

**City Commission**  
Enid Weisman, Mayor

Enbar Cohen  
Teri Holzberg  
Denise Landman  
Marc Narotsky  
Robert Shelley  
Howard Weinberg

# The City of Aventura



**City Manager**  
Eric M. Soroka, ICMA-CM

**City Clerk**  
Ellisa L. Horvath, MMC

**City Attorney**  
Weiss Serota Helfman  
Cole Bierman & Popok

## **CITY COMMISSION REVISED MEETING AGENDA NOVEMBER 12, 2014 - 6 PM**

Government Center  
19200 West Country Club Drive  
Aventura, Florida 33180

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **ELECTION OF VICE MAYOR**
4. **AGENDA:** Request for Deletions/Emergency Additions
5. **SPECIAL PRESENTATIONS:** Employee Service Awards

**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. If the public wishes to speak on a matter on the consent agenda they must inform the City Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.

**A. APPROVAL OF MINUTES:**

**OCTOBER 7, 2014 COMMISSION MEETING**

**B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; 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 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 \$3,973 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.**

- D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND INDIAN CREEK VILLAGE FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
- E. MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$60,000 FOR CIU WORKSTATIONS, INTERVIEW RECORDING SYSTEM, CRIME PREVENTION SCHOLARSHIP AND K-9 TRAINING EQUIPMENT FROM THE FEDERAL POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.
- F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND MIAMI SHORES VILLAGE FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
- G. MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$63,000 FOR P25 RADIO SYSTEM CRASH KIT FROM THE FEDERAL POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.
- H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE APPOINTMENT BY THE COMMISSION OF ONE OF ITS APPOINTEES TO THE BOARD OF TRUSTEES OF THE POLICE OFFICERS' RETIREMENT PLAN TO FILL A VACANCY; AND PROVIDING AN EFFECTIVE DATE.

THE  
APPLICANT  
HAS  
REQUESTED  
THAT THIS  
ITEM BE  
WITHDRAWN  
FROM THE  
AGENDA

**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.

**THE  
APPLICANT  
HAS  
REQUESTED  
THAT THIS  
ITEM BE  
WITHDRAWN  
FROM THE  
AGENDA**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA CONCERNING A REQUEST TO AMEND RESOLUTION NO. 98-77 TO REMOVE CONDITION 3. THEREBY DELETING THE REQUIREMENT FOR A SIDEWALK ON BOTH SIDES OF THE STREET UNDER CERTAIN CIRCUMSTANCES, FOR PROPERTY LOCATED EAST OF WILLIAMS ISLAND ON THE SOUTHERNMOST ISLAND IN DUMFOUNDLING BAY KNOWN AS "ISLAND ESTATES", CITY OF AVENTURA MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2013-09 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2013/2014 FISCAL YEAR BY REVISING THE 2013/2014 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.**

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

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

**11. REPORTS**

**12. PUBLIC COMMENTS**

**13. OTHER BUSINESS: None**

**14. ADJOURNMENT**

**FUTURE MEETINGS**

**COMMISSION WORKSHOP - NOVEMBER 20, 2014 AT 9 AM  
EXECUTIVE CONFERENCE ROOM (5<sup>TH</sup> FLOOR)**

**COMMISSION MEETING - JANUARY 6, 2015 AT 6 PM  
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.



**CITY COMMISSION  
REGULAR MEETING MINUTES  
OCTOBER 7, 2014 AT 6 P.M.**

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

1. **CALL TO ORDER/ROLL CALL:** The meeting was called to order by Mayor Susan Gottlieb at 6:13 p.m. immediately following the 6 p.m. Local Planning Agency meeting. Present were Commissioners Enbar Cohen, Teri Holzberg, Michael Stern, Howard Weinberg, Luz Urbàez Weinberg, Vice Mayor Billy Joel, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk Teresa M. Soroka and City Attorney David Wolpin. As a quorum was determined to be present, the meeting commenced.

2. **PLEDGE OF ALLEGIANCE:** Led by Mayor Gottlieb, Vice Mayor Joel and Commissioners Stern and Luz Weinberg.

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

4. **SPECIAL PRESENTATIONS:** Mr. Soroka presented a fifteen year employee service award to Police Department Ernest Long.

On behalf of the City Commission, Mayor Gottlieb presented a watch to retiring City Clerk Teresa M. Soroka and acknowledged her 19 years of service as the first and only City Clerk of the City of Aventura.

5. **CONSENT AGENDA:** There were no requests from the public to address the Commission. A motion to approve the Consent Agenda was offered by Vice Mayor Joel, seconded by Commissioner Luz Weinberg, passed unanimously by roll call vote and the following action was taken:

A. The following minutes were approved:

September 2, 2014 Commission Meeting  
September 8, 2014 Commission Meeting/1<sup>st</sup> Budget  
September 17, 2014 Commission Meeting/2<sup>nd</sup> Budget  
September 18, 2014 Special Meeting  
September 18, 2014 Workshop Meeting

B. **Resolution No. 2014-46** 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. 01-0103-185 FOR PROFESSIONAL DESIGN SERVICES FOR THE NE 29<sup>TH</sup> PLACE NORTH DRAINAGE AND ROAD RESURFACING IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.**

- C. **Resolution No. 2014-47** 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. 01-0103-189 FOR PROFESSIONAL DESIGN SERVICES FOR THE NE 29<sup>TH</sup> PLACE SOUTH DRAINAGE AND STREET LIGHTING IMPROVEMENTS PROJECT BY AND BETWEEN THE CITY OF AVENTURA AND CRAVEN THOMPSON AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.**

- D. **Resolution No. 2014-48** was adopted as follows

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE EXTENSION OF THE GREEN MARKET HELD IN FOUNDERS PARK SOUTH FROM OCTOBER 12, 2014 TO MAY 31, 2015; AUTHORIZING THE CITY MANAGER TO ISSUE A SPECIAL EVENT PERMIT TO WHODUZ, INC., BASED ON THE CONDITIONS CONTAINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

- E. **Resolution No. 2014-49** was adopted as follows

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE CITY OF NORTH MIAMI BEACH FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- F. **Resolution No. 2014-50** was adopted as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED SERVICES AGREEMENT FOR PARK DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES BETWEEN BERMELLO, AJAMIL & PARTNERS, INC. AND THE CITY OF AVENTURA FOR THE NE 188 STREET PARK PROJECT; AUTHORIZING MASTER PLAN PHASE I SERVICES IN THE AMOUNT OF \$22,772; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

G. Resolution No. 2014-51 was adopted as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 14-09-15-2, MUNICIPAL TRANSIT SERVICES, TO LIMOUSINES OF SOUTH FLORIDA, INC. AT THE BID PRICE OF \$821,016.00 AUTHORIZING THE CITY MANAGER TO EXECUTE ASSOCIATED CONTRACTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY AND EXPEDIENT ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID BID AWARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

H. Resolution No. 2014-52 was adopted as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE VILLAGE OF BAL HARBOUR FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR 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.

A. Mr. Wolpin read the following resolution by title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA MODIFYING CONDITION 5) OF THE APPROVAL GRANTED THROUGH RESOLUTION NO. 2003-06 PASSED JANUARY 1, 2003, AS AMENDED BY RESOLUTION NO. 2005-70 AND RESOLUTION NO. 2007-23, TO EXTEND THE EXPIRY DATE OF THE VARIANCE APPROVAL FROM JANUARY 6, 2015 TO JANUARY 6, 2020 FOR THE COMMERCIAL ADVERTISING SIGN LOCATED AT THE SOUTHWEST CORNER OF BISCAYNE BOULEVARD AND NE 203 STREET (IVES DAIRY ROAD), CITY OF AVENTURA, ON PROPERTY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**

Community Development Director Joanne Carr addressed the Commission and explained the request. A motion for approval was offered by Commissioner Holzberg, and seconded by Commissioner Stern. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Resolution No. 2014-53** was adopted.

**B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA MODIFYING CONDITION 1. OF SECTION 1. OF RESOLUTION NO. 2014-19 PASSED ON APRIL 1, 2014, REGARDING TIME LIMITS FOR OBTAINING BUILDING PERMITS, FOR PROPERTY LOCATED ON THE SOUTH SIDE OF NE 207 STREET BETWEEN NE 29 AVENUE AND NE 30 AVENUE, CITY OF AVENTURA; PROVIDING FOR AN EFFECTIVE DATE.**

Ms. Carr addressed the Commission and explained the request. A motion for approval was offered by Commissioner Luz Weinberg, and seconded by Commissioner Howard Weinberg. Mayor Gottlieb opened the public hearing. The following individuals addressed the Commission: Mickey Marrero, Esq., Bercow & Radell, 200 S. Biscayne Blvd., representing the applicant. There being no further speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Resolution No. 2014-54** was adopted.

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

**8. ORDINANCES: SECOND READING/PUBLIC HEARING:**

**A. Mr. Wolpin read the following ordinance by title:**

**AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 31-144(C), COMMUNITY BUSINESS DISTRICT, SUBSECTION c)(5)b. TO PROVIDE FOR INTERNAL CONSISTENCY AND CROSS-REFERENCE RELATED TO HEIGHT OF SHOPPING CENTER BUILDINGS; AMENDING SECTION 31-144(C), COMMUNITY BUSINESS DISTRICT, SUBSECTION c)(1)t. TO PROVIDE FOR INTERNAL CONSISTENCY AND CROSS-REFERENCE RELATED TO PET SHOPS; AMENDING CHAPTER 4, ALCOHOLIC BEVERAGES, SUBSECTION (e)(2) OF SECTION 4-2 TO CLARIFY EXEMPTION FOR DINING ROOMS AND RESTAURANTS; AMENDMENT TO SECTION 31-234, OUTDOOR LIGHTING STANDARDS, TO PROVIDE CONSISTENCY WITH THE MIAMI-DADE COUNTY CODE OF ORDINANCES AND AMENDING SECTION 31-221, LANDSCAPING REQUIREMENTS, TO PROVIDE CONSISTENCY WITH THE MIAMI-DADE COUNTY CODE OF ORDINANCES AND TO INCREASE THE MINIMUM HEIGHT OF TREES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Commissioner Cohen and seconded by Commissioner Holzberg. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Ordinance No. 2014-13** was enacted.

B. Mr. Wolpin read the following ordinance by title:

**AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE 2014 EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE CITY OF AVENTURA COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL TO REVIEW AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Commissioner Cohen and seconded by Vice Mayor Joel. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously by roll call vote and **Ordinance No. 2014-14** was enacted.

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

10. **REPORTS:** As presented.

11. **PUBLIC COMMENTS:** Bob Burroughs; Arthur Barr; Denise Landman; and Sandra Joel addressed the Commission

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 7:15 p.m.

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Ellisa L. Horvath, MMC, City Clerk  
/tms

Approved by the Commission on November 12, 2014.

**CITY OF AVENTURA**

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: October 8, 2014

SUBJECT: **Resolution Declaring Equipment Surplus**

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**November 12, 2014 Commission Meeting Agenda Item 6-B**

**RECOMMENDATION**

It is recommended that the City Commission adopt the attached Resolution declaring certain equipment as surplus to the needs of the City.

**BACKGROUND**

Section 2-258 of the City Code of Ordinances provides that any property owned by the City which has become obsolete or which has outlived its usefulness may be disposed of in accordance with procedures established by the City Manager, so long as the property has been declared surplus by a resolution of the City Commission.

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

EMS/act

Attachment

RESOLUTION NO. 2014-\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; 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 Manager desires to declare certain property as surplus to the needs of the City; and

WHEREAS, Ordinance No. 2000-09 provides that all City-owned property that has been declared surplus cannot be disposed of prior to the preparation and formal approval of a resolution by the City Commission.

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

**Section 1. Recitals Adopted.** The above recitals are hereby confirmed and adopted herein.

**Section 2.** The property listed on Exhibit "A" has been declared surplus and is hereby approved for disposal.

**Section 3.** The City Manager is authorized to dispose of the property listed on Exhibit "A" through a public auction, sale, trade-in, transfer to other governmental agency or, if of no value, discarded.

**Section 4.** The City Manager is hereby authorized to do all things necessary to carry out the aims of this Resolution.

**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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Mayor Enid Weisman	_____

**PASSED AND ADOPTED** this 12<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
MAYOR ENID WEISMAN

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF AVENTURA  
POLICE DEPARTMENT  
INTER OFFICE MEMORANDUM**

**TO:** Eric M. Soroka, City Manager  
**FROM:** ~~Steven Steinberg, Chief of Police~~  
**DATE:** 8 October 2014  
**SUBJECT:** Surplus Property

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I would like to have the attached listed items, owned by the City of Aventura, declared Surplus Property as per City of Aventura APDP, Chapter 6, Subsection 5, Page 1, as these items have become inadequate for public purposes:

Vacuum is a J/E Adams model # 8105 -- serial # 63213

Air/Water dispenser is a DURO model # ET300A -- serial # 2/005

These items are no longer serviceable and have been replaced with new equipment.

