPULATIONS OF LATIN AMERICAN ORIGIN LIVING IN THE UNITED STATES AND CANADA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Binational Health Weeks ("BHW") has become one of the largest mobilization efforts in the Americas to improve the health and well-being of underserved populations of Latin American origin living in the United States and Canada; and

WHEREAS, BHW encompasses an annual series of health promotions and health education activities that include workshops, insurance referrals, medical screenings and the promotion of awareness among the Latino community on the topics of cancer, stroke, A(H1N1) virus, green initiatives, HIV and Aids; and

WHEREAS, the 11th Binational Health Weeks events will take place from October 1 – 22, 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, THAT:

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

Section 2. The City Commission endorses the efforts of the General Consulates of Colombia, Costa Rica, El Salvador, Ecuador, Honduras, Mexico and Peru in organizing the 11th Binational Health Weeks.

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

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach ___
Commissioner Bob Diamond ___
Commissioner Teri Holzberg ___
Commissioner Billy Joel ___
Commissioner Michael Stern ___

Commissioner Luz Urbáez Weinberg ___
Mayor Susan Gottlieb ___

PASSED AND ADOPTED this 1st day of November, 2011.

_____
SUSAN GOTTLIEB, MAYOR

ATTEST:

_____
TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

CITY OF AVENTURA

FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager

BY: Brian K. Raducci, Finance Director

DATE: October 25, 2011

SUBJECT: **End of Year Budget Amending Ordinance – FY 2010/11**

1st Reading November 1, 2011 City Commission Meeting Agenda Item 8A
2nd Reading January 3, 2012 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission approve the attached ordinance amending the FY 2010/11 budget.

BACKGROUND

As you are aware, the Finance Department is preparing the City's official books and records for the upcoming FY 2010/11 year-end audit. Now that most of our year-end adjustments have been posted, we have the necessary information to formally amend the FY 2010/11 budget. This "clean up" amendment is a normal part of our year-end fiscal operations and is prepared to ensure that the "final" adopted budget contains sufficient appropriations to satisfy all actual expenditures.

This Ordinance will appear on the November 2011 and January 2012 agendas to comply with, Section 166.241 (3) of the Florida Statutes. Although this section requires all budget amendments be made "within up to 60 days following the end of the fiscal year," we will be unable to have the ordinance on second reading until January 2012 as there is no December meeting. This process is consistent with the City's past practice as the Ordinance will appear on first reading prior to the November 29, 2011 deadline.

We are only required to amend budgets when a Department's total budget has been exceeded. In all cases, we will only amend the specific expenditure accounts that are primarily responsible for the amendment and in some cases, associated revenues may be increased to justify the overage in expenditures. Listed below is a summary of the amendments for the City's General Fund, by department and the circumstances that support each recommendation.

General Fund – (001) – ($1,125,000 net increase)

Community Development (4001) – ($1,025,000 increase)

3101 – Building Inspection Services
Requires a budget amendment primarily due an overage of approximately $700,000 in Building Inspection Services due to higher than anticipated activity experienced during the year. This overage will be offset by $700,000 in additional Building Permit revenue (3221000).

3190 – Prof. Services
Requires a budget amendment primarily due an overage of approximately $325,000 in Intersection Safety Camera Program processing costs due to higher than anticipated activity experienced during the year. This overage will be offset by $325,000 in additional Intersection Safety Camera Program revenue (3542000).

Non-Departmental – Transfers (9001) – ($100,000 increase)

9118 – Transfer to Charter School Fund
Requires a budget amendment due to the planned transfer of $100,000 of the City's Intersection Safety Camera Program Revenue to the Charter School Fund to assist with funding the Charter School Fund. This overage will be offset by $100,000 in additional Intersection Safety Camera Program revenue (3542000).

Capital Outlay – ($95,000 "Reallocation" no net change)

Community Services (8050) 6341 – Transportation System Improve.
Requires a budget amendment of $95,000 due to some unexpected utility complexities that were encountered as it related to the NE 191st Street/Biscayne Blvd. Improvements Project.

Non-Departmental (8090) 6999 – Capital Reserve
The overage described directly above related to the utility complexities will be offset by a corresponding decrease of $95,000 in the General Fund Capital Reserve (6999) budgeted funds.

The budget amendments outlined above, are expected to have little to no impact on the FY 2010/11 overall budget or carryover that was utilized in the preparation of the FY 2011/12 budget. Based on this analysis, I recommend approval of the attached Ordinance.

