

City Commission
Susan Gottlieb, Mayor

Zev Auerbach
Bob Diamond
Teri Holzberg
Billy Joel
Michael Stern
Luz Urbáez 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

MARCH 1, 2011 6 p.m.

Government Center
19200 West Country Club Drive
Aventura, Florida 33180

1. **CALL TO ORDER\ROLL CALL**
2. **PLEDGE OF ALLEGIANCE.**
3. **AGENDA:** Request for Deletions/Emergency Additions
4. **SPECIAL PRESENTATIONS:** None.
5. **CONSENT AGENDA:** Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and considered separately.
 - A. **APPROVAL OF MINUTES:**
February 1, 2011 Commission Meeting
February 17, 2011 Special Meeting
 - B. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN MYSTIC POINTE MASTER ASSOCIATION AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
 - C. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE CITY OF SUNNY ISLES BEACH FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
 - D. **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.

- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN NORTH TOWER AT THE POINT CONDOMINIUM ASSOCIATION AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
- F. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 11-02-14-2, NE 29 AVENUE, NE 187 ST AND NE 34 AVENUE MILLING AND RESURFACING IMPROVEMENTS, TO H&R PAVING, INC. AT THE BID PRICE OF \$247,229; 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 TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN AVENTURA LAKES ASSOCIATION AND THE CITY OF AVENTURA; 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 COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE TOWN OF SURFSIDE 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.**
- I. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE CITY OF NORTH MIAMI**

BEACH FOR LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

J. MOTION TO APPROVE PRESENTATION OF KEY TO THE CITY TO JUDY DRUCKER

6. ZONING HEARINGS: None.

7. ORDINANCES: FIRST READING–PUBLIC INPUT:

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING PROVISIONS OF THE POLICE OFFICERS' RETIREMENT PLAN TO COMPLY WITH THE INTERNAL REVENUE CODE; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

9. RESOLUTIONS – PUBLIC HEARING: None.

10. REPORTS

11. PUBLIC COMMENTS

12. OTHER BUSINESS: None.

13. ADJOURNMENT

SCHEDULE OF FUTURE MEETINGS/EVENTS

WORKSHOP MEETING MARCH 24, 2011 9AM 5TH FLR.EX.CONF.ROOM

COMMISSION MEETING APRIL 5, 2011 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.



**MINUTES
CITY COMMISSION MEETING
FEBRUARY 1, 2011 6 PM**

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

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

2. PLEDGE OF ALLEGIANCE: Led by Aventura Turnberry Jewish Center Chairman of the Board William Landa, Executive Director Amir Barone, President Lawrence Herrup and Rabbi Jonathan Berkin.

3. AGENDA: REQUESTS FOR DELETIONS/EMERGENCY ADDITIONS: Mr. Soroka requested that item 5-G be addressed under item 9 in order to open a public hearing as prescribed by law.

4. SPECIAL PRESENTATIONS: Mayor Gottlieb presented a proclamation to the Aventura Turnberry Jewish Center in honor of its 20th anniversary. Mr. Soroka presented a ten-year service recognition to Finance Department employee Zina Strachan.

5. CONSENT AGENDA: Mayor Gottlieb requested removal of item 5-J. A motion to approve the remainder of the Consent Agenda was offered by Commissioner Joel, seconded by Commissioner Auerbach, passed unanimously and the following action was taken:

- A. APPROVAL OF MINUTES:**
 - January 4, 2011 Commission Meeting
 - January 20, 2011 Special Meeting
 - January 20, 2011 Workshop Meeting

- B. Resolution No. 2011-09 was adopted as follows:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN DELVISTA TOWERS CONDOMINIUM ASSOCIATION AND THE CITY OF AVENTURA; 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. 2011-10** 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.

- D. **Resolution No. 2011-11** was adopted as follows:

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

- E. **Resolution No. 2011-12** was adopted as follows:

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

- F. **Resolution No. 2011-13** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN BONAVIDA CONDOMINIUM ASSOCIATION AND THE CITY OF AVENTURA; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

- G. Addressed as item 9.

- H. **Resolution No. 2011-15** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA ADOPTING THE CITY OF AVENTURA 2011 LEGISLATIVE PROGRAM AND PRIORITIES ATTACHED HERETO; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- I. **Resolution No. 2011-16** was adopted as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA SUPPORTING PREVENTATIVE MEASURES TO FIGHT OBESITY AS SET FORTH BY FIRST LADY OF THE UNITED STATES OF AMERICA MICHELLE OBAMA IN THE LET'S MOVE CAMPAIGN; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- K. The following motion was approved:

MOTION AUTHORIZING THE APPROPRIATION OF UP TO \$6,000 FOR THE LEO FOUNDATION FROM THE POLICE FORFEITURE FUND IN ACCORDANCE WITH THE CITY MANAGER'S MEMORANDUM.

The following item was removed from the Consent Agenda and addressed separately:

- J. Mr. Wolpin read the following resolution by title:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE CITY CHARTER AS PROVIDED BY THE CHARTER REVISION COMMISSION, IN ACCORDANCE WITH SECTION 7.06 OF THE CITY CHARTER; CONSISTING OF PROPOSED CHARTER AMENDMENTS CONCERNING PARAGRAPH (C) " LIMITATIONS ON LENGTHS OF SERVICE" OF SECTION 2.03 "ELECTION AND TERM OF OFFICE" OF THE CITY CHARTER ; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENTS TO THE CITY CHARTER TO BE HELD ON TUESDAY, THE 12TH DAY OF APRIL, 2011; PROVIDING NOTICE OF ELECTION; PROVIDING FOR MAIL

BALLOT ELECTION; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Wolpin then explained the Resolution initiated by the Charter Review Commission. A motion for approval was offered by Vice Mayor Diamond, seconded by Commissioner Weinberg, unanimously passed and **Resolution No. 2011-17** was adopted.

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

Mr. Wolpin read the following resolution by title and invoked the quasi-judicial procedures. Ex parte communications, if any, were disclosed by the Commission. Those offering testimony in this hearing was administered the oath by Mrs. Soroka.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA GRANTING CONDITIONAL USE APPROVAL TO PERMIT THE SALE OF BEER AND WINE AT THE TARGET STORE LOCATED AT 21265 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 Joel and seconded by Commissioner Stern. Community Development Director Joanne Carr addressed the Commission and entered the staff report into the record. Mayor Gottlieb opened the public hearing. The following individuals addressed the Commission: Lacey McFadden, representative of the applicant, and Bob Burroughs. There being no further speakers, the public hearing was closed. The motion for approval passed 5-1, with Commissioner Auerbach voting no and **Resolution No. 2011-18** was adopted.

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

9. **RESOLUTIONS – PUBLIC HEARING:** Mr. Wolpin read the following resolution by title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AMENDING RESOLUTION NO. 2006-22 WHICH PROVIDED A FEE SCHEDULE FOR ENGINEERING AND PUBLIC WORKS INSPECTION PERMIT AND REVIEW; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion for approval was offered by Commissioner Weinberg and seconded by Vice Mayor Diamond. Mayor Gottlieb opened the public hearing. There being no speakers, the public hearing was closed. The motion for approval passed unanimously and **Resolution No. 2011-14** was adopted.

10. **REPORTS:** As presented.
11. **PUBLIC COMMENTS:** Ariela Asceline, Krop High School, Howard Weinberg, Villages by the Bay.
12. **OTHER BUSINESS:** None.
13. **ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 6:55 p.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

Anyone wishing to appeal any decision made by the City Commission with respect to any matter considered at a meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



MINUTES
CITY COMMISSION
WORKSHOP MEETING
FEBRUARY 17, 2011 9 AM

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

CALL TO ORDER/ROLL CALL: The meeting was called to order at 9:00 a.m. by Mayor Susan Gottlieb. Present were Commissioners Zev Auerbach, Teri Holzberg, Billy Joel, Michael Stern, Luz Urbaz Weinberg, Vice Mayor Bob Diamond, Mayor Gottlieb, City Manager Eric M. Soroka, City Clerk M. Teresa Soroka and City Attorney Alan Gabriel. As a quorum was determined to be present, the meeting commenced.

(Item #2 addressed first)

- 1. NLC PRESCRIPTION DISCOUNT CARD PROGRAM** (City Manager): Mr. Soroka explained the program established by the National League of Cities to assist residents who are without health insurance or limited prescription coverage.
CITY MANAGER SUMMARY: Consensus to participate.
- 2. COUNTY LIBRARY BRANCH CONSTRUCTION UPDATE** (City Manager): Representatives of Miami-Dade County presented a power point presentation showing the design and construction of the proposed facility. Construction is set to begin July 2011 and proposed opening is January 2013.
CITY MANAGER SUMMARY: Commission requested that any efforts possible be made to expedite construction.
- 3. KEY TO THE CITY REQUEST** (Mayor Gottlieb): Mayor Gottlieb discussed presenting a Key to the City to patron of the arts Judy Drucker during the March Citizens Interested in the Arts luncheon.
CITY MANAGER SUMMARY: Consensus to approve.
- 4. ADJOURNMENT:** There being no further business to come before the Commission at this time, after motion made, seconded and unanimously passed, the meeting adjourned at 9:45 a.m.

Teresa M. Soroka, MMC, City Clerk

Approved by the Commission on _____.

Anyone wishing to appeal any decision made by the City Commission with respect to any matter considered at a meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: February 2, 2011

SUBJECT: **Traffic Control Jurisdiction Agreement – Mystic Pointe Master Association**



March 1, 2011 City Commission Meeting Agenda Item 5B

RECOMMENDATION

It is recommended that the City Commission authorize the execution of the attached Traffic Control Jurisdiction Agreement with Mystic Pointe Master Association, Inc. to provide traffic control jurisdiction by our Police Department over the private roads adjacent to the subject property. The Agreement will increase the visibility of the police force and enhance traffic enforcement.