**CITY OF AVENTURA  
POLICE DEPARTMENT  
INTER OFFICE MEMORANDUM**

**TO:** Eric M. Soroka, City Manager  
**FROM:** ~~Steven Steinberg, Chief of Police~~

**DATE:** 3 October 2014

**SUBJECT:** Surplus Property

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I would like to have the attached listed items, owned by the City of Aventura, declared Surplus Property as per City of Aventura APDP, Chapter 6, Subsection 5, Page 1, as these items have become inadequate for public purposes:

Please surplus the below list of Colt AR 15, Model 6920 rifles:

Colt	AR-15	LGC034997
Colt	AR-15	LGC035772
Colt	AR-15	LGC039829
Colt	AR-15	LGC039839
Colt	AR-15	LGC039888
Colt	AR-15	LGC039890
Colt	AR-15	LGC039906
Colt	AR-15	LGC039909
Colt	AR-15	LGC039914
Colt	AR-15	LGC039921
Colt	AR-15	LGC039926
Colt	AR-15	LGC039933
Colt	AR-15	LGC039970
Colt	AR-15	LGC040190
Colt	AR-15	LGC040623
Colt	AR-15	LGC040633
Colt	AR-15	LGC040723
Colt	AR-15	LGC040726
Colt	AR-15	LGC040731
Colt	AR-15	LGC040751
Colt	AR-15	LGC040762
Colt	AR-15	LGC040859
Colt	AR-15	LGC040862
Colt	AR-15	LGC040868
Colt	AR-15	LGC040951

Colt	AR-15	LGC040958
Colt	AR-15	LGC040980
Colt	AR-15	LGC040984
Colt	AR-15	LGC040987
Colt	AR-15	LGC041007
Colt	AR-15	LGC043388
Colt	AR-15	LGC043390
Colt	AR-15	LGC043391
Colt	AR-15	LGC043452
Colt	AR-15	LGC043475
Colt	AR-15	LGC043482
Colt	AR-15	LGC043492
Colt	AR-15	LGC043493
Colt	AR-15	LGC043514
Colt	AR-15	LGC043536
Colt	AR-15	LGC043559
Colt	AR-15	LGC043606
Colt	AR-15	LGC043614
Colt	AR-15	LGC045875
Colt	AR-15	LGC045898
Colt	AR-15	LGC046010
Colt	AR-15	LGC046036
Colt	AR-15	LGC046044
Colt	AR-15	LGC046158
Colt	AR-15	LGC046193

**CITY OF AVENTURA  
POLICE DEPARTMENT  
INTER OFFICE MEMORANDUM**

**TO:** Eric M. Soroka, City Manager  
**FROM:** ~~Steven Steinberg, Chief of Police~~  
**DATE:** 13 October 2014  
**SUBJECT:** Surplus Property

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I would like to have the attached listed items, owned by the City of Aventura, declared Surplus Property as per City of Aventura APDP, Chapter 6, Subsection 5, Page 1, as these items have become inadequate for public purposes:

Please surplus the below list of Colt AR 15, Model 6520 rifles:

Colt	AR-15 LE6520	LGC038441
Colt	AR-15 LE6520	LGC039899
Colt	AR-15 LE6520	LGC040753
Colt	AR-15 LE6520	LGC043471
Colt	AR-15 LE6520	LGC043516
Colt	AR-15 LE6520	LGC043568
Colt	AR-15 LE6520	LGC043609
Colt	AR-15 LE6520	LGC045910
Colt	AR-15 LE6520	LGC045992

**CITY OF AVENTURA**

**INFORMATION TECHNOLOGY DEPARTMENT**

**MEMORANDUM**

TO: Eric M. Soroka, City Manager  
FROM: Karen J. Lanke, Information Technology Director  
DATE: October 29, 2014  
SUBJECT: Surplus Computer Equipment

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I am requesting that the computer equipment listed on the attached spreadsheet be declared surplus property as the equipment no longer meets the needs of the City.

Please let me know if you have any questions regarding this request.

Attachment

**City of Aventura  
Computer Equipment Inventory**

**Exhibit A**

<b>Brand</b>	<b>Model</b>	<b>Qty</b>	<b>Serial Number</b>	<b>Type</b>
Dell	Optiplex 760	1	G2S4WK1	Desktop
Dell	Optiplex 760	1	G2S4WK1	Desktop
Dell	Optiplex GX620	1	9NBLV71	Desktop
Dell	Optiplex 755	1	2SNQGH1	Desktop
Dell	Optiplex 780	1	3RYLKN1	Desktop
Dell	Latitude E6410	1	5WP4SM1	Laptop
Dell	Latitude E6410	1	40Q4SM1	Laptop
Dell	Latitude E6400 XFR	1	9N13WN1	Laptop
Dell	Latitude E6420	1	FGWP3R1	Laptop
Dell	Latitude E6420	1	FBWP3R1	Laptop
Dell	Latitude E6420	1	89WP3R1	Laptop
Dell	Latitude E6420	1	C8WP3R1	Laptop
Dell	Latitude E6410	1	12R4SM1	Laptop
Dell	Latitude E6410	1	5XP4SM1	Laptop
Dell	Latitude E6410	1	DXP4SM1	Laptop
Dell	Latitude E6420	1	64WP3R1	Laptop
Dell	Latitude E6410	1	6HQ3SM1	Laptop
Dell	Latitude E6410	1	9TP4SM1	Laptop
Dell	Latitude E6410	1	BBQ4SM1	Laptop
Dell	Latitude E6410	1	1VP4SM1	Laptop
Dell	Latitude E6410	1	5VP4SM1	Laptop
APC	Back-UPS RS 800	4		UPS
HP	PE1227	1	CNCHF0V282	Monitor
Dell	1504FP	1	MX-05R108-47605-369-AYDC	Monitor
HP	Deskjet 6127	1	MY4AD4B1HY	Printer
HP	Deskjet 6940	1	MY6828R172	Printer
HP	Deskjet 6940	1	MY73F9R3Y5	Printer
HP	Deskjet 6940	1	MY67C8R0VJ	Printer
HP	Deskjet 952C	1	MY0BM1F382	Printer
HP	OfficeJet J6480	1	MY85L115KR	Printer
APC	SUA1500RM2U	1	AS0726131293	UPS
Dell	1707FPt	1	CN-0CC280-71618-64J-BFUG	Monitor
Intertel	Basic Digital Terminal	1	0U70C7091A9	Phone
Sony	PCG-9D1L	1	28340830 3703186	Laptop
Miscellaneous	Box of keyboards, mice and cables	1		

**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: October 20, 2014

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

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**November 12, 2014 City Commission Meeting Agenda Item 6-C**

**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 \$3,973 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

RESOLUTION NO. 2014-\_\_

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 \$3,973 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 \$3,973 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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Mayor Enid Weisman	_____

PASSED AND ADOPTED this 12<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
MAYOR ENID WEISMAN

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

Aventura

FY 2015

Edward Byrne  
Memorial Justice  
Assistance Grant  
(JAG)

Contract

# MIAMI-DADE COUNTY

## CONTRACT

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_ 2014, 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, 22<sup>th</sup> 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 may be 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 grantee for the State of Florida is authorized to contract for 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 and the recitals above which are hereby incorporated by reference, the parties hereto agree as follows:

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed \$3,973. 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. Availability of funds shall be determined in the sole discretion 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.

The Provider shall comply with any and all applicable requirements under the County's primary contract with the ultimate funding source for this Agreement as well as with any guidance received by the County at any time from the agency providing the County with funding for this Agreement.

**III. EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2014 through July 31, 2015.**

**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, as may be amended from time to time, as well as with Chapter 11D-9 of the Florida Administrative Code, and all applicable federal, state and local laws, regulations and policies. 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 Project 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.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 943, 984, 985, 1012 and 435, Florida Statutes, and Section 943.04351, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer directly with or in the vicinity of vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees, volunteers, subcontractors and independent contractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with or in the vicinity of vulnerable persons. The Provider shall also comply with Section 943.059, Florida Statutes, regarding court-ordered sealing of criminal history records, and Section 943.0585, Florida Statutes, regarding court-ordered expunction of criminal history records, as may be applicable.

The Provider agrees to ensure that employees, volunteers, subcontracted personnel and independent contractors who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers, subcontracted personnel and independent contractors, who work with vulnerable persons, satisfactorily

passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer, subcontractor or independent contractor's Level 2 or other required background screening was satisfactorily passed and completed prior to that employee, volunteer, subcontractor or independent contractor working or volunteering with or in the vicinity of a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

**XI. CONFLICT OF INTEREST.** The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County, as may be amended from time to time, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

**Nepotism.** The Provider will comply with section 112.3135 of the Florida Statutes regarding restrictions on employment of relations.

**XII. CIVIL RIGHTS AS PERTAINS TO THIS AGREEMENT.**

All parties assure that no person shall be excluded on the grounds of race, color, religion, ancestry, national origin, age, sex, pregnancy, disability, marital status, familial status or sexual orientation, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. All parties shall take all measures necessary to effectuate these assurances.

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 1964, 42 U.S.C. §2000e et seq., as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination in Employment Act of 1967, 29 U.S.C., §621 et seq., 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. §12101 et seq. which prohibits discrimination 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 (Attachment E to this Agreement) attesting that it is not in violation of the Americans with Disabilities Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §5332, and the Fair Housing Act, 42 U.S.C. §3601 et seq., as pertains to this agreement. 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 attests that if it is found in violation of any of the laws listed in the attached Affidavit by the highest applicable authority after exhausting any and all appeals or reconsideration requests, it shall take all reasonable and feasible remedial action(s) as to any such violation(s). The Provider shall comply at all times with any and all applicable laws and regulations listed in the Affidavit attached to this Agreement.

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., 22<sup>th</sup> Floor  
Miami, Florida 33128  
Attention: Frank Barriga

If to the PROVIDER:

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

**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 or default 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; (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; or (14) The Provider has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes.

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 decline to contract with the Provider in the future;

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, upon written approval of the Department. Variances greater than ten percent (10%) in any approved line item shall require a written amendment signed by both parties.

B. Recapture Funds. At the conclusion of the second quarter and upon submission of the Quarterly Performance Report and Expenditure Report, 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 which documents those steps the municipality will take in the Third Quarter to fully expend the contract by the end of the program period.

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

3. Pursuant to guidance received from the Florida Department of Law Enforcement, where the County does not anticipate the municipality will achieve full expenditures by the end of the program period, the County will recapture and rescind the anticipated unexpended amount, without a formal amendment process, and will notify the Provider in writing of the recapture amount.

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 the School Resource Officer 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. In the event that the Provider has not timely provided its Second Quarterly Expenditure Report to the County, the Mayor or chief officer of the Provider shall provide a written explanation to the County explaining the delay. The final Expenditure Report shall be submitted by August 15, 2015.

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, the cost of the proposed equipment and the size of the Provider organization. The Provider shall maintain an adequate property management system. 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 any 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 Funds under this Contract. Equipment acquired shall be used and managed by the Provider 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 at least five (5) 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 five-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 five (5) 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.

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.10701(1)(a), the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential are exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records

stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

B. Reporting Requirements.

1. Quarterly and Final 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 the Final Performance Report August 5, 2014 covering the Contract activity for the previous quarter. The Quarterly and Final Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly and Final 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 the Final Expenditure Report August 15, 2014 covering the expenditures to be reimbursed for the previous quarter. The Quarterly and Final 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 period.

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. The parties agree this contract has no intended or unintended third party beneficiaries.

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. Nothing in this contract shall be considered a waiver of sovereign immunity.

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 fifteen (15) 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.

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.

City of Aventura, Florida

By: \_\_\_\_\_  
City Mayor Date

For the City Commission,  
City of Aventura, Florida

\_\_\_\_\_, CLERK  
Attest:

By: \_\_\_\_\_  
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Mayor

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

Stephen P. Clark Center  
111 NW 1 Street  
Miami, Florida 33128

HARVEY RUVIN, CLERK  
Attest:

By: \_\_\_\_\_  
Deputy Clerk Date

## SUMMARY OF ATTACHMENTS

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

## ATTACHMENT A

### PROGRAM NARRATIVE

Jurisdiction Name: Aventura

Contact Person: Shelisa Anderson

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: 10/01/14 through 07/31/15

Program Name: AVLET2 (Aventura Learn, Evaluate,  
Take Action)

Target Population: School aged children's  
Parents

#### Problem Identification

Every day 4700 youth under age 18 try marijuana for the first time. Studies have shown that one in five 8<sup>th</sup> grade students who were surveyed indicated that they had used drugs of some type. Our own studies have shown that the drug problem is increasing in local schools with documented evidence that the use of drugs is starting at a younger age, in 2003 nearly nine out of ten twelfth graders reported marijuana being accessible by the eighth grade. By the time they finish 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; a parent's influence on the child can have dramatic results regarding the child's decision to use or continue to use drugs. It is essential that we train parents on what to look for.

#### Program Description

For the FY 2015 Grant cycle the Aventura Police propose that the School Resource Officer along with our Crime Prevention Officer continue to offer AVLET training to parents on drug abuse prevention. In addition to offering the training to parents we will expand our outreach to include more community groups and neighborhood Associations. Offering the training to a more diverse group will enable us to reach a much wider audience without changing the message that parents can make a difference in their children's lives. The AVLET Program information will also be offered to area educators who are in a unique position to identify and report possible drug abuse by our children. The classes will consist of three topics, each one being covered in detail. The three topics are as follows:

**Learn** – Parents will be learning 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** – 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 also be addressed so that parents 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 the physical and evidential signs of drug abuse: such as bloodshot eyes, hyper activity, and obsession with money which are common to abusers of various drugs. This will enable the parent to recognize even the subtle signs of abuse.

**Take Action** – Will show 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 children in a manner that

places the child on the right track. There are talking points and conversation starters that will be shared with parents to assist them in this all important phase of interaction with their child. This program will continue to be offered at our local Schools.

Jurisdiction Name: Aventura

Contact Person: Shelisa Anderson

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: 10/01/14 through 07/31/15

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

Target Population: Parents of School aged children

Required Activities	Planned Measures	Monitoring Plan
<p>Conduct 12 Drug Prevention classes for parents of school aged students.</p> <p>Provide training to approximately 1000 parents/teachers</p> <p>Provide approximately 36 hours of training</p> <p>Purchase supplies for the project including: Printed program materials, drug prevention videos, pens, book marks, key chains, and drug id slide charts. Scanner Filing Cabinet</p>	<p>The provider shall be responsible for:</p> <p>Anti-Drug &amp; Drug Prevention Classes to parents of school aged children</p> <p>Video and Multimedia presentations</p> <p>Presentations on various drug prevention topics</p>	<p>The provider is to submit the following documentation to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Program Plan and Activity Schedule</p> <p>Meeting announcements, attendance records</p> <p>Participant list and meeting attendance records</p> <p>Copies of invoices for materials purchased</p>

**PROGRAM BUDGET**

ATTACHMENT B

Jurisdiction Name: Aventura

Contact Person: Shelisa Anderson

Program Area: School Resource Officer

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

Program Name: AVLET

Program Dates: 10/01/14 - 07/31/15

**CONTRACTUAL SERVICES (FY 2015 Total)**

**\$3,973**

**Sub Category:**

**Amount**

A	Salaries and Benefits	0
B	Expenses	3,973
C	Operating Capital Outlay	
<b>Sub Category Total:</b>		<b>3,973</b>

**Budget Detail/Narrative of Sub Category Above:**

**Amount**

1	Program Materials	3,373
2	Scanner	400
3	Filing cabinet	200
4		
5		
6		
7		
8		
9		
10		

**Budget Total: 3,973**

Miami- Dade County will reimburse an amount not to exceed:                     \$3,973

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

Attachment C

Quarterly Project Performance Report

SCHOOL RESOURCE OFFICER  
Fiscal Year 2015

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 (FINAL)	July 1 - July 31	August 5

Report Number	Quarterly Period	Report Submission Date

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

- 1 Total number of individuals who received training
- 2 How many training hours were provided?
- 3 Amount of funds JAG expended on equipment and/or supplies
- 4 Number of equipment/supplies items purchased with JAG funds
- 5 Specify type of equipment/supplies purchased with JAG funds

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**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.

