

**City Commission**

Enid Weisman, Mayor

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



**City Manager**

Eric M. Soroka, ICMA-CM

**City Clerk**

Ellisa L. Horvath, MMC

**City Attorney**

Weiss Serota Helfman  
Cole & Bierman

**CITY COMMISSION MEETING  
AGENDA**

**MAY 5, 2015 – 6:00 PM**

**Aventura 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 Award
  - Certificate of Appreciation – Aventura Property Managers Association
  - Proclamation – Dr. Michael M. Krop Senior High School Tennis Teams
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:**
    - April 7, 2015 Commission Regular Meeting
    - April 16, 2015 Commission Regular Meeting
    - April 16, 2015 Commission Workshop Meeting
  - B. **MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$231,000 FOR CAMERAS FOR PROPERTY ROOM AND IN CAR VIDEO CAMERAS FROM THE FEDERAL POLICE FORFEITURE FUNDS IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.**

- C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; ALLOWING THE CITY TO QUALIFY FOR FEDERAL HIGHWAY ADMINISTRATION FUNDS THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT ON THE CITY OF AVENTURA'S PEDESTRIAN REFLECTORIZED BEACON IMPROVEMENTS PROJECT; 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; AND PROVIDING FOR AN EFFECTIVE DATE.
- D. 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 BERMELO, AJAMIL & PARTNERS, INC. AND THE CITY OF AVENTURA FOR THE NE 188 STREET PARK PROJECT; AUTHORIZING MASTER PLAN PHASE II SERVICES IN THE AMOUNT OUTLINED IN EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, 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-DADE COUNTY 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. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDING AND LETTING A BID/CONTRACT FOR BID NO. 15-04-17-2, HOLIDAY LIGHT DISPLAY TO MIAMI CHRISTMAS LIGHTS AT THE BID PRICE OF \$57,675.00; 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.
- G. 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 AGREEMENT BETWEEN THE CITY OF AVENTURA AND TIDAL BASIN GOVERNMENT CONSULTING, LLC TO PERFORM PROFESSIONAL DISASTER DEBRIS MONITORING SERVICES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

**H. A RESOLUTION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING CS/SB 286 “CLASSIFIED ADVERTISEMENT WEBSITES” SAFE HAVEN FOR TRANSACTIONS LEGISLATION; PROVIDING FOR AN EFFECTIVE DATE.**

**7. ZONING HEARINGS - QUASI-JUDICIAL PUBLIC HEARINGS:** Please be advised that the following items on the Commission's agenda are quasi-judicial in nature. If you wish to object or comment upon any of these items, please inform the Mayor when she requests public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further details of the quasi-judicial procedures may be obtained from the Clerk. **None**

**8. ORDINANCES - FIRST READING/PUBLIC INPUT: None**

**9. ORDINANCES - SECOND READING/PUBLIC HEARING:**

**CITY COMMISSION, IN ITS CAPACITY AS THE AVENTURA CITY OF EXCELLENCE SCHOOL BOARD OF DIRECTORS:**

**AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2015/2016 (JULY 1 – JUNE 30), PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR ENCUMBRANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**11. REPORTS**

**12. PUBLIC COMMENTS**

**13. OTHER BUSINESS: None**

**14. ADJOURNMENT**

**FUTURE MEETINGS\***

**COMMISSION MEETING – JUNE 2, 2015 AT 6 PM  
COMMISSION CHAMBER**

**COMMISSION WORKSHOP – JUNE 23, 2015 AT 9 AM  
EXECUTIVE CONFERENCE ROOM (5<sup>TH</sup> FLOOR)**

\*Meeting dates and times are subject to change. Please check the City's website for the most current schedule.

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  
APRIL 7, 2015 – 6:00 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 Enid Weisman at 6:00 p.m. Present were the following: Mayor Enid Weisman, Vice Mayor Teri Holzberg, Commissioner Enbar Cohen, Commissioner Denise Landman, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.
2. **PLEDGE OF ALLEGIANCE:** The Pledge was led by resident Bonnie Lotterman.
3. **AGENDA: REQUESTS FOR DELETIONS/EMERGENCY ADDITIONS:** None.
4. **SPECIAL PRESENTATIONS:**
  - **Employee Service Award:** Mr. Soroka presented Police Officer Carolyn Gray with an award, recognizing her fifteen years of service.
  - **“State of the City” – Mayor Weisman:** Mayor Weisman presented the State of the City for 2015, including projects, initiatives, and goals.
5. **CONSENT AGENDA:** There were no requests from the public to address the Commission.

A motion to approve the items on the Consent Agenda was offered by Commissioner Shelley, seconded by Vice Mayor Holzberg, and passed unanimously by roll call vote. The following action was taken:

- A. Minutes were approved as follows:
  - March 3, 2015 Commission Regular Meeting
  - March 6, 2015 Commission Workshop Meeting
  - March 18, 2015 Commission Workshop Meeting

- B. **Resolution No. 2015-21** was adopted as follows:

**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. Resolution No. 2015-22** 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 AUDIT ENGAGEMENT AGREEMENT BETWEEN THE CITY OF AVENTURA AND ALBERNI CABALLERO & FIERMAN, LLP; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**D.** Motion was approved as follows:

**MOTION TO APPROVE ANNUAL APPROPRIATION OF SCHOLARSHIP AWARD TO KROP HIGH SCHOOL STUDENTS.**

**E. Resolution No. 2015-23** was adopted as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO REQUEST THE FLORIDA DEPARTMENT OF TRANSPORTATION TO LEASE TO THE CITY OF AVENTURA LAND REFERRED TO IN EXHIBIT “A” SITUATED NEAR EAST DIXIE HIGHWAY AND NE 206<sup>TH</sup> STREET FOR PUBLIC PURPOSE TO BE UTILIZED BY THE AVENTURA POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

**F. Resolution No. 2015-24** was adopted as follows:

**A RESOLUTION OF THE CITY OF AVENTURA, FLORIDA, SUPPORTING THE TOWN OF SURFSIDE’S RESOLUTION URGING THE STATE OF FLORIDA LEGISLATURE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (“FDEP”) TO ESTABLISH CHEMICAL TESTING STANDARDS PRIOR TO ISSUING A COASTAL CONSTRUCTION CONTROL LINE (“CCCL”) PERMIT WHICH AUTHORIZES THE TRANSFER AND PLACEMENT OF EXCAVATED SAND SEAWARD OF THE COASTAL CONSTRUCTION CONTROL LINE ONTO A PUBLIC BEACH; PROVIDING DIRECTION TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.**

**G. Resolution No. 2015-25** was adopted as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDS AND LETTING A BID/CONTRACT FOR BID NO. 15-03-18-2, NE 29 PL NORTH DRAINAGE AND ROAD RESURFACING IMPROVEMENTS TO WILLIAMS PAVING COMPANY, INC. AT THE BID PRICE OF \$528,491.62; 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. 2015-26** was adopted as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SELECTING THE FIRM OF TIDAL BASIN GOVERNMENT CONSULTING, LLC TO PERFORM PROFESSIONAL DISASTER DEBRIS MONITORING SERVICES RELATIVE TO RFP NO. 15-03-11-2, DISASTER DEBRIS MONITORING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE TERMS AND FEES FOR SAID SERVICES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

6. **ZONING HEARINGS: QUASI-JUDICIAL PUBLIC HEARINGS:** Mr. Wolpin reviewed the quasi-judicial procedures. Mrs. Horvath administered the oath to all those wishing to offer testimony.

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO PERMIT THE SALE AND SERVICE OF BEER, WINE AND CHAMPAGNE AT THE BELUGA CAVIAR BAR AT KIOSK K-2000 IN THE AVENTURA MALL AT 19501 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Vice Mayor Holzberg and seconded by Commissioner Weinberg.

Community Development Director Joanne Carr addressed the Commission and entered the staff report into the record, which recommended approval, subject to the conditions specified in Section 1 of the resolution, with an amendment to the hours listed in Section 1(iv) as follows: The applicant's hours of operation shall be Sunday to Thursday from opening until 11 p.m. and Friday and Saturday from opening until 12 a.m.

Mark Zaslavsky, President of Beluga Bar Inc., provided testimony on behalf of the Applicant.

Mayor Weisman opened the public hearing. There being no speakers, the public hearing was closed.

A motion for approval was offered by Commissioner Weinberg and seconded by Commissioner Landman, to accept the revision to Section 1(iv). The motion for approval passed unanimously by roll call vote.

A motion for approval of the amended Resolution, including the changes to Section 1(iv), was offered by Commissioner Shelley and seconded by Commissioner Narotsky. The motion for approval passed unanimously by roll call vote and **Resolution No. 2015-27** was adopted.

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING SIGN VARIANCE FOR BEALLBERRY LLC, ON PROPERTY LOCATED AT 21211 BISCAYNE BOULEVARD, CITY OF AVENTURA; PROVIDING AN EFFECTIVE DATE.**

A motion for approval was offered by Commissioner Narotsky and seconded by Commissioner Landman.

Community Development Director Joanne Carr addressed the Commission and entered the staff report into the record, which recommended approval, subject to the conditions specified in Section 1 of the resolution.

Marie Friedstein, C & C Signs, provided testimony on behalf of the Applicant.

Mayor Weisman 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. 2015-28** was adopted.

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO PERMIT THE SALE OF BEER AND WINE IN A GROCERY SECTION OF THE BED BATH & BEYOND STORE LOCATED AT 19205 BISCAYNE BOULEVARD, CITY OF AVENTURA, NOTWITHSTANDING THE SPACING AND DISTANCE REQUIREMENTS FOR THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES REGULATED BY SECTION 4-2(a) AND SECTION 4-2(b) OF THE CITY CODE; PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Commissioner Cohen and seconded by Vice Mayor Holzberg.

Community Development Director Joanne Carr addressed the Commission and entered the staff report into the record, which recommended approval, subject to the conditions specified in Section 2 of the resolution.

Steve Carter, Bed, Bath & Beyond - Regional Manager for South Florida, provided testimony on behalf of the Applicant.

Mayor Weisman 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. 2015-29** was adopted.

7. **ORDINANCES - FIRST READING – PUBLIC INPUT:** Mr. Wolpin read the following ordinance by title:

**CITY COMMISSION, IN ITS CAPACITY AS THE AVENTURA CITY OF EXCELLENCE SCHOOL BOARD OF DIRECTORS:**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2014-07, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2014/2015 (JULY 1 – JUNE 30) BY REVISING THE 2014/2015 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Commissioner Weinberg and seconded by Commissioner Narotsky. Mr. Soroka explained the Ordinance.

Mayor Weisman opened the public hearing. There being no speakers, the public hearing was closed.

The motion for approval passed unanimously by roll call vote and the Ordinance passed on first reading.

8. **ORDINANCES - SECOND READING/PUBLIC HEARING:** Mr. Wolpin read the following ordinance by title:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2014-10 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2014/2015 FISCAL YEAR BY REVISING THE 2014/2015 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.**

A motion for approval was offered by Vice Mayor Holzberg and seconded by Commissioner Shelley. Mr. Soroka explained the Ordinance.

Mayor Weisman 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. 2015-02** was adopted.

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

10. **REPORTS:**

Commissioner Landman provided information on the April 18<sup>th</sup> movie night.

Mayor Weisman provided information on the May 8<sup>th</sup> Arbor Day celebration and the May 9<sup>th</sup> movie night.

**11. PUBLIC COMMENTS:** The following members of the public provided comments: Arthur Shanker (4000 Island Blvd #505, Aventura), Dara Clarke (3916 Island Estates Drive, Aventura), Arnold Resnick (3370 Hidden Bay Drive #1508, Aventura), David Clarke (3916 Island Estates Drive, Aventura), Leonard Kraus (7000 Island Blvd. #2306, Aventura), Peter Murphy (3340 N.E. 190 Street #1608, Aventura), Julia Barash (3370 Hidden Bay Drive #1508, Aventura), Shelly Rotbart (7000 Island Blvd. #1509, Aventura), and Irene Gitman (19355 Turnberry Way #23-D, Aventura).

Mr. Wolpin addressed comments regarding the sidewalk, site plan approval, and pending litigation regarding Williams Island and Prive.

**12. OTHER BUSINESS:** None.

**13. ADJOURNMENT:** There being no further business to come before the Commission at this time, a motion to adjourn was offered by Vice Mayor Holzberg, seconded by Commissioner Narotsky, and passed unanimously. The meeting was adjourned at 7:20 p.m.

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Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on May 5, 2015.



**CITY COMMISSION  
REGULAR MEETING MINUTES  
APRIL 16, 2015 – 9:00 A.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 Enid Weisman at 9:00 a.m. Present were the following: Mayor Enid Weisman, Vice Mayor Teri Holzberg, Commissioner Enbar Cohen, Commissioner Denise Landman, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

2. **ORDINANCE - FIRST READING – PUBLIC INPUT:** Mr. Wolpin read the following ordinance by title:

**CITY COMMISSION, IN ITS CAPACITY AS THE AVENTURA CITY OF EXCELLENCE SCHOOL BOARD OF DIRECTORS:**

**AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2015/2016 (JULY 1 – JUNE 30), PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR ENCUMBRANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Vice Mayor Holzberg and seconded by Commissioner Shelley.

Mr. Soroka explained the Ordinance and highlighted the following: number of students, performance pay plan, food service, technology enhancement, and addition of a teacher. He discussed the healthy reserves and reported on the school's positive finances.

Julie Alm – Principal, explained the teacher performance pay plan, which is a State approved evaluation system.

Mayor Weisman opened the public hearing. There being no speakers, the public hearing was closed.

The motion for approval passed unanimously by roll call vote and the Ordinance passed on first reading.

3. **ORDINANCE - SECOND READING/PUBLIC HEARING:** Mr. Wolpin read the following ordinance by title:

**CITY COMMISSION, IN ITS CAPACITY AS THE AVENTURA CITY OF EXCELLENCE SCHOOL BOARD OF DIRECTORS:**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING ORDINANCE NO. 2014-07, WHICH ORDINANCE ADOPTED A CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2014/2015 (JULY 1 – JUNE 30) BY REVISING THE 2014/2015 FISCAL YEAR BUDGET DOCUMENT AS OUTLINED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

A motion for approval was offered by Commissioner Narotsky and seconded by Commissioner Cohen.

Mr. Soroka explained the Ordinance.

Mayor Weisman 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. 2015-03** was adopted.

**AVENTURA CITY OF EXCELLENCE SCHOOL RESIDENCY REQUIREMENT:**

**CITY COMMISSION, IN ITS CAPACITY AS THE AVENTURA CITY OF EXCELLENCE SCHOOL BOARD OF DIRECTORS:**

Mr. Soroka requested input on the School's residency requirement policy.

A motion for approval was offered by Commissioner Cohen and seconded by Commissioner Shelley to change the Aventura City of Excellence School residency policy as follows: Effective for the 2015/2016 school year, a resident needs to maintain residency within the City for the entire time that their child is enrolled in the school, or their child will be dis-enrolled from the school. Existing students that are non-residents will be grandfathered in. Parents will be required to sign a notification that they must retain residency for their child to attend the school. The motion for approval passed unanimously.

4. **RESOLUTION:** Mayor Weisman read the following resolution by title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, APPROVING THE ATTACHED AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY MANAGER AND THE CITY OF AVENTURA; PROVIDING MERIT BONUS; PROVIDING AN EFFECTIVE DATE.**

A motion for approval was offered by Commissioner Narotsky and seconded by Vice Mayor Holzberg.

Mayor Weisman and members of the Commission commended Mr. Soroka.

The motion for approval passed unanimously and **Resolution No. 2015-30** was adopted.

5. **ADJOURNMENT:** There being no further business to come before the Commission at this time, a motion to adjourn the regular meeting was offered by Commissioner Weinberg, seconded by Commissioner Shelley, and passed unanimously. The meeting was adjourned at 9:56 a.m.

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Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on May 5, 2015.



**CITY COMMISSION  
WORKSHOP MEETING MINUTES  
APRIL 16, 2015  
FOLLOWING COMMISSION MEETING AT  
9:00 A.M.**

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

**CALL TO ORDER/ROLL CALL:** The meeting was called to order by Mayor Enid Weisman at 10:02 a.m. The following were present: Mayor Enid Weisman, Vice Mayor Teri Holzberg, Commissioner Enbar Cohen, Commissioner Denise Landman, Commissioner Marc Narotsky, Commissioner Robert Shelley, Commissioner Howard Weinberg, City Manager Eric M. Soroka, City Clerk Ellisa L. Horvath, and City Attorney David M. Wolpin. As a quorum was determined to be present, the meeting commenced.

**1. RESOLUTION TO SUPPORT CRAIGSLIST SAFE HAVEN LEGISLATION (Mayor Weisman):** Mayor Weisman requested that a resolution be considered supporting proposed legislation CS/SB 286, encouraging the use of public facilities as safe-havens, to conduct sales transactions for items listed on classified advertisement websites, such as Craigslist.

**City Manager Summary:** It was the consensus of the City Commission to place a resolution on the May Commission Agenda, supporting safe-haven legislation (CS/SB 286).

**2. NALEO CONFERENCE (Commissioner Landman):** Commissioner Landman requested consensus for her to attend the National Association of Latino Elected and Appointed Officials Conference in June.

**City Manager Summary:** It was the consensus of the City Commission for Commissioner Landman to attend the NALEO Conference.

**3. DISCUSSION – CITY COMMUNICATIONS:** Mr. Soroka and Karen Lanke, IT Director, reviewed the current ways that the City communicated with the public. It was reported that the City Commission Meetings would be archived online, beginning in October, and the film club from Krop High School would be filming future City events.

**City Manager Summary:** No action.

**4. ART IN PUBLIC PLACES (City Manager):** Mr. Soroka reviewed the duties of the Arts in Public Places Advisory Board and explained that after the public art selection process, the Board was unable to select an artist/art for Government Center. As such, he requested input on the art program and guidance for the Board.

**City Manager Summary:** It was the consensus of the City Commission for the Arts in Public Places Advisory Board to seek loaned art/donations from art collectors and for the money in the budget to be used for the maintenance of those items.

**5. REQUEST FOR CERTIFICATE OF APPRECIATION (Commissioner Weinberg):** Commissioner Weinberg requested that the Aventura Property Managers Association (APMA) be recognized for their scholarship program.

**City Manager Summary:** It was the consensus of the City Commission to present a Certificate of Appreciation to the APMA at the May Commission Meeting.

The following items were approved by consensus of the Commission: cancel the May Workshop meeting and move the June Workshop meeting to June 23<sup>rd</sup> at 9:00 a.m.

**6. ADJOURNMENT:** There being no further business to come before the Commission, the meeting was adjourned by consensus at 10:50 a.m.

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Ellisa L. Horvath, MMC, City Clerk

Approved by the Commission on May 5, 2015.

**CITY OF AVENTURA**

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: April 22, 2015

SUBJECT: **Disbursement of Police Forfeiture Funds**

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**May 5, 2015 City Commission Meeting Agenda Item 6B**

**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 \$231,000 for cameras for property room and in car video cameras from the Federal Police Forfeiture Funds in accordance with the City Manager’s memorandum.”

This project funds the first phase of expanding the in car video camera program for 23 vehicles. The remainder of the patrol units will be phased in over the next year.

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

EMS/act

Attachment

CCO1893-15

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

**TO:** Eric M. Soroka, City Manager  
**FROM:** ~~Steven Steinberg, Chief of Police~~  
**DATE:** 20 April 2015  
**SUBJECT:** Use of Forfeiture Funds

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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:

Cameras/Equipment for Property Rooms	\$119,000
In Car Video Cameras	\$112,000

**Summary**

**Cameras/Equipment for Property Rooms** – Request to allocate up to \$119,000 for the completion of the surveillance camera project for both the old and new Property Rooms. The costs include the cameras and any additional equipment that may be needed to complete this project. See attached for details.

**In Car Video Cameras** – Request to allocate up to \$112,000 for twenty-three (23) in car video cameras. Twenty of the cameras will be installed in marked patrol units; three of the cameras will be keep as spares in the event a camera in use has mechanical issues. It can be immediately replaced with the spare. These funds, and city funds, will also cover the cost of the associated storage.

# CITY OF AVENTURA

## OFFICE OF THE CITY MANAGER

### MEMORANDUM

TO: City Commission

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

BY: Antonio F. Tomei, Capital Projects Manager *afT*

DATE: April 15, 2015

SUBJECT: **FDOT Local Agency Program Agreement  
Country Club Drive Pedestrian Safety Improvements**

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May 5, 2015 City Commission Meeting Agenda Item 6C

#### Recommendation

It is recommended that the City Commission adopt the attached Resolution authorizing the City Manager to execute the enclosed Local Agency Program Agreement between the City of Aventura and the Florida Department of Transportation (FDOT).

#### Background

To allow the City to be eligible for reimbursement of up to \$489,747 in construction costs applicable to the above referenced project through Federal Highway Administration Funds and consequently through the Florida Department of Transportation, execution of the attached Local Agency Program Agreement and affiliated documents is required.

The construction costs to be reimbursed pertain to the City's proposed Country Club Drive Pedestrian Safety Improvements project inclusive of purchase and installation of Rectangular Rapid Flashing Beacons. Reimbursement monies will be provided to the City upon completion and acceptance by the FDOT.

If you have any questions or need any additional information, please feel free to contact me.

RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; ALLOWING THE CITY TO QUALIFY FOR FEDERAL HIGHWAY ADMINISTRATION FUNDS THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT ON THE CITY OF AVENTURA'S PEDESTRIAN REFLECTORIZED BEACON IMPROVEMENTS PROJECT; 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; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**Section 1:** The City Manager is hereby authorized to execute the attached Local Agency Program Agreement by and between the City of Aventura and the Florida Department of Transportation allowing the City of Aventura to be eligible for Federal Highway Administration Funds through the Florida Department of Transportation.

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

**Section 3:** This Resolution shall be 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 5<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>436625-1</u>	Fund: _____	FLAIR Approp: _____
Federal No: <u>4042-434-C</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: <u>650662615001</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>110889607</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and The City of Aventura hereinafter called the Agency.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Country Club Drive Pedestrian Safety Improvements and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "Project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) 1, A, B are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of the Project.

**Inactivity and Removal of Any Unbilled Funds**

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects.

## **Removal of All Funds**

If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the Project on or before 9/30/2016. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

## **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the Project is \$ 489,747.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate in the Project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

- a. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- b. Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

**5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
  1. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit #1** to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
  2. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
  3. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [EDCISingleAudit@dot.state.fl.us](mailto:EDCISingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years

beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

4. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at [www.fedaudit.gov](http://www.fedaudit.gov) the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDUTSInpsAudit@dot.state.fl.us](mailto:FDUTSInpsAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
5. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
6. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
7. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDUTSInpsAudit@dot.state.fl.us](mailto:FDUTSInpsAudit@dot.state.fl.us)

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes) unless the records are exempt.

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the Project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all Projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

## **8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

## **9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

**11.01 Performance Evaluation:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

**11.02 Performance Evaluation Ratings:** Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

**11.03 Delegation of Authority:** The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that

employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI – Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.08 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

**13.07 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.08 Right-of-Way Certification:** Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

**13.09 Agency Certification:** The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

**13.10 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**13.11 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

### **13.12 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.13 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.14 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

### **13.15 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

**13.16 E- VERIFY**

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
SPECIFICATIONS AND  
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Page 13

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY City of Aventura

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: Eric M. Soroka, ICMA-CM  
Title: City Manager

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
Title:

Legal Review:

\_\_\_\_\_

\_\_\_\_\_

See attached Encumbrance Form for date of funding approval by Comptroller.

**EXHIBIT 1**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program Site: <https://www.cfda.gov/>  
Award Amount: **\$489747.00**  
Awarding Agency: Florida Department of Transportation  
Award is for R&D: No  
Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsrs.gov/>

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 436625-1

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
The City of Aventura

Dated February 18, 2015 \_\_\_\_\_

**PROJECT LOCATION:**

The project \_\_\_ is  is not on the National Highway System.

The project \_\_\_ is  is not on the State Highway System.

**PROJECT DESCRIPTION:** Installation of Rectangular Rapid Flashing Beacons at five locations on Country Club Drive.

**SPECIAL CONSIDERATIONS BY AGENCY:** None.

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by N/A.
- b) Design to be completed by April 30, 2015.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by October 15, 2015.
- f) Construction to be completed by September 30, 2016.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 SPECIFICATIONS AND ESTIMATES  
 01/15  
 Page 1

**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS City of Aventura 19200 W. Country Club Drive Aventura, FL 33180	FPN: 436625-1
--	---------------

**PROJECT DESCRIPTION**

Name: Country Club Drive Pedestrian Safety Improvements Length: 9,352' (1.77 miles)  
 Termini: Country Club Drive from 650' south of Aventura Boulevard (NE 199<sup>th</sup> Street) to 800' north of Yacht Club Way

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> FY: N/A FY: N/A FY: N/A Total Planning Cost	_____	_____	_____
<b>Project Development &amp; Environment (PD&amp;E)</b> FY: N/A FY: N/A FY: N/A Total PD&E Cost	_____	_____	_____
<b>Design</b> FY: N/A FY: N/A FY: N/A Total Design Cost	_____	_____	_____
<b>Right-of-Way</b> FY: N/A FY: N/A FY: N/A Total Right-of-Way Cost	_____	_____	_____
<b>Construction</b> FY: 2015-2016 FY: N/A FY: N/A FY: N/A Total Construction Cost	\$475,047.00	0	\$475,047.00
<b>Construction Engineering and Inspection (CEI)</b> FY: 2015-2016 FY: N/A FY: N/A Total CEI Cost	\$14,700.00	0	\$14,700.00
Total Construction and CEI Costs	\$489,747.00	0	\$489,747.00
<b>TOTAL COST OF THE PROJECT</b>	\$489,747.00	0	\$489,747.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION**

575-095-05  
RIGHT OF WAY  
11/12

R/W ITEM/SEGMENT NO.: \_\_\_\_\_ MANAGING DISTRICT: 6  
CONSTRUCTION ITEM/SEGMENT NO.: \_\_\_\_\_ STATE ROAD: N/A  
F.A.P. NO. (Construction): \_\_\_\_\_ DESCRIPTION: Country Club Dr Ped Safety  
COUNTY: MIAMI-DADE Install Rectangular Rapid Flashing Beacons  
LETTING DATE: \_\_\_\_\_ at 5 locations along Country Club DriveEri

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. Sufficient authority has been obtained to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

**Acquisition**

- Right of way was not acquired for this project.
- Right of way was acquired for this project in compliance with applicable state and federal law.

**Relocation**

- No persons or businesses were required to move or move personal property from the project right of way.
- All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

**Demolition**

- No structures or improvements, including encroachments, required removal from the project right of way.
- All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

**Asbestos Abatement**

- No structures or improvements requiring asbestos abatement were located on the project right of way.
- Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: \_\_\_\_\_  
Title: Eric M. Soroka, ICMA-CM, City Manager Date: \_\_\_\_\_

Certified by FDOT: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_



# City of Aventura

Government Center  
19200 West Country Club Drive  
Aventura, Florida 33180

DATE:

TO: District LAP Administrator / Coordinator

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

CC: District LAP Design Project Manager

SUBJECT: **Utilities Clear**  
*Agency: City of Aventura*  
*FM#: 4042-434-C*  
*Description: Country Club Drive Pedestrian Safety Improvements*

ENID WEISMAN  
MAYOR

**COMMISSIONERS**

ENBAR COHEN  
TERI HOLZBERG  
DENISE LANDMAN  
MARC NAROTSKY  
ROBERT SHELLEY  
HOWARD WEINBERG

ERIC M. SOROKA, ICMA-CM  
CITY MANAGER

This is to certify that all utility work has been completed or necessary arrangements have been made to undertake and complete this project as required for proper coordination with the physical construction schedule.

Eric M. Soroka, ICMA-CM  
City Manager, City of Aventura

Date:



# City of Aventura

Government Center  
19200 West Country Club Drive  
Aventura, Florida 33180

DATE:

TO: District LAP Administrator / Coordinator

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

CC: District LAP Design Project Manager

SUBJECT: **Railroad Certification**  
*Agency: City of Aventura*  
*FM#: 4042-434-C*  
*Description: Country Club Drive Pedestrian Safety Improvements*

ENID WEISMAN  
**MAYOR**

**COMMISSIONERS**

ENBAR COHEN  
TERI HOLZBERG  
DENISE LANDMAN  
MARC NAROTSKY  
ROBERT SHELLEY  
HOWARD WEINBERG

---

ERIC M. SOROKA, ICMA-CM  
**CITY MANAGER**

The referenced project *DOES NOT* have railroad involvement within the limits of the project.

The project consists of *(provide a brief description of the project. If project has railroad involvement, please define impact to project in addition to arrangements/agreements needed to comply with clearance).*

You may consider this project to be railroad **CLEAR**.

---

Eric M. Soroka, ICMA-CM  
City Manager, City of Aventura

Date:



# City of Aventura

Government Center  
 19200 West Country Club Drive  
 Aventura, Florida 33180

DATE:

TO: District LAP Administrator / Coordinator

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

CC: District LAP Design Project Manager

SUBJECT: 100% Design Memo for Environmental Permits  
*Agency: City of Aventura*  
*FM#: 4042-434-C*  
*Description: Country Club Drive Pedestrian Safety Improvements*

ENID WEISMAN  
**MAYOR**

**COMMISSIONERS**

ENBAR COHEN  
 TERI HOLZBERG  
 DENISE LANDMAN  
 MARC NAROTSKY  
 ROBERT SHELLEY  
 HOWARD WEINBERG

ERIC M. SOROKA, ICMA-CM  
**CITY MANAGER**

The LAP entity has obtained the following environmental permits for the referenced project:  
 (Include all of the information for each permit, including permit modifications.)

Agency	Permit No.	Date Obtained	Expiration Date	Status/Expected Date
USACOE	SAJ-2004-XXX (IP-XXX)	XX/XX/XX	XX/XX/XX	Not Applicable
SWFWMD	440123XX.000	XX/XX/XX	XX/XX/XX	Not Applicable
EPCHC	Director's Authorization	XX/XX/XX	XX/XX/XX	Not Applicable
USCG	No permit required letter	XX/XX/XX	XX/XX/XX	Not Applicable

If a Sovereign Lands Easement was required, is it completed: Yes N/A

If NPDES is required, is SWPPP included in plans? Yes N/A

Bid Opening Date: \_\_\_\_\_



# City of Aventura

Government Center  
19200 West Country Club Drive  
Aventura, Florida 33180

DATE:

TO: District LAP Administrator / Coordinator

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

CC: District LAP Design Project Manager

SUBJECT: 100% Design Memo for Environmental Permits  
*Agency: City of Aventura*  
*FM#: 4042-434-C*  
*Description: Country Club Drive Pedestrian Safety Improvements*

ENID WEISMAN  
MAYOR

COMMISSIONERS  
ENBAR COHEN  
TERI HOLZBERG  
DENISE LANDMAN  
MARC NAROTSKY  
ROBERT SHELLEY  
HOWARD WEINBERG

ERIC M. SOROKA, ICMA-CM  
CITY MANAGER

No environmental permits are required for the referenced project as:

1. Drainage is not being changed.
2. No wetlands are being impacted.
3. There is no encroachment into the 100-year floodplain.
4. No additional travel lanes are proposed.

The following "no permit required determinations" were obtained:  
*(If there were none obtained, just list N/A)*

If NPDES is required, is SWPPP included in plans?

Yes

N/A

Eric M. Soroka, ICMA-CM  
City Manager, City of Aventura

Date:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM CHECKLIST FOR CONSTRUCTION CONTRACTS (Phase 58) –  
 FEDERAL AND STATE REQUIREMENTS**

Project Title: Country Club Drive Pedestrian Safety Improvements  
 Federal-Aid Highway (Yes/No): Yes  
 Financial Management Number: 436625-1  
 LAP Agreement Amount (\$): 489,747.00  
 Federal-Aid Project Number: 4042-434-C  
 Scheduled Advertisement Date: 10/15/2015  
 Local Agency Name: City of Adventure  
 Specifications Used:  FDOT  LAP  LAP Big Four  Local Agency   
 SHS/NHS Project (Yes/No): No If yes, identify System: N/A  
 Laboratory Information Management System Use Required (Yes/No): No

Requirement	Reference	Local Agency Responsibilities	District Monitoring Responsibilities	Requirement Location
1. Plan, Specification & Estimates (PS&E) Submittal	23 CFR 635.309(a)  LAP Agreement – Section 13.08  LAP Manual	Submit PS&E package to FDOT for approval. Provide assurance that all:  Right-of-way (ROW) clearances, NEPA compliance have been completed, and appropriate permits have been obtained. Utility and railroad work arrangements and coordination must be made and properly noticed in the bid proposal.  SHS/NHS projects will be designed in accordance with the Plans Preparation Manual. Non-SHS and Non NHS projects will be designed in accordance with the Florida Green book.  Local Agency uses its own Division I Specifications for all project types.  Local Agency will use FDOT's Division II and Division III Specifications when the construction project is on the SHS/NHS.  When the project is off the SHS/NHS, Local Agency will use FDOT's pre-approved Big 4 specifications for earthwork, concrete, asphalt, and landscaping items, or will seek FDOT approval for local agency specifications.  <a href="http://www.dot.state.fl.us/specificationsoffice/Implemented/LAP/Default.shtm">http://www.dot.state.fl.us/specificationsoffice/Implemented/LAP/Default.shtm</a>  For Class C projects with bridges or box culverts refer to LAP Bulletin 01-14 for specifications <a href="http://www.dot.state.fl.us/specificationsoffice/LAP/LAPMemos/LAP01-14.pdf">http://www.dot.state.fl.us/specificationsoffice/LAP/LAPMemos/LAP01-14.pdf</a>	Review/approve signed and sealed PS&E package  ROW Form# 575-095-05 date:  Executed Status of Environmental Certification and Determination received from DEMO. Date:  Clear Letters received:  Utilities  Railroad  No Permits  Permits Req.	Signed and sealed PS&E Package and all Certifications must be uploaded to LAPIT prior to executing this Checklist.  All permits issued must be submitted to the Department and incorporated into the PS&E Package.
2. Advertisement	23 USC 112 23 CFR 635.112	Local Agency may not advertise until Authorization has been received from FDOT. Advertisement must be a minimum of 21 days. The project must be advertised in a manner that reaches all interested bidders.	Review bid documents and verify minimum 3 week advertisement and regional publication.	

