



## CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

**Meeting Date:** March 23, 2011  
1515 NW 167<sup>th</sup> St., Bldg. 5, Suite 200  
Miami Gardens, Florida 33169  
**Next Regular Meeting Date:** April 11, 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  
Councilman David Williams Jr.  
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 – March 9, 2011
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
  - F-1) Councilman David Williams Jr – Our Children
  - F-2) Chief Boyd – Officer of the Month

- F-3) Chief Boyd – Citizen Notification Program
- F-4) City Clerk Presentation – Institute Elected Municipal Officials

**(G) PUBLIC COMMENTS**

**(H) ORDINANCE(S) FOR FIRST READING:**

**H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 24-126 OF THE CITY’S CODE OF ORDINANCES REGARDING TOWING PERMIT; AMENDING SECTION 24-157 REGARDING NONCONSENT TOWING; AMENDING SECTION 24-159 REGARDING NONCONSENT TOWING FROM PRIVATE PROPERTY; AMENDING SECTION 24-160 REGARDING REQUIREMENTS FOR IMMOBILIZING VEHICLES WITHOUT PRIOR CONSENT; DELETING SECTION 24-163 REGARDING POSTING OF TOWING SIGNS; RENUMBERING THE REMAINDER OF CHAPTER 24, ARTICLE IV OF THE CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

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

**I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE ARTICLE X RELATING TO ALCOHOL SALE AND CONSUMPTION; REGULATING HOURS AND DAYS OF SALE AND CONSUMPTION; PROVIDING FOR VIOLATIONS AND COMPLIANCE; AMENDING SECTION 34-146 OF THE CITY’S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1<sup>st</sup> Reading – March 9, 2011)**

**I-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ARTICLE IX, DIVISION 3, SECTION 2-752(2) OF THE CODE OF ORDINANCES, TO REDUCE THE PERFORMANCE BOND REQUIREMENT FOR CONTRACTS VALUED AT LESS THAN**

**\$150,000.00, FROM TEN PERCENT TO FIVE PERCENT IN INSTANCES WHERE THE CITY MANAGER DEEMS A BOND TO BE APPROPRIATE; AMENDING SECTION 2-753 TO ADD SUBSECTION 4 TO PROVIDE A PROCESS FOR THE WAIVER OF BID BONDS FOR CONTRACTS VALUED BETWEEN \$10,001.00 AND \$50,000.00, FOR BIDDERS WHO HAVE SUCCESSFULLY COMPLETED THREE (3) OR MORE BIDS WITH THE CITY WITHOUT MAJOR COMPLAINTS OR DEFICIENCIES, AND AMENDING SECTION 2-753 TO ADD SUBSECTION 5 TO PROVIDE THAT PROOF OF INSURANCE SHALL ONLY BE REQUIRED AFTER RANKING OF THE BIDDERS BY THE CITY, OR PRIOR TO EXECUTION OF A CONTRACT WITH THE CITY, WHICHEVER COMES FIRST; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN OLIVER G. GILBERT III) (1<sup>st</sup> Reading - March 9, 2011)**

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

**J-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN SUB-RECIPIENT AGREEMENT WITH YVE & ASSOCIATES IN AN AMOUNT NOT TO EXCEED SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$7,550.00) TO PROVIDE TRAINING TO ELIGIBLE SMALL BUSINESS OWNERS, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**(K) CONSENT AGENDA**

**K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RENEWAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS599 FOR PUBLIC WORKS SERVICES IN THE AMOUNT OF FIFTY-EIGHT THOUSAND, FOUR DOLLARS (\$58,004.00), 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-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS670 FOR PUBLIC WORKS SERVICES IN THE AMOUNT OF FIFTY-EIGHT THOUSAND, FOUR DOLLARS (\$58,004.00), 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-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN SECOND AMENDMENT TO THE 2007 MEMORANDUM OF AGREEMENT WITH THE CITY OF MIRAMAR THROUGH THE FEDERAL DEPARTMENT OF HOMELAND SECURITY, A COPY OF WHICH IS 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-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, OFFERING AN EXPRESSION OF SUPPORT TO JAPAN IN THE WAKE OF THE RECENT TSUNAMI AND EARTHQUAKE; REQUESTING THAT OTHER MUNICIPALITIES IN DADE COUNTY ADOPT SIMILAR RESOLUTIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA DAVIS)**

**(L) RESOLUTION(S)**

None

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

M-1) City Manager's Monthly Report

M-2) Chief Boyd, Police Department Monthly Report

M-3) City Attorney's Report

a. Schedule Executive Session in the N&J Litigation Matter

b. Request for Waiver of Conflict from Sterns Weaver

**(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](http://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**

<b>Council Meeting Date:</b>	March 23, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>		X		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X	<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
					X		
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
	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"/> Communcation <input type="checkbox"/>	N/A			
<b>Sponsor Name</b>	Dr. Danny O. Crew, City Manager		<b>Department:</b>	Building and Code Compliance			

**Short Title:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 24-126 OF THE CITY'S CODE OF ORDINANCES REGARDING TOWING PERMIT; AMENDING SECTION 24-157 REGARDING NONCONSENT TOWING; AMENDING SECTION 24-159 REGARDING NONCONSENT TOWING FROM PRIVATE PROPERTY; AMENDING SECTION 24-160 REGARDING REQUIREMENTS FOR IMMOBILIZING VEHICLES WITHOUT PRIOR CONSENT; DELETING SECTION 24-163 REGARDING POSTING OF TOWING SIGNS; RENUMBERING THE REMAINDER OF CHAPTER 24, ARTICLE IV OF THE CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

In accordance with the City's Strategic Plan, the Code Compliance Division has been working on streamlining and automating various administrative and enforcement processes. As a part of these

**ITEM H-1) ORDINANCE  
FIRST READING  
Amending the Tow Ordinance**

efforts, current legislation is being reviewed to determine if amendments to the existing regulations may be required to facilitate automation or to enhance the efficiency and effectiveness of various programs.

Article IV (Towing) of the City's Code of Ordinances is the first set of regulations to be reviewed. This section regulates the owners and operators of towing companies conducting business in the City of Miami Gardens. In general, a towing company is required to obtain and renew a City permit, meet specific notification and signage requirements, charge rates in accordance with the limits established by the City, and ensure safe access for the retrieval of the vehicle. Both non-consent tows and immobilization of vehicles are governed by Article IV (Towing).

City staff examined these provisions in order to identify practical solutions to improve the administrative functions as well as ensure full automation of the program and have made the following determination:

1. The documentation stipulated in the regulations are superfluous; and
2. The recording keeping requirements in the ordinance were voluminous; and upon further evaluation of the effectiveness of this recordkeeping, and in an effort to reduce the amount of paper generated and stored, staff is proposing certain amendments:

The amendments to Article IV (Towing) proposes the deletion of the following requirements:

- Collection of all drivers' license numbers and service dates of each vehicle in the fleet;
- Tow companies management and maintenance plans as well as communication systems;
- Notifying the City about insurance update/cancellation and naming the City as an additional insured to its policy;
- Furnishing the contractual agreements with private property owners;
- Regulating the information that is printed on receipts; and
- Approval of the signs posted on the property.

The Adoption of this amendment will improve the overall efficiency of the program.

## **Proposed Action:**

Staff recommends the adoption of the attached ordinance amending Article IV (Towing) to ensure alignment with the City's strategic goal to streamline operations and enhance organizational effectiveness.