PRINT THIS PAGE ON YOUR LETTERHEAD  
**Edward Byrne Memorial Justice Assistance Grant Program**  
 SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS

Subgrant Number: \_\_\_\_\_  
 Name of Agency/City: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Title: \_\_\_\_\_ Claim Number: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Claim Period: \_\_\_\_\_  
 Name of Person Completing Form: \_\_\_\_\_

1. Total Federal Budget	_____	2. Amount of this Invoice	_____
3. Amount of Previous Invoices	_____	4. Remaining Budget Balance	\$0.00
		<small>(Subtract lines 2 &amp; 3 from line 1)</small>	

Category	<u>AGENCY</u> Requested Amount for Reimbursement (as indicated on Line 2 above)	<u>FOR OMB USE ONLY:</u> Approved Amount for Reimbursement
Salaries & Benefits	_____	_____
Contractual Services	_____	_____
Expenses	_____	_____
Operating Capital Outlay	_____	_____
<b>Total Claim Amount</b>	<b>\$0.00</b>	_____

The above amount indicated as our agency's "Total Claim Amount" is being requested for reimbursement which is in accordance with our contract agreement. Also, supporting documentation has been provided with this package which substantiates the above "Total Claim Amount" requested by our agency.

I hereby 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,

\_\_\_\_\_  
 Authorized Signature (Chief of Police/Other City Official)

\_\_\_\_\_  
 Payment Approved, Miami-Dade County OMB

**FOR OMB USE ONLY**

G/L Coding  
 Invoice Number: \_\_\_\_\_ Invoice Description: \_\_\_\_\_  
 Vendor #: \_\_\_\_\_ Voucher #: **VQBU** \_\_\_\_\_  
 Index Code: \_\_\_\_\_  
 Amount to Pay: \_\_\_\_\_ Package Reviewed by Liaison: \_\_\_\_\_  
 Subject: \_\_\_\_\_ Date Submitted by Liaison in IWA: \_\_\_\_\_  
 Resolution: \_\_\_\_\_

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS  
(Salaries and Benefits)

Name of Agency/City: \_\_\_\_\_ Date: \_\_\_\_\_

Project Title: \_\_\_\_\_ Claim Number: \_\_\_\_\_

	<u>Name Officer/Staff</u>	<u>Date of Activity</u>	<u>Type of Activity*</u>	<u>Total Hours</u>	<u>Total Amount</u>
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____

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

Total Amount for Salaries and Benefits (if applicable): \_\_\_\_\_ \$0.00

Total Hours: \_\_\_\_\_ 0.00

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF \_\_\_\_\_ \$0.00 \_\_\_\_\_ IS CORRECT.

BELOW IS THE SIGNATURE OF EACH STAFF (EMPLOYEE) IN THE ORDER LISTED ABOVE:

- 1 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 2 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 3 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 4 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 5 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 6 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 7 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 8 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_

I VERIFY THAT THE ABOVE SERVICES WERE PROVIDED:

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: \_\_\_\_\_

Note: Payroll registers, time sheets and OT slips (if applicable), documenting payroll expenses must be attached to process this reimbursement.







JAG/BYRNE GRANT ADMINISTRATION

MIAMI-DADE COUNTY AFFIDAVITS

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

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

I, \_\_\_\_\_, being first duly sworn state:  
Affiant

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

\_\_\_\_\_  
Federal Employer Identification Number (If none, Social Security)

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

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

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_ 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):

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

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

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

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

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

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

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

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

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

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

- \_\_\_\_\_ The firm does not have annual gross revenues in excess of \$5,000,000.
- \_\_\_\_\_ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.
- \_\_\_\_\_ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1<sup>st</sup> Avenue, 28th Floor, Miami, Florida 33128;
- \_\_\_\_\_ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

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

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

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

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

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

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

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

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

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

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

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

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

\_\_VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

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

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

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

\_\_IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

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

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

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

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

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

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

By: \_\_\_\_\_  
(Signature of Affiant) (Date)

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

200\_\_ by \_\_\_\_\_. He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of \_\_\_\_\_  
(State)

Notary Seal

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

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

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

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

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

Compliance with Government Rules and Regulations

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

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

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

Business Accounting

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

Promotion and Sales of Products and Services

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

Public Life and Political Campaigns

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

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

Pass-through Requirements

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

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

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

MBE Staff Utilization

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

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

By: \_\_\_\_\_ (Date)  
(Signature of Affiant)

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

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary) (Expiration Date)

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

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

By: \_\_\_\_\_  
(Signature of Affiant) (Date)

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

\_\_\_\_\_  
(Signature of Notary) (Serial Number)  
\_\_\_\_\_  
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of \_\_\_\_\_  
(State)

Notary Seal

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

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

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

by \_\_\_\_\_

(print individual's name and title)

for \_\_\_\_\_

(print Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding 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, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

\_\_\_\_\_  
(Signature)

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

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of Identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

## JAG/BYRNE GRANT ADMINISTRATION

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

Name of Organization: \_\_\_\_\_ Address: \_\_\_\_\_

#### REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

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

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

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT	ADDRESS	CITY AND STATE
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**No subcontractors will be used.**

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#### 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.**

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

Signature of Authorized Representative: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_ Fed. ID No. \_\_\_\_\_

Address: \_\_\_\_\_ City/ State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

# CITY OF AVENTURA

## OFFICE OF THE CITY MANAGER

### MEMORANDUM

TO: City Commission

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

DATE: October 20, 2014

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and Indian Creek Village**

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November 12, 2014 City Commission Meeting Agenda Item 6-D

### RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing execution of the Law Enforcement Mutual Aid Agreement with the Indian Creek village Police Department.

### BACKGROUND

In order to improve cooperative relationships between law enforcement agencies and provide a mechanism to share police resources in the event of emergencies or certain demanding situations, Chapter 23, Florida Statutes, Florida Mutual Aid Act allows agencies to enter into Police Services Mutual Aid Agreements. The various departments use a basic Mutual Aid Agreement.

The following list comprises the circumstances and conditions under which mutual aid may be requested:

1. The joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from disturbances within detention facilities.
7. Hostage and barricade subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-process calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades fairs, festivals and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization for specialized units, e.g., underwater recovery, aircraft, canine motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.

The Agreement is beneficial in our mission to protect the safety and quality of life of our residents.

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

EMS/act

Attachment

CCO1862-14

RESOLUTION NO. 2014-\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND INDIAN CREEK VILLAGE FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1.** The City Manager is hereby authorized on behalf of the City of Aventura to execute and otherwise enter into that certain Mutual Aid Agreement between the City of Aventura and Indian Creek Village for law enforcement activities in substantially the form as attached hereto.

**Section 2.** The City Manager is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the attached Agreement described in Section 1 above, and to carry out the aims of this Resolution.

**Section 3.** This Resolution shall become effective immediately upon its adoption and shall serve to ratify and confirm the earlier letter of extension.

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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Mayor Enid Weisman	_____

**PASSED AND ADOPTED** this 12<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
MAYOR ENID WEISMAN

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY



# PUBLIC SAFETY DEPARTMENT INDIAN CREEK VILLAGE, FLORIDA

*"Protecting & Serving America's Most Exclusive Municipality"*



CLARKE P. MAHER, Chief

October 15, 2014

Stephen Steinberg  
Chief of Police  
Aventura, Florida

Re: Mutual Aid Agreement

Dear Steve:

Please find the enclosed copies of the Mutual Aid Agreement between our two agencies. There are four copies. Please have the appropriate people sign off and then return two copies to me if you will. I will forward the complete agreement to the state once complete. Thank you.

Respectfully,

Clarke P. Maher

## MUTUAL AID AGREEMENT

### Between the Village of Indian Creek Public Safety Department And the City of Aventura Police Department

**WHEREAS**, it is the responsibility of the governments of the Village of Indian Creek, Florida and the **City of Aventura**, Florida to ensure the public safety of their citizens by Providing adequate levels of police services to address any foreseeable routine or Emergency situation; and

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

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

**WHEREAS**, the participating Miami-Dade County municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement.

NOW, THEREFORE, BE IT KNOWN, that the Village of Indian Creek, subdivision of the State of Florida, and the City of Aventura, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

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

- B. **Agency or participating law enforcement agency.** Either the **Village of Indian Creek Public Safety Department** or the **City of Aventura Police Department**.
- C. **Agency Head:** Either the Chief of the **Village of Indian Creek Public Safety Department**, or the Chief's designees, and the Chief of Police of the **City of Aventura Police Department** or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in **Miami-Dade County**, Florida that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. **Operations:**

- A. In the event that a party to this agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and has available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. the agency heads of the participating law enforcement agencies, or the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisor control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. **Powers, Privileges, Immunities, and Costs:**

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

- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
- C. The Political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to the Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid for due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
- D. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.

9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including January 1, 2020, under no circumstances may the Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief executive officers of the parties hereto.

---

AGREED AND ACKNOWLEDGED this \_\_\_\_ day of \_\_\_\_\_ 2014

  
\_\_\_\_\_  
C. Samuel Kissinger, Village Manager  
Indian Creek Village, Florida

\_\_\_\_\_  
Eric M. Soroka, City Manager  
City of Aventura, Florida

ATTEST:

  
\_\_\_\_\_  
Marilane Lima, Village Clerk  
Indian Creek Village, Florida

ATTEST:

\_\_\_\_\_  
Ellisa L. Horvath, MMC  
~~Town~~ Clerk, Aventura, Florida  
CITY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Steve Helfman, Village Attorney  
Indian Creek Village, Florida

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY

\_\_\_\_\_  
David Wolpin  
~~Town~~ Attorney, Aventura, Fl.  
CITY

**JOINT DECLARATION AMENDMENT UNDER INDIAN CREEK VILLAGE  
PUBLIC SAFETY DEPARTMENT/ CITY OF AVENTURA POLICE  
DEPARTMENT MUTUAL AID AGREEMENT**

This agreement amends the Joint Declaration under the Mutual Aid Agreement of January 1, 2010, to include and permit concurrent marine patrol related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

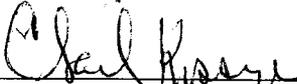
It will be agreed between both Chiefs of Police of Indian Creek Village and the City of Aventura Department to the following conditions of concurrent marine patrol related jurisdiction:

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

This amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the City of Aventura Police Department and the Indian Creek Village Public Safety Department.

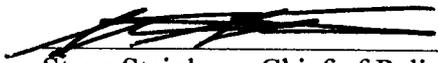
Date: 10/06/2014

  
C. Samuel Kissinger, Village Manager  
Indian Creek Village, Florida

  
Clarke P. Maher, Chief of Public Safety  
Indian Creek Village, Florida

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

\_\_\_\_\_  
City Manager  
City of Aventura, Florida

  
Steve Steinberg, Chief of Police  
City of Aventura, Florida

JOINT DECLARATION OF THE CHIEF OF INDIAN CREEK VILLAGE PUBLIC SAFETY DEPARTMENT AND THE CHIEF OF POLICE OF THE CITY AVENTURA POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT

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

Participating in law enforcement activities that are pre-planned and Approved by each respective agency head, or

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

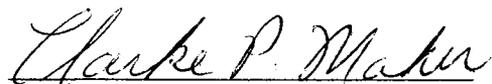
In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the City of Aventura, Florida and Indian Creek Village, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered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

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trails, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limiting to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbance within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, coordinated off-duty work, and missing person's calls.
9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects,

perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby call or transmissions indicating an officer is injured calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

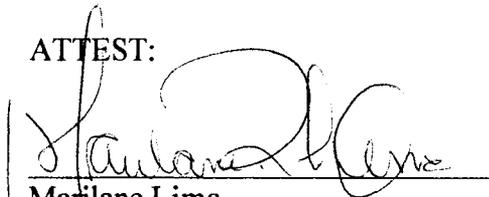
10. Enemy attack.
11. Transportation of evidence requiring security.
12. Major events; e.g. sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g. underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation and police information.
16. Joint training in areas of mutual need.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area compromising the jurisdictional waters within respective municipal boundaries.

Date: 10/06/2014



Clarke P. Maher  
Chief of Public Safety  
Indian Creek Village Public  
Safety Department, Indian Creek, Fl.

ATTEST:



Marilane Lima  
Village Clerk  
Indian Creek Village, Florida

Date: 10/20/14



Steve Steinberg  
Chief of Police  
City of Aventura, Fl.

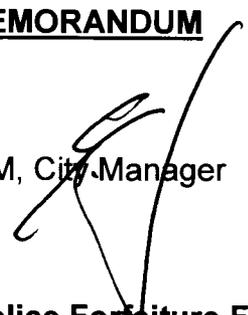
ATTEST:

\_\_\_\_\_  
City Clerk  
City of Aventura, Fl.

**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: October 22, 2014

SUBJECT: **Disbursement of the Police Forfeiture Funds**

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**November 12, 2014 City Commission Meeting Agenda Item 10E**

**RECOMMENDATION**

It is recommended that the City Commission adopt the following Motion to expend funds from the Federal Police Forfeiture Fund:

“Motion authorizing the appropriation of up to \$60,000 for CIU workstations, interview recording system, crime prevention scholarship and K-9 training equipment from the Federal Police Forfeiture Funds in accordance with the City Manager’s memorandum.”

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

EMS/act

Attachment

CCO1863-14

**CITY OF AVENTURA  
POLICE DEPARTMENT**

**INTER OFFICE MEMORANDUM**

**TO:** Eric M. Soroka, City Manager  
**FROM:** ~~Steven Steinberg, Chief of Police~~  
**DATE:** 22 October 2014  
**SUBJECT:** Use of 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:

Criminal Investigations Unit workstations	\$4,500.00
Criminal Investigations Unit interview recording system	\$30,000.00
Crime Prevention Scholarship	\$7,500.00
K9 Training Equipment	\$18,000.00

**Summary**

**Criminal Investigations Unit workstations** – CIU is adding a new Detective to handle economic crime investigations to include ID theft, fraud and tax scams. The current office configuration provides no space for the new position so additional work space must be provided; this will also provide a second workspace in the vent of future growth.. This request is to allow up to \$4,500.00 to be spent on the new work area.