Requirement	Reference	Local Agency Responsibilities	District Monitoring Responsibilities	Requirement Location
3. Bonding	255.05 F.S.  23 CFR 635.110(b)	<p>Florida statute requires all contractors performing a public work for a Local Agency execute a payment and performance bond with a surety insurer prior to commencing work. Bonding requirements may not be used to limit competition per federal and state law.</p> <p>Local Agency uploads executed bond with final contract package to LAPIT after contract award.</p>	Review bid document for bonding requirement.	
4. Buy America	23 CFR 635.410	<p>Include FDOT's Standard Specification 6-5.2 in bid document. If a Buy America waiver was approved, provide the Federal Register publication date.</p>	Review bid document for inclusion of the specification and certification requirement.	
5. Certification of Current Capacity	14-22, F.A.C.	<p>Local Agency must approve material certifications and upload to LAPIT prior to use of steel on LAP projects.</p>	Review bid documents for inclusion of provision and certification.	
6. Change Orders	23 CFR 635.120	<p>Contractor must certify they have the financial capacity to complete the project. Include FDOT Form # 525-010-46 in the bid documents per Florida Administrative Code.</p>	Review bid document for inclusion of the provision.	
7. Claims	23 CFR 635.124	<p>Develop procedures outlining the conditions under which a change order is allowed and include in bid document. May use Section 7.3.11 of FDOT CPAM as part of procedure.</p>	Review bid document for inclusion of the provision.	
8. Contractor Purchased Equipment for State or Local Ownership	23 CFR 140 49 CFR 18 49 CFR 18.3	<p>Do not allow</p>	Review bid document to ensure exclusion of provision.	
9. Disadvantaged Business Enterprise (DBE) and Bid Opportunity	49 CFR 26 49 CFR 26.45  LAP Manual Chapter 14	<p>The Local Agency shall comply with FDOT's DBE Program Plan unless the Local Agency has a DBE Program Plan approved by the USDOT. FDOT currently has a race neutral program with a 9.91% goal.</p> <p>Establish a DBE availability goal and include in bid document. Include DBE FDOT Standard Specification 7-24 in bid document.</p> <p>Verify contractors enter their bid opportunity information in the <u>Equal Opportunity Compliance (EOC) System</u> within 3 business days of submission of the bid for all subcontractors who quoted bids for FHWA-assisted projects. Use FDOT contract number for reporting.</p> <p>Use DBEs certified under the Florida Unified Certification Program DBE Directory.  <a href="http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx">http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx</a></p>	<p>Review bid document for inclusion of DBE goal and DBE provision.</p> <p>Verify bidder opportunity reporting prior to award concurrence per LAP Manual Chapter 14.4.2</p>	

Requirement	Reference	Local Agency Responsibilities	District Monitoring Responsibilities	Requirement Location
10. E-Verify	Florida Governor's Executive Order 11-116	Include the E-verify special provision, FDOT Special Provision SP0072800.	Review bid document for inclusion of the provision.	
11. Equal Employment Opportunity	23 CFR 230	Include FDOT's Special Provision SP0073000 Legal Requirements And Responsibility To The Public – Title VI Assurance – DOT 1050.2, Appendix A.	Review bid document for inclusion of this provision.	
12. Equipment Rental Rates	23 CFR 635.120 48 CFR 31	Develop procedure based on 48 CFR 31 and include in bid document.	Review bid document for inclusion of the proper payment provision for rental equipment.	
13. FHWA Form 1273	23 CFR 633	Must physically incorporate in all contracts and subcontracts. May not be altered from the published version that can be obtained at: <a href="http://www.dot.state.fl.us/specificationsoffice/implemented/URLInSpecs/files/df1273.pdf">www.dot.state.fl.us/specificationsoffice/implemented/URLInSpecs/files/df1273.pdf</a> or <a href="http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf">http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf</a>	Review final contracts for inclusion of FHWA Form 1273	
14. Foreign Contractor and Supplier Restriction	49 CFR 30	Proposal may not limit project to domestic-owned contractors only.  Proposal may not include the Florida orders on business with Syria, Cuba, Iran, and Sudan.	Review documents to ensure compliance.	
15. Incentive/Disincentive Clauses	23 CFR 635.127(d,f)	Develop procedure based on 23 CFR 635.127 and include in bid document (if Local Agency elects to use Incentive/ Disincentive). May use Section 1.2.7 of FDOT CPAM as a guide in this development.	Review bid document to ensure procedure was followed, if Local Agency elects to use Incentive/ Disincentive.	
16. Indian Preference on Federal-Aid Projects (Labor & Employment)	23 CFR 635.117	If utilized, ensure FDOT obtains FHWA approval of provision complying with 23 CFR 635.117.	Verify provisions meet federal requirements.	
17. Liquidated Damages	23 CFR 635.127	Develop rates based on 23 CFR 635.127 and include in contract provisions. Local Agency may use FDOT standard spec 8-10.2.	Ensure that rates are included in the bid proposal.	
18. Lobbying Certification	49 CFR 20	The Local Agency shall include certification in bid documents. Local Agency may use FDOT Form #375-030-33 and #375-030-34.  Certification must be uploaded to LAPIT with final contract package.	Review bid document for inclusion of the provision and certifications.	
19. Local/State Hiring Preference	23 CFR 635.117	The Local Agency needs to certify it does not have State or local hiring preferences. Local preference also cannot be applied in a tie-breaking scenario in the event of identical bids.	Review bid document to ensure exclusion of any local hiring preference.	

Requirement	Reference	Local Agency Responsibilities	District Monitoring Responsibilities	Requirement Location
20. Method of Construction (or Method of Bidding)	23 CFR 635.104 & 23 CFR 114(a)	Local Agency shall certify that projects will be awarded to the lowest responsive bidder except for Design-Build as approved by the FDOT.  The method of bidding shall be in the project specifications.	Review bid document to verify compliant bidding process.	
21. Non-Collusion Provision	23 CFR 635.112(f)	The Local Agency shall include certification in bid documents. Local Agency may use FDOT Form# 575-060-13.  Certification must be uploaded to LAPIIT with final contract package.	Review bid document for inclusion of the provision and certification.	
22. On the Job Training	23 CFR 230	OJT is only required for SHS/NHS projects greater than 225 days and \$1million. Include FDOT's Standard Specification 7-25-OJT Training Requirements in bid proposal and contract when project is on the SHS and or NHS. <b>OJT is not required for non SHS/non NHS projects.</b>	Review bid document for inclusion of the provision as applicable.	
23. Owner Force Account/ Cost-Effective Justification	23 CFR 635B under 635.205	Owner Force Account contracting is not allowed without first submitting a finding of cost-effectiveness. This must be approved by the District LAP Administrator.	Review bid document to ensure exclusion of provision or provide FDOT approval date.	
24. Patented/ Proprietary Materials	23 CFR 635.411	Proprietary Products may be used when approved in accordance with FDOT Procedure No. 630-020-005.	Include FDOT approved (Form No. 630-020-07 or public interest finding) in the bid documents.	
25. Prequalification	23 CFR 635.110 337.14 F.S. Chapter 14-22, F.A.C.	Use FDOT prequalified contractors for projects on the NHS and SHS and Class C projects. FDOT prequalified contractor is not required on NHS or SHS projects with a contract value under \$250,000.  Non SHS/NHS projects may use Local Agency prequalified contractors. Local Agency must use consistent qualifications and application of standards.	Review bid document for inclusion of FDOT pre-qualification and identification of major and/or minor work types.  Review bid document for Local Agency qualifications relevant to project scope.	
26. Prevailing Minimum Wage	23 USC 113 23 CFR 633A	Include latest Davis-Bacon wage table(s) in the contract. Current wage tables may be obtained at <a href="http://www.dot.state.fl.us/construction/wage.shtm">http://www.dot.state.fl.us/construction/wage.shtm</a> or <a href="http://www.wdol.gov">http://www.wdol.gov</a> .  Some projects located on roadways classified as local roads or rural minor collectors are exempt from Davis Bacon wages. Consult your LAP Administrator if you believe this project is exempt.  Develop contract language to ensure that payments are based on work completed, this may include stockpiled materials. Section 9-5 of FDOT Standard Specifications may be used for guidance.	Review bid document for reference to wage rates and final contracts for the applicable wage rate table(s).  If an exemption is requested consult the State Prevailing Wage Coordinator for approval.	
27. Progress Payments/Estimates	23 CFR 635.122		Review bid document for inclusion of the provision.	

Requirement	Reference	Local Agency Responsibilities	District Monitoring Responsibilities	Requirement Location
28. Prohibition Against Convict Produced Materials	23 CFR 635.417	Develop contract language to prohibit the use of convict-produced materials and include in bid document. Local Agency may use FDOT Standard Specification 6-5.1. Source of supply-Convict Labor	Review bid document for inclusion of the provision.	
29. Public Agencies in Competition with the Private Sector	23 CFR 635.112(e)	Do not allow	Review bid document to ensure exclusion of the provision.	
30. Publicly-Owned Equipment	23 CFR 635.106	Do not allow	Review bid document for exclusion of the provision.	
31. Salvage Credits	49 CFR 18.36	Do not allow	Review bid document for exclusion of the provision.	
32. Standardized Changes Conditions Contract Clauses	23 CFR 635.109	Develop contract language to ensure that the requirements of 23 CFR 635.109 are met. Sections 4-3 and 5-12 of FDOT Standard Specifications may be used for guidance.	Review bid document for inclusion of the provision.	
33. State (Florida or other)-produced materials	23 CFR 635.409	Do not allow	Review bid document for exclusion of state or locally produced materials preferences.	
34. State/ Local Owned/ Furnished/ Designated Materials	23 CFR 635.407	Do not use unless there is a public interest finding approved by FDOT (if specified in the bid document). Local Agency tax savings programs are generally not allowed for federal projects.	Review bid document for exclusion of materials furnished by Local Agency	
35. Subcontracting	23 CFR 635.116	FHWA 1273 requires the prime contractor to perform 30% of work on Federal-aid roadways. Develop contract language to meet the requirements. The local agency may use FDOT Standard Specification 8-1. Subletting or Assigning of Contracts for guidance.	Review bid document for inclusion of the provision that does not conflict with FHWA 1273.	
36. Suspension and Debarment	49 CFR 29	The Local Agency shall include certification in bid documents. Local Agency may use FDOT Form # 375-030-32.  Local Agency will need to verify status for all contractors and subcontractors utilizing the federal and state web applications <a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a> <a href="http://www.dot.state.fl.us/construction/legal/NewSuspension.shtm">http://www.dot.state.fl.us/construction/legal/NewSuspension.shtm</a>	Review bid document for inclusion of provision and form. Verify low bid contractor is not excluded.	
37. Termination of Contract	23 CFR 635.125	Develop contract language for termination for cause, convenience, and default and include in the bid document.	Review bid document for inclusion of the provision.	

Requirement	Reference	Local Agency Responsibilities	District Monitoring Responsibilities	Requirement Location
38. Time Extensions	23 CFR 635.121	Include reasons time extensions are allowed in specifications. May use Section 8-7.3.2 of the FDOT Standard Specifications.	Review bid document for inclusion of the provision.	
39. Warranty Clauses	23 CFR 635.413	Warranty provisions shall be for a specific construction product or feature. Items of maintenance are <b>not</b> eligible for federal projects and shall not be covered. General condition warranties for an entire project are not allowed. Transfer of product warranties is allowed.  Warranty provisions on a NHS project must be approved by FHWA. Warranty provisions on the SHS must not conflict with FDOT Standard Specifications. Off-system warranties may not cover maintenance.	Review bid document for warranty clauses. Remove all general condition warranty clauses from PS&E Package on NHS.	

Local Agency: I hereby certify that the above mentioned LAP project construction contract documents contain the provisions set forth in this checklist.

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Position Title  
 \_\_\_\_\_  
 Date

District LAP Administrator/Designee: I hereby certify that the above mentioned LAP project construction contract documents contain the provisions set forth in this checklist.

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Position Title  
 \_\_\_\_\_  
 Date

# CITY OF AVENTURA

## OFFICE OF THE CITY MANAGER

### MEMORANDUM

TO: City Commission

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

DATE: April 9, 2015

SUBJECT: **Consulting Services Agreement for Park Design, Architectural and Engineering Services Between Bermello, Ajamil & Partners, Inc. and the City for Phase II - N.E. 188<sup>th</sup> Street Park**



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May 5, 2015 City Commission Meeting Agenda Item 6D

### RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the execution of the Consulting Services Agreement for Park Design, Architectural and Engineering Services between Bermello, Ajamil & Partners, Inc. and the City for Phase II of the N.E. 188<sup>th</sup> Street Park Project based on the fees contained in Exhibit "A". The Agreement provides for the design, bidding and contract administration services.

### BACKGROUND

At the September 2, 2014 Commission Meeting, the City Commission adopted Resolution No. 2014-43 which selected the firm of Bermello, Ajamil & Partners, Inc. to perform consulting services relating to the design, architectural and engineering services for the proposed N.E. 188<sup>th</sup> Street Park Project. The Master Plan design included in Phase I services was completed in April 2015.

Phase II includes construction drawings, permitting, bid assistance and construction administration services. The fee schedule is included in Exhibit "A" and is comparable to previous park projects completed by the City.

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

EMS/act

Attachment

CCO1891-15

RESOLUTION NO. 2015-\_\_

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 II SERVICES IN THE AMOUNT OUTLINED IN EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING 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 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 and authorizing Master Plan Phase II Services in the amount outlined in Exhibit "A."

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 5<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

**EXHIBIT "A"**  
**FEES**

TASK I Geotechnical Services  
TASK II Schematic Design  
TASK III Construction Drawings  
TASK IV Opinion of Probable Cost  
TASK V Regulatory Permitting  
TASK VI Bidding Assistance  
**Total Lump Sum Fees: \$ 113,997.00**

TASK VII Construction Administration Services  
**Total based on time and material not to exceed \$ 35,320.00**

**Reimbursable Expenses (estimated) \$ 5,050.00**

AGREEMENT  
Between  
THE CITY OF AVENTURA  
and  
BERMELLO, AJAMIL & PARTNERS, INC.  
CONSULTING SERVICES FOR PARK DESIGN, ARCHITECTURAL AND ENGINEERING  
SERVICES AND  
CONSTRUCTION ADMINISTRATION  
OF THE CITY OF AVENTURA  
NE 188<sup>TH</sup> STREET PARK

This Agreement is entered into by and between the City of Aventura ("City") and Bermello, Ajamil & Partners, Inc. ("Consultant") as follows:

WHEREAS, the City has advertised for requests for proposals for the provision of professional park design, architectural and engineering services which include programming, site planning, schematic design documents, preliminary cost estimates, preparation of schematic design documents, design development and construction documents, as well as providing professional consulting services in connection with review of bid specifications, assistance in the award of a contract for development of, and construction phase services related to the development of the Aventura NE 188<sup>th</sup> Street Park,

WHEREAS, Consultant has been selected as a successful proposer, and

WHEREAS, the Aventura NE 188<sup>th</sup> Street Park (hereinafter alternately referred to as the Project) and this entire group of responsibilities shall be alternately referred to as Basic Services and General Design Services.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREOF, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1. Recitals The above recitations are true and correct and made a part hereof.

SECTION 2. Services The Consultant shall provide the following services as authorized as Exhibits /Scope of Services to this document (initially Exhibit "A") and future phases contained in work authorizations

SECTION 3. City's Responsibility

1. The City shall provide all relevant information at its disposal to the Consultant to assist the Consultant in the development of its required work under the contract. The Consultant may request other information in the City's possession which it deems relevant to its task as set forth herein. The City shall also furnish the following information if in City's possession or readily available: all boundary, right-of-way and utility surveys; easement and right-of-way descriptions; soil borings; probings and subsurface exploration; hydrographic surveys; laboratory tests and inspections of samples of materials in its possession.

2. The City shall provide input to Consultant with respect to all submissions and proposed specifications and shall direct the Consultant as to the proposed program of improvements, criteria for their use and construction budget information.

3. The City shall guarantee access to and make all necessary provisions for Consultant to enter upon public lands as required for Consultant to perform his work under this contract.
4. The City shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by Consultant and shall render in writing decisions pertaining thereto in order to provide general direction to Consultant within a reasonable time so as not to unreasonably delay the work of the Consultant. Approval of any design by City shall constitute authorization by City to proceed based upon said design.
5. The City shall advertise for proposals from bidders to construct the Project or part thereof, open the proposals at the appointed time and place and pay for all costs incidental thereto. Provided, however, nothing herein shall obligate City to execute a final construction contract or to construct the Project; provided further the City reserves the right not to move forward with the bidding procedure.
6. The City shall provide such legal, financial, accounting and insurance counseling services as may be required for the Project.
7. The City shall designate in writing a person to act as City's representative or to act for the City Manager where approvals and authorizations are required by the City Manager with respect to the work to be performed under this contract; such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the work covered by this contract.
8. The City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project. However, City shall be under no obligation to inspect or analyze any defect or other nonconformity with the Contract documents in the Project or to inspect the Work for defects or non-conformities.
9. The City shall be the applicant for all approvals from all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project, unless otherwise provided in the construction contract for the project.
10. The City shall furnish or direct Consultant to provide, at City's expense, necessary additional services as stipulated in Exhibit "B"; attached and made a part hereto.
11. The City acknowledges that the Consultant shall rely on all documents and information provided by the City to the Consultant; and furthermore, that the Consultant will perform its services, taking into account all City provided information as being accurate and reliable.

#### SECTION 4. Termination

1. This Agreement may be terminated by the City upon 30 days' notice to Consultant without cause. Consultant may not terminate this Agreement except upon a breach by the City, which is not cured upon 30 days' notice to City. Further, this Agreement may be terminated by mutual agreement at any time or, if for a period of 2 years no work shall have been required or performed hereunder this contract shall be voidable at the option of either party. In the case of any termination, the Agreement shall immediately

terminate, provided Consultant shall be paid for work performed and costs incurred to the date of termination. Other covenants support the non-mutual provisions of this paragraph.

2. If this Agreement is terminated for any reason, then Consultant's sole remedy shall be payment for all work performed in accordance with this agreement to the termination date, provided it delivers to the City a copy of all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents to provide the City with the work product for which Consultant was paid. All said studies, reports, sketches, estimates, specifications, drawings, proposals and other documents shall be the property of the City for use as the City sees fit, provided that Consultant shall not be responsible or liable for any causes of action related to changes in or alterations to its work product.

#### SECTION 5. Consultant's Compensation

Consultant shall be compensated as defined in the attached Exhibits /Scope of Services to this document and future phases contained in work authorization documents approved by the City.

#### SECTION 6. General Terms

1. The work to be performed under this Contract shall in no case be assigned by Consultant except for City approved sub-consultants for structural, MEP and civil engineering, and irrigation system design or other services not related to architectural or landscape architectural design, all of whom shall be considered sub-consultants under the charge of Consultant, with no additional cost to City, which approval shall not be unreasonable withheld by City.

2. By execution of this contract, Consultant accepts full responsibility for performance of all conditions thereunder. Consultant assumes complete responsibility for the work of all entities or persons whom it retains, employs, subcontracts with, or associates in the performance of the work set forth herein. If Consultant uses the services of any sub-consultants, or other parties, or associates with any other entities or parties on the performance of the work required hereunder the use of such parties or entities or persons, or any negligent errors or omissions of those sub-consultants, entities or persons retained by Consultant shall not be a defense for lack of performance or any other cause of action related to the work. The failure to perform of any sub-consultants, or other parties or entities or persons having a contractual or other relationship with the Consultant (or its sub-consultants) shall not be a defense by the Consultant in any action by the City against Consultant or in any action where City claims that there is a defect in the work set forth herein; Consultant shall be fully responsible for the actions of all persons with whom it contracts or utilizes in the participation of the work performed herein. However nothing contained herein shall prohibit City from seeking damages from any other responsible parties.

#### SECTION 7. Quality of Work

Consultant shall provide a quality of work which shall provide competent and professional design, specifications, contract documents, and construction phase services to the standard of the architectural profession and such other professions (including engineering) involved in the Project, as fully intended for the purposes as set forth by the City and as set forth herein, and as would be expected of such a Project. It shall be Consultant's responsibility to review documents available relating to the Project, to review the site and site conditions, and to take any action which would be reasonably expected to provide the Consultant with knowledge necessary to develop a design and specifications, and follow through in the nature of construction phase services which will yield the result intended by the City.

SECTION 8. Work Products Required

Work products required for each scope of service shall be as set forth in Exhibits /Scope of Services to this document and future phases contained in work authorizations approved by the City.

SECTION 9. Time for Completion

Time for completion shall be as set forth in Exhibits /Scope of Services to this document and future phases contained in work authorizations approved by the City., which shall be binding on Consultant, except where delays are caused beyond the control of Consultant, or due to revision of the program of improvements or, design criteria which causes Consultant to revise previously approved and completed work.

SECTION 10. Ownership of Work Product

All work product as described above and as otherwise developed by Consultant shall be the property of the City. The City may use or distribute such work product in any way it deems appropriate. If such work products are modified or altered by the City or anyone else at City's request for any use other than their intended purpose the City shall indemnify and hold the Consultant harmless and shall defend the Consultant against any and all claims, causes of action or liability resulting from any such modification or alteration to Consultant's work product to the extent permitted by law.

SECTION 11. Indemnity

Consultant indemnifies and holds the City harmless and shall defend the City against any claims, causes of action, judgments or liability of whatsoever nature related to patent or copyright infringement related to the work designs and work product submitted pursuant to this Agreement.

Consultant shall indemnify and hold harmless City and City's officers and employees from any damage, liability, loss or cost, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant or other persons utilized by Consultant in performing the Services. This section shall survive the completion of the Project.

SECTION 12. Performance

All work performed by the Consultant, sub-consultants or those employed by consultant shall be of a professional quality which is the standard of the Architectural Profession and any other professional standards for other disciplines of any other sub-consultant or other parties employed by Consultant, and shall comply with the specific provisions contained herein.

SECTION 13. Insurance

Consultant shall comply with the insurance provisions defined in "Exhibit C"

SECTION 14. Construction Budget

Consultant shall design the program of proposed improvements to conform to the budget as determined by the City, including use of Bid Alternates (and shall make appropriate design modifications to achieve this budget) at no additional cost to City. Consultant is acknowledged not to be responsible for failure to receive responsive bids because of construction industry conditions. Based upon recommendations of the Consultant, City may direct the Consultant to delete or revise items from the program of proposed improvements if cost estimates provided by Consultants indicate that construction costs will likely exceed the construction budget.

**SECTION 15. Compensation for Additional Services**

It shall be the burden of the Consultant to immediately notify (in writing) City of any claim that compensation should be increased and to demonstrate that the conditions have occurred which warrant City's authorization for additional services. The guidelines for additional services and compensation are outlined in Exhibit B.

**SECTION 16. No Work Stoppage As A Result Of Disputes: No Payment of Interest By City**

No dispute by Consultant shall provide a basis for Consultant to stop performing its work except as provided under Section 4, Termination, and paragraph 1. However, disputes as to the proportion of work complete or the right to any additional compensation shall not obviate the requirement of City to pay the amount it believes is reasonably due Consultant. Non-payment within 30 days of non-disputed invoices shall be considered breach of contract under this agreement, subject to notice under Sec. 4 (1).

**SECTION 17. Notices**

All notices required herein shall be in writing and either hand delivered or mailed certified, return receipt requested, to the following person at the address listed unless changed by written notice:

CITY: CITY MANAGER  
CITY OF AVENTURA  
19200 W. COUNTRY CLUB DRIVE  
AVENTURA, FLORIDA 33180

CONSULTANT: PROJECT MANAGER  
BERMELLO, AJAMIL & PARTNERS, INC.  
2601 SOUTH AYSHORE DRIVE, 10<sup>TH</sup> FLOOR  
MIAMI, FLORIDA 33133

**SECTION 18. Complete Agreement**

This is the complete agreement between the parties and no alteration hereto shall be given effect unless contained in a written agreement executed with equal dignity.

**SECTION 19. Warranties of Consultant**

The Consultant hereby warrants and represents at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

SECTION 20. Prohibitions against Contingent Fess

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 21. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Dade County, Florida. The parties hereby waive any right to a trial by jury concerning nay litigation between the parties which arises from this Agreement.

SECTION 22. Effective Date

This agreement shall be effective on the date the last party affixes its signature hereto.

AGREEMENT BETWEEN THE CITY OF AVENTURA AND BERMELLO, AJAMIL & PARTNERS, INC. for CONSULTING SERVICES FOR PARK DESIGN, ARCHITECTURAL AND ENGINEERING SERVICES AND CONSTRUCTION ADMINISTRATION OF THE CITY OF AVENTURA NE 188<sup>TH</sup> STREET PARK

CITY OF AVENTURA

ATTEST

By:

\_\_\_\_\_  
Teresa M. Soroka, MMC  
City Clerk

\_\_\_\_\_  
Eric M. Soroka, City Manager

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

BERMELLO AJAMIL & PARTNERS, INC.

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

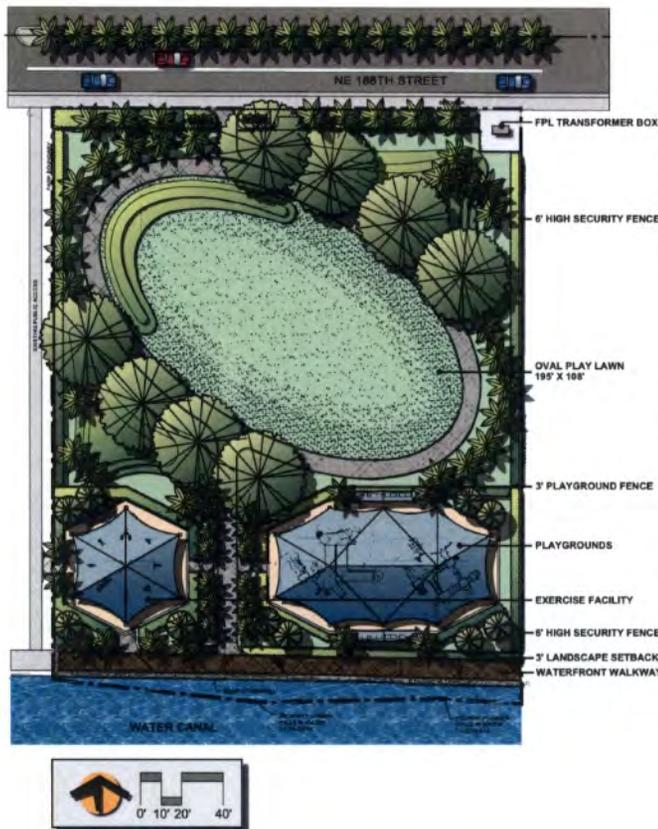
Date: \_\_\_\_\_

**EXHIBIT A**

**City of Aventura - N.E. 188th Street Park - Design Development, Construction Drawings and Construction Administration Services**

Original Prepared April 1, 2015

Revised April 7, 2015



**PARK AMENITY SELECTIONS**



As requested, Bermello Ajamil & Partners Inc. (B&A) is pleased to provide this Scope of Services to the City of Aventura, Florida (Client). The Client desires to retain B&A to provide civil and electrical engineering, soil testing, structural design, landscape architectural design and cost estimating services for the implementation of the Aventura Park Master Plan. ( Illustrated above)

**PART I - PROJECT BACKGROUND, DESCRIPTION AND PROJECT TEAM**

This proposal provides the City of Aventura with a detailed Scope of Services for the development of a complete set of Construction Drawings and Specifications through to Construction Administration for the proposed park located on N.E. 188th Street in Aventura. The project site (1.5 Acres) is located on the south side of N.E. 188th Street immediately west of the new condominium project, called Echo which is still under construction. The site is presently utilized by the adjacent condominium developers for a sales office, parking and construction trailers. The condominium development will vacate the leasing office/trailers

in August, 2015, and the City estimates construction of the park to begin in October 2015. As part of the agreement with the City, the Echo Developer will design and construct a waterfront pedestrian promenade along the entire water frontage on the south side of the site. The walkway will be linked to the existing promenade to the West and a proposed promenade to the East.

B&A was retained to develop a Park Master Plan in Phase 1 which is illustrated above and approved by City Council. Work under this proposal will be considered Phase 2.

The Client has approved the Phase 1 Master Plan as shown above and would like B&A to prepare civil engineering, lighting, hardscape, landscape and irrigation construction drawings for the park.

The Client also wishes B&A to provide:

1. Geotechnical services, which are necessary in order to prepare CD's suitable for bidding and permitting.
2. Utility coordination as needed for design purposes
3. Regulatory permitting limited to Miami Dade County
4. Opinions of probable cost following the 100% CD submission
5. Written technical specifications
7. Bidding assistance.
8. Construction Administration Services

## **TEAM ORGANIZATION**

On Attachment B, we have provided an organizational chart which illustrates the structure of the Design Team we propose for Phase 2. The team members are the same members that were provided to the City of Aventura in our original response to the City's RFP #14-8-09-2. The services of two team members were not included in the Phase 2 scope of services. These are Tom Graboski and Associates and E-Sciences Inc. This Scope of Services does not include any signage and wayfinding design or environmental design or permitting.

The Client is the owner of the property. The estimated construction budget for the project is \$1,400,000.00. Should the actual construction budget increase by more than \$15,000.00 B&A shall revise the proposed fees for the additional scope of work based on the actual increased amount.

## **PART II - SCOPE OF SERVICES**

### **TASK I – Geotechnical Services:**

The Geotechnical Services include:

1. The review of existing available data pertaining to the proposed park improvements such as the Soil Survey of Miami-Dade County Area, Florida, published by the United States Department of Agriculture (USDA), and the USGS quadrangle survey map for the project vicinity. This data will be supplemented, with additional geotechnical explorations and laboratory testing programs and will be used for performing geotechnical-engineering analyses in order to provide recommendations for the proposed park improvements.
2. Execution of the field and laboratory testing programs as well as geotechnical engineering evaluations. The field exploration and laboratory testing programs will generally consist of providing the following services:

#### Field Exploration and Laboratory Testing Programs

- a. Perform site reconnaissance, locate and coordinate for existing utilities that may interfere with the drilling operations.
  - b. Perform a series of Standard Penetration Test (SPT) borings to explore the subsurface conditions at the project site. A total of three (3) SPT borings will be performed to depths of 20 feet below existing grades for the proposed playgrounds and tensile structure over the playgrounds. The SPT borings shall be performed utilizing a truck-mounted drill rig. The SPT boring procedure shall be performed in accordance with ASTM D-1586. A geotechnical engineer shall examine all recovered soil and rock samples in the laboratory to confirm the field classifications.
  - c. Perform borehole percolation testing to determine the hydraulic conductivity (k) values for use in drainage evaluations and design. Based on the requested scope of services, a total of two (2) percolation tests shall be required to depths of 10 feet below existing grades. The percolation testing shall be performed in accordance with South Florida Water Management District (SFWMD)'s usual open-hole procedures.
  - d. Visually classify all soil samples to develop a soil legend based on the samples obtained from the field exploration program.
  - e. Perform a limited number of laboratory classification tests to confirm the visual classification of the soil samples. The laboratory testing will include moisture content, percent passing the No. 200 sieve, grain-size analysis, and organic content determination.
3. The field and laboratory data shall be used in performing the geotechnical engineering

evaluations and developing geotechnical engineering recommendations for the proposed park improvements. The findings shall be summarized in a geotechnical report and will contain the following items:

- a. Project location map.
- b. Methodology used for performance of field exploration testing.
- c. Results of subsurface exploration, including SPT N-values, groundwater depths and field testing.
- d. Test boring records.
- e. Hydraulic conductivity (k) values based on the results of the borehole percolation testing.
- f. Evaluation of the results of the SPT boring information.
- g. Results of the laboratory classification testing.
- h. Site preparation recommendations.
- i. Recommendations regarding feasible foundation types and bearing capacity.
- j. General location and description of potential deleterious materials encountered in the borings, which may interfere with construction progress, including existing fill materials, organic soils, and plastic soils.
- k. Discussion of critical design or construction considerations based on the subsurface and groundwater conditions developed from the results of the geotechnical investigations.
- l. Any other information or recommendations the Geotechnical Engineer deems necessary based on the results obtained from the subsurface exploration program.

*Deliverables for Task I, Geotechnical Services – As a result of this task, B&A shall produce the following:*

- *One (1) 8 ½" X 11" black and white copy of the geotechnical report*

### **Task II - Schematic Design**

B&A shall prepare schematic development plans based upon the approved master plan design and budget. The schematic design shall include suggested light fixtures, site furnishings and hardscape finishes and patterns, up to three (3) graphic sketches that convey the design character or illustrate particular elements of the project such as paving design or safety surface pattern, up to two (2) sections illustrating grading and changes in elevation and fencing design and a landscape plan identifying proposed plant massing by type/species.

Review Meeting - following completion of the Schematic Design, B&A shall make one (1) presentation to the Client of the final park items and design elements listed above.

*Deliverables for Task II -Schematic Design – As a result of this task, BA shall produce the*

following:

- One (1) 11" X 17" color plan, at 1" = 30'-0", identifying proposed plant massing, site features and theming
- Three (3) 11" X 17" color illustrative graphic sketches (up to three (3))
- Two (2) 11" X 17" color sketches illustrating grading and or changes in elevation (up to two (2))
- Up to twenty (20) 8 ½" X 11" cut sheets of site furniture and features
- One (1) copy of a board or powerpoint presentation of the schematic design solutions
- One (1) 8 ½" X 11" black and white PDF copy of Minutes from the Schematic Design Review meeting.