CITY OF AVENTURA
GENERAL FUND 001
FY 2010/11 BUDGET AMENDMENT

REVENUES

OBJECT CODE NO.	CATEGORY	2010/11 ADOPTED AMOUNT	2010/11 AMENDED AMOUNT	2010/11 REVISED BUDGET
3221000	Building Permits	$ 700,000	$ 700,000	$ 1,400,000
3542000	Red Light Violations	550,000	425,000	975,000
	Total Revenue	$ 1,250,000	$ 1,125,000	$ 2,375,000
	TOTAL AMENDMENTS - REVENUE		$ 1,125,000	

EXPENDITURES

OBJECT CODE NO.	CATEGORY	2010/11 ADOPTED AMOUNT	2010/11 AMENDED AMOUNT	2010/11 REVISED BUDGET
	COMMUNITY DEVELOPMENT (4001)			
	CONTRACTUAL SERVICES			
3101	Building Inspection Services	$ 480,000	$ 700,000	$ 1,180,000
3190	Prof. Services	200,000	325,000	525,000
	Total Community Development	$ 680,000	$ 1,025,000	$ 1,705,000
	NON-DEPARTMENTAL - TRANSFERS (9001)			
	TRANSFERS			
9118	Transfer to Charter School Fund	$ -	$ 100,000	$ 100,000
	Total Transfers	$ -	$ 100,000	$ 100,000
	CAPITAL OUTLAY - (80XX)			
	Community Services - 50-541			
6341	Transportation System Improve.	$ 285,000	$ 95,000	$ 380,000
	Non-Departmental - 90-590			
6999	Capital Reserve	15,193,488	(95,000)	15,098,488
	Total Capital Outlay	$ 15,478,488	$ -	$ 15,478,488
	TOTAL AMENDMENTS - EXPENDITURES		$ 1,125,000	

ORDINANCE NO. 2012-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2010-10 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2010/2011 FISCAL YEAR BY REVISING THE 2010/2011 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the City and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2010/2011 Operating and Capital Budget as set forth in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:

Section 1. The recitals contained in the preamble to this Ordinance are incorporated by reference herein.

Section 2. The City Commission hereby authorizes the amendment of Ordinance No. 2010-10, which Ordinance adopted a budget for the 2010/2011 fiscal year, by revising the 2010/2011 budget as set forth on the attached Exhibit "A" which exhibits are deemed incorporated by reference as though set forth in full herein.

Section 3. The City Manager is hereby authorized to do all things necessary to carry out the aims of this Ordinance.

Section 4. **Effective Date**. This Ordinance shall be effective immediately upon adoption on second reading and shall be applicable retroactively from and after October 1, 2010.

The foregoing Ordinance was offered by Commissioner ____, who moved its adoption on first reading. This motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	___
Commissioner Bob Diamond	___
Commissioner Teri Holzberg	___
Commissioner Billy Joel	___
Commissioner Michael Stern	___
Commissioner Luz Urbaez Weinberg	___
Mayor Susan Gottlieb	___

The foregoing Ordinance was offered by Commissioner ___, who moved its adoption on second reading. This motion was seconded by Commissioner ___, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	___
Commissioner Bob Diamond	___
Commissioner Teri Holzberg	___
Commissioner Billy Joel	___
Commissioner Michael Stern	___
Commissioner Luz Urbaez Weinberg	___
Mayor Susan Gottlieb	___

PASSED AND ADOPTED on first reading this 1st day of November, 2011.

PASSED AND ADOPTED on second reading this 3rd day of January, 2012.

_____
SUSAN GOTTLIEB, MAYOR

_____
TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____
CITY ATTORNEY

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

FROM: Eric M. Soroka, ICMA-CM, City Manager

DATE: October 14, 2011

SUBJECT: **Ordinance Amending 2011/12 Charter School Fund Budget**

1st Reading November 1, 2011 City Commission Meeting Agenda Item 8B
2nd Reading November 17, 2011 City Commission Meeting Agenda Item _____

RECOMMENDATION

It is recommended that the City Commission approve the attached Ordinance amending the 2011/12 Charter School Fund Budget. The total amount of the amendment is $291,000.

BACKGROUND

The attached document has been prepared to address revenue reductions imposed by the State to balance the State Budget. Section 4.07 of the City Charter provides the " If at any time during the fiscal year, it appears probable to the Manager that the revenues available will be insufficient to the meet the amounts appropriated, he shall report to the Commission without delay, indicating the estimated amounts of the deficit and his recommendation as to the remedial action to be taken"

At the time the Commission reviewed the Charter School Budget, I had advised the Commission that the State's budget was not finalized and although we anticipated a loss of revenue, we did not know the full impact and we would need to review after the first quarter of the new fiscal year. Since the beginning of the new fiscal year on July 1, we have been monitoring the revenues from the State that fund the Charter School Budget. Based on our meetings with the School Board staff after the State budget was passed, I reported that it appeared that the revenues would be $300,000 less than what was budgeted. Now that the first quarter of the year is complete, the estimates confirm the $300,000 figure.