**Criminal Investigations Unit interview recording system** – The current system has proven to be ineffective and unreliable for use to record statements or confessions taken by Detectives or officers in criminal investigations. Additionally, the interview room requires noise dampening/soundproofing in order for the statements to be recorded in the optimum manner. This request is to allow up to \$30,000.00 be allocated for these purchases.

**Crime Prevention Scholarship:** A donation in the amount of \$7,500 to the Florida International University - First Generation Scholarship Fund specifically for Aventura residents. This combined with matching funds from the state will provide scholarships to FIU students who are Aventura residents and will be the first generation in a family to attain a college degree. This program will serve to

enhance crime prevention by facilitating educational and employment opportunities that would otherwise not exist, by providing tuition assistance to students with limited financial means who come from families with no prior benefit of higher education.

**K9 Training Equipment** – The city has secured a lease on FDOT property just on the west side of West Dixie Hwy, by NE 203 St, for use as our K9 training area. This equipment is needed for the K9 officers to be able to train their K9's on a regular basis and still be very close to the city in the event of calls. This request also includes the cost of site surveys as required by FDOT. This request is to allow up to \$18,000.00 be allocated for these purchases.

**CITY OF AVENTURA**

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: October 23, 2014

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and the Miami Shores Police Department**



---

November 12, 2014 City Commission Meeting Agenda Item 6F

**RECOMMENDATION**

It is recommended that the City Commission adopt the attached Resolution authorizing execution of the Law Enforcement Mutual Aid Agreement with the Miami Shores Police Department.

**BACKGROUND**

In order to improve cooperative relationships between law enforcement agencies and provide a mechanism to share police resources in the event of emergencies or certain demanding situations, Chapter 23, Florida Statutes, Florida Mutual Aid Act allows agencies to enter into Police Services Mutual Aid Agreements. The various departments use a basic Mutual Aid Agreement.

The following list comprises the circumstances and conditions under which mutual aid may be requested:

1. The joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from disturbances within detention facilities.
7. Hostage and barricade subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-process calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades fairs, festivals and conventions.
12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization for specialized units, e.g., underwater recovery, aircraft, canine motorcycle, bomb, crime scene, marine patrol, and police information.
15. Joint training in areas of mutual need.

The Agreement is beneficial in our mission to protect the safety and quality of life of our residents.

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

EMS/act

Attachment

CCO1864-14

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND MIAMI SHORES VILLAGE FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1.** The City Manager is hereby authorized on behalf of the City of Aventura to execute and otherwise enter into that certain Mutual Aid Agreement between the City of Aventura and Miami Shores Village for law enforcement activities in substantially the form as attached hereto.

**Section 2.** The City Manager is hereby authorized to do all things necessary and expedient in order to effectuate the execution of the attached Agreement described in Section 1 above, and to carry out the aims of this Resolution.

**Section 3.** This Resolution shall become effective immediately upon its adoption and shall serve to ratify and confirm the earlier letter of extension.

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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Mayor Enid Weisman	_____

PASSED AND ADOPTED this 12<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
MAYOR ENID WEISMAN

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY



*"Dedicated To Your Safety"*

## **Miami Shores Police Department**

9990 N.E. Second Avenue  
Miami Shores, Florida 33138  
(305) 759-2468  
(305) 795-2212 Fax

---

**Kevin Lystad**  
Chief of Police

October 14, 2014

Chief Steven Steinberg  
Aventura Police Department  
19200 W Country Club DR  
Aventura, Florida 33180

Re: Mutual Aid Agreement

Dear Chief Steinberg:

The Mutual Aid Agreement, which exists between the Miami Shores Police Department and the Aventura Police Department, is set to expire. We have enclosed two original Mutual Aid agreements for your review and approval by your appropriate authorities to ensure continued mutual support as described in Chapter 23, Florida Statutes, Florida Mutual Aid Act.

If the enclosed Mutual Aid Agreements meet the requirements of your municipality, please effect the execution, as appropriate, of the two original documents. Please retain one original copy of the agreement for your record and return one original signed document to:

Lieutenant David McLeod  
Miami Shores Police Department  
9990 N.E. 2<sup>nd</sup> Avenue  
Miami Shores, FL 33138

Upon receipt of the executed agreement, it will be considered effective as described in the document and will supersede all prior mutual aid agreements with our agency. Our agency shall file the necessary paperwork with the Florida Department of Law Enforcement as required by Florida Statute. If you have any questions concerning the mutual aid agreement, please contact Lieutenant David McLeod at (305) 759-2468.

Sincerely,

Kevin Lystad  
Chief of Police

## MUTUAL AID AGREEMENT

Between Miami Shores Village  
and the City of Aventura

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

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

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

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

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

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

### **SECTION II: DESCRIPTION**

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

### **SECTION III: DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

## **SECTION VI: INDEMNIFICATION**

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

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

## **SECTION VII: FORFEITURES**

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

## **SECTION VIII: CONFLICTS**

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

## **SECTION IX: EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 1, 2020**. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

## **SECTION X: CANCELLATION**

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

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



Thomas Benton  
Village Manager  
Miami Shores Village, FL

Eric Soroka  
City Manager  
City of Aventura

Date: 10-17-17

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

Attest:

Attest:



Barbara Estep  
Village Clerk  
Miami Shores Village, FL

Ellisa L Hornath, MMC  
~~Eric Soroka~~  
City Clerk  
City of Aventura

Approved as to form  
and legal sufficiency:

Approved as to form  
and legal sufficiency:



Richard Sarafan  
Village Attorney  
Miami Shores Village, FL

\_\_\_\_\_  
Weiss, Serota, Helfman  
City Attorney  
City of Aventura

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

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

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

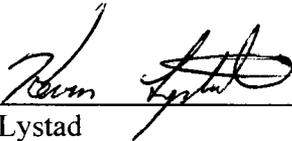
- participating in law enforcement activities that are pre-planned and approved by each respective agency head or his/her designee; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency; or
- spontaneous response where assistance or aid is apparent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

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

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

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

DATE: 10/15/2014

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

ATTEST:

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

DATE: 10/23/14

  
 \_\_\_\_\_  
 Steven Steinberg  
 Chief of Police  
 Aventura Police Department

ATTEST:

\_\_\_\_\_  
 City Clerk

**CITY OF AVENTURA**  
**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: October 31, 2014

SUBJECT: **Disbursement of the Police Forfeiture Funds**

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**November 12, 2014 City Commission Meeting Agenda Item 6G**

**RECOMMENDATION**

It is recommended that the City Commission adopt the following Motion to expend funds from the Federal Police Forfeiture Fund:

“Motion authorizing the appropriation of up to \$63,000 for P25 Radio System Crash Kit from the Federal Police Forfeiture Funds in accordance with the City Manager’s memorandum.”

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

EMS/act

Attachment

**CITY OF AVENTURA**

**POLICE DEPARTMENT**

**INTER OFFICE MEMORANDUM**

**TO:** Eric M. Soroka, City Manager  
**FROM:** ~~Steven Steinberg, Chief of Police~~  
**DATE:** 31 October 2014  
**SUBJECT:** Use of 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:

P25 Radio System Crash Kit	\$63,000
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**Summary**

**P25 Radio System Crash Kit** – This request is for the purchase of specific critical P25 radio system parts. These parts will be kept on hand in the event the part in use fails or is damaged due to unforeseen circumstances such as a lightning strike. These replacement parts would be used to get the P25 radio back into service in the quickest manner possible thereby reducing the systems down time. I am requesting to allocate and spend up to \$63,000.00 towards this project.

**CITY OF AVENTURA**

**POLICE DEPARTMENT**

**MEMORANDUM**

TO: Commander Fogelgren

FROM: Captain Labombarda



SUBJECT: Crash Kit for P25 Radio Site

Date: October 30, 2014

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Commander,

Based upon our recent experience with a lightning strike at the Coronado Radio Site, I am requesting that we purchase spare critical components that can be "hot" swapped in the event of another failure of equipment. This would allow us to restore communications on our p25 site in the most expeditious manner. The total cost for the crash kit would be \$62,333.39

**CITY OF AVENTURA**

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: November 5, 2014

SUBJECT: **Recommendation to Appoint Member to the Police Pension Board of Trustees to Fill Vacancy**

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**November 12, 2014 City Commission Meeting Agenda Item 6H**

**RECOMMENDATION**

It is recommended that the City Commission adopt the attached Resolution appointing Billy Joel as a member of the Police Pension Board of Trustees.

**BACKGROUND**

The Police Pension Plan Ordinance provides for the City Commission to appoint two (2) legal residents of the City from a list provided by the City Manager to the Police Pension Board of Trustees.

A vacancy occurred on the Board with the death of Zev Auerbach.

Based on his extensive experience in dealing with finances and pensions, I am recommending Billy Joel as a member of the Police Pension Board of Trustees.

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

EMS/act

Attachment

CCO1887-14

RESOLUTION NO. 2014-\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE APPOINTMENT BY THE COMMISSION OF ONE OF ITS APPOINTEES TO THE BOARD OF TRUSTEES OF THE POLICE OFFICERS' RETIREMENT PLAN TO FILL A VACANCY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 2004-07 established a Police Officers' Retirement Plan; and

**WHEREAS**, in accordance with the provisions of Ordinance No. 2004-07, and amended by Ordinance 2010-07, two members of the Board of Trustees of the Police Officers' Retirement Plan shall be appointed by the City Commission from a list provided by the City Manager, each of whom shall serve for a term of four years from date of appointment; and

**WHEREAS**, the City Commission wishes to provide for the appointment of one member to the Police Officers' Retirement Plan due to the vacancy created by the death of Zev Auerbach.

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

**Section 1.** The City Commission hereby appoints Billy Joel to fill the vacancy on the Board of Trustees of the City of Aventura Police Officers' Retirement Plan.

**Section 2.** 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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Mayor Enid Weisman	_____

PASSED AND ADOPTED this 12<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
MAYOR ENID WEISMAN

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

# 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 28, 2014

SUBJECT: Request for Modification of Condition of Resolution No. 98-77  
Island Estates Sidewalk (01-MRC-15)

**November 12, 2014 City Commission Meeting Agenda Item 7**

#### THE REQUEST

The applicants, Gary Cohen, Trustee, Two Islands Development Corp., Last Lot Corp. and NI Holdings LLC, are requesting modification to Resolution No. 98-77 to remove Condition 3. of the Resolution. This condition, which was previously agreed to by the developer, requires that a sidewalk be constructed on both sides of the street, namely, on Island Estates Drive, on the southernmost island, if the second (north) island is developed with residential units other than single family homes.

City staff has not made a recommendation on this matter, since Condition 3. of Resolution No. 98-77 was not part of the conditions in the 1998 staff report. It was added as a recommendation of the City Commission and agreed to by the developer at the September 1, 1998 public hearing. Removal of the condition may be approved or denied by the City Commission after testimony and discussion at this public hearing.

#### BACKGROUND

The applicant's letter of intent, a location plan, the staff report dated August 12, 1998 and Resolution No. 98-77 are attached as Exhibits #1, #2, #3 and #4 respectively to this report.

The Letter of Intent submitted with the application for modification of resolution requests removal of Condition No. 3 of Resolution No. 98-77, or, "... in the alternative, in the event the City Commission determines that a sidewalk should be placed within the

private drive [of Island Estates Drive], please consider this an application for variance to allow reduced travel lanes widths.” The application submitted is for modification of a variance. An application for reduced travel lane widths would require a separate application for variance, with separate application form, documentation and separate review criteria. The applicants’ attorney has acknowledged that the application to be heard at this meeting will be solely the application to modify the existing variance to remove a condition of approval.

The existing variance relates to the development of two islands in Dumfoundling Bay in the southerly portion of the City. The City’s development approvals related to this application begin in 1998. A history of these approvals is provided below.

### **I. Resolution No. 1998-77**

At its meeting of September 1, 1998, the City Commission passed Resolution No. 98-77, granting a non-use variance to permit a sidewalk on only one (1) side of a street for property located east of Williams Island on the southernmost island in Dumfoundling Bay, to Two Islands Development Corp., with certain conditions. Those conditions are as follows:

1. *Plans shall substantially comply with those submitted as follows:*
  - *“Island Estates” Site Plan, Sheet No. S-1, prepared by Ford, Armenteros & Manucy, Inc., revised dated 07-29-98.*
2. *Applicant shall obtain building permits within 12 months of the date of this Resolution or the approvals granted shall be deemed null and void and the applicant shall be required to reinstate the approval process unless the term is extended by a motion of the City Commission prior to its expiration.*
3. *Applicant shall record in the public records of Miami-Dade County, a covenant in a form approved by the City Attorney, that states that the developer will agree to install a sidewalk on both sides of the street on the southernmost island (the subject property), if the second (north) island should be developed with residential units other than single-family homes.*

This non-use variance approval was evaluated using the criteria in Section 33-311(e)(2) of the Miami-Dade County Code. The City’s Land Development Regulations were not adopted until July of 1999. An evaluation of those criteria is provided in the 1998 staff report attached as Exhibit #4.

Conditions 1. and 2. above were included in the public hearing staff report dated August 12, 1998. Condition 3. was recommended by a Commissioner at the public hearing on September 1, 1998. The applicant agreed to inclusion of that condition.

The applicant fulfilled Conditions 1. and 2. The development proceeded. There are currently twenty-one single family homes on the southernmost island. There is one vacant lot. A sidewalk was constructed on the western side of the first island.

The applicants now wish to construct a multifamily residential development on the northernmost (second) island at Island Estates and request deletion of the condition requiring a sidewalk on the eastern side of the first (south) island if the north island is developed for residential units other than single family homes.

## **II. Development Approvals for First (South) Island**

Administrative Site Plan Approval was issued by the City on November 12, 1998. This approval permitted construction of twenty-two zero lot line single family homes in substantial compliance with the site plan submitted with the application. The conditions of approval in the Administrative Site Plan Approval were the same conditions as in Resolution No. 98-77. At the time of approval, the islands were zoned RU-4, High Density Apartment House District in the Miami-Dade County Official Zoning Map.

## **III. City of Aventura Comprehensive Plan**

The City Comprehensive Plan was adopted on December 15, 1998 by Ordinance No. 98-27. The future land use map is part of the Comprehensive Plan. The two islands are designated as Medium-High Density Residential on the future land use map.