BACKGROUND

The previous Traffic Control Jurisdiction Agreement has been updated to reflect changes in State law and police procedures. Therefore, we have requested all condominiums or homeowners associations to enter into the new agreement attached hereto.

In our continued efforts to provide improved police services to the community, we have initiated a program in the past that allows a condominium or homeowners associations to enter into an Agreement with the City to provide traffic control jurisdiction over a private roadway within the development. This permits the Police Department to conduct traffic enforcement activities on private property at the request of the owner.

Florida State Statute 316.006 allows municipalities to enter into such agreements provided they are reimbursed for the actual costs of traffic control and enforcement, the owner agrees to indemnify the City and provide liability insurance.

The City will bill the owner \$25.00 per hour for each officer required to perform the traffic enforcement detail when requested by the owner. Whenever possible, traffic

Memo to City Commission
Page 2

complaints made by the occupants of the property will be responded to and handled as a call for service, without charge to the owner.
The program has been received well by the community.

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

EMS/act

Attachment

CCO1722-11



ON THE BAY

MYSTIC POINTE MASTER ASSOCIATION



December 16, 2010

City Of Aventura Police Department
Police Chief- Steven Steinberg
19200 West Country Club Drive
Aventura, Florida 33180

Dear Chief Steinberg:

Attached herewith please find the duly executed Traffic Control Jurisdiction Agreement for the Mystic Pointe Master Association.

We have agreed to the changes that have been made and look forward to a continued cooperative agreement with the City of Aventura Police Department.

Please be so kind as to send a copy of the finalized agreement to our office upon the Commissions approval.

Sincerely
Mystic Pointe Master Association

A handwritten signature in cursive script that reads "Fern Tirone".

Fern Tirone
For the Board of Directors

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN MYSTIC POINTE MASTER ASSOCIATION AND THE CITY OF AVENTURA; 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 Traffic Control Jurisdiction Agreement between Mystic Pointe Master Association and the City of Aventura.

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

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY



TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT is made and entered into this 6 day of Dec, 2010
by and between Myrtle Pointe Boat Club Assn,
(the "Owner") and the City of Aventura, Florida, a Florida municipal corporation (the
"City").

RECITALS

A. Owner owns fee simple title to all the private roadways within the area
described as follows:

From Front Gate entrance in and around entire
Community
of Dade County, Florida, and commonly known as Myrtle Pointe Drive
(the "Private Roads").

B. Owner desires the City to exercise traffic control jurisdiction over the Private
Roads, and City desires to exercise such traffic control jurisdiction, pursuant to Florida
State Statutes 316.006.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
Owner and City agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated
herein by this reference.

2. Traffic Control Jurisdiction Services. The City agrees to exercise traffic control jurisdiction over the Private Roads in accordance with the following terms and conditions.

(a) City shall provide for Police Officers of its Police Department to patrol, by motor vehicle, the Private Roads, in accordance with the schedule and manpower indicated on Exhibit "A" attached hereto, subject to availability.

(b) In exercising such traffic control jurisdiction, the City shall enforce the traffic laws generally applicable to streets and highways under the City's original jurisdiction which are similar in nature to the Private Roads.

(c) The City's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to the jurisdictional authority presently exercised by the City over the Private Roads under law, and nothing herein shall be construed to limit or remove any such jurisdictional authority, the City agreeing to continue to provide such other police services as are otherwise provided under law.

(d) in addition to exercising traffic control jurisdiction over the Private Roads as indicated on Exhibit "A", the City shall be entitled to exercise traffic control jurisdiction, even when not requested by Owner; provided, however, the City shall not be entitled to any compensation from Owner pursuant to Paragraph 3 below for exercising such discretionary additional traffic control jurisdiction, although the City shall be entitled to retain all revenues from traffic citations issued by the City for violations of traffic laws along the Private Roads, in accordance with law.

(e) Nothing in this Agreement shall require, authorize or permit the City to exercise any control or responsibility concerning the installation or maintenance of traffic control devices.

3. Compensation.

(a) Routine Patrol Activity - Except as provided in subsection (b), Owner shall not be responsible to pay the City any compensation for performing routine patrol activity pursuant to this Agreement. Routine Patrol Activity shall mean a level of patrol activity equivalent to that which is randomly provided on public roads. The City shall be entitled to retain all revenues from traffic citations issued by the City for violation of traffic laws along the Private Roads as provided by law. This shall not preclude the assessment of impact fees or other fees provided by law.

(b) Extended Patrol Activity - Owner shall compensate City for extended patrol activities conducted by the City on the Private Roads at Owner's request in accordance with the rate schedule enumerated in Exhibit "B". Extended Patrol Activity shall mean any patrol outside of the scope of the City's routine patrol of the Private Roads requested by the Owner that requires more than one (1) hour additional patrol time within any twenty-four hour period.

4. Liability Not Increased. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City

than the City would ordinarily be subjected to when providing its normal police services as routinely provided throughout the City.

5. Term. The term of this Agreement shall be one (1) year commencing on the date hereof and ending one (1) year following the date hereof, and shall thereafter automatically continue for successive one (1) year terms, unless terminated by either party upon written notice to the other party given at least thirty (30) days prior to the expiration of the then-applicable one (1) year term.

6. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation between the parties for any controversy arising from or related to this Agreement shall be in the 11th Judicial Circuit in and for Miami-Dade County, Florida. The parties hereby voluntarily waive any right to trial by jury for any litigation between the parties which arises out of this Agreement or the provision of law enforcement services to Owner hereunder.

8. Indemnification and Insurance. Owner agrees to defend, indemnify and hold the City harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the City by reason of any property damage or bodily injury, including death, sustained by any person whomsoever, which said claim, demand, suit, loss, cost, expense or damage arises out of or is incidental to or in any way connected with this Agreement, and regardless of

Such insurance policy shall name the City and City's officers, agents and employees as additional insured with respect to traffic control or enforcement of the Private Roads and shall provide for 30 days prior written notice of any cancellation or change in scope or amount of coverage of such policy. Owner shall furnish City with a Certificate of Insurance evidencing compliance with the provisions of this section.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting one Agreement.

Signed, sealed and delivered
In the presence of:

John D. Prince

OWNER: James Schuppert, Pres

Richard [unclear] VP

By President + Vice President

CITY OF AVENTURA, a Florida
Municipal corporation

ATTEST:

Teresa M. Soroka, MMC
City Clerk

By _____
Eric M. Soroka, ICMA-CM
City Manager

Approved as to Legal Sufficiency:

City Attorney

Teresa M. Soroka, MMC
City Clerk

Eric M. Soroka, ICMA-CM
City Manager

Approved as to Legal Sufficiency:

City Attorney

EXHIBIT "A"

Patrol

Aventura Police Officers in marked police vehicles or motorcycles may patrol the Private Roads on a random basis each day. Whenever possible, Traffic complaints made by occupants of the property, will be responded to and handled as a call for service, without charge to the Owner. Traffic complaints that require Extended Patrol Activity, where the cost of service will be billed to the Owner, will only be conducted with prior approval of the Owner. When requested by the Owner to perform specific traffic enforcement duties, the Owner will be billed in accordance with Exhibit "B".

EXHIBIT "B"

Compensation

The City will bill the Owner \$25.00 per hour for each officer requested to perform the Extended Patrol Activity.

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: February 7, 2011

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and the City of Sunny Isles Beach**

March 1, 2011 City Commission Meeting Agenda Item 5C

RECOMMENDATION

It is recommended that the City Commission adopt the attached Resolution authorizing execution of the Law Enforcement Mutual Aid Agreement with the City of Sunny Isles Beach.

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

CCO1724-11

RESOLUTION NO. 2011-__

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

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 the City of Sunny Isles Beach 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 Zev Auerbach	___
Commissioner Teri Holzberg	___
Commissioner Billy Joel	___
Commissioner Michael Stern	___
Commissioner Luz Urbàez Weinberg	___
Vice Mayor Bob Diamond	___
Mayor Susan Gottlieb	___

Resolution No. 2011-__
Page 2

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

MUTUAL AID AGREEMENT

Between the City of Sunny Isles Beach Police Department and the City of Aventura Police Department

WHEREAS, it is the responsibility of the governments of the **City of Sunny Isles Beach**, Florida, and the **City of Aventura**, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

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

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

WHEREAS, the participating **Dade County** municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the **City of Sunny Isles Beach**, subdivision of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

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

Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

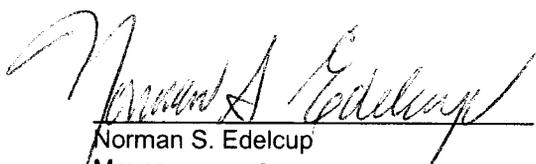
- B. **Agency or participating law enforcement agency:** Either the **City of Sunny Isles Beach Police Department** or the participating municipal police department.
 - C. **Agency Head:** Either the Chief of the **City of Sunny Isles Beach Police Department**, or the Chief's designees, and the Chief of Police of the participating municipal police department, or the Chief's designees.
 - D. **Participating municipal police department:** The police department of any municipality in **Dade County**, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
 - E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.
4. Operations:
- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
 - B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
 - C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:
 - A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
 - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2016**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

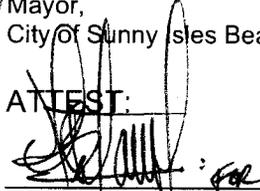
AGREED AND ACKNOWLEDGED this ____ day of _____, 20__.