**Attachment:**

None

ORDINANCE NO. 2011 \_\_\_\_\_

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 24-126 OF THE CITY'S CODE OF ORDINANCES REGARDING TOWING PERMIT; AMENDING SECTION 24-157 REGARDING NONCONSENT TOWING; AMENDING SECTION 24-159 REGARDING NONCONSENT TOWING FROM PRIVATE PROPERTY; AMENDING SECTION 24-160 REGARDING REQUIREMENTS FOR IMMOBILIZING VEHICLES WITHOUT PRIOR CONSENT; DELETING SECTION 24-163 REGARDING POSTING OF TOWING SIGNS; RENUMBERING THE REMAINDER OF CHAPTER 24, ARTICLE IV OF THE CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the City's strategic plan, City staff is working on streamlining and automating various administrative and enforcement processes, and

WHEREAS, to complete this task, City staff is reviewing legislation to determine if amendments to existing regulations are necessary, and

WHEREAS, City staff recently reviewed Chapter 24, Article IV of the City's Code of Ordinances which regulates towing, and

WHEREAS, the current Ordinance requires superfluous documentation and voluminous recordkeeping requirements, and

WHEREAS, in order to facilitate the City's goal to improve overall efficiency, staff recommends the proposed amendments,

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Added language is underlined. Deleted language is stricken through.

32           Section 2.    AMENDMENT:       Section 24-126 of the Code of Ordinances, shall  
33 be amended as follows:

34           (a)    It shall be unlawful for any person to recover, tow or remove a  
35 vehicle or provide storage in connection therewith or to cause or  
36 permit any other person for compensation to recover, tow or  
37 remove a vehicle or provide storage in connection therewith, or to  
38 advertise or offer to recover, tow or remove a vehicle or provide  
39 storage in connection therewith within the city limits of the city,  
40 without first obtaining and maintaining a current towing permit  
41 pursuant to the provisions of this article; provided, however, that a  
42 property owner without a towing permit may cause or allow the  
43 removal of a vehicle from his/her property in accordance with the  
44 provisions of this article. The provisions of this article do not apply  
45 to persons who use a towing vehicle to transport their vehicles  
46 purely for personal, family, household or recreational use.

47  
48           (b)    Nothing in this article shall be construed to prohibit the discharge or  
49 storage of a vehicle lawfully recovered, towed or removed in  
50 another county and lawfully transported into Miami-Dade County  
51 and/or the city; nor shall anything in this ordinance be construed to  
52 prohibit a vehicle owner or his/her authorized agent from requesting  
53 the services of a towing business not regularly doing towing  
54 business in the county and/or the city to remove the owner's vehicle  
55 to a location outside the county.

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57           (c)    Nothing in this article shall be construed to prevent a natural person  
58 from working in an employment relationship for another person  
59 holding a valid license under this ordinance; however, any person  
60 who is an independent contractor and not an employee of a  
61 licensed person is also subject to all the requirements and  
62 provisions of this article.

63  
64           (d)    Every application for a towing permit shall be in writing, signed and  
65 verified by the applicant, and filed with the building and code  
66 compliance department together the appropriate processing fee, as  
67 established by resolution by the city council of the city. The  
68 statements contained in the application shall become a part of the  
69 towing permit and may be modified only in accordance with the  
70 provisions of this article.

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72           (e)    Every application for a towing permit shall be on a form prescribed  
73 by the city manager or his/her designee and shall contain all the  
74 information required by that form, including, but not limited to:

Added language is underlined. Deleted language is stricken through.

- 75
- 76 (1) Sufficient information to identify the applicant, including but
- 77 not limited to, full legal name, date of birth or of formation of
- 78 legal entity, telephone numbers, and all business and
- 79 residence addresses. If the applicant is a corporation, the
- 80 foregoing information shall also be provided for each
- 81 corporate officer, director, resident agent and shareholder. If
- 82 the applicant is a partnership, the foregoing information
- 83 shall also be provided for each general and limited partner.
- 84 Post office box addresses shall not be accepted;
- 85
- 86 (2) A copy of the valid towing license issued by the county
- 87 consumer services department;
- 88
- 89 (3) The make, model, and manufacturer's serial number of the
- 90 vehicles utilized in such towing activities;
- 91
- 92 ~~(4) The date the vehicle was put into service;~~
- 93
- 94 ~~(5) The driver's license number of the owner and of all towing~~
- 95 ~~service vehicle operators;~~
- 96
- 97 ~~(6) (4) The name of the insurance company or companies with~~
- 98 ~~which the owner and operators have liability insurance~~
- 99 ~~coverage for the operation of the vehicle as required by law~~
- 100 A copy of a properly completed certificate of insurance
- 101 evidencing all required insurance coverages pursuant to
- 102 Section 30-165 of the Miami-Dade County Code of
- 103 Ordinances;
- 104
- 105 ~~(7) (5) Any trade name under which the applicant operates, intends~~
- 106 ~~to operate, or has previously operated, and a description of~~
- 107 ~~proposed, existing and previous towing vehicles' colors and~~
- 108 ~~markings;~~
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- 110 ~~(8) A description of the applicant's management plan, which~~
- 111 ~~shall include but not be limited to the following:~~
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- 113 a. ~~The location and description of all places of business;~~
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- 115 b. ~~A description of all existing towing vehicles and~~
- 116 ~~equipment;~~

Added language is underlined. Deleted language is stricken through.

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- ~~e. A description of the plan and facilities for maintaining towing vehicles and equipment;~~
- ~~d. A system for handling complaints and accidents;~~
- ~~e. Insurance coverage; and~~
- ~~f. A description of any communication system;~~

~~(9)~~ (6) A description of nonconsent tower services proposed to be provided, including but not limited to days and hours of operation and types of towing and storage services to be provided;

~~(10)~~ Proof of insurance as required by this article;

~~(11)~~ (7) The signature of each individual applicant, owner, partner, officer, or authorized agent; and

~~(12)~~ (8) An agreement on the part of the applicant to abide by the provisions of this article, the applicable ordinances/codes of the county, and the laws of the state.

(f) It shall be a violation of this section to fail to report, within 15 calendar days, to the city building and code compliance department any material change pertaining to the information supplied by the applicant or licensee for his/her license, including, but not limited to, changing the location of any of the applicant's place of business.

(g) Each nonconsent tower who applies for a towing permit shall ~~provide with his/her application for a permit the following:~~ certify that the existing or proposed towing rates and charges are less than or equal to the maximum rates established by the City.

~~(1)~~ A listing of all of his/her existing or proposed rates and charges in a format approved by the city manager or his/her designee;

Added language is underlined. Deleted language is stricken through.