## **IV. City of Aventura Zoning Map**

The City of Aventura Zoning Map was adopted by the City Commission as part of the Land Development Regulations on July 13, 1999 through Ordinance No. 99-09. The two islands were zoned RS2, Residential Single Family District.

## **V. Vested Rights Determination Agreement**

As part of the City's Land Development Regulations adopted in July of 1999, Section 31-3 provided an exception from the new Code regulations for development approved after April 1, 1996 and before adoption of the City Code and also provided for an application process to demonstrate vested rights acquired through previous governmental acts of approval.

Application was made, in July of 1999, for vesting of previous approvals for the development of the Two Islands. The City made the determination on December 7, 1999 that vested rights were demonstrated to allow a maximum density of 17 units per gross acre with transfer of density permitted between the two parcels (islands) in any manner by the owner so long as the overall densities are not exceeded and to allow a maximum building height of 290 feet above the lowest permissible finished floor elevation.

## **VI. Status of Current Approvals for Development of the Second (North) Island**

Administrative Site Plan Approval was issued by the City on March 18, 2008. The plans submitted with the site plan application were reviewed using the applicable criteria of the Land Development Regulations, including the RS2 zoning district, and the criteria of the vested rights determination agreement. The approval was for the development of seventeen single family homes on the second (north) island. The development did not proceed and the approval expired on March 18, 2009.

Administrative Site Plan Approval was issued by the City on August 21, 2014. The plans submitted with the site plan application were reviewed using the applicable criteria of the Land Development Regulations, including the RS2 zoning district, and the criteria of the vested rights determination agreement. The approval is for the construction of a 15 story residential building with 160 units in two towers. One of the conditions of this approval is that the installation of the sidewalk on the easterly side of the south island must be completed prior to issuance of a building permit for the multifamily development on the north island.

## **VII. Sidewalk Permit**

On December 10, 2013, the applicants applied for a permit to construct a sidewalk on the easterly side of the first (south) island to comply with Condition 3. of Resolution No. 98-77. After seven months of legal review of Opinions of Title and supplementary documents submitted by the applicants, the City Attorney advised that the applicants had shown sufficient interest of record to issue a permit for construction of the sidewalk within the platted ten foot utility easement along the easterly side of the island. The City issued a permit for sidewalk construction on July 17, 2014. The applicants began installation of the sidewalk. Three homeowners requested a temporary injunction to stop the construction. The injunction was granted by the Court. The sidewalk is constructed along with the easterly side of the island, with the exception of those three lots. It is City staff's and City Attorney's opinion that sidewalk construction is not yet complete and that accordingly, a building permit may not be issued for the proposed multifamily residential development of the second (north) island at this time.

## **CRITERIA FOR MODIFICATION OF CONDITION OF VARIANCE**

A condition of variance may be revised through the modification criteria in Section 31-76(h)(1) of the City Code and through the quasi-judicial procedures of the City. An applicant who seeks relief from a variance condition has the burden of demonstrating compliance with the Code criteria applicable to obtaining the removal of a condition that was imposed in connection with a prior variance.

The 1998 variance request was evaluated using the criteria in Section 33-311(e)(2) of the Miami-Dade County Code, which were:

*1. The non-use variance maintains the basic intent and purposes of the zoning, subdivision and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community and provided that the non-use variance will be otherwise compatible with the surrounding land uses and would not be detrimental to the community, and*

*2. No showing of unnecessary hardship to the land is required.*

As noted in the August 12, 1998 staff report attached as Exhibit #4 to this report, the requested non-use variance was found to meet the review standards at that time.

In order to remove Condition No. 3 of Resolution No. 98-77, the applicants must now demonstrate compliance with these same criteria. The applicants' attorney has set out its compliance determination in the Letter of Intent attached as Exhibit #1 to this report.

### **PUBLIC NOTICE OF APPLICATION**

This application has been advertised in accordance with Section 31-71(e) of the City Code. The public notice has been published in a newspaper of general circulation and posted on the property not less than ten days prior to this hearing. A courtesy notice has been mailed to all owners within a radius of 300 feet of the property.

RECEIVED  
CITY OF AVENTURA  
OCT 16 2014

**Stanley B. Price, Esq.**  
Tel 305.350.2374  
Fax 305.351.2204  
sprice@bilzin.com

OCT 16 2014

October 16, 2014

Ms. Joanne Carr  
Director of Community Development  
City of Aventura  
19200 W. Country Club Drive, 4<sup>th</sup> Floor  
Aventura, Florida 33180

**Exhibit #1**  
**01-MRC-15**

**Re: Island Estates Drive**  
**Application for Modification of Condition of Resolution**

Dear Ms. Carr:

This firm represents (1) Gary Cohen, as Trustee under that certain Trust Agreement dated December 22, 1995 and known as Trust No. 75-LT-21; (2) Two Islands Development Corp. ("Two Islands"); (3) Last Lot Corp. ("Last Lot"); and (4) NI Holdings, LLC ("NI Holdings"), collectively the applicant of this requested modification ("Applicant"), as the owners of the property ("Property") subject to the above-referenced application. Two Islands, Last Lot and NI Holdings are also collectively referred to as "Developer". Please consider this our formal letter of intent in connection with an application for modification of a previous condition in a Resolution.

**A. Background.**

The Property consists of a private drive, known as Island Estates Drive, located as the private drive through the island known as the South Island in Dumbfounding Bay, on the eastern side of Williams Island, in the City of Aventura, Florida. The Property was part of Tract A, "Two Islands in Dumbfounding Bay", as platted in Plat Book 141 at Page 66. The private drive was replatted and consists of Tract H, and portions of Tracts A, B, C and D and Lot 1, Block 2 of Island Estates, Plat Book 155, at Page 3. Pursuant to a Vested Rights determination by the City and prior County Resolutions following Court Order, the Developer is authorized to construct up to 29 stories and upwards of 400 units on the northern island. The present approved plan awaiting a building permit is requesting 16 stories and 160 units, forty percent (40%) of the density authorized on the north island.

**B. Prior Zoning Resolution.**

The City of Aventura City Commission, in September, 1998, adopted Resolution No. 98-77 granting a non-use variance to waive the requirement for a sidewalk on both sides of the street, to provide a sidewalk on only one side of the street (the "Resolution").

Condition 3 of the approving Resolution, a copy of which is attached, provided as follows:

Applicant shall record in the Public Records of Miami-Dade County, a covenant in form approved by the City Attorney, that states that the developer will agree to install a sidewalk on both sides of the street on the southernmost island (the subject property), if the second (north) island should be developed with residential units other than single family homes.

A sidewalk has been installed on the western side of the street in an existing Utility Easement wherein the Developer reserved rights in its recorded Homeowner's documents (including the declaration of covenants and restrictions for Island Estates) which run with the land to construct the sidewalk. The north island is proposed to be developed with residential units other than single-family homes. This application seeks to delete condition 3 of the Resolution.

A. **Request**

Since the time of the variance approval over 16 years ago, the southernmost island has been replatted and developed with single family homes. The subject private drive is approximately 24 feet wide, with 2 travel lanes, one eastbound and one westbound, each approximately 12 feet wide. The private drive incorporates a roundabout, which further serves as a traffic buffer.

The width of Tract H varies slightly throughout up to approximately 12.5 feet. As noted above, a sidewalk was constructed on the west side of Island Estates Drive as provided for in the original variance application.

The Applicant is now in the process of developing the north island with residential development that consists of other than single- family homes. Condition 3 of the Resolution provides that the "developer" will agree to install a sidewalk on both sides of the street on the southernmost island. This condition was imposed by a City Commissioner at the public hearing and not as a condition of the City's professional staff.

As noted above, the private drive ranges between approximately 10 and 12 feet wide on each side, with a sidewalk already located on the north side. The remainder of the property that was subject to the Resolution has been platted under Plat Book 155 at Page 3 of the Public Records of Miami-Dade County and includes single family homes and a marina. In order to develop a sidewalk on the east side, because the original property has already been platted, and the remainder of the properties are owned by individuals or entities other than the Developer or the owner of the private drive, the only location for the sidewalk within the Applicant's or Developer's control is within the eastern side of the private drive. A sidewalk within the private drive would significantly reduce the travel lanes from 10 and 12 feet to approximately 8 to 10 feet. The reduced travel lanes would not meet the City of Aventura's code. Therefore, in the alternative, in the event the City determines the sidewalk should be placed within the private drive, please consider this an application for a variance to allow reduced travel lane widths.



In addition, the reservation of rights contained with the recorded Homeowner documents provides the Developer the right to place a sidewalk within the east utility easement. Recently, a Circuit Court Judge has entered a preliminary Injunction against the Applicant which acts as a bar to completing the construction of the sidewalk within the reserved utility easement in three of the lots on the eastern side of the private roadway. It is important to note that several of the individual lot owners on the east side have initiated an action in Circuit Court to prevent the construction of the sidewalk within the utility easement, thus leaving only the private drive within which the sidewalk can be constructed.

When the plat for the Southern island was approved, other than the utility easement, the City did not require any additional easements, reservations, or dedications from the Developer or Owner for the construction of a future sidewalk. We posit that since the sidewalk on the west side of the Island was constructed and approved within the existing utility easement, both the City Administration and the Developer correctly assumed that the existing utility easement on the east side of the South Island could also be used for a sidewalk. Based upon the existing Temporary Injunction, the completion of the construction of a sidewalk within the reserved easement area in the three of the lots on the east side of the South Island has ceased and the Temporary Injunction has been appealed to the Third District Court of Appeals.

The reduction in travel lanes would not be beneficial to the community, and would represent a decrease rather than an increase in safety. Further, because the Applicant and Developer do not own the additional land south of the private drive and do not have eminent domain authority, the acquisition of additional property to accommodate the sidewalk elsewhere is not feasible or within the Applicant's control. Therefore, we respectfully request modification of the Resolution 98-77 to eliminate Condition 3.

#### D. Standard

Section 31-76(h) of the City Code governs amendments and alterations to approved variances. The deletion of the condition is evaluated under subsection (2), regarding minor changes in the site plan or design details of an approved variance. The deletion of the condition represents a minor change in that the approved site plan for the southern island, to the extent it constitutes a modification, is minor in that the plan for the southern island was approved administratively and the subject sidewalk is not shown or detailed on the site plan. The proposed deletion is consistent with the City code in that the deletion of the condition will not result in additional external impacts.

Further, numerous other developments within the City are constructed with sidewalks only on one side of the street. Aventura Lakes contains in excess of 400 residential units, more than twice as much as the combined development on both islands, and does not have sidewalks on both sides. Similarly, in the immediate vicinity, neither Lincoln Pointe, nor the Williams Island development which contains far in excess of 10 times the number of units as being proposed within the two islands, contain sidewalks on both sides of the street. We understand that Williams Island Boulevard was a private road dedicated to the City in the late 1990s. The City modified the roadway and constructed a sidewalk on one side of the road and utilized a center landscape strip rather than a sidewalk on the other side of the road. Therefore, a sidewalk on one side of the street rather than the other is the norm rather than the exception in this area of the City.



It is also important to note that at the time the City granted the non-use variance, the City was governed by the County code on non-use variances which requires a showing that the non-use variance maintains the basic intent and purpose of the zoning regulations and that the variance will be compatible with the surrounding land uses and not detrimental to the community. Even if the variance were expanded, which it is not, Subsection 31-76(h)(1) of the City Code provides that the review and approval is subject to the same standards as the original approval of the variance, which in this case is the compatibility standard. The developments are extensions of the William Islands area which similarly does not have sidewalks on both sides of the streets.

Finally, even if the hardship standard were applied, which we do not concede, the Applicant remains willing to construct the sidewalk within the utility easement as contemplated by the City. Pursuant to the recent judicial order, subject to further review, the court determined that the Developer is enjoined from completing construction of the sidewalk within the reserved utility easement in three of the lots on the east side of the South Island. Therefore, the subject property is unique and distinguished from other properties in the area, the conditions of the private drive are not applicable to other property within the vicinity, the hardship is not economic in that the Applicant does not have eminent domain authority and is willing to fund and install the sidewalk in the easement; the granting of the variance will not be detrimental to the public welfare in that a sidewalk exists on the northern side of the street which is more than ample for the 22 residential homes on the drive; and the proposed variance will not substantially increase the congestion in the public streets or increase the danger of fire or endanger the public safety or substantially diminish or impair property values within the vicinity. Island Estates Drive is a private, not a public street, and the absence of the sidewalk on the eastern side of the street is the status quo and thus does not diminish or impair current property values.

Based on the foregoing, we respectfully request the City's favorable recommendation for deletion of condition 3 of the Resolution.

Should you have any questions regarding the above or require additional information, please do not hesitate to contact me at 305-350-2374.