Norman S. Edelcup
Mayor,
City of Sunny Isles Beach, FL

Eric M. Soroka
City Manager,
City of Aventura, FL

ATTEST:

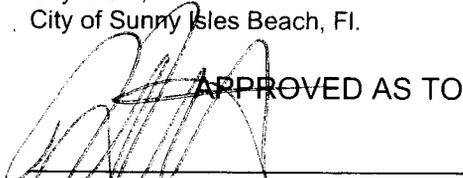


Jane A. Hines
City Clerk,
City of Sunny Isles Beach, FL

ATTEST:

Teresa M. Soroka
City Clerk,
City of Aventura, FL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Hans Ottino
City Attorney,
City of Sunny Isles Beach, FL

City Attorney,
City of Aventura, FL

**JOINT DECLARATION
OF THE CHIEF OF THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT
AND THE CHIEF OF THE CITY OF AVENTURA POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

participating in law enforcement activities that are preplanned and approved by each respective agency head, or

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

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

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes
3. Any natural 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 or disturbances within detention facilities
7. Hostage and barricaded subject situations, and aircraft piracy
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons 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 of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information
15. Joint training in areas of mutual need
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries

DATE: _____



Dwight P. Snyder
Interim Chief of Police.
Sunny Isles Beach, Florida

DATE: 2/7/11



Steve Steinberg
Chief of Police
Aventura, Florida

ATTEST: _____



Hans Olinot,
City Attorney,
Sunny Isles Beach, Florida.

ATTEST: _____

City Attorney,
Aventura, Florida

**JOINT DECLARATION AMENDMENT UNDER
CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT AND THE CITY OF
AVENTURA POLICE DEPARTMENT'S
MUTUAL AID AGREEMENT**

This Agreement amends the Joint Declaration under the Mutual Aid Agreement of _____, 20____, to include and permit concurrent **marine patrol** related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **City of Sunny Isles Beach** and the **City of Aventura** to the following conditions of concurrent marine patrol related jurisdiction:

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

This Amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint

Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

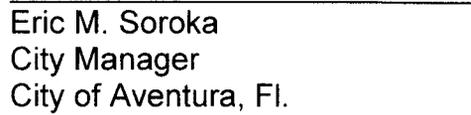
I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **City of Sunny Isles Beach Police Department** and the **City of Aventura Police Department**.

Date



Norman S. Edelcup
Mayor
City of Sunny Isles Beach, Florida

Date



Eric M. Soroka
City Manager
City of Aventura, Fl.



Dwight P. Snyder
Interim Chief of Police
City of Sunny Isles Beach, Florida



Steve Steinberg
Chief of Police
City of Aventura, Fl.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: February 7, 2011

SUBJECT: **Resolution Declaring Equipment Surplus**

March 1, 2011 Commission Meeting Agenda Item 5D

RECOMMENDATION

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

BACKGROUND

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

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

EMS/act

Attachment

CCO1725-11

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA DECLARING CERTAIN PROPERTY LISTED UNDER THE ASSETS OF THE CITY AS SURPLUS TO THE NEEDS OF THE CITY; DESCRIBING THE MANNER OF DISPOSAL; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager desires to declare certain property as surplus to the needs of the City; and

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

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

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

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

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

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

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA
POLICE DEPARTMENT
INTER OFFICE MEMORANDUM

TO: Eric M. Soroka, City Manager
FROM:  Steven Steinberg, Chief of Police
DATE: 8 February 2011
SUBJECT: Surplus Property

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

Please surplus the attached Police Department property:

1 KEL system unit

CITY OF AVENTURA

COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

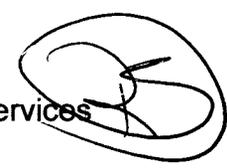
TO: Eric M. Soroka, ICMA-CM, City Manager

FROM: Robert M. Sherman, Director of Community Services

BY: Alan J. Levine, Public Works Operations Manager

DATE: February 18, 2011

SUBJECT: **Surplus Property**



Please have the City property listed below declared as Surplus Property as this item has become cost prohibited to maintain and inadequate for department purposes:

2004 GMC Envoy Identification Number 1GKDS13SX42406770

RMS/gf

RMS11006

CITY OF AVENTURA
COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

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

FROM: Robert M. Sherman, Director of Community Services 

BY: Kimberly Merchant, Community Recreation Center Manager

DATE: February 18, 2011

SUBJECT: **Surplus Property**

Please have the City property listed below declared as Surplus Property as these items are no longer in use by the Community Services Department:

Forty 2003 Stackable Hon Chairs – Model Number 4031

RMS/gf

RMS11007

CITY OF AVENTURA

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: February 10, 2011

SUBJECT: **Traffic Control Jurisdiction Agreement – North Tower at the Point Condominium**

March, 2011 City Commission Meeting Agenda Item *S-E*

RECOMMENDATION

It is recommended that the City Commission authorize the execution of the attached Traffic Control Jurisdiction Agreement with North Tower at the Point Condominium to provide traffic control jurisdiction by our Police Department over the private roads adjacent to the subject property. The Agreement will increase the visibility of the police force and enhance traffic enforcement.

BACKGROUND

The previous Traffic Control Jurisdiction Agreement has been updated to reflect changes in State law and police procedures. Therefore, we have requested all condominiums or homeowners associations to enter into the new agreement attached hereto.

In our continued efforts to provide improved police services to the community, we have initiated a program in the past that allows a condominium or homeowners associations to enter into an Agreement with the City to provide traffic control jurisdiction over a private roadway within the development. This permits the Police Department to conduct traffic enforcement activities on private property at the request of the owner.

Florida State Statute 316.006 allows municipalities to enter into such agreements provided they are reimbursed for the actual costs of traffic control and enforcement, the owner agrees to indemnify the City and provide liability insurance.

The City will bill the owner \$25.00 per hour for each officer required to perform the traffic enforcement detail when requested by the owner. Whenever possible, traffic

Memo to City Commission
Page 2

complaints made by the occupants of the property will be responded to and handled as a call for service, without charge to the owner.

The program has been received well by the community.

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

EMS/act

Attachment

CCO1726-11

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN NORTH TOWER AT THE POINT CONDOMINIUM ASSOCIATION AND THE CITY OF AVENTURA; 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 Traffic Control Jurisdiction Agreement between North Tower at the Point Condominium Association and the City of Aventura.

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

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY



TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of December, 2010
by and between North Tower at The Point Condominium Association
(the "Owner") and the City of Aventura, Florida, a Florida municipal corporation (the
"City").

RECITALS

A. Owner owns fee simple title to all the private roadways within the area
described as follows:

North Tower at The Point and all roads
within

of Dade County, Florida, and commonly known as _____
(the "Private Roads").

B. Owner desires the City to exercise traffic control jurisdiction over the Private
Roads, and City desires to exercise such traffic control jurisdiction, pursuant to Florida
State Statutes 316.006.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
Owner and City agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated
herein by this reference.

2. Traffic Control Jurisdiction Services. The City agrees to exercise traffic control jurisdiction over the Private Roads in accordance with the following terms and conditions.

(a) City shall provide for Police Officers of its Police Department to patrol, by motor vehicle, the Private Roads, in accordance with the schedule and manpower indicated on Exhibit "A" attached hereto, subject to availability.

(b) In exercising such traffic control jurisdiction, the City shall enforce the traffic laws generally applicable to streets and highways under the City's original jurisdiction which are similar in nature to the Private Roads.

(c) The City's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to the jurisdictional authority presently exercised by the City over the Private Roads under law, and nothing herein shall be construed to limit or remove any such jurisdictional authority, the City agreeing to continue to provide such other police services as are otherwise provided under law.

(d) In addition to exercising traffic control jurisdiction over the Private Roads as indicated on Exhibit "A", the City shall be entitled to exercise traffic control jurisdiction, even when not requested by Owner; provided, however, the City shall not be entitled to any compensation from Owner pursuant to Paragraph 3 below for exercising such discretionary additional traffic control jurisdiction, although the City shall be entitled to retain all revenues from traffic citations issued by the City for violations of traffic laws along the Private Roads, in accordance with law.

(e) Nothing in this Agreement shall require, authorize or permit the City to exercise any control or responsibility concerning the installation or maintenance of traffic control devices.

3. Compensation.

(a) Routine Patrol Activity - Except as provided in subsection (b), Owner shall not be responsible to pay the City any compensation for performing routine patrol activity pursuant to this Agreement. Routine Patrol Activity shall mean a level of patrol activity equivalent to that which is randomly provided on public roads. The City shall be entitled to retain all revenues from traffic citations issued by the City for violation of traffic laws along the Private Roads as provided by law. This shall not preclude the assessment of impact fees or other fees provided by law.

(b) Extended Patrol Activity - Owner shall compensate City for extended patrol activities conducted by the City on the Private Roads at Owner's request in accordance with the rate schedule enumerated in Exhibit "B". Extended Patrol Activity shall mean any patrol outside of the scope of the City's routine patrol of the Private Roads requested by the Owner that requires more than one (1) hour additional patrol time within any twenty-four hour period.

4. Liability Not Increased. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City

than the City would ordinarily be subjected to when providing its normal police services as routinely provided throughout the City.

5. Term. The term of this Agreement shall be one (1) year commencing on the date hereof and ending one (1) year following the date hereof, and shall thereafter automatically continue for successive one (1) year terms, unless terminated by either party upon written notice to the other party given at least thirty (30) days prior to the expiration of the then-applicable one (1) year term.

6. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

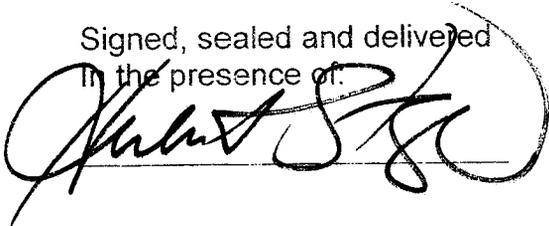
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation between the parties for any controversy arising from or related to this Agreement shall be in the 11th Judicial Circuit in and for Miami-Dade County, Florida. The parties hereby voluntarily waive any right to trial by jury for any litigation between the parties which arises out of this Agreement or the provision of law enforcement services to Owner hereunder.