- 157                   ~~(2) The names and addresses of corporate officials that can~~  
158                   ~~accept service of process for the towing company and such~~  
159                   ~~other information as may be required;~~  
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161                   ~~(3) An agreement to indemnify and hold harmless the city for~~  
162                   ~~any actions taken by the applicant;~~  
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164                   ~~(4) Such additional information about the nonconsent tower~~  
165                   ~~applicant as the code enforcement director may deem~~  
166                   ~~appropriate.~~  
167  
168           (h)     ~~It shall be unlawful for any tow truck company receiving~~  
169                   ~~compensation to recover, tow, or remove a vehicle or to provide~~  
170                   ~~vehicle storage services in connection therewith, until that company~~  
171                   ~~has filed with the city, for each tow truck and tow truck company, an~~  
172                   ~~insurance policy or policies or certificates of insurance which shall~~  
173                   ~~indemnify/insure such company for its liability, at a minimum, as~~  
174                   ~~follows:~~  
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176                   ~~(1) Auto liability for each tow truck: \$500,000.00 combined~~  
177                   ~~single limit.~~  
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179                   ~~(2) General/garage liability:~~  
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181                             ~~a. \$500,000.00 combined single limit.~~  
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183                             ~~b. Garage keeper's liability, \$50,000.00 for any one~~  
184                             ~~vehicle and \$100,000.00 per occurrence.~~  
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186                             ~~c. \$50,000.00 on-hook cargo liability coverage for each~~  
187                             ~~vehicle.~~  
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189                   ~~(3) Worker's compensation as required by state law.~~  
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191           (i)     ~~All insurance policies required shall be issued by insurance~~  
192                   ~~companies authorized and qualified to do business in the state.~~  
193                   ~~Such insurance companies must carry a "B+" rating or higher as~~  
194                   ~~determined by the A.M. Best Guide. No policy shall be accepted~~  
195                   ~~which is less than a six-month duration. Each policy shall be~~  
196                   ~~endorsed to provide for 30 days notice by U.S. mail to the city of~~  
197                   ~~any material change, cancellation or expiration of the policy.~~  
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Added language is underlined. Deleted language is stricken through.

199 (j) ~~A properly completed certificate of insurance evidencing all~~  
200 ~~insurance coverages shall be made available to the article upon~~  
201 ~~application for an operating permit. The city must be named as an~~  
202 ~~additional insured on said policies.~~

203  
204 (k) ~~Evidence of the renewal of the policy shall be filed with the article~~  
205 ~~prior to such policy's expiration date. Failure to file such evidence~~  
206 ~~of insurance, or failure to have same in full force and effect, may~~  
207 ~~result in denial of a permit, revocation or suspension of the permit,~~  
208 ~~a denial of renewal of such permit, issuance of a civil citation, a~~  
209 ~~misdemeanor conviction or other such remedies available to the~~  
210 ~~article herein.~~

211  
212 ~~(j)~~(h) Failure to provide current certificates of insurance or policies or  
213 failure to maintain the required coverage for each tow truck/tow  
214 truck company shall result in suspension of the towing operating  
215 permit, which shall remain in effect until proof of compliance with  
216 this section is submitted to the director and approved.

217  
218 (m) ~~Insurance requirements do not apply to governmental agencies.~~  
219

220 Section 3. AMENDMENT: Paragraph (8) of Section 24-157 of the Code of  
221 Ordinances shall be amended as follows:

222 \* \* \* \* \*

223 (8) ~~Persons who provide services pursuant to this section shall~~  
224 ~~file and keep on record with the building and code~~  
225 ~~compliance department a complete copy of all current rates~~  
226 ~~charged for the recovery, towing or removal of vehicles and~~  
227 ~~storage provided in connection therewith. Such persons~~  
228 ~~shall also display prominently at each vehicle storage site a~~  
229 ~~schedule of all charges and rates for removal of vehicles at~~  
230 ~~the request of property owners. The rate schedule shall be~~  
231 ~~posted prominently in the area designated for the vehicle~~  
232 ~~owner or his/her agent to transact business. Such area shall~~  
233 ~~provide shelter, safety and lighting adequate for the vehicle~~  
234 ~~owner or his/her authorized representative to read the~~  
235 ~~posted rate schedule. Further, notice shall be posted~~  
236 ~~advising the vehicle owner or his/her authorized~~  
237 ~~representative of the right to request and review a complete~~  
238 ~~schedule of charges and rates for towing services provided~~

Added language is underlined. Deleted language is stricken through.

239 at police request for the jurisdiction in which the police order  
240 to tow was made.

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\* \* \* \* \*

243 Section 4. AMENDMENT: Paragraph (a) of Section 24-159 of the Code of

244 Ordinances shall be amended as follows:

245 (a) It shall be unlawful for any person to tow or cause to be towed any  
246 vehicle parked on private real property unless the owner, operator,  
247 or agent has obtained the appropriate towing permit from the City;  
248 and the provisions of F.S. § 715.07 have been complied with,  
249 together with the following requirements:

250  
251 (1) ~~The owner, operator, or agent must obtain the appropriate~~  
252 ~~towing permit from the city.~~

253  
254 (2) ~~The owners of the real property and the towing service shall~~  
255 ~~have executed, at least 24 hours prior to the towing or~~  
256 ~~removal of any vehicle, a written agreement for~~  
257 ~~nonconsent/trespass towing, which agreement shall contain~~  
258 ~~the following provisions:~~

259  
260 a. ~~The duration of the agreement;~~

261  
262 b. ~~The time of day that such towing or removal is~~  
263 ~~authorized;~~

264  
265 c. ~~The days of the week that such towing or removal is~~  
266 ~~authorized;~~

267  
268 d. ~~The fees to be paid for the towing or the removal;~~

269  
270 e. ~~The signatures of both the property owner, or the~~  
271 ~~authorized representative, and the owner, or~~  
272 ~~authorized representative, of the towing service,~~  
273 ~~certifying that each has read and is in compliance~~  
274 ~~with all the provisions of F.S. § 715.07.~~

275

Added language is underlined. Deleted language is stricken through.

276 (3) ~~The agreement may not be amended or modified in any~~  
277 ~~manner, which provides for terms or activities, which violate~~  
278 ~~the provisions of this division or F.S. § 715.07.~~

279  
280 (4) ~~A copy of the completed agreement shall be filed with the~~  
281 ~~city building and code compliance department.~~

282  
283 (5) ~~Where the private real property is provided for residential~~  
284 ~~parking other than for a single-family residence, the~~  
285 ~~agreement shall not authorize the towing service to tow~~  
286 ~~away or remove any vehicle without a verified request to~~  
287 ~~remove the specific vehicle by the property owner or an~~  
288 ~~authorized representative. A property owner representative~~  
289 ~~may include a resident manager, a property manager or~~  
290 ~~other agent who has the legal authority to bind the owner,~~  
291 ~~but may not be an officer, employee or agent of a towing~~  
292 ~~service.~~

293  
294 \* \* \* \* \*

295  
296 Section 5. AMENDMENT: Paragraph (7) of Section 24-160 of the Code of

297 Ordinances shall be amended as follows:

298 \* \* \* \* \*

299 (7) ~~No release or waiver of any kind purporting to limit or avoid~~  
300 ~~liability for damages to a vehicle that has been booted shall~~  
301 ~~be valid. In addition, any person who booted a vehicle, or~~  
302 ~~other person authorized to accept payment of any charges~~  
303 ~~for such booting, shall provide a signed receipt to the~~  
304 ~~individual paying the booting charges at the time such~~  
305 ~~charges are paid. Such receipt shall state the name,~~  
306 ~~business address, and business telephone number of the~~  
307 ~~person who has booted such vehicle and such receipt shall~~  
308 ~~include a telephone number of the office within the city~~  
309 ~~responsible for receiving complaints with respect to booting;~~  
310

311 \* \* \* \* \*

Added language is underlined. Deleted language is stricken through.

