

City Commission
Susan Gottlieb, Mayor

Zev Auerbach
Bob Diamond
Teri Holzberg
Billy Joel
Michael Stern
Luz Urbácz Weinberg

The City of Aventura



City Manager
Eric M. Soroka, ICMA-CM

City Clerk
Teresa M. Soroka, MMC

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske

NOVEMBER 17, 2011 9 AM

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

1. CALL TO ORDER\ROLL CALL

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

- A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE CITY OF AVENTURA CODE; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
- B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF AVENTURA AND PGAL ARCHITECTS TO PERFORM ARCHITECTURAL AND ENGINEERING SERVICES TO PLAN, DESIGN AND PERMIT THE CITY'S GOVERNMENT CENTER PARKING EXPANSION PROJECT IN ACCORDANCE WITH RFQ NO. 11-9-21-2; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
- C. MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$7,500 TO THE FLORIDA INTERNATIONAL UNIVERSITY – FIRST GENERATION SCHOLARSHIP FUND SPECIFICALLY**

FOR AVENTURA RESIDENTS. THIS PROGRAM WILL SERVE TO ENHANCE CRIME PREVENTION BY FACILITATING EDUCATIONAL AND EMPLOYMENT OPPORTUNITIES THAT WOULD OTHERWISE NOT EXIST BY PROVIDING TUITION ASSISTANCE TO STUDENTS WITH LIMITED FINANCIAL MEANS, WHO COME FROM FAMILIES WITH NO PRIOR BENEFIT OF HIGHER EDUCATION.

3. ORDINANCE – SECOND READING – PUBLIC HEARING:

CITY COMMISSION ACTING IN ITS CAPACITY AS THE GOVERNING BOARD OF THE AVENTURA CITY OF EXCELLENCE SCHOOL:

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

4. ADJOURNMENT

SCHEDULE OF FUTURE MEETINGS/EVENTS

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

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

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 31, 2011

SUBJECT: **Resolution Authorizing Execution of Agreement With the State Attorney for Prosecution of Aventura Code Violators**

November 17, 2011 City Commission Meeting Agenda Item 2A

RECOMMENDATION

It is recommended that the City Commission authorize the execution of an Agreement with the State Attorney's Office for the prosecution of Aventura Code Violations. This is a renewal of the Agreement approved in 2010.

BACKGROUND

The State Legislature amended Section 27.01 Florida Statutes to provide that the State Attorney shall appear in the courts to prosecute violations of municipal ordinances if the prosecution is ancillary to a state prosecution or if the State Attorney has contracted with the municipality for reimbursement for services rendered. The legislators passed similar laws requiring municipalities to pay for the representation of criminal defendants by the public defender's office.

As a result, those cases that a City requests the State Attorney's Office to prosecute will be subject to a charge of \$50.00 per hour each to the State Attorney and Public Defender.

Attached hereto is the subject Agreement which provides the option to the City to utilize the State Attorney's Office.

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

EMS/act
Attachment
CCO1756-11

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND OTHERWISE ENTER INTO THAT AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE CITY OF AVENTURA CODE; 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 authorized to execute and otherwise enter into that certain Agreement attached hereto between the City of Aventura and the State of Florida, Office of the State Attorney for the Eleventh Judicial Circuit of Florida, to reimburse the State for the cost of State Attorney prosecution of certain criminal violations of the City of Aventura Code.

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

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

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

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

PASSED AND ADOPTED this 17th day of November, 2011.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY



STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TELEPHONE (305) 547-0100

October 12, 2011

Mr. Eric M. Soroka
City Manager
City of Aventura
19200 W. Country Club Drive
Aventura FL 33180

Dear Mr. Soroka:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the proposed agreement for the prosecution of ordinance violations for the period of October 1, 2011 – September 30, 2012. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at donlhorn@miamisao.com and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 & 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you will be charged at the rate of \$16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the contract or if I can provide any other information, please do not hesitate to contact me at 305-547-0562 or at donlhorn@miamisao.com.