8. Indemnification and Insurance. Owner agrees to defend, indemnify and hold the City harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the City by reason of any property damage or bodily injury, including death, sustained by any person whomsoever, which said claim, demand, suit, loss, cost, expense or damage arises out of or is incidental to or in any way connected with this Agreement, and regardless of

whether such claim, demand, suit, loss, damage, cost or expense is caused in whole or in part by City's negligence, or by the negligence of City's agents, servants or employees. In support, but not in limitation of this indemnification provision, Owner hereby agrees to maintain and pay all premiums for a policy of comprehensive general liability insurance in an amount of not less than \$300,000 combined single limit insurance covering any occurrence on or adjacent to the Private Roads described above, resulting in property damage or bodily injury or death to person or persons. Such insurance policy shall name the City and City's officers, agents and employees as additional insured with respect to traffic control or enforcement of the Private Roads and shall provide for 30 days prior written notice of any cancellation or change in scope or amount of coverage of such policy. Owner shall furnish City with a Certificate of Insurance evidencing compliance with the provisions of this section.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting one Agreement.

Signed, sealed and delivered
in the presence of:



HERBERT SANTIAGO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD997821
Expires 9/29/2014

ATTEST:

OWNER:


MARSHA Hoffmann - Pres.

By _____

CITY OF AVENTURA, a Florida
Municipal corporation

By _____

Teresa M. Soroka, MMC
City Clerk

Eric M. Soroka, ICMA-CM
City Manager

Approved as to Legal Sufficiency:

City Attorney

EXHIBIT "A"

Patrol

Aventura Police Officers in marked police vehicles or motorcycles may patrol the Private Roads on a random basis each day. Whenever possible, Traffic complaints made by occupants of the property, will be responded to and handled as a call for service, without charge to the Owner. Traffic complaints that require Extended Patrol Activity, where the cost of service will be billed to the Owner, will only be conducted with prior approval of the Owner. When requested by the Owner to perform specific traffic enforcement duties, the Owner will be billed in accordance with Exhibit "B".

EXHIBIT "B"

Compensation

The City will bill the Owner \$25.00 per hour for each officer requested to perform the Extended Patrol Activity.



Aventura Police Department

Internationally Accredited Police Service

19200 West Country Club Drive • Aventura, Florida 33180

(305) 466-8989 Fax (305) 466-8990



Eric M. Soroka
City Manager

Steven Steinberg
Chief of Police

17 November 2010

To Whom It May Concern:

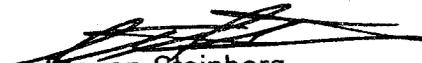
This letter is to notify your condominium, organization or business that effective this date the current Traffic Control Jurisdiction Agreement you have on file with the Aventura Police Department is no longer valid.

The agreement has undergone minor revisions and as such a new agreement must be approved and signed by your condominium, organization or business. Once your new agreement has been properly executed, please return it to our Crime Prevention Officer, Ernie Long.

The new agreement must then be approved by the Aventura City Commission at the next available commission meeting to be valid. Once your agreement has been received and Commission approved, our officers can once again conduct traffic enforcement on your property.

Thank you for your understanding and cooperation in this matter.

Sincerely,


Steven Steinberg
Chief of Police

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 *afj*

DATE: February 17, 2011

SUBJECT: **Bid No: 11-02-14-2 – NE 29th Avenue/NE 187th Street and NE 34th Avenue Milling & Resurfacing Improvements**

March 1, 2011 City Commission Meeting Agenda Item 5F

Recommendation

It is recommended that the City Commission adopt the attached Resolution awarding Bid No. 11-02-14-2, NE 29th Avenue/NE 187th Street and NE 34th Avenue Milling & Resurfacing Improvements to the lowest responsible and responsive bidder, H&R Paving, Inc. for the price of \$247,229. This project is included in the Capital Improvements Program with a \$505,000 budget amount and will be funded by Budget Line Item Number 001-8050-541-6305.

Background

In accordance with the City's Purchasing Ordinance, bids for this project were solicited, advertised, and opened on February 14, 2011. The City received six (6) bids for this project. The three (3) lowest bids are as follows:

H&R Paving, Inc.	\$247,229.00
General Asphalt Co., Inc.	\$300,420.00
Florida Engineering & Development, Corp.	\$311,737.45

This Bid allows for milling and resurfacing of asphalt on NE 29th Avenue from NE 191st Street south to NE 187th Street and west to NE 28th CT. In addition, it provides for milling and resurfacing on NE 34th Avenue from NE 207th Street to NE 213th Street. Drainage repairs adjacent to NE 28th CT and NE 187th Street are also included in the bid amount.

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

MEMORANDUM

CRAVEN THOMPSON AND ASSOCIATES, INC.

Date: February 16, 2011

To: Tony Tomei, City of Aventura – Capital Projects Manager

From: Chad E. Edwards, P.E., Consulting Engineer

Reference: 34th Avenue & 29th Avenue Milling and Resurfacing
Bid Package Review – Bid Number 11-02-14-2

At your request, we have reviewed the bid results for the above referenced project and have checked the qualifications and references for the apparent low bidder H & R Paving, Inc. (H&R Paving). A total of six (6) bids were received, ranging price from \$247,229.00 to \$472,132.50. We spoke with representatives from the Florida Department of Transportation (FDOT) The City of Doral, and Miami-Dade County Public Works Department (MDCPW) regarding the qualifications and past performance by H&R Paving on similar projects. All agencies described H&R Paving as a qualified firm and capable of performing the type of work required under this contract. There were no substantive problems or issues with Change Orders. They also indicated that H&R Paving had met the contract requirements and time frames on past projects. Overall, we received a mixed review regarding H&R Paving's performance on past projects. MDCPW had no issues with the work performed by H&R Paving, while FDOT had some issue with management and work product.

Please note that the submitted base bid from H&R Paving was \$241,229.00, but the sum of the individual line items totaled \$247,229.00. H&R Paving failed to include line item 1 which is General Conditions, and line item 3 which is for Maintenance of Traffic. Both of these two line items combined total \$6,000.00. Based upon the City Attorney's clarification we are recommending award of the contract for \$247,229.00 and not the submitted base bid of \$241,229.00.

Based on our review of the bids and reference checks, it is my professional opinion that H&R Paving is qualified to perform the work under this contract and has successfully performed similar types of roadway work for government agencies in the past. Therefore, I am recommending the award of the contract for this project to H & R Paving, Inc. as the lowest responsive, responsible bidder in the amount of \$247,229.00.

If you have any questions or require any additional information, please call.

SECTION 00410

BID FORM

THIS BID IS SUBMITTED TO:

City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180
BID FOR: NE 29th Avenue & NE 34th Avenue Milling and Resurfacing
BID No: 11-2-14-2

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Aventura in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

- 1. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. #1 Dated: FEB-6-2011
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

- (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

NE 29th Avenue & NE 34th Avenue Milling and Resurfacing
City of Aventura Bid No. 11-2-14-2
CTA Project No. 01-0103.141

- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given Consultant written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Consultant is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the City.

3. BIDDER understands and agrees that the Contract Price is lump sum to furnish and install all of the Work complete in place. The Schedule of Values is provided for the purpose of Bid Evaluation and when initiated by the City, the pricing of change orders. Contractor's price will not be adjusted to reflect any deviation from the Schedule Of Values, except to the extent that the City changes the scope of Project after the Contract Date.

As such the Contractor shall furnish all labor, materials, equipment, tools superintendence and services necessary to provide a complete in place Project for the Bid Price of:

TWO HUNDRED THOUSAND, FORTY ONE THOUSAND
~~¢~~ TWO HUNDRED & TWENTY NINE — dollars and
- ZERO - cents LUMP SUM
 (Written Total Bid Price - From Schedule Of Values)

BIDDER agrees that the work will be complete in full within 120 calendar days from the date stipulated in the Notice to Proceed. If Bid Alternates are awarded, then the completion time for the work covered under the Bid Alternates will be agreed to prior to the issuance of the Notice to Proceed.

4. Communications concerning this Bid shall be addressed to:

BIDDER:

H & R PAVING, INC.

Address:

1955 NW 110 AVE. MIAMI, FL 33172

Telephone

305-261-3005

Facsimile Number

305-592-6079

Attention:

ABE RODRIGUEZ

5. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY FEBRUARY 14th, 2011.

SECTION 00410
SCHEDULE OF VALUES
FOR LUMP SUM
CONTRACT
GENERAL REQUIREMENTS

Item	Quantity	Description	Unit	Unit Price	Extended Cost
<u>GENERAL</u>					
1	1	GENERAL CONDITIONS	LS	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
2	1	MOBILIZATION	LS	\$ 12,593. ⁰⁰	\$ 12,593. ⁰⁰
3	1	MAINTENANCE OF TRAFFIC	LS	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
SUB-TOTAL					\$ 12,593. ⁰⁰
a75, 2/17/11					\$ 18,593
<u>DRAINAGE IMPROVEMENTS</u>					
4	1	INSTALL NEW DRAINAGE INLET GRATE	EA	\$ 650. ⁰⁰	\$ 650. ⁰⁰
5	39	REMOVE EXISTING DRAINAGE PIPE	LF	\$ 5. ⁰⁰	\$ 195. ⁰⁰
6	3	REMOVE EXISTING DRAINAGE STRUCTURE	EA	\$ 350. ⁰⁰	\$ 1,050. ⁰⁰
7	3	CORE DRILL AND CONNECT EXISTING DRAINAGE STRUCTURE	EA	\$ 500. ⁰⁰	\$ 1,500. ⁰⁰
8	116	18" RCP DRAINAGE PIPE	LF	\$ 52. ⁰⁰	\$ 6,032. ⁰⁰
9	24	24" CMP DRAINAGE PIPE	LF	\$ 48. ⁰⁰	\$ 1,152. ⁰⁰
10	3	INSTALL M-4 DRAINAGE STRUCTURE	EA	\$ 2,200. ⁰⁰	\$ 6,600. ⁰⁰