### **TASK III – Construction Drawings:**

75% Construction Drawings – Based on the approved master plan, the schematic design Task and the information provided in the geotechnical report, B&A shall prepare 75% construction drawings at appropriate drawing scales. Engineering drawings shall include paving, grading and drainage plans, the site dimension plan, as well as the preliminary infrastructure design. Plans shall be prepared in accordance with the City of Aventura and Miami Dade County requirements. Landscape plans shall include trees, shrubs and groundcover locations shown on plans, plant installation details and a detailed plant materials list. B&A shall provide a list of technical specification sections. Preliminary Irrigation plans shall be prepared and submitted at the 75% stage of completion.

75% CD's Review meeting – B&A shall attend one (1) meeting with the Client to review the final 75% construction document submittal. The Client shall provide B&A one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved master plan design program and budget shall be completed on a time and materials basis. B&A shall prepare and distribute via e-mail, minutes from the 75% review meeting.

100% Construction Drawings – Based on comments received from the Client and the elements detailed in the 75% Construction Drawings, B&A shall finalize the construction drawing set in preparation for Bidding. The civil engineering plans shall include Stormwater Pollution Prevention Plans which meet the requirements of the regulatory agencies. This plan shall include standard details and notes.

100% CD's Review meeting – B&A shall attend one (1) meeting with the Client to review the final submission of the 100% construction documents. The Client shall provide B&A one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents issued for bidding. Major changes that represent a significant departure from the approved master plan design program and budget shall be completed on a time and

materials basis. B&A shall prepare and distribute via e-mail, minutes from the 75% review meeting. B&A shall prepare and distribute via e-mail, minutes from the 100% review meeting.

*Deliverables for Task III Construction Drawings – As a result of this task, B&A shall produce the following:*

- One (1) 24" X 36" black and white PDF 75% Engineering Drawings including General Notes, Demolition Plan, Dimensional Site Plan, Grading, Drainage and Paving Plan, Sections, General Details.
- One (1) 24" X 36" black and white PDF 75% Landscape Construction Drawings
- One (1) 8 ½" X 11" black and white PDF copy of 75% List of Technical Specification Sections
- One (1) 8 ½" X 11" black and white PDF copy of Minutes from 75% CD's review meeting
- One (1) 24" X 36" black and white PDF copy of 75% Irrigation Construction Drawings
- One (1) 8 ½" X 11" black and white PDF copy of 90% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF copy of Minutes from 90% CD's review meeting
- One (1) 24" X 36" black and white PDF 100% Engineering Drawings including General Notes, Demolition Plan, Dimensional Site Plan, Grading, Drainage and Paving Plan, Sections, Sedimentation/ Erosion Control Plan, Sedimentation/ Erosion Control Details, General Details, Stripping and Pavement Signage
- One (1) 24" X 36" black and white PDF 100% Landscape Construction Drawings
- One (1) 24" X 36" black and white PDF copy 100% Irrigation Construction Drawings
- One (1) 8 ½" X 11" black and white PDF copy of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF copy of Minutes from 100% CD's review meeting
- One (1) 24" X 36" black and white PDF copy construction drawings "Issued for Construction".

#### **TASK IV – Opinion of Probable Cost:**

100% Opinion of Probable Cost – B&A shall prepare a detailed 100% construction documents opinion of probable cost following submission of the 100% Construction documents to the Client.

*Deliverables for Task IV Opinion of Probable Cost – As a result of this task, B&A shall produce the following:*

- One (1) 8 ½" X 11" black and white PDF copy of a 100% opinion of probable cost document

#### **TASK V – Regulatory Permitting:**

Regulatory Permitting – Upon receipt of the Client's approval of the respective plans listed above, B&A shall prepare the permit applications and support data for the applicable regulatory agencies.

The CONSULTANT shall prepare and submit the permit applications for the construction of the site improvements and process them through the following regulatory agencies.

Miami-Dade County Department of Environmental Resource Management (DERM) – Environmental Resource Permit (ERP) Surface water management  
City of Aventura Public Works Department

- Engineering Plan approval and any comments that are generated by the City pertaining to the Plans shall be addressed
- Landscape Plan approval and any comments that are generated by the City pertaining to the Plans shall be addressed

If additional permits are required, Consultant shall process them and the fees for these additional services will be submitted to the Client as additional services under a contract addendum if required.

If any other agencies are identified as required to approve the project, an amendment to this agreement shall be prepared. B&A shall coordinate the processing of the applications through the regulatory agencies, including attendance to a limited number of meetings (up to two (2) with the agencies that may be necessary to receive the approval. Within this service are up to two (2) meetings or conference calls with each of the regulatory agencies, one (1) submittal of the applications and supporting documents, two (2) responses to agency comments. In order to minimize travel, meetings shall be scheduled when possible with multiple agencies together. Meetings required beyond these shall be handled as an additional service, and billed in accordance with our Standard Hourly Rates. The Client shall be financially responsible for all application and/or filing fees required by the agencies. Any other permits that may arise during the design or review process, and not outlined above, shall be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

*Deliverables for Task V Regulatory Permitting – As a result of this task, B&A shall produce the following:*

- *One (1) 24" X 36" black and white signed and sealed copy of the City of Aventura Public Works Permit Application*
- *One (1) 24" X 36" black and white signed and sealed copy of the Miami Dade County Plan Approval application and associated drawings*

**TASK VI – Bidding Assistance:**

Bidding Assistance – B&A shall attend one pre bid meeting organized by the Client. The preparation of a detailed bid form by B&A is not included in this scope of work. The Client is responsible for advertising, request for bids, receiving bids and reviewing bids.

Response to Contractor Questions – B&A shall respond in writing to contractor questions submitted during the bidding process. The Client shall be responsible for issuing any necessary addenda.

*Deliverables for Task VI Bidding Assistance – As a result of this task, B&A shall produce the following:*

- One (1) 8 ½" X 11" black and white PDF copy of written responses to contractor questions

### **TASK VII – Construction Administration Services**

Submittal Review – B&A shall review and comment on up to fifteen (15) shop drawings, samples, and other data and reports, which the selected contractor is required to submit for review. This review shall only be for conformance with the design concept of the project and compliance with the information provided on the Contract Documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. It is assumed that the shop drawings shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange).

Substitutions – B&A shall review and consider substitutions suggested by the Contractor. Considerations shall be made based and the substituted item being of equal or greater value to what is specified in the Contract Documents.

Responses to RFI's – B&A shall respond to and provide clarifications and interpretations of the Contract Documents as needed and requested by the Contractor or Client. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange).

Site Visits and Meetings – B&A shall attend site visits and meetings (concurrent) once every month for the duration of the construction period estimated to be six (6) months long. (Total of six (6) site and project meetings). During the site visits B&A shall become familiar with the progress and quality of the Contractor's work and to determine if said work is generally proceeding in accordance with the Contract Documents and also be present to discuss issues or topics on site. Each site visit shall be summarized by a detailed field report that outlines observations, activities and any work B&A determines to be in non-conformance with the Contract Documents. B&A shall not be responsible for scheduling or coordinating meetings with the contractor or for producing minutes afterwards. This activity does not include Civil Engineer Inspections listed below. Additional site and/or project meetings requested by the Client, the contractor or due to construction delays shall be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

Civil Engineering Inspections & Tests – The Consultant shall observe the utility testing required as part of the final certification to the regulatory entity responsible for that utility. Other parties are responsible for and will perform the actual testing. Materials testing, density tests, and other construction testing services are not included. The project Civil Engineer shall visit the site up to four (4) times as part of the final certification to the regulatory agencies. Other parties are responsible for and shall perform the actual testing. Re-inspection due to failed tests or the Contractor's failure to perform, or additional testing due to the Contractor's additional phasing of the project shall be billed on an hourly basis. Each Inspection shall be summarized by an Observation Memo. This service shall be completed in addition to Site Visits and Meetings.

Substantial Completion Walk Through – B&A shall visit the site one (1) time to conduct a Substantial Completion Site Inspection to determine if the completed work by the Contractor is in general accordance with Contract Documents and shall provide a punch list of outstanding issues that need to be completed/corrected. This service shall be completed in addition to Site Visits and Meetings.

Final Engineering Certification – B&A shall review the record drawings provided by the Contractor or obtained by other means agreed to by the Client. The preparation of record drawings by B&A is not included. Upon satisfactory review of the record drawings, the Consultant shall prepare and submit the final certification packages to the applicable agencies. This service shall be completed in addition to Site Visits and Meetings.

Final Completion Walk Through – B&A shall visit the site one (1) time to conduct/complete a Final Completion Inspection to determine if the completed work by the Contractor is in general accordance with Contract Documents and that all punch list items have been resolved. B&A shall provide a Final Completion Notice to the Client once the project is deemed to be in full accordance with the Contract Documents. This service shall be completed in addition to Site Visits and Meetings. Additional inspections or walk-throughs required due to contractors inability to complete all punch list items the first time shall be billed to the Client on an hourly basis.

Note: The fees do not include Construction Observation and Certification Services for improvements outside the project limits

*Deliverables for Task VII , Construction Administration Services. – As a result of this task, B&A shall produce the following:*

- One (1) 8 ½" X 11" black and white Substantial Completion Punch List
- One (1) 8 ½" X 11" black and white Final Engineering Certification
- One (1) 8 ½" X 11" black and white Final Completion Notice

**PART III – COMPENSATION**

B&A shall bill the Client a lump sum fee for Tasks I through VI for the Scope of Services listed below. Reimbursable expenses shall be billed in addition to the fee and billed at actual costs and include, but not be limited to, photocopies and printing, postage and shipping, long distance telephone, faxes and all travel related expenses. Expenses and trips associated with travel to the project site shall be billed as reimbursable expenses.

TASK I	Geotechnical Services	\$ 6,200.00 (Lump Sum)
TASK II	Schematic Design	\$ 13,205.00 (Lump Sum)
TASK III	Construction Drawings	\$ 76,767.00 (Lump Sum)
TASK IV	Opinion of Probable Cost	\$ 6,065.00 (Lump Sum)
TASK V	Regulatory Permitting	\$ 7,450.00 (Lump Sum)
TASK VI	Bidding Assistance	\$ 4,310.00 (Lump Sum)

**Total Lump Sum Fees \$ 113,997.00 (Lump Sum)**

TASK VII	Construction Administration Services	\$ 35,320.00 (T&M - NTE)
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**Total T&M NTE Fees: \$ 35,320.00 (T&M NTE)**

Reimbursable Expenses (estimated)	\$ 5,050.00
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(Reimbursable expenses are not included in the above Total Lump Sum or T&M NTE Fees)

**PART IV – SCHEDULE**

B&A is prepared to provide the Design Services immediately upon receipt of this executed Scope of Services and Purchase Order. B&A, in consultation with the Client, shall perform its work in such a manner as to comply with an agreed upon schedule.

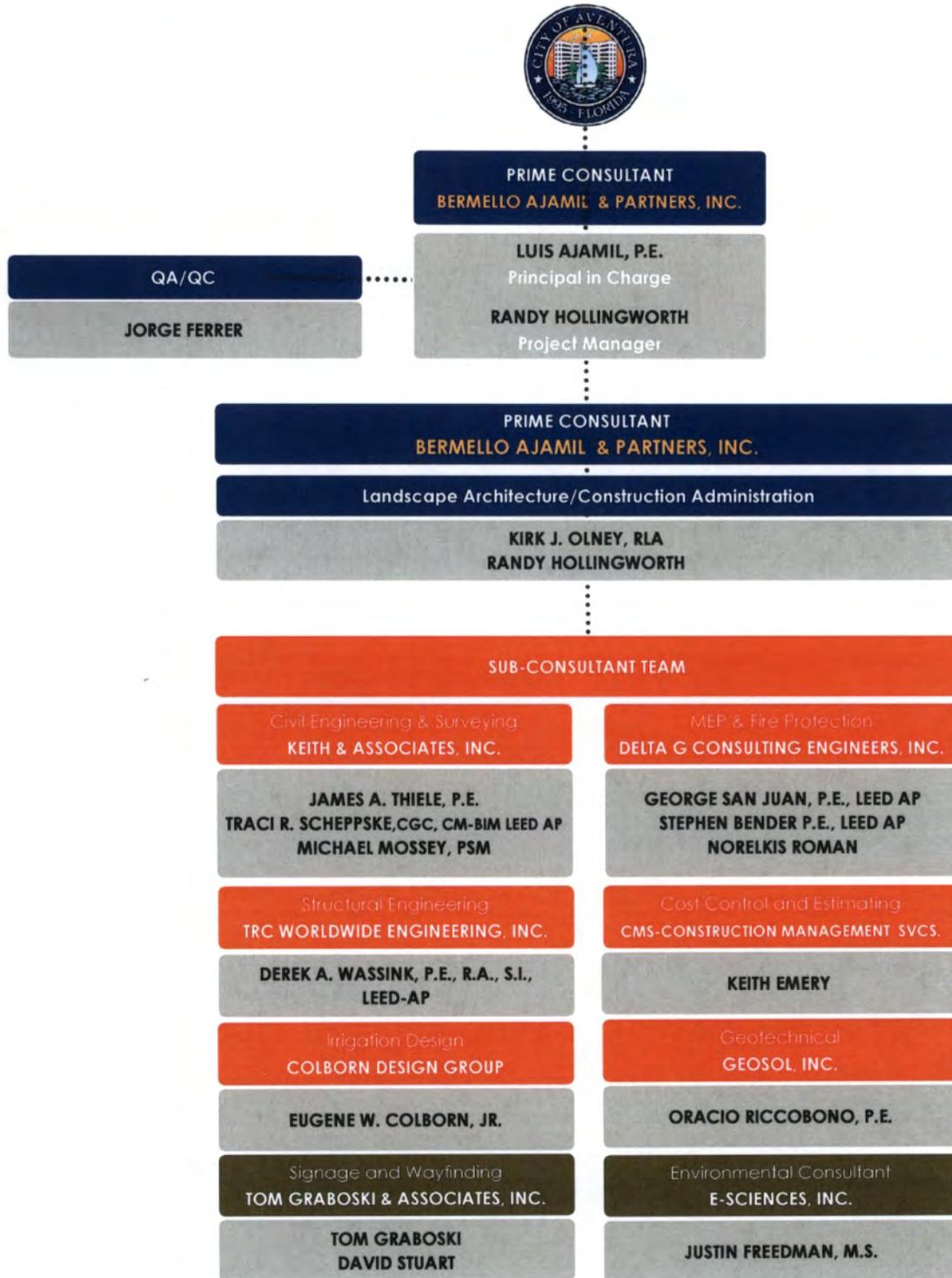
**PART V – ADDITIONAL SERVICES**

B&A shall provide Additional Services to the Client at an agreed upon fee. Items specifically not included in this scope:

1. Full color overall plan views or perspective renderings
2. Architectural design services
3. Additional project meetings
4. Additional site visits
5. Additional concepts
6. Additional revisions

7. Detailed bid form
8. Design or construction drawings related to waterfront promenade walkway, furniture or lighting
9. Public meetings or presentations
10. Changes to plans following approval of the design development plans.

EXHIBIT B



**EXHIBIT C**

Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Miami-Dade County, Florida. The vendor shall pay all deductible amounts, if any. The vendor shall specifically protect the City and by naming the "City of Aventura" as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. The official title of the certificate holder is the "City of Aventura." This official title shall be used in all insurance documentation.

The Contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor's sole expense, the following insurance policies:

1. A business automobile policy (including automobile liability, garage keepers, and garage liability) which covers any vehicles used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the contractor. Minimum limits for bodily/property damage liability shall be One Million Dollars (\$1,000,000) per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

2. A Comprehensive general liability policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations and independent contractors. Products and/or Completed Operations for contracts. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

3. A workers' compensation and employer's liability policy which covers all of the contractor's employees to be engaged in work on this contract as specified by and in accordance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

The contractor acknowledges that the City will not be held responsible for Workers' Compensation or medical care for any/all of the contractor's employees.

4. A crime policy or fidelity bond covering, among other things: theft, employee dishonesty, or embezzlement. The policy or bond shall have minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The City of Aventura shall be named as additional insured on policies listed as 1-4 of the contractor's above required policies of insurance except for the Workers' Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

The contractor agrees to indemnify, defend and hold harmless the City of Aventura from and against any and all claims, suits, judgments, executions, and/or liabilities as to bodily injuries and/or property damages which arise or grow out of this contract or contractors performance or operations hereunder. Notwithstanding any other provisions of this solicitation, it is hereby provided that to the extent that Sec. 725.08, F.S., is applicable, the selected contractor/ vendor shall indemnify and hold harmless the City and City's officers and employees solely to the fullest extent authorized by Sec. 725.08(1), F.S., which shall be deemed to be incorporated herein.

The contractor shall, in its contract with the City, be required to indemnify and hold harmless the City and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the City or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from the provision of professional services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The City shall require that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and its officers, employees, agents or instrumentalities as herein provided.

Copies of all policies or certificates of such insurance shall be delivered to the City, and said documentation shall provide for the City to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

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## INSURANCE REQUIREMENTS

The Contractor shall also, upon request by the City, provide copies of all official receipts and endorsements as verification of contractor's timely payment of each insurance policy premium as required by this contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of the vendor is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation, and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

The City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If the vendor uses a subcontractor, then the vendor shall ensure that subcontractor names the City as an additional insured.



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

**MEMORANDUM**

TO: City Commission

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

DATE: April 13, 2015

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

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**May 5, 2015 City Commission Meeting Agenda Item LE**

**RECOMMENDATION**

It is recommended that the City Commission adopt the attached Resolution authorizing execution of the Law Enforcement Mutual Aid Agreement with the Miami-Dade 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

CCO1892-15

RESOLUTION NO. 2015-\_\_\_

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-DADE COUNTY 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-Dade County 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.

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 5<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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



**Integrity • Respect  
Service • Fairness**

**Miami-Dade Police Department**

Office of the Director  
Police Legal Bureau  
9105 NW 25th Street • Room 3069  
Miami, Florida 33172-1500  
305-471-2550

[miamidade.gov](http://miamidade.gov)

April 8, 2015

Steve Steinberg, Chief  
Aventura Police Department  
19200 West Country Club Drive  
Aventura, Florida 33180

Dear Chief Steinberg:

Subject: Miami-Dade County Mutual Aid Agreement  
2015-2025

Enclosed is the Mutual Aid Agreement between the City of Aventura and the Aventura Police Department and Miami-Dade County and the Miami-Dade Police Department. This Agreement was approved via Resolution R-214-15 by the Board of County Commissioners on March 3, 2015.

We are requesting that you review and sign the four (4) enclosed documents with original signatures. When the Agreement is fully signed, please return two signed original documents to this office, attention Ms. Susan Windmiller.

If you have any questions on this matter, please contact Ms. Susan Windmiller at (305) 471-3197.

Sincerely,

Janet Lewis  
Senior Bureau Commander

Enclosures

**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND  
THE CITY OF AVENTURA  
FOR VOLUNTARY COOPERATION AND  
OPERATIONAL ASSISTANCE**

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

**WHEREAS**, there is an existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, that will require coordinated law enforcement efforts to ensure that preparations of this County will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County; and

**WHEREAS**, in order to ensure that law enforcement agencies are prepared to competently address any and all conditions as they arise to protect the public peace and safety of Miami-Dade County citizens, it is in the best interests of the community and law enforcement for police agencies to engage in mutual aid; and

**WHEREAS**, the subscribing law enforcement agencies have the authority under Florida Statutes Chapter 23, Part I, *Florida Mutual Aid Act*, and under Florida Statutes Section 316.640, *Enforcement*, to enter into a Mutual Aid Agreement,

**NOW, THEREFORE, BE IT KNOWN** that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned municipality, 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:

**SECTION I. PURPOSE AND TERMS**

- A. Short title: Mutual Aid Agreement
- B. 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, Part I, Florida Statutes.
- C. Definitions:
  - 1. Chief Executive Official: Either the Mayor of Miami-Dade County, or the Chief Executive Official of the participating municipality, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each entity.
  - 2. Agency Head: Either the Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the municipal law enforcement agency, or the Chief's designee.
  - 3. Participating law enforcement agency: The police department of any law enforcement agency in Miami-Dade County, Florida, that has approved and executed this Agreement.
  - 4. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

## SECTION II. PROCEDURES

### A. Operations:

1. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.
2. 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 necessitated the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
3. 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, equipment, facilities, and other resources and services provided pursuant to this Agreement to the providing agency.

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

1. All employees of the participating law enforcement agency, including certified law enforcement employees, during such time that said employees are

actually providing aid outside of the jurisdictional limits of their employing agency pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of this Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the jurisdiction in which they are normally employed.

2. The political subdivision having financial responsibility for the participating law enforcement agency providing personnel, equipment, facilities, and other resources and services 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.
3. The political subdivision having financial responsibility for the participating law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
4. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such

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

C. Indemnification: Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

D. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Section 932.701 et. seq., Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating law enforcement agency must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property,

including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to settle, pursuant to the provisions of the Florida Contraband Forfeiture Act.

- E. 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, Part I, Florida Statutes.

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

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

The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation, and;
4. The identity of the employee accused.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the 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 IV. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE**

- A. A deputy sheriff or police officer of either participating law enforcement agency shall be considered to be operating under the provisions of this Mutual Aid Agreement when participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.
- B. In compliance with and under the authority of this Mutual Aid Agreement, entered into by Miami-Dade County and the participating municipality, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and

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

1. Voluntary:
  - a. Joint multi-jurisdictional criminal investigations.
  - b. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
  - c. Joint training in areas of mutual need.
  - d. Off-duty special events.
  - e. Joint multi-jurisdictional marine interdiction operations.
  - f. Security and escort duties for dignitaries.
2. Operational:
  - a. Hostage and barricaded subject situations, and aircraft piracy.
  - b. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
  - c. Enemy attack.
  - d. Transportation of evidence requiring security.
  - e. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
  - f. Any natural, technological, or manmade disaster. Emergency situations in which one agency cannot perform its functional objective
  - g. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special

Response Teams, bomb, crime scene, marine patrol, and police information.

- h. 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.
- i. Terrorist activities including, but not limited to, acts of sabotage.
- j. Escapes from or disturbances within detention facilities.

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

The following procedures will apply to situations requiring operational assistance:

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

## **SECTION VI. CONCURRENT JURISDICTION**

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

- A. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County for arrests made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction; for example, to or from court, provided that, in the context of this Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This Agreement excludes those areas within the territorial limits of any municipality not participating in Mutual Aid with Miami-Dade County, and in any areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.
- B. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County, for arrests made pursuant to the laws of arrest of persons identified as a result of investigations of any offense

constituting a felony or any act of domestic violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the jurisdiction of the agency employing the arresting officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public. Authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, participating agency officers may execute search warrants outside the jurisdiction of their employing municipality for offenses which occurred in their jurisdiction. Participating agency officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within the territorial limits of any municipality not participating in mutual aid with Miami-Dade County, and in any areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.

- C. Prior to any officer taking enforcement action pursuant to either paragraph A. or B. above, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to paragraph A. above shall be processed and coded pursuant to directions of the Clerk of the Court, in such

manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

D. Special Provisions for Concurrent Jurisdiction:

1. Joint enforcement of all traffic laws 24-hours per day, beginning at the intersection of the south right-of-way line Northeast 203 Street and the center line of the Florida East Coast (FEC) Railroad tracks, from the center line of the FEC Railroad tracks, west to the west right-of-way line of Northeast 26 Avenue, from the west right-of-way line of Northeast 26 Avenue, north to the north right-of-way line of Northeast 203 Street; from the north right-of-way line of Northeast 203 Street, east to the center line of the FEC Railroad tracks; from the center line of the FEC Railroad tracks, south to the south right-of-way line on Northeast 203 Street, inclusive of all areas within this description.
2. Joint enforcement of all traffic laws 24-hours per day, beginning at the intersection of the south right-of-way of Miami Gardens Drive and the center line of the FEC Railroad tracks; from the center line of the FEC Railroad tracks, west to the west right-of-way of West Dixie Highway; from the west right-of-way of West Dixie Highway, north to the north right-of-way of Miami Gardens Drive; from the north right-of-way of Miami Gardens Drive, east to the center line of the FEC Railroad tracks; from the center line of the FEC Railroad tracks, south to the south right-of-way of Miami Gardens Drive, inclusive of all areas within this description.
3. Joint enforcement of all laws in an area to be hereinafter designated as the Joint Community Marine Protection Area (JMPA). The JMPA shall consist of

the unincorporated waterways surrounded by, in general: Sunny Isles; Surfside; Bay Harbor Islands; North Miami and the Intracoastal Waterway; Miami Shores; Miami Beach; and, an east-west line in the Atlantic Ocean parallel to the southerly line of Broward County, Florida.

E. General Requirements:

1. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
2. Concurrent law enforcement jurisdiction pursuant to this Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
3. Officers shall not conduct routine patrol activities outside of their jurisdiction.
4. Reports of any action taken pursuant to this Agreement shall be faxed to the agency head of the agency within whose jurisdiction the action was taken, as soon as possible after the action.
5. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
6. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

## **SECTION VII. EFFECTIVE DATE AND TERM OF AGREEMENT**

This Mutual Aid Agreement shall become effective on the date of execution by all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2025. This Mutual Aid Agreement may be renewed in writing by the Agency Head and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to extend this Agreement. This Agreement may be formally renewed for a maximum of three (3) additional successive ten (10) year terms. This Agreement may not be amended or modified except in writing signed and duly executed by the parties. Any modifications or amendments to this Agreement require County Commission approval via the County's legislative process.

## **SECTION VIII. CANCELLATION**

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other participating law enforcement agency. Cancellation will be at the discretion of the Agency Heads and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.





**CITY OF AVENTURA**

**COMMUNITY SERVICES DEPARTMENT**

**MEMORANDUM**

TO: City Commission

FROM: Eric M. Soroka, City Manager

BY: Robert M. Sherman, Director of Community Services 

DATE: April 20, 2015

SUBJECT: **BID NO. 15-04-17-2 Holiday Light Display**

---

**2015 City Commission Meeting Agenda Item 6F**

**Recommendation:**

It is recommended that the City Commission adopt the attached Resolution awarding Bid No.15-04-17-2 Holiday Light Display to the lowest responsible and responsive bidder, Miami Christmas Lights for the price of \$57,675.00 as contained in Exhibit "A" attached.

**Background:**

In accordance with the City's Purchasing Ordinance, bids for providing Holiday Lighting services were solicited, advertised and opened on April 17, 2015. Four qualified bidders responded as follows:

Miami Christmas Lights:	\$57,675.00
Holiday Lighting Designs, Inc.	62,689.50
Plant Professional	62,738.00
Brandano Displays, Inc.	68,712.00

The bid requested pricing to supply, install, maintain and remove the City's annual Holiday Lights Display. This year the display will launch on Saturday, November 14, 2015 and run through Sunday, January 3, 2016 at the following locations:

Government Center  
Aventura Boulevard, including entrance features on Biscayne Boulevard  
West side of Founders Park  
Founders Park entrance on NE 190 Street

City Commission  
April 20, 2015  
Page 2

All electrical work and connections are subject to the review and inspection of the City's Electrical Inspector before the lights are turned on and any payments are made. The vendor will also provide daily inspections, and provide the City with round-the-clock maintenance and technical on-site support, should the need arise. Only energy efficient LED lights will be used.

The City has used Miami Christmas Lights for Holiday Lighting for the past two years with very good results.

This contract is for a two year period with two additional one year extensions, at the City's sole discretion.

Please feel free to contact the City Manager if you have any questions.

RMS/gf

Attachments

RMS15004

RESOLUTION NO. 2015-\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 15-04-17-2, HOLIDAY LIGHT DISPLAY TO MIAMI CHRISTMAS LIGHTS AT THE BID PRICE OF \$57,675.00; 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.

**WHEREAS**, the City Manager has, pursuant to the various laws of the State of Florida and the Code of the City of Aventura, properly solicited and accordingly accepted bids for BID NO. 15-04-17-2, Holiday Light Display; and

**WHEREAS**, sealed bids have been submitted to and received by the City pursuant to the City's Invitation to Bid/Notice to Bidders, specifications, proposals, and requirements for the project/work as cited above; and

**WHEREAS**, staff has determined that Miami Christmas Lights submitted the lowest responsible and responsive bid for said project/work; and

**WHEREAS**, the City Commission, upon the recommendation of the City Manager, is therefore desirous of awarding said bid/contract to said lowest responsible and responsive bidder;

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

**Section 1:** That the bid/contract for Bid No. 15-04-17-2, Holiday Light Display, is hereby awarded to Miami Christmas Lights in the amount of \$57,675.00.

**Section 2:** That the City Manager is hereby authorized to execute, on behalf of the City, a contract by and between the parties embodying the terms, conditions, and

specifications as set forth in the subject Invitation to Bid/Notice to Bidders, bid specifications, bid proposal and bid requirements, or if a City prepared contract was part of said bid proposal, said parties shall execute said prepared contract on behalf of the City.

**Section 3:** That the City Manager is hereby authorized and requested to take all necessary and expedient action to carry out the aims of this Resolution in awarding this bid/contract.

**Section 4:** That the funds to be allocated and appropriated pursuant hereto and for the purpose of carrying out the tenets of this Resolution shall be from Budget Line Item Numbers 001-5001-539-3451 and 120-5001-541-6305.

**Section 5:** This Resolution shall be 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 5<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

**CITY OF AVENTURA  
INVITATION FOR BID  
HOLIDAY LIGHT DISPLAY**

**IFB #15-04-17-2**

**SCHEDULE OF VALUES  
HOLIDAY LIGHT DISPLAY**

NOTE: The quantities shown in the Schedule of Values are an estimate only. They may vary significantly from the actual quantities ordered by the City. Payments shall be for the units ordered, delivered, placed, and accepted by the City. The Bidder, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead/no anticipated profits, etc.) other than the bid unit price of the items times the number of items authorized, ordered, delivered, placed, and accepted by the City. All light fixtures shall be LED and approved by City prior to installation.

ITEM #	DESCRIPTION	Unit price shall be delivered and in-place: includes installation and removal as per specifications.
<b>1</b>	<b>GOVERNMENT CENTER</b>	
	Frontal View – 30 feet Royal Palm Trees w/Warm White 5mm LED	\$ <u>500</u> x 18 trees = \$ <u>9000</u> TOTAL
	East of Building – Snowflakes 48"	\$ <u>125</u> x 6 each = \$ <u>750</u> TOTAL
	East of Building – Snowflakes 36"	\$ <u>75</u> x 8 each = \$ <u>600</u> TOTAL
<b>2</b>	<b>FOUNDER PARKS</b>	
	Founders Park – 20' Medjool Palm – W. Entrance to Park	\$ <u>650</u> x 2 trees = \$ <u>1300</u> TOTAL
	Founders Park – 15' Oak Trees wrap trunk & major branches W. Entrance to park	\$ <u>225</u> x 12 trees = \$ <u>2700</u> TOTAL
	Founder Park – 30' Medjool Palm @corner of Park sign	\$ <u>750</u> x 3 trees = \$ <u>2250</u> TOTAL
	Founder Park – 30' Medjool Palm @South Entrance to Park	\$ <u>750</u> x 9 trees = \$ <u>6750</u> TOTAL
	Founder Park – 20' Coconut Palm – outside of Fence	\$ <u>300</u> x 12 trees = \$ <u>3600</u> TOTAL
	Founder Park – 25' Black Olive – Wrap Trunk	\$ <u>275</u> x 6 trees = \$ <u>1650</u> TOTAL
	Founder Park – Red LED Light Spheres 7.5" 6 per Trees	\$ <u>50</u> x 36 trees = \$ <u>1800</u> TOTAL

EXHIBIT "A"

	Founder Park – Top 18" of Palm Tree wrap Blue LED 5mm	\$ 0	x 26 trees = \$ 0	TOTAL
	East & South sidewalks – 4' vertical cocoplum hedge	\$ 2.86	x 525' of hedge \$ 1500	TOTAL
<b>3</b>	<b>AVENTURA BLVD – East to West of Aventura Blvd &amp; W. Country Club Drive</b>			
	Center Median – 30' Medjool Palm w/aerial power cable	\$ 450	x 23 trees = \$ 10350	TOTAL
	Top 18" of Palm Tree wrap Blue LED 5mm	\$ 0	x 23 trees = \$ 0	TOTAL
<b>4</b>	<b>AVENTURA BLVD &amp; BISCAYNE BLVD City Monument Sign North &amp; South</b>			
	North - 30' Medjool Palm (Behind City Sign)	\$ 400	x 8 trees = \$ 3200	TOTAL
	North 35' Coconut Palm (Behind City Sign)	\$ 500	x 8 trees = \$ 4000	TOTAL
	Center Median -- 30' Medjool Palm	\$ 400	x 6 trees = \$ 2400	TOTAL
	South -- 30' Medjool Palm (Behind City Sign)	\$ 400	x 8 trees = \$ 3200	TOTAL
	South -- 35' Coconut Palm (Behind City Sign)	\$ 375	x 7 trees = \$ 2625	TOTAL
	Top 18" of Palm Tree wrap Blue LED 5mm	\$ 0	x 37 trees = \$ 0	TOTAL
<b>BASE BID</b>	<b>TOTAL BASE BID</b> <b>Total of Items 1 through 4 constitute the Base Bid</b>	\$ 57675		<b>BASE BID</b> <b>TOTAL</b>

**ADDITIONAL SCHEDULE OF VALUES**

A	20' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	350
B	30' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	400
C	35' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	550
D	30' Royal Palm w/5 fronds and warm white 5mm LED Lights	500
E	20' Coconut Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	325
F	35' Coconut Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	375
G	24" Snowflakes w/LED Cool White Lights	65
H	36" Snowflakes w/LED Cool White Lights	125
I	48" Snowflakes w/LED Warm White Lights	125

CONTRACT EXTENSIONS: The City of Aventura hereby requests bids for a two (2) year contract for supplies and services. In addition, the City reserves the right to extend this contract for two additional one (1) year term, providing both parties agree, that all the terms, conditions and specifications except for the itemized and unit prices as contained in the Schedule of Values, which shall be negotiated in faith) remain the same and the extension is approved by the City Manager.