RECEIVED

OCT 31 2011

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

OFFICE OF THE
CITY MANAGER

By:

Don L. Horn
Chief Assistant State Attorney for Administration

DLH/cj

Enclosures

**AGREEMENT BETWEEN CITY OF AVENTURA AND THE STATE OF
FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE
ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE
STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF
CERTAIN CRIMINAL VIOLATIONS OF THE
City of Aventura CODE**

This agreement is entered into this _____ day of _____, 2011, by and between City of Aventura, a political subdivision of the State of Florida (hereinafter referred to as the “City”) and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as “State Attorney”).

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City’s Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2011, through September 30, 2012. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2012, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____.

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants

for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME City Commission

By: _____
POSITION

By: _____
Eric M. Soroka
City Manager

ATTEST State Attorney's Office
Eleventh Judicial Circuit

By: _____

By: _____
Don L. Horn
Chief Assistant State Attorney
for Administration

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: November 9, 2011

SUBJECT: **Architectural Services Agreement Between PGAL and the City for Government Center Parking Expansion Project**

November 17, 2011 City Commission Meeting Agenda Item 2B

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing the execution of the Architectural Services Agreement between PGAL and the City for the Government Center Parking Expansion Project.

BACKGROUND

At the November 1, 2011 Meeting, the City Commission adopted a Resolution selecting the firm of PGAL to perform architectural and engineering services for the City's Government Center Parking Expansion Project. Attached is the Architect's Services Agreement for PGAL.

The project is divided into two major components; Pre-Design and Basic Services. The Pre-Design Phase includes the following items at a cost of \$26,000:

- Site analysis
- Preliminary concept options
- Analysis of cost-in-place versus pre-cost construction
- Cost estimates
- Final concept

The Basic Services scope will be based on the approved final concept and fees for those services will be negotiated at that time.

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

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF AVENTURA AND PGAL ARCHITECTS TO PERFORM ARCHITECTURAL AND ENGINEERING SERVICES TO PLAN, DESIGN AND PERMIT THE CITY'S GOVERNMENT CENTER PARKING EXPANSION PROJECT IN ACCORDANCE WITH RFQ NO. 11-9-21-2; 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 Agreement (the " Agreement"), in substantially the form attached hereto, between the City of Aventura and PGAL Architects to perform architectural and engineering services to plan, design and permit the City's Government Center Parking Expansion Project in accordance with RFQ No. 11-9-21-2.

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

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

PASSED AND ADOPTED this 17th day of November, 2011.

Susan Gottlieb, Mayor

ATTEST:

Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney

EXHIBIT A

SCOPE OF WORK

GOVERNMENT CENTER PARKING EXPANSION

PROJECT DESCRIPTION

The project consists of a new parking structure adjacent to City Hall and will replace a portion of the existing surface lot. The existing lot primarily serves visitors, City staff and Police and an undetermined number of spaces will need to be maintained throughout construction. It is envisioned that the new structure will contain approximately 200 spaces or as many as feasible for the Final Construction Budget. Current budget is \$2,175,000, but may be adjusted slightly by the City at their discretion. An existing Police Vehicle Fueling and Maintenance Area is to be retained on site. Project is anticipated to be competitively bid.

SERVICES

Basic Services include architectural, structural, mechanical, electrical, plumbing, fire protection (if required), landscape, and civil engineering. Optional or Supplemental Services are identified in Exhibit B. Services will be broken down into two major components: 1) Pre-Design and 2) Basic Services. The Pre-Design Phase will consist of site analysis (including survey update, existing utilities, easements, fueling and zoning), preliminary concept options (including two or more levels of parking), analysis of cast-in-place vs. pre-cast construction, rough-order-magnitude cost estimates and a Final Concept. Basic Services Scope will be based on the approved Final Concept and fees for those services will be negotiated at that time.

SCHEDULE

Survey update will be completed in fifteen (15) working days and Pre-Design Services will be completed in eighteen (18) working days for a total of thirty-three (33) working days after Notice-to-Proceed plus any interim review time required by the City.