NE 29th Avenue & NE 34th Avenue Milling and Resurfacing
City of Aventura Bid No. 11-2-14-2
CTA Project No. 01-0103.141

11	4	CONNECT NEW DRAINAGE PIPE TO EXISTING DRAINAGE PIPE	EA	\$ 500. ⁰⁰	\$ 2,000. ⁰⁰
12	250	CURB, SIDEWALK, AND PAVEMENT RESTORATION	SY	\$ 40. ⁰⁰	\$ 10,000. ⁰⁰
SUB-TOTAL					\$ <u>29,179.⁰⁰</u>
<u>ROADWAY IMPROVEMENTS</u>					
13	87	REMOVE EXISTING CURB	LF	\$ 10. ⁰⁰	\$ 870. ⁰⁰
14	70	REMOVE EXISTING CONCRETE SIDEWALK	SY	\$ 5. ⁰⁰	\$ 350. ⁰⁰
15	22,275	MILL 1" OF ASPHALT	SY	\$ 1.90	\$ 42,322. ⁵⁰
16	22,275	INSTALL 1" ASPHALTIC CONCRETE (TYPE S-III), INCLUDING TACK COAT	SY	\$ 4.50	\$ 100,237. ⁵⁰
17	20	TYPE "D" CURB	LF	\$ 18. ⁰⁰	\$ 360. ⁰⁰
18	12	TYPE "E" CURB	LF	\$ 20. ⁰⁰	\$ 240. ⁰⁰
19	55	TYPE "F" CURB	LF	\$ 28. ⁰⁰	\$ 1,540. ⁰⁰
20	70	INSTALL CONCRETE SIDEWALK	SY	\$ 30. ⁰⁰	\$ 2,100. ⁰⁰
21	25	POTHOLE RESTORATION	SY	\$ 16. ⁰⁰	\$ 400. ⁰⁰
22	6	ADJUST EXISTING VALVE	EA	\$ 150. ⁰⁰	\$ 900. ⁰⁰
23	1	ADJUST EXISTING METER BOX	EA	\$ 150. ⁰⁰	\$ 150. ⁰⁰
24	2	INSTALL DETECTABLE WARNING (INCLUDING CONCRETE)	EA	\$ 200. ⁰⁰	\$ 400. ⁰⁰
25	9	REMOVE EXISTING SIDEWALK AND CONSTRUCT ADA RAMP W/ DETECTABLE WARNINGS PER FDOT INDEX	EA	\$ 1,200. ⁰⁰	\$ 10,800. ⁰⁰
26	1	RESTORE EXISTING LOOP DETECTORS	LS	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
SUB-TOTAL					\$ <u>162,670.⁰⁰</u>

NE 29th Avenue & NE 34th Avenue Milling and Resurfacing
City of Aventura Bid No. 11-2-14-2
CTA Project No. 01-0103.141

PAVEMENT MARKINGS

27	1	INSTALL PAVEMENT MARKINGS (THERMOPLASTIC)	LS	\$ 18,000. ⁰⁰	\$ 18,000. ⁰⁰
28	2	REMOVE AND REINSTALL EXISTING TRAFFIC SIGN	EA	\$ 50. ⁰⁰	\$ 100. ⁰⁰
29	1	REMOVE AND REPLACE W1-1 SIGN	EA	\$ 175. ⁰⁰	\$ 175. ⁰⁰
30	1	TEMPORARY PAVEMENT MARKINGS	LS	\$ 8,512. ⁰⁰	\$ 8,512. ⁰⁰

SUB-TOTAL \$ 26,787.⁰⁰

31	1	ALLOWANCE FOR CITY OF AVENTURA POLICE DEPARTMENT PRESENCE (\$40/HR)	LS	\$10,000	\$10,000
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TOTAL BASE BID
INCLUDING OFF DUTY
AVENTURA POLICE

\$ ~~241,229.⁰⁰~~
247,229.00/00 AFS, 2/17/11

~~BID ALTERNATE NO. 1~~

32	1	PRESSURE CLEAN ALL EXISTING SIDEWALK AND CURBING WITHIN THE PROJECT LIMITS (INCLUDING ALL ASSOCIATED WATER COSTS)	LS	\$ 5,000.⁰⁰	\$ 5,000.⁰⁰
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BID ALTERNATE NOT TO BE
AWARDED

AFS, 2/17/11

TOTAL BID ALTERNATE NO. 1

\$ ~~5,000.⁰⁰~~

NOTE: CITY RESERVES THE RIGHT TO AWARD THE BID BASED ON AN EVALUATION OF EITHER THE
BASE BID, BID ALTERNATE, OR A COMBINATION OF BASE BID AND BID ALTERNATE.

NE 29th Avenue & NE 34th Avenue Milling and Resurfacing
City of Aventura Bid No. 11-2-14-2
CTA Project No. 01-0103.141

BIDDER understands and agrees that the Contract Price is lump sum to furnish and install all of the Work complete in place. The Schedule of Values is provided for the purpose of Bid Evaluation and when initiated by the City, the pricing of change orders. Contractor's price will not be adjusted to reflect any deviation from the Schedule of Values, except to the extent that the City changes the scope of Project after the Contract Date.

Allowance Items will be paid based on the actual cost for each item. Any allowance item, or portion of an allowance item, that is not used shall be reconciled at the completion of the project and deleted from the Contract.

SIGNATURE PAGE FOR A CORPORATION

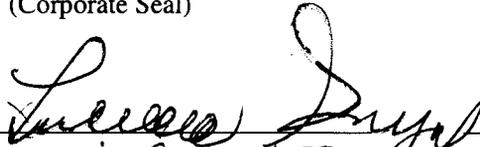
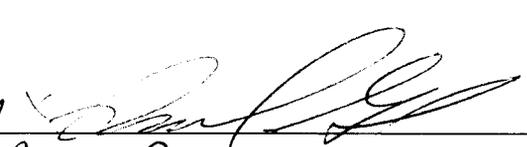
By: H & R PAVING, INC.
(Corporation Name)

FL
(State of Incorporation)

By: RAUL GONZALEZ
(Name of Person Authorized to Sign)

PRESIDENT
(Title)

(Corporate Seal)

Attest: 
LUCRECIA GONZALEZ
SECRET. / TREASURER

RAUL GONZALEZ
PRESIDENT
(President)

Business address: 1955 NW 110 AVE.
MIAMI, FL 33172

Phone No: 305-261-3005 Facsimile No: 305-592-6079

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AWARDED AND LETTING A BID/CONTRACT FOR BID NO. 11-02-14-2, NE 29 AVENUE, NE 187 ST AND NE 34 AVENUE MILLING AND RESURFACING IMPROVEMENTS, TO H&R PAVING, INC. AT THE BID PRICE OF \$247,229; 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. 11-02-14-2, NE 29th Avenue, NE 187th Street and NE 34th Avenue Milling and Resurfacing Improvements; 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 H&R Paving, Inc. has 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 bid/contract for BID NO. 11-02-14-2, NE 29th Avenue, NE 187th Street and NE 34th Avenue Milling and Resurfacing Improvements, is hereby

awarded to H&R Paving, Inc. in the amount of \$247,229.

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 Number 001-8050-541-6305.

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: February 17, 2011

SUBJECT: **Traffic Control Jurisdiction Agreement – Aventura Lakes Association**

March 1, 2011 City Commission Meeting Agenda Item 5-6

RECOMMENDATION

It is recommended that the City Commission authorize the execution of the attached Traffic Control Jurisdiction Agreement with Aventura Lakes Association to provide traffic control jurisdiction by our Police Department over the private roads adjacent to the subject property. The Agreement will increase the visibility of the police force and enhance traffic enforcement.

BACKGROUND

The previous Traffic Control Jurisdiction Agreement has been updated to reflect changes in State law and police procedures. Therefore, we have requested all condominiums or homeowners associations to enter into the new agreement attached hereto.

In our continued efforts to provide improved police services to the community, we have initiated a program in the past that allows a condominium or homeowners associations to enter into an Agreement with the City to provide traffic control jurisdiction over a private roadway within the development. This permits the Police Department to conduct traffic enforcement activities on private property at the request of the owner.

Florida State Statute 316.006 allows municipalities to enter into such agreements provided they are reimbursed for the actual costs of traffic control and enforcement, the owner agrees to indemnify the City and provide liability insurance.

The City will bill the owner \$25.00 per hour for each officer required to perform the traffic enforcement detail when requested by the owner. Whenever possible, traffic complaints made by the occupants of the property will be responded to and handled as a call for service, without charge to the owner.

Memo to City Commission
Page 2

The program has been received well by the community.

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

EMS/act

Attachment

CCO1727-11

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED TRAFFIC CONTROL JURISDICTION AGREEMENT BETWEEN AVENTURA LAKES ASSOCIATION AND THE CITY OF AVENTURA; 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 Traffic Control Jurisdiction Agreement between Aventura Lakes Association and the City of Aventura.

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

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

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

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

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY



TRAFFIC CONTROL JURISDICTION AGREEMENT

THIS AGREEMENT is made and entered into this 4 day of February, 2011
by and between Aventura Lakes Association,
(the "Owner") and the City of Aventura, Florida, a Florida municipal corporation (the
"City").

RECITALS

A. Owner owns fee simple title to all the private roadways within the area
described as follows:

The Entire Community
(Aventura Lakes)

of Dade County, Florida, and commonly known as _____
(the "Private Roads").

B. Owner desires the City to exercise traffic control jurisdiction over the Private
Roads, and City desires to exercise such traffic control jurisdiction, pursuant to Florida
State Statutes 316.006.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
Owner and City agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated
herein by this reference.

2. Traffic Control Jurisdiction Services. The City agrees to exercise traffic control jurisdiction over the Private Roads in accordance with the following terms and conditions.

(a) City shall provide for Police Officers of its Police Department to patrol, by motor vehicle, the Private Roads, in accordance with the schedule and manpower indicated on Exhibit "A" attached hereto, subject to availability.