BIDDER OFFERING FIRM PRICES FOR THE INITIAL TWO YEAR CONTRACT PERIOD:

YES   x   NO \_\_\_\_\_

BIDDER TO INDICATE IF HE WOULD BE WILLING TO EXTEND THIS CONTRACT FOR TWO ADDITIONAL ONE YEAR TERMS: YES   x   NO \_\_\_\_\_

Kurt Stange Manager  
Bidder Name and Title

South Florida Lighting Team LLC d/b/a Miami Christmas Lights  
Company Name

1330 West Ave Suite 2012 Miami Beach, FL 33139  
Address

305-432-2225  
Phone

855-787-5716  
Facsimile Number

kurt@miamichristmaslights.com  
Email Address

**CITY OF AVENTURA  
INVITATION FOR BID  
HOLIDAY LIGHT DISPLAY**

**IFB #15-04-17-2**

**SITE VISIT CERTIFICATION**

Contractor certifies that Contractor has inspected site's location as per Bid Manual.

Contractor certifies that Contractor is familiar with the site location for Holiday Lights Display per APPENDIX 4 – pages 69-73.

Contractor further certifies that Contractor agree to comply with all electrical, logistic and technical requirements to fulfill the Holiday Light Display services set forth in this Bid Manual.

Contractor further certifies and acknowledges, through my signature below,

Name of Contractor: Miami Christmas Lights

Signature of Contractor:  Date: 9/16/15

**CITY OF AVENTURA  
INVITATION FOR BID  
HOLIDAY LIGHT DISPLAY**

**IFB #15-04-17-2**

**PROPOSER'S QUALIFICATIONS**

(Page 1 of 4)

**NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Bid.**

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by names and titles:

Name of Company: South Florida Lighting Team LLC d/b/a Miami Christmas Lights

Address: 1330 West Ave Suite 2012 Miami Beach, FL 33139

Principals: Kurt Stange Titles: President/Manager

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida? YES x NO

b. List Principals Licensed:

Name(s): \_\_\_\_\_ Title: \_\_\_\_\_

N/A

Remarks: \_\_\_\_\_

3. How long has your company been in business and so licensed? In business since 10/30/2008  
Miami Dade Business Licence

**PROPOSER'S QUALIFICATIONS (continued)**

(Page 2 of 4)

4. Number of employees? 49

5. Number of employees assigned to this project? 40

6. If Proposer is an individual, corporation or a partnership, answer the following:

a. Date of Organization 10/30/2008

b. Name, address and ownership units of all partners:

Sir Kurtis Inc

1330 West Ave Suite 2012 Miami Beach, FL 33139

c. State whether general or limited partnership: N/A

d. State whether a corporation Corporation. Date and place of incorporation

10/30/2008 Florida

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

N/A

7. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

8. How many years has your organization been in business under its present business name?

7 years

a. Under what other former names has your organization operated?

None

9. Has your company ever failed to complete a bonded obligation or to complete a contract?

YES NO X

**PROPOSER'S QUALIFICATIONS (continued)**

(Page 3 of 4)

- a. If so, give particulars including circumstances, where and when, name of bonding company, name and address of contracting parties and disposition of matter:

N/A

- b. Are you now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your company operations? If so list:

No

- 10. a. List the pertinent experience of the key individuals of your organization; (continue on insert sheet, if necessary).

See Attached Sheet

- b. State the name of the individual(s) who will have personal supervision of the work, and what experience they have in supervising holiday light displays:

Kurt Stange

Solange Beaumard

See Attached Sheet

- 11. List name and title of persons in your company who are authorized to enter into a contract with the City of Aventura, Florida for the proposed work should your company be the successful Proposer.

Name Kurt Stange

Title President

- 12. Describe your Company's experience in providing services to other agencies similar to the comprehensive service to be provided herein.

See Attached Sheet



## Summary of Proposer's Qualifications 10b

Along with scores of projects managed and executed by the executive management team at Miami Christmas Lights, the following 2 project bests describes the ability of the entire Miami Christmas Light team bring a project to fruition by utilizing experience, skills, ingenuity, creativity and responsibility.

### Management Philosophy:

The back bone of Miami Christmas Lights is service. Our mentality is that we are a customer service company that just happened to be in the holiday business. We are 100% dedicated to our clients. Our team, management and ownership are available 24 hours a day to address issues or concerns. Our team, management and ownership are well-versed in all areas of; operations, installation, service, maintenance, removal and design.

During season, our teams work 24 hours a day in 3 shifts to ensure that all our displays are proactively continually monitored to ensure they are operational for the entire season. We have multiple trucks in various locations to ensure service members are available whenever they are needed. Our installation team endures vigorous training and background checks as our corporate standards are extremely high. We strive to be the best in the market and will not rest as we try to achieve that goal.

### 600 World Brickell Plaza

The design team at MCL designed and manufactured a 5000lb, 40' wreath that is hung during the holiday season on the side of the skyscraper. Utilizing ingenuity and the ability to work with the engineering group at the building, MCL came up with a way to hang the wreath over 120 ft in the air with a 200 ton crane. The design of the wreath and the rest of the project was so prolific, that the building itself is known as the wreath building. Only through consistently high quality work could this project be sustained year after year.

### Aventura Mall

The team at Miami Christmas Lights has installed the largest single retail display in Florida with Aventura Mall which consisted of over 700 trees, 65 miles of Christmas lights, and over 1 million individual LED bulbs. It took our team many hours of creative thought to produce a design worthy of this project. This project pushed the limits of the company with the given time table as we immediately started to work three 8 hour shifts to ensure the project was ready on time for our client. By working around the clock through all types of weather delays and recognizing the need to add additional resource, our team completed the project on time and ready for the client's launch date.



**Project Managers: Kurt Stange & Solange Beaumard**

Kurt Stange-President of Miami Christmas Lights has been running this company since 2008. Kurt, over these past eight years, through the trials and tribulations of hundreds of holiday projects has perfected the processes of design, installation, maintenance, removal, storage and refurbishment of holiday décor. He understands the importance of only utilizing the best material on the market today, as well as keeping up with the latest technology. He created extensive training programs that allow the Miami Christmas Lights staff to be second to none on installation and product care. Only through his years of experience can a municipality like the City of Hollywood call upon a company like Miami Christmas Lights and feel absolutely comfortable in the reliability to execute the contract.

Solange Beaumard-General Manager of Miami Christmas Lights originally from Bordeaux, France, and for the past 16 years has run organizations from no-profit to private US companies. Through her extensive traveling throughout the world, she has learned management styles from several companies with a variety of philosophies. Most recently she managed a high end fitness center in Aventura, Fl, where she took the company from a \$1 million dollar deficit to a tremendous operating surplus. There she managed 7 departments and hundreds of people. When Solange came to Miami Christmas Lights, she immediately made a huge impact on the company. Because of her unique and high energy management style, Miami Christmas Lights was able to take on projects like Aventura Mall and Gulfstream Race track along with scores of other projects. She has an uncanny ability to organize our personnel and resources, enabling us to grow and take on additional projects in other parts of the state as in Orlando, Naples and Tampa locations. This makes Miami Christmas Lights uniquely qualified to execute the holiday décor project for the City of Hollywood.

**PROPOSER'S QUALIFICATIONS (continued)**

(Page 4 of 4)

13. List the following information concerning all contracts in progress as of the date of submission of this Bid (in case of joint venture, list the information for all joint ventures.) If none, write "none".

Project Name	Owner	Total Contract Value	Contracted Date of Completion	Percentage of Completion (to date)
City of Sunny Isles Beach		\$42240	1/17	33%
City of Ft Lauderdale		\$732240	1/17	33%
Town of Bay Harbor Islands		\$25200	1/17	50%

14. Has the Bidder or his/her representative inspected the public right-of-way and does the Bidder have a complete plan for its performance? **Yes**

15. Will you sub-contract any part of this work? Is so, give details including a list of each Sub-Contractor that will perform work and the work that will be performed by each Sub-Contractor.

Classification of Work

Name and Address of Sub-contractor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No Sub-Contractors

\_\_\_\_\_

\_\_\_\_\_

Kurt Stange President/Manager

Bidder Name and Title

South Florida Lighting Team d/b/a Miami Christmas Lights

Company Name

1330 West Ave Suite 2012 Miami Beach, FL 33139

Address

305-432-2225

Phone

**CITY OF AVENTURA  
 BID TABULATION  
 HOLIDAY LIGHT DISPLAY**

**BID # 15-04-17-2**

*Bid opening after 2:00 pm on Friday, April 17, 2015*

DESCRIPTION		BRANDANO DISPLAYS, INC	MIAMI CHRISTMAS LIGHTS	HOLIDAY LIGHTING DESIGNS, INC.	PLANT PROFESSIONAL
<b>1.</b>	<b>GOVERNMENT CENTER</b>				
	Frontal View – 30 feet Royal Palm Trees w/Warm White 5mm LED	\$9,360.00	\$9,000.00	\$10,125.00	\$6,120.00
	East of Building – Snowflakes 48"	\$1,794.00	\$ 750.00	\$ 1,215.00	\$6,528.00
	East of Building – Snowflakes 36"	\$2,232.00	\$ 600.00	\$ 1,440.00	\$7,680.00
<b>2.</b>	<b>FOUNDER PARKS</b>				
	Founders Park – 20' Medjool Palm – W. Entrance to Park	\$ 728.00	\$1,300.00	\$1,620.00	\$1,160.00
	Founders Park – 15' Oak Trees wrap trunk & major branches W. Entrance to park	\$7,800.00	\$2,700.00	\$2,430.00	\$3,120.00
	Founder Park – 30' Medjool Palm @corner of Park sign	\$1,560.00	\$2,250.00	\$2,632.00	\$1,800.00
	Founder Park – 30' Medjool Palm @South Entrance to Park	\$4,680.00	\$6,750.00	\$7,897.50	\$5,400.00
	Founder Park – 20' Coconut Palm – outside of Fence	\$2,496.00	\$3,600.00	\$2,430.00	\$2,400.00
	Founder Park – 25' Black Olive – Wrap Trunk	\$6,240.00	\$1,650.00	\$4,050.00	\$5,400.00
	Founder Park – Red LED Light Spheres 7.5" 6 per Trees	\$5,616.00	\$1,800.00	\$1,782.00	\$2,520.00
	Founder Park – Top 18" of Palm Tree wrap Blue LED 5mm Trees	\$ 676.00	\$ 0.00	\$1,755.00	\$1,040.00

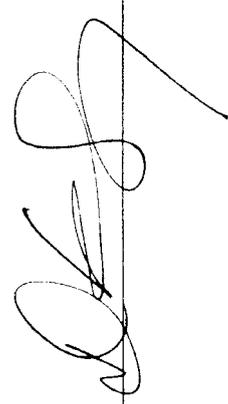
	East & South sidewalks – 4' vertical cocoplum hedge	\$ __ X 525' of hedge	\$5,250.00	\$1,500.00	\$2,700.00	\$4,590.00
<b>3.</b>	<b>AVENTURA BLVD – East to West of Aventura Blvd &amp; W. Country Club Dr.</b>					
	Center Median – 30' Medjool Palm w/aerial power cable	\$ __ X 23 Trees	\$7,176.00	\$10,350.00	\$7,762.50	\$4,600.00
	Top 18" of Palm Tree wrap Blue LED 5mm	\$ __ X 23 Trees	\$ 598.00	\$0.00	\$1,552.50	\$ 920.00
<b>4.</b>	<b>AVENTURA BLVD &amp; BISCAYNE BLVD City Mount Sign North &amp; South</b>					
	North - 30' Medjool Palm (Behind City Sign)	\$ __ X 8 Trees	\$2,496.00	\$3,200.00	\$2,700.00	\$1,600.00
	North 35' Coconut Palm (Behind City Sign)	\$ __ X 8 Trees	\$2,496.00	\$4,000.00	\$1,800.00	\$1,760.00
	Center Median -- 30' Medjool Palm	\$ __ X 6 Trees	\$1,872.00	\$2,400.00	\$2,025.00	\$1,200.00
	South -- 30' Medjool Palm (Behind City Sign)	\$ __ X 8 Trees	\$2,496.00	\$3,200.00	\$2,700.00	\$1,600.00
	South -- 35' Coconut Palm (Behind City Sign)	\$ __ X 7 Trees	\$2,184.00	\$2,625.00	\$1,575.00	\$1,820.00
	Top 18" of Palm Tree wrap Blue LED 5mm	\$ __ X 37 Trees	\$ 962.00	\$ 0.00	\$2,497.50	\$1,480.00
	<b>TOTAL BASE BID PRICE</b>		<b>\$68,712.00</b>	<b>\$57,675.00</b>	<b>\$62,689.50</b>	<b>\$62,738.00</b>
	<b>Total of Item 1 Through 4 constitute the Base Bid</b>					

**ADDITIONAL SCHEDULE OF VALUES**

	DESCRIPTION	BRANDANO DISPLAYS, INC	MIAMI CHRISTMAS LIGHTS	HOLIDAY LIGHTING DESIGNS, INC.	PLANT PROFESSIONAL
A	20' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	\$390.00	\$350.00	\$337.50	\$200.00
B	30' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	\$546.00	\$400.00	\$405.00	\$240.00

C	35' Medjool Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	Each	\$598.00	\$550.00	\$427.50	\$260.00
D	30' Royal Palm w/5 fronds and warm white 5mm LED Lights	Each	\$520.00	\$500.00	\$562.50	\$340.00
E	20' Coconut Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	Each	\$234.00	\$325.00	\$270.00	\$200.00
F	35' Coconut Palm w/warm white 5mm LED Lights and top 18" w/Blue LED 5mm	Each	\$364.00	\$375.00	\$292.50	\$220.00
G	24" Snowflakes w/LED Cool White Lights	Each	\$239.00	\$ 65.00	\$121.50	\$832.00
H	36" Snowflakes w/LED Cool White Lights	Each	\$279.00	\$125.00	\$180.00	\$960.00
I	48" Snowflakes w/LED Warm White Lights	Each	\$299.00	\$125.00	\$202.50	\$1,088.00

Offers listed from the vendors herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Purchasing Agent: 

Dated April 17, 2015

CITY OF AVENTURA

COMMUNITY SERVICES DEPARTMENT AND FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY:  Robert M. Sherman, Community Services Director  
Brian K. Raducci, Finance Director

DATE: April 28, 2015

SUBJECT: **Disaster Debris Monitoring Services Agreement.**

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**May 5, 2015 Commission Meeting Agenda Item LOG**

**Recommendation**

It is recommended that the City Commission adopt the attached Resolution which authorizes the City Manager to execute the Disaster Debris Monitoring Services Agreement which specifies the scope of services and hourly rates for Tidal Basin Government Consulting, LLC ("Tidal Basin") to serve as the City's Disaster Debris Monitors. The initial term of this Agreement shall be effective upon the approval of the City Commission and shall terminate after three (3) years. The Agreement may be renewed for two (2) additional one (1) year terms.

**Background**

At the April 7, 2015 Commission meeting, the City Commission adopted Resolution No. 2015-26 which selected the firm of Tidal Basin to perform Disaster Debris Monitoring Services and authorized the City Manager to negotiate the terms and fees for said services. That Resolution was the culmination of the following process:

- The City first advertised the availability of the RFP in the Daily Business Review and made a solicitation package available from [www.demandstar.com](http://www.demandstar.com) on December 3, 2014. At that time, no responses were received.
- As a result, the City re-advertised the availability of the RFP in the Daily Business Review and made a solicitation package available from [www.demandstar.com](http://www.demandstar.com) on February 11, 2015. Only one response was received – Tidal Basin Government Consulting, LLC.

Page (2)  
 Memo to City Commission  
 Disaster Debris Monitoring Services Agreement

A Review Committee consisting of the Community Services Director, the Finance Director and the Purchasing Agent interviewed Tidal Basin on March 31, 2015 and evaluated them on the criteria as outlined in (RFP No. 15-03-11-2) for Disaster Debris Monitoring Services.

Based on that interview, the Review Committee recommended to the City Commission and the Commission adopted Resolution No. 2015-26 which authorized the City Manager to negotiate the terms and fees for said services. As a result of those negotiations, Tidal Basin made significant concessions on most of the hourly rates that they originally proposed as depicted in the schedule below.

Comparison of Tidal Basin's Hourly Rates by Position

	Originally Proposed	Tentatively Agreed	Rate Reduction from that as Originally Proposed	
	March 3, 2015	April 22, 2015	\$	%
Project Manager	\$ 122.00	\$ 100.00	\$ 22.00	18.03%
Officer Supervisor	85.00	75.00	10.00	11.76%
Operations Manager	141.00	90.00	51.00	36.17%
FEMA Coordinator	165.00	160.00	5.00	3.03%
Scheduler/Expeditors	47.00	45.00	2.00	4.26%
Truck Certifier	54.00	50.00	4.00	7.41%
Field Supervisor	77.00	50.00	27.00	35.06%
Tower Monitors	54.00	45.00	9.00	16.67%
Environmental Specialists	111.00	100.00	11.00	9.91%
Project Inspectors	54.00	50.00	4.00	7.41%
GIS Specialists	65.00	62.50	2.50	3.85%
Residential Drop-off Site Monitors	36.00	35.00	1.00	2.78%
Billing/Invoice Analyst	85.00	50.00	35.00	41.18%
Administrative Assistant	36.00	35.00	1.00	2.78%
Field Monitors	53.00	40.00	13.00	24.53%

The Hourly Rates above will hold firm for the initial three (3) year term of the Agreement and may be renegotiated in years four (4) and five (5) if the Agreement is renewed. The hourly rates for these subsequent contract years will be limited to the change in the Consumer Price Index for "All Urban Consumers for Miami/Fort Lauderdale, Florida" as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) months ending July of each year to be effective for the next engagement.

The base template for the Attached Agreement was modeled after another South Florida municipality's agreement for a similar service. It has been tailored to meet our City's requirements and reviewed by our City Attorney to ensure proper form and content. Should you have any questions regarding this memorandum, please feel free to contact the City Manager.

RESOLUTION NO. 2015-\_\_\_

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 AGREEMENT BETWEEN THE CITY OF AVENTURA AND TIDAL BASIN GOVERNMENT CONSULTING, LLC TO PERFORM PROFESSIONAL DISASTER DEBRIS MONITORING SERVICES; 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 of Aventura, pursuant to applicable state law, has solicited and reviewed proposals from firms to provide professional services relative to Disaster Debris Monitoring Services (RFP No. 15-03-11-2); and

**WHEREAS**, Resolution No. 2015-26 established the selection of Tidal Basin Government Consulting, LLC to perform Disaster Debris Monitoring Services for the City and authorized negotiations with the selected firm; and

**WHEREAS**, City Staff has negotiated fees and scope of services with the selected firm (Tidal Basin Government Consulting, LLC) and recommends approval of the Agreement.

**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 Agreement between the City of Aventura and Tidal Basin Government Consulting, LLC for disaster debris monitoring services.

**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.

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 5<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

**AGREEMENT BETWEEN THE CITY OF AVENTURA AND  
TIDAL BASIN GOVERNMENT CONSULTING, LLC FOR  
DISASTER DEBRIS MONITORING SERVICES**

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day  
of \_\_\_\_\_, 2015, by and between:

CITY OF AVENTURA, FLORIDA  
a municipal Corporation  
19200 W. Country Club Drive  
Aventura, Florida 33180  
(hereinafter referred to as "CITY")

AND

TIDAL BASIN GOVERNMENT CONSULTING, LLC  
an S Corporation organized in the District of Columbia  
675 N. Washington Street, Suite 400  
Alexandria, VA 22314  
(hereafter referred to as "CONTRACTOR")

WHEREAS, on February 11, 2015 the City issued a Request for Proposals (RFP No. 15-03-11-2) for Disaster Debris Monitoring Services; and

WHEREAS, staff recommends that the contract be awarded to Tidal Basin Government Consulting, LLC; and

WHEREAS, the City Commission concurs with the staff recommendation and deems it to be in the best interests of City;

NOW, THEREFORE, in consideration of the benefits provided by CONTRACTOR to the citizens of Aventura and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. **TERM AND TIME OF PERFORMANCE**

2.01 The initial term of this Agreement shall be effective upon the approval of the City Commission and shall terminate after three (3)

years. This Agreement may be renewed for two (2) additional one (1) year terms.

2.02

- (a) All duties, obligations and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than the deadlines established by the Contract Administrator. For the purposes of this Agreement, the Contract Administrator is the Community Services Director, or other individual as designated by the City Manager's Office. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.
- (b) The Contract Administrator shall be responsible for coordinating and communicating with the CONTRACTOR and to manage and supervise execution and completion of the Scope of Services as set forth herein and in the respective Task Authorization.

Section 3.     **SCOPE OF SERVICES**

- 3.01 The CONTRACTOR shall complete the scope of services in accordance with the requirements of CITY'S RFP outlined in Exhibit "A", attached hereto and incorporated herein. In addition, the CONTRACTOR shall complete the CONTRACTOR's proposed Scope of Services as attached hereto and incorporated herein as Exhibit "A-1". The parties acknowledge that the Haul Pass System designated in Exhibit "A-1" is subject to the approval of its usage by the Federal Emergency Management Agency ("FEMA") and that CONTRACTOR may need to utilize another system approved by FEMA, subject to the approval of CITY.
- 3.02 CITY and CONTRACTOR acknowledge that the scope of services is a description of CONTRACTOR's responsibilities and obligations and is deemed to include preliminary considerations and prerequisites and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical and unconscionable.
- 3.03 No work shall begin or any costs incurred for any part of the services without an approved Task Authorization. The Task Authorization to be issued by CITY shall define and describe the Scope of Services items in operational terms and will include the maximum amount of compensation to the CONTRACTOR for the

completion of the Task Authorization. The Task Authorization must be approved and executed by the CITY's Contract Administrator to be valid. For the CONTRACTOR, the Task Authorization must be approved and executed by \_\_\_\_\_ or \_\_\_\_\_.

- 3.04 Each Task Authorization will designate a lump sum amount or time and expenses method for compensation and the maximum amount to be incurred to the specific tasks authorized by the Task Authorization. All charges shall be in accordance with the Price Proposal, attached hereto and incorporated herein as Exhibit "C". No charges will be accepted for items not pre-approved within a Task Authorization.
- 3.05 Any change in the Scope of Services must be accomplished by a written amendment to this Agreement and executed by both parties. The City Manager shall act for CITY under this Section 3.05.

Section 4.     **CONSIDERATION**

- 4.01 CITY agrees to compensate CONTRACTOR for the services performed by CONTRACTOR pursuant to the requirements of Section 3 of this Agreement. The parties acknowledge and agree that the pricing as designated in Exhibit "C", is **inclusive** of all costs due CONTRACTOR for services rendered pursuant to this Agreement, including but not limited to travel, subsistence and reimbursables.
- 4.02 Method of Billing and Payment.
  - (a) CONTRACTOR shall submit invoices for compensation to the CITY's Contract Administrator for completed services on a monthly basis. Invoices shall be submitted no later than the 15<sup>th</sup> day of the month for services rendered during the prior month. Invoices shall clearly designate the services performed in accordance with the applicable Task Authorization.
  - (b) CITY will make its best efforts to pay CONTRACTOR within thirty (30) calendar days of receipt of proper invoice the total shown to be due on such invoice. All payments for services are subject to the applicable Task Authorization; however, under no circumstances will costs that exceed reimbursable limits acceptable to FEMA be proposed or approved in a Task Authorization, unless otherwise approved by CITY. All invoices must comply with the requirements of this Agreement and must be submitted on a form that is acceptable to CITY. Payment

may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

(c) Services under a Task Authorization shall not exceed the approved amount. Should an additional amount be required, the CONTRACTOR acknowledges that in accordance with Section 2-253 (5) of the City Code, the City Manager has the authority to make emergency purchases. *(Purchases arising out of or because of emergencies shall be exempt from the competitive bid requirements. Emergencies constitute a situation, occurrence or matter necessitating immediate or quick action and not permitting adequate time to utilize competitive bidding). Any such authorization from the City Manager shall be in writing.*

4.03 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR or failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by CITY.

4.04 Payment to CONTRACTOR shall be made payable to Tidal Basin Government Consulting, LLC and sent to:

Tidal Basin Government Consulting, LLC  
675 N. Washington Street, Suite 400  
Alexandria, VA 22314

Section 5. **DUTIES AND RESPONSIBILITIES OF CITY**

5.01 The CITY shall issue Task Authorizations as required in accordance with this Agreement, together with the applicable purchase orders.

5.02 CITY shall be responsible for scheduling and coordinating all required meetings with the applicable personnel, including any other CITY Contractors.

5.03 The City shall designate the applicable Contract Administrator for each designated event and notify CONTRACTOR in writing.

- 5.04 Other assistance as may be reasonably required in assisting CONTRACTOR to complete the required scope of services.

Section 6. **INSURANCE REQUIREMENTS**

- 6.01 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Miami-Dade County, Florida. The CONTRACTOR shall pay all deductible amounts, if any. The CONTRACTOR shall specifically protect the City by naming the "City of Aventura" and "CITY'S officers, agents and employees" as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. The official title of the certificate holder is the "City of Aventura." This official title shall be used in all insurance documentation.
- 6.02 The Contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor's sole expense, the following insurance policies:
- (a) A business automobile policy (including automobile liability, garage keepers, and garage liability) which covers any vehicles used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the contractor. Minimum limits for bodily/property damage liability shall be One Million Dollars (\$1,000,000) per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- Owned Vehicles, if applicable.
  - Hired and Non-Owned Vehicles, if applicable.
  - Employers' Non-Ownership, if applicable.
- (b) A Comprehensive general liability policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations and independent contractors. Products and/or Completed Operations for contracts. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless *and/or* indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

(c) A workers' compensation and employer's liability policy which covers all of the contractor's employees to be engaged in work on this contract as specified by and in accordance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

- Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.
- The CONTRACTOR acknowledges that the City will not be held responsible for Workers' Compensation or medical care for any/all of the CONTRACTOR'S employees.

(d) A crime policy or fidelity bond covering, among other things: theft, employee dishonesty, or embezzlement. The policy or bond shall have minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

6.03 The City of Aventura and City's officers, agents and employees shall be named as additional insured on policies listed as (a) – (d) of the contractor's above required policies of insurance except for the Workers' Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

6.04 The CONTRACTOR agrees to indemnify, defend and hold harmless the City of Aventura from and against any and all claims, suits, judgments, executions, and/or liabilities as to bodily injuries and/or property damages which arise or grow out of this contract or contractors performance or operations hereunder. Notwithstanding any other provisions of this Agreement, it is hereby provided that to the extent that any applicable statute is determined by a court of competent jurisdiction to bar or impair the specific indemnification provisions of this Agreement, the CONTRACTOR shall defend, indemnify and hold harmless the City and City's officers, agents

and employees solely to the fullest extent authorized by applicable law.

The CONTRACTOR shall, in its contract with the City, be required to indemnify and hold harmless the City and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the City or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from the provision of services by the CONTRACTOR and/or its officers, employees, agents or independent contractors. The CONTRACTOR shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The City shall require that the CONTRACTOR expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and its officers, employees, agents or instrumentalities as herein provided.

- 6.05 Copies of all policies or certificates of such insurance shall be delivered to the City, and said documentation shall provide for the City to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The CONTRACTOR shall also, upon request by the City, provide copies of all official receipts and endorsements as verification of contractor's timely payment of each insurance policy premium as required by this contract.

- 6.06 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of the CONTRACTOR is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation, and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

The City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If the CONTRACTOR uses a subcontractor, then the CONTRACTOR shall ensure that subcontractor names the City as an additional insured.

Section 7.     **INDEMNIFICATION**

- 7.01 GENERAL INDEMNIFICATION: The CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the negligent acts, errors or omissions furnished by or operations of the CONTRACTOR or his subcontractors, agents, officers, employees or independent contractors pursuant to the Agreement, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or his subcontractors, agents, servants or employees in the provision of the services under the Agreement.
  
- 7.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
  
- 7.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.
  
- 7.04 PATENT AND COPYRIGHT INDEMNIFICATION: The CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement.

Section 8.     **TERMINATION**

- 8.01 TERMINATION FOR CAUSE AND DEFAULT: In the event CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to CONTRACTOR of default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONTRACTOR has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CONTRACTOR shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.
- 8.02 TERMINATION FOR CONVENIENCE OF CITY: Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

Section 9.     **RIGHTS TO AUDIT**

- 9.01 The CONTRACTOR may be subject to audit by federal, state and local agencies pursuant to this contract. The CONTRACTOR shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services hereunder for at least five (5) years from the date of contract ending date. The CITY shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the CONTRACTOR and the CITY.

Section 10. **INDEPENDENT CONTRACTOR**

10.01 It is understood and agreed that CONTRACTOR is and shall remain an independent contractor with respect to the services being performed by CONTRACTOR pursuant to this Agreement and shall not, for any purpose, be deemed an employee of CITY.

Section 11. **CONFLICT OF INTEREST**

11.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

11.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Aventura, Miami-Dade County and the State of Florida, Chapter 112, Florida Statutes (2014), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

11.03 CONTRACTOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay, any person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this Agreement.

Section 12. **ASSIGNMENT**

12.01 CONTRACTOR shall not assign, transfer or subject the Agreement or its rights, title or interests or obligations therein without CITY'S prior written approval.

12.02 Violation of the terms of this paragraph shall constitute a breach of this Agreement by CONTRACTOR and CITY may, at its discretion, cancel this Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

Section 13. **COMPLIANCE WITH LAWS**

13.01 CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Aventura and of any other public authority which may be applicable to this Agreement.

Section 14. **VENUE; LITIGATION**

14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Miami-Dade County, Florida. The parties hereby expressly waive the right to a trial by jury in any litigation between the parties which, in any way, arises out of this Agreement.

Section 15. **GOVERNING LAW**

15.01 This Agreement is made in Miami-Dade County, Florida, and the validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 16. **INSOLVENCY**

16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 17. **ENTIRE AGREEMENT**

17.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 18. **SEVERABILITY**

18.01 Should any part, term or provision of this Agreement be by a court of competent jurisdiction determined to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 19. **NOTICES**

19.01 All notices and other communications required or permitted under this Agreement shall be in writing and given by:

19.02 hand delivery

19.03 registered or certified mail, return receipt requested;

19.04 overnight courier, or

facsimile to:

CITY:

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Eric M. Soroka, City Manager  
City of Aventura  
19200 W. Country Club Drive  
Aventura, FL 33180  
Telephone No. (305) 466-8910  
Facsimile No. (954) 466-8919

with a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Blvd., Suite 1900  
Fort Lauderdale, FL 33301  
Telephone No. (954) 763-4242  
Facsimile No. (954) 764-7770

CONTRACTOR:

Tidal Basin Government Consulting, LLC  
675 N. Washington Street, Suite 400  
Alexandria, VA 22314

With copy to:

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19.05 or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered:

- 19.05.1 on the date delivered if by personal delivery or overnight courier, or
- 19.05.2 on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and
- 19.05.3 on the date of transmission with confirmed answer back if by fax.

Section 20. **WARRANTIES**

- 20.01 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 20.02 CONTRACTOR warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 20.03 All warranties made by CONTRACTOR together with service warranties and guarantees shall run to CITY and the successors and assigns of CITY.

Section 21. **NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

- 21.01 During the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

The CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Further, CONTRACTOR shall comply with the non-discrimination provisions of City Charter Section 7.09.

Section 22. **PERMITS, FEES AND NOTICES**

22.01 CONTRACTOR shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price except where expressly noted in the specifications requirement or in the Task Authorization.

Section 23. **PERFORMANCE MEASURES**

23.01 The parties acknowledge and agree that the performance measures are the indicators to measure the quality of performance and service by the CONTRACTOR to be utilized by CITY. The performance measures for this Agreement are as designated in Exhibit "D", attached hereto and incorporated herein.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

CITY OF AVENTURA

BY: \_\_\_\_\_  
ERIC M. SOROKA, CITY MANAGER

ATTEST:  
BY: \_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM.

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

WITNESSES:  
\_\_\_\_\_

CONTRACTOR  
BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA                    )  
  )  
COUNTY OF BROWARD            )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, and acknowledged they executed the foregoing Agreement as the proper official of \_\_\_\_\_, for the use and purposes mentioned in it and that the instrument is the act and deed of \_\_\_\_\_.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**EXHIBIT "A"**

**REQUEST FOR PROPOSAL 15-03-11-2**

**DISASTER DEBRIS MONITORING SERVICES**

**CITY OF AVENTURA  
REQUEST FOR PROPOSAL  
15-03-11-2**

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**DISASTER DEBRIS MONITORING SERVICES**

**SUBMITTAL DATE: Wednesday, March 11, 2015 2:00 P.M.**

**ISSUING DATE: Wednesday, February 11, 2015**

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**REQUEST FOR PROPOSAL  
RFP # 15-03-11-2  
CITY OF AVENTURA**

**DISASTER DEBRIS MONITORING SERVICES**

The City of Aventura, Florida, (the "City") is requesting proposals from qualified firms to provide the City with Disaster Debris Monitoring Services. All proposals shall be received at the address below, until 2:00 P.M. (EST), WEDNESDAY, MARCH 11, 2015 at which time they will be opened and read aloud.

**RFP # 15-03-11-2  
Office of the City Manager  
City of Aventura  
19200 West Country Club Drive  
Aventura, FL 33180**

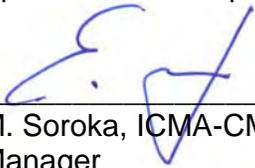
Submittals must be received no later than **2:00 P.M.** on Wednesday, March 11, 2015 and clearly marked on the outside "**RFP # 15-03-11-2 DISASTER DEBRIS MONITORING SERVICES**". Late submittals will not be accepted.

Interested parties may obtain the Request for Proposal (RFP) package from [www.demandstar.com](http://www.demandstar.com) or [www.cityofaventura.com/finance/bids.shtml](http://www.cityofaventura.com/finance/bids.shtml), on or after Wednesday, February 11, 2015. The RFP package contains detailed information about the Statement of Work, Proposal submission requirements and selection procedure resulting from this RFP.

Any or all questions should be submitted in writing by email to Indra Sarju, Purchasing Agent at [sarjui@cityofaventura.com](mailto:sarjui@cityofaventura.com).