312 Section 6. AMENDMENT: Section 24-163 of the Code of Ordinances  
313 shall be deleted as follows:

314 **~~Posting of towing signs required.~~**

315 (a) ~~It shall be unlawful for a person hired by the owner of private~~  
316 ~~property within the city to do any trespass towing without having~~  
317 ~~first obtained approval of the code enforcement and licensing~~  
318 ~~department of the signs posted on the property. In addition to the~~  
319 ~~requirements of F.S. § 715.07, the wording on the sign shall~~  
320 ~~indicate if towing is conducted other than normal business hours by~~  
321 ~~the posting of a sign indicating "24 hours per day."~~

322  
323 (b) ~~All parking regulation announcement signs shall be brought into~~  
324 ~~compliance with this section within 90 days of the effective date of~~  
325 ~~the ordinance from which this article is derived.~~

326  
327 SECTION 7. RENUMBERING: The remaining sections of Chapter 24, Article IV  
328 are hereby renumbered.

329 Section 8. CONFLICT: All ordinances or Code provisions in conflict herewith  
330 are hereby repealed.

331 Section 9. SEVERABILITY: If any section, subsection, sentence, clause,  
332 phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by  
333 any court of competent jurisdiction, such portion shall be deemed a separate, distinct  
334 and independent provision and such holding shall not affect the validity of the remaining  
335 portions of this Ordinance.

336 Section 10. INCLUSION IN CODE: It is the intention of the City Council of  
337 the City of Miami Gardens that the provisions of this Ordinance shall become and be  
338 made a part of the Code of Ordinances of the City of Miami Gardens and that the  
339 section of this Ordinance may be renumbered or relettered and the word "Ordinance"

Added language is underlined. Deleted language is stricken through.

340 may be changed to "Chapter," "Section," "Article" or such other appropriate word or  
341 phrase, the use of which shall accomplish the intentions herein expressed.

342 Section 11. EFFECTIVE DATE: This Ordinance shall become effective  
343 immediately upon its final passage.

344 PASSED ON FIRST READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

345 PASSED ON SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

346 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI

347 GARDENS AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF

348 \_\_\_\_\_, 2011.

349  
350 \_\_\_\_\_  
351 SHIRLEY GIBSON, MAYOR

352  
353  
354  
355 ATTEST:

356  
357  
358 \_\_\_\_\_  
359 RONETTA TAYLOR, MMC, CITY CLERK

360  
361 PREPARED BY: SONJA K. DICKENS, ESQ., CITY ATTORNEY

362  
363 SPONSORED BY: DR. DANNY CREW, CITY MANAGER

364  
365  
366 Moved by: \_\_\_\_\_

367  
368 Second by: \_\_\_\_\_

369  
370 VOTE: \_\_\_\_\_

371  
372 Mayor Shirley Gibson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
373 Vice Mayor Aaron Campbell, Jr. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
374 Councilwoman Lisa Davis \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
375 Councilman Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Added language is underlined. Deleted language is stricken through.

376	Councilwoman Felicia Robinson	____(Yes)	____(No)
377	Councilman Andre' Williams	____(Yes)	____(No)
378	Councilman David Williams Jr.	____(Yes)	____(No)
379			
380			

Added language is underlined. Deleted language is stricken through.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	March 9, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
					X		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
						X	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		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"/>	N/A		
<b>Sponsor Name</b>	Dr. Danny O. Crew, City Manager		<b>Department:</b>	City Manager's Office			

### Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE ARTICLE X RELATING TO ALCOHOL SALE AND CONSUMPTION; REGULATING HOURS AND DAYS OF SALE AND CONSUMPTION; PROVIDING FOR VIOLATIONS AND COMPLIANCE; AMENDING SECTION 34-146 OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

### Staff Summary:

The sale and consumption of alcoholic beverages is currently regulated under Section 34-146 of the City's Land Development Code. It is more appropriate to regulate alcohol sale and consumption in the City's Code of Ordinances. Hence, this Ordinance proposes moving regulations of such sale and consumption from the Land Development Code to the City's Code of Ordinances. This Ordinance will also establish the day and time for alcohol sale and consumption, and will provide for an administrative

**ITEM I-1) ORDINANCE  
SECOND READING  
Alcohol Sale and Consumption**

variance process whereby the City Manager will be authorized to grant an additional two (2) hour extension for the sale of alcohol at certain establishments.

During the January 26, 2011, Council meeting City staff proposed a set of initial revisions to the City's Alcoholic Beverages Ordinance. At that time, Council expressed concerns about the complexity of the times and the inconsistencies that existed between the various types of uses. As such, staff has revised the ordinance to address concerns expressed by Council. The following is a summary of the proposed hours of operation for establishments dispensing alcoholic beverages:

**CHANGES AS COMPARED TO THE OLD PROPOSAL:**

**BANQUET HALLS** – The old proposal allowed sales between 8:00 a.m. and 11:00 p.m.

- The new proposal would allow sales between 10:00 a.m. and 1:00 a.m. of the following day.
- Current code does not set any hours for alcoholic beverage sales at banquet halls.

**FOOD STORES/GROCERY STORES/RETAIL DRUG STORES.** – The old proposal allowed sales between 6:00 a.m. and 12:00 a.m.

- The new proposal would allow sales between 6:00 a.m. and 12:00 a.m. This time restriction is being recommended due to issues that the City has experienced with loitering and alcohol related offenses in or around these types of establishments.
- Current code allows food stores, convenience stores and gas stations to sell beer and wine all hours that they remain open up to 24 hours a day, seven days per week.

**PACKAGE STORES.** The old proposal allowed sales between the hours of 8:00 a.m. and 10:00 p.m. Monday through Saturday, and on Sundays between the hours of 1:00 p.m. and 10:00 p.m.

- The new proposal would allow sales from 8:00 a.m. to 12:00 a.m. of the following day, every day.
- Current Code allows package stores to sell between 8:00 a.m. to 10:00 p.m., Monday through Saturday, but no sales on Sunday except for Christmas Eve and New Year's Eve.

**RESTAURANTS (NO BAR/LOUNGE)\*\*** – These were included in the sports bar/lounge category previously. It is proposed that they be permitted to sell between the hours of 8:00 a.m. and 1:00 a.m. every day.

- The current code permits sales on the weekdays between the hours of 8:00 a.m. and 1:00 a.m. of the following day; on Sundays they are permitted to sell beer only between the hours of 10:00 a.m. and 1:00 a.m. of the following Monday; They are permitted to sell other alcoholic beverages on Sundays between the hours of 1:00 p.m. and 1:00 a.m. of the following Monday.

**SPORTS BAR/RESTAURANT, AMUSEMENT BAR/RESTAURANT, BARS/LOUNGES, NIGHTCLUBS, DISCOTHEQUES, CLUBS, AND CABARETS\*\*** – The old proposal allowed sales between the hours of 8:00 a.m. and 1:00 a.m. of the following day.

- The Current Code treats these uses differently:

- *For nightclubs, the Code permits sales between 8:00 a.m. and 4:50 a.m. of the following day during weekdays. On Sundays beer only can be sold between 10:00 a.m. and 4:50 a.m. of the following Monday. Other alcoholic beverages can be served on Sunday from 5:00 p.m. to 4:50 a.m. of the following Monday; except where the alcoholic beverages are served with meals at tables. In this case, alcohol may be served between 1:00 p.m. on Sunday and 4:50 a.m. on the following Monday.*
- *For bars/lounges, the hours the Code permits sales between the hours of 8:00 a.m. and 1:00 a.m. of the following day. On Sundays, beer may be sold between the hours of 10:00 a.m. and 1:00 a.m. of the following Monday. Other alcoholic beverages may be sold on Sunday between 5:00 p.m. and 1:00 a.m. of the following Monday.*

The New proposal would allow existing nightclubs to sell alcohol in accordance with any prior public hearing approvals previously granted. New uses would be permitted to operate each day between the hours of 8:00 a.m. and 2:00 a.m. of the following day. However, such uses, along with banquet halls shall be entitled to request an extension in accordance with Section 6-349(B) of the code. Sales for bars and lounges would be permitted between 8:00 a.m. and 1:00 a.m. of the following day, as currently permitted.