EXHIBIT B

Government Center Parking Expansion Fee Distribution

Pre-Design				
Phase	Task	%		Gross Fee
	Basic Services			
1	Site Analysis	20.0%	\$	3,700
2	Prelim Concept Options	30.0%	\$	5,550
3	CIP vs Pre-Cast Analysis	20.0%	\$	3,700
4	ROM Cost Estimate	10.0%	\$	1,850
5	Final Concept	20.0%	\$	3,700
	Total Pre-Design	100%	\$	18,500

Basic Services				
Phase	Task	%		Gross Fee
	Basic Services			
1	Schematic Design	15.0%		
2	Design Development	20.0%		
3	Construction Documents	35.0%		
4	Permits, Bid & Award	5.0%		
5	Construction Administration	25.0%		
	Total Basic	100%		TBD

Optional/Supplemental Services				
	Task			Gross Fee
	Security Design			TBD
	Parking Access Controls			TBD
	Cost Estimating			TBD
	Signage & Graphics			TBD
	Survey		\$	6,500
	Geotechnical Eng			TBD
	Threshold Inspections			TBD
	Marketing Materials			TBD
	Record (as-built) Drawings			TBD
	Total Supplemental		\$	6,500

Expenses (estimated for pre-design only)	\$	1,000
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TOTAL	\$	26,000
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ARCHITECT'S SERVICES AGREEMENT

This Architect's Services Agreement ("Agreement") is made as of the Seventeenth (17th) day of November in the year Two Thousand and Eleven (2011) by and between the CITY OF AVENTURA ("City"), 19200 w. Country Club Drive, Aventura, FL 33180 and PGAL, 791 Park of Commerce Boulevard, Suite #400, Boca Raton, FL 33487 for the Aventura Government Center Parking Expansion adjacent to Government Center.

The Owner and Architect agree as follows:

TABLE OF ARTICLES

- 1. ARCHITECT'S RESPONSIBILITIES**
- 2. OWNER'S RESPONSIBILITIES**
- 3. OWNERSHIP OF DOCUMENTS/DELIVERABLES**
- 4. APPLICABLE LAW AND VENUE; ATTORNEYS FEES AND COSTS**
- 5. TERMINATION**
- 6. COMPENSATION**
- 7. MISCELLANEOUS PROVISIONS**
- 8. DEFAULT**
- 9. SCOPE OF THE AGREEMENT**

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

Replace the existing surface lot with a garage consisting of approximately 200 parking spaces, as more fully described in the RFQ #11-9-21-2, attached hereto and incorporated herein as Exhibit A. Survey and geotechnical information shall be obtained by Architect as supplemental services.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 The Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement.

1. General Liability
\$1,000,000. Each Occurrence
2. Automobile Liability
\$1,000,000.
3. Workers' Compensation
\$1,000,000. Each Accident
4. Professional Liability
\$5,000,000. Annual Aggregate

§ 1.6 The Architect shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damage, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Architect and other persons employed or utilized by the Architect in the performance of the services under this Agreement.

The Architect acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall assist Architect by placing at its disposal all available information for the specific Project.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project.

ARTICLE 3 OWNERSHIP OF DOCUMENTS/DELIVERABLES

§ 3.1 Unless otherwise provided by law, all finished or unfinished documents, including but not limited to detailed plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the Owner or furnished by the Architect pursuant to this Agreement shall become the property of the Owner, whether the Project for which they are made is completed or not, and shall be delivered by Architect to Owner within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The Architect shall have the right to keep

one record set of the documents upon completion of the Project; however, in no event shall the Architect use, or permit to be used, any of the documents without the Owner's prior written authorization. Any reuse of such documents by the Architect without the Owner's written verification or adaptation by the Owner for the specific purpose intended will be at the Architect's sole risk.

All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Architect for a specific project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of Owner.