(b) In exercising such traffic control jurisdiction, the City shall enforce the traffic laws generally applicable to streets and highways under the City's original jurisdiction which are similar in nature to the Private Roads.

(c) The City's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to the jurisdictional authority presently exercised by the City over the Private Roads under law, and nothing herein shall be construed to limit or remove any such jurisdictional authority, the City agreeing to continue to provide such other police services as are otherwise provided under law.

(d) In addition to exercising traffic control jurisdiction over the Private Roads as indicated on Exhibit "A", the City shall be entitled to exercise traffic control jurisdiction, even when not requested by Owner; provided, however, the City shall not be entitled to any compensation from Owner pursuant to Paragraph 3 below for exercising such discretionary additional traffic control jurisdiction, although the City shall be entitled to retain all revenues from traffic citations issued by the City for violations of traffic laws along the Private Roads, in accordance with law.

(e) Nothing in this Agreement shall require, authorize or permit the City to exercise any control or responsibility concerning the installation or maintenance of traffic control devices.

3. Compensation.

(a) Routine Patrol Activity - Except as provided in subsection (b), Owner shall not be responsible to pay the City any compensation for performing routine patrol activity pursuant to this Agreement. Routine Patrol Activity shall mean a level of patrol activity equivalent to that which is randomly provided on public roads. The City shall be entitled to retain all revenues from traffic citations issued by the City for violation of traffic laws along the Private Roads as provided by law. This shall not preclude the assessment of impact fees or other fees provided by law.

(b) Extended Patrol Activity - Owner shall compensate City for extended patrol activities conducted by the City on the Private Roads at Owner's request in accordance with the rate schedule enumerated in Exhibit "B". Extended Patrol Activity shall mean any patrol outside of the scope of the City's routine patrol of the Private Roads requested by the Owner that requires more than one (1) hour additional patrol time within any twenty-four hour period.

4. Liability Not Increased. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City

than the City would ordinarily be subjected to when providing its normal police services as routinely provided throughout the City.

5. Term. The term of this Agreement shall be one (1) year commencing on the date hereof and ending one (1) year following the date hereof, and shall thereafter automatically continue for successive one (1) year terms, unless terminated by either party upon written notice to the other party given at least thirty (30) days prior to the expiration of the then-applicable one (1) year term.

6. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation between the parties for any controversy arising from or related to this Agreement shall be in the 11th Judicial Circuit in and for Miami-Dade County, Florida. The parties hereby voluntarily waive any right to trial by jury for any litigation between the parties which arises out of this Agreement or the provision of law enforcement services to Owner hereunder.

8. Indemnification and Insurance. Owner agrees to defend, indemnify and hold the City harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the City by reason of any property damage or bodily injury, including death, sustained by any person whomsoever, which said claim, demand, suit, loss, cost, expense or damage arises out of or is incidental to or in any way connected with this Agreement, and regardless of

Teresa M. Soroka, MMC
City Clerk

Eric M. Soroka, ICMA-CM
City Manager

Approved as to Legal Sufficiency:

City Attorney

whether such claim, demand, suit, loss, damage, cost or expense is caused in whole or in part by City's negligence, or by the negligence of City's agents, servants or employees. In support, but not in limitation of this indemnification provision, Owner hereby agrees to maintain and pay all premiums for a policy of comprehensive general liability insurance in an amount of not less than \$300,000 combined single limit insurance covering any occurrence on or adjacent to the Private Roads described above, resulting in property damage or bodily injury or death to person or persons. Such insurance policy shall name the City and City's officers, agents and employees as additional insured with respect to traffic control or enforcement of the Private Roads and shall provide for 30 days prior written notice of any cancellation or change in scope or amount of coverage of such policy. Owner shall furnish City with a Certificate of Insurance evidencing compliance with the provisions of this section.

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting one Agreement.

Signed, sealed and delivered
in the presence of:

Edith Schecter

NOTARY PUBLIC-STATE OF FLORIDA
Edith Schecter
Commission # DD665906
Expires: APR. 22, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

ATTEST:

OWNER:

Aventura Lakes

By Ann M. Berger

CITY OF AVENTURA, a Florida
Municipal corporation

By _____

EXHIBIT "A"

Patrol

Aventura Police Officers in marked police vehicles or motorcycles may patrol the Private Roads on a random basis each day. Whenever possible, Traffic complaints made by occupants of the property, will be responded to and handled as a call for service, without charge to the Owner. Traffic complaints that require Extended Patrol Activity, where the cost of service will be billed to the Owner, will only be conducted with prior approval of the Owner. When requested by the Owner to perform specific traffic enforcement duties, the Owner will be billed in accordance with Exhibit "B".

EXHIBIT "B"

Compensation

The City will bill the Owner \$25.00 per hour for each officer requested to perform the Extended Patrol Activity.

CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: February 17, 2011

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and the Town of Surfside**

March 1, 2011 City Commission Meeting Agenda Item 5-H

RECOMMENDATION

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

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

CCO1729-11

RESOLUTION NO. 2011-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY TO EXECUTE AND OTHERWISE ENTER INTO THE ATTACHED MUTUAL AID AGREEMENT BETWEEN THE CITY OF AVENTURA AND THE TOWN OF SURFSIDE 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 the Town of Surfside 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 Zev Auerbach	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbáez Weinberg	_____
Vice Mayor Bob Diamond	_____
Mayor Susan Gottlieb	_____

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

SUSAN GOTTLIEB, MAYOR

ATTEST:

TERESA M. SOROKA, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

MUTUAL AID AGREEMENT

Between the Town of Surfside Police Department and the City of Aventura Police Department

WHEREAS, it is the responsibility of the governments of the Town of Surfside, Florida, and the City of Aventura, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

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

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23.12, Florida Statutes, the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

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

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

Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

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

4. **Operations:**

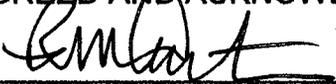
- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative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

5. Powers, Privileges, Immunities, and Costs:
- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
 - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
5. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

6. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
7. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
8. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2016**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
9. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this 1 day of February, 2011.



Roger M. Carlton
Town Manager
Town of Surfside, FL

Eric M. Soroka
City Manager
City of Aventura, FL

ATTEST:

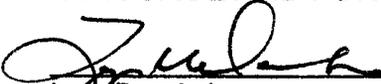


Debra Eastman
Town Clerk
Town of Surfside, FL

ATTEST:

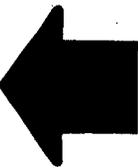
Teresa M. Soroka
City Clerk
City of Aventura, FL

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:



Lynn Dannheisser
Town Attorney
Town of Surfside, FL

David Wolpin
City Attorney
City of Aventura, FL



**JOINT DECLARATION
OF THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT AND
THE CHIEF OF THE CITY OF AVENTURA POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

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

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural 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 or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons 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 of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
15. Joint training in areas of mutual need.
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries.
18. Concurrent marine patrol related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction.
19. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
20. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are

required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.

- 21. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50-50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. The jurisdiction of civil forfeiture action shall be filed by the seizing agency.
- 22. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of Mutual Aid Agreement.

DATE: 2-7-11

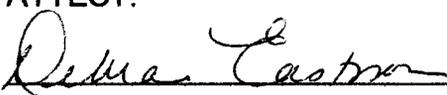
DATE: 2/14/11



David Allen
Chief of Police
Town of Surfside Police Department
Surfside, Florida



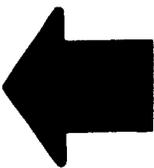
Steven Steinberg
Chief of Police
City of Aventura Police Department
Aventura, Florida

ATTEST:


Town Clerk
Town of Surfside, FL

ATTEST:

City Clerk
City of Aventura, FL



CITY OF AVENTURA
OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: City Commission

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

DATE: February 17, 2011

SUBJECT: **Law Enforcement Mutual Aid Agreement Between the City and the City of North Miami Beach**

March 1, 2011 City Commission Meeting Agenda Item 5-I

RECOMMENDATION

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

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

CCO1728-11

RESOLUTION NO. 2011-__

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

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 the City of North Miami Beach 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 Zev Auerbach	_____
Commissioner Teri Holzberg	_____
Commissioner Billy Joel	_____
Commissioner Michael Stern	_____
Commissioner Luz Urbàez Weinberg	_____
Vice Mayor Bob Diamond	_____
Mayor Susan Gottlieb	_____

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

Susan Gottlieb, Mayor

Attest:

Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney

/tms

MUTUAL AID AGREEMENT
Between the City of North Miami Beach
and the City of Aventura

WHEREAS, it is the responsibility of the governments of the City of North Miami Beach, Florida and the City of Aventura, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

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

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

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

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

1. **Short title:** Mutual Aid Agreement

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

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

Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

b) Agency or participating law enforcement agency: Either the City of North Miami Beach Police Department or the City of Aventura Police Department.

c) Agency head: Either the Chief of the City of North Miami Beach Police Department, or the Chief's designees; and the Chief of Police of the City of Aventura Police Department, or the Chief's designees.

d) Participating municipal police department: The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.

e) Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

a) In the event that a party to this Agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.

b) Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c) The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

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

b) The political subdivision having financial responsibility for the law enforcement agency providing services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

c) The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

d) All exemption from ordinance and rules, and all pension, insurance, relief, disability, workers' compensation salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorially under the provisions of the Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

6. Indemnification:

The City of Aventura shall hold harmless, defend and indemnify North Miami Beach in any suit, action or claim for damages resulting from any and all the acts or conduct of The City of Aventura employees, representatives, or agents performing under the terms of this Agreement. North Miami Beach shall hold harmless, defend and indemnify The City of Aventura in any suit, action or claim for damages resulting from any and all acts or conduct of North Miami Beach's employees, representatives, or agents performing under the terms of this Agreement, subject to Chapter 768, Florida State Statutes.