**ADULT ENTERTAINMENT CLUBS.** No change is being proposed. These uses currently operate between the hours of 8:00 a.m. to 4:50 a.m. of the following day during week days, and on Sundays between the hours of 10:00 a.m. to 4:50 a.m. of the following Monday. They are permitted remain open and sell other alcoholic beverages on Sunday for the consumption on the premises from 5:00 p.m. to 4:50 a.m. of the following Monday.

\*\*These uses would be entitled to request an additional two hours through an administrative process.

**Proposed Action:**

It is recommended that the City Council adopt the attached Ordinance relating to the sale and consumption of alcoholic beverages.

**Attachment:**

ORDINANCE NO. 2011 \_\_\_\_\_

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE ARTICLE X RELATING TO ALCOHOL SALE AND CONSUMPTION; REGULATING HOURS AND DAYS OF SALE AND CONSUMPTION; PROVIDING FOR VIOLATIONS AND COMPLIANCE; AMENDING SECTION 34-146 OF THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City currently regulates alcohol sale and consumption in Section 34-146 of the City's Land Development Regulations, and

WHEREAS, it is more appropriate to regulate alcohol sale and consumption in the City's Code of Ordinances, and

WHEREAS, in addition, this Ordinance establishes the days and times for alcohol sale and consumption within the City of Miami Gardens, and

WHEREAS, this Ordinance also provides an administrative variance process whereby the City Manager can grant an additional two (2) hour extension for those establishments where alcohol can be consumed on the premises, and establishes a process for an appeal of the City Manager's decision in the event of a denial,

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Added language is underlined. Deleted language is stricken through.

31 Section 2. AMENDMENT: Chapter 6 of the City of Miami Gardens' Code  
32 of Ordinances is hereby amended to add Article X as follows:

33 **Chapter 6 – Article X Alcohol Sale and Consumption.**

34  
35 **Sec. 6-349 Hours and days of sale and consumption**

36  
37 (A) Hours and days of sale. Hours of sale, consumption. It shall be  
38 unlawful for any person to purchase and for any licensee and any  
39 manager, agent or employee of any licensee to sell, serve or  
40 distribute in any form or by any method any alcoholic beverage, as  
41 defined in Section 34-732 of the City's Land Development Code, in  
42 any place of business except as outlined below:

43  
44 1. Banquet halls/Hall for hire/caterers. Each day  
45 between the hours of 10:00 a.m. and 1:00 a.m. of the following  
46 day.

47  
48 2. Food stores/grocery stores/retail drug stores.  
49 Between the hours of 6:00 a.m. and 12:00 a.m., of the following  
50 day, or during such hours as their establishments legally remain  
51 open for the sale of other goods; whichever hours are more  
52 restrictive.

53  
54 3. Not-for-profit theatres with live performances. Sales of  
55 alcoholic beverages shall be permitted only for consumption on the  
56 premises and only to patrons during any regularly scheduled live  
57 theatre performance. No sit-down bar shall be permitted.

58  
59 4. Package stores. Each day between the hours of 8:00  
60 a.m. and 12:00 a.m. of the following day, every day.

61  
62 5. Nightclubs, discotheques, clubs, and cabarets.  
63 Existing uses shall operate in accordance with any prior public  
64 hearing approvals previously granted. New uses shall be permitted  
65 to operate each day between the hours of 8:00 a.m. and 2:00 a.m.  
66 of the following day. However, such uses shall be entitled to  
67 request an extension in accordance with Section 6-349(B) of this  
68 Article.

69  
70 6. Adult entertainment clubs. Between the hours of 8:00  
71 a.m. to 4:50 a.m. of the following day during week days, and on  
72 Sundays between the hours of 10:00 a.m. to 4:50 a.m. of the  
73 following Monday; and to remain open and sell other alcoholic

Added language is underlined. Deleted language is stricken through.

74 beverages on Sunday for the consumption on the premises from  
75 5:00 p.m. to 4:50 a.m. of the following Monday. It is specifically  
76 provided, however, that every adult entertainment club that may  
77 operate in accordance with this Section shall close its doors and  
78 have all its patrons off its premises no later than 5:00 a.m. of each  
79 day.

80  
81 7. *Restaurants/bars/lounges.* Between the hours of 8  
82 a.m. and 1:00 a.m. daily.

83  
84 (B) *Extension of hours.* The City Manager shall have the authority to  
85 grant an administrative variance to allow the extension of said  
86 hours of alcohol sales up to two additional hours for premises  
87 selling alcohol to be consumed on the premises, and for banquet  
88 halls. Any establishment wishing to extend its hours of sales or  
89 consumption beyond the two-hour extension set out herein, or  
90 which has been denied the administrative variance by the City  
91 Manager may file an application for a public hearing for non-use  
92 variance before the City Council for the extension of such hours.  
93 Any establishment having previously been authorized to extend its  
94 hours of operation by public hearing may continue to operate  
95 pursuant to the extension granted previously and no further public  
96 hearing is necessary, unless the City Council acts to further restrict  
97 or terminate such extended hours. Once an extension of hours is  
98 granted, no further extension can be granted unless approved by  
99 public hearing. *State law references:* Authority of city to regulate time of sale  
100 of alcoholic beverages, F.S. §§ 562.14(1), 562.45(2).

101  
102 **Sec. 6-350 Violations and compliance**

103  
104 (A) *Penalty for violation.* It shall be a violation for any person or entity  
105 licensed to operate an alcoholic beverage establishment, or  
106 employed by, or acting as an agent of any such establishment, and  
107 who sells or causes to be sold any alcoholic beverage, to permit  
108 such beverage to be consumed on any property under the control,  
109 directly or indirectly, of the licensee, except within the area of the  
110 premises which is licensed for such sales and consumption. Any  
111 person found to be in violation of this chapter is subject to  
112 suspensions, revocations, and other penalties provided for by this  
113 Code.

114  
115 (B) *Violation of state law.* It is intended that the provisions of this  
116 Chapter shall apply solely to those beverages constituting alcoholic  
117 beverages under F.S. §561.01 et seq. Every violation of the laws  
118 of the state relating to the sale of alcoholic beverages is hereby  
119 specifically made a violation of this chapter, with the same force

120 and effect as if the provisions of such laws were fully set forth  
121 herein.