Attached is a budget amendment that includes the recommended action to resolve the $300,000 loss. These amendments do not affect the classroom or impact any of the

programs provided at the school. A large portion ($206,000) of the expenditure reduction is associated with lower than expected health insurance premiums.

REVENUES

1. Recognizes $306,000 loss in State funding imposed by the State Legislature.

2. Recognizes additional $5,000 from Misc. Revenues.

3. Recognizes $10,000 additional allocation from reserve funds to partially offset the loss of State funding.

EXPENDITURES

1. Reduces health Insurance expenditures by $206,000 due to lower than expected health insurance premiums.

2. Eliminates part time vacant position of Special Projects Coordinator.

3. Recognizes $12,000 savings based on Charter School USA agreeing to freeze its Management Fee.

4. Lower than anticipated costs associated with computer equipment purchases resulted in a cost savings of $25,000.

5. The Contingency amount was decreased by $35,000.

As always, we will continue to closely monitor the budget throughout the fiscal year.

If you have any questions, please feel free to contact me.

EMS/act

Attachment

EXHIBIT A

Budget Amendments
CHARTER SCHOOL FUND 190

OBJECT CODE	CATEGORY	2011/12 ADOPTED BUDGET	2011/12 AMENDED AMOUNT	2011/12 REVISED BUDGET
Revenues				
	State Shared Revenues			
3359100	Florida Education Finance Program	5,832,000	(306,000)	5,526,000
	SUBTOTAL	$ 5,832,000	$ (306,000)	$ 5,526,000
	Misc. Income			
3661900	Misc. Revenues	$ 110,000	$ 5,000	$ 115,000
3999000	Beginning Surplus	399,935	10,000	409,935
	SUBTOTAL	$ 509,935	$ 15,000	$ 524,935
Total Amendments-Revenues			$ (291,000)	
Expenditures				
	K-3			
2301	Health	$ 179,055	$ (86,000)	$ 93,055
	SUBTOTAL	$ 179,055	$ (86,000)	$ 93,055
	4 to 8			
2301	Health	$ 210,733	$ (120,000)	$ 90,733
	SUBTOTAL	$ 210,733	$ (120,000)	$ 90,733
	School Admin			
1260	Other Support Personnel	$ 202,342	$ (13,000)	$ 189,342
	SUBTOTAL	$ 202,342	$ (13,000)	$ 189,342
	Operation of Plant			
3148	Planning/Management Fee -CSUSA	$ 336,000	$ (12,000)	$ 324,000
5901	Contingency	100,000	$ (35,000)	$ 65,000
	SUBTOTAL	$ 436,000	$ (47,000)	$ 389,000
	Capital Outlay			
6402	Computer Equipment	$ 100,500	$ (25,000)	$ 75,500
	SUBTOTAL	$ 100,500	$ (25,000)	$ 75,500
Total Amendments-Expenditures			$ (291,000)	

ORDINANCE NO. 2012-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2011-05, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2011/2012 (JULY 1 – JUNE 30) BY REVISING THE 2011/2012 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Aventura City of Excellence School and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2011/2012 Operating and Capital Budget of the Aventura City of Excellence School as set forth in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:

Section 1. The recitals contained in the preamble to this Ordinance are incorporated by reference herein.

Section 2. The City Commission hereby authorizes the amendment of Ordinance No. 2011-05, which Ordinance adopted a budget for the 2011/2012 fiscal year for the Aventura City of Excellence School by revising the 2011/2012 budget as

set forth on the attached Exhibit "A", which exhibit is deemed incorporated by reference as though set forth in full herein.

Section 3. The City Manager is hereby authorized to do all things necessary to carry out the aims of this Ordinance.

Section 4. **Effective Date**. This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption on first reading. This motion was seconded by Commissioner ____, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	___
Commissioner Bob Diamond	___
Commissioner Teri Holzberg	___
Commissioner Billy Joel	___
Commissioner Michael Stern	___
Commissioner Luz Urbaez Weinberg	___
Mayor Susan Gottlieb	___

The foregoing Ordinance was offered by Commissioner ____, who moved its adoption on second reading. This motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	___
Commissioner Bob Diamond	___
Commissioner Teri Holzberg	___
Commissioner Billy Joel	___
Commissioner Michael Stern	___
Commissioner Luz Urbaez Weinberg	___
Mayor Susan Gottlieb	___

PASSED AND ADOPTED on first reading this 1st day November, 2011.

PASSED AND ADOPTED on second reading this 3rd day of January, 2012.

_____
SUSAN GOTTLIEB, MAYOR

ATTEST:

_____
TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

_____
CITY ATTORNEY