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**SUPPLEMENTAL MATERIAL**  
**FEBRUARY 4, 2004**  
**CITY COMMISSION MEETING**

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**SUPPLEMENTAL MATERIAL**

**C7 - Resolutions**

C7A A Resolution Approving And Appropriating An Expenditure Of Up To \$50,000 For The Public Purpose Of Informing And Educating The Voters Of The City Of Miami Beach About The Seven City Ballot Questions On The March 9, 2004 Presidential Preference Primary Election Ballot In Order To Achieve A More Informed Electorate Vote.  
(City Manager's Office)  
**(Additional Information)**

C7F A Resolution Authorizing The Mayor, Or His Designee, And The City Clerk To Execute A Mutual Aid Agreement With The Town Of Bay Harbor Islands, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And The Town Of Bay Harbor Islands.  
(Police Department)  
**(Resolution & Agreement)**

**R7 - Resolutions**

R7C A Resolution Approving Amendment Number 5 To The Architectural And Engineering Agreement With Robert A. M. Stern Architects, Reallocating \$136,000 From Other Portions Of The Agreement, Allocating \$84,000 From The Regional Library Project Contingency For Additional Construction Administration Services Required To Complete The Construction Of The Miami Beach Regional Library, And Setting An Effective Date.  
(Capital Improvement Projects)  
**(Resolution)**

Supplemental Materials – February 4, 2004 Agenda item C7A

Excerpt of Minutes of the February 2, 2004 Charter Review and Revision Board Meeting.

MOTION:

Chairman Zack stated to report to the City Commission that the Charter Review and Revision Board requests the City Commission to publicly advocate for the six (6) questions recommended by the Charter Review and Revision Board and approved by the City Commission.

It should be noted that the seventh ballot question (sell Waterfront Property Located At 2620 Biarritz Drive) was not a Charter Review and Revision Board recommendation.

Motion made by Member Diaz to place Chairman Zack's comment in the form of a motion; seconded by Vice-Chairman Beloff; voice vote: 4-0; absent: Members Arriola, Herrup, and Laeser.

DISCUSSION:

The Charter Review and Revision Board (The BOARD), discussed the Voter's Guide which is being prepared and is an item being recommended by the Administration for City Commission approval on the February 4<sup>th</sup> Commission Agenda.

Jorge Gonzalez, City Manager, asked if the City Commission, by resolution, can approve not only providing factual information in the Voter's Guide, but can the City Commission also approve advocating a position on each issues?

Jean Olin, Deputy City Attorney, stated, "Yes."

Member Diaz asked if the City Commission is aware that they can take a position on any of the issues.

Jean Olin, Deputy City Attorney, stated that the City can take a position if the City Commission feels there is a public need and expressed the public need in a resolution. On the February 4 City Commission Agenda there is a resolution expressing the public need to educate the voters, not advocate, and authorize an expenditure of funds.

Jorge Gonzalez, City Manager, stated that when this item is heard he was going to advise the City Commission that they can, if they wish, advocate a position on each of the ballot questions if they approve by resolution.

Chairman Zack and Member Diaz asked if The BOARD, as individuals, can advocate or express their opinion on the March 9, 2004 ballot questions.

Jean Olin, Deputy City Attorney, stated that before she answers the question she wants to review the case law as it relates to board members.

Member Diaz stated that The BOARD had negative reactions to the draft Voter's Guide such as the size of the font, the quality of the paper, the lack of graphics, and the graphic design as it relates to presentation.

Chairman Zack stated that he would rather have a newspaper size publication which has large print. He would also like it to say that The BOARD has recommended, and the City of Miami Beach Commission has approved, the ballot questions for the benefit of the citizens of the City of Miami Beach and urge you to vote in their favor.

Member Diaz stated that what is important is that the City Commission needs to know that they have the right to take a position.

**MOTION:**

Chairman Zack stated to report to the City Commission that the Charter Review and Revision Board requests the City Commission to publicly advocate for the six (6) questions recommended by the Charter Review and Revision Board and approved by the City Commission.

It should be noted that the seventh ballot question (sell Waterfront Property Located At 2620 Biarritz Drive) was not a Charter Review and Revision Board recommendation.