122  
123 (C) Prohibiting sales during emergency. Whenever, in the opinion and  
124 judgment of the City Manager, a public emergency shall be created  
125 or exist in the City, causing or tending to cause public disorder,  
126 lawbreaking and confusion, the City Manager is hereby authorized  
127 and empowered to prohibit, by and through the issuance of his  
128 official decree, the sale, serving or consumption of beer, wine,  
129 spirituous and other intoxicating liquors and beverages for and  
130 during a period of 24 hours or such longer period of time as may be  
131 described in such decree, at all commercial establishments and at  
132 all other places in the city where such beer, wine and all other  
133 alcoholic beverages are licensed to be sold, served or otherwise  
134 dispensed. In the issuance of such decree, the City Manager shall  
135 have the fact of the issuance and the contents of such decree  
136 broadcast by police and by commercial radio stations and  
137 otherwise given publicity as quickly and as widely as shall be  
138 feasible. It is hereby declared to be illegal for any person operating,  
139 employed at or otherwise controlling any of the commercial  
140 establishments or other places described in this section to sell,  
141 serve or permit the consumption on the premises of beer, wine, and  
142 all other alcoholic beverages during the period described in the  
143 decree of the City Manager provided for in this section. Each  
144 violation of, or noncompliance with, any of the provisions of this  
145 Section shall constitute a separate offense, and shall subject every  
146 person guilty thereof to the penalty prescribed in this Chapter. State  
147 law references: Declaration of emergency, F.S. § 870.043 et seq.

148  
149 (D) Employees not to mingle with customers. It shall be unlawful for  
150 employees, waitresses, entertainers or hostesses in any place  
151 selling alcoholic beverages for consumption on the premises to  
152 mingle or fraternize with the customers or patrons of such  
153 establishment for the purpose of enticing, encouraging or luring  
154 customers to purchase multiple drinks by sitting at the table or other  
155 seating area with customers for conversation, touching, sexual  
156 innuendo or the promise of sexual favors or attention. **Case law**  
157 references: Prohibitions against employees mingling with customers held valid.  
158 City of Miami v. Kayfetz, 92 So. 2d 798. Purchase of a female employee's time  
159 by a customer or dancing with a female employee in an alcoholic beverage  
160 establishment constitutes a violation of prohibition of this section. City of Miami v.  
161 Penley, 21 Fla. Supp. 42; aff'd 21 Fla.

162  
163 (E) Possession of liquor not authorized by license. The possession by  
164 a licensee under this Chapter in his place of business of any  
165 alcoholic beverage not authorized to be sold under his City license  
166 shall be prima facie evidence that such alcoholic beverage is being

167 sold by such licensee. The finding of this violation by a police officer  
168 or City inspector may result in the revocation of the Certificate of  
169 Use issued in accordance with Section 6-36 of the Code of  
170 Ordinances. *Presumption of noncompliance.* Two or more of the  
171 following activities shall constitute a rebuttable presumption that the  
172 provisions of this section hereof have been violated:

173  
174 1. Persons being served beer, wine or alcoholic  
175 beverages without full-course meals on three separate occasions  
176 during different days within a 30-day time period.

177  
178 2. Two or more consecutive inspections by the division  
179 of hotels and restaurants of the state department of business and  
180 professional regulation, the state department of agriculture and  
181 consumer services, or the city citing the same or substantially  
182 similar critical violations in a one-year period. The term critical shall  
183 be interpreted as defined in section 1-201.10(B)(19), Food Code,  
184 2001 Recommendations of the U.S. Public Health Service/Food  
185 and Drug Administration, as amended and utilized by state  
186 agencies.

187  
188 3. Four or more non-consecutive inspections by the  
189 division of hotels and restaurants of the state department of  
190 business and professional regulation, the state department of  
191 agriculture and consumer services, or the city citing the same or  
192 substantially similar critical violations in a two-year period, that  
193 when combined establish a pattern of violations that would lead a  
194 reasonable person to believe that the restaurant is operated in  
195 disregard to the standards and requirements for the proper and  
196 sanitary storage, preparation, processing and/or service of food to  
197 the public.

198  
199 Failure to produce, upon demand of the City code officer or police  
200 officer, the records required to be maintained to ascertain whether  
201 the operator complies with the required gross sales percentage of  
202 food and non-alcoholic beverages.

203  
204 (F) Inspection of licensed premises. Any place of business selling  
205 alcoholic beverages may be inspected by City police officers and  
206 code inspectors. Police officers and code inspectors shall ensure  
207 compliance with the hours of operation for establishments selling  
208 alcoholic beverages.

209  
210 (G) Drinking on public property. The consumption, holding or carrying  
211 of any alcoholic beverage in an open bottle, glass or other drinking  
212 container shall be unlawful if conducted outside of an enclosed or

213 walled structure or patio portion of premises licensed under this  
214 chapter. It shall be unlawful to carry on such activities while upon  
215 any public street, thoroughfare, park, sidewalk or other public place  
216 or area regularly devoted to public vehicular or pedestrian use. The  
217 service of alcoholic beverages shall be restricted to on-premises  
218 consumption by customers within a licensed outdoor cafe.

219  
220 (H) Caterers. Notwithstanding any other provision of law to the  
221 contrary, a licensee by the Division of Hotels and Restaurants  
222 under Chapter 509 shall sell or serve alcoholic beverages only for  
223 consumption on the premises of a catered event at which the  
224 licensee is also providing prepared food, and shall prominently  
225 display its license at any catered event at which the caterer is  
226 selling or serving alcoholic beverages. A licensee under this  
227 subparagraph shall purchase all alcoholic beverages it sells or  
228 serves at a catered event from a vendor licensed under F.S.  
229 563.02(1), F.S. 564.02(1), or licensed under F.S. 565.02(1) subject  
230 to the limitation imposed in subsection (1), as appropriate. A  
231 licensee under this subparagraph may not store any alcoholic  
232 beverages to be sold or served at a catered event. Any alcoholic  
233 beverages purchased by a licensee under this subparagraph for a  
234 catered event that are not used at that event must remain with the  
235 customer; provided that if the vendor accepts unopened alcoholic  
236 beverages, the licensee may return such alcoholic beverages to the  
237 vendor for a credit or reimbursement.

238  
239 (I) Posting of Property. The licensee of any package store or food  
240 store selling alcoholic beverages shall prominently post in English,  
241 Spanish and Haitian Creole on the outside of each entrance and on  
242 the inside of the main customer exit of each food store selling  
243 alcoholic beverage or package store, a sign with contrasting letters  
244 at least two (2) inches tall, stating the following:

245  
246 1. IT IS UNLAWFUL FOR ANY PERSON TO  
247 CONSUME, OR POSSESS, IN AN OPEN CONTAINER, ANY  
248 ALCOHOLIC BEVERAGE IN THIS STORE OR WITHIN 100 FEET  
249 OF ANY PART OF THIS STORE. VIOLATORS ARE SUBJECT TO  
250 ARREST AND PROSECUTION.

251  
252 2. The licensee of any package store or food store  
253 selling alcoholic beverages shall prominently post, on the outside of  
254 the display case and coolers containing alcoholic beverages, a sign  
255 which is at least eleven (11) inches by seventeen (17) inches in  
256 size, which is plainly visible and legible, stating the following: IT IS  
257 UNLAWFUL TO POSSESS AN OPEN CONTAINER OF ALCOHOL  
258 WHILE DRIVING OR RIDING IN A MOTOR VEHICLE. DRIVING

259 UNDER THE INFLUENCE OF ALCOHOL IS UNLAWFUL.  
260 VIOLATORS ARE SUBJECT TO IMMEDIATE ARREST AND  
261 IMPOUNDMENT OF THEIR VEHICLE.

262  
263 3. *Area of applicability and exceptions.* For the purpose  
264 of this section, the area within one hundred (100) feet of any  
265 property described in this section shall be the area within a one  
266 hundred-foot radius of any part of such property, but shall not  
267 include any property lawfully used for a private residence or any  
268 area where possession or consumption of alcoholic beverages is  
269 specifically prohibited or permitted by State law or by any license or  
270 permit issued pursuant thereto. Nor shall this provision apply to any  
271 alcoholic beverage served by a religious organization, community  
272 center, senior citizens' center, day care center, funeral home, or  
273 school and consumed on its premises as part of a religious service,  
274 community meal, or event sponsored by that organization.