ARTICLE 4 APPLICABLE LAW AND VENUE; ATTORNEYS FEES AND COSTS

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

ARTICLE 5 TERMINATION

§ 5.1 Termination for Convenience: This Agreement may be terminated by the Owner for convenience upon thirty (30) calendar days' written notice to the Architect. In the event of such termination, any services performed by the Architect under this Agreement shall, at the option of the Owner, become the Owner's property, and the Architect shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the Owner up through the date of termination. Under no circumstances shall Owner make payment for services that have not been performed.

§ 5.2 Termination for Cause: This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Architect abandons this Agreement or causes it to be terminated by the Owner, the Architect shall indemnify the Owner against loss pertaining to this termination. In the event that the Architect is terminated by the Owner for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 and the provisions of Section 5.1 shall apply.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth in Exhibit B and below.

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Owner authorized fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. All sales taxes levied on reimbursable expenses;
9. Other similar Project-related expenditures if authorized in writing by Owner.

§ 6.3 PAYMENTS TO THE ARCHITECT

§ 6.3.1 An initial payment of \$0 shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice, which shall be subject to Owner's approval.

§ 6.3.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Architect, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Owner shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

§ 7.2 Signature of this Agreement by Architect shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of this Agreement.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.7 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, (4) as required by Chapter 119, Florida Statutes.

ARTICLE 8 DEFAULT

§ 8.1 An event of default shall mean a breach of this Agreement by the Architect. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

§ 8.1.1 Architect has not performed services on a timely basis;

§ 8.1.2 Architect has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;

§ 8.1.3 Architect has become insolvent or has assigned the proceeds received for the benefit of the Architect’s creditors, or the Architect has taken advantage of any insolvency statute or debtor/creditor law or if the Architect’s affairs have been put in the hands of a receiver;

§ 8.1.4 Architect has failed to obtain the approval of the Owner where required by this Agreement;

§ 8.1.5 Architect has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

§ 8.2 In the event Architect fails to comply with the provisions of this Agreement, the Owner may declare the Architect in default, notify the Architect in writing, and give the Architect a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless otherwise agreed to by the parties. If the Architect fails to cure the default, compensation will only be for any completed professional services. In the event payment has been made for such professional services not completed, the Architect shall return these sums to the Owner within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the Owner’s right to terminate, at any time, pursuant to this Agreement.

§ 8.3 In an Event of Default, the Architect shall be liable for all damages resulting from the default, including but not limited to:

§ 8.3.1 lost funding, and

§ 8.3.2 the difference between the cost associated with procuring services and the amount actually expended by the Owner, including procurement and administrative costs.

§ 8.4 The Owner may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the Owner. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The Owner's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Owner in law or in equity.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- 1. This Agreement including Exhibits A & B.
- 2. The RFQ # 11-9-21-2

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

«Eric M. Soroka, City Manager »« »

(Printed name and title)

(Signature)

«Ian A. Nestler, Principal »« »

(Printed name and title)

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: November 10, 2011

SUBJECT: **Disbursement of Police Forfeiture Funds**



November 17, 2011 City Commission Meeting Agenda Item 2C

RECOMMENDATION

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

“Motion authorizing the appropriation of up to \$7,500 to the Florida International University – First Generation Scholarship Fund specifically for Aventura residents. This program will serve to enhance crime prevention by facilitating educational and employment opportunities that would otherwise not exist by providing tuition assistance to students with limited financial means, who come from families with no prior benefit of higher education

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

EMS/act

Attachment

CCO1755-11

CITY OF AVENTURA
POLICE DEPARTMENT
INTER OFFICE MEMORANDUM

TO: Eric M. Soroaka, City Manager
FROM: ~~Steven Steinberg, Chief of Police~~
DATE: 10 November 2011
SUBJECT: Use of Forfeiture Funds

Florida State Statute 932.704 requires that money resulting from forfeitures be maintained in a special law enforcement trust fund, and 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:

Crime Prevention	\$7,500
Total Expenditure Request:	\$7,500

I certify that this requested expenditure complies with Florida State Statute 932.704 in that:

1. Funds will be used for an appropriate law enforcement purpose.
2. Funds are not being used as a normal source of revenue for the Police Department.
3. Funds were not considered in the adoption and approval of the budget of the Police Department.