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

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

  
Eric M. Soroka, ICMA-CM  
City Manager

## GENERAL INFORMATION

### **SCOPE OF SERVICES**

DISASTER DEBRIS MONITORING SERVICES.

### **PROPOSAL DUE DATES**

Complete proposals are due on Wednesday, March 11, 2015 at 2:00 P.M. Proposals must be received in the Office of the City Manager by the date and time indicated, with opening immediately following at the City of Aventura, 19200 West Country Club Drive, Aventura, FL 33180.

Proposals should be addressed or delivered to:

RFP # 15-03-11-2  
Office of the City Manager  
City of Aventura  
19200 West Country Club Drive  
Aventura, FL 33180

Questions Concerning this RFP should be directed by email in writing to:

Ms. Indra Sarju, Purchasing Agent  
City of Aventura  
19200 West Country Club Drive  
Aventura, FL 33180  
Phone: (305) 466-8925  
Email: [sarjui@cityofaventura.com](mailto:sarjui@cityofaventura.com)

**In order to facilitate review of the proposals, each proposer must submit an original with one (1) CD that contain a single PDF file that contains your entire response in the order as presented in the Proposer document, including any attachments plus three (3) additional copies with CDs of the RFP response on or before the submission deadline indicated herein.**

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

**WEDNESDAY, MARCH 11, 2015 AT 2:00 P.M.**

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER

SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSAL WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

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

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

### **ACRONYMS/DEFINITIONS**

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

**City/Owner:** City of Aventura or designated representative when appropriate.

**Commission:** The term Commission as used throughout this document will mean the City Commission of City of Aventura, Florida.

**Competitive Solicitation:** Means an invitation to bid, a request for proposal, or an invitation to negotiate.

**Contract:** Shall refer to the Contract that may result from this RFP.

**Contractor:** The organization(s)/individual(s) that is awarded and has an approved contract with the City for the services identified in this RFP.

**DMC:** Disaster Monitoring Contractor(s)

**DRC:** Debris Removal Contractor(s)

**Due Date & Time:** Shall refer to the due date and time listed in the Solicitation Timetable of this Solicitation.

**EOC:** Emergency Operation Center

**Evaluation Committee:** An independent committee comprised solely of City representatives established to review proposals submitted in response to the RFP, score the proposals and recommend a Proponent(s).

**FEMA:** Federal Emergency Management Agency

**FSS:** Florida State Statutes

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** Shall refer to any offerer(s) submitting an Offer in response to this RFP.

**Proponent:** Organization/individual submitting a bid/proposal in response to this RFP.

**Proposal:** Shall refer to any offer(s) submitted in response to this RFP.

**Proposer:** Shall refer to anyone submitting a Proposal in response to the RFP.

**Provider or Successful Proposer:** Shall refer to the Proposer receiving an award as a Result of this RFP.

**Request for Proposal, RFP, RFQ or Solicitation:** Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the City and amendments or change orders issued by the City.

**Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance

**Responsive Bid/Proposal:** A bid or proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

**Shall/Must:** Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Proponent fails to provide recommended information, the City may, at its sole option, ask the Proponent to provide the information or evaluate the proposal without the information. Failure after demand will result in rejection.

**Sub-Contractor & Sub-Consultant:** Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

***Work, Services, Program, Project or Engagement:*** Shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**REQUEST FOR PROPOSAL**

**SUBJECT:** DISASTER DEBRIS MONITORING SERVICES

**OPENING DATE & TIME:** WEDNESDAY, MARCH 11, 2015 @ 2:00 P.M.

**SUBMIT TO:** RFP # 15-03-11-2  
Office of the City Manager  
City of Aventura  
19200 West Country Club Drive  
Aventura, Florida 33180

**RFP NUMBER:** 15-03-11-2

**INTENT**

The City of Aventura, Florida (the "City") is inviting the submission of proposals from qualified firms to provide disaster debris monitoring services for the City. Subsequent to the City Commission's adoption of a Resolution authorizing the City Manager to negotiate an agreement with the highest ranking firm, the City will enter into an agreement with a prime contractor, and may enter into a similar agreement with backup contractors. By submitting a proposal, a proposer agrees to be the prime contractor if awarded the prime contract or if selected as a backup contractor, a proposer agrees to enter into a backup contract.

**INTRODUCTION**

The City has a diverse population of over 37,000 and desires to engage the services of a qualified firm(s) to provide disaster debris monitoring services and the associated management and accounting services that are required during an emergency. The successful contractor(s) shall be responsible for monitoring the recovery efforts of the Debris Removal Contractor(s) (DRC) in the field in accordance with Federal Emergency Management Agency (FEMA) guidelines, rules, regulations and policies, and to process the subsequent resulting Contractor(s) invoices on behalf of the City on an as-needed basis. Whether specifically outlined herein or not, any activity(s) requiring monitoring of the process and successful invoice filing for FEMA reimbursement are considered part of this scope of services.

The City is located in the Intracoastal Waterway in Northeast corner of Miami-Dade County and is approximately 3.2 square miles in size. The City of Aventura desires to speed up removal of debris after an emergency, and therefore, it is anticipated the Debris Removal Contractor(s) would perform the initial clearing and removal of debris following an event for a minimum of one week. Depending on the extent of damage and the County's ability to respond in a timely manner, the City may choose to extend the cleanup period beyond the first week.

All firms must be licensed to do business in Florida and be in good standing with Miami-Dade County and the City of Aventura and give the City of Aventura priority status. Must be in full compliance with all local codes, OSHA Safety Standards, FEMA guidelines, rules and regulations, (including but not limited to FEMA fact sheet 9580.203) as amended from time to time The State of Florida ADA Code (as amended from time to time) will apply.

## **BACKGROUND**

The City of Aventura was incorporated on November 7, 1995 in Miami-Dade County. Aventura is 3.2 square miles located on the Intracoastal Waterway in Northeast Miami-Dade County and is conveniently located between Miami and Fort Lauderdale just east of I-95. The northern boundary of the City is the Miami-Dade/Broward County line, the western is the FEC Railroad, the eastern is the Intracoastal watery and the southern boundary is NE 176<sup>th</sup> Street.

## **SCOPE OF SERVICES**

The City of Aventura requires the following services:

1. The Debris Monitoring Contractor (DMC) shall provide trained field (debris) monitors, stump/tree removal monitor, hanger monitors, leaner monitors, tower monitors, residential drop-off site monitors and supervisory and accounting staff as required by the City.
2. Review, Permits, Licenses and Certificates:  
A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Consultant will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses and certificates, if requested. In these cases, the Consultant will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:
  - A. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits
  - B. Clean Water Act (NPDES) Permits – emergency discharge permit, indirect discharge permit, wetlands disturbance permit, and storm water management permit
  - C. Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.
  - D. TDSRS and Final Disposal permits or authorizations from FDEP and the County DERM if appropriate. All final disposal sites must be pre-approved by the CITY.

3. Consultant will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.
4. The DMC shall provide one Project Manager (PM) who shall remain within the City throughout the duration of the storm and subsequent cleanup who will supervise all the field monitoring activities.

A. The Project Manager must have the following experience:

- 1) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Must demonstrate experience as a Project Manager or equivalent capacity managing hurricane debris monitoring for a government entity involving a minimum of 150,000 cubic yards of debris.
- 2) Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.

**Include on page 11, the information above for the Project Manager to include resumes for the Project Manager, Operations Manager and job descriptions for other key personnel. Job descriptions shall also be provided for any other position added by the proposer. The proposer shall also submit a management plan and organization chart.**

5. The Project Manager (PM) shall be available to attend daily meetings throughout the recovery process, until the City no longer needs the PM's input. Substitutions of the personnel in this position, is prohibited and can only occur with explicit prior approval by the City. The PM shall report to the Community Services Director or their designee 24 hours prior to a hurricane event. For other natural disasters, the PM shall report to the Community Services Director or their designee within 12 hours after notification.

A. The PM must have the following experience:

The PM who shall be responsible for the overall monitoring of debris contractors and the management of the consultant's monitoring team shall be the City's point-of-contact. At the availability of the City, the PM will be physically located in the Emergency Operations Center (EOC) or other location specified by the City. The PM shall assign an operations manager to oversee each debris recovery contractor. The PM will be supported by the full array of resources to enhance efficiency and expedite deliverables. The PM's responsibilities include:

- 1) Coordinating daily briefings, work progress, staffing, and other key items with the City.
  - 2) Scheduling work for all team members and contractors on a daily basis.
  - 3) Scheduling and managing field staff.
  - 4) Monitoring recovery contractor's progress and making/implementing recommendations to improve efficiency and speed up recovery work.
  - 5) Assisting the City with responding to public concerns and comments.
  - 6) Conducting safety inspections.
  - 7) Ensuring compliance with contracts by all subcontractors.
  - 8) Scheduling and running periodic meetings with field staff and contractors.
6. The DMC shall provide other trained personnel and supervisors as required to manage the field monitoring activities.
- A. The PM who shall be responsible for the overall monitoring of the Consultant shall be prepared to staff a project management team consisting of the following members; however, final determination of staffing will be made by the CITY depending on need:
- 1) Project Manager
  - 2) Operations Managers
  - 3) FEMA Coordinator
  - 4) Scheduler/Expeditors
  - 5) GIS Analyst
  - 6) Field Supervisors
  - 7) Debris Site/Tower Monitors
  - 8) Environmental Specialist
  - 9) Project Inspectors (Citizen Site Monitors)
  - 10) Project Inspectors (Load Ticket Data Entry Clerks/QA/QC) Billing and Invoice Analysts
  - 11) Administrative Assistants
  - 12) Field Coordinators (Crew Monitors)

The Consultant may use other required positions as necessary with the written approval of the City's Community Services Director or their Designee. All such positions and applicable hourly rates shall be listed in the cost proposal.

7. Consultant will provide a quality control team consisting at a minimum of two (2) monitors per site and one (1) monitor per recovery crew. This team will monitor the recovery contractors for contract compliance, efficiency and regulatory compliance. They will provide feedback to the City through their management team. They shall be equipped with state-of-the-art technology, which include

digital cameras, computers and other communication devices and GPS units with an accuracy of three (3) meters.

A. Response Time/Mobilization:

The consultant shall comply with the following requirements:

- 1) Reporting to EOC – The PM, and at his discretion other key personnel, shall report to the EOC at a minimum of 24 hours prior to a hurricane event, if requested by the City. For other natural or manmade disasters the consultant shall report within six (6) hours after notification.
- 2) Debris Sites – The Consultant shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum, monitoring shall consist of the following personnel:
  - a) Two (2) staff per debris site
  - b) Final determination of staffing for per debris recovery crews will be made by the CITY as the field environment may require

B. Responsibilities of the Quality Control Team:

- 1) Documenting daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.
  - 2) Inspecting means and methods to measure and record work and recommending changes that may be needed.
  - 3) Stopping work in progress that is not being performed or documented in the appropriate manner.
  - 4) Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
  - 5) Checking work in process to make sure that the proper work authorizations, permits, and other prerequisites have been received.
  - 6) Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
  - 7) Maintaining digital photo documentation of recovery work on a weekly basis. All photographs presented shall show the address, description in detail of hangers, stumps and leaners removed. The team shall photograph every stump and leaner removed as well as a random sample of hangers removal activities and GPS coordinates.
8. The Consultant will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 A.M. to a distribution list established by the City Project Manager. Each daily report submitted will contain the following minimum information:

- A. Contractor name
  - B. Contract number
  - C. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.
  - D. GIS mapping data updates and digitized reports.
  - E. All GIS layers required will be provided to the Contractor by the City's Community Services Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data must be in an ESRI format 8.3 or higher version. Personnel geo-database is acceptable based on size restraints.
  - F. Scanned documents should be at a minimum 300 dpi and in jpg, tiff or pdf file format.
9. Technical Expertise and Guidance – As directed by the City, the Consultant shall provide:
- A. A comprehensive emergency management plan to include plan development; plan review, and plan revisions.
  - B. Safety assessment to include plan development, procedure development, staff training, and staff augmentation.
  - C. Safety assessments of facilities.
  - D. A comprehensive mitigation program to include development of a mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation.
  - E. Development of debris plan to include staff training.
  - F. Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.
  - G. Technical support and assistance in developing public information.
  - H. Other reports and data as required by the City.
10. The Monitors shall have vehicles, telephones, meals, lodging arrangements, safety gear, cameras, GPS devices, and other incidentals necessary to work up to 12 hour days, and up to 7 days per week during an emergency. All direct cost associated with monitoring (including those afore mentioned) shall be included in the unit rate for the monitor or supervisor. The Monitors shall complete tickets provided by the Contractor to verify and validate:
- A. Date
  - B. Preprinted Ticket Number
  - C. Contract Number and Contractor's Name
  - D. Truck Number
  - E. Truck Capacity in Cubic Yards

- F. Load Size, either in Cubic Yards or Tons (including percent full and certified capacity)
- G. Truck Driver's Name and Company Name
- H. Debris Classification:
  - I. Burnable (if applicable)
  - J. Non-Burnable
  - K. Mixed
  - L. Vegetative
  - M. Construction and Demolition Debris
  - N. Other
  - O. Zone/Sector
- P. Dumpsite Location and Destination
- Q. Loading Time (from work site)
- R. Dumping Time (at disposal site)
- S. Loading Site Monitor's Name and Signature
- T. Dumping Site Monitor's Name and Signature
- U. Loading Location by Full Address or Nearest Landmark
- V. Loading Location by GPS coordinates, marked on the ticket and provided in electronic file. The GPS unit shall maintain a location accuracy level of three (3) to five (5) meters. The GPS collection data shall contain the following fields: Data/Time, Ticket number, Operator ID, and Latitude/Longitude (in decimal degrees). The data file shall be exportable in a computer readable Comma Delimited format (\*.CVS). The GPS exported data file names shall be uniquely names including the area, Operator Name and date. The file naming convention shall be from: XxxareaxxXxxnamexx-dare (the 1<sup>st</sup> letter of each word shall be capitalized). This GPS file name shall be record on each of the Ticket documents.
- W. Crew Number and Hangers per Tree (or hangers)
- X. Crew Number and Tree Diameter (for Leaners)
- Y. Any other information required by the City or deemed pertinent by personnel providing the information.

11. The DMC shall certify the capacity of each Contractor(s) Truck used during the emergency, to include the following:

- A. Truck Number
- B. Truck Driver's Name and Phone Number
- C. Date
- D. Certified Capacity as Measured by the DMC in the field, to include inside dimensions
- E. DMC Representative's Name and signature (personnel who is certifying the capacity)
- F. Contractor's Name
- G. Truck License Plate Number

- H. Truck Re-Certifications shall be conducted by the DMC and shall be conducted as needed and as well as when directed by the City
  - I. The DMC shall maintain all truck certification sheets as well as an electronic summary of truck certifications.
12. The DMC shall provide up to 30 trained Field Monitors, as needed for each disaster, as determined by the City. Field, Right-of-Way, Road and Debris Monitors are equivalent for the purpose of this Agreement. These Monitors shall be available and ready to work in accordance with the following schedule:
- A. Within three (3) calendar days of disaster – ten (10) monitors
  - B. Within seven (7) calendar days of disaster – twenty (20) monitors
13. The DMC shall provide up to two (2) trained Tower Monitors at one time, as needed for each disaster, as determined by the City. Each tower must be staffed by two (2) Tower Monitors to handle load tickets and verify debris amounts.
14. The DMC shall provide up to two (2) trained Residential Drop-off Site Monitors at one time, as needed for each disaster, as determined by the City. These monitors shall be available within three (3) calendar days of the disaster and will record the license tag number of each residential vehicle that brings debris to Residential Drop-off sites.
15. The DMC shall maintain all Contractor(s) tickets processed during the recovery' review all Contractor(s) invoices and make a recommendation as to how much of the invoice should be paid based on the tickets collected and the truck certification sheets in hand. No ticket shall be recommended for payment unless the truck indicated on that ticket has a corresponding truck certification form, signed by the DMC. Contractor(s) invoices shall be reviewed and a recommendation regarding payment shall be made by the DMC within fourteen (14) calendar days of the City giving the invoice to the DMC. Each recommendation shall contain:
- A. The Contractor(s)' Invoice
  - B. The DMC's cover letter recommending payment
  - C. All back-up spreadsheets verifying the recommendation of payment
  - D. All tickets associated with recommendation of payment
  - E. Truck certification forms
  - F. Any other data pertinent to the payment of the Contractor(s)' invoice by the City
16. All data created or received by the DMC shall be maintained in an electronic file and provided to the City and/or FEMA when needed.

17. The City will provide the DMC a list of public and/or private roads to include the Federal Highway Assistance Roads (FHWA) and may require the DMC to ensure that debris is collected only on roads that are eligible for reimbursement.
18. The DMC shall provide a Phase I Environmental Assessment of each of the Temporary Debris Disposal Sites within four (4) weeks of the request by the City. This effort shall be invoiced to the City at cost plus ten percent (10%) (i.e. the cost a firm or a laboratory to conduct the Phase I Environmental Assessment plus a 10% mark-up for the DMC). The cost of each Phase I Environmental Assessment shall be approved by the City prior to any work being done.
19. The DMC shall assist the City in assessing the rehabilitation of Temporary Debris Disposal sites by the Contractor(s).
20. The DMC shall mark and take a digital picture of the trees/stumps to be removed with a numerical system.
21. The DMC shall provide an estimated capacity by survey of each pile of vegetation material at each Residential Drop-off Site within four (4) weeks of the request by the City. This effort shall be invoiced to the City at cost plus 10% (i.e. the cost of a surveyor to survey and estimate the total cubic yards of all piles plus a 10% mark-up for the DMC). The cost of each survey shall be approved by the City prior to commencement of any work.
22. Any other specialty direct costs required and approved by the City shall be invoiced to the City at cost plus 10%.
23. The DMC shall attend all meetings pertaining to disaster debris recovery and shall provide meeting minutes of all meetings within three (3) business days after the meeting.
24. The DMC shall invoice the City every two (2) weeks or monthly, at the DMC's discretion.
25. When the City issues a Notice to Proceed to the DMC, the City and the DMC shall determine the positions and number of persons required to adequately provide the services.
  - A. The City shall review DMC's staffing level as necessary and direct DMC to adjust personnel accordingly. The City may perform on-site inspections to verify staffing needs.
  - B. During this period, the PM will provide daily updates on the services and estimate the time remaining for job completion.

- C. The DMC shall provide continuous service on an hourly basis at the agreed upon rates. Hours worked and type of work performed must be documented on weekly timesheets signed by the person performing the work and the PM. The City may verify work being performed.
26. For the purposes of the RFP, the City has assumed a certain number of personnel hours required (Proposal Fee Form). This assumption is for proposal purposes only and does not restrict the City's ability to request personnel as needed.
27. The DMC shall provide other disaster relief services as required by the City.
- A. Training and Assistance: Sessions for all key City personnel and assistance in all Disaster debris recovery-planning efforts as requested.
  - B. Preliminary Safety Assessment: Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying hangers, leaners, stumps and unsafe trees, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
  - C. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
  - D. Digitization of all source documentation (such as load tickets and supplies to the City with each invoice).
  - E. Pre and Post soil sampling of the site.
  - F. A full-size evaluation, including maps of locations and surveys (wetlands, threatened and endangered species).
  - G. Permitting, Licensing and Certifications.
  - H. Follow the best management practices as outlined in the Florida Stormwater Erosion and Sedimentation Control Inspector Manual.
28. The DMC shall provide GIS support as necessary and as required by the City to assist the City in delineating loading locations of debris. This information will be especially important in the reimbursement process as FEMA has typically not reimbursed for debris collected on private roads.
29. Assessment of Debris Accumulation In Drainage Canals:
- Consultant will assist the City in assessing and documenting the debris accumulation and safety issues in the City's drainage canals and provide the City with a GIS map depicting canals requiring focused maintenance, with GIS files and maps.

30. Event Closure:

Consultant will assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors, in an effort to achieve the maximum allowable reimbursement. The Consultant will assist in reviewing and processing requests for payment by the disaster debris removal contractors.

31. The DMC Final Report:

A final report will be prepared by the Consultant and will be submitted to a distribution list as established by the City Project Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites and conclusions of all related operations. At a minimum, the following information will be included in this report:

- A. Discussion of disaster response requirements and results.
- B. Recommendations for future disaster response strategies.
- C. Copies of manifests, certificates, and related documents.
- D. Log books and all other data taken during the implementation of the Disaster Response Plan.

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## **CITY OBLIGATIONS**

The City shall notify the DMC when a “watch” has been established to put on notice. The City shall notify DMC when a “warning” has been established so DMC can ready the monitors and equipment required within three (3) calendar days of disaster.

The City shall furnish all information and documents necessary for the commencement of work including valid written Notice to Proceed.

The City will provide a map of the City with a detailed grid/zone of each Contractor(s) area.

## **TERMS AND CONDITIONS OF CONTRACT**

The DMC will be required to enter into a non-exclusive contract with the City incorporating this Request for Proposals and the documents submitted by the proposer.

The DMC shall not assign, transfer, or subcontract this contract either in whole, or in part, without prior written approval of the City.

Prices quoted on the proposal will be considered firm for each type work to be performed. Prices must be within acceptable FEMA guidelines.

The successful DMC shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional one-year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year

## **DEFAULT/FAILURE TO PERFORM**

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful proposer to meet any terms of this agreement, the City will notify the Company that within three (3) days (weekends and holidays excluded) they must remedy the default. Failure on the Company’s part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the Company of its intentions and the effective date of the termination. The following shall constitute default:

1. Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
2. Failure to begin the work under this contract within the time specified.

3. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
4. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
5. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
6. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Company shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Company shall pay the City for any and all costs incurred in ensuing the term of the contract.

### **CANCELLATION**

The City of Aventura reserves the right to cancel this contract by written notice to the Company effective the date specified in the notice should any of the following apply:

1. The Company is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
2. The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.

The Company shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

### **RIGHTS TO AUDIT**

The Company may be subject to audit by federal, state and local agencies pursuant to this contract. The Company shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services hereunder for at least five (5) years from the date of contract ending date. The City shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the Company and the City.

**In order to facilitate review of the proposals, each proposer must submit an original with one (1) CDs that contain a single PDF file that contains your entire response in the order as presented in the Proposer document, including any attachments plus three (3) additional copies with CDs of the RFP response on or before the submission deadline indicated herein.**

Submittals shall be received no later than 2:00 P.M. on WEDNESDAY, MARCH 11, 2015 and clearly marked on the outside "RFP # 15-03-11-2 DISASTER DEBRIS MONITORING SERVICES PROPOSAL".

**OFFICE OF THE CITY MANAGER  
CITY OF AVENTURA  
19200 WEST COUNTRY CLUB DRIVE  
AVENTURA FL 33180**

**SUBMISSION OF PROPOSAL**

**Incurred Expenses:**

The City is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in the Request for Proposals.

**Interviews:**

The City reserves the right to conduct personal interviews or required presentations on all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

**Proposal Acknowledge:**

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

**Request for Additional Information:**

The proposer shall furnish such additional information as the City of Aventura may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City's Police or Community Development Departments.

**Acceptance/Rejection/Modification to Proposals:**

The City reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure.

**Proposals Binding:**

All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

**Proposal Withdrawal:**

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an

authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers.

**Proposal Disclosure:**

Upon opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

**CONDITIONS OF PROPOSALS**

1. Late Proposals – Proposals received by the City after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
2. Completeness – All information required by this RFP must be supplied to constitute an acceptable proposal.
3. Public Opening – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person at such time as the City provides notice of an intended decision or until thirty (30) days after opening the proposals, whichever is earlier.
4. Award Presentation – The City Manager will present to City Commission for acceptance and final award, one (1) or more of the proposals, or reject all proposals, within one hundred and twenty (120) calendar days from the date of opening of proposals.
5. Oral Presentations – Proposers may be requested to provide oral presentations to the Evaluation Committee.

**PROCEDURE FOR REVIEW**

A Committee has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

The City's Purchasing Agent will notify all proposers whose proposals are within the competitive range. The competitive range is determined by the City, and will include all proposals with a reasonable chance of being selected for award, considering experience and other pertinent factors based upon evaluation criteria.

The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The City further reserves the right to seek new proposals when it is in the best interest of the City to do so.

### **EVALUATION OF PROPOSALS**

1. A Review Committee consisting of the City Manager, Finance Director, and the Community Services Director will evaluate the written proposals. Evaluation will include the following criteria:
  - A. Skill and experience demonstrated by the proposer in performing contracts of a similar nature (Max. 20 points)
  - B. Methodology/technical project approach (Max. 15 points)
  - C. Qualifications/experience of staff/personnel (Max. 25 points)
  - D. References (Max. 15 points)
  - E. Dollar amount of the proposal in relation to the services (Max. 25 points)
2. The highest ranked proposals will be identified and those firms will be requested to make a formal presentation before the selection committee. The selected firms will then be ranked according to the content of their presentations. The City Manager will then recommend that the City Commission adopt a resolution authorizing the City Manager to negotiate an agreement with the highest-ranking firm to provide Disaster Debris Monitoring Services for the City as the Prime Contractor and may enter into a similar agreement with backup contractors.

### **ADDITIONAL INFORMATION/CLARIFICATIONS**

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the Indra K. Sarju, CPPB, via email before **Monday, March 2, 2015** at: [sarjui@cityofaventura.com](mailto:sarjui@cityofaventura.com).

## **INFORMATION REQUIRED OF PROPOSER**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is **required** that the proposals be organized in the manner specified.

**A.** Proposal Format:

**Proposal shall be in the following order:**

Title Page, Table of Contents, Letter of Introduction, All documents requiring signatures (i.e. Proposal Certification Form, Questionnaire, Drug Free Workplace, etc.), Rate sheet, Qualifications, copy of Licenses, General Information, Specific Information, References, Past Experience and Current Contracts.

**B.** Title Page:

Name of Proposer's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City's account, date, and the subject RFP # 15-03-11-2 – DISASTER DEBRIS MONITORING SERVICES

**C.** Letter of Introduction:

Limit to one or two pages. Briefly state the Proposer's positive commitment and understanding of the work to be performed.

**D.** General Information:

State if business is local, national, or international and indicate the business legal status (corporation, partnership etc.).

Give the date business was organized and/or incorporated, and place of incorporation.

Ability to provide type, quality and quantity of services requested. Including experience handling similar volume of services, financial, references and satisfactory record of performance.

A summary of the institution's financial resources (including the latest year audited financial statements).

General, workers' compensation, automobile and professional liability insurance company name, and extent of coverage

Give the location(s) of the storage facility and the number of staff personnel at the office.

State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity.

A complete list of present clients and at least three (3) letters of recommendation.

**E. Specific Information:**  
Proposer shall submit a Management Plan and Organization Chart

Provide a description of the Proposer's approach to the project, to include: Startup Procedures/Requirements; Debris Estimate Methodology; Analysis of Debris Recovery Operations; Management of the Debris Recovery Contractors; Billing/Invoices reporting Procedures to FEMA and the City; and Provide a description of how the Proposer intends to fill the monitor positions.

Provide a copy of proposer's internal training program. Provide under separate cover the Proposers training manual.

Proposers may offer alternative solutions/options to achieve successful completion of the scope of work herein.

Experience in all aspects of emergency management to include: Operations; Planning: contract Management; GIS Systems; and Accounting Systems

Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes

**CITY'S RIGHTS**

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

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

## **INSURANCE REQUIREMENTS**

Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Miami-Dade County, Florida. The vendor shall pay all deductible amounts, if any. The vendor shall specifically protect the City and by naming the "City of Aventura" as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. The official title of the certificate holder is the "City of Aventura." This official title shall be used in all insurance documentation.

The Contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor's sole expense, the following insurance policies:

1. A business automobile policy (including automobile liability, garage keepers, and garage liability) which covers any vehicles used in connection with this agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the contractor. Minimum limits for bodily/property damage liability shall be One Million Dollars (\$1,000,000) per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

2. A Comprehensive general liability policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations and independent contractors. Products and/or Completed Operations for contracts. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless *and/or* indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

3. A workers' compensation and employer's liability policy which covers all of the contractor's employees to be engaged in work on this contract as specified by and in accordance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

The contractor acknowledges that the City will not be held responsible for Workers' Compensation or medical care for any/all of the contractor's employees.

4. A crime policy or fidelity bond covering, among other things: theft, employee dishonesty, or embezzlement. The policy or bond shall have minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The City of Aventura shall be named as additional insured on policies listed as 1–4 of the contractor's above required policies of insurance except for the Workers' Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the City Manager.

The contractor agrees to indemnify, defend and hold harmless the City of Aventura from and against any and all claims, suits, judgments, executions, and/or liabilities as to bodily injuries and/or property damages which arise or grow out of this contract or contractors performance or operations hereunder. Notwithstanding any other provisions of this solicitation, it is hereby provided that to the extent that Sec. 725.08, F.S., is applicable, the selected contractor/ vendor shall indemnify and hold harmless the City and City's officers and employees solely to the fullest extent authorized by Sec. 725.08(1), F.S., which shall be deemed to be incorporated herein.

The contractor shall, in its contract with the City, be required to indemnify and hold harmless the City and its officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the City or its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind of nature arising out of, or relating to or resulting from the provision of professional services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The City shall require that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and its officers, employees, agents or instrumentalities as herein provided.

Copies of all policies or certificates of such insurance shall be delivered to the City, and said documentation shall provide for the City to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The Contractor shall also, upon request by the City, provide copies of all official receipts and endorsements as verification of contractor's timely payment of each insurance policy premium as required by this contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of the vendor is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation, and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

The City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If the vendor uses a subcontractor, then the vendor shall ensure that subcontractor names the City as an additional insured.

#### **GENERAL REQUIREMENTS**

- A. Proposers must have been in business for a period of no less than five (5) years. In the event of a joint venture, at least one (1) of the entities must have been in business for a period of no less than five (5) years.
- B. The original proposal with CDs and three (3) additional copies of the RFP response must be furnished on or before the submission deadline indicated herein.
- C. Costs of preparation of a response to this RFP are solely those of the Proposer's. The City of Aventura assumes no responsibility for any such costs incurred by the Proposer's.
- D. Proposing team members responding to this RFP must be present at the presentation to the Selection Committee. The Committee will conduct no phone interviews.
- E. The contents of the written proposal of the successful firm will become part of the contractual obligations.
- F. Proposers shall respond to each item in the Content Proposal Section.

- G. Proposals shall be typed or printed. All corrections made by the Proposer prior to the initial screening must be initialed and dated by the Proposer. No changes or corrections will be allowed after the initial screening of proposals has commenced.
- H. The City of Aventura reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, serves the best interest of The City of Aventura.
- I. Any person submitting a proposal in response to this invitation must execute Form PUR.7068. SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s) in the space provided, and enclosed said form with the proposal (See attached for blank form).
- J. The City reserves the right to issue modifications or addenda to more fully meet the needs of the City.
- K. By submitting a proposal, the Proposer certifies that he or she has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- L. The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedure.
- M. All firms submitting a proposal shall document the date and time they visited the project site.
- N. All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal.
- O. In accordance with Chapter 119 Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals or Request for Qualifications and the responses are public record. All proposals received in response to this Request for Proposal or Request for Qualifications will become the property of the City of Aventura and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the property of the City.

## **NONCONFORMANCE TO CONTRACT CONDITIONS**

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

## **ASSIGNMENT**

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

## **AWARD OF PROPOSAL**

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

## **IDENTICAL (TIE PROPOSALS)**

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

## **PREFERENCE TO LOCAL BUSINESSES**

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

## **HOLD HARMLESS**

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

## **CANCELLATION**

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

## **DISPUTES**

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

## **ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING**

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

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

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

## **DEFAULT PROVISIONS**

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

## **SECONDARY/OTHER VENDORS**

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

## **CONE OF SILENCE PROVISION**

- A. Notwithstanding any other provision of these specifications, the provisions of City Code Sec. 2-260 "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request For Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:
- a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and
  - the City Commission, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.
- B. The Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid.
- C. The Cone of Silence shall terminate at the beginning of the City Commission meeting at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be reimposed until such time as the Manager makes a subsequent written recommendation.
- D. The Cone of Silence shall not apply to:
- (1) oral communications at pre-bid conferences;
  - (2) oral presentations before selection or evaluation committees;
  - (3) public presentations made to the City Commissioners during any duly noticed public meeting;
  - (4) communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;

- (5) communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the City Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to City Code;
- (9) responses to the City's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

- E. Please contact the City Attorney for any questions concerning Cone of Silence compliance.
- F. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Commission and/or City Manager.

**CAMPAIGN FINANCE RESTRICTIONS ON VENDORS**

- A. Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City Commission candidates.
- B. City Code Sec. 2-420. Prohibited campaign contributions by vendors.
  - (a) *General, prohibition, disqualification, definitions.*
    - (1) a. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Commissioner. Commencing on the effective date of this article, all proposed City contracts, as well as

requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), invitations to submit qualifications (ISQ) or solicitations of bids issued by the City, shall incorporate notice of this section so as to notify potential vendors of the proscription embodied herein.