275  
276  
277 Section 3: AMENDMENT: Sec. 34-146 of the City's Land

278 Development Regulations is amended as follows:

279 Hours and days of sale and consumption of alcohol shall be  
280 administered ~~as set forth in this chapter.~~ in accordance with  
281 Chapter 6, Article X of the Code of Ordinances. An administrative  
282 variance may be granted to allow the extension of said hours of  
283 operation up to two additional hours in accordance with section 34-  
284 50.

285  
286 Section 4: AMENDMENT: Sec. 34-50 (17) of the City's Land

287 Development Regulations is amended as follows:

288 (17) Variances to extend hours of operation up to two additional hours  
289 for alcoholic beverage establishments, as set forth in section ~~34-~~  
290 ~~146~~ 6-349(D) of the Code of Ordinances, or for other  
291 establishments of which the City may have regulations governing  
292 hours of operations.

293  
294  
295 Section 5. CONFLICT: All ordinances or Code provisions in conflict  
296 herewith are hereby repealed.

297 Section 6. SEVERABILITY: If any section, subsection, sentence,  
298 clause, phrase or portion of this Ordinance is for any reason held invalid or  
299 unconstitutional by any court of competent jurisdiction, such portion shall be  
300 deemed a separate, distinct and independent provision and such holding shall  
301 not affect the validity of the remaining portions of this Ordinance.

302 Section 7. INCLUSION IN CODE: It is the intention of the City  
303 Council of the City of Miami Gardens that the provisions of this Ordinance shall  
304 become and be made a part of the Code of Ordinances of the City of Miami  
305 Gardens and that the section of this Ordinance may be renumbered or relettered  
306 and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or  
307 such other appropriate word or phrase, the use of which shall accomplish the  
308 intentions herein expressed.

309 Section 8. EFFECTIVE DATE: This Ordinance shall become effective  
310 immediately upon its final passage.

311 PASSED ON FIRST READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
312 2011.

313 PASSED ON SECOND READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
314 2011.

315 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF  
316 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF  
317 \_\_\_\_\_, 2011.

318  
319 \_\_\_\_\_  
320 SHIRLEY GIBSON, MAYOR  
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**ATTEST:**

\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

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

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

Moved by: \_\_\_\_\_

Second by: \_\_\_\_\_

**VOTE:** \_\_\_\_\_

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



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	March 23, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
					X		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X				X	
			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
						x	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
				x			
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		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"/> Communcation <input type="checkbox"/>				
<b>Sponsor Name</b>	Councilman Oliver Gilbert		<b>Department:</b>	Mayor and City Council			

**Short Title:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ARTICLE IX, DIVISION 3, SECTION 2-752(2) OF THE CODE OF ORDINANCES, TO REDUCE THE PERFORMANCE BOND REQUIREMENT FOR CONTRACTS VALUED AT LESS THAN \$150,000.00, FROM TEN PERCENT TO FIVE PERCENT IN THOSE INSTANCES WHERE THE CITY MANAGER DEEMS A BOND TO BE APPROPRIATE; AMENDING SECTION 2-753 TO ADD SUBSECTION 4 TO PROVIDE A PROCESS FOR THE WAIVER OF BID BONDS FOR CONTRACTS VALUED BETWEEN \$10,001.00 AND \$50,000.00, FOR BIDDERS WHO HAVE SUCCESSFULLY COMPLETED THREE (3) OR MORE BIDS WITH THE CITY WITHOUT MAJOR COMPLAINTS OR DEFICIENCIES, AND AMENDING SECTION 2-753 TO ADD SUBSECTION 5 TO PROVIDE THAT PROOF OF INSURANCE SHALL ONLY BE REQUIRED AFTER RANKING OF THE BIDDERS BY THE CITY, OR PRIOR TO EXECUTION OF A CONTRACT WITH THE CITY, WHICHEVER COMES FIRST; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

**ITEM I-2) ORDINANCE  
SECOND READING  
Reducing Performance Bond Requirement**

## Summary:

In an effort to encourage smaller businesses to participate in the City's purchasing process, Councilman Oliver Gilbert, III proposes to create an "Access to Business" program to provide a mechanism for relaxing some of the upfront costs associated with responding to certain City bids. Specifically, Councilman Gilbert proposes the following:

- a. When bid bonds are required for projects valued less than \$150,000.00, the bid bond be reduced from ten percent (10%) to five percent (5%);
- b. That for contracts valued between \$10,0001.00 and \$50,000.00, bidders be permitted to pre-apply for a waiver of bid bond, if they meet certain requirements; and
- c. That the timeframe be delayed for prospective bidders to provide proof of insurance on contracts valued between \$10,001.00 and \$50,000.00 until after ranking of the bidders by the City, or prior to execution of a contract with the City, whichever comes first.

## Proposed Action:

Councilman Oliver Gilbert, III recommends that the City Council approve the attached Ordinance.

## Attachment:

N/A

ORDINANCE NO. 2011 \_\_\_\_\_

1  
2  
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA, AMENDING ARTICLE IX, DIVISION 3, SECTION  
5 2-752(2) OF THE CODE OF ORDINANCES, TO REDUCE THE  
6 PERFORMANCE BOND REQUIREMENT FOR CONTRACTS VALUED  
7 AT LESS THAN \$150,000.00, FROM TEN PERCENT TO FIVE  
8 PERCENT, IN THOSE INSTANCES WHERE THE CITY MANAGER  
9 DEEMS A BOND TO BE APPROPRIATE; AMENDING SECTION 2-753  
10 TO ADD SUBSECTION 4 TO PROVIDE A PROCESS FOR THE WAIVER  
11 OF BID BONDS FOR CONTRACTS VALUED BETWEEN \$10,001.00  
12 AND \$50,000.00, FOR BIDDERS WHO HAVE SUCCESSFULLY  
13 COMPLETED THREE (3) OR MORE BIDS WITH THE CITY WITHOUT  
14 MAJOR COMPLAINTS OR DEFICIENCIES, AND AMENDING SECTION  
15 2-753 TO ADD SUBSECTION 5 TO PROVIDE THAT PROOF OF  
16 INSURANCE SHALL ONLY BE REQUIRED AFTER RANKING OF THE  
17 BIDDERS BY THE CITY, OR PRIOR TO EXECUTION OF A CONTRACT  
18 WITH THE CITY, WHICHEVER COMES FIRST; PROVIDING FOR  
19 ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES  
20 IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING  
21 FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

22  
23 WHEREAS, the City of Miami Gardens would like to encourage smaller  
24 businesses to participate in the City's purchasing process, and

25 WHEREAS, oftentimes, these businesses have a difficult time complying  
26 with the requirements for responding to City solicitations, due to the up-front  
27 costs involved, and

28 WHEREAS, Councilman Oliver Gilbert, III proposes to relax the bid bond  
29 requirements for projects valued at less than \$150,000.00, from ten percent  
30 (10%) to five percent (5%), in instances where the City Manager deems that a  
31 bond is appropriate, and

32 WHEREAS, in addition, for contracts valued between \$10,0001.00 and  
33 \$50,000.00, Councilman Gilbert proposes a process whereby bidders can pre-  
34 apply for a waiver of bid bond, if they meet certain requirements, and