Summary

Crime Prevention: A donation in the amount of \$7,500 to the Florida International University - First Generation Scholarship Fund specifically for Aventura residents. This combined with matching funds from the state will provide scholarships to FIU students who are Aventura residents and will be the first generation in a family to attain a college degree. This program will serve to enhance crime prevention by facilitating educational and employment opportunities that would otherwise not exist, by providing tuition assistance to students with limited financial means who come from families with no prior benefit of higher education.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: October 14, 2011

SUBJECT: **Ordinance Amending 2011/12 Charter School Fund Budget**

1st Reading November 1, 2011 City Commission Meeting Agenda Item 8B
2nd Reading November 17, 2011 City Commission Meeting Agenda Item 3

RECOMMENDATION

It is recommended that the City Commission approve the attached Ordinance amending the 2011/12 Charter School Fund Budget. The total amount of the amendment is \$291,000.

BACKGROUND

The attached document has been prepared to address revenue reductions imposed by the State to balance the State Budget. Section 4.07 of the City Charter provides the " If at any time during the fiscal year, it appears probable to the Manager that the revenues available will be insufficient to the meet the amounts appropriated, he shall report to the Commission without delay, indicating the estimated amounts of the deficit and his recommendation as to the remedial action to be taken"

At the time the Commission reviewed the Charter School Budget, I had advised the Commission that the State's budget was not finalized and although we anticipated a loss of revenue, we did not know the full impact and we would need to review after the first quarter of the new fiscal year. Since the beginning of the new fiscal year on July 1, we have been monitoring the revenues from the State that fund the Charter School Budget. Based on our meetings with the School Board staff after the State budget was passed, I reported that it appeared that the revenues would be \$300,000 less than what was budgeted. Now that the first quarter of the year is complete, the estimates confirm the \$300,000 figure.

Attached is a budget amendment that includes the recommended action to resolve the \$300,000 loss. These amendments do not affect the classroom or impact any of the

programs provided at the school. A large portion (\$206,000) of the expenditure reduction is associated with lower than expected health insurance premiums.

REVENUES

1. Recognizes \$306,000 loss in State funding imposed by the State Legislature.
2. Recognizes additional \$5,000 from Misc. Revenues.
3. Recognizes \$10,000 additional allocation from reserve funds to partially offset the loss of State funding.

EXPENDITURES

1. Reduces health Insurance expenditures by \$206,000 due to lower than expected health insurance premiums.
2. Eliminates part time vacant position of Special Projects Coordinator.
3. Recognizes \$12,000 savings based on Charter School USA agreeing to freeze its Management Fee.
4. Lower than anticipated costs associated with computer equipment purchases resulted in a cost savings of \$25,000.
5. The Contingency amount was decreased by \$35,000.

As always, we will continue to closely monitor the budget throughout the fiscal year.

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

EMS/act

Attachment

EXHIBIT A

Budget Amendments
CHARTER SCHOOL FUND 190

OBJECT CODE	2011/12 BUDGET	2011/12 REVISIONS	2011/12 REVISED BUDGET
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Revenues

State Shared Revenues

3359100	Florida Education Finance Program	5,832,000	(306,000)	5,526,000
	SUBTOTAL	\$ 5,832,000	\$ (306,000)	\$ 5,526,000

Misc. Income

3661900	Misc. Revenues	\$ 110,000	\$ 5,000	\$ 115,000
3999000	Beginning Surplus	399,935	10,000	409,935
	SUBTOTAL	\$ 509,935	\$ 15,000	\$ 524,935

Total Amendments-Revenues

\$ (291,000)