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

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

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

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

1. Termination of a contributor/vendor's existing contracts with the City, subject to the applicable waiver provisions of subsection (b) herein; and
  2. Disqualification of a contributor's response to solicitation requests for prospective vendor contracts with the City, subject to the applicable waiver of subsection (b) herein.
- (4) As used in this section:
- a. *Vendor.*
    1. A "vendor" is a person and/or entity who has been selected by the City as the successful bidder on a present or pending bid to provide to the City goods, equipment or services, or has been approved by the City of a present or pending award to provide to the City goods, equipment or services, prior to, upon or following execution of a contract, or purchase order.
    2. "Vendor" shall include natural persons and/or entities who hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm. The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.
    3. "Vendor" shall not include City officers or employees.
    4. For purposes of this section, "vendor" status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.
  - b. *Services.* For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive bidding or otherwise, of labor, professional and/or consulting services to the City, including, but not limited to, the provision of lobbying services to the City.
  - c. *Campaign contributions.* The term "campaign contribution" shall have the meaning which is ascribed to the term "contributions" pursuant to F.S. § 106.011, as amended.
- (b) *Waiver of prohibition.*
- (1) *Criteria for waiver.* The requirements of this section may be waived by the affirmative vote of five members of the City Commission for a particular transaction after a public hearing, upon finding that:
    - a. The goods, equipment or services to be involved in the proposed transaction are unique and the City cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or
    - b. The business entity involved in the proposed transaction is the sole source of supply as determined by the City Manager in accordance with procedures established by the City Manager; or
    - c. An emergency contract (as authorized by subsection 2-253(5) of this Code) must be made in order to protect the health, safety or welfare of the citizens of the City; or

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

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

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

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

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

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

(Ord. No. 2005-14, § 3, 10-11-05)

### **PUBLIC ENTITY CRIME/DISQUALIFICATION**

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

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

### **CONFLICTS OF INTEREST**

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

### **SKILLS AND EXPERIENCE OF THE PROJECT MANAGER AND OTHER KEY PERSONNEL OF THE FIRM**

**Using a maximum of four pages, 8 1/2" X 11"**, describe the experience of the project manager, and other key personnel as it relates to this project. Name specific projects (successfully completed within the past 5 years) where the Project Manager and other key personnel of the firm have performed previously. Specifically, provide resumes of the project manager, operations manager and brief job descriptions for other key personnel. Job descriptions for any other positions added by the proposer to the Cost Proposal shall also be provided.

Specifically identify the management plan and provide an organizational chart for the team; the organizational chart will be in addition to the four-page maximum.

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**RESPONDENT'S CERTIFICATION**

**RFP # 15-03-11-2**

**DISASTER DEBRIS MONITORING SERVICES**

I have carefully examined the Request for Proposal.

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

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

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

Addendum # \_\_\_ Dated \_\_\_\_\_  
Addendum # \_\_\_ Dated \_\_\_\_\_  
Addendum # \_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
NAME OF BUSINESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS  
\_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

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

TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**PROPOSAL SCHEDULE FOR DISASTER DEBRIS MONITORING SERVICES**

**Request for Proposal #15-03-11-2**

**Hourly fees shall include all costs (unless otherwise specified) associated with performance of the contract, including applicable overhead and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices, and other materials**

<b>POSITIONS</b>	<b>HOURLY RATES*</b>	<b>HOURS**</b>	<b>TOTAL</b>
Project Manager	\$	112	\$
Office Supervisor	\$	84	\$
Operations Managers	\$	112	\$
FEMA Coordinator	\$	150	\$
Scheduler/Expeditors	\$	84	\$
Truck Certifier	\$	40	\$
Field Supervisors	\$	336	\$
Tower Monitors	\$	840	\$
Environmental Specialists	\$	40	\$
Project Inspectors (Citizen Site Monitors)	\$	112	\$
GIS Specialist	\$	40	\$
Residential Drop-Off Site Monitors	\$	168	\$
Billing/Invoice Analyst (load ticket data entry Clerks/QA/QC)	\$	40	\$
Administrative Assistants	\$	40	\$
Field Monitors	\$	1,000	\$

**TOTAL** \$

\* Any overtime will be billed at the hourly rate multiplied by 1.5 overtime is not to be included in any rate(s) listed on this form

\*\*Hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work week. The actual contract value will be negotiated with successful proposer(s) prior to issuance of the Notice to Proceed for each event.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

(Month)

(Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_  
Social Security Number (OR) Taxpayer Identification Number (TIN):  
\_\_\_\_\_

CORPORATION

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Taxpayer Identification Number (TIN/EIN): \_\_\_\_\_

State Under Which Corporation Was Chartered: \_\_\_\_\_

Corporate President: \_\_\_\_\_  
(Print Name)

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

**CORPORATE SEAL**

Attest By: \_\_\_\_\_  
Secretary

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

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

1. This sworn statement is submitted to the **CITY OF AVENTURA, FLORIDA**

By: \_\_\_\_\_  
*(print individual's name and title)*

For: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

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

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

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

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

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

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

\_\_\_\_\_  
**Signature**

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

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

OR \_\_\_\_\_ Name of Notary  
Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_



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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

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

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

OR \_\_\_\_\_

Produced identification \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
*Type of identification*

My Commission expires:

\_\_\_\_\_  
*Printed, typed or stamped commissioned*

**CITY OF AVENTURA**  
**“NO BID or PROPOSAL” RESPONSE**

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

CITY OF AVENTURA

We have declined to propose on **RFP # 15-03-11-2**, for the following reasons:

- \_\_\_\_\_ We do not offer this service/product
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet bond/insurance requirements
- \_\_\_\_\_ Specifications unclear (please explain below)
- \_\_\_\_\_ Other (please specify below)

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_ Business Phone                      Fax Number

## REFERENCES

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

Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

\*Telephone No.: \_\_\_\_\_ \*Fax No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

-----

Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

\*Telephone No.: \_\_\_\_\_ \*Fax No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

**REFERENCES continued**

Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

\*Telephone No.: \_\_\_\_\_ \*Fax No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

\*\*\*\*\*

Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

\*Telephone No.: \_\_\_\_\_ \*Fax No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

\*\*\*\*\*

Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

\*Telephone No.: \_\_\_\_\_ \*Fax No.: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

**CITY OF AVENTURA  
REQUESTED FOR PROPOSAL  
DISASTER DEBRIS MONITORING SERVICES**

**RFP # 15-03-11-2**

**DRUG-FREE WORKPLACE AFFIDAVIT**

**FLORIDA STATE STATUTE 287.087**

In order to have a drug-free workplace program, a business shall:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

**DRUG-FREE WORKPLACE AFFIDAVIT (continued)**

3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

**FLORIDA STATE STATUTE 287.087**

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Vendor's Signature



**EXHIBIT "A-1"**

**CONTRACTOR'S SCOPE OF SERVICES**

**DISASTER DEBRIS MONITORING SERVICES**

## EXHIBIT A - 1

### Contractor Scope of Services

A successful response and recovery effort begins with preparation. By preparing and following a comprehensive Debris Management Plan, the City of Aventura will be optimally positioned to safely and quickly execute debris removal operations. As requested in the RFP, the Team will develop and implement a debris management plan that identifies pre-selected temporary debris sites and pre-negotiates contractors for debris removal services.

The Team will meet with department and facility personnel to explain and purpose and scope of the Debris Management Plan, highlighting FEMA requirements and expectations for plan development under the Public Assistance Alternative Procedures Pilot Program Debris Management Plan requirements and FEMA 325 Debris Management Guide. We will coordinate with the City, State Public Assistance representatives, and the City's prequalified debris removal contractor to quickly develop and submit the plan to the State and FEMA for approval and acknowledgement under the Alternative Procedures Pilot Program to position the City for an additional 2% in Federal share of eligible costs.



In order to effectively serve the City of Aventura, our debris management services must also dovetail into the City's overall Post-Storm Operations Plan and have the flexibility to adjust based on the event specifics. Upon contract award or Notice to Proceed, the Tidal Basin Team will complete the following to ensure operational readiness throughout the contract period and ensure the ability to field a full team of qualified and trained debris management personnel within 24 hours:

- Prepare staging facilities
- Develop a project plan
- Develop a communication plan
- Develop and complete necessary FEMA Public Assistance, health and safety, and City of Aventura employee training

Start-up Procedures/Requirements

Upon contract award, our team is prepared to mobilize to the City. We have logistical resources available to serve the City of Aventura within a 24 hour Notice to Proceed. Our locations will be fully stocked with necessary emergency equipment, supplies, and backup generators, enabling us to operate during a hurricane event. We will designate a primary location with City limit as an assembly point for our inspection teams, affording us quick access to transportation and supplies.

As mentioned previously, we will use ADRS. ADRS system uses state-of-the-art cloud based technology to provide best in class solution for automated ticketing and billing system for debris management. This system is tailored to provide services to all scopes of work referenced in the RFP.

Our local offices are fully stocked with necessary emergency equipment, supplies, and backup generators to operate during a hurricane event. The Tidal Basin team can use this location as an assembly point for our inspection teams, affording us quick access to transportation vehicles.

At a minimum, our staging office will be equipped with the following supplies and gear:

- ✓ 20 Clipboards
- ✓ 30 Hard Hats
- ✓ 30 Pairs Eye/Hearing Protection
- ✓ 30 Dust/Smoke Masks
- ✓ 30 Reflector Vests
- ✓ 30 Pairs Heavy Duty Gloves
- ✓ 30 Flashlights/Extra Batteries
- ✓ 30 (1) Quart Canteens
- ✓ 30 Bottles Sun Screen
- ✓ 20 Waterproof Backpacks
- ✓ 30 Pairs Rain Gear
- ✓ 30 Bottles Insect Repellent

In addition, the following basic team supplies will be maintained at other locations: (25) sets of standard operating procedures (SOP), forms and checklists per FEMA 325, (10) cellular phones, (20) digital cameras with extra batteries, and (20) laptop computers or tablets with GPS capability and car chargers.

**DEVELOPMENT OF A PROJECT PLAN:** Project leads will coordinate to develop a Project Plan that defines our concept of operations, assigns roles and responsibilities, and identifies the tools, training, and other support necessary to successfully execute the project. The proposed Plan's approach is addressed in detail later in this proposal.

**DEVELOPMENT OF A COMMUNICATIONS PLAN:** The Communications Plan will address communications between corporate teaming partners, internal communications between corporate management and assigned damage assessment coordinators, lead inspectors, and field inspectors and will address communications between project management/leadership and City of Aventura personnel.

Communication is the key to success in any engagement but is paramount in an emergency situation. Our established Communications Plan includes primary and alternate points of contact for all communications with City personnel. We will immediately work with the City to review and refine our Communications Plan to insure that it is appropriate, workable, and meets the City's expectations and needs.

**DEVELOPMENT AND ADMINISTRATION OF REQUIRED TRAINING:** In order to initiate training, project leadership will communicate with all corporate teaming partners to confirm commitment and mission understanding among assigned staff. If staff modifications are necessary, the Tidal Basin Project Manager will inform City staff and will make necessary modifications upon approval.

Concurrently, Subject Matter Experts within the team will work with the Project Manager to develop appropriate training curricula addressing FEMA debris removal guidance, including FEMA publication 325, Debris Management Guide, FEMA publication 327, Debris Removal Guide, and any policy modifications or updates which may impact operations. Orientation on the Project Plan and Communications Plan will also be developed. Our leadership and the Project Manager will work with corporate Human Resources organizations as necessary to ensure that all staff are properly trained before finalizing assignments to the teams. Our senior staff are well versed in state and federal regulations, as well as various governing policies and procedures. In addition, our professional staff have the ability to adequately train personnel in documentation and safety procedures, are able to provide supervision of all field staff, and are able to properly respond to questions posed by staff, City personnel, and FEMA and State representatives.

Upon completion of debris management and project training programs, the Team's leadership and the Project Manager will coordinate with City staff to schedule and complete all required training under any pre-existing policies and procedures.

Our team fully understands the multiple challenges that are involved with managing this process before, during, and after a disaster. Our proven approach will be conducted in five phases as shown in the following graphic.



Phase 1, **Pre-Season Preparation**, is extremely important to the success of the City’s overall debris management plan. Our Team will assist the City of Aventura in developing a “FEMA approved” debris management plan which identifies Florida Department of Environmental Quality permitted debris management sites and will assist the City in pre-qualifying debris removal and monitoring contractors, as well as assist to develop a Request for Proposal Template for these contracted services. We consider these initial steps as Best Practices to assist in assuring that the City receives maximized funding through FEMA reimbursement and that the funding is not jeopardized during audit.

Phases 2 and 3, **Named Storm Stand-by** and **Imminent Storm Pre-Activation**, involve forecasting the types and quantities of debris generated by potential disaster events. During these phases, our Team of experienced professionals will assist City personnel in defining the anticipated scopes of the City’s debris management operations, allowing them time to plan for response and recovery resources, decide on the number and size of debris management sites needed, and select final disposition sites for categories of debris.

Phase 4, **Preliminary Survey**, deals with assisting the City in identifying two important categories of debris immediately after an event: (1) that which poses an imminent threat to public health and safety and (2) long term debris removal associated with disaster recovery. Our team is made up of qualified individuals well versed in the intricacies of helping jurisdictions prepare and accurately document preliminary surveys after major disasters.

In discussing, Phase 5, **Debris Removal Operations**, it is important to note that FEMA defines eligible debris work as having to be in the interest of the public and necessary to meet the following criteria:

- Eliminates immediate threats to life, public health, and safety
- Eliminates immediate threats of significant damage to improved public or private property
- Ensures economic recovery of the affected community to the benefit of the community-at-large or
- Mitigates the risk to life and property by removing substantially damaged structures and associated appurtenances as needed to convert property acquired through a FEMA hazard mitigation program to uses compatible with open space, recreation, or wetlands management practices

With our team's vast FEMA Public Assistance and recovery management experience, we are experts in the areas of procurement and contracting in compliance with FEMA requirements. Our team of professionals are equipped to assist the City of Aventura to seamlessly navigate through the debris management and monitoring process. Our approach to debris management will utilize these five phases to efficiently operate before, during, and after a disaster to provide the City with the most efficient and accurate expertise.

The activities defined in the sections that follow may be modified and customized based on City personnel's input and pending project conditions once an actual Project Plan is developed.

## INITIATION OF DEBRIS MANAGEMENT OPERATIONS WITHIN 24 HOURS OF NOTICE

The response phase for the team begins as soon as a potential threat is identified. The designated Project Manager will immediately contact the City's representatives and put staff on deployment stand-by. The Team can mobilize and be on-site within 8 hours to begin assisting with the damage assessment and recovery effort. The project manager will meet with City representatives and hold an initial project meeting to discuss the overall timeline of events.

The initial project meeting is designed to determine the best course of action to safely and efficiently manage the response phase and transition to the recovery phase.

After the Notice to Proceed, we will begin locally sourcing field monitors using our network of individuals from past projects and the list of persons previously vetted and qualified. These individuals will receive intensive training in all aspects of FEMA debris eligibility as well as standard safety protocol, and using the ADRS system. This thorough training will ensure they are able to verify the eligibility of all debris collected, effectively report accurate types and quantities of debris and ensure safe operations within 24 hours of Notice to Proceed.

We firmly believe that local hires provide the most cost-effective measure to complete the contract requirements while positively impacting the local economy after an event.

## Documentation

Thorough documentation is required at every phase of the debris removal process. This documentation is used by the City to apply for reimbursement from FEMA. Without proper documentation, even eligible debris removal reimbursement can be at risk for reimbursement. This makes debris monitoring an essential element of any response operation. Our monitoring

team, project management, and data entry staff will work with City personnel and the debris removal contractor to ensure that

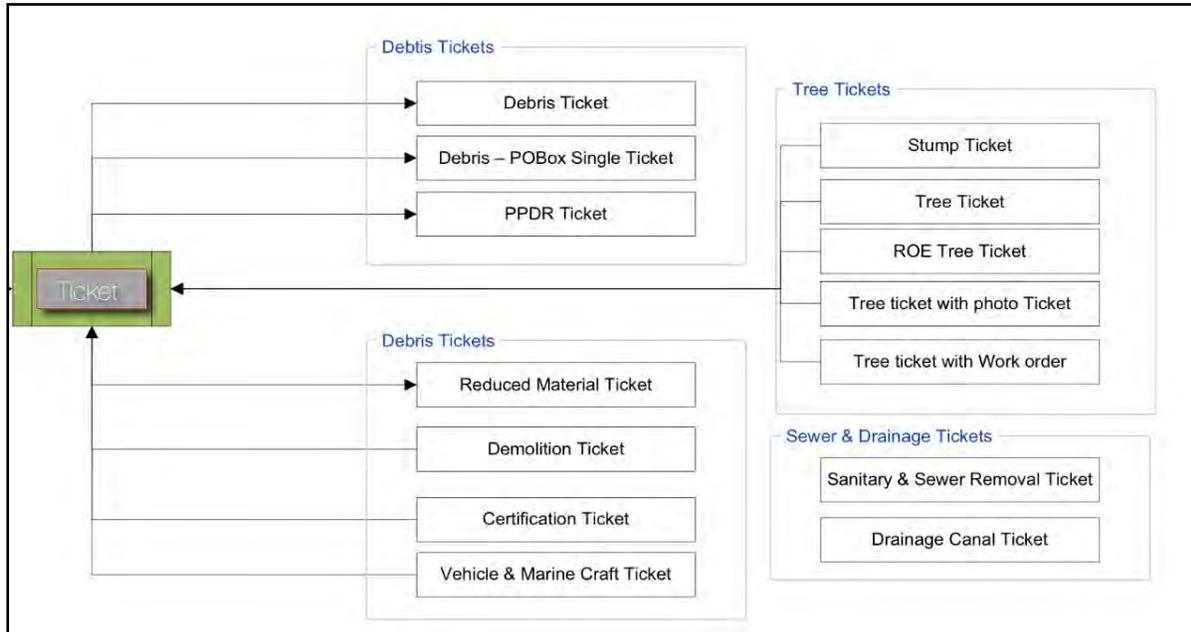
- Safety measures are followed by all parties involved
- Team members and debris monitors are knowledgeable of eligible and ineligible debris classifications
- Data is accurately reported by debris monitors, who will be held personally responsible for the accuracy of information
- All loads hauled for FEMA-reimbursement purposes are properly documented through the use of load tickets, which are essential for FEMA reimbursement

Service Category	Service Item	Description	Class Type	Classification	Price(\$)
Debris	C&D	2. Eligible Construction debris removal from public property, public rights of way and cleaning and removal of debris from private property.	Mileage Class	On-Site	14.00
Debris	Vegetative	1. Eligible Vegetative debris removal from public property, public rights of way and cleaning and removal of debris from private property.	Mileage Class	On-Site	12.00
Trees	Hangers	10a. Removal of hazardous hanging limbs 2" to 12".	Hangers	12 to 23.99 inches diameter	50.00
Stump	Excavated	2. Eligible Construction debris removal from public property, public rights of way and cleaning and removal of debris from private property.	Mileage Class	6 to 11.99 inches diameter	122.00
Stump	Backfill	1. Eligible Vegetative debris removal from public property, public rights of way and cleaning and removal of debris from private property.	Stump	24 to 35.99 inches diameter	22.00
		1. Eligible Vegetative debris removal from public property, public		24 to 35.99 inches	

- All truck and equipment certifications and associated paperwork is completed and accurate.
- Any illegal practices or other unlawful activities are reported immediately through the proper channels
- Debris removal crews are tracked and cleared roads are reported to the field supervisors

**LOAD TICKETS:** The process of loading storm-related debris into certified vehicles must be physically witnessed by a debris monitor and documented through the use of a load ticket. Load tickets are usually multi-part carbon tickets that contain detailed information about the load.

ADRS has a load ticket database that interacts with a GIS system to verify accuracy of GPS locations and verifies ticket data to true locations to avoid errors in street and address information in coordination with Google Maps. Their current system easily exports and imports information between parties with instant access, since the system is cloud-based. Their ticket



tracking system and invoice review system are integrated so that the invoices always match load tickets.

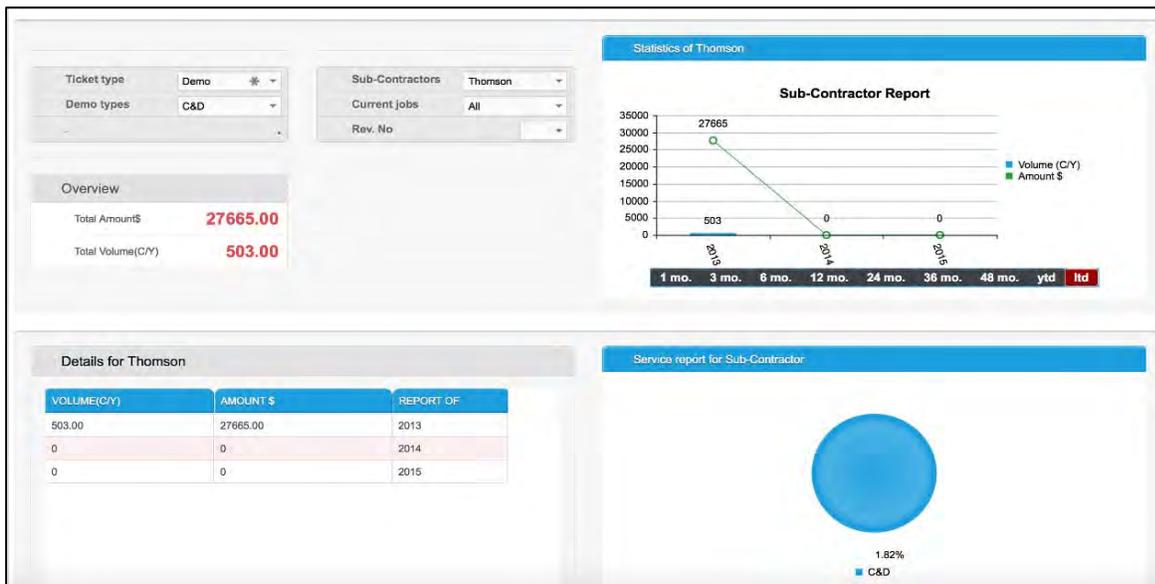
**PHOTO DOCUMENTATION:** All field activities will be thoroughly photographed. All monitors will be provided with field cameras in order to carry out this task and will catalogue all pictures (daily) in order to maintain accurate records of where each load was taken. These photographs are crucial to the City for reimbursement purposes. Field monitors will also provide photographs of any special circumstances, such as hazardous stumps, dangerously leaning trees and hanging limbs.

**ON-SITE DATA ENTRY:** In order to satisfy contract and FEMA grant requirements, Field Supervisors will be equipped with company-issued IP 68 ruggedized tablets loaded with required software, along with internet capabilities and printers/scanners to perform data entry and data management activities.

**REPORTING:** Throughout the engagement, and especially during an emergency event, the Team will provide City personnel with regular reports in the form of daily briefings notes, meetings minutes, and written reports. The City will always be current on the status of the debris removal contractor invoice review process and the amount of debris moving in and out of the temporary debris storage and reduction (TDSR) sites, as well as current on the issuance of final reports related to project completion.

Data Analysis and Reports Generation - Transaction data is summarized, validated, presented and audited to provide an overall status of mission performance. The system facilitates billing, error reporting, performance tracking and graphical data preparation. At a minimum, the system Analysis/Reports tools provide the capability to:

- Accept transaction data sets from multiple debris location systems
- Recognize multiple mission/applicant configurations
- Grant access to authorized authenticated users or processes



Contain a master record of:

- R  
O

les and responsibilities

- Ticket/tower personnel credentials and other data
- Certification credentials and other data
- Mission data
- Applicant data

**EQUIPMENT CERTIFICATIONS:** Before a truck can be sent into the field to begin collecting debris, debris monitors must certify the truck and give it a unique number. It is extremely important that the truck number is not duplicated on any other trucks. Retaining distinctive numbers for each truck is the only way that a load can be tracked to the individual truck certifications. Team members will be trained in the process of certifying equipment, including equipment certification checklists and forms, truck identification (numbering), truck placard assignments, and driver's documentation.

**Dump Truck**
Execute Clear Done

---

Measurements

Truck Measurements

Length (L) = 12.00

Width (W) ft = 10.00

Height (H) ft = 9.00

Hoist Measurement

Length1 (L1) ft = 3.10

WidthH (WH) ft = 5.50

HeightH (Hh) ft = 6.30

Radius

Length2 (L2) ft = 4.50

Radius ft = 5.50

Height (H) = 6.30

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Calculations

Bed Volume (Basic)  $(L \times W \times H) / 27 =$  40 cyd

Hoist Volume  $((L1+L2/2) \times WH \times HH) / 27 =$  4.88 cyd

Radius Volume  $(3.14 \times R2 \times H) / 27 =$  31.66 cyd

Total = 3.46 cyd

3.46

Cubic Yards

---

Truck Measurements

Calculator

## FIELD COLLECTION MONITORING

**ELIGIBLE AND INELIGIBLE DEBRIS:** The cost of a debris removal operations will only be reimbursed by FEMA if the operation is conducted in compliance with the client’s contract and meets FEMA’s eligibility criteria. The Team will ensure that all operations are compliant and that compliance is properly documented.

Eligible debris is generally debris that was generated by a presidentially declared disaster; located within a designated disaster area; is the legal responsibility of the applicant; and presents an immediate threat to life, improved property, or public safety. (Eligibility is further outlined in the Code of Federal Regulations as well as the FEMA Public Assistance Guide 322 and Debris Management Guide 325).

An applicant can authorize debris removal to the extent it chooses; however, if ineligible debris is removed, those operations will not be reimbursed for the eligible debris. Moreover, if ineligible debris is removed, and it cannot be distinguished from eligible debris, funding for the entire removal may be jeopardized.

**DEBRIS ESTIMATING METHODOLOGY:** ADRS can develop numerous debris estimates ranging from small 100,000 cubic yard estimates to catastrophic multimillion cubic yard disasters covering vegetative, construction and demolition, oil-contaminated, silt, and structure demolition debris. The Team starts their estimates by using the estimating guidance provided by FEMA in Publication 325, Public Assistance Debris Management Guide. The Team then performs site visits to identify any necessary deviations from the guidance and to adjust for a more accurate estimate.

**EQUIPMENT:** Once trained, monitors will be equipped, as necessary with vehicles, cameras, computers, communication devices, and any other equipment necessary to perform their monitoring tasks.

**TEMPORARY DEBRIS STORAGE & REDUCTION SITES:** Once collected from a public right-of-way or other eligible location, debris is typically taken to temporary debris & storage reduction (TDSR) site, selected by the applicant, for reduction and eventual transport to a final disposal site. These sites are usually pre-selected by the applicant and located in close proximity to potential high-impact areas (in order to minimize the long-distance hauling of un-compacted debris and considerably reduce the cost to the applicant).

**SITE PERMITS:** We will work with the City to acquire the necessary permits for any TDSR site. This can occur both before and after an event. The selection and placement of such sites can drastically affect overall project efficiency; therefore, we recommend that the city researches potential locations in advance so that our Team can assist with site selection, evaluate the effectiveness of pre-selected sites, and advise on how to obtain the appropriate legal authorizations. Furthermore, our Team will assist in collecting the required baseline data for each site in order to expedite timely closure following any debris operations. We will also provide environmental scientists to conduct soil sampling.

**SITE PLANS:** The Team's expert debris staff will develop site plans for each permitted site. Such plans include:

- Placement of monitoring towers
- Ingress and egress routes
- Buffer zones
- Holding areas for hazardous waste and ash
- Areas for debris reduction
- Security plans

Additionally, we will work on behalf of the City to preposition contracts for appropriate site work based on the approved site plan (could include site management or debris reduction services). All plans will be created in conjunction with City personnel and will be subject to City management's approval.

**QUALITY ASSURANCE TOWER MONITOR:** Each site will also have a quality control tower monitor to ensure compliance and provide additional oversight. These individuals will be situated in towers to perform quality control checks on all loads passing in and out of a designated site. Documentation of all load estimates will be recorded.

**SITE SECURITY:** Once identified, (ideally during the planning phase), we will either verify existing security measures or establish access control and security at each TDSR site. If necessary, this will include providing security staff.

**PROHIBITED PRACTICES:** Certain debris companies have, in the past, engaged in activities that could affect debris eligibility or that are illegal. This behavior not only jeopardizes FEMA reimbursement funding and other grant funds, it can be cause for legal action. Examples of such behavior include: loading debris from locations beyond the contract area; writing unauthorized load tickets; failing to fully empty vehicle at the disposal location; stacking debris to convey the false appearance of a full load; or removing debris from private property without authorization. Our monitors are well-trained to ensure that such practices are not tolerated.

**EXHIBIT "B"**

**TASK AUTHORIZATION FORM**

**DISASTER DEBRIS MONITORING SERVICES**

TASK AUTHORIZATION NO. \_\_\_\_\_

This Task Authorization is issued between the City of Aventura and Tidal Basin Government Consulting, LLC as required pursuant to the Agreement for Disaster Debris Monitoring Services approved by the Aventura City Commission on \_\_\_\_\_, 2015

This Task Authorization provides for services in accordance with Exhibits "A" and "A-1" of the Agreement and further detailed in the Scope of Work below.

Payment(s) for such service shall be in accordance with Exhibit "C" of the Agreement. Total costs for this Task Authorization shall not exceed \$\_\_\_\_\_.

**SCOPE OF WORK:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Time is of the essence and work for this Task Authorization must be completed prior to \_\_\_\_\_.

City of Aventura  
Contract Administrator

Tidal Basin Government  
Consulting, LLC

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT "C"

### PRICE PROPOSAL

#### DISASTER DEBRIS MONITORING SERVICES

Listed below is Tidal Basin Price Proposal for the City of Aventura's, Debris Monitoring Service Proposal

<u>Position</u>	<u>Hourly Rates</u>
Project Manager	\$ 100.00
Officer Supervisor	\$ 75.00
Operations Manager	\$ 90.00
FEMA Coordinator	\$ 160.00
Scheduler/Expeditors	\$ 45.00
Truck Certifier	\$ 50.00
Field Supervisor	\$ 50.00
Tower Monitors	\$ 45.00
Environmental Specialists	\$ 100.00
Project Inspectors	\$ 50.00
GIS Specialists	\$ 62.50
Residential Drop-off Site Monitors	\$ 35.00
Billing/Invoice Analyst	\$ 50.00
Administrative Assistant	\$ 35.00
Field Monitors	\$ 40.00

The Hourly Rates above will hold firm for the initial three (3) year term of the Agreement and may be renegotiated in years four (4) and five (5) if the Agreement is renewed. The hourly rates for these subsequent contract years will be limited to the change in the Consumer Price Index for "All Urban Consumers for Miami/Fort Lauderdale, Florida" as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) months ending July of each year to be effective for the next engagement.

## **EXHIBIT "D"**

### **PERFORMANCE MEASURES**

#### **DISASTER DEBRIS MONITORING SERVICES**

1. Mobilize four (4) truck certification specialists, four (4) monitors, and two (2) TDSR monitors within 24 hours of the ALL CLEAR being issued by the Police Department.
2. Provide debris estimates and an appropriate monitoring staffing plan to the Community Services Director for approval within 24 hours of the ALL CLEAR being issued by the Police Department.
3. Provide dedicated staffing to include administrative and data entry capability for the City, decentralized from any other operational responsibilities.
4. Provide a fully dedicated truck certification team as needed during the recovery period.
5. Establish a command center within three (3) days of the ALL CLEAR being issued by the Police Department.
6. Provide an inventory of equipment and crews being deployed each day.
7. Provide a preliminary production report by 6:30 A.M. of the following workday when Haul Pass system is in use. Manual reports shall be submitted by noon of the following day.
8. Develop a standard data and file format reports in conjunction with the Information Technology and Finance Departments.
9. Submit a weekly summary report by noon Monday for the previous week to include daily and weekly production information by Contractor. Report shall include type of debris, number of loads, number of crews and trucks, projected debris collected and remaining, completion schedules, cost information on debris collected, projected cost to complete, call center and complaint data and other problems or strategic issues.
10. Make recommendations for payment of hauler invoices within one (1) week of receipt.
11. Present invoices for Tidal Basin Government Consulting, LLC's services by the 15<sup>th</sup> day of each month.

**CITY OF AVENTURA**

**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

TO: City Commission

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

DATE: April 29, 2015

SUBJECT: **Resolution Supporting CS/SB 286 "Classified Advertisement Websites" Safe Haven for Transactions Legislation**



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**May 5, 2015 City Commission Meeting Agenda Item 6H**

As discussed and directed at the April Workshop Meeting, attached please find the subject Resolution for your approval.

EMS/act

**RESOLUTION NO. 2015-\_\_\_**

**A RESOLUTION OF THE CITY OF AVENTURA, FLORIDA,  
SUPPORTING CS/SB 286 "CLASSIFIED ADVERTISEMENT  
WEBSITES" SAFE HAVEN FOR TRANSACTIONS LEGISLATION;  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Miami-Dade County Commissioner Sally Heyman strongly advocated for the adoption of legislation, known as "Craigslist Safe Haven," for classified advertisement website transactions to be safer to carry out; and

**WHEREAS**, the legislation was heard in certain committees of the Florida Senate and the Florida House of Representatives, in an effort to create a law to provide immunity from liability for government entities that voluntarily provide safe-haven locations, such as police departments, portions of government buildings, and courthouses for the conduct of lawful transactions arising from classified advertisements websites; and

**WHEREAS**, Senator Miguel Diaz de la Portilla and Representative Barbara Watson are both Miami-Dade County Legislators who sponsored the attempted legislation; and

**WHEREAS**, CS/SB 286 "Classified Advertisement Websites" (and HB 323) encourages local governments to voluntarily designate safe-haven facilities, which will provide a safe place to conduct sales transactions for items advertised on classified advertisement websites, such as Craigslist; and

**WHEREAS**, unfortunately, the proposed legislation was not adopted in the just completed legislative session.

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

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

**Section 2. Support.** The City Commission hereby expresses its continued support for future efforts of the Legislature to adopt the type of measures that were offered in CS/SB 286 "Classified Advertisement Websites" and in the companion House Bill 323, as described above.

**Section 3. Direction to the City Clerk.** The City Clerk is hereby directed to transmit a copy of this Resolution to Miami-Dade County Commissioner Sally Heyman, Senator Miguel Diaz de la Portilla, Representative Barbara Watson, the Florida League of Cities, and the Miami-Dade County League of Cities.

**Section 4. Effective Date.** 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 5<sup>th</sup> day of May, 2015.**

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

ORDINANCE NO. 2015-\_\_\_

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2015/2016 (JULY 1 – JUNE 30), PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR ENCUMBRANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:

**Section 1.** The 2015/2016 Operating and Capital Improvement Program Budget for the Aventura City of Excellence School, a copy of said budget being attached hereto and made a part hereof as specifically as if set forth at length herein, be and the same is hereby established and adopted.

**Section 2.** Expenditure of Funds Appropriated in the Budget Authorized. Funds appropriated in the Budget may be expended by and with the approval of the City Manager in accordance with the provisions of the City Charter and applicable law. Funds of the City shall be expended in accordance with the appropriations provided in the Budget adopted by this Ordinance and shall constitute an appropriation of the amounts specified therein. Supplemental appropriations or the reduction of appropriations, if any, shall be made in accordance with Section 4.07 of the City Charter.