Respectfully yours,



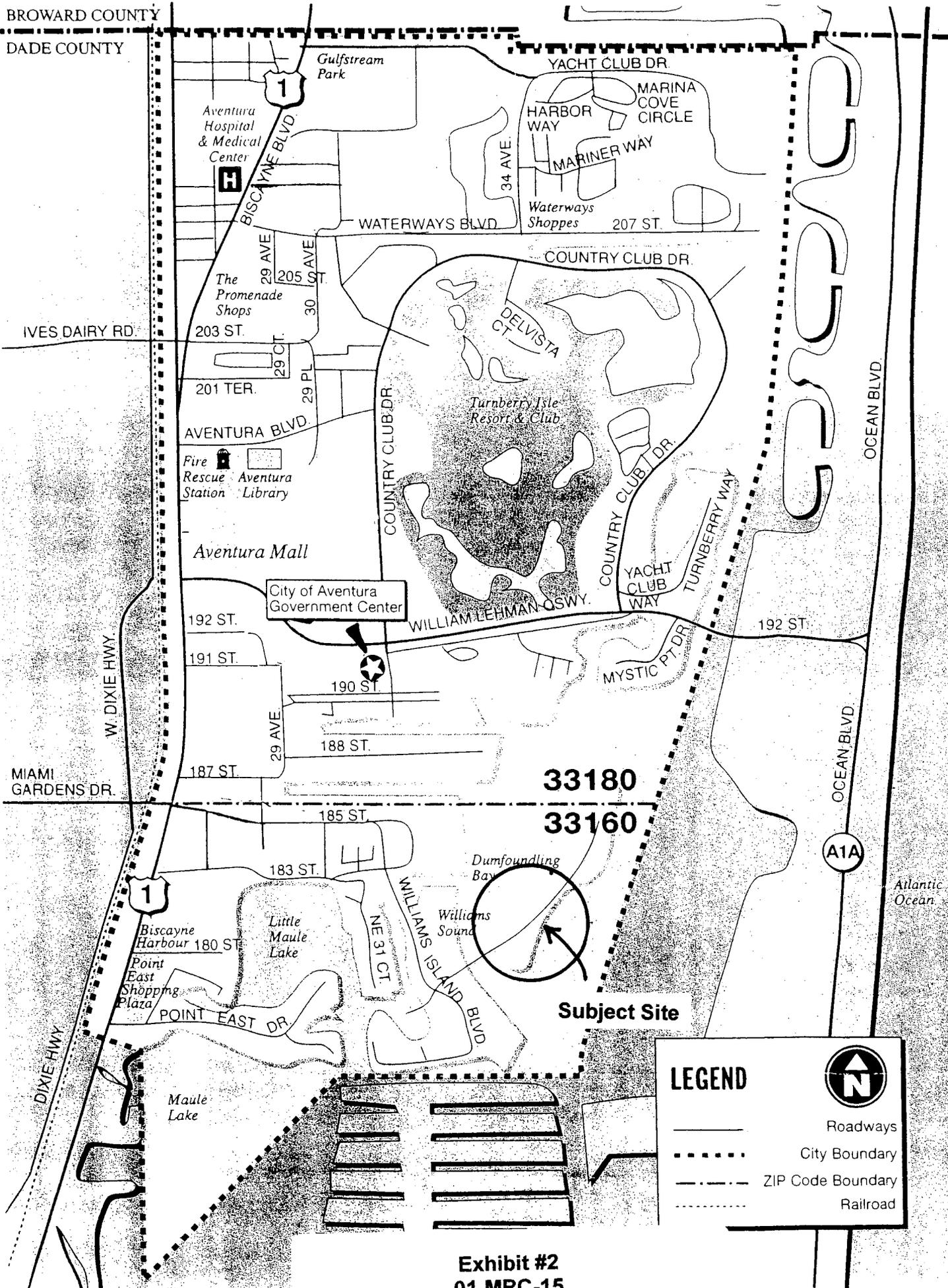
Stanley B. Price

SBP:wp  
Enclosure



BROWARD COUNTY

DADE COUNTY



City of Aventura  
Government Center

33180

33160

Subject Site

**LEGEND**

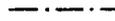
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-  City Boundary
-  ZIP Code Boundary
-  Railroad

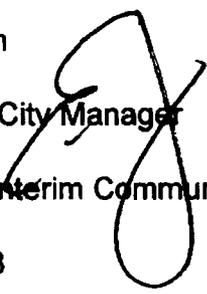


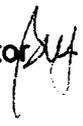
Exhibit #2  
01-MRC-15

**CITY OF AVENTURA**  
**COMMUNITY DEVELOPMENT DEPARTMENT**

**MEMORANDUM**

TO: City Commission

FROM: Eric M. Soroka, City Manager 

BY: Brenda Kelley, Interim Community Development Director 

DATE: August 12, 1998

SUBJECT: Request of Two Islands Development Corp. for a non-use variance to waive the requirement for a sidewalk on both sides of a street. (Provision of sidewalk on one side of a street is proposed.)  
(08-VAR-98)

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September 1, 1998 City Commission Meeting Agenda Item 3C

**RECOMMENDATION**

It is recommended that the request for the non-use variance be granted with conditions as outlined herein.

**THE REQUEST**

The applicant, Two Islands Development Corp., is requesting a non-use variance to waive the requirement for a sidewalk on both sides of a street. The applicant proposes to construct a sidewalk on only one (1) side of a street within the development known as "Island Estates". (See Exhibit #1 for Letter of Intent.)

**BACKGROUND**

**OWNER OF PROPERTY:** Two Islands Development Corp.

**LOCATION OF PROPERTY:** east of Williams Island on the southernmost island in Dumfoundling Bay (See Exhibit #2 for Location Map)

Exhibit #3  
01-MRC-15

**LEGAL DESCRIPTION:** Tract "A", "Two Islands in Dumfoundling Bay", according to the Plat thereof, as recorded in Plat Book 141, at Page 66, of the Public Records of Dade County, Florida.

**SIZE OF PROPERTY:** approximately 14.07 acres

**EXISTING ZONING:** RU-4, High Density Apartment House District

**FUTURE LAND USE DESIGNATION:** Medium-High Density Residential – up to 60 dwelling units per acre

**EXISTING USE:** vacant

**Surrounding Properties -** The subject property is surrounded on all sides by Dumfoundling Bay. The closest neighboring property, Williams Island, is to the west and is designated RU-4A, Hotel Apartment House District.

**The Site -** The subject property is located just east of Williams Island on the southernmost island in Dumfoundling Bay (see Exhibit 2 for Location Map).

**The Project –** The applicant proposes to construct twenty-two (22) zero lot line single family homes. The homes will front on a single street traversing the island. The proposed density of the project is 3.61 units per acre with an average lot size of 12,328 sq. ft. A private marina is located at the northern end of the island and will be maintained as an ancillary use to the development.

The City approved the Tentative Plat for the project on June 29, 1998.

**Background -** The owner of the Two Islands received vested development rights with the Declaration of Restrictions accepted by Miami-Dade County Zoning Resolution No. Z-47-80. The Declaration of Restrictions allows the applicant to assume a density of up to 17 units per gross acre, or 239 units on the south island alone. The Declaration of Restrictions also permits the applicant to build up to a maximum height of 290 feet.

## **ANALYSIS**

**Consistency with Comprehensive Master Plan -** The request is not inconsistent with the Miami-Dade County Comprehensive Development Master Plan.

**Citizen Comments -** The Community Development Department has not received any written comments regarding this application.

**Review by Other Agencies:**

**DERM** – DERM has reviewed the subject application and has determined that it meets the minimum requirements of Chapter 24 of the Code of Miami-Dade County, Florida. Additionally, DERM has evaluated the request insofar as the general environmental impact that may derive from it and after reviewing the available information offers no objection to its approval.

**Review by City Departments:**

**Landscape Architect** - The City's Landscape Architect has approved the landscape plan for the common areas of the development. The applicant is required to submit to the Landscape Architect for his review and approval a landscape plan for each individual lot at the time building permits are requested.

**Review by City Departments** - All comments by other departments have been addressed by the applicant.

**Community Development Department Analysis** - The Community Development Department is supportive of this project.

**Criteria**

The guidelines for approval of non-use variances as required by Miami-Dade County Code Section 33-311(e)(2) requires:

1. The non-use variance maintains the basic intent and purpose of the zoning, subdivision and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community and provided that the non-use variance will be otherwise compatible with the surrounding land uses and would not be detrimental to the community.

The request to waive the sidewalk on the south side of the street would not compromise the general welfare of the community. A sidewalk is to be provided along the north side of the street and provide a continuous link between both ends of the island. The project does not lend itself to heavy pedestrian activity, as single family homes are proposed for both of the islands. One sidewalk should be adequate for the residents of the community.

The non-use variance request will not adversely affect the appearance of the community. Landscape material will be provided along the south side of the street in place of the sidewalk.

2. No showing of unnecessary hardship to the land is required.

## **CONDITIONS**

It is recommended that the request for the non-use variance be granted subject to the following conditions:

### **STANDARD CONDITIONS**

1. Plans shall substantially comply with those submitted as follows:
  - "Island Estates" Site Plan, Sheet No. S-1, prepared by Ford, Armenteros & Manucy, Inc., revised dated 07-29-98.
2. Applicant shall obtain building permits within 12 months of the date of this Resolution or the approvals granted shall be deemed null and void and the applicant shall be required to reinstate the approval process unless the term is extended by a motion of the City Commission prior to its expiration.

## **CONDITIONS**

It is recommended that the request for the non-use variance be granted subject to the following conditions:

### **STANDARD CONDITIONS**

1. Plans shall substantially comply with those submitted as follows:
  - "Island Estates" Site Plan, Sheet No. S-1, prepared by Ford, Armenteros & Manucy, Inc., revised dated 07-29-98.
2. Applicant shall obtain building permits within 12 months of the date of this Resolution or the approvals granted shall be deemed null and void and the applicant shall be required to reinstate the approval process unless the term is extended by a motion of the City Commission prior to its expiration.

**RESOLUTION NO. 98-77**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, GRANTING A NON-USE VARIANCE TO PERMIT A SIDEWALK ON ONLY ONE (1) SIDE OF A STREET FOR PROPERTY LOCATED EAST OF WILLIAMS ISLAND ON THE SOUTHERNMOST ISLAND IN DUMFOUNDLING BAY, TO TWO ISLANDS DEVELOPMENT CORP.; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the property described herein is zoned RU-4, High Density Apartment House District;

**WHEREAS**, the Applicant, Two Islands Development Corp., through Application No. 08-VAR-98, is requesting a non-use variance to waive the requirement for a sidewalk on both sides of a street to provide a sidewalk on only one side of a street on that certain property described as Tract "A", Two Islands in Dumfoundling Bay", according to the Plat thereof, as recorded in Plat Book 141, at Page 66, of the Public Records of Dade County, Florida; and

**WHEREAS**, the City Commission has held a public hearing as provided by law; and

**WHEREAS**, the City Commission finds that the Application meets the criteria of the applicable codes and ordinances, to the extent the application is granted herein.

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

**Section 1.** Application Number 08-VAR-98 for a non-use variance on property legally described as:

Tract "A", "Two Islands in Dumfoundling Bay", according to the Plat thereof, as recorded in Plat Book 141, Page 66, of the Public Records of Dade County, Florida

a.k.a.

"Island Estates"

is hereby granted subject to the following conditions:

**STANDARD CONDITIONS**

1. Plans shall substantially comply with those submitted as follows:
  - "Island Estates" Site Plan, Sheet No. S-1, prepared by Ford, Armenteros & Manucy, Inc., revised dated 07-29-98.
2. Applicant shall obtain building permits within 12 months of the date of this Resolution or the approvals granted shall be deemed null and void and the applicant shall be required to reinstate the approval process unless the term is extended by a motion of the City Commission prior to its expiration.
3. Applicant shall record in the public records of Miami-Dade County, a covenant in a form approved by the City Attorney, that states that the developer will agree to install a sidewalk on both sides of the street on the southernmost island (the subject property), if the second (north) island should be developed with residential units other than single-family homes.

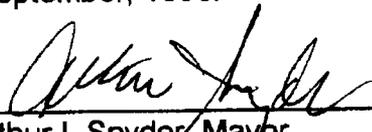
**Section 2.** The City Manager is authorized to cause the issuance of permits in accordance with the approvals and conditions herein provided and to indicate such approvals and conditions upon the records of the City.

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

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

Commissioner Arthur Berger	<u>yes</u>
Commissioner Jay R. Beskin	<u>yes</u>
Commissioner Harry Holzberg	<u>yes</u>
Commissioner Jeffrey M. Perlow	<u>yes</u>
Commissioner Patricia Rogers-Libert	<u>yes</u>
Vice Mayor Ken Cohen	<u>yes</u>
Mayor Arthur I. Snyder	<u>yes</u>

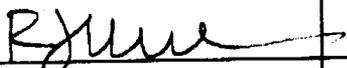
PASSED AND ADOPTED this 1st day of September, 1998.

  
\_\_\_\_\_  
Arthur I. Snyder, Mayor

ATTEST:

  
\_\_\_\_\_  
Teresa M. Smith, CMC, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
City Attorney

This Resolution was filed in the Office of the City Clerk this 3 day of September, 1998.

  
\_\_\_\_\_  
CITY CLERK



# APPLICANT REPRESENTATIVE AFFIDAVIT

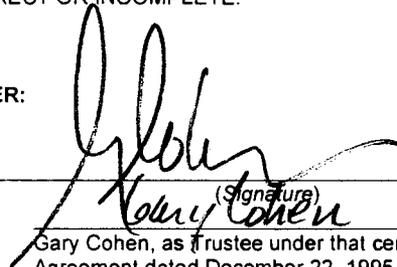
Pursuant to Section 31-71(b)(2)(i) of the City of Aventura Land Development Code, this Applicant Representative Affidavit is hereby made and submitted. The undersigned authorized representative of the individual or entity applying for the Development Permit, which is identified in the accompanying application, and the owner of the property subject to the application (if different) hereby lists and identifies all persons representing the individual or entity applying for the Development Permit in connection with the application, as follows:

Name	Relationship (i.e. Attorneys, Architects, Landscape Architects, Engineers, Lobbyists, Etc.)
Stanley B. Price	Attorney
Brian S. Adler	Attorney

(Attach Additional Sheets If Necessary)

NOTICE: ANY STATEMENT OR REPRESENTATION MADE BY ANY PERSON LISTED ON THE APPLICANT REPRESENTATIVE AFFIDAVIT SHALL BE BINDING UPON THE INDIVIDUAL OR ENTITY APPLYING FOR THE DEVELOPMENT PERMIT AND THE OWNER OF THE SUBJECT PROPERTY. APPLICANTS AND AFFIANTS ARE ADVISED TO TIMELY SUPPLEMENT THIS AFFIDAVIT PURSUANT TO SEC. 31-71(B)(2)(IV) OF THE CITY'S LAND DEVELOPMENT REGULATIONS IN THE CITY CODE, IN THE EVENT THAT PRIOR TO CONSIDERATION OF THE APPLICATION BY THE CITY BOARD OR COMMISSION, THE INFORMATION PROVIDED IN THE AFFIDAVIT BECOMES INCORRECT OR INCOMPLETE.

WITNESS MY HAND THIS 14 DAY OF OCTOBER, 2014.

OWNER: 

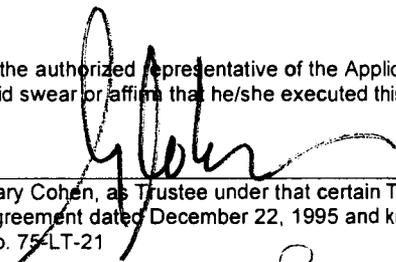
By: \_\_\_\_\_

Name: Gary Cohen (Signature)  
 Gary Cohen, as Trustee under that certain Trust Agreement dated December 22, 1995 and known as Trust No. 75-LT-21

Address: 2750 NE 185 Street, Suite 301  
Aventura, FL 33180

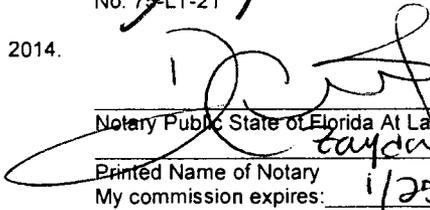
STATE OF FLORIDA       )  
COUNTY OF MIAMI-DADE )

Before me the undersigned authority personally appeared Gary Cohen, as Trustee, the authorized representative of the Applicant and/or the owner of the property subject to the application, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.