Expenditures

K-3

2301	Health	\$ 179,055	\$ (86,000)	\$ 93,055
	SUBTOTAL	\$ 179,055	\$ (86,000)	\$ 93,055

4 to 8

2301	Health	\$ 210,733	\$ (120,000)	\$ 90,733
	SUBTOTAL	\$ 210,733	\$ (120,000)	\$ 90,733

School Admin

1260	Other Support Personnel	\$ 202,342	\$ (13,000)	\$ 189,342
	SUBTOTAL	\$ 202,342	\$ (13,000)	\$ 189,342

Operation of Plant

3148	Planning/Management Fee -CSUSA	\$ 336,000	\$ (12,000)	\$ 324,000
5901	Contingency	100,000	\$ (35,000)	\$ 65,000
	SUBTOTAL	\$ 436,000	\$ (47,000)	\$ 389,000

Capital Outlay

6402	Computer Equipment	\$ 100,500	\$ (25,000)	\$ 75,500
	SUBTOTAL	\$ 100,500	\$ (25,000)	\$ 75,500

Total Amendments-Expenditures

\$ (291,000)

ORDINANCE NO. 2011-__

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

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Aventura City of Excellence School and upon the recommendations of the City Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2011/2012 Operating and Capital Budget of the Aventura City of Excellence School as set forth in Exhibit “A” attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AS FOLLOWS:

Section 1. The recitals contained in the preamble to this Ordinance are incorporated by reference herein.

Section 2. The City Commission hereby authorizes the amendment of Ordinance No. 2011-05, which Ordinance adopted a budget for the 2011/2012 fiscal year for the Aventura City of Excellence School by revising the 2011/2012 budget as

set forth on the attached Exhibit "A", which exhibit is deemed incorporated by reference as though set forth in full herein.

Section 3. The City Manager is hereby authorized to do all things necessary to carry out the aims of this Ordinance.

Section 4. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Vice Mayor Joel, who moved its adoption on first reading. This motion was seconded by Commissioner Diamond, and upon being put to a vote, the vote was as follows:

Commissioner Zev Auerbach	yes
Commissioner Bob Diamond	yes
Commissioner Teri Holzberg	yes
Commissioner Michael Stern	yes
Commissioner Luz Urbaez Weinberg	absent
Vice Mayor Billy Joel	yes
Mayor Susan Gottlieb	yes

The foregoing Ordinance was offered by Commissioner ____, who moved its adoption on second reading. This motion was seconded by Commissioner ____ and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on first reading this 1st day November, 2011.

PASSED AND ADOPTED on second reading this 17th day of November, 2011.

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

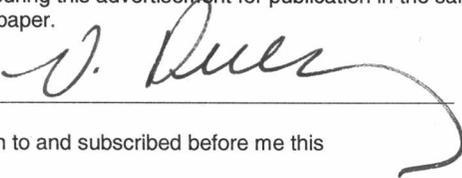
Before the undersigned authority personally appeared V. PEREZ, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF AVENTURA - PUBLIC NOTICE OF
PROPOSED ORDINANCE - NOVEMBER 17, 2011

in the XXXX Court,
was published in said newspaper in the issues of

11/03/2011

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this

03 day of NOVEMBER, A.D. 2011



(SEAL)

V. PEREZ personally known to me

NOTARY PUBLIC
STATE OF FLORIDA
Notary Public State of Florida
Cheryl H. Marmer
My Commission DD793490
Expires 07/18/2012



CITY OF AVENTURA

PUBLIC NOTICE OF PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that on Thursday, the 17th day of November, 2011, at a meeting of the City Commission of the City of Aventura to be held at 6 p.m. in the City Commission Chamber at the Aventura Government Center, 19200 West Country Club Drive, Aventura, Florida, the City Commission will consider the adoption of the following Ordinance on second reading, entitled:

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

The proposed Ordinance may be inspected by the public at the Office of the City Clerk, 19200 West Country Club Drive, Aventura, Florida. Interested parties may appear at the Public Hearing and be heard with respect to the proposed Ordinance. Any person wishing to address the City Commission on any item at this Public Hearing may do so after the Mayor opens the public hearing.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Office of the City Clerk, 305-466-8901, not later than two business days prior to such proceedings.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at a meeting or hearing, that person 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.

Teresa M. Soroka, MMC City Clerk
11-4-132/1779813M