**Section 3.** Budgetary Control. The Budget establishes a limitation on expenditures by department total. Said limitation requires that the total sum allocated to the Charter School department for operating and capital expenses may not be increased or decreased without specific authorization by a duly-enacted Resolution affecting such amendment or transfer. Therefore, the City Manager may authorize transfers from one individual line item account to another, so long as the line item accounts are within the same department and fund.

**Section 4. Personnel Authorization.** The "Personnel Allocation Summary" enumerates all authorized budgeted positions. However, the City Manager may amend said authorized budgeted positions in order to address the operating needs of the department so long as sufficient budgeted funds are available.

**Section 5. Grants and Gifts.** When the City of Aventura receives monies from any source, be it private or governmental, by Grant, Gift, or otherwise, to which there is attached as a condition of acceptance any limitation regarding the use or expenditures of the monies received, the funds so received need not be shown in the Operating Budget nor shall said budget be subject to amendment of expenditures as a result of the receipt of said monies, but said monies shall only be disbursed and applied toward the purposes for which the said funds were received. To ensure the integrity of the Operating Budget, and the integrity of the monies received by the City under Grants or Gifts, all monies received as contemplated above must, upon receipt, be segregated and accounted for based upon generally accepted accounting principles and where appropriate, placed into separate and individual trust and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon the Gift or Grant as aforesaid.

**Section 6. Amendments.** Upon the passage and adoption of the Charter School Fund Budget for the City of Aventura, if the City Manager determines that the Department Total will exceed its original appropriation, the City Manager is hereby authorized and directed to prepare such Ordinances as may be necessary and proper to modify any line item from the Budget hereby.

**Section 7. Encumbrances.** All outstanding encumbrances at June 30, 2015 shall lapse at that time; and all capital outlay encumbrances and/or capital outlay expenditures not spent during the fiscal year may be re-appropriated in the 2015/2016 fiscal year.

**Section 8. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall

remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 9.** Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Vice Mayor Holzberg, who moved its adoption on first reading. This motion was seconded by Commissioner Shelley, and upon being put to a vote, the vote was as follows:

Commissioner Enbar Cohen	<u>Yes</u>
Commissioner Denise Landman	<u>Yes</u>
Commissioner Marc Narotsky	<u>Yes</u>
Commissioner Robert Shelley	<u>Yes</u>
Commissioner Howard Weinberg	<u>Yes</u>
Vice Mayor Teri Holzberg	<u>Yes</u>
Mayor Enid Weisman	<u>Yes</u>

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 16<sup>th</sup> day of April, 2015.

**PASSED AND ADOPTED** on second reading this 5<sup>th</sup> day of May, 2015.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY:

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



*City of*  
**AVENTURA**  
Charter School Budget  
**FISCAL YEAR 2015/2016**





## **AVENTURA CITY OF EXCELLENCE SCHOOL**

**3333 NE 188<sup>TH</sup> Street**

**Aventura, Florida 33180**

**Telephone: 305-466-1499**

**Fax: 305-466-1339**

**Website: [www.aventuracharter.org](http://www.aventuracharter.org)**

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### **Board of Directors**

**Mayor Enid Weisman**

**Commissioner Enbar Cohen**

**Commissioner Teri Holzberg**

**Commissioner Denise Landman**

**Commissioner Marc Narotsky**

**Commissioner Robert Shelley**

**Commissioner Howard Weinberg**

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### **City Manager**

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

### **Principal**

**Julie Alm**

### **Assistant Principals**

**Leslie Lee**

**Jorge Paz**

**Administrative and Educational Services Provided by:**

**Charter Schools USA**

**CITY OF AVENTURA  
CHARTER SCHOOL FUND  
FISCAL YEAR 2015/16**

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Office of the City Manager

April 2015

The Honorable Mayor and City Commission  
Aventura City of Excellence School Board of Directors  
City of Aventura  
Aventura, Florida 33180

RE: 2015/16 Charter School Fund Budget Message

Members of the City Commission:

In accordance with Article IV, Section 4.05 of the Charter of the City of Aventura, I hereby submit the proposed Budget for the Charter School Fund for the fiscal year beginning July 2015, for your review and consideration. This budget document represents the 13th year of operation of the Aventura City of Excellence School. Our goal in the development and preparation of a realistic balanced budget was to provide the funding levels to maintain the quality education services for our students.

### **Budget Format**

The format of the budget is in accordance with guidelines adopted by the State and School Board of Miami-Dade County, Florida and utilizes the school system's account codes as well. The proposed budget was prepared with input from the school's administrative staff and Charter Schools USA (CSUSA).

### **Significant Factors Affecting Budget Preparation**

The 2015/16 school year represents the 13th year of operations of the school. Our past has shown that we can continue to operate a high performing school that provides a quality education for our students, within the school-based revenues. We have also been fortunate to have involved parents that participate in fund-raising activities for school improvements.

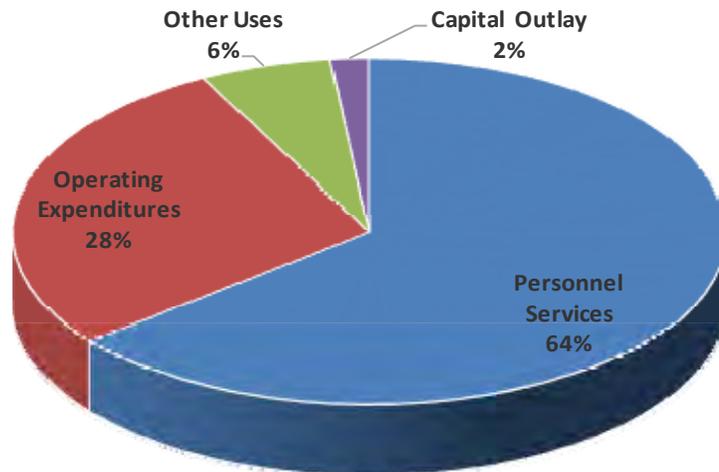
The overall budget increased by 5.8% or \$493,276, largely due to including the cost of food services in the budget, the addition of one new position, workers' compensation and employee salary increases. The budget includes funding for lease payments to the Debt Service Fund to pay annual costs associated with the long term debt borrowed for the construction of the elementary school wing. Based on proposals submitted at the State level the FTE revenues are conservatively expected to increase by 2%.

The following items represents important highlights:

- The school will increase enrollment by 12 students this upcoming year. The school's capacity enrollment will increase from 1,008 to 1,020 students for the 2015/16 school year.
- Teacher salary increases will reflect a new performance pay plan in accordance with Florida Statute 1012.22, rewarding teachers who are rated effective and highly effective.
- An English language arts teacher was added to the middle school staff. This will reduce class sizes and enable teachers to teach a five period day instead of the current six periods.
- In order to comply with National Food Lunch Program guidelines, revenues and expenditures associated with the lunch program are required to be included in the school's budget and collected by the school. This increased the budget by \$200,000. Previously the vendor selected by CSUSA collected the revenues and paid its own expenses.
- Funds have been budgeted to provide for computer replacements and expanding the use of laptops in the classroom.
- Reserve funds were not utilized to balance the budget.

### **Summary of All Budgetary Funds**

The total proposed budget for 2015/16, including all operating and capital outlay, is \$8,949,122. The majority of the budget is Personnel Services at \$5,751,031. Operating expenditures total \$2,507,591. Other Uses expenditures, which primarily represent lease payments to the Debt Service Fund to cover school construction debt payments and a contingency, account total \$534,000. Capital Outlay expenditures are \$156,500. The following chart shows a comparison of the department's budgets for the past two years. Total costs increased by 5.8%.

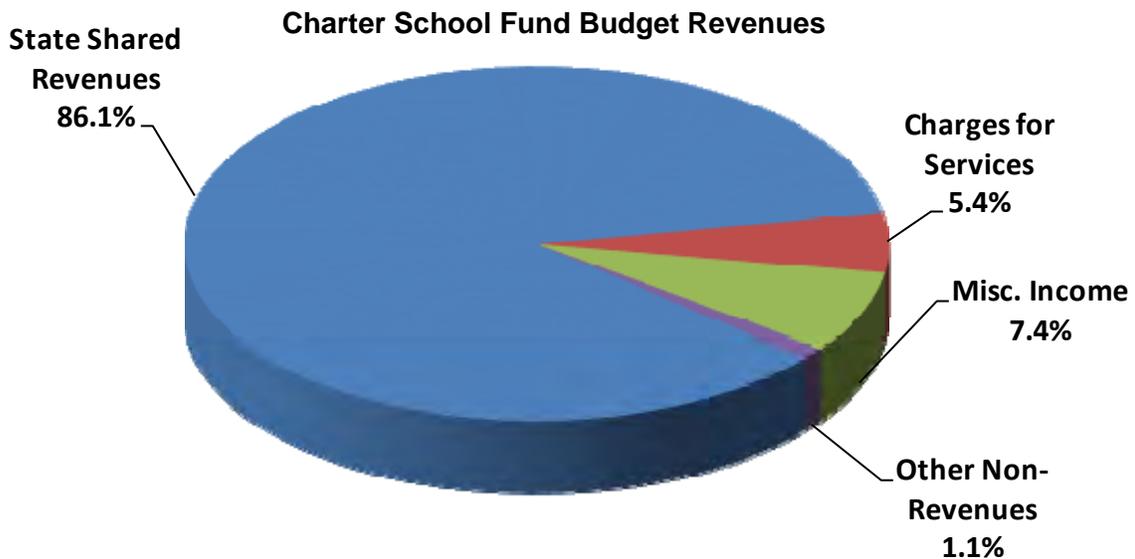


### Budget Category Summary

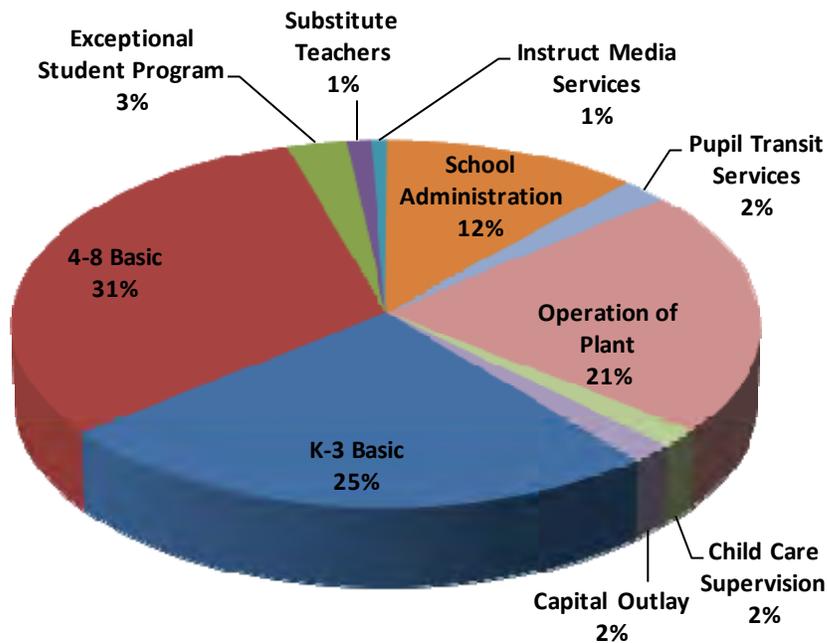
	2014/15	2015/16	Increase (Decrease)	% Change
<b>Revenues</b>				
State Shared Revenues	\$ 7,468,746	\$ 7,707,022	\$ 238,276	3.2%
Charges for Services	286,100	481,100	195,000	68.2%
Misc. Income	601,000	661,000	60,000	10.0%
Other Non-Revenues	100,000	100,000	-	0.0%
Total Revenues	\$8,455,846	\$ 8,949,122	\$ 493,276	5.8%
<b>Expenditures</b>				
K-3 Basic	\$ 2,181,488	\$ 2,274,026	\$ 92,538	4.2%
4-8 Basic	2,693,184	2,789,904	96,720	3.6%
Exceptional Student Program	231,338	247,245	15,907	6.9%
Substitute Teachers	85,757	96,277	10,520	12.3%
Instruct Media Services	67,860	69,524	1,664	2.5%
School Administration	905,422	1,046,330	140,908	15.6%
Pupil Transit Services	195,000	195,000	-	0.0%
Operation of Plant	1,767,797	1,927,316	159,519	9.0%
Child Care Supervision	186,000	147,000	(39,000)	-21.0%
Capital Outlay	142,000	156,500	14,500	10.2%
Total Expenditures	\$ 8,455,846	\$ 8,949,122	\$ 493,276	5.8%

### Charter School Fund

This fund is used to account for revenues and expenditures specifically earmarked for the City's Charter School. The fund accounts for operating and capital revenues, expenditures and capital outlay.



## Charter School Fund Budget Expenditures



The 2015/16 school year represents the 13<sup>th</sup> year of operations for ACES. This past year a great deal of time and effort was expended on professional development and curriculum alignment based on Florida’s State Standards formally referred to as Common Core, increasing parental involvement, integration of science, technology, engineering and math (STEAM), intramural and competitive sport programs and identifying and working with at-risk students. This year we will maintain and expand all our present academic programs with an emphasis on professional development and implementation related to the Florida State Standards.

ACES will enrich a child’s learning and social atmosphere through:

- Whole Child Approach - Emphasis will be placed on the “whole child” to ensure that academic rigor coexists with social responsibility.
- Character Education – Implement and expand ACES Word’s Count program that encourages our students, families and communities to work together as “upstanders.”
- Challenging Curriculum – Offer high school level courses in the areas of Math, Science and Foreign Language.
- Curriculum Alignment – Increase academic rigor through the alignment of ACES writing and math programs kindergarten through eighth grade.
- Differentiation of instruction – Provide specialized programs for at-risk learners, on-level learners and gifted students.
- Technology Rich Environment – Engage students through the use of computer labs, computers, Smart Boards, document readers, projectors in classrooms, instructional software and online programs. All students will have the opportunity to participate in instructional programs featuring iPads with wireless connectivity. ACES will continue to implement a laptop classroom designed to increase achievement and engagement of at-risk readers in grades six to eighth.

- Extended School Day Programs/Activities – Offer a variety of opportunities including Before Care and After Care, Sports Study, several Dance programs, French Classes, Chess Club, Science Tutorial, Writing Tutorial, Reading and Math Computerized Program, Java Programming, Test Taking Strategies and Saturday School.
- Field Trips – Experience hands-on content, living history, ecological studies, guest authors and a variety of culturally rich opportunities through a combination of on campus and off campus field trips.
- School-Wide Events – Organize various events such as Career Day, Red Ribbon Week, Peace Day and Field Day.
- Career Awareness and Entrepreneurship – Register all eighth grade students in a comprehensive course that will allow them to begin career planning and develop and implement a small business. Also integrate a variety of learning experiences focused on integrating Science, Technology, Engineering and Math (STEM).
- Competitive Athletics – Compete at the middle school level in the Florida High School Athletic League. The school fields a boys and girls team for both basketball and soccer. Offerings also include a competitive flag football team and a competitive volleyball team.
- Intramural Athletics – Afford students at the middle school level opportunities to play intramural basketball, and volleyball. All students have an opportunity to participate in after school tennis.
- Family Events – Make available various events that include Meet and Greet, Open House, Kindergarten Kickoff, Student of the Month, Book Fair, Winter Showcase Graduation Ceremonies, Talent Showcase and Quarterly Principal's Honor Roll Breakfasts.
- Parent Education – Execute FSA ELA, math, writing and FCAT science nights that present parents with information related to state standards and accountability testing. Monthly parent workshops related to social, emotional and physical wellbeing of children and families.
- Transportation – Provide students living further than 2 miles from the school and no further than 3.5 miles bus service. Currently four buses provide transportation for approximately 400 students.
- Safe School Campus – Employ a full-time certified police officer to the school that serves as a School Resource Officer. Traditional security methods including cameras are in place.

## **Revenues**

The revenues, available for allocation in the 2015/16 Fiscal Year, are anticipated to be \$8,949,122. This is an increase of \$493,276 or 5.8% compared to the prior year. The majority of the increase is associated with increased FTE funding from the State budget and including revenues from food services for the first time.

**State Shared Revenues** – The amount projected for Florida Education Finance Program revenues is \$6,885,194 and is based on \$6,750 per student after the deductions for the transportation reimbursement component and for students taking Virtual Classes. The revenues for next year have been estimated conservatively to increase by 2% based on anticipated actions taken by the State Legislature. School lunch reimbursement revenues are estimated to be \$71,000. The transportation reimbursement amount is \$138,000 and is based on 400 students requiring bus service. Capital Outlay revenue is estimated to be \$502,428.

Charges for Services – The amount projected for Food Service Fees is \$206,100. After School Program includes revenues derived from fees charged for After School Child Care and is estimated to be \$275,000.

Miscellaneous Income – The total amount is \$661,000. This includes revenues from the Clear Channel agreement for proceeds from the billboard advertising, field trips/special programs, after school programs and fundraising activities. This is offset by specific expenditures in the budget.

Other Non-Revenues – This represents a \$100,000 transfer from the General Fund for revenues from the City’s Intersection Safety Camera Program and anticipated fund balance amounts from the prior year’s budget.

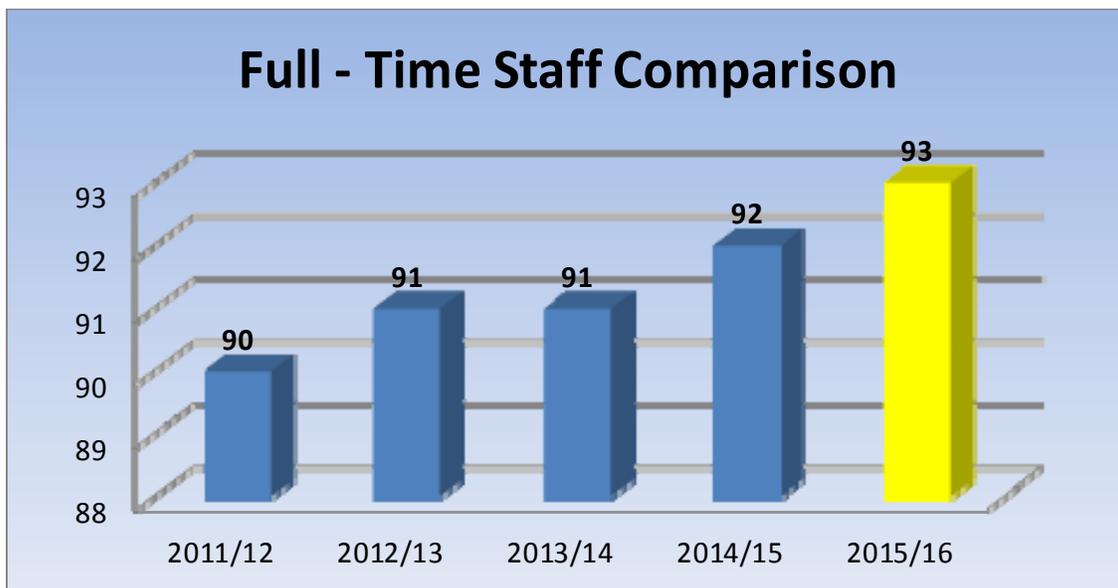
**Expenditures**

The estimated 2015/16 expenditures contained within this budget total \$8,949,122 and are balanced with the projected revenues.

**Personnel Services**

Personnel Services are budgeted at \$5,751,031 or 64% of the budget. Teacher salary increases reflect a new performance pay plan in accordance with Florida Statute 1012.22, rewarding teachers who are rated effective and highly effective. The total number of employees is 93 full-time and 9 part-time. Included in the full-time positions are 81 instructional staff members and a Computer Network/Technician. All employees except the Principal, 2 Assistant Principals and Janitor are under contract with CSUSA.

The budget includes adding one English language arts teacher to the middle school staff. This will reduce class sizes and enable teachers to teach a five period day instead of the current six periods.



The following outlines the staffing level detail comparisons to the prior fiscal year:

Function	Job Class	2014/15		2015/16	
		Full Time	Part Time	Full Time	Part Time
5101	Teacher	31.00	-	31.00	-
	Para-Professionals	-	7.00	-	7.00
	Reading Specialist	1.00		1.00	
	Instructional Counselor	1.00		1.00	
	Assistant Principal	1.00		1.00	
	Aide	1.00		1.00	
5102	Teacher	42.00	-	43.00	-
	Assistant Principal	1.00		1.00	
	Communications Specialist		1.00	-	1.00
5250	Teacher	2.00	-	2.00	-
	Dean of Student Services	1.00		1.00	
5901	Substitute Teacher	1.00	-	1.00	-
6200	Media Specialist	1.00	1.00	1.00	1.00
7300	Principal	1.00	-	1.00	-
	Dean of Academics	1.00		1.00	
	Business Manager	1.00	-	1.00	-
	Administrative Secretary	1.00	-	1.00	-
	Receptionist	2.00	-	2.00	-
	Registrar/Compliance	1.00		1.00	
	Computer Network/Tech	1.00		1.00	
7900	Janitor	1.00		1.00	
<b>Total</b>		<b>92.00</b>	<b>9.00</b>	<b>93.00</b>	<b>9.00</b>

Operating Expenses

The expenditures for operating expenses are \$2,507,591 which represents 28% of the budget. This is \$297,029 more than the prior year largely due to including Food Services costs. The major expenses are as follows:

- CSUSA education/administrative fee - \$297,000
- Food services - \$269,000
- Building maintenance contract - \$226,000
- Transportation services contract - \$195,000
- Field Trips and School Events - \$185,000
- Textbooks - \$156,000
- Electricity - \$150,000
- Other materials and supplies - \$148,500
- MDCSB Administrative Fee -\$137,704

- Repairs and Maintenance - \$98,500
- After school Programs - \$98,000

### Other Uses

Other Uses expenditures total \$534,000 primarily represent lease payments to the Debt Service Fund to cover the elementary school wing construction debt payments. Other expenditures include a contingency account and costs associated with utilizing the Arts & Cultural Center.

### Capital Outlay

A total of \$156,500 has been budgeted for capital outlay to replace laptops/computers, upgrade network switches and routers, replace AV equipment and smartboards, and expand the mobile classroom.

## **Summary**

I am pleased to submit the detailed budget contained herein. The budget document and its related funding levels represent the City's continued commitment to providing a school of excellence for our community.

The budget contains funding levels to address the following key objectives:

- Hiring and retaining administrators and teachers who are well prepared for creating life-long learners in their students as well as acting as role models in their own quest for knowledge on the latest "best practices" in educational research to enhance their teaching abilities.
- Putting into place a strong accountability system that will hold everyone at ACES responsible for maximizing learning opportunities.
- Creating a school climate that enables students and teachers to feel they are cared for, respected, and contributing members of ACES.
- A low staff-pupil ratio in order to enhance the development of the individual strengths of each student.
- Continuing to use data to evaluate the efficacy of instructional programs.
- Developing a strong parent-teacher relationship.
- Maximizing the use of technology embedded in classroom instruction as well as in a lab setting.

The preparation and formulation of this document could not have been accomplished without the assistance and dedicated efforts of the School's Administration. All questions relating to the budget should be referred to my attention.

Respectfully submitted,



Eric M. Soroka  
City Manager

# BUDGET PROCESS

## **Budget Preparation/Development**

1. January: Meetings are held with the Principal, school staff and City Manager to develop Goals and to discuss issues that may impact the budget for the upcoming school year.
2. February: Preliminary Revenue projections and forecasts are developed by the City Manager. The following steps are followed to project revenues:
  - Forecast student enrollment
  - The State's Florida Education Finance Program (FEFP) per student allocation is projected by the State and provided to the charter school.
  - Capital Outlay funding is determined by the State based on available funding.
3. March: Personnel needs are developed based on input from the Principal and staff. The following steps are utilized to forecast personnel:
  - Review existing staffing requirements to ensure adequate coverage for student needs and new programs.
  - Review salary structure to ensure competitiveness with the school district.
  - Benefits calculations such as Workers' Compensation, Life Insurance, Health Insurance, and Pension are provided by CSUSA and developed for each qualifying employee.
4. April: Individual expenditure line items are developed by the City Manager based on input from the Principal and historical data. A draft of the budget document is prepared by the City Manager. The draft is reviewed by the Principal and the Finance Department.
5. April/May: The budget is reviewed by the School Advisory Committee. The City Manager submits budget to the City Commission who act as the Board of Directors for the School.
6. June: The budget is loaded into the accounting system.
7. July: Budget goes into effect.

## **Budget Adoption**

The Charter School budget is approved via Ordinance at two public meetings scheduled for April and May conducted by the City Commission. The adopted budget is integrated into the accounting software system effective July 1st.

## **Budget Control/Monitoring**

Funds appropriated in the Budget may be expended by and with the approval of the City Manager in accordance with the provisions of the City Charter and applicable law. Funds of the City shall be expended in accordance with the appropriations provided in the Budget and shall constitute an appropriation of the amounts specified therein. Supplemental appropriations or the reduction of appropriations, if any, shall be made in accordance with Section 4.07 of the City Charter.

The Budget establishes a limitation on expenditures by department total. Said limitation requires that the total sum allocated to the Charter School department for operating and capital expenses may not be increased or decreased without specific authorization by a duly-enacted Ordinance affecting such amendment or transfer. Therefore, the City Manager may authorize transfers from

one individual line item account to another, so long as the line item accounts are within the same department and fund.

The "Personnel Allocation Summary" enumerates all authorized budgeted positions. However, the City Manager may amend said authorized budgeted positions in order to address the operating needs of the department so long as sufficient budgeted funds are available. The budget is monitored on a monthly basis to track variances between actual and budgeted amounts. Significant variances are investigated and monitored for corrective action. Quarterly review meetings are held with the Principal and City Manager. Encumbrances do not constitute expenditures or liabilities in the current year, but instead are defined as commitments related to unperformed contracts for goods or services, which are only reported in governmental funds.

### **Budget Amendment**

Upon the passage and adoption of the Charter School Fund Budget for the City of Aventura, if the City Manager determines that the department total will exceed its original appropriation, the City Manager is authorized to prepare such Ordinances for consideration by the City Commission as may be necessary and proper to modify any line item from the Budget.

### **Basis of Accounting**

Basis of Accounting refers to the time period when revenues and expenditures are recognized in the accounts and reported on the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. The accrual basis of accounting is followed for the proprietary fund types. The modified accrual basis of accounting is followed in the governmental fund types and the expendable trust funds type. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual, that is, when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. Expenditures are generally recognized under the modified accrual accounting when the related fund liability is incurred. Exceptions to the general rule are principal and interest on general long-term debt which is recognized when due.

The Charter School Fund Budget applies all applicable GASB pronouncements as well as the following pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements: Financial Accounting Standards Board (FASB) statements and interpretations, Accounting Principles Board (APB) opinions and Accounting Research Bulletins (ARBs).

During June 1999, the Government Accounting Standards Board (GASB) issued Statement No. 34. This statement established new accounting and financial reporting standards for state and local governments. The Charter School Fund implemented the new financial reporting requirements of GASB 34.

## **BUDGET DEVELOPMENT GUIDELINES**

### **Financial Policies**

The Charter School's financial policies, compiled below, set forth the basic framework for the overall fiscal management of the school. Operating independently of changing circumstances

and conditions, these policies assist the decision-making process of the City Manager and School's Administration. These policies provide guidelines for evaluating both current activities and proposals for future programs.

Most of the policies represent long-standing principles; traditions and practices that have guided the Charter School in the past and have helped maintain financial stability. They are reviewed annually as a decision making tool and to ensure their continued relevance in an ever-changing environment.

### **Operating Budget Policies**

1. The Charter School will maintain at a minimum, an accessible cash reserve equivalent to four weeks of operating costs.
2. No new or expanded services shall be implemented without a corresponding revenue source or the implementation of trade-offs of expenses or revenues at the same time. This applies to personnel, equipment and any other peripheral expenses associated with the service.
4. The Charter School shall continue to support a scheduled level of maintenance and replacement of its infrastructure.
5. The Charter School shall support capital expenditures that reduce future operating costs.

### **Capital Budget Policies**

1. The Charter School will develop a multi-year plan for capital improvement that is updated annually.
2. The Charter School will maintain its physical assets at a level adequate to protect the School's capital investment and minimize future maintenance and replacement costs. The budget will provide for the adequate maintenance and the orderly replacement of the capital equipment from current revenues wherever possible.
3. The Charter School will provide sufficient funds to replace and upgrade equipment as well as to take advantage of new technology thereby ensuring that employees have safe and efficient tools to provide their service. It reflects a commitment to further automation and use of available technology to improve productivity in the Charter School's work force. The objective for upgrading and replacing equipment includes: (1) normal replacement as equipment completes its useful life, (2) upgrades to new technology, and (3) additional equipment necessary to service the needs of the Charter School.
4. The Charter School will use the following criterion to evaluate the relative merit of each capital project. Capital expenditures will foster goals of:
  - a. Projects specifically included in an approved replacement schedule.
  - b. Projects that reduce the cost of operations.
  - c. Projects that significantly improve safety and reduce risk exposure.

### **Revenue Policies**

1. The School will attempt to maintain a diversified and stable revenue system as a shelter from short-run fluctuations in any single revenue source.
2. The School will attempt to obtain new revenue sources as a way of ensuring a balanced budget.

3. The School will review fees/charges annually and will design or modify revenue systems to include provisions that automatically allow charges to grow at a rate that keeps pace with the cost of providing the service.

**Cash Management/Investment Policies**

1. The School will deposit all funds received by 2:00 PM the next day.
2. Investment of School funds will emphasize safety of capital; liquidity of funds and investment income.
3. The School will collect revenues aggressively, including any past due amounts owed.

**Reserve Policies**

1. The School will maintain a fund balance of at least \$75,000.

**Accounting, Auditing, and Financial Reporting Policies**

1. An independent audit will be performed annually.
2. The Charter School will produce annual financial reports in accordance with Generally Accepted Accounting Principles (GAAP) as outlined by the Governmental Accounting Standards Board (GASB).

## **AVENTURA CITY OF EXCELLENCE SCHOOL VISION STATEMENT**

To join with our community to become the premier charter school in the nation where academic excellence coexists with the promotion of social responsibility grounded in an atmosphere of human dignity.

## **AVENTURA CITY OF EXCELLENCE SCHOOL PHILOSOPHY AND ESSENTIAL ELEMENTS**

The Aventura City of Excellence School staff believes that we have a responsibility to create a school climate that enables every individual to feel cared for, respected and to act as contributing members of the school culture. All students can learn and will be encouraged to strive for academic excellence and personal growth that will enable them to be productive and active members of society. In the practical application of this philosophy, opportunities shall be provided to:

1. Develop in each student and professional staff member a sense of self-worth and a positive self-concept
2. Imbue such character traits as honesty, integrity, compassion, respect, cooperation, humility, happiness and responsibility toward each other, our community and our world
3. Develop in each student an understanding of and responsibility for making positive personal and social choices
4. Improve upon the quality of instruction and curriculum by increasing the effectiveness of teachers and their teaching through ongoing professional development
5. Provide each student with experiences to develop an awareness of good health habits and attitudes for living by encouraging each student to perceive learning as a life-long continuing process from pre-school through adulthood
6. Encourage, through educational reporting, city and district officials, the citizens of Aventura, and the professional staff to support quality education in the school
7. Use assessment data to identify and track student achievement and learning goals
8. Develop school programs based on "best practices" to promote learning gains
9. Develop strong parent-teacher-student relationships
10. Provide a strong accountability system that holds everyone at the schoolhouse responsible for maximizing learning opportunities
11. Provide a low student-teacher ratio in order to enhance the development of the individual strengths of each student
12. Provide additional staff members for enrichment and remediation services
13. Develop in each student the ability to think critically, make inferences, apply knowledge to new settings and use these skills to make wise choices

## **CURRICULUM**

ACES implements the Florida Standards with fidelity and the school's goals for student learning are coordinated or integrated across different disciplines. The curriculum's sequence is rational, with more complex ideas building on simpler ones, respecting each student's developmental levels and prior learning. Teachers and students are accountable for all state and local assessments in addition to internal formal and informal assessments and observations.

Classroom teachers utilize technology daily to reinforce instruction and offer opportunities for independent practice. ACES students have access to Internet-based instructional programs at home and at school. Students in kindergarten through fifth grade utilize the ACES computer lab on a regular basis. Sixth grade students enroll in a nine-week technology course, with an emphasis on computer programming. Seventh grade students are required to enroll in a year-long Computer Concepts course designed to expose them to all facets of the technology available to them. Eighth grade students take a year-long technology aided career awareness and entrepreneurship course. Teachers utilize mobile iPad and laptop labs regularly in the classroom.

ACES offers a variety of programs to meet the needs of all learners. The English Language Learners (ELL) program is offered to students who are working toward English language proficiency. Classroom teachers servicing ELL students have undergone special training related to strategies that enhance language acquisition. The ACES ELL Coordinator collaborates with classroom teachers related to instructional modifications that aide in content comprehension.

Exceptional Education students are serviced within the general classroom, reducing social stigmas and enhancing the continuity of instruction. The ESE teacher collaborates with classroom teachers to ensure that "strategies for success" are implemented in all subject areas.

Students with speech and language needs are serviced by a Speech and Language Pathologist and students with occupational therapy needs are serviced by a specialist. These programs are offered to students who qualify for services based on school district requirements.

At-risk readers are targeted through a variety of intervention courses and strategies. ACES Literacy Team teaches at-risk-readers in Kindergarten through eighth grade in small group settings. This supplemental reading program provides intensive instruction using research based programs such as Wonders, Read 180, Reading Plus and Success Maker. At-risk readers in middle school have a two hour block of reading and English language arts instruction in a one to one computing environment.

ACES is focused on meeting the needs of all students. To this end, ACES offers a variety of extended school day programs. These programs target specific student needs and are offered both before and after school. These programs include small group writing instruction, focused math tutorials, science study group and a Saturday reading and math program.