Gary Cohen, as Trustee under that certain Trust Agreement dated December 22, 1995 and known as Trust No. 75-LT-21

SWORN TO AND SUBSCRIBED BEFORE ME this 14 day of October, 2014.



Notary Public State of Florida At Large  
 Printed Name of Notary Zayda C. Osorio  
 My commission expires: 1/25/15

NOTARY PUBLIC-STATE OF FLORIDA  
 Zayda Camila Osorio  
 Commission # EE058506  
 Expires: JAN. 25, 2015  
 BONDED THRU ATLANTIC BONDING CO., INC.

OWNER:

By: \_\_\_\_\_

Name: Gary Cohen (Signature)

Gary Cohen, as President and Secretary of Two Islands Development Corp., a Florida corporation

Address: 2750 NE 185 Street, Suite 301  
Aventura, FL 33180

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me the undersigned authority personally appeared Gary Cohen, as President and Secretary of Two Islands Development Corporation, a Florida corporation, the authorized representative of the Applicant and/or the owner of the property subject to the application, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME this 14 day of October, 2014.

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA  
Zayda Camila Osorio  
Commission # EE058506  
Expires: JAN. 25, 2015  
BONDED THRU ATLANTIC BONDING CO., INC.

OWNER:

By: \_\_\_\_\_

Name: Gary Cohen (Signature)

Gary Cohen, as President of Last Lot Corp., a Florida corporation

Address: 2750 NE 185 Street, Suite 301  
Aventura, FL 33180

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me the undersigned authority personally appeared Gary Cohen, as President of Last Lot Corp., a Florida corporation, the authorized representative of the Applicant and/or the owner of the property subject to the application, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME this 14 day of October, 2014.

Notary Public State of Florida At Large

Printed Name of Notary

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA  
Zayda Camila Osorio  
Commission # EE058506  
Expires: JAN. 25, 2015  
BONDED THRU ATLANTIC BONDING CO., INC.

**AUTHORIZED REPRESENTATIVE OF APPLICANT:**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Address: \_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
(Signature)

Name: Gary Cohen  
Gary Cohen, as Managing Member of NI Holdings, LLC, a Florida limited liability company

Address: 2750 NE 185 Street, Suite 301  
Aventura, FL 33180

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me the undersigned authority personally appeared Gary Cohen, as Managing Member of NI Holdings, LLC, a Florida limited liability company, the authorized representative of the Applicant and/or the owner of the property subject to the application, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

Gary Cohen  
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME this 14 day of October, 2014.

Zayda C. Osorio  
Notary Public State of Florida At Large  
11/25/15

Printed Name of Notary

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA  
Zayda Camila Osorio  
Commission # EE058506  
Expires: JAN. 25, 2015  
BONDED THRU ATLANTIC BONDING CO., INC.

**BUSINESS RELATIONSHIP AFFIDAVIT\***

This Affidavit is made pursuant to Section 31-71(b)(2)(ii) of the City of Aventura Land Development Code. The undersigned Affiant hereby discloses that (mark with "x" applicable portions only):

- 1. Affiant does not have a Business Relationship with any member of the City Commission or any City Advisory Board to which the application will be presented.
- 2. Affiant hereby discloses that it does have a Business Relationship with a member of the City Commission or a City Advisory Board to which the application will be presented, as follows:

\_\_\_\_\_ (List name of Commissioner or Advisory Board Member) who serves on the \_\_\_\_\_

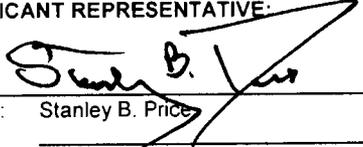
\_\_\_\_\_ (List City Commission or City Advisory Board upon which member serves).

The nature of the Business Relationship is as follows:

- i. Member of City Commission or Board holds an ownership interest in excess of 1% of total assets or capital stock of Applicant or Representative;
- ii. Member of City Commission or Board is a partner, co-shareholder (as to shares of a corporation which are not listed on any national or regional stock exchange) or joint venturer with the Applicant or Representative in any business venture;
- iii. The Applicant or Representative is a Client of a member of the City Commission or Board or a Client of another professional working from the same office or for the same employer as the member of the City Commission or Board;
- iv. A City Commissioner or Board member is a Client of the Applicant or Representative;
- v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;
- vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS 14<sup>th</sup> DAY OF OCT., 2014.

**APPLICANT REPRESENTATIVE:**

By:  (Signature)  
 Name: Stanley B. Price (Print)  
 Title: \_\_\_\_\_ (Print)

WITNESS MY HAND THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.

**PROPERTY OWNER:**

By: \_\_\_\_\_ (Signature)  
 Name: \_\_\_\_\_ (Print)  
 Title: \_\_\_\_\_ (Print)

\*The terms "Business Relationship," "Client" "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-395 of the Aventura City Code.

**BUSINESS RELATIONSHIP AFFIDAVIT\***

This Affidavit is made pursuant to Section 31-71(b)(2)(ii) of the City of Aventura Land Development Code. The undersigned Affiant hereby discloses that (mark with "x" applicable portions only):

- 1. Affiant does not have a Business Relationship with any member of the City Commission or any City Advisory Board to which the application will be presented.
- 2. Affiant hereby discloses that it does have a Business Relationship with a member of the City Commission or a City Advisory Board to which the application will be presented, as follows:

\_\_\_\_\_ (List name of Commissioner or Advisory Board Member) who serves on the

\_\_\_\_\_ (List City Commission or City Advisory Board upon which member serves).

The nature of the Business Relationship is as follows:

- i. Member of City Commission or Board holds an ownership interest in excess of 1% of total assets or capital stock of Applicant or Representative;
- ii. Member of City Commission or Board is a partner, co-shareholder (as to shares of a corporation which are not listed on any national or regional stock exchange) or joint venturer with the Applicant or Representative in any business venture;
- iii. The Applicant or Representative is a Client of a member of the City Commission or Board or a Client of another professional working from the same office or for the same employer as the member of the City Commission or Board;
- iv. A City Commissioner or Board member is a Client of the Applicant or Representative;
- v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;
- vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS 4<sup>th</sup> DAY OF October, 2014.

**APPLICANT REPRESENTATIVE:**

By:  (Signature)  
 Name: Brian S. Adler (Print)  
 Title: \_\_\_\_\_ (Print)

WITNESS MY HAND THIS \_\_\_ DAY OF \_\_\_\_\_, 2014.

**PROPERTY OWNER:**

By: \_\_\_\_\_ (Signature)  
 Name: \_\_\_\_\_ (Print)  
 Title: \_\_\_\_\_ (Print)

\*The terms "Business Relationship," "Client" "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-395 of the Aventura City Code.

**BUSINESS RELATIONSHIP AFFIDAVIT\***

This Affidavit is made pursuant to Section 31-71(b)(2)(ii) of the City of Aventura Land Development Code. The undersigned Affiant hereby discloses that (mark with "x" applicable portions only):

1. Affiant does not have a Business Relationship with any member of the City Commission or any City Advisory Board to which the application will be presented.

2. Affiant hereby discloses that it does have a Business Relationship with a member of the City Commission or a City Advisory Board to which the application will be presented, as follows:

\_\_\_\_\_ (List name of Commissioner or Advisory Board Member) who serves on the \_\_\_\_\_.

\_\_\_\_\_ (List City Commission or City Advisory Board upon which member serves).

The nature of the Business Relationship is as follows:

i. Member of City Commission or Board holds an ownership interest in excess of 1% of total assets or capital stock of Applicant or Representative;

ii. Member of City Commission or Board is a partner, co-shareholder (as to shares of a corporation which are not listed on any national or regional stock exchange) or joint venturer with the Applicant or Representative in any business venture;

iii. The Applicant or Representative is a Client of a member of the City Commission or Board or a Client of another professional working from the same office or for the same employer as the member of the City Commission or Board;

iv. A City Commissioner or Board member is a Client of the Applicant or Representative;

v. The Applicant or Representative is a Customer of the member of the City Commission or Board (or of his or her employer) and transacts more than \$10,000.00 of the business of the member of the City Commission or Board (or his or her employer) in a given calendar year;

vi. The member of the City Commission or Board is a Customer of the Applicant or Representative and transacts more than \$25,000.00 of the business of the Applicant or Representative in a given calendar year.

WITNESS MY HAND THIS 14 DAY OF OCTOBER, 2014.

**PROPERTY OWNER AND APPLICANT:**

By: \_\_\_\_\_ (Signature)

Name: Gary Cohen as \_\_\_\_\_ (Print)

Trustee under that certain Trust Agreement dated December 22, 1995 and known as Trust No. 75-LT-21 (Print)

WITNESS MY HAND THIS 14 DAY OF OCTOBER, 2014.

**PROPERTY OWNER AND APPLICANT:**

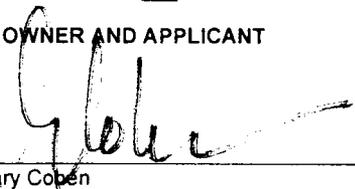
By: \_\_\_\_\_ (Signature)

Name: Gary Cohen \_\_\_\_\_ (Print)

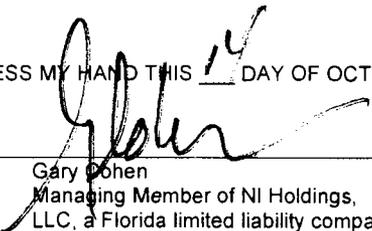
Title: President and Secretary of Two Islands Development Corp., a Florida corporation \_\_\_\_\_ (Print)

WITNESS MY HAND THIS 14 DAY OF OCTOBER, 2014.

PROPERTY OWNER AND APPLICANT

By:  (Signature)  
Name: Gary Cohen (Print)  
Title: President of Last Lot Corporation,  
a Florida corporation (Print)

WITNESS MY HAND THIS 14 DAY OF OCTOBER, 2014.

By:  (Signature)  
Name: Gary Cohen (Print)  
Title: Managing Member of NI Holdings,  
LLC, a Florida limited liability company (Print)

WITNESS MY HAND THIS 14 DAY OF OCTOBER, 2014.

\*The terms "Business Relationship," "Client" "Customer," "Applicant," "Representative" and "Interested Person" are defined in Section 2-395 of the Aventura City Code.

WITNESS MY HAND THIS 14<sup>th</sup> DAY OF October, 2014.

REPRESENTATIVE (Listed on Business Relationship Affidavit):

By: Stanley B. Price (Signature)  
Name: Stanley B. Price (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: Brian S. Adler (Signature)  
Name: Brian S. Adler (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: Gary Cohen (Print)  
Title: Trustee under that certain Trust Agreement dated December 22, 1995 and known as Trust No. 75-LT-21 (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: Gary Cohen (Print)  
Title: President and Secretary of Two Islands Development Corp. (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: Gary Cohen (Print)  
Title: President of Last Lot Corp. (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: Gary Cohen (Print)  
Title: Managing Member of NI Holdings, LLC (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

**NOTE: 1) Use duplicate sheets if disclosure information for Representative varies.**

2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit becomes incorrect or incomplete.

NOTARIZATION PROVISION

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared Stanley B. Price, the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this 14 day of Oct, 2014

Signature of Stanley B. Price
AFFIANT



IBIS DIAZ
MY COMMISSION # FF 11262
EXPIRES: May 24, 2018
Notary Public State of Florida At Large
Printed Name of Notary: IBIS DIAZ
My commission expires:

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared Brian S. Adler, the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this 14 day of Oct, 2014

Signature of Brian S. Adler
AFFIANT



IBIS DIAZ
MY COMMISSION # FF 11262
EXPIRES: May 24, 2018
Notary Public State of Florida At Large
Printed Name of Notary: IBIS DIAZ
My commission expires:

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared Gary Cohen as Trustee as Trustee under that certain Trust Agreement dated December 22, 1995 and known as Trust No. 75-LT-21, the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_ day of \_\_\_\_, 2014

AFFIANT

Notary Public State of Florida At Large
Printed Name of Notary
My commission expires:

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared Gary Cohen as President and Secretary of Two Islands Development Corporation, a Florida corporation, the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_ day of \_\_\_\_, 2014

AFFIANT

Notary Public State of Florida At Large
Printed Name of Notary
My commission expires:

WITNESS MY HAND THIS 14 DAY OF October, 2014.

REPRESENTATIVE (Listed on Business Relationship Affidavit):

By: \_\_\_\_\_ (Signature)  
Name: Stanley B. Price (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: Brian S. Adler (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: Gary Cohen (Print)  
Title: Trustee under that certain Trust Agreement dated December 22, 1995 and known as Trust No. 75-LT-21 (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: Gary Cohen (Print)  
Title: President and Secretary of Two Islands Development Corp. (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: Gary Cohen (Print)  
Title: President of Last Lot Corp. (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: Gary Cohen (Print)  
Title: Managing Member of NI Holdings, LLC (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_ (Print)

**NOTE: 1) Use duplicate sheets if disclosure information for Representative varies.**

2) Applicants and Affiants are advised to timely supplement this Affidavit pursuant to Sec. 31-71(b)(2)(iv) of the City's Land Development Regulations in the City Code, in the event that prior to consideration of the application by the City Board or Commission, the information provided in the Affidavit becomes incorrect or incomplete.