7. Forfeitures:

It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.

8. Conflicts:

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

9. Effective Date and Duration:

This Agreement shall be in effect from date of signing, through and including March 30, 2014. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

10. Cancellation:

This Agreement may be canceled by either party upon sixty-(60) day's written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED TO AND ACKNOWLEDGED this _____ day of _____ 20____

City Manager,
City of North Miami Beach, Florida

Mayor,
City of Aventura, Florida

ATTEST:

ATTEST:

City Clerk,
City of North Miami Beach, Florida

City Clerk,
City of Aventura, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

City Attorney,
City of North Miami Beach, Florida

City Attorney,
City of Aventura, Florida

JOINT DECLARATION OF THE CHIEF OF THE
CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT
AND THE CHIEF OF THE CITY OF AVENTURAPOLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT

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

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

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

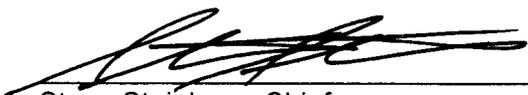
1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations, crowd and traffic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

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

DATE: _____

DATE: 2/14/11

 Rafael Hernandez, Chief
 North Miami Beach Police Department



 Steve Steinberg, Chief
 Aventura Police Department

ATTEST:

ATTEST:

 City Clerk

 City Clerk

CITY OF AVENTURA
FINANCE DEPARTMENT

MEMORANDUM

TO: City Commission

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

BY:  Brian K. Raducci, Finance Director

DATE: February 7, 2011

SUBJECT: **Amending Ordinance that Amends the Provisions of the Police Officers' Retirement Plan to Comply with the Internal Revenue Code**

1st Reading March 1, 2011 City Commission Meeting Agenda Item 7
2nd Reading April 5, 2011 City Commission Meeting Agenda Item

RECOMMENDATION

It is recommended that the City Commission approve the attached Amending Ordinance that Amends the Provisions of the Police Officers' Retirement Plan to Comply with Recent Changes to the Internal Revenue Code.

BACKGROUND

Recently there have been changes to federal laws and regulations that require various amendments be made to the City of Aventura Police Officers' Retirement Plan (the "Plan") in order for it to maintain its status as a qualified plan under Section 401(a) of the Internal Revenue Code. These revisions to the text are consistent with the standard IRS language as of the most recent Code amendments.

In simple terms, this change is a technical amendment to meet changing IRS requirements for dollar limits on the salary which may be counted toward pension; the maximum amount of pension permissible; and requires distributions to begin by a date certain.

The attached Amended Ordinance had been originally prepared by the law firm of Sugarman and Susskind (attorneys representing the Police Pension Board – see their cover letter "Exhibit A"). They have incorporated the mandated changes in the proposed ordinance amendment. The Police Pension Board has recommended the approval of the changes.

In addition, the proposed changes were independently reviewed by both the law firm of Klausner & Kaufman, P.A. and the City Attorney's Office. The City Attorney made minor

modifications to the ordinance so that it conformed to the format the City typically uses for ordinances. It is both, Klausner & Kaufman, P.A. and the City Attorney's collective opinion that the ordinance has effectively been drafted to comply with the recent to the Internal Revenue Code.

In addition, the Police Pension Plan's actuary has issued a memorandum "Exhibit B" that stated the adoption of the Ordinance will have no impact on the assumptions used in determining the funding requirements of the program."

If you should have any questions related to this memorandum, please feel free to contact the City Manager.

BKR/bkr

SUGARMAN & SUSSKIND

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

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♦Board Certified Labor
& Employment Lawyer

MEMORANDUM

To: City of Aventura Police Officers' Retirement Plan

From: Robert A. Sugarman

Date: February 3, 2011

Re: IRS Compliance Ordinance Amendment

The Internal Revenue Service enforces the compliance of pension plans with the qualification requirements of Section 401 of the Internal Revenue Code. The benefits of satisfying the qualification requirements are manifold: the income of the plan are not subject to taxation; the employee does not pay income tax on his/her interest in the plan until such time as the employee begins to receive benefits thereunder. Governmental plans are subject to many of the qualification requirements under Section 401(a).

The IRS has implemented 5-year cycles for its compliance monitoring. Every five years, governmental plans are permitted to submit an application for a favorable determination letter, i.e., a letter from the Internal Revenue Service stating that the plan meets all of the qualification requirements. In processing each application, the IRS will ensure that the plan has complied with all qualification requirements that have entered into effect during the relevant 5-year period.

Regardless of whether a plan applies for a favorable determination letter, it must, if it intends to benefit from the advantages of qualification under 401(a) of the Code, make all amendments to its plan document that are required from time-to-time by changes in the law.

Memorandum In re: IRS Compliance Ordinance Amendment
February 3, 2011
Page 2

The proposed amendment to the Code of Ordinances of the City of Aventura is intended to ensure that the pension plan remain in compliance with all current qualification requirements, including the limitation of pension amounts under Section 415 of the Code; required distribution rules under Section 401(a)(9); the expansion of choices for the rolling-over of pension distributions, and other qualification requirements. These are technical amendments that will not increase or decrease the benefits payable by the plan.

We look forward to responding to any additional questions that you might have regarding the enclosed ordinance.

Yours truly,

A handwritten signature in black ink, appearing to read "Robert A. Sugarman". The signature is written in a cursive style with a large, stylized initial "R".

ROBERT A. SUGARMAN
Board Certified Labor & Employment Lawyer

RAS/jd

Foster & Foster INC.

Actuaries and Consultants

December 3, 2010

Ms. Carolyn Furlong
Benefits USA
3810 Inverrary Blvd., Suite 303
Lauderhill, FL 33319



Re: City of Aventura
Police Officers' Retirement Plan

Dear Carolyn:

Upon your request, we have reviewed the proposed Ordinance amending the plan to include certain changes to the Internal Revenue Code and have determined that its adoption will have no impact on the assumptions used in determining the funding requirements of the program.

Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Patricia Shoemaker
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick T. Donlan", followed by a horizontal line.

Patrick T. Donlan
PTD/lsw

ORDINANCE NO. 2011-_____

AN ORDINANCE OF THE CITY OF AVENTURA, FLORIDA, AMENDING PROVISIONS OF THE POLICE OFFICERS' RETIREMENT PLAN TO COMPLY WITH THE INTERNAL REVENUE CODE; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, recent changes to federal laws and regulations require that various amendments be made to the City of Aventura Police Officers' Retirement Plan (the "Plan") in order to maintain its status as a qualified plan under Section 401(a) of the Internal Revenue Code; and

WHEREAS, an amendment to the City Code is necessary to permit such new obligations and conditions; and

WHEREAS, the trustees of the Plan have requested and approved such an amendment as being in the best interests of the participants and beneficiaries as well as improving the administration of the Plan; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Aventura, Florida:¹

Section 1. The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

¹ Deleted text is indicated by a ~~strikethrough~~ and added text is indicated by an underline.

Section 2. Section 36-22 “Definitions” of Article II, “Police Pension Plan and Trust Fund” of Chapter 36 “Retirement” of the City Code is amended to read as follows:

Sec. 36-22. Definitions.

...

Earnable compensation shall mean a member's base pay for regular hours worked as an employee, overtime pay, amounts paid for administrative leave, bereavement leave, compensatory time paid in lieu of regular wages, court time, Garcia days for K-9 service, holiday leave taken in lieu of regular pay, job basis leave, jury duty, light duty, paid military leave, personal leave taken in lieu of regular pay, storm leave, storm/hurricane pay, suspension with pay, pay for time off due on the job injury, vacation leave taken in lieu of regular pay, and workers' compensation paid by the City; and, excluding pay received for off-duty details for third parties, whether or not the payment is made through the City. Earnable compensation shall not include payouts of accumulated leave taken as cash upon separation from service. Retroactive payments shall be credited to the calendar year in which such payments would have been received had they been timely paid. ~~Compensation for any plan year shall not include any amounts in excess of the Internal Revenue Code Section 401(a)(17) limitation as adjusted for change in the cost of living in the manner prescribed by the IRC, Section 401(a)(17)(B).~~ Pursuant to F.S. § 440.21, pension contributions shall not be deducted from a member's workers' compensation award. For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, earnable compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Section 36-31 hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code.

...

Section 3. Section 36-31 "Compliance with the Internal Revenue Code" of Article II, "Police Pension Plan and Trust Fund" of Chapter 36 "Retirement" of the City Code is amended to read as follows:

Sec. 36-31. Compliance with the Internal Revenue Code.

~~a) — It is the intention of the City and of the Board that the plan remain at all times a qualified plan, as that term is defined under the Internal Revenue Code.~~

~~(b) No member's annual benefit shall exceed the amounts permitted in Section 415 of the Internal Revenue Code.~~

~~(c) In no event may a member's retirement benefit be delayed beyond the later of April 1 following the calendar year in which the member attains age 70 1/2, or such later date as may be set by terms of the Internal Revenue Code, or April 1 of the year following the calendar year in which the member retires.~~

~~When a distribution of the participant's entire interest is not made in a lump sum, the distribution will be made in or more of the following ways: over the life of the participant; over the life of the participant and designated beneficiary; over a period certain not extending beyond the life expectancy of the participant; or over a period certain not extending beyond the joint life and last survivor expectancy of the participant and a designated beneficiary.~~

~~(d) If the distribution has commenced before the participant's death, the remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death.~~

~~The method of distribution, if the participant dies before distribution is commenced, must satisfy the following requirements:~~

~~(1) Any remaining portion of the participant's interest that is not payable to a beneficiary designated by the participant will be distributed within five years after the participant's death;~~

~~(2) Any portion of the participant's interest that is payable to a beneficiary designated by the participant will be distributed either: (i) within five years after the participant's death; or (ii) over the life of the beneficiary, or over a period certain not~~

~~extending beyond the life expectancy of the beneficiary, commencing not later than the end of the calendar year following the calendar year in which the participant died (or, if a designated beneficiary is the participant's surviving spouse, commencing not later than the end of the calendar year following the calendar year in which the participant would have attained age 70 1/2.~~

~~(e) Direct transfers of eligible distributions shall be made as follows:~~

~~(1) *General.* Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this subsection, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution made directly to an eligible Retirement Plan specified by the distributee in a direct rollover.~~

~~(2) *Definitions.*~~

~~a. *Eligible rollover distribution.* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of a distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of a substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includable in gross income.~~

~~b. *Eligible Retirement Plan.* An eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an Individual Retirement Annuity described in Section 408(b) of the Internal Revenue Code, an Annuity Plan described in Section 403(a) of the Internal Revenue Code, a plan described in Section 457 of the Internal Revenue Code, or a Qualified Trust described in Section 401(a) of the Internal Revenue Code that accepts a distributee's eligible rollover distribution.~~

~~However, in the case of an eligible rollover distribution to a surviving spouse, an eligible Retirement Plan is an individual retirement account or individual retirement annuity.~~

~~c. *Distributee.* A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse.~~

~~d. *Direct rollover.* A direct rollover is a payment by the plan to the eligible Retirement Plan specified by the distributee.~~

(a) Maximum Pension.