Motion made by Member Diaz to place Chairman Zack's comment in the form of a motion; seconded by Vice-Chairman Beloff; voice vote: 4-0; absent: Members Arriola, Herrup, and Laeser.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE TOWN OF BAY HARBOR ISLANDS.**

**WHEREAS**, it is the responsibility of the respective governments of the City of Miami Beach and the Town of Bay Harbor Islands, Florida to ensure the public safety of their citizens by providing adequate levels of police service 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 services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the Town of Bay Harbor Islands Police Department; 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 City of Miami Beach and the Town of Bay Harbor Islands; and

**WHEREAS**, the City of Miami Beach and the Town of Bay Harbor Islands have the authority under Chapter 23, Florida Statutes, "Florida Mutual Aid Act," to enter into the attached Mutual Aid Agreement.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Mutual Aid Agreement with City of Miami, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits between the City of Miami Beach and the Town of Bay Harbor Islands.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
MAYOR

ATTEST:

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

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
City Attorney 1/30/04  
Date

Agenda Item C7F

Date 2-4-04

## MUTUAL AID AGREEMENT

### Between the Town of Bay Harbor Islands and the City of Miami Beach Police Departments

**WHEREAS**, it is the responsibility of the governments of the Town of Bay Harbor Islands, Florida and the City of Miami Beach, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situations; and

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

**WHEREAS**, in order to ensure that 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 Section 23.12, Florida Statutes, et. seq., Florida Mutual Aid Act, to enter into a mutual aid agreement which permits voluntary cooperation and assistance of a routine law enforcement nature and provides for rendering of assistance in a law enforcement emergency.

**NOW THEREFORE, BE IT KNOWN** that the Town of Bay Harbor Islands, subdivision of the State of Florida, and the City of Miami Beach, a municipal corporation of the State of Florida, 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 Section 23.12, et. seq., 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 Bay Harbor Islands or the City of Miami Beach Police Departments.

- c) Agency head: Either the Chief of the Town of Bay Harbor Islands Police Department, or the Chief's designees; and the Chief of the City of Miami Beach 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. **VOLUNTARY COOPERATION:** Each of the aforesaid law enforcement agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not be limited to, investigating criminal offenses, authorizing school safety officers to enforce laws in an area within 1,000 feet of a school, and establishing inter-agency task forces and/or joint investigations.

5. **OPERATIONAL ASSISTANCE:**

- 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 the agency's 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 respective 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.

6. **CONFLICTS AMONG AGENCIES:** Whenever law enforcement personnel is rendering assistance pursuant to this Agreement, the law enforcement employee shall abide by and be subject to the rules and regulations, personnel



policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

**7. 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 23.12, et., seq., Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties inside the employees' political subdivision in which 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 the cost of any loss or damage to that equipment and shall pay any and all expenses incurred in the operation and maintenance of same.

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

d) The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's respective duties within the territorial limits of the employing agency apply to the employee to the same degree, manner, and extent while engaged in the

performance of the employee's duties extraterritorially under the provisions of this Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

- e) Nothing in this Agreement is intended to or is to be construed as any transfer or contracting away of powers or functions of one party hereto to the other.

8. **LIABILITY:** Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

9. **FORFEITURES:**

- a) 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. In the event a participating law enforcement agency seizes any real property, motor vehicle, vessel, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this Agreement, the agency requesting assistance in the case of requested operational assistance and

the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not limited to, complete discretion to bring or dismiss the action.

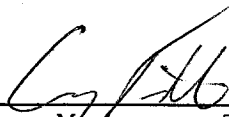
b) All proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be equitably distributed among the agencies in proportion to the amount of investigation and participation performed by each respective agency, unless the costs associated with the forfeiture action pursuant to Chapter 932, Florida Statutes.

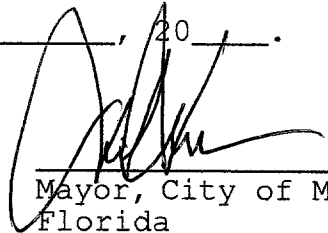
10. **CONFLICTS.** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Section 23.12, et. seq., Florida Statutes.

11. **EFFECTIVE DATE:** This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2009. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

12. **CANCELLATION:** This Agreement may be canceled by either party upon sixty (60) days delivery of written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.


**IN WITNESS WHEREOF**, the parties hereto cause these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

  
\_\_\_\_\_  
Town Manager, Town of  
Bay Harbor Islands, Florida

  
\_\_\_\_\_  
Mayor, City of Miami Beach,  
Florida

**ATTEST:**

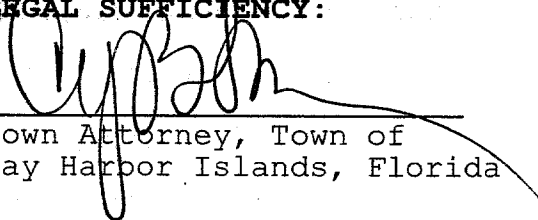
**ATTEST:**


  
\_\_\_\_\_  
Town Clerk, Town of  
Bay Harbor Islands, Florida

\_\_\_\_\_  
City Clerk, City of  
Miami Beach, Florida

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

  
\_\_\_\_\_  
Town Attorney, Town of  
Bay Harbor Islands, Florida

  
\_\_\_\_\_  
City Attorney, City of  
Miami Beach, Florida  
MPP

**JOINT DECLARATION OF  
THE CHIEF OF THE TOWN OF  
BAY HARBOR ISLANDS POLICE DEPARTMENT  
AND  
THE CHIEF OF THE CITY OF  
MIAMI BEACH POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT**

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

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


In compliance with, and under the authority of, the Mutual Aid Agreement, heretofore entered into by the Town of Bay Harbor Islands and the City of Miami Beach, 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, 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: Jan 13, 2004

DATE: \_\_\_\_\_

  
 \_\_\_\_\_  
 John S. Ross, CHIEF  
 Town of Bay Harbor Islands  
 Police Department

  
 \_\_\_\_\_  
 Donald W. DeLuca, CHIEF  
 City of Miami Beach  
 Police Department

ATTEST:

ATTEST:

  
 \_\_\_\_\_  
 Town Clerk, Town of  
 Bay Harbor Islands, Florida

\_\_\_\_\_  
 City Clerk, City of  
 Miami Beach, Florida

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AMENDMENT NUMBER 5 TO THE ARCHITECTURAL AND ENGINEERING AGREEMENT WITH ROBERT A. M. STERN ARCHITECTS, REALLOCATING \$136,000 FROM OTHER PORTIONS OF THE AGREEMENT, ALLOCATING \$84,000 FROM THE REGIONAL LIBRARY PROJECT CONTINGENCY FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES REQUIRED TO COMPLETE THE CONSTRUCTION OF THE MIAMI BEACH REGIONAL LIBRARY, AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, on September 23, 1998, the Mayor and City Commission adopted Resolution No. 98-22904, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Robert A. M. Stern Architects (Stern) for the architectural and engineering design of a Regional Library, a 400-space Parking Garage, and a Master Plan for Park and Streetscape Improvements in the area surrounding Collins Park (the Project); and

**WHEREAS**, amendment No. 1 in the amount of \$72,695 was approved in June of 1999 for design of the streetscape for the blocks surrounding Collins Park, the parking lot east of Collins Avenue, the Miami City Ballet building and the Regional Library; and

**WHEREAS**, Amendment No. 2 in the amount of \$76,640 was approved in June of 2000 for the redesign of the back area of the library building and the relocation of mechanical and electrical equipment in the north parking lot; and

**WHEREAS**, Amendment No. 3 in the amount of \$134,090 was approved in June of 2000 for design, bidding and construction administration of the portion of Collins Park located west of Collins Avenue; and

**WHEREAS**, Amendment No. 4 in the amount of \$26,867 was approved in June of 2000 for additional construction administration services associated with the streetscape work around Collins Park; and

**WHEREAS**, additional services from Stern were required beyond the original base contract's expiration date of September 24, 2001 to continue construction administration services for the Miami Beach Regional Library; and

**WHEREAS**, Amendment No. 5, a true copy of which is attached and made part of this Resolution, provides for additional services between September 24, 2001 and March 31, 2004; and

Agenda Item RTC  
Date 2-4-04





**Amendment No.5, dated February 4th, 2004, to Standard Form of Agreement between Owner and Architect 1997 Edition (AIA B141-1997)**

Between **Owner**, The City of Miami Beach,  
and **Architect**, Robert A. M. Stern Architects;

In accordance with the **Agreement**, dated as of January 16, 1999.

The Owner has made the following revisions to the description of the Project:

The fees for additional services for the construction administration of the Miami Beach Regional Library shall be based on the following scope of services.

- 1.0 Additional design requested by the Project's Oversight Committee and accepted by the City of Miami Beach.
- 2.0 Attendance at Oversight Committee regular meetings beyond the original agreement lapse on September 24, 2001.
- 3.0 Support the City of Miami Beach during land acquisition discussions.
- 4.0 Develop qualifications criteria to pre-qualify prospective bidders on the project.
- 5.0 Re-design elements of the project at the request of the City or the Library System.
- 6.0 Additional work during permitting process.
- 7.0 Additional assistance to staff during the bid process.
- 8.0 Additional Construction Administration Services extended beyond completion date of August 2003.
- 9.0 Additional Construction Administration Services to complete the project at its new expected final completion date of March 2004.

The following adjustment shall be made in the Architect's compensation

The Architect's compensation for Basic & Construction Administration Services for the Project shall be increased by a total amount of \$84,000. Additional services for a value of \$136,000 will be funded from remaining services in the Robert A.M. Stern Architects Agreement for work that will not be performed. This work is detailed as follows:

- Completion of the Design and Construction Administration of Collins Park has been deleted from the Robert A.M. Stern Architects Agreement Amendment No. 3 in the amount of \$100,567.
- Reimbursable Services have been reduced from the Robert A.M. Stern Architects Basic Services Agreement in the amount of \$35,433.

All other provisions of the Agreement shall remain in full force and effect.

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

**Owner**

**Architect**

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

Mayor

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

*Alexander P. Lamis* 2/2/2009  
 Alexander P. Lamis

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

**APPROVED AS TO  
 FORM & LANGUAGE  
 & FOR EXECUTION**

*M. H. Dell* 2-3-09  
 \_\_\_\_\_  
 City Attorney                      Date