NOTARIZATION PROVISION

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared Stanley B. Price, the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_ day of \_\_\_\_, 2014

AFFIANT
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires:

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared Brian S. Adler, the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this \_\_\_ day of \_\_\_\_, 2014

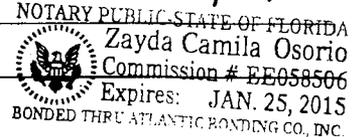
AFFIANT
Notary Public State of Florida At Large
Printed Name of Notary
My commission expires:

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared Gary Cohen as Trustee as Trustee under that certain Trust Agreement dated December 22, 1995 and known as Trust No. 75-LT-21, the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this 14 day of OCT, 2014

AFFIANT
Notary Public State of Florida At Large
Printed Name of Notary Zayda C. Osorio
My commission expires: 1/25/15

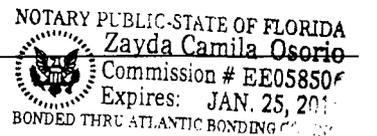


STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

Before me, the undersigned authority, personally appeared Gary Cohen as President and Secretary of Two Islands Development Corporation, a Florida corporation, the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this 14 day of OCT, 2014

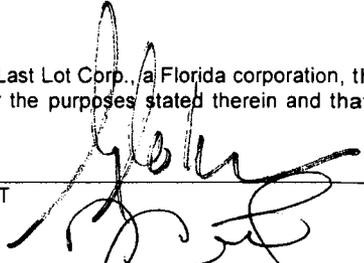
AFFIANT
Notary Public State of Florida At Large
Printed Name of Notary Zayda C. Osorio
My commission expires: 1/25/15



STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

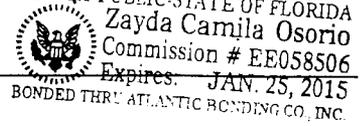
Before me, the undersigned authority, personally appeared Gary Cohen, as President of Last Lot Corp., a Florida corporation, the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this 4 day of OCT, 2014

AFFIANT  


Notary Public State of Florida At Large  
Zayda C. Osorio

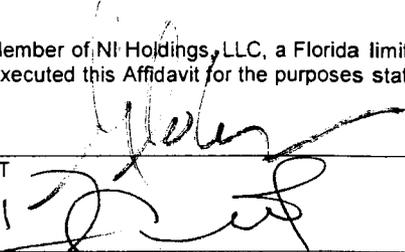
Printed Name of Notary  
My commission expires: 1/25/15



STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

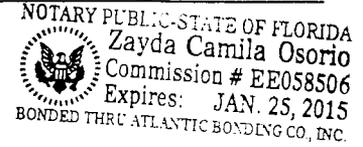
Before me, the undersigned authority, personally appeared Gary Cohen, as Managing Member of NI Holdings, LLC, a Florida limited liability company, the Affiant, who being first by me duly sworn, did swear or affirm that he/she executed this Affidavit for the purposes stated therein and that it is true and correct.

SWORN TO AND SUBSCRIBED before me this 4 day of OCT, 2014

AFFIANT  


Notary Public State of Florida At Large  
Zayda C. Osorio

Printed Name of Notary  
My commission expires: 1/25/15



**RESOLUTION NO. 2014-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA CONCERNING A REQUEST TO AMEND RESOLUTION NO. 98-77 TO REMOVE CONDITION 3. THEREBY DELETING THE REQUIREMENT FOR A SIDEWALK ON BOTH SIDES OF THE STREET UNDER CERTAIN CIRCUMSTANCES, FOR PROPERTY LOCATED EAST OF WILLIAMS ISLAND ON THE SOUTHERNMOST ISLAND IN DUMFOUNDLING BAY KNOWN AS "ISLAND ESTATES", CITY OF AVENTURA MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Two Islands Development Corp. was granted variance approval by Resolution No. 98-77 adopted by the City Commission of the City of Aventura on September 1, 1998, subject to certain conditions; and

**WHEREAS**, Condition 3. of Resolution No. 98-77 states that the applicant will agree to install a sidewalk on both sides of the street on the southernmost island if the second island should be developed with residential units other than single family homes; and

**WHEREAS**, the second island is now proposed for multifamily development; and

**WHEREAS**, the applicants, Gary Cohen, Trustee, Two Islands Development Corp., NI Holdings LLC and Last Lot Corp. are requesting, through Application 01-MRC-15, removal of Condition 3. of Resolution No. 98-77 thereby deleting the requirement for a sidewalk on both sides of the street under certain circumstances; and

**WHEREAS**, following proper notice, the City Commission has held a public hearing, as provided by law; and

**WHEREAS**, the City Commission finds that the Application meets/does not meet the criteria of the applicable codes and ordinances, to the extent the Application is granted/denied herein.

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

**Section 1.** The applicants' request to remove Condition 3. of Resolution No. 98-77 is hereby approved/denied.

**Section 2.** The City Manager is authorized to cause the issuance or denial of permits in accordance with approvals/denials and conditions herein provided and to indicate such approvals/denials and conditions upon the records of the City.

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

**Section 4.** Issuance of this development order by the City of Aventura does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Aventura for issuance of the development order if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state and federal permits must be obtained before commencement of the development. This condition is included pursuant to Section 166.033, Florida Statutes, as amended.

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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Mayor Enid Weisman	_____

**PASSED AND ADOPTED** this 12<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
MAYOR ENID WEISMAN

ATTEST:

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

This Resolution was filed in the Office of the City Clerk this \_\_\_\_\_ day of November, 2014.

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

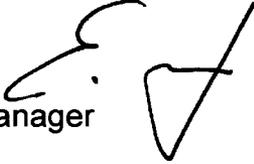
EXHIBIT "A"  
LEGAL DESCRIPTION

Tract A, B, C, D and H and Lot 1, Block 2, Island Estates, according to the plat thereof, as recorded in Plat Book 155, Page 3, of the Public Records of Miami-Dade County, Florida.

**CITY OF AVENTURA**  
**FINANCE DEPARTMENT**

**MEMORANDUM**

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: November 3, 2014

SUBJECT: **End of Year Budget Amending Ordinance – FY 2013/14**

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1<sup>st</sup> Reading November 12, 2014 City Commission Meeting Agenda Item 8  
2<sup>nd</sup> Reading January 6, 2015 City Commission Meeting Agenda Item \_\_\_\_\_

**RECOMMENDATION**

It is recommended that the City Commission approve the attached ordinance amending the FY 2013/14 budget.

**BACKGROUND**

As it does this time of year, the Finance Department is preparing the City's financial records for the FY 2013/14 year-end audit. Now that most of our year-end adjustments have been made, we have the information needed to formally amend the FY 2013/14 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 of our actual expenditures.

In order to comply with Section 166.241 (4) of the Florida Statutes, the related ordinance will appear on the November 2014 and January 2015 agendas. Although this Section requires all budget amendments be made "within 60 days following the end of the fiscal year," the second reading of the ordinance (consistent with past practice) will not occur until January 2015 as there is no December meeting. The ordinance will however appear on first reading prior to the November 29, 2014 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 expenditure accounts that are primarily responsible for the amendment. In some cases, associated revenues may be increased to justify the overage in expenditures as described above. Listed below is a summary of the amendments for the City's General Fund, by department and the Police Offduty Services Fund and the circumstances that support each recommendation.

**General Fund – (001) – (\$862,000 net increase)**

**Legal (0601) – (\$25,000 increase)**

**3120 – Prof. Services - Legal**

Requires a \$25,000 budget amendment due to Legal fees primarily related to the ongoing Williams Island POA litigation. This overage will be offset by \$25,000 in additional Half Cent Sales Tax revenue (3351800).

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**City Clerk (0801) – (\$12,000 increase)**

**1201 – Employee Salaries**

Requires an \$8,000 budget amendment due to a higher than budgeted bonus approved by the City Commission to the City Clerk.

**4740 – Ordinance Codification**

Requires a \$1,900 budget amendment primarily due to higher than anticipated costs related to the codification of ordinances.

**4911 – Legal Advertising**

Requires a \$2,100 budget amendment primarily due to higher than anticipated legal advertising costs pertaining to an increase in development activity.

All three (3) overages above will be offset by \$12,000 in additional Half Cent Sales Tax revenue (3351800).

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**Community Development (4001) – (\$600,000 increase)**

**3101 – Building Inspection Services**

Requires a \$536,000 budget amendment due to higher than anticipated building activity experienced during the year which will be offset by \$536,000 in additional Building Permit revenue (3221000)

**3190 – Prof. Services**

Requires a budget amendment of \$64,000 due to higher than anticipated planning review and landscape consultant services activity experienced during the year which will be offset by \$64,000 in additional Development Review Fees (3425000) paid by development applicants.

Community Services (5001) – (\$125,000 increase)

3451 – Beautification/Signage

Requires a \$32,000 budget amendment due to add on repairs and painting related to street furniture as well as the purchase of banner arms and related hardware.

4620 – R&M Buildings

Requires a \$21,000 budget amendment primarily due to unanticipated repairs and the replacement of HVAC units at the Community Recreation Center.

Both overages above will be offset by \$53,000 in additional Half Cent Sales Tax revenue (3351800).

4854 – Summer Recreation

Requires a \$72,000 budget amendment primarily due to the higher than anticipated participation in the Summer Recreation Program this year which will be offset by \$72,000 in additional Summer Recreation revenue (3475000).

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Non-Departmental – Transfer (\$100,000 increase)

9118 – Transfer to Charter School Fund

Requires a \$100,000 budget amendment for the transfer of funds to the Charter School Fund that resulted from the sale of City land and which was previously approved by the City Commission. This expenditure was offset by \$100,000 in proceeds that resulted from the Sale of Asset [Land] (3644200).

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**Police Offduty Services Fund – (620) – (\$50,000 net increase)**

1420 – Extra Duty Detail

Requires a \$50,000 budget amendment due to higher than anticipated Extra Duty Details that will be offset by \$50,000 in additional Police Detail Billing (3421000).

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The budget amendments outlined above, are expected to have little to no impact on the FY 2013/14 overall budget or carryover amount that was utilized in the preparation of the FY 2014/15 budget. Based on this analysis, I recommend approval of the attached Ordinance.

**ORDINANCE NO. 2014-\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2013-09 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2013/2014 FISCAL YEAR BY REVISING THE 2013/2014 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 2013/2014 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. 2013-09, which Ordinance adopted a budget for the 2013/2014 fiscal year, by revising the 2013/2014 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, 2013.

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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Mayor Enid Weisman	_____

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 Enbar Cohen	_____
Commissioner Teri Holzberg	_____
Commissioner Denise Landman	_____
Commissioner Marc Narotsky	_____
Commissioner Robert Shelley	_____
Commissioner Howard Weinberg	_____
Mayor Enid Weisman	_____

**PASSED AND ADOPTED** on first reading this 12<sup>th</sup> day of November, 2014.

**PASSED AND ADOPTED** on second reading this \_\_\_\_ day of January, 2015.

ATTEST:

\_\_\_\_\_  
MAYOR ENID WEISMAN

\_\_\_\_\_  
ELLISA L. HORVATH, MMC  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

**CITY OF AVENTURA  
GENERAL FUND 001  
FY 2013/14 BUDGET AMENDMENT**

**REVENUES**

3221000	Building Permits	\$ 1,450,000	\$ 536,000	\$ 1,986,000
3351800	Half Cent Sales Tax	2,300,000	90,000	2,390,000
3425000	Development Review Fees	90,000	64,000	154,000
3475000	Summer Recreation	450,000	72,000	522,000
3644200	Sale of Assets	10,000	100,000	110,000
	<b>Total Revenue</b>	<b>\$ 4,300,000</b>	<b>\$ 862,000</b>	<b>\$ 5,162,000</b>
	<b>TOTAL AMENDMENTS - REVENUE</b>		<b>\$ 862,000</b>	

**EXPENDITURES**

<b>LEGAL (0601)</b>				
<b><u>CONTRACTUAL SERVICES</u></b>				
3120	Prof. Services - Legal	\$ 265,000	\$ 25,000	\$ 290,000
	<b>Total Legal</b>	<b>\$ 265,000</b>	<b>\$ 25,000</b>	<b>\$ 290,000</b>
<b>CITY CLERK (0801)</b>				
<b><u>PERSONAL SERVICES</u></b>				
1201	Employee Salaries	\$ 172,659	\$ 8,000	\$ 180,659
<b><u>OTHER CHARGES &amp; SERVICES</u></b>				
4740	Ordinance Codification	2,000	1,900	3,900
4911	Legal Advertising	25,000	2,100	27,100
	<b>Total City Clerk</b>	<b>\$ 199,659</b>	<b>\$ 12,000</b>	<b>\$ 211,659</b>
<b>COMMUNITY DEVELOPMENT (4001)</b>				
<b><u>CONTRACTUAL SERVICES</u></b>				
3101	Building Inspection Services	\$ 1,000,000	\$ 536,000	\$ 1,536,000
3190	Prof. Services	35,000	64,000	99,000
	<b>Total Community Development</b>	<b>\$ 1,035,000</b>	<b>\$ 600,000</b>	<b>\$ 1,635,000</b>
<b>COMMUNITY SERVICES (5001)</b>				
<b><u>CONTRACTUAL SERVICES</u></b>				
3451	Beautification/Signage	\$ 70,000	\$ 32,000	\$ 102,000
<b><u>OTHER CHARGES &amp; SERVICES</u></b>				
4620	R&M - Buildings	60,000	21,000	81,000
4854	Summer Recreation	310,000	72,000	382,000
	<b>Total Community Services</b>	<b>\$ 440,000</b>	<b>\$ 125,000</b>	<b>\$ 565,000</b>
<b>NON-DEPARTMENTAL - TRANSFERS (9001)</b>				
<b><u>TRANSFERS</u></b>				
9118	Transfer to Charter School Fund	\$ 100,000	\$ 100,000	\$ 200,000
	<b>Total Non-Departmental Transfers</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 200,000</b>
	<b>TOTAL AMENDMENTS - EXPENDITURES</b>		<b>\$ 862,000</b>	

CITY OF AVENTURA  
**POLICE OFFDUTY SERVICES FUND 620**  
 FY 2013/14 BUDGET AMENDMENT

**REVENUES**

	<u>Charges for Services</u>			
3421100	Police Detail Billing	\$ 225,000	\$ 50,000	\$ 275,000
	Total Revenue	<u>\$ 225,000</u>	<u>\$ 50,000</u>	<u>\$ 275,000</u>
	TOTAL AMENDMENTS - REVENUE		<u>\$ 50,000</u>	

**EXPENDITURES**

	<u>PERSONAL SERVICES</u>			
	<u>Public Safety</u>			
1420	Extra Duty Detail	\$ 225,000	\$ 50,000	\$ 275,000
	Total Expenditures	<u>\$ 225,000</u>	<u>\$ 50,000</u>	<u>\$ 275,000</u>
	TOTAL AMENDMENTS - EXPENDITURES		<u>\$ 50,000</u>	