Gifted students in grades 1 and 2 receive "Gifted Instruction" in English language arts and reading daily. Project-based applications encompassing the sciences, arts, math, and language allow students an opportunity to combine their creativity and practical knowledge. Eligible students in grades 3, 4, and 5 have an opportunity to enroll in a gifted language arts/reading course and a gifted math course. Eligible students in middle school have an opportunity to enroll in gifted courses in social studies and English language arts.

ACES science laboratory program provides students with hands-on application of core curriculum. Students in second through fifth grade visit the science lab weekly and students in kindergarten and first grade conduct experiments within their classrooms. All middle school students enroll in comprehensive science courses that emphasizes hands-on investigation. ACES students are exposed to eco-literacy through participation in our outdoor garden project.

ACES modern language program places emphasis on four basic components of language acquisition (e.g., listening, speaking, reading and writing). Students build an understanding of the relationship between perspectives and products of various cultures. Middle School students are required to enroll in Spanish courses throughout their middle school career at ACES. The elementary Spanish program is offered to all kindergarten through fifth grade students and emphasizes cultures and conversational speaking.

ACES middle school program offers academic rigor in conjunction with an extraordinary selection of extracurricular activities and elective programs. ACES students have the opportunity to enroll in high school honors level Spanish, physical science, biology, algebra and geometry and to select one of five elective courses. Elective courses include Media Production, Modern Dance, Art, Guitar, Team Sports and Drama. All middle school students are invited to participate in after school teams including volleyball, basketball and tennis. ACES also participates in the Independent Athletic League and offers competitive boys and girls basketball and competitive boys and girls soccer, competitive girls volleyball and boys flag football. These programs are funded through the school budget and offered at no cost to students.

Elementary school students also enjoy a variety of special subject classes daily. These programs include art, physical education, technology, media, Spanish and music. Each Friday Elementary students participate in a club. Clubs vary from year to year based on student interest. Currently ACES is offering the following clubs; Country Line Dancing, Baton, Board Games, Disco Dance, Scrapbooking, Table Tennis, Jazz Dance, Middle Eastern Dance, Latin Dance, Croquette, Origami, Yoga, Kickball, Soccer, Basketball and Healthy Eating/Gardening.

## **PERFORMANCE CRITERIA**

1) **Indicator:** All students will maintain a portfolio demonstrating and charting improvement and mastery of skills required at that grade level. This portfolio will be part of the Personal Learning Plan (PLP) that is the compendium of parent, student and teacher conferences. Each PLP will establish academic goals for each individual student in relation to his/her performance and progress.

**2009/10 Actual: Complete**

**2010/11 Actual: Complete**

**2011/12 Actual: Complete**

**2012/13 Actual: Complete**

**2013/14 Actual: Complete**

2) **Indicator:** The State of Florida A+ Plan Grade shall be no lower than a "B".

**2009/10 Actual: A**

**2010/11 Actual: A**

**2011/12 Actual: A**

**2012/13 Actual: A**

**2013/14 Actual: A**

3) **Indicator:** Meet the requirements delineated in Florida State Board of Education Administrative Rule 6A-1.09981, Implementation of Florida's System of School Improvement and Accountability, as may be amended from time to time.

**2009/10 Actual: Complete**

**2010/11 Actual: Complete**

**2011/12 Actual: Complete**

**2012/13 Actual: Complete**

**2013/14 Actual: Complete**

4) **Indicator:** Percent of parents that completed all 20 required volunteer hours by the end of the year.

**2009/10 Actual: 100%**

**2010/11 Actual: 100%**

**2011/12 Actual: 100%**

**2012/13 Actual: 100%**

**2013/14 Actual: 100%**

5) **Indicator:** Number of students enrolled shall be 95% of the number allowed by the School Charter.

**2009/10 Actual: 100%**

**2010/11 Actual: 100%**

**2011/12 Actual: 100%**

**2012/13 Actual: 100%**

**2013/14 Actual: 100%**

6) **Indicator:** The year-to-year retention rate shall be 90%.

**2009/10 Actual: 98%**

**2010/11 Actual: 98%**

**2011/12 Actual: 98%**

**2012/13 Actual: 98%**

**2013/14 Actual: 98%**

7) **Indicator:** The percentage of parents who on the Parent Survey agree or strongly agree to the statement that "I would recommend the Charter School to a friend" is 90%.

**2009/10 Actual: 99%**

**2010/11 Actual: 99%**

**2011/12 Actual: 99%**

**2012/13 Actual: 99%**

**2013/14 Actual: 99%**

8) **Indicator:** The audits required by State Law and the Charter shall indicate that the financial statements are presented fairly and that tests of compliance with laws and regulations and consideration of the internal control over financial reporting disclose no instances of non-compliance, nor any material weaknesses.

**2009/10 Actual: All in compliance**

**2010/11 Actual: All in compliance**

**2011/12 Actual: All in compliance**

**2012/13 Actual: All in compliance**

**2013/14 Actual:** All in compliance

9) **Indicator:** Class size and student/classroom teacher ratios shall be maintained throughout the school year at 18:1 for kindergarten through third grade and an average of 22:1 for all grades fourth through eighth.

**2009/10 Actual:** All in compliance

**2010/11 Actual:** All in compliance

**2011/12 Actual:** All in compliance

**2012/13 Actual:** All in compliance

**2013/14 Actual:** All in compliance

10) **Indicator:** Reading - Percent of Students in the school on grade level and above in Reading. This is based on the Sunshine State Standards and exhibited in proficiency on the Florida Comprehensive Assessment Test (FCAT).

**2009/10 Actual: 92%**

**2010/11 Actual: 92%**

**2011/12 Actual: 88%**

**2012/13 Actual: 86%**

**2013/14 Actual: 90%**

11) **Indicator:** Math - Percent of Students in the school on grade level and above in Math. This is based on the Sunshine State Standards and exhibited in proficiency on the Florida Comprehensive Assessment Test (FCAT).

**2009/10 Actual: 85%**

**2010/11 Actual: 92%**

**2011/12 Actual: 88%**

**2012/13 Actual: 90%**

**2013/14 Actual: 90%**

12) **Indicator:** Writing - Percent of students in the school on grade level and above in Writing. This is based on the Sunshine State Standards and exhibited in proficiency on the Florida Comprehensive Assessment Test (FCAT).

**2009/10 Actual: 87%**

**2010/11 Actual: 90%**

**2011/12 Actual: 94%**

**2012/13 Actual: 77%**

**2013/14 Actual: 76%**

13) **Indicator:** All Students will achieve high science standards as measured by Sunshine State Standards Performance Standards.

**2009/10 Actual: 67%**

**2010/11 Actual: 76%**

**2011/12 Actual: 81%**

**2012/13 Actual: 85%**

**2013/14 Actual: 78%**

**CITY OF AVENTURA**  
**CHARTER SCHOOL FUND 190**  
**BUDGET CATEGORY SUMMARY**  
**2015/16 (July 1 - June 30)**  
**FUND DESCRIPTION**

CATEGORY	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b>REVENUE PROJECTIONS</b>				
State Shared Revenues	\$ 7,130,594	\$ 7,468,746	\$ 3,509,644	\$ 7,707,022
Charges for Services	269,042	286,100	125,752	481,100
Misc. Income	549,889	601,000	285,148	661,000
Other Non-Revenues	200,000	100,000	50,000	100,000
<b>Total Revenues</b>	<b>\$ 8,149,525</b>	<b>\$ 8,455,846</b>	<b>\$ 3,970,544</b>	<b>\$ 8,949,122</b>
<b>EXPENDITURES</b>				
K-3 Basic	\$ 2,107,669	\$ 2,181,488	\$ 997,850	\$ 2,274,026
4-8 Basic	2,674,313	2,693,184	1,209,642	2,789,904
Exceptional Student Program	241,470	231,338	114,669	247,245
Substitute Teachers	177,631	85,757	58,877	96,277
Instruct Media Services	81,356	67,860	31,827	69,524
School Administration	884,885	905,422	517,940	1,046,330
Pupil Transit Services	183,600	195,000	116,040	195,000
Operation of Plant	1,437,320	1,767,797	733,167	1,927,316
Child Care Supervision	182,732	186,000	65,388	147,000
Capital Outlay	210,448	142,000	145,304	156,500
<b>Total Expenditures</b>	<b>\$ 8,181,424</b>	<b>\$ 8,455,846</b>	<b>\$ 3,990,704</b>	<b>\$ 8,949,122</b>
Revenues over(under) Expenditures	\$ (31,899)	\$ -	\$ (20,160)	\$ 0

# CITY OF AVENTURA

CHARTER SCHOOL

2015/16

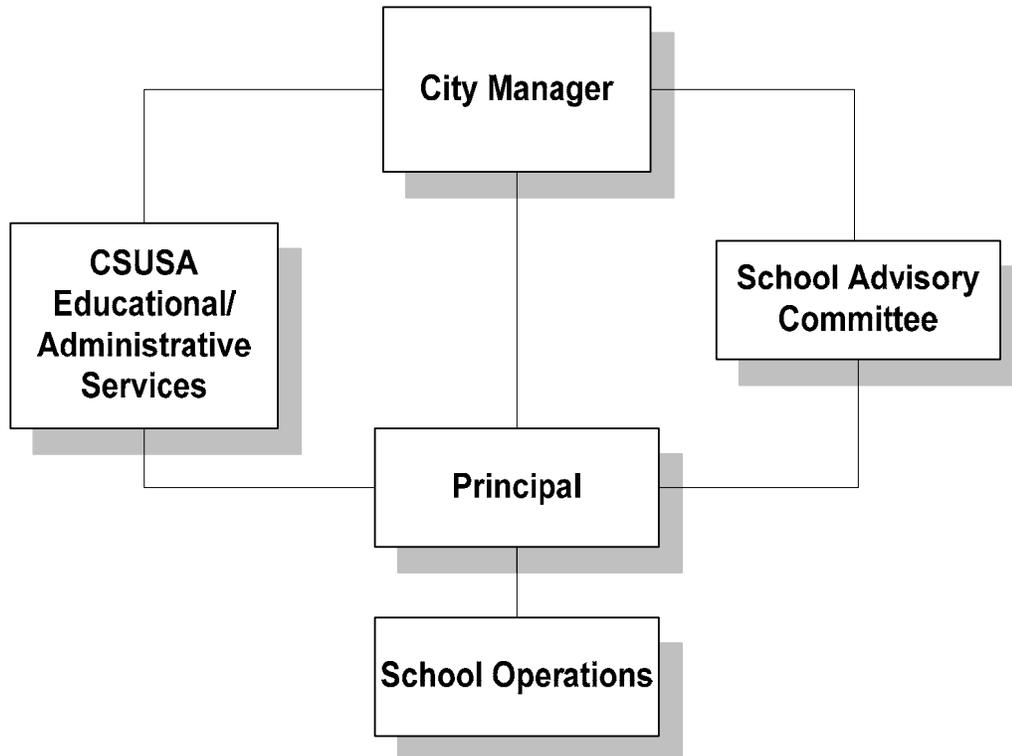
## DEPARTMENT DESCRIPTION

This department is responsible for the organization, operation and management of the City's charter School. By focusing on low student teacher ratios, high academic standards and parental participation, the school provides a first class learning environment for the City's children. The school operations are provided in conjunction with a service contract with Charter Schools USA.

CATEGORY RECAP	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b>Personnel Services</b>	\$ 5,541,060	\$ 5,548,296	\$ 2,462,537	\$ 5,751,031
<b>Operating Expenditures</b>	1,970,975	2,210,562	1,159,745	2,507,591
<b>Other Uses</b>	458,941	554,988	223,118	534,000
<b>Capital Outlay</b>	210,448	142,000	145,304	156,500
<b>Total</b>	<b>\$ 8,181,424</b>	<b>\$ 8,455,846</b>	<b>\$ 3,990,704</b>	<b>\$ 8,949,122</b>

## Charter School Department

### Organization Chart



## CITY OF AVENTURA

### CHARTER SCHOOL FUND 190

#### REVENUE PROJECTIONS

2015/16

ACCOUNT #	SCHOOL REVENUE CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b><u>State Shared Revenues:</u></b>						
3359050	3261	School Lunch Reimbursement	\$ 73,767	\$ 71,000	\$ 30,976	\$ 71,000
3359100	3310	Florida Education Finance Program	6,319,474	6,670,346	3,212,349	6,885,194
3359201	3361	A+ Revenues	98,400	98,400	-	98,400
3359701		E- Rate Program	-	14,000	9,897	12,000
3359800	3354	Transportation	115,713	115,000	59,495	138,000
3359910	3391	Capital Outlay	523,240	500,000	196,927	502,428
	Subtotal		<u>\$ 7,130,594</u>	<u>\$ 7,468,746</u>	<u>\$ 3,509,644</u>	<u>\$ 7,707,022</u>
<b><u>Charges for Services:</u></b>						
3478050	3450	Food Service Fees	\$ -	\$ 6,100	\$ -	\$ 206,100
3479050	3473	After School Programs	269,042	280,000	125,752	275,000
	Subtotal		<u>\$ 269,042</u>	<u>\$ 286,100</u>	<u>\$ 125,752</u>	<u>\$ 481,100</u>
<b><u>Misc. Income:</u></b>						
3611000	3431	Interest Earnings	\$ 7,481	\$ 9,000	\$ 642	\$ 9,000
3661900	3495	Misc. Revenues	103,862	200,000	126,452	240,000
3661910	3495	Sport Program Fundraising	8,887	7,000	4,859	7,000
3661955	3467	Field Trips/Special Programs	181,539	225,000	54,666	215,000
3692000	3469	Special events	200,915	-	-	-
3665000	3469	Other Private Source Revenue	47,205	160,000	98,529	190,000
	Subtotal		<u>\$ 549,889</u>	<u>\$ 601,000</u>	<u>\$ 285,148</u>	<u>\$ 661,000</u>
<b><u>Other Non-Revenues:</u></b>						
3811039	3610	Transfers In	\$ 200,000	\$ 100,000	\$ 50,000	\$ 100,000
3999000	3489	Beginning Surplus	-	-	-	-
	Subtotal		<u>\$ 200,000</u>	<u>\$ 100,000</u>	<u>\$ 50,000</u>	<u>\$ 100,000</u>
<b>Total Revenues</b>			<b><u>\$ 8,149,525</u></b>	<b><u>\$ 8,455,846</u></b>	<b><u>\$ 3,970,544</u></b>	<b><u>\$ 8,949,122</u></b>

**CITY OF AVENTURA**  
**CHARTER SCHOOL**  
**2015/16**  
**BUDGETARY ACCOUNT SUMMARY**  
**190-6001-569**  
**K-3 Basic 5101**

ACCOUNT #	SCHOOL OBJECT CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b>Personnel Services</b>						
1220	120	Teacher	\$ 1,317,599	\$ 1,403,713	\$ 618,142	\$ 1,462,131
1230	130	Other Certified Instruction Reading Specialist Instructional Counselor Assistant Principal	174,922	173,341	82,755	178,428
1250	150	Kindergarten Aides (P/T) 7 Admin. Asst.	103,566 -	97,618	40,911	100,263
1502	291	Bonuses	107,888	48,000	5,148	48,000
1503	291	Stipends	7,965	31,050	-	31,850
2101	221	Social Security- matching	125,190	128,112	55,312	133,173
2201	211	Pension	10,058	12,074	4,803	12,557
2301	231	Health, Life & Disability Insurance	131,126	150,560	84,441	154,801
2302	232	Dental Insurance	10,813	13,952	6,251	17,352
2401	241	Workers' Compensation	14,749	12,728	15,652	22,631
2501	250	Unemployment Compensation	13,902	5,000	3,107	5,000
		subtotal	<u>\$ 2,017,778</u>	<u>\$ 2,076,148</u>	<u>\$ 916,522</u>	<u>\$ 2,166,186</u>
<b>Operating Expenditures/Expenses</b>						
4001	330	Travel/Conferences/Training	\$ 2,556	\$ 3,500	\$ 2,914	\$ 4,000
4101		Cell Phone	840	840	420	840
5290	590	Other Mat'l & Supply	33,771	35,000	25,307	37,000
5299	790	Miscellaneous Expense	2,553	4,500	1,337	4,500
5410	521	Memberships/Dues/Subscription	-	1,500	-	1,500
5411	520	Textbooks	50,171	60,000	51,350	60,000
		subtotal	<u>\$ 89,891</u>	<u>\$ 105,340</u>	<u>\$ 81,328</u>	<u>\$ 107,840</u>
<b>Total Function 5101</b>			<u><b>\$ 2,107,669</b></u>	<u><b>\$ 2,181,488</b></u>	<u><b>\$ 997,850</b></u>	<u><b>\$ 2,274,026</b></u>

**CITY OF AVENTURA**  
**CHARTER SCHOOL**  
**2015/16**  
**BUDGETARY ACCOUNT SUMMARY**  
**190-6002-569**  
**4-8 Basic 5102**

ACCOUNT #	SCHOOL OBJECT CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b>Personnel Services</b>						
1220	120	Teacher	\$ 1,884,234	\$ 1,887,212	\$ 821,917	\$ 1,980,367
1230	130	Other Certified Instruction Assistant Principal	79,421	\$ 81,922	\$ 39,580	87,754
			-	-	-	-
1250	150	Comm Spec/Instructional Asst.	44,683	15,574	21,125	16,871
1502	291	Bonuses	142,190	60,000	5,928	60,000
1503	291	Stipends	11,523	72,900	-	60,000
2101	221	Social Security- matching	156,892	151,830	63,652	159,502
2201	211	Pension	16,224	14,885	7,797	15,637
2301	231	Health, Life & Disability Insurance	129,784	188,046	72,682	168,637
2302	232	Dental Insurance	10,199	17,552	5,563	22,352
2401	241	Workers' Compensation	17,524	15,084	19,226	27,105
2501	250	Unemployment Compensation	12,712	5,000	3,791	5,000
		subtotal	\$ 2,505,386	\$ 2,510,005	\$ 1,061,261	\$ 2,603,225
<b>Operating Expenditures/Expenses</b>						
4001	330	Travel/Conferences/Training	\$ 3,044	\$ 4,500	\$ 5,702	\$ 6,000
4101		Cell Phone	840	840	420	840
5290	590	Other Mat'l & Supply	55,372	65,000	54,587	65,000
5299	790	Miscellaneous Expense	790	3,000	705	3,000
5410	521	Memberships/Dues/Subscription	-	839	-	839
5411	520	Textbooks	90,334	93,000	73,171	93,000
5901	791	Athletic Activities	18,547	16,000	13,796	18,000
		subtotal	\$ 168,927	\$ 183,179	\$ 148,381	\$ 186,679
<b>Total Function 5102</b>			<b>\$ 2,674,313</b>	<b>\$ 2,693,184</b>	<b>\$ 1,209,642</b>	<b>\$ 2,789,904</b>

**CITY OF AVENTURA**  
**CHARTER SCHOOL**  
**2015/16**  
**BUDGETARY ACCOUNT SUMMARY**  
**190-6003-569**  
**Exceptional Student Program 5250**

ACCOUNT #	SCHOOL OBJECT CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b>Personnel Services</b>						
1220	120	Teacher	\$ 106,246	\$ 89,709	\$ 35,604	\$ 92,970
1230	130	Other Certified Instruction				
		Dean of Student Services	44,040	61,069	38,746	62,296
1502	291	Bonuses	6,476	5,000	312	5,000
2101	221	Social Security- matching	11,563	11,535	5,588	11,878
2201	211	Pension	171	1,131	53	1,164
2301	231	Health, Life & Disability Insurance	9,086	12,560	6,603	12,931
2302	232	Dental Insurance	644	1,200	382	1,500
2401	241	Workers' Compensation	1,263	1,146	1,589	2,018
2501	250	Unemployment Compensation	748	-	264	-
		subtotal	\$ 180,237	\$ 183,350	\$ 89,141	\$ 189,757
<b>Operating Expenditures/Expenses</b>						
3190	310	Prof & Tech Services-SPED	\$ 51,790	\$ 35,000	\$ 23,141	\$ 46,000
4001	330	Travel/Conferences/Training	3,602	3,000	31	3,000
4420	590	Leasing Expense	-	1,500	-	-
5290	590	Other Mat'l & Supply	4,985	6,000	1,651	6,000
5299	790	Miscellaneous Expense	856	1,500	705	1,500
5410	521	Memberships/Dues/Subscription	-	988	-	988
		subtotal	\$ 61,233	\$ 47,988	\$ 25,528	\$ 57,488
<b>Total Function 5250</b>			<b>\$ 241,470</b>	<b>\$ 231,338</b>	<b>\$ 114,669</b>	<b>\$ 247,245</b>

**CITY OF AVENTURA**  
**CHARTER SCHOOL**  
**2015/16**  
**BUDGETARY ACCOUNT SUMMARY**  
**190-6004-569**  
**Substitute Teachers 5901**

ACCOUNT #	SCHOOL OBJECT CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b>Personnel Services</b>						
1220	120	Pool Sub	\$ 24,916	\$ 27,318	\$ 12,205	\$ 28,138
1225	140	Teacher - P/T	130,929	46,000	38,720	55,000
1502	291	Bonuses	158	500	156	500
2101	221	Social Security- matching	11,840	5,609	3,845	5,672
2201	211	Pension	-	205	-	211
2301	231	Health, Life & Disability Insurance	4,976	4,168	1,768	4,292
2302	232	Dental Insurance	371	400	133	500
2401	241	Workers' Compensation	984	557	1,219	964
2501	250	Unemployment Compensation	3,457	1,000	831	1,000
<b>Total Function 5901</b>			<b>\$ 177,631</b>	<b>\$ 85,757</b>	<b>\$ 58,877</b>	<b>\$ 96,277</b>

**CITY OF AVENTURA**  
**CHARTER SCHOOL**  
**2015/16**  
**BUDGETARY ACCOUNT SUMMARY**  
**190-6005-569**  
**Instruct Media Services 6200**

ACCOUNT #	SCHOOL OBJECT CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b><u>Personnel Services</u></b>						
1230	130	Media Specialist	\$ 57,209	\$ 53,049	\$ 24,712	\$ 54,098
1502	291	Bonuses	3,749	2,500	156	2,500
2101	221	Social Security- matching	4,446	4,058	1,744	4,138
2201	211	Pension	-	321	-	334
2301	231	Health, Life & Disability Insurance	12,778	4,129	2,324	4,251
2302	232	Dental Insurance	768	400	493	500
2401	241	Workers' Compensation	477	403	434	703
2501	250	Unemployment Compensation	545	-	79	-
		subtotal	<u>\$ 79,972</u>	<u>\$ 64,860</u>	<u>\$ 29,942</u>	<u>\$ 66,524</u>
<b><u>Operating Expenditures/Expenses</u></b>						
5411	520	Textbooks	\$ 1,384	\$ 3,000	\$ 1,885	\$ 3,000
		subtotal	<u>\$ 1,384</u>	<u>\$ 3,000</u>	<u>\$ 1,885</u>	<u>\$ 3,000</u>
<b>Total Function 6200</b>			<b><u>\$ 81,356</u></b>	<b><u>\$ 67,860</u></b>	<b><u>\$ 31,827</u></b>	<b><u>\$ 69,524</u></b>

**CITY OF AVENTURA**  
**CHARTER SCHOOL**  
**2015/16**  
**BUDGETARY ACCOUNT SUMMARY**  
**190-6006-569**  
**School Administration 7300**

ACCOUNT #	SCHOOL OBJECT CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b>Personnel Services</b>						
1211	110	Administrators Dean of Academics Principal	\$ 206,281	\$ 216,953	\$ 107,074	\$ 220,825
1260	160	Other Support Personnel 2 Receptionist Administrative Secretary Registrar/Compliance/ESE Business Manager Network/Comp Tech	235,687	243,450	129,499	249,170
1502	291	Bonuses	4,508	6,500	-	6,500
2101	221	Social Security- matching	31,933	35,221	16,080	35,955
2201	211	Pension	21,565	28,428	10,429	23,987
2301	231	Health, Life & Disability Insurance	23,371	37,339	20,102	40,903
2302	232	Dental Insurance	1,786	3,152	1,918	4,000
2401	241	Workers' Compensation	2,939	3,499	3,559	6,110
2501	251	Unemployment Compensation	2,167	2,000	442	2,000
subtotal			\$ 530,237	\$ 576,542	\$ 289,103	\$ 589,450
<b>Operating Expenditures/Expenses</b>						
3114		After School Programs	\$ -	\$ -	\$ 68,228	\$ 98,000
4001	330	Travel/Conferences/Training	10,455	10,000	4,439	10,000
4041	201	Automobile Allowance	5,400	5,400	2,700	5,400
4101		Telephone	542	480	300	480
4855	790	Field Trips/School Events	187,826	185,000	53,308	185,000
4856		Special Events	129,813	100,000	91,171	130,000
5290	590	Other Mat'l & Supply	19,246	25,000	7,754	25,000
5410	521	Memberships/Dues/Subscription	1,366	3,000	937	3,000
subtotal			\$ 354,648	\$ 328,880	\$ 228,837	\$ 456,880
<b>Total Function 7300</b>			<b>\$ 884,885</b>	<b>\$ 905,422</b>	<b>\$ 517,940</b>	<b>\$ 1,046,330</b>

**CITY OF AVENTURA**  
**CHARTER SCHOOL**  
**2015/16**  
**BUDGETARY ACCOUNT SUMMARY**  
**190-6007-569**  
**Pupil Transit Services 7800**

ACCOUNT #	SCHOOL OBJECT CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b><u>Operating Expenditures/Expenses</u></b>						
3190	310	Prof & Tech Services	\$ 183,600	\$ 195,000	\$ 116,040	\$ 195,000
<b>Total Function 7800</b>			<b>\$ 183,600</b>	<b>\$ 195,000</b>	<b>\$ 116,040</b>	<b>\$ 195,000</b>

**CITY OF AVENTURA**  
**CHARTER SCHOOL**  
**2015/16**  
**BUDGETARY ACCOUNT SUMMARY**  
**190-6008-569**  
**Operation of Plant 7900**

ACCOUNT #	SCHOOL OBJECT CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b>Personnel Services</b>						
1260	160	Other Support Personnel Janitor	\$ 30,653	\$ 30,306	\$ 14,096	\$ 31,215
2101	221	Social Security- matching	2,330	2,318	1,086	2,388
2201	211	Pension	4,089	4,243	1,957	4,370
2301	231	Health, Life & Disability Insurance	11,600	14,137	132	139
2302	232	Dental Insurance	149	400	-	500
2401	241	Workers' Compensation	953	230	420	1,000
		subtotal	\$ 49,774	\$ 51,634	\$ 17,691	\$ 39,612
<b>Operating Expenditures/Expenses</b>						
3148	312	Planning/Management Fee CSUSA	\$ 310,493	\$ 280,000	\$ 140,078	\$ 297,000
3149		MDCSB Administrative Fee	-	136,175	16,609	137,704
3201	312	Accounting & Auditing Fees	11,736	15,000	12,600	12,000
3431	310	Contract-Food Services	73,123	69,000	38,368	269,000
4101	370	Communications	70,584	68,000	28,075	70,000
4301	430	Electricity	130,321	135,000	79,512	140,000
4320	380	Pub Ut Svc Othr Energy Sv	24,828	20,000	11,654	24,000
4440	360	Office Equip - Leasing Expense	25,341	28,000	11,773	28,000
4501	320	Insurance & Bond Premium	22,982	35,000	16,772	35,000
4620	350	Contract- Building Maintenance	185,958	217,000	71,149	217,000
4635	350	Repairs & Maintenance	52,714	124,000	61,438	90,000
5120		Computer Supplies/Software	19,253	23,000	2,418	23,000
5290	590	Other Mat'l & Supply	1,272	10,000	1,912	10,000
5295	510	Cleaning/Janitorial Supplies	-	1,000	-	1,000
		subtotal	\$ 928,605	\$ 1,161,175	\$ 492,358	\$ 1,353,704
<b>Other Uses</b>						
5901	790	Contingency	\$ 7,219	\$ 103,988	\$ -	\$ 85,000
5905	790	AACC Expenses	7,722	7,000	1,118	5,000
9129	921	Lease Payments to City Debt Service	444,000	444,000	222,000	444,000
		subtotal	\$ 458,941	\$ 554,988	\$ 223,118	\$ 534,000
<b>Total Function 7900</b>			<b>\$ 1,437,320</b>	<b>\$ 1,767,797</b>	<b>\$ 733,167</b>	<b>\$ 1,927,316</b>

**CITY OF AVENTURA**  
**CHARTER SCHOOL**  
**2015/16**  
**BUDGETARY ACCOUNT SUMMARY**  
**190-6009-569**  
**Child Care Supervision 9102**

ACCOUNT #	SCHOOL OBJECT CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b>Personnel Services</b>						
2401	241	Workers' Compensation	45	-	-	-
		subtotal	\$ 45	\$ -	\$ -	\$ -
<b>Operating Expenditures/Expenses</b>						
3113	310	Contract-Recreation Programs	\$ 144,132	\$ 148,000	\$ 47,507	\$ 110,000
3201	312	Accounting & Auditing Fees	2,000	2,000	1,000	1,000
4301	430	Electricity	10,000	10,000	5,000	10,000
4501	320	Insurance & Bond Premium	3,000	3,000	1,500	3,000
4620	350	Contract- Building Maintenance	12,526	8,000	4,895	9,000
4635	350	Repairs & Maintenance	8,763	7,500	4,052	8,500
5290	590	Other Mat'l & Supply	2,266	7,500	1,434	5,500
		subtotal	\$ 182,687	\$ 186,000	\$ 65,388	\$ 147,000
<b>Total Function 9102</b>			<b>\$ 182,732</b>	<b>\$ 186,000</b>	<b>\$ 65,388</b>	<b>\$ 147,000</b>

**CITY OF AVENTURA**  
**CHARTER SCHOOL**  
**2015/16**  
**BUDGETARY ACCOUNT SUMMARY**  
**190-6010-569**  
**Capital Outlay 7400**

ACCOUNT #	SCHOOL OBJECT CODE	DESCRIPTION	2013/14 ACTUAL	2014/15 APPROVED BUDGET	2014/15 HALF YEAR ACTUAL	2015/16 CITY MANAGER PROPOSAL
<b>Capital Outlay</b>						
6401	692	Computer Equipment >5000	\$ 13,001	\$ 45,000	\$ 42,912	\$ 45,000
6402	643	Computer Equipment <5000	180,226	97,000	96,864	111,500
6410	640	Furniture, Fixture & Equipment	17,221	-	5,528	-
<b>Total Function 7400</b>			<b>\$ 210,448</b>	<b>\$ 142,000</b>	<b>\$ 145,304</b>	<b>\$ 156,500</b>

Upgrade Network Switches and Routers	\$ 15,000
Replace AV Equipment and/or Smartboards	30,000
Subtotal	<u>\$ 45,000</u>

Replace 90 Laptops/Computers	\$ 110,500
Replace Desktop Scanner	1,000
Subtotal	<u>\$ 111,500</u>

ORDINANCE NO. 2015-\_\_

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, ADOPTING THE ATTACHED CHARTER SCHOOL OPERATING AND CAPITAL BUDGET FOR THE AVENTURA CITY OF EXCELLENCE SCHOOL FOR FISCAL YEAR 2015/16 (JULY 1 – JUNE 30), PURSUANT TO SECTION 4.05 OF THE CITY CHARTER; AUTHORIZING EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; PROVIDING FOR BUDGETARY CONTROL; PROVIDING FOR PERSONNEL AUTHORIZATION; PROVIDING FOR GIFTS AND GRANTS; PROVIDING FOR AMENDMENTS; PROVIDING FOR ENCUMBRANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:

**Section 1.** The 2015/2016 Operating and Capital Improvement Program Budget for the Aventura City of Excellence School, a copy of said budget being attached hereto and made a part hereof as specifically as if set forth at length herein, be and the same is hereby established and adopted.

**Section 2.** Expenditure of Funds Appropriated in the Budget Authorized. Funds appropriated in the Budget may be expended by and with the approval of the City Manager in accordance with the provisions of the City Charter and applicable law. Funds of the City shall be expended in accordance with the appropriations provided in the Budget adopted by this Ordinance and shall constitute an appropriation of the amounts specified therein. Supplemental appropriations or the reduction of appropriations, if any, shall be made in accordance with Section 4.07 of the City Charter.

**Section 3.** Budgetary Control. The Budget establishes a limitation on expenditures by department total. Said limitation requires that the total sum allocated to the Charter School department for operating and capital expenses may not be increased or decreased without specific authorization by a duly-enacted Resolution affecting such amendment or transfer.

Therefore, the City Manager may authorize transfers from one individual line item account to another, so long as the line item accounts are within the same department and fund.

**Section 4. Personnel Authorization.** The “Personnel Allocation Summary” enumerates all authorized budgeted positions. However, the City Manager may amend said authorized budgeted positions in order to address the operating needs of the department so long as sufficient budgeted funds are available.

**Section 5. Grants and Gifts.** When the City of Aventura receives monies from any source, be it private or governmental, by Grant, Gift, or otherwise, to which there is attached as a condition of acceptance any limitation regarding the use or expenditures of the monies received, the funds so received need not be shown in the Operating Budget nor shall said budget be subject to amendment of expenditures as a result of the receipt of said monies, but said monies shall only be disbursed and applied toward the purposes for which the said funds were received. To ensure the integrity of the Operating Budget, and the integrity of the monies received by the City under Grants or Gifts, all monies received as contemplated above must, upon receipt, be segregated and accounted for based upon generally accepted accounting principles and where appropriate, placed into separate and individual trust and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon the Gift or Grant as aforesaid.

**Section 6. Amendments.** Upon the passage and adoption of the Charter School Fund Budget for the City of Aventura, if the City Manager determines that the Department Total will exceed its original appropriation, the City Manager is hereby authorized and directed to prepare such Ordinances as may be necessary and proper to modify any line item from the Budget hereby.

**Section 7.** Encumbrances. All outstanding encumbrances at June 30, 2015 shall lapse at that time; and all capital outlay encumbrances and capital outlay expenditures not spent during the fiscal year may be re-appropriated in the 2015/2016 fiscal year.

**Section 8.** Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 9.** Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