Notwithstanding any provision of this Plan to the contrary, the Annual Pension that is accrued by or paid to a participant shall not exceed the Dollar Limitation set forth below. If the benefit the participant would otherwise accrue in a Limitation Year would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited to a benefit that does not exceed the Dollar Limitation.

(1) Definitions Used in this Section.

(A) "Annual Pension" means the benefits received by a participant under this Plan expressed in the form of a straight life annuity. In determining whether benefits payable exceed the Dollar Limitation set forth below, benefits payable in any form other than a straight life annuity shall be adjusted to the larger of:

(i) The annual amount of the straight life annuity (if any) payable to the participant under the plan commencing at the same annuity starting date as the form of benefit payable to the participant; or

(ii) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5 percent interest assumption and the applicable

mortality table described in §1.417(e)-1(d)(2) for that annuity starting date.

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

(B) “Dollar Limitation” means \$160,000 (subject to the annual adjustments provided under Section 415(d) of the IRC). Said amount shall be adjusted based on the age of the participant when benefits begin, as follows:

(i) Except with respect to a participant who is a “Qualified Participant” as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code) beginning before age 62 the Age-Adjusted Dollar Limitation is equal to the lesser of--

(l) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a deferred straight life annuity commencing at age 62, where annual payments under the straight life annuity commencing at age 62 are equal to the Dollar Limitation (as adjusted pursuant to section 415(d) for the limitation year),

and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and

(II) the Dollar Limitation (as adjusted pursuant to section 415(d)) multiplied by the ratio of the annual amount of the straight life annuity under the plan to the annual amount of the straight life annuity under the plan commencing at age 62, with both annual amounts determined without applying the rules of section 415.

(ii) For benefits beginning after the age of 65, the age-adjusted Dollar Limitation is equal to the lesser of:

(I) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a straight life annuity commencing at age 65, where annual payments under the straight life annuity commencing at age 65 are equal to the dollar limitation of section 415(b)(1)(A) (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and

(II) the section 415(b)(1)(A) Dollar limitation (as adjusted pursuant to section 415(d) and §1.415(d)-1 for the limitation year) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan to the adjusted age 65 straight life annuity. The adjusted immediately commencing straight life annuity means the annual amount of the immediately commencing straight life annuity payable to the participant, computed disregarding the participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are applied to offset accruals. For this purpose, the annual amount of the immediately commencing straight life annuity is determined without applying the rules of section 415. The adjusted age 65 straight life annuity means the annual amount of the straight life annuity that would be payable under the plan to a hypothetical participant who is 65 years old and has the same accrued benefit (with no actuarial increases for commencement after age 65) as the participant receiving the distribution (determined disregarding the participant's accruals after age 65 and without applying the rules of section 415).

(iii) There shall be no age adjustment of the Dollar Limitation with respect to benefits beginning between the ages of 62 and 65.

(2) The limitations set forth in this Subsection (a) shall not apply if the Annual Pension does not exceed \$10,000 provided the participant has never participated in a Defined Contribution Plan maintained by the City.

(3) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases

determined by the Secretary of the Treasury under Section Subsection 415(d) of the Code.

(4) In the case of a participant who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (1)(B) of this Subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is 10.

(5) Any portion of a participant's benefit that is attributable to mandatory employee contributions (unless picked-up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.

(6) Should any participant participate in more than one defined benefit plan maintained by the City, in any case in which the participant's benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the participant's benefit under this Plan shall be reduced so that the participant's combined benefits will equal the Dollar Limitation.

(7) For a participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.

(8) The determination of the Annual Pension under Paragraph (a)(1) of this Subsection (a) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(9) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection (a) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this Subsection (a) shall be used to decrease future employer contributions.

(10) For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, Earnings shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in this Subsection (a) of Section 42-33, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code.

(b) Required Beginning Date:

Notwithstanding any other provision of the Plan, payment of a participant's retirement benefits under the Plan shall commence not later than the participant's Required Beginning Date, which is defined as the later of:

-April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or

-April 1 of the calendar year that next follows the calendar year in which the participant retires.

(c) Required Minimum Distributions.

(1) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date as defined in Subsection (b) of this Section 36-31.

(2) Death of participant Before Distributions Begin.

(A) If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age 70½, if later.

(ii) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(B) The participant's entire interest shall be distributed as follows:

(i) participant Survived by Designated Beneficiary. If the participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the participant's entire interest will be distributed, beginning no later than the time described in Subparagraph (2)(A) above, over the life of the

designated beneficiary or over a period certain not exceeding:

(I) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the participant's death; or

(II) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) No Designated Beneficiary. If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. In any case in which (i) the participant dies before the date distribution of his or her interest begins, (ii) the participant's surviving spouse is the participant's sole designated beneficiary, and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs (2)(A) and 2(B) above shall apply as though the surviving spouse were the participant.

(3) Requirements For Annuity Distributions That Commence During participant's Lifetime.

(A) Joint Life Annuities Where the Beneficiary Is Not the participant's Spouse. If the participant's

interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary, annuity payments to be made on or after the participant's Required Beginning Date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(B) Period Certain Annuities. Unless the participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the participant's lifetime may not exceed the applicable distribution period for the participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the participant reaches age 70, the applicable distribution period for the participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the participant as of the participant's birthday in the year that contains the annuity starting date. If the participant's spouse is the participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the participant's applicable distribution period, as determined under this Subparagraph (3)(B), or the joint life and last survivor expectancy of the participant and the participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the

participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(4) Form of Distribution. Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subparagraphs (4)(A), (4)(B) and (4)(C) below. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(A) General Annuity Requirements. If the participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(ii) the distribution period will be over a life (or lives) or over a period certain, not longer than the distribution period described in Paragraphs 2 or 3 above, whichever is applicable, of this Subsection (c);

(iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(iv) payments will either be non-increasing or increase only as follows:

(I) by an annual percentage increase that does not exceed the

annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(II) to the extent of the reduction in the amount of the participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

(III) to provide cash refunds of employee contributions upon the participant's death; or

(IV) to pay increased benefits that result from a Plan amendment.

(B) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the participant's Required Beginning Date (or, if the participant dies before distributions begin, the date distributions are required to begin under Subparagraph (2)(A)(i) or (2)(A)(ii), whichever is applicable) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the participant's Required Beginning Date.

(C) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the participant in a calendar year after the first

distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(5) For purposes of this Subsection (c), distributions are considered to begin on the participant's Required Beginning Date. If annuity payments irrevocably commence to the participant (or to the participant's Surviving Spouse) before the participant's Required Beginning Date (or, if to the participant's Surviving Spouse, before the date distributions are required to begin in accordance with Subparagraph (2)(A) above), the date distributions are considered to begin is the date distributions actually commence.

(6) Definitions.

(A) *Designated beneficiary.* The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(B) *Distribution calendar year.* A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's Required Beginning Date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Paragraph (2) of this Subsection (c).

(C) *Life expectancy.* Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(d) (1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) Definitions

The following definitions apply to this Section:

(A) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;

(ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

(iii) the portion of any distribution that is a hardship distribution described in Section 401(k)(2)(B)(i)(IV) of the Code; and

(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(3) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the

Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401 (a) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code Section 408A(c)(3)) that accepts the distributee's eligible rollover distribution.

(4) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in Section 401(a)(9)(E) of the Code who is not the surviving spouse and who elects a direct rollover to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code shall be considered a distributee.

(5) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(e) Notwithstanding any other provision of this Plan, the maximum amount of any mandatory distribution, as defined in Section 401(a)(31) of the Code, payable under the Plan shall be \$1000.

(f) Compensation Limitations Under 401(a)(17):

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual compensation of each participant taken into account under the Plan shall not exceed the EGTRRA annual compensation limit for limitation years beginning after December 31, 2001. The EGTRRA annual compensation limit is \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in

effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the EGTRRA annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

Any reference in the Plan to the limitation under Section 401 (a)(17) of the Code shall mean the EGTRRA annual compensation limit set forth in this provision.

(g) At no time prior to the satisfaction of all liabilities under the plan with respect to members and their spouses or beneficiaries, shall any part of the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.

Section 4. All sections or parts of sections of the City Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5. 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 effect 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 6. It is the intention of the City Commission of the City of Aventura that the provisions of this Ordinance shall become and be made a part of the City Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "Chapter", "Section",

“Article”, or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 7. This Ordinance shall become effective immediately upon adoption on second reading.

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

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

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

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

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

PASSED AND ADOPTED on second reading this 5th day of April, 2011.

Susan Gottlieb, Mayor

ATTEST:

Teresa M. Soroka, MMC
City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney