



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: February 9, 2011
1515 NW 167th St., Bldg. 5, Suite 200
Miami Gardens, Florida 33169
Next Regular Meeting Date: February 23, 2011
Phone: (305) 622-8000 **Fax:** (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

Mayor Shirley Gibson
Vice Mayor Aaron Campbell Jr.
Councilwoman Lisa C. Davis
Councilman André Williams
Councilwoman Felicia Robinson
Councilwoman Sharon Pritchett
Councilman Oliver G. Gilbert III
City Manager Dr. Danny O. Crew
City Attorney Sonja K. Dickens, Esq.
City Clerk Ronetta Taylor, MMC

City of Miami Gardens Ordinance No. 2007-09-115 requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**
Regular City Council Minutes – January 26, 2011
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
 - F-1) Councilman Williams – A Moment in Black History

- F-2) Councilman Williams – Florida Memorial University Project – Job Fair
- F-3) Daniel Rosemond, Assistant City Manager – Update Opa-locka CDC Presentation
- F-4) Tom Ruiz, Public Works Director – Update on current road projects

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

None

(I) ORDINANCE(S) FOR SECOND READING/PUBLIC HEARING(S)

None

(J) RESOLUTION(S)/PUBLIC HEARING(S)

None

(K) CONSENT AGENDA

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE USE OF LICENSE PLATE READER (“LPR”) TECHNOLOGY, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING AN ENHANCED NEIGHBORHOOD WATCH PROGRAM STRUCTURE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN FELICIA ROBINSON)

K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ESTABLISHING THE CITY OF MIAMI GARDENS CITIZENS ACADEMY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN OLIVER G. GILBERT III)

K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST

RESPECTIVELY, THAT CERTAIN LOCAL AGENCY PROGRAM AGREEMENT (“LAP”) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CITYWIDE SIDEWALKS AND TRAIL ENHANCEMENTS AT ROLLING OAKS PARK IN THE AMOUNT OF SEVEN HUNDRED TWENTY-SEVEN THOUSAND, ONE HUNDRED FOURTEEN DOLLARS (\$727,114.00), ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH KIMLEY-HORN & ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) TO PROVIDE CONCEPTUAL DESIGN AND CONSTRUCTION DOCUMENTS FOR THE CONSTRUCTION OF A NEW PEDESTRIAN BRIDGE AT NW 175TH STREET AND NW 42ND AVENUE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENTAL FEE WAIVER FOR THE MIAMI-DADE HOUSING CHOICE VOUCHERS SELF-SUFFICIENCY PROGRAM (“FSS”) FOR USE OF THE BETTY T. FERGUSON RECREATIONAL COMPLEX TO HOST A JOB FAIR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN OLIVER G. GILBERT III)

K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY TO CREATE THE MIAMI GARDENS CHAMBER OF COMMERCE; APPROVING THE INITIAL FUNDING FOR FISCAL YEAR 2011-2012, IN THE AMOUNT OF \$120,000 FROM CDBG FUNDING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

K-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT
OUTLINING USE OF INFORMATION RELATED TO RED
LIGHT CAMERA OPERATIONS, ATTACHED HERETO AS
EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF
REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
(SPONSORED BY THE CITY MANAGER)**

(L) RESOLUTION(S)

None

(M) REPORTS OF CITY MANAGER/CITY ATTORNEY/CITY CLERK

(N) REPORTS OF MAYOR AND COUNCIL MEMBERS

**(O) WRITTEN REQUESTS, PETITIONS & OTHER WRITTEN
COMMUNICATIONS FROM THE PUBLIC**

(P) ADJOURNMENT

IN ACCORDANCE WITH THE AMERICAN 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 RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT./ 2750, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT. 2750. THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY'S WEBSITE AT www.miamigardens-fl.gov.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS 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.



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	February 9, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area:	Strategic Plan Objective/Strategy: <i>(list the specific objective/strategy this item will address)</i>			
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	N/A			
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Police Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE USE OF LICENSE PLATE READER ("LPR") TECHNOLOGY, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

As a part of our strategy to provide effective service and decrease the amount of auto thefts occurring within the City of Miami Gardens, the Miami Gardens Police Department utilizes the latest technology and resources. One of the more advanced tools available to the law enforcement community is the License Plate Reader (LPR). The LPR is a device that attaches to a police vehicle and can read and query thousands of license plates in a short time span.

**ITEM K-1) CONSENT AGENDA
RESOLUTION
License Plate Reader Technology**

The ability to scan and make inquiries will result in a larger amount of stolen vehicles being recovered and aid in the apprehension of criminals who have committed crimes and had their license tags entered into a law enforcement tracking network. Use of the LPR requires the execution of a supplemental agreement with the Florida Department of Law Enforcement to document the terms and conditions governing use of the information processed by the LPR.

Proposed Action:

That the City Council authorizes the City Manager to execute the attached agreement with the FDLE outlining use of information related to the LPR.

Attachment:

Attachment A: License Plate Reader Supplemental Agreement

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY
5 CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN
6 SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT
7 OF LAW ENFORCEMENT FOR THE USE OF LICENSE PLATE READER
8 (“LPR”) TECHNOLOGY, ATTACHED HERETO AS EXHIBIT “A”;
9 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
10 PROVIDING AN EFFECTIVE DATE.

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12 WHEREAS, as part of its strategy to provide effective service and decrease the
13 amount of auto thefts occurring within the City of Miami Gardens, the Miami Gardens
14 Police Department utilizes the latest technology and resources, and

15 WHEREAS, one of the most advance tools available to the law enforcement
16 community is the License Plate Reader (“LPR”), and

17 WHEREAS, the LPR is a device that has the ability to read and query thousands
18 of license plates in a short span of time, and

19 WHEREAS, the ability to scan and make inquiries will result in the increased
20 recovery of stolen vehicles and the apprehension of criminals, and

21 WHEREAS, use of the LPR requires the execution of a Supplement Agreement
22 with the Florida Department of Law Enforcement to document the terms and conditions
23 of the use of information retrieved through license plate screening technology, and

24 WHEREAS, there are no costs associated with the use of the LPR,

25 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
26 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

27 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
28 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
29 made a specific part of this Resolution.

30 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
31 hereby authorizes the City Manager to execute that certain Supplemental Agreement
32 with the Florida Department of Law Enforcement for the use of License Plate Reader
33 (“LPR”) Technology, attached hereto as Exhibit “A”.

34 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
35 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
36 be maintained by the City, and one to be delivered to the Florida Department of Law
37 Enforcement.

38 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
39 upon its final passage.

40 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
41 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

Moved by: _____

VOTE: _____

Page 9 of 91

65	Mayor Shirley Gibson	_____ (Yes)	_____ (No)
66	Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
67	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
68	Councilman Oliver Gilbert,III	_____ (Yes)	_____ (No)
69	Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
70	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
71	Councilman Andre' Williams	_____ (Yes)	_____ (No)

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LICENSE PLATE READER SUPPLEMENT TO CRIMINAL JUSTICE USER AGREEMENT

This Agreement supplements the Criminal Justice User Agreement entered into between the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the State of Florida, and the Miami Gardens Police Dept. with headquarters at 1020 N.W. 163rd. Drive ,Miami Gardens, Fl. 33169 (hereinafter referred to as the User), and dated _____.

PURPOSE: The purpose of this Supplemental Agreement is to document the terms and conditions under which FDLE will make certain information (as specified below under Terms and Conditions) available to state and local criminal justice agencies for use in comparing such information against scanned vehicle license plate numbers retrieved by means of license plate screening technology from mobile and fixed sites.

ASSOCIATED AGREEMENTS: Both the aforementioned Criminal Justice User Agreement and the Memorandum of Understanding between the FBI and FDLE concerning the FBI's transmission of information (as specified below under Terms and Conditions) from the NCIC to FDLE, are incorporated herein by reference. A copy of the latter is attached hereto.

TERMS AND CONDITIONS:

FDLE agrees to provide access to the information services described above and will adhere to the following terms and conditions:

1. Provide the User with access to files extracted from the FCIC and NCIC hot files, and Florida Department of Highway Safety and Motor Vehicles (DHSMV) Expired Tag File and Sanctioned Driver File;
2. Provide updated extract information from FCIC, updated eight times per day and including information from all FCIC records with license plate data, except Intel-flagged records;
3. Provide updated extract information from NCIC as often as made available by the FBI, including license plate information from the NCIC Vehicle, License Plate and Wanted Person files, and from other files as may be made available by the FBI;
4. Provide updated extract information from DHSMV as often as made available by DHSMV;
5. Respond to specific inquiries from the User; and
6. Provide the User with the name and contact information of FDLE technical and administrative points of contact.

By accepting access to the information services described above, the User agrees to adhere to the following terms and conditions:

1. Use the FCIC/NCIC/DHSMV extracts for criminal justice purposes only;

2. Control access to the CJNet and FDLE FTP server so as to deny direct access by the User's license plate screening technology vendor;
3. Execute a Memorandum of Understanding with the User's license plate screening technology vendor restricting the vendor's use of information obtained for this program from FDLE to criminal justice purposes and precluding such use for an entity other than the User;
4. Update its local database as FCIC/NCIC/DHSMV updates become available, assuring that information deleted from the FCIC/NCIC/DHSMV system is also deleted from all local databases;
5. Confirm data extract hits are still active in FCIC/NCIC, at the earliest reasonable opportunity, and before taking enforcement action, in accordance with current hit confirmation policy;
6. Confirm, via an FCIC driver license or vehicle registration transaction, that DHSMV data extract hits correspond to current, live DHSMV data, at the earliest reasonable opportunity, and before taking enforcement action; and
6. Provide and update the FDLE with the name and telephone number of technical and administrative points of contact.

TERMINATION: Either party may terminate this Supplemental Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as originally provided in this Supplemental Agreement. Should the aforementioned circumstances arise, either party may terminate or modify the Supplemental Agreement accordingly.

FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Supplemental Agreement or any pertinent federal or state law, regulation or rule.

MODIFICATIONS: Modifications to the provisions in this Supplemental Agreement shall be valid only through execution of a formal amendment.

TERM OF AGREEMENT: This Supplemental Agreement will become effective upon signature of both parties and will remain in force until it is determined by FDLE that a new agreement is required. The User Agency should initiate the execution of a new agreement when a change of agency head occurs.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

NAME OF USER AGENCY: Miami Gardens Police Dept.

AGENCY HEAD

Dr. Danny Crew _____ **TITLE: City Manager**
(PLEASE PRINT)

(SIGNATURE)

DATE _____

WITNESS _____ **TITLE** _____

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY _____ **TITLE** _____
(PLEASE PRINT)

(SIGNATURE)

DATE _____

WITNESS _____ **TITLE** _____

Agency Contact Information

User Administrative Point of Contact

Name: Sgt. Christopher N. Dee

Phone: 786-972-1449

Email: Christopher.dee@mcpdfl.org

User Technical Point of Contact

Name: _____

Phone: _____

Email: _____

FDLE Administrative Point of Contact

Name: Larry Coffee

Phone: (850) 410-8192

Email: larrycoffee@fdle.state.fl.us

FDLE Technical Point of Contact

Name: Harrison Rivers

Phone: (850) 410-8349

Email: harrisonrivers@fdle.state.fl.us



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	February 9, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)		X	(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)		X		
Funding Source:	N/A		Advertising Requirement:	Yes		No	
			(Enter X in box)			X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	N/A			
(Enter X in box)		X					
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
(Enter X in box)	X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Enhance Community interaction with the Department to create safe environment.			
Sponsor Name	Councilwoman Felicia Robinson		Department:	Mayor and Council and Police Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA ADOPTING AN ENHANCED NEIGHBORHOOD WATCH PROGRAM STRUCTURE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Since the inception of the Miami Gardens Police Department 40 new Neighborhood Watch groups have been formed, which brings the total number of groups citywide to 43. While the expansion of groups in the City is outstanding and the Police Department staff has been doing a commendable job of fostering participation, it has become clear that these new groups are fragmented and fledgling due to lack of organizational structure and great need for basic capacity building. Furthermore, the City has not yet had the opportunity to organize a venue through which the new groups can collaborate or learn from the more established and long-standing crime watch organizations in the city.

**ITEM K-2) CONSENT AGENDA
RESOLUTION
Enhance Neighborhood Watch Program**

In light of the above-mentioned challenges, and in an effort to provide greater structure and support for Neighborhood Watch Groups citywide, Councilwoman Felicia Robinson is proposing the implementation of an enhanced Neighborhood Watch Program. This enhanced program will focus on providing administrative and organizational assistance to Neighborhood Watch Groups specifically in the following areas:

- The Police Department will provide assistance to various groups through organized training sessions to be conducted quarterly
- Creation of a semi-annual newsletter sent electronically to all members
- Quarterly meetings with key stakeholders with the Chief of Police
- Creating and providing standardized documents to be used by ALL groups
- Assist in the creation of bylaws and organizational structure
- Provide guidance and suggestions for fundraising and outreach ideas and events to encourage participation

By providing a structured and consistent application of the Neighborhood Watch Program the Police Department hopes to encourage more participation and a better trained cadre of civilians who are assisting in our mission of "Building a Safer Community".

Proposed Action:

That the City Council approve the attached resolution adopting the Enhanced Neighborhood Watch Program structure

Attachment:

Attachment A: CMG Neighborhood Watch Program Structure

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, ADOPTING AN ENHANCED
5 NEIGHBORHOOD WATCH PROGRAM STRUCTURE;
6 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
7 PROVIDING AN EFFECTIVE DATE.
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9 WHEREAS, since the inception of the Miami Gardens Police Department, forty
10 (40) new Neighborhood Watch groups have been formed bringing the total number of
11 groups City-wide to forty-three (43), and

12 WHEREAS, while the expansion of Neighborhood Watch groups is good, and the
13 Police Department staff has been doing a commendable job of fostering participation, it
14 has become clear that these new groups are fragmented and fledging due to the lack of
15 organizational structure, and

16 WHEREAS, in light of those challenges, Councilwoman Felicia Robinson
17 proposes the implementation of an enhanced Neighborhood Watch Program, and

18 WHEREAS, this enhanced Program will focus on providing administrative and
19 organizational assistance to Neighborhood Watch groups through organized quarterly
20 training with the Miami Gardens Police Department, and the creation of a bi-annual
21 newsletter, and

22 WHEREAS, a structured and consistent application of the Neighborhood Watch
23 Program, will encourage more participation and a better trained cadre of civilians to
24 assist in the mission of building a safer community,

25 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
26 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

27 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
28 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
29 made a specific part of this Resolution.

30 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
31 hereby adopts an enhanced Neighborhood Watch Program structure, as outlined in
32 Attachment A to the Agenda Cover Memo accompanying this item.

33 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
34 upon its final passage.

35 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
36 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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SHIRLEY GIBSON, MAYOR

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44 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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SPONSORED BY: COUNCILWOMAN FELICIA ROBINSON

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Moved by: _____

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VOTE: _____

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60 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
61 Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
62 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
63 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
64 Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
65 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
66 Councilman Andre' Williams	_____ (Yes)	_____ (No)

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OVERVIEW:

The Neighborhood Watch program has evolved into a comprehensive crime prevention program. The foundation for a successful Neighborhood Watch Program involves active participation from citizens, working in conjunction with local law enforcement. The program fosters partnerships between the community and local law enforcement with the common goal to reduce crime and maintain the quality of life of its citizens. The Neighborhood Watch program provides a vehicle for which residents can use to take an active roll in maintaining a safe community.

Law enforcement officials interact with Neighborhood Coordinators and Block Captains, providing statistical information regarding their neighborhood and resources to help address related problems. Members of the program learn crime prevention strategies, Crime Prevention Through Environmental Design (CPTED), crime reporting techniques, identification of personal property through Operation ID, and preventative measures one could take to avoid becoming a "Victim". Additionally, local law enforcement gains valuable information regarding neighborhood problems and, as a result, can tailor their enforcement strategies to address such problems.

The Miami Gardens Police Department's Neighborhood Watch Program is coordinated through the Community Enrichment Team (CET). The CET is charged with the responsibility of assisting those residents interested in starting a Neighborhood Watch Program in their community and facilitating meetings and providing suggestions for meeting topics and agendas. The concerned CET officer will also be responsible for providing statistical data to the members of the Program.

The program is comprised of four levels of responsibility with the first two levels consisting of program administration and coordination. The first level encompasses the overall command of the program, which is administered by a Miami Gardens Police Administrator. The Support Services Division Commander maintains overall command of special programs, including the Neighborhood Watch Program and Citizen Observer Patrol Program. Bylaws for each Neighborhood Watch will be made available to each group for customizing. These bylaws work in concert with this policy and govern the actions of Neighborhood Watch Members.

The CET Sergeants are responsible for the second level of coordination and maintain direct liaisons with the Neighborhood Coordinators. The CET Sergeant is kept apprised of Neighborhood Watch functions, events and specific issues / problems that may arise during the course of the program. The CET Sergeant will arrange for Department representation at meetings and for fulfilling special requests and addressing concerns.

The last two levels of the program are by far the most important to the overall success of the program. The Neighborhood Coordinator corresponds directly with the CET Sergeant and is, in turn, responsible for dissemination and coordination with the Block Captains. Neighborhood Coordinators recruit Block Captains within their community and delegate specific assignments to these block captains. Neighborhood Coordinators ultimately ensure the success of their Neighborhood Watch Program by maintaining the program and utilizing the CET for support. The Block Captains are responsible for coordination of six to ten of their neighboring houses on a given block and for providing crime prevention information to them once obtained from the Neighborhood Coordinator.

Through the combined efforts of the Miami Gardens Police Department and the citizens of Miami Gardens, the Neighborhood Watch Program can be used as an effective tool to reduce crime and preserve the quality of life in our city.

ORGANZATIONAL STRUCTURE / RESPONSIBILITIES:

The Miami Gardens Police Department's CET is responsible for the overall coordination of the program. The CET will provide the necessary resources to those citizens interested in starting a neighborhood watch program in their community. A sergeant assigned to CET maintains the overall responsibility of overseeing the program and functions as the Law Enforcement Liaison.

The Law Enforcement Liaison is responsible for the following:

Recruit Neighborhood Coordinators with the use of media, City bulletins, announcements and the Internet.

Assist Neighborhood Coordinators with setting up the Neighborhood Watch meetings and attend meetings if requested and arrange for attendance by the concerned CET Law Beat Officer.

Provide necessary unit support to address specific crime problems (i.e., Code Enforcement, Special Units, etc.)

Obtain information from Neighborhood Coordinators regarding specific crimes / problems they are experiencing in the neighborhood.

Provide fundamental information on Crime Prevention Through Environmental Design (CPTED).

Ensure that statistical information is provided to the Neighborhood Coordinators and make recommendations with the concerned CET Officer to address crime patterns.

Schedule quarterly training for all Neighborhood Watch Coordinators. Specialized units from the Miami Gardens Police Department and other City Departments (i.e., Traffic Unit, Code Enforcement Department, Crime Scene Unit, etc.) can assist in training sessions.

Maintain updated telephone, email and address listings of all Neighborhood Coordinators.

Assist in ensuring all committees for the neighborhood watch program are filled.

Draft a bi-annual Neighborhood Watch newsletter which will be distributed electronically.

Hold quarterly meetings with a selected Neighborhood Coordinator from each of the Department's three patrol areas with the Chief of Police or his designee to discuss community concerns.

Once an interested volunteer is located, that person assumes the title of **Neighborhood Coordinator** for their individual neighborhood. The Neighborhood Coordinator is responsible for implementing the Neighborhood Watch Program in their Neighborhood with the assistance from the CET Sergeant.

Neighborhood Coordinators are responsible for the following:

Coordinating activity and corresponding with the CET Sergeant.

Ensuring sufficient block captains are recruited to cover the entire neighborhood.

Maintain Block Captain listings and recruit / replace when necessary.

Coordinate with Block Captains to visit new move-ins and introduce new families to the Neighborhood Watch Program.

Recruit and assign the following positions as needed for the neighborhood (have block captains assist with this process):

- New members.
- Block parents.
- Fundraising.
- Secretarial duties.
- Developing and maintaining block maps.
- Materials / publications distribution.

Ensure Block Captains obtain and maintain telephone listings (phone tree) of the neighborhood with a copy of such listings given to the CET Sergeant.

Meet with block captains at least quarterly for any problem matters, updates, or planning of any special neighborhood events (BBQ's, National Night Out, additional neighborhood meetings, etc.).

Ensure Neighborhood Watch signs are purchased, posted by City Public Works, and maintained by the Neighborhood members (ensure the signs are free of graffiti, vandalism, weather damage, etc.).

Remind block captains to report crimes or suspicious activity immediately to the Police Department.

Ensure both residents and block captains notify the Neighborhood Coordinator (for information only) of any call-out police services in the neighborhood. This would keep the CET Sergeant apprised of situations occurring within the neighborhood.

Block Captains act as spokespersons for the group of homes assigned to them. Block Captains are responsible for the following:

Block Captains are assigned a certain number of homes in their Neighborhood (usually six to ten homes).

Coordinating activity and corresponding with their Neighborhood Coordinator.

Maintain a telephone listing (tree) of all the families assigned to them.

Assist the Neighborhood Coordinator in recruiting and assignment of the following positions as needed for neighborhood:

- New members
- Fundraising
- Secretarial duties
- Developing and maintaining block maps
- Materials / publications distribution

Remind members to call law enforcement with concerns – not the Block Captain or Neighborhood Coordinators. The Block Captain's role is to assist, not to report problems to the police department.

If a resident calls the police, insure that the resident notifies the block captain or Neighborhood coordinator with the case number or incident number and a brief summary of the call.

Identify senior citizens and / or neighbors with health problems who need special assistance or attention.

Have available emergency telephone listings for families assigned to their areas. Advise families to immediately call 911 for crimes in progress or life threatening situations.

PROGRAM IMPLEMENTATION:

The implementation of the Neighborhood Watch Program is a two-phase process. The first phase entails the initial contact by those residents interested in organizing a Neighborhood Watch Program in their community. This contact would include a meeting with the CET Sergeant and the prospective Neighborhood Coordinator. During this meeting, the Neighborhood Coordinator would be provided with a packet that would include books, pamphlets, software, and forms necessary to begin the program. The Neighborhood Coordinator would estimate a date and time when he/she would like to hold their first Neighborhood Watch meeting. In the interim, the CET Sergeant or their designee would prepare statistical information on the particular area, and present this information during the Neighborhood Watch meeting.

The second phase of the program entails the actual Neighborhood Watch meeting. The meeting would occur in the identified neighborhood or, as an alternative, could take place in the community conference room of the Miami Gardens Police Department. The meetings would last approximately 45 minutes to one hour and would consist of key crime prevention topics, crime prevention tools / displays, and an open forum for crime prevention related discussions. The meeting provides an opportunity for neighbors to interact with each other which is essential for a successful Neighborhood Watch program.

The possibility exists where a resident would only want to be a Block Captain and not take on the responsibility of becoming a Neighborhood Coordinator. In this event, the resident could start a smaller scale version of the program encompassing their immediate area. The same two-phase process would take place and the resident would be provided with the same information and packets.

The Miami Gardens Police Department would announce the Neighborhood Watch Program by preparing a press release to include contact information via the Internet. It is anticipated that the implementation of the program will spark a great deal of interest and require the phase one meeting to be held at the Miami Gardens Police Department.

DEPARTMENTAL FORMS AND PAMPHLETS:

Miami Gardens Police Department
Neighborhood Watch Program

The Miami Gardens Police Department has several forms and informational pamphlets to serve the citizens of Miami Gardens. These forms are distributed to Neighborhood Coordinators through hard copies, diskette, or via the Internet.

- Annex A- M.G.P.D. Neighborhood Watch Meeting Registration Form
- Annex B- M.G.P.D. Neighborhood Watch Meeting announcement Flyer
- Annex C- M.G.P.D. Neighborhood Watch Meeting Agenda
- Annex D- M.G.P.D. Neighborhood Watch Roster and Residential Map
- Annex E- M.G.P.D. Neighborhood Watch Phone Tree
- Annex F- M.G.P.D. Neighborhood Watch Home Security Inspection Form
- Annex G- M.G.P.D. Neighborhood Watch Property Inventory
- Annex H- M.G.P.D. Neighborhood Watch Suspicious Activity / Worksheet
- Annex I- M.G.P.D. Neighborhood Watch Contact Log
- Annex J- M.G.P.D. CPTED Audit
- Annex K- M.G.P.D. Neighborhood Watch Sign In Sheet
- Annex L- M.G.P.D. Neighborhood Watch Meeting Notes
- Annex M- Neighborhood Watch Standard Letterhead



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	February 9, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X			Public Hearing: (Enter X in box)	Yes	No	Yes
					X		
Funding Source:	General Fund – Legislative		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) N/A			
		X					
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>				
Sponsor Name	Councilman Oliver G. Gilbert, III		Department:	Mayor and Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA ESTABLISHING THE CITY OF MIAMI GARDENS CITIZENS ACADEMY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In an effort to increase citizen participation and engagement in the City of Miami Gardens, Councilman Oliver G. Gilbert, III is proposing the creation of a Miami Gardens Citizen’s Academy. The mission of the Miami Gardens Citizen’s Academy is to familiarize citizens with the function and purpose of City government thereby making the City more transparent and accessible.

It has been proven that an educated citizenry is empowered and motivated to work toward positive change in the community. As such, the ultimate objective of the Citizens’ Academy is to continue to cultivate a positive relationship with our residents, which will in turn result in beneficial acts of service throughout the community.

**ITEM K-3) CONSENT AGENDA
RESOLUTION
Miami Gardens Citizens Academy**

Goals of the Citizens Academy:

- Attain a better understanding of the role of the Mayor and City Council, City Manager, Department Directors and other City staff.
- Obtain an overview of City of Miami Gardens history and achievements
- Learn about the City's form of government
- Gain an understanding of how each Department supports the City's Mission
- Gain an understanding of the City's budget and the role of state and federal government in relation to the City.

Requirements for Participation:

- Must be a current resident of the City of Miami Gardens
- Must be 18 years of age or older
- Can commit to attending 10 weekly sessions

Resources needed for the Program:

- A “**class coordinator**” (management level employee) to oversee the entire program
- An **administrative assistant** to help with organization, communication with students and other clerical tasks associated with the course.
- Directors and/or their immediate managers will be asked to make their department's presentation
- Due to meeting room limitations, classes would be kept to a maximum of 20 members

Funding:

- Personnel costs would be absorbed by each participating department
- It is estimated that the cost for each 10-week course would be **\$3,500**, which includes supplies, operational expenses and a graduation event.
- It is proposed that funding be appropriated from the City Council's Community Support line item in the current fiscal year budget.

Proposed Action:

That the City Council approve the attached resolution establishing the City of Miami Gardens Citizens Academy.

Attachment:

Attachment A: Proposed CMG Citizen's Academy Presentation

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA ESTABLISHING THE CITY OF MIAMI GARDENS
5 CITIZENS ACADEMY; PROVIDING FOR THE ADOPTION OF
6 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
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8 WHEREAS, Councilman Oliver Gilbert, III has proposed that the City of Miami
9 Gardens create a Miami Gardens Citizens Academy (“Citizens Academy”), in an effort
10 to provide a mechanism for City residents to learn more about the inter-working of local
11 government, and

12 WHEREAS, in the Citizens Academy, residents will learn about the budgeting
13 process, the role of the Mayor and City Council, Charter Officers and City staff, will
14 obtain an overall of the City’s history and achievements, and will learn about the City’s
15 form of government, among other things, and

16 WHEREAS, in addition, participants in the Citizens Academy will gain a better
17 understanding of how each City department supports the City’s overall mission and how
18 City functions relate to the State and Federal Government, and

19 WHEREAS, in order to participate in the Citizens Academy one must be a
20 resident of the City, be 18 years of age or older, and be able to commit to attending 10
21 weekly sessions, and

22 WHEREAS, it is anticipated that the Citizens Academy will require a class
23 coordinator which will be a management level employment, to oversee the Academy,
24 and an administrative assistant to help with organization, communication and clerical
25 tasks, and

26 WHEREAS, Directors and/or their Assistant Department Directors will be asked
27 to make presentations on behalf of their departments, and

28 WHEREAS, it is anticipated that the personnel cost for services provided by City
29 staff will be absorbed by each participating department and the estimated cost for each
30 10 week course will be Three Thousand Five Hundred Dollars (\$3,500.00), which will
31 include supplies, operational expenses and a graduation, and

32 WHEREAS, the funding for this event is to be paid from the City Council's
33 Community Support line item,

34 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
35 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

36 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
37 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
38 made a specific part of this Resolution.

39 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
40 hereby establishes the City of Miami Gardens Citizens Academy.

41 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
42 upon its final passage.

43 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
44 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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SHIRLEY GIBSON, MAYOR

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52 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: COUNCILMAN OLIVER G. GILBERT, III

Moved by: _____

VOTE: _____

Mayor Shirley Gibson	_____ (Yes)	_____ (No)
Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
Councilman Oliver Gilbert,III	_____ (Yes)	_____ (No)
Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)

City of Miami Gardens Citizen's Academy



Miami Gardens Citizen's Academy Mission Statement

*The mission of the **City of Miami Gardens Citizen's Academy** is to familiarize citizens with the function and purpose of City government thereby making the City more transparent and accessible.*

CMG Citizens Academy Goals

- ❑ Attain a better understanding of the role of the Mayor, City Council, City Manager, Department Directors and other City staff.
- ❑ Obtain an overview of City of Miami Gardens' history and achievements
- ❑ Learn about the City's form of government.
- ❑ Gain an understanding of how each Department supports the City's Mission.
- ❑ Gain an understanding of the City's budget and the role of state and federal government in relation to the City.

Citizen's Academy Benefits

Promotes:

- Citizen Education
 - Government Operations
- Community Interest
 - Awareness
- City Involvement
 - Boards, committees, Homeowners Associations and Crime Watch



Page 33 of 91

CMG Citizens Academy Timeline

- **February 2011** – City Council considers the item for adoption.
- **April 2011** – Recruitment of pilot class members begins. The initial class should be limited to 20 members or less with surveys distributed after every session to obtain feedback on content.
- **May 2011** – First City of Miami Gardens Citizen's Academy Class is launched.
- **July 2011** - First City of Miami Gardens Citizen's Academy class graduates.

CMG Citizens Academy

Timeline Continued

- **September 2011** – Critiques of pilot class are reviewed. Minor changes are made in the course syllabus and public advertising begins for the recruitment of second class.

- **January 2012** – Second Class begins

Miami Gardens Citizens Academy Candidate Selection

- ❑ Current resident of City of Miami Gardens
- ❑ 18 years of age or older
- ❑ Can commit to attending 10 weekly sessions, held on Tuesday evenings from 6:30 p.m. – 8:30 p.m.



Outreach

- Tri-fold informational brochure (including application) is printed and made available at various City facilities and City-sponsored neighborhood meetings.
- City website displays Citizens Academy information and printable application.

Logistics

- A “**class coordinator**” (management level employee) oversees the entire program and attends each session.
- An administrative assistant helps with organization, reminders and other clerical tasks associated with the course.
- Directors and/or their immediate managers make their department’s presentation.

Logistics Continued

- Due to meeting room limitations, classes are kept to a maximum of 20 members.
- After each presentation, class members are given an opportunity to ask questions and provide a written critique of the material.
- Light refreshments (coffee and cookies) are provided at mid-break of each session.



Logistics Continued - Budget

- ❑ One course held per fiscal year.
- ❑ Personnel costs are absorbed by each participating Department.
- ❑ Funding for supplies, operational expenses and a graduation event are estimated at approximately **\$3,500** per course (20 members per course).

Course Supplies



- At first session, a 3" notebook initially stocked with course syllabus and session dividers, mission statement and contact info is provided.
- At each subsequent session, brochures, booklets and handouts are provided by each City department to "build" and ultimately complete the notebook as a keepsake and valuable reference tool.

CMG Citizens Academy

Course Sessions

- Session 1:** Orientation
Mayor & City Council
City Organization
- Session 2:** Human Resources
Budget & Finance
- Session 3:** Community and Economic
Development, Planning &
Zoning

Sessions Continued

Session 4: Code Compliance
Building Services

Session 5: Police (Tour)
Public Safety Communications

Session 6: Public Works
Capital Projects
Fleet Management

Sessions Continued

- Session 7:** Parks and Recreation (Tour)
Events and Media
- Session 8:** Information Technology
Procurement
- Session 9:** Legal



Session 10: Graduation

- Graduates and their families are honored by the Mayor, City Council, City Manager and City staff with a ceremony and reception.
- Graduates receive a framed certificate, class photo and small gift for their service and interest in our City.

Questions & Answers



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	February 9, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	Florida Department of Transportation (Grant)		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Improve City Infrastructure (Sidewalk Repairs in the Entire City)			
	X						
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Public Works			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THE LOCAL AGENCY PROGRAM AGREEMENT ("LAP") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CITYWIDE SIDEWALKS AND TRAIL ENHANCEMENTS AT ROLLING OAKS PARK IN THE AMOUNT OF SEVEN HUNDRED TWENTY-SEVEN THOUSAND, ONE HUNDRED FOURTEEN DOLLARS (\$727,114.00), ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

In March 2010, the Planning and Zoning Department in conjunction with the Public Works Department, Parks and Recreation Department, and Capital Improvement Projects Department submitted an application to the Metropolitan Planning Organization (MPO) to receive grant funding under the Transportation Enhancement Program (TEP). The TEP is an element of the Federal Highway

**ITEM K-4) CONSENT AGENDA
RESOLUTION
Local Agency Program Agreement w/ FDOT**

Administration's (FHWA) Surface Transportation Program that provides funds for the development of "non-traditional" transportation projects. As a result, the total amount awarded to the City of Miami Gardens to complete these school safety enhancement and recreational projects is \$727,114. There are no matching requirements from the City of Miami Gardens.

A Local Agency Program (LAP) Agreement is required for each transportation project in which the City receives financial assistance from the Florida Department of Transportation (FDOT). The agreement states the terms and conditions upon which the assistance will be provided, and the understandings as to the manner in which the project will be undertaken and completed.

The following are components of the City's project:

1. Establish a Rolling Oaks Trail that meanders from 183 Street, through Rolling Oaks Park heading north, to the existing Miami Dade's Dolphin Linear Park (that runs alongside of North Dade Regional Library). The trail will offer connectivity between the 40- acre Rolling Oaks Park and the Dolphin Linear Park as per the City's Recreational Trails Master Plan.
2. Install fitness stations and resting areas with amenities along the portion of this trail that runs through Rolling Oaks Park as per the City's Parks Master Plan and Recreational Trails Master Plan. Rolling Oaks Park is one of only two "wooded" parks in our system that offers a distinctive natural experience that will allow residents to recreate while enjoying natural surroundings.
3. Install/repair sidewalks in many areas around the City due to safety concerns for children walking to school. Sidewalks need to be added due to the safety of children walking on the streets and/or through grass swale areas. The improvements will address the need for traffic safety signals and ADA ramps.

Proposed Action:

It is recommended that City Council authorize the City Manager to take any and all steps necessary to fully execute the Local Agency Program Agreement with the Florida Department of Transportation as well as any and all future required documents under this Local Agency Program Agreement.

Attachment:

Attachment A - LAP Agreement

Attachment B - LAP Agreement Exhibit A: Project Description and Responsibilities

Attachment C - LAP Agreement Exhibit B: Schedule of Funding

Attachment D – Trail Map

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY
5 MANAGER AND CITY CLERK TO EXECUTE AND ATTEST
6 RESPECTIVELY, THAT CERTAIN LOCAL AGENCY PROGRAM
7 AGREEMENT (“LAP”) WITH THE FLORIDA DEPARTMENT OF
8 TRANSPORTATION FOR CITYWIDE SIDEWALKS AND TRAIL
9 ENHANCEMENTS AT ROLLING OAKS PARK IN THE AMOUNT
10 OF SEVEN HUNDRED TWENTY-SEVEN THOUSAND, ONE
11 HUNDRED FOURTEEN DOLLARS (\$727,114.00), ATTACHED
12 HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO
13 THE CITY CLERK; PROVIDING FOR THE ADOPTION OF
14 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.
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16 WHEREAS, the Florida Department of Transportation (FDOT) awarded the City
17 of Miami Gardens a grant in the amount of Seven Hundred Twenty-Seven Thousand,
18 One Hundred Fourteen Dollars (\$727,114.00) for “non-traditional” transportation
19 projects, and

20 WHEREAS, the grant proceeds will be used to install and repair City sidewalks,
21 and to install a recreational trail through Rolling Oaks Park, and

22 WHEREAS, the City is required to execute an Agreement with FDOT to accept
23 the grant award, and

24 WHEREAS, the grant does not require the City to contribute a match in funds,

25 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
26 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

27 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
28 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
29 made a specific part of this Resolution.

30 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
31 hereby authorizing the City Manager and City Clerk to execute and attest, respectively,
32 that certain Local Agency Program Agreement (“LAP”) with the Florida Department of

33 Transportation for citywide sidewalks and Trail Enhancement at Rolling Oaks Park in
34 the amount of Seven Hundred Twenty-Seven Thousand, One Hundred Fourteen Dollars
35 (\$727,114.00), attached hereto as Exhibit "A". The City Manager is further authorized to
36 take any and all steps necessary to fully execute future required documents under the
37 Local Agency Program Agreement.

38 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
39 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
40 be maintained by the City, and one to be delivered to the State of Florida Department of
41 Transportation.

42 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
43 upon its final passage.

44 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
45 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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48 SHIRLEY GIBSON, MAYOR

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52 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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59 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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62 SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

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64 Moved by: _____

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66 **VOTE:** _____

67			
68	Mayor Shirley Gibson	_____ (Yes)	_____ (No)
69	Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
70	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
71	Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
72	Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
73	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
74	Councilman Andre' Williams	_____ (Yes)	_____ (No)

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: 4209142	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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

WITNESSETH:

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

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

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

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

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

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

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

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

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

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

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

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 727,114. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

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

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

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

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

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

- "(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any

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

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

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

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

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

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

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

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

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

- 1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172
Attn: Michelle L. Meaux

- b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

- 2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172
Attn: Michelle L. Meaux

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172
Attn: Michelle L. Meaux

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a) The Department at each of the following address(es):

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172
Attn: Michelle L. Meaux

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

Florida Department of Transportation
1000 NW 111 Avenue, Room 6202-B
Miami, FL 33172
Attn: Michelle L. Meaux

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.00 Termination or Suspension of Project:

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

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

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

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

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

9.00 Contracts of Agency:

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

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

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

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and

perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

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

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

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

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

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

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

13.00 Miscellaneous Provisions:

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

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

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

or default.

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

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

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

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

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

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

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

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

13.12 Restrictions on Lobbying:

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

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

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

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

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

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest: _____
Title: _____

Attest: _____
Title: _____

As to form:

As to form:

Attorney

District Attorney

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

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 4209142

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

Dated _____

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

- Rolling Oaks trail network from NW 183 Street (South of Rolling Oaks Park North through the park to the existing Miami Dade's linear park North of NW 195 Street and NW 19th Avenue. The trail will offer connectivity between the Rolling Oaks Park (a 40-acre park) and the aforementioned park.
- Multipurpose trail within the Rolling Oak park boundaries that will include fitness stations, and resting areas with amenities. Rolling Oaks Park is one of only two "wooded" parks in our system that offers a distinctive natural experience that will allow residents to recreate while enjoying natural surroundings.
- Sidewalks need to be installed/repared in many areas around the City due to safety concerns for children walking to school. These required sidewalks need to be added due to the safety of children walking on the streets and/or through grass swale areas. The improvements will address the need for traffic safety signals and ADA ramps.

SPECIAL CONSIDERATIONS BY AGENCY:

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

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

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

- a) N/A Study to be completed by _____.
- b) Design to be completed by Spring 2013.
- c) Right-of-Way requirements identified and provided to the Department by TBD.
- d) Right-of-Way to be certified by _____.
- e) Construction contract to be let by Summer 2014.
- f) Construction to be completed by Spring 2015.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Miami Gardens 1515 NW 167 ST Bldg 5, Ste 200 Miami Gardens, FL 33169	FPN: 4209142
---	-----------------

PROJECT DESCRIPTION

Name: City of Miami Gardens Pedestrian Safety and Trail Length: _____

Termini: _____

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning			
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
Total Planning Cost			
Project Development & Environment (PD&E)			
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
Total PD&E Cost			
Design			
2010-2011	_____	_____	_____
2011-2012	_____	_____	_____
2012-2013	\$135,000	_____	\$135,000
Total Design Cost	\$135,000		\$135,000
Right-of-Way			
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
Total Right-of-Way Cost			
Construction			
2011-2012	_____	_____	_____
2012-2013	_____	_____	_____
2013-2014	_____	_____	_____
2014-2015	\$592,114	_____	\$592,114
Total Construction Cost	\$592,114		\$592,114
Construction Engineering and Inspection (CEI)			
2012-2013	_____	_____	_____
2013-2014	_____	_____	_____
2014-2015	_____	_____	_____
Total CEI Cost			
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$727,114		\$727,114

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

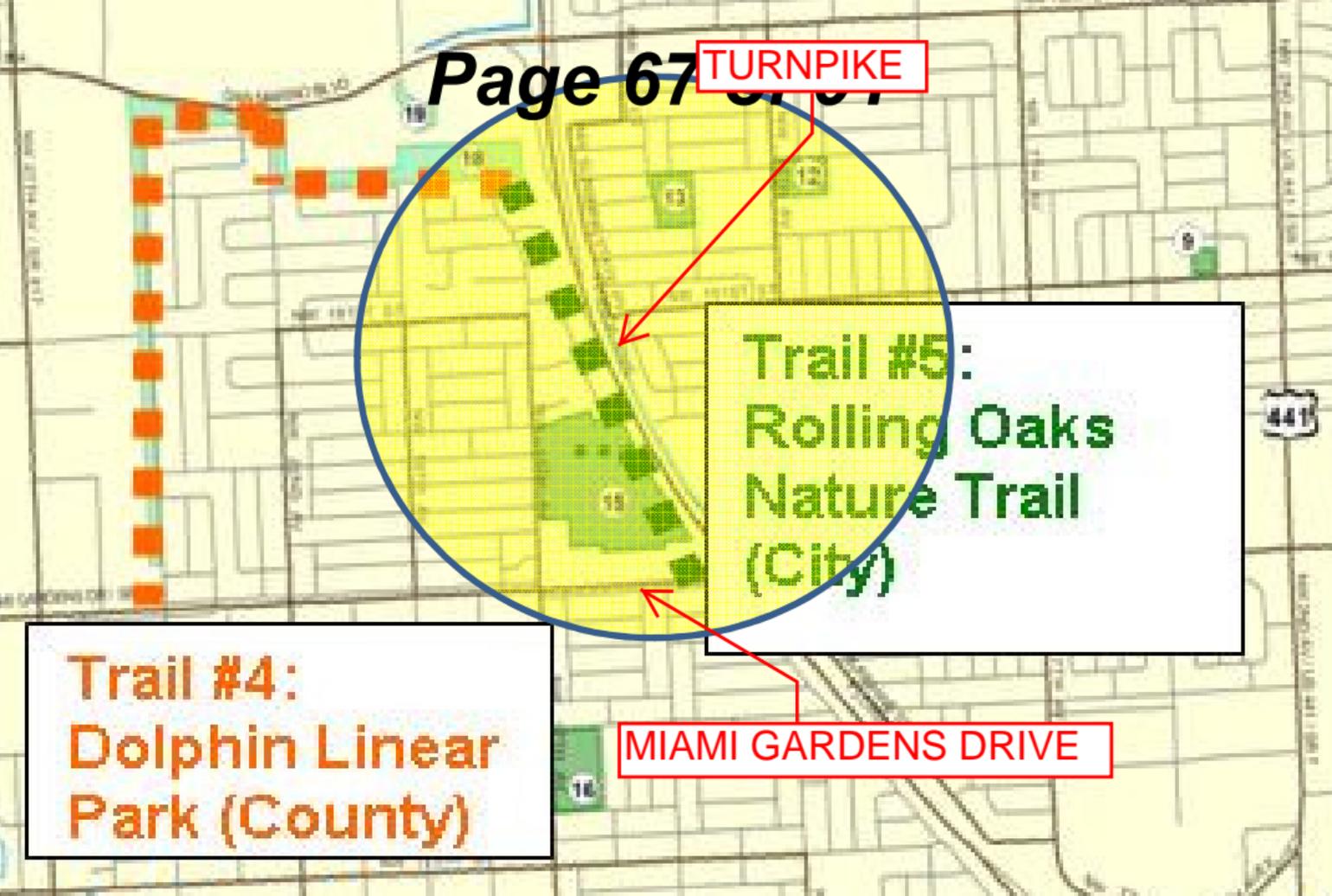
TURNPIKE



Trail #5:
Rolling Oaks
Nature Trail
(City)

Trail #4:
Dolphin Linear
Park (County)

MIAMI GARDENS DRIVE





**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	February 9, 2011		Item Type:	Resolution X	Ordinance	Other
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading
		X	Public Hearing:	Yes	No	Yes No
Funding Source:	Florida Department of Transportation (Grant)		Advertising Requirement:	Yes	No X	
Contract/P.O. Required:	Yes X	No	RFP/RFQ/Bid #:			
Strategic Plan Related	Yes X	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Improve City Infrastructure (Sidewalk Repairs in the Entire City)		
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Public Works		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH KIMLEY-HORN & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000) TO PROVIDE CONCEPTUAL DESIGN AND CONSTRUCTION DOCUMENTS FOR THE CONSTRUCTION OF A NEW PEDESTRIAN BRIDGE AT NW 175TH STREET AND NW 42ND AVENUE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens received a grant of \$1,000,000 to complete three school safety enhancement and educational projects from the Florida Department of Transportation (FDOT) under the

**ITEM K-5) CONSENT AGENDA
RESOLUTION
Contract w/ Kimley-Horn & Associates, Inc.**

Transportation Enhancement Program (TEP). The TEP is an element of the Federal Highway Administration's (FHWA) Surface Transportation Program that provides funds for the development of "non-traditional" transportation projects.

In August 2010, the City executed the required Local Agency Program (LAP) Agreement. Thereafter, FDOT issued the Notice to Proceed (NTP) to the City to commence the design services for the three components of the grant:

Project 1. Retrofit Existing or Construct Pedestrian Bridge at NW 42 Avenue and NW 175 ST

The existing canal crossing bridge at NW 175th Street and NW 42 Avenue which interconnects part of the community with a school is not a pedestrian friendly bridge because of narrow sidewalk, no ADA accessibility and no safety buffer between vehicles and pedestrian. In addition, the sidewalk on the bridge is so narrow that children walk on the street part of the bridge to get across to Carol City Elementary School. This creates a safety hazard for pedestrians and vehicles. A proposed pedestrian bridge will alleviate these unsafe conditions and permit the children to cross over the canal safely.

Project 2. Safety Town

To educate our children, a Safety Town will be constructed. A Safety Town is a community-based project designed to introduce and teach young children various aspects of safety. Through the use of age-appropriate, hands-on, interactive experiences, children will enjoy learning behaviors and practices that can help reduce the chance of serious injury. Safety Town is a safe and interesting learning environment that is set up to simulate an actual town. This portable site features mock buildings, sidewalks and streets, and is used as a practice area for safety lessons in a community.

Project 3. Sidewalk Installation

Sidewalks need to be installed/repared in many areas around the City due to safety concerns for children walking to school. These required sidewalks need to be added due to the safety of children walking on the streets and/or through grass swale areas.

** Please note that Projects 2 and 3 are provided for informational purpose only and are not considered under this resolution. They will be presented in a separate resolution at a future meeting.**

Current Situation

Staff prepared specifications to retain a FDOT pre-qualified civil engineer/structural engineer consultant to provide services required under a non-exclusive services contract. The request for qualifications was prepared in accordance with Florida Statute 287.055 Consultants' Competitive Negotiation Act. The RFQ 10-11-006 was posted on October 25, 2010. A broadcast notice was sent to 1,239 vendors. Thirty-eight

proposal packages were requested. The proposals were opened on November 16, 2010. Seven proposals were received and publicly read for Civil and Structural Engineering services.

A selection/evaluation committee consisting of Public Works Director, City Engineer, Assistant Public Works Director, and CIP Project Manager returned ranking sheets to Procurement on November 24, 2010. A committee meeting was held on December 6, 2010, to discuss how many firms should be shorted listed. References for all short listed firms were checked and deemed favorable. Oral presentations were conducted on January 11, 2011. Each firm was given the list of questions with thirty minutes for their presentation. The schedule was as follows:

Keith and Schnars, P.A.	9:00 a.m.
Kimley-Horn & Associates	10:00 a.m.
Metric Engineering, Inc.	11:00 a.m.

Upon conclusion of the oral presentations, the committee ranked the firms. Staff is recommending Kimley-Horn & Associates be awarded the contract to provide conceptual designs and construction documents to construct a new pedestrian bridge at NW 175th Street and NW 42nd Avenue.

A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's Office for review.

Proposed Action:

It is recommended that the City Council approve the attached resolution authorizing the City Manager to negotiate and execute a contract with Kimley-Horn & Associates, Inc. located in Ft. Lauderdale, Florida, in an amount not to exceed \$100,000 to provide conceptual designs and construction documents to construct a new pedestrian bridge at NW 175th Street and NW 42nd Avenue.

Attachment:

Attachment A - Evaluation Ranking Sheet
Attachment B - Contract

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO
5 NEGOTIATE AND EXECUTE A CONTRACT WITH KIMLEY-HORN &
6 ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED
7 THOUSAND DOLLARS (\$100,000.00) TO PROVIDE CONCEPTUAL
8 DESIGN AND CONSTRUCTION DOCUMENTS FOR THE
9 CONSTRUCTION OF A NEW PEDESTRIAN BRIDGE AT NW 175TH
10 STREET AND NW 42ND AVENUE; PROVIDING FOR THE ADOPTION
11 OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

12
13 WHEREAS, the City of Miami Gardens was awarded a grant in the amount of
14 One Million Dollars (\$1,000,000.00) from the Florida Department of Transportation
15 ("FDOT") to complete three (3) school safety enhancement and educational projects
16 under the Federal Highway Administration's (FHWA) Surface Transportation Program,
17 and

18 WHEREAS, the construction of a pedestrian bridge at NW 42nd Street and NW
19 175th Street, is one of the projects to be completed pursuant to the grant award, and

20 WHEREAS, City staff prepared specifications for RFQ# 10-11-006 for an FDOT
21 pre-qualified engineering consultant to provide conceptual design and construction
22 documents for the pedestrian bridge, and

23 WHEREAS, the lowest apparent bidder is Kimley-Horn & Associates, Inc. located
24 in Fort Lauderdale, Florida,

25 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
26 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

27 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
28 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
29 made a specific part of this Resolution.

30 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
31 hereby authorizing the City Manager to negotiate and execute an Agreement with

32 Kimley-Horn & Associates, Inc. in an amount not to exceed One Hundred Thousand
33 Dollars (\$100,000.00) to provide conceptual design and construction documents for the
34 construction of a new pedestrian bridge at NW 175th Street and NW 42nd Avenue.

35 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
36 upon its final passage.

37 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
38 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

Moved by: _____

VOTE: _____

Mayor Shirley Gibson	_____ (Yes)	_____ (No)
Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT**

EVALUATION RANKING SHEET

**RFQ # 10-11-006 Engineering Services to Retrofit Existing or Construct New Pedestrian Bridge
January 11, 2011 – Oral Presentations**

By signing this form as an Evaluator, I certify that I have no conflict of interest

Signed _____

Dated: _____

Company	Evidence ability, capacity & skill to perform, include timeliness, stability, availability (max 100 pts)	Quality, depth of response to RFQ include detail approach to project (max 120 pts)	Experience & background similar services (max 80 pts)	Background & experience personnel assign to project (max 60 pts)	Current, recent & projected workload (max 40 pts)	Total (max. 400 pts.)
Keith & Schnars, PA, Doral, FL	90	104	76	57	40	367
Kimley-Horn & Assoc., Ft. Lauderdale, FL	94	115	75	59	40	383
Metric Engineering, Inc. Miami, FL	86	88	71	57	40	342

Comments:



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	February 9, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		
Funding Source:	General Funds		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	<i>N/A</i>			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X		<i>N/A</i>			
Sponsor Name	Councilman Oliver Gilbert III		Department:	City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA
 AUTHORIZING A RENTAL FEE WAIVER FOR THE MIAMI-DADE HOUSING CHOICE
 VOUCHERS SELF-SUFFICIENCY PROGRAM ("FSS") FOR USE OF THE BETTY T. FERGUSON
 RECREATIONAL COMPLEX TO HOST A JOB FAIR; PROVIDING FOR THE ADOPTION OF
 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The Miami Dade Housing Choice Voucher Self-Sufficiency Program (FSS) has approached the City with a request to use a facility to host a job fair for its program participants. The FSS program is a voluntary program designed to help families achieve economic independence over a five-year period. The program coordinating committee anticipates 250 participants and as many as 25 different employers.

**ITEM K-6) CONSENT AGENDA
 RESOLUTION
 Using the Betty T. Ferguson Complex
 to host a Job Fair**

Current Situation:

The FSS program seeks to host the job fair at the Betty T. Ferguson Community Center because of its capacity and easy access to public transportation. The job fair is to be held on Tuesday, March 19, 2010 (specific time details to follow). Approximately 25 employers will be present and will set up booths in order to conduct interviews for potential employment for FSS program participants. The proposed space at the Community Center to host this event is the auditorium. The normal rental fee for the use of the auditorium is \$720 (\$90 per hour x 8 hours [estimated]). The Community Center schedule has been verified and is available on this date. Councilman Oliver G. Gilbert has requested that the City Council waive the fee rental for the Community Center.

Proposed Action:

Councilman Gilbert recommends that the City Council approve the use of the Betty T. Ferguson Community Center auditorium to host a job fair for FSS Program participants on Tuesday, March 19, 2011, and to waive the normal rental fees for the use of this space.

Attachment:

None

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA AUTHORIZING A RENTAL FEE
5 WAIVER FOR THE MIAMI-DADE HOUSING CHOICE VOUCHERS
6 SELF-SUFFICIENCY PROGRAM ("FSS") FOR USE OF THE
7 BETTY T. FERGUSON RECREATIONAL COMPLEX TO HOST A
8 JOB FAIR; PROVIDING FOR THE ADOPTION OF
9 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

10
11 WHEREAS, the Miami-Dade Housing Choice Voucher Self-Sufficiency Program
12 ("FSS") has requested to utilize the Betty T. Ferguson Recreational Complex to host a
13 job fair for program participants on Tuesday, March 19, 2011, and

14 WHEREAS, the FSS program is a voluntary program designed to help families
15 achieve economic independence, and

16 WHEREAS, the facility rental fee for use of the Betty T. Ferguson Recreational
17 Complex is \$90 per hour, and

18 WHEREAS, it is anticipated that 250 participants, and approximately 25
19 employers will be present to conduct interviews during the job fair, and

20 WHEREAS, Councilman Oliver Gilbert is requesting that the City Council waive
21 the facility rental fee for this purpose,

22 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
23 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

24 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
25 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
26 made a specific part of this Resolution.

27 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens,
28 Florida hereby waives the rental fee for the Miami-Dade Housing Choice Vouchers Self-
29 Sufficiency Program ("FSS") for use of the Betty T. Ferguson Recreational Complex to
30 host a job fair.

31 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
32 upon its final passage.

33 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
34 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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SHIRLEY GIBSON, MAYOR

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42 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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49 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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52 SPONSORED BY: COUNCILMAN OLIVER GILBERT, III

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54 Moved by: _____

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56 **VOTE:** _____

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58 Mayor Shirley Gibson _____ (Yes) _____ (No)

59 Vice Mayor Aaron Campbell _____ (Yes) _____ (No)

60 Councilwoman Lisa Davis _____ (Yes) _____ (No)

61 Councilman Oliver Gilbert, III _____ (Yes) _____ (No)

62 Councilwoman Sharon Pritchett _____ (Yes) _____ (No)

63 Councilwoman Felicia Robinson _____ (Yes) _____ (No)

64 Councilman Andre' Williams _____ (Yes) _____ (No)

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	February 9, 2011		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	CDBG Funds		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Obj. - Advance Business & Economic Development in 3 established major corridors			
	X						
Sponsor Name	Mayor Shirley Gibson		Department:	City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY TO CREATE THE MIAMI GARDENS CHAMBER OF COMMERCE; APPROVING THE INITIAL FUNDING FOR FISCAL YEAR 2011-2012, IN THE AMOUNT OF \$120,000 FROM CDBG FUNDING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

Since the City's incorporation in 2003, focused attention to the growth needs of the City's businesses has unfortunately taken a back seat to other priorities such as crime reduction and right-of-way improvements. Then, with the economic recession beginning in 2008, circumstances prevented a concerted effort that made viable sense. However, as the economy continues to stabilize, the need for a

**ITEM K-7) CONSENT AGENDA
RESOLUTION
Miami Gardens Chamber of Commerce**

dedicated Chamber of Commerce for the businesses in Miami Gardens becomes increasingly important. Over the past year, the Mayor has investigated the creation of a chamber-style organization.

Chambers act as advocates for businesses by promoting civic, commercial and industrial progress within a community. Additionally, Chambers work diligently on behalf of their members with community partners for the establishment of sound legislation and efficient administration at all levels of government. Most consumers (59%) think that being active in the local chamber of commerce is an effective business strategy overall. When consumers know that a small business is a member of the chamber of commerce, they are 44% more likely to think favorably of it and 63% more likely to purchase goods or services from the company in the future.

Current Situation:

Businesses in Miami Gardens do not have a dedicated Chamber of Commerce. Some of the businesses are members of the North Dade Chamber, the Miami Dade Chamber, or the Aventura Marketing Council. However, none of these organizations subscribe to the single focus of serving Miami Gardens' based businesses and attracting new business to this City. The benefits of a Miami Gardens Chamber of Commerce are several. As a separate legal entity, the Chamber can perform certain functions and projects specific to its mission, including the recruitment of new businesses in targeted industries identified by the City. The Chamber as a 501(c) 6 can solicit and accept donations, grants, gifts and other financial awards. Other projects include marketing the city as a destination location, promotion of industrial parks to possible tenants, business development, creation of an interactive business directory, and the fulfillment of business-to-business relationships.

The City's 5-year Strategic Plan recognized the need to make Business and Economic Development a priority area, with the objective to advance business and economic development in 3 established major corridors. By creating a Miami Gardens Chamber organization, the City will further be able to reach the goals outlined to meet this objective:

1. Establish and define the City's economic development function.
2. Enhance retail & service mix.
3. Redevelop existing industrial parks.
4. Strengthen professional office base inventory.

A Miami Gardens Chamber of Commerce will add value to the City and its businesses by creating a brand, print and marketing initiative in order to focus its outreach efforts on local businesses and the recruitment of new businesses in target industries unmet by other established organizations.

A resolution is needed to direct the City Manager and the City Attorney to take any and all necessary steps to create a Miami Gardens Chamber organization.

The 501-c6 entity would be named ***The Miami Gardens Chamber of Commerce***, and the proposed structure is as follows:

- **Structure:** The organization would be an independent entity separate and apart from the City of Miami Gardens.

- **Governance:** The day-to-day operations of the Chamber would be managed by an Executive Director, with policy decisions being made by the Board of Directors. The City Council will appoint the interim Executive Director whose appointment can be later ratified by the Board of Directors once appointed, or the Board can reserve the right to appoint another Executive Director.
- **Purpose:** To service the needs of the business community by securing resources and implementing programs designed to enhance the City's economic engine. The Miami Gardens Chamber of Commerce will further exist to be the vehicle to carry out the economic development goals set forth by the City in its long-range strategic plans.
- **Board of Directors:** The Board of Directors would be made up of local business leaders, representatives from one or more of the universities within the City, and at least one City representative. The main mission of the Board will be economic development in the City. With that overarching mission, Board members are expected to advocate and raise money and resources to support the organization's mission.
- **Funding:** The City of Miami Gardens would provide initial support to the Miami Gardens Chamber organization in three ways:
 - Initial financial support through a direct allocation of Community Development Block Grant Funds for no more than three (3) years

FY 10-12:	\$120,000*
FY 11-12:	\$80,000
FY 12-13:	\$30,000
Estimated Impact	\$230,000

The attached resolution is requesting that the City Council direct the City Manager and City Attorney to take any and all steps necessary to create the City of Miami Gardens Chamber of Commerce, and approve the CDBG Fund allocation of \$120,000 in FY 10-11 to support the partial year staffing and start-up costs.

*Note: the initial funding amount will be determined when the organization receives its approved Articles of Incorporation. The \$120,000 is a not to exceed amount that will go toward first year of the Chamber's operation.

Proposed Action:

Mayor Gibson recommends that the City Council adopt the attached resolution approving the Miami Gardens Chamber of Commerce Concept; directing the City Manager and City Attorney to take any and all steps necessary to create a City of Miami Gardens Chamber of Commerce, and allocate \$120,000 from the CDBG Fund in FY 10-11 to support the partial year staffing and start-up costs.

Attachment:

None

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
5 MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL
6 STEPS NECESSARY TO CREATE THE MIAMI GARDENS
7 CHAMBER OF COMMERCE; APPROVING THE INITIAL
8 FUNDING FOR FISCAL YEAR 2011-2012, IN THE AMOUNT OF
9 \$120,000 FROM CDBG FUNDING; PROVIDING FOR THE
10 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
11 EFFECTIVE DATE.
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14 WHEREAS, businesses in the City of Miami Gardens do not have a dedicated
15 Chamber of Commerce, and

16 WHEREAS, a Chamber of Commerce would assist the City's businesses with
17 attracting new business and would provide a network for persons wishing to do
18 business in the City, and

19 WHEREAS, over the past year, Mayor Shirley Gibson has worked with the City
20 Manager's office in an effort to determine the best mechanism for creating a Chamber
21 style organization in the City of Miami Gardens, and

22 WHEREAS, Mayor Shirley Gibson is recommending, that the City Council
23 authorize the City Manager and City Attorney to take all steps to form a City of Miami
24 Gardens Chamber of Commerce, and

25 WHEREAS, although the City would initially form the Chamber, and will appoint
26 the initial board of directors, the organization would be an independent entity separate
27 and apart from the City of Miami Gardens, and

28 WHEREAS, the day-to-day operations of the Chamber would be managed by an
29 executive director, with policy decisions being made by the board of directors, and

30 WHEREAS, the City will hire an interim executive eirector, which can be later
31 ratified by the Board of Directors, and

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WHEREAS, in addition, Mayor Gibson is recommending that the City provide seed money for the first three fiscal years of operation for the Chamber of Commerce as follows:

FY10-11: \$120,000
FY11-12: \$80,000
FY12-13: \$30,000, and

WHEREAS, initial funding for Fiscal Year 2010-2011 in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) is being requested in this Resolution, and funding for any subsequent years would have to be approved in the annual Budget process,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Attorney to take any and all steps necessary to create an organization whose purpose is the operation of the Miami Gardens Chamber of Commerce, and approves the initial funding for Fiscal Year 2011-2012, in the amount of \$120,000 from CDBG funding.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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SHIRLEY GIBSON, MAYOR

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65 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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72 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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75 SPONSORED BY: MAYOR SHIRLEY GIBSON

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77 Moved by: _____

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79 **VOTE:** _____

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81 Mayor Shirley Gibson _____ (Yes) _____ (No)

82 Vice Mayor Aaron Campbell _____ (Yes) _____ (No)

83 Councilwoman Lisa Davis _____ (Yes) _____ (No)

84 Councilman Oliver Gilbert, III _____ (Yes) _____ (No)

85 Councilwoman Sharon Pritchett _____ (Yes) _____ (No)

86 Councilwoman Felicia Robinson _____ (Yes) _____ (No)

87 Councilman Andre' Williams _____ (Yes) _____ (No)

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**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	February 9, 2011		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
<i>(Enter X in box)</i>		X	<i>(Enter X in box)</i>				
			Public Hearing:	Yes	No	Yes	No
			<i>(Enter X in box)</i>				
Funding Source:	N/A		Advertising Requirement:	Yes		No	
			<i>(Enter X in box)</i>			X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
<i>(Enter X in box)</i>	X						
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Objective/Strategy:			
<i>(Enter X in box)</i>		X	Enhance Organizational <input type="checkbox"/>	<i>(list the specific objective/strategy this item will address)</i>			
			Bus. & Economic Dev <input type="checkbox"/>	N/A			
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communication <input type="checkbox"/>				
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Police Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT OUTLINING USE OF INFORMATION RELATED TO RED LIGHT CAMERA OPERATIONS, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The Florida Department of Law Enforcement requires law enforcement agencies participating in a red light camera program to execute a user agreement to allow use of the participating agency's Originating Agency Identifier (ORI) to facilitate access to vehicle registration information. The ORI is utilized when computer queries are made by the vendor in order to issue the red light infraction. As such, staff recommends that council adopt the attached FDLE supplemental agreement.

**ITEM K-8) CONSENT AGENDA
RESOLUTION
Agreement w/ FDLE concerning
Red Light Camera Operation**

Proposed Action:

That the City Council authorizes the City Manager to execute the attached agreement with the FDLE outlining use of information related to Red Light Camera Operations.

Attachment:

Attachment A: Red Light Camera Operations Supplement

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY
5 MANAGER AND CITY CLERK TO EXECUTE AND ATTEST
6 RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE
7 FLORIDA DEPARTMENT OF LAW ENFORCEMENT OUTLINING
8 USE OF INFORMATION RELATED TO RED LIGHT CAMERA
9 OPERATIONS, ATTACHED HERETO AS EXHIBIT "A";
10 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
11 PROVIDING AN EFFECTIVE DATE.

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13 WHEREAS, the Florida Department of Law Enforcement ("FDLE") requires law
14 enforcement agencies participating in a red light camera program to execute a user
15 Agreement, and

16 WHEREAS, the Agreement will allow use of the participating agency's
17 Originating Agency Identifier ("ORI") to facilitate access to vehicle registration
18 information to issue red light camera infractions,

19 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
20 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

21 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
22 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
23 made a specific part of this Resolution.

24 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
25 hereby authorizes the City Manager to execute that certain Agreement with the Florida
26 Department of Law Enforcement outlining use of information related to red light camera
27 operations, attached hereto as Exhibit "A".

28 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
29 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
30 be maintained by the City, and one to be delivered to Florida Department of Law
31 Enforcement.

32 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
33 upon its final passage.

34 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
35 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2011.

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SHIRLEY GIBSON, MAYOR

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43 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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50 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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53 SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

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55 Moved by: _____

56

57 **VOTE:** _____

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59 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
60 Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
61 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
62 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
63 Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No)
64 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
65 Councilman Andre' Williams	_____ (Yes)	_____ (No)

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RED-LIGHT CAMERA OPERATIONS SUPPLEMENT TO CRIMINAL JUSTICE USER AGREEMENT

This Agreement supplements the Criminal Justice User Agreement entered into between the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the State of Florida, and the _____, with headquarters at _____, (hereinafter referred to as the User), and dated _____.

PURPOSE: This Supplemental Agreement is to document the terms and conditions under which the User is authorized to permit the use of its Originating Agency Identifier (ORI) to facilitate access to vehicle registration information provided via FDLE's International Justice and Public Safety Network (Nlets) connection, the Florida Crime Information Center (FCIC II) Message Switch, and the Florida Department of Highway Safety and Motor Vehicles (DHSMV), for use in association with red-light camera traffic infraction detection operations implemented by county and municipal governments as authorized by Chapter 2010-80, Laws of Florida.

Whereas, FDLE is duly authorized and agrees to ensure access to the information services provided to the User via Nlets;

Whereas, the User provides law enforcement services for the

_____ (governmental entity);

Whereas, the governmental entity has contracted with a vendor for the purposes of traffic code enforcement using red-light cameras;

Whereas, the vendor, as a designated strategic partner with Nlets, submits queries to DHSMV via FDLE's Nlets connection and the FCIC II Message Switch, and such queries include the User's ORI;

Therefore, the FDLE and the User do hereby agree as follows:

Section I FDLE REQUIREMENTS

FDLE agrees to provide the information services described above and will adhere to the following terms and conditions:

1. Serve as the primary point of contact for Nlets transactions that originate on behalf of the User by the authorized vendor.
2. Monitor the use of the FCIC and Nlets to ensure that automated traffic generated as a result of red-light camera traffic infraction detection operations do not have an adverse impact on officer safety.

3. In the event of an outage of normal NCIC services for any reason, FDLE reserves the right to curtail or discontinue the processing of red-light camera inquiries until the event or situation that caused the outage has passed or been resolved and services are fully restored.

Section II USER REQUIREMENTS

By providing access to the information services described above, the User agrees to adhere to the following terms and conditions:

1. The User shall ensure that all vendor personnel reviewing the vehicle registration information provided as authorized herein are current in CJIS Online certification, as prescribed by FDLE.
2. The User shall not share any state or national Hot File Information to which it has access with the Vendor. The Vendor shall not view or store any Hot File information on behalf of the User. (All other restrictions on access to and dissemination of information obtained by or available to User under its User Agreement with FDLE continue to apply.)
3. The User shall enter into an instrument of agreement with the Vendor acknowledging information is obtained by the Vendor via Nlets and the FCIC II Message Switch on behalf of the User. A copy of this agreement shall be forwarded to FDLE. The User shall ensure the Vendor complies with access and dissemination policies for any information obtained via a query processed through the FCIC II Message Switch.

IN WITNESS HEREOF, the parties hereto have caused this Supplemental Agreement to be executed by the proper officers and officials as of the later date indicated below.

NAME OF USER AGENCY _____

AGENCY HEAD

_____ TITLE _____
(PLEASE PRINT)

(SIGNATURE)

DATE _____

WITNESS _____ TITLE _____

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY _____ TITLE _____
(PLEASE PRINT)

(SIGNATURE)

DATE _____

WITNESS _____ TITLE _____