1           WHEREAS, Councilman Gilbert also proposes to delay the timeframe for  
2 prospective bidders on contracts between \$10,001.00 and \$50,000.00 to provide  
3 proof of insurance,

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

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

9           Section 2.   AMENDMENT:       Article IX, Division 3, Section 2-752 of the  
10 Miami Gardens Code of Ordinances is hereby amended as follows:

11           Sec. 2-752. - Purchases in excess of \$50,000.00.

12                   Except as otherwise provided in this division, the purchase of  
13 commodities or services of an estimated value of over \$50,000.00 shall be  
14 approved by the city council and may be by purchase order and/or other  
15 written contract with the vendor submitting the lowest responsible bid  
16 whose bid has been solicited, received and approved, pursuant to the  
17 following procedures:

18                   \*       \*       \*       \*       \*       \*       \*       \*

19                   (2) *Security (bid bonds)*. When the estimated cost of a public works  
20 contract is \$150,000.00 or higher, or when otherwise deemed  
21 necessary by the city manager, security in the form of a bid  
22 bond issued by a surety company licensed to do business in the  
23 state or a cash bond in an amount equal to ten percent of the  
24 bid shall be prescribed in the public notices inviting bids. When  
25 the City Manager deems it necessary to require a bid bond for  
26 bids less than \$150,000.00, the bond shall be in an amount  
27 equal to five percent of the bid. A vendor shall forfeit a bid  
28 security upon a refusal or failure to execute the contract within  
29 ten days after the notice of award of contract has been mailed,  
30 unless the city is solely responsible for the delay in executing  
31 the contract. The city council may, upon the refusal or failure of  
32 the successful vendor to execute the contract, award the  
33 contract to the next lowest vendor.

Underlined text is added. Stricken text is deleted.

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Section 3. AMENDMENT: Article IX, Division 3, Section 2-753 of the Miami Gardens Code of Ordinances is hereby amended to add subsections (4) and (5) as follows:

Sec. 2-753. - Purchases between \$10,001.00 and \$50,000.00.

Except as otherwise provided in this section, purchases of commodities or services of a value over \$10,001.00 but not more than \$50,000.00 may be made by the city manager, through a purchase order or a written contract to be approved by the city attorney, without approval by the city council, pursuant to one of the following procedures:

\* \* \* \* \*

(4) Upon written application, the City Manager may, based upon past performance of a prospective bidder, waive the requirements for a bid bond for future bids to be awarded in accordance with this section. Such waivers shall only be granted, and shall not be unreasonably withheld to bidder's who have successfully completed three (3) or more bids with the City without major complaints or deficiencies. Such application shall be made and approved before a bid is posted. Waivers granted or denied, shall be without prejudice to the city's right, at its sole discretion, to require payment of a bid bond in the future.

(5) The proof of insurance required for all bids awarded in accordance with this Section shall only be required after ranking of the bidders by the City, or prior to execution of a contract with the City, whichever comes first.

Section 3. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be

1 deemed a separate, distinct and independent provision and such holding shall  
2 not affect the validity of the remaining portions of this Ordinance.

3 Section 5. INCLUSION IN CODE: It is the intention of the City  
4 Council of the City of Miami Gardens that the provisions of this Ordinance shall  
5 become and be made a part of the Code of Ordinances of the City of Miami  
6 Gardens and that the section of this Ordinance may be renumbered or relettered  
7 and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or  
8 such other appropriate word or phrase, the use of which shall accomplish the  
9 intentions herein expressed.

10 Section 6. EFFECTIVE DATE: This Ordinance shall become effective  
11 immediately upon its final passage.

12 PASSED ON FIRST READING ON THE 9<sup>th</sup> DAY OF March, 2011.

13 PASSED ON SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_,  
14 2011.

15

16 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF  
17 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF  
18 \_\_\_\_\_, 2011.

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SHIRLEY GIBSON, MAYOR

ATTEST:

\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

1  
2 Prepared by SONJA KNIGHTON DICKENS, ESQ.  
3 City Attorney

4  
5 SPONSORED BY: COUNCILMAN OLIVER GILBERT, III  
6

7  
8 Moved by: \_\_\_\_\_  
9 Second by: \_\_\_\_\_

10  
11 VOTE: \_\_\_\_\_

12			
13	Mayor Shirley Gibson	_____ (Yes)	_____ (No)
14	Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
15	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
16	Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
17	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
18	Councilman Andre' Williams	_____ (Yes)	_____ (No)
19	Councilman David Williams Jr.	_____ (Yes)	_____ (No)
20			



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	March 23, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>
<b>Funding Source:</b>	<b>Community Development Block Grant</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>		<b>Yes</b>	
				X		
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A		
	X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b> 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"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  Obj. - Advance Business & Economic Development in 3 established major corridors		
	X					
<b>Sponsor Name</b>	Danny Crew. City Manager		<b>Department:</b>	Community Development		

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN SUB-RECIPIENT AGREEMENT WITH YVE & ASSOCIATES IN AN AMOUNT NOT TO EXCEED SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$7,550.00) TO PROVIDE TRAINING TO ELIGIBLE SMALL BUSINESS OWNERS, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

**Background**

Since the inception of the Business Incentive Program (BIP) in July 2008, more than 45 applications have been received and reviewed. The BIP is a City-run program which offers financial assistance to existing business owners for façade improvements, property acquisition and other property improvements. During the underwriting process, the documentation submitted by many of the businesses reflected the

**ITEM J-1) RESOLUTION/PUBLIC HEARING  
Agreement with Yve & Associates**

following: 1) inability to prepare and plan for their future business needs, 2) lack of information regarding alternative financing options, and 3) poor budgeting and financial recordkeeping practices. It could be inferred that the businesses lack of access to capital outlay can be linked to the need for financial literary education.

To date, 40 business applicants were denied assistance under this program. The primary reasons for the loan denial included project scope ineligibility such as the procurement of office furniture, non-responsiveness for additionally required documents, unpaid property taxes, and refusal of loan terms and/or commitment fee. While reviewing those applications, it became evident that many businesses were in need of technical assistance in the areas of Budgeting, Credit, Financing, and Business Planning. However, staff had been unable to identify an eligible method to provide these services to business applicants.

City staff became aware of an individual (Ms. Yolanda English) who was providing financial training classes to residents thru a local church. Staff met with Ms. English and articulated the void that existed with many local businesses that had applied for funds thru the BIP. Staff then received an unsolicited proposal from Ms. Yolanda English of YVE & Associates offering financial counseling to the local business community in a comprehensive, one-on-one forum. The training being offered by YVE & Associates would provide business owners increased access to private capital and technical training. The focus of the training would help businesses to first identify how to spend less and put more money back into the business, and then increase both personal and business credit before learning about the various financing options available. The training will also cover strategic internet marketing.

## **Current Situation**

YVE & Associates was established in 1999 as a financial advising firm, specializing in investments options. The principal, Yolanda English, possesses a FINRA Series 7 (General Securities License) and Series 63 (Uniform Securities Agent State Law offered through H. Beck Inc.). She currently volunteers with The Fountain of New Life Church in Miami Gardens to teach financial literary to its congregation.

Ms. English has designed a business training program to assist small businesses in the growth and longevity of their business. The "Small Business Toolkit" series is a comprehensive set of classes that will educate entrepreneurs in the areas of Budgeting, Credit, Financing, Social Marketing, Technology and Business Planning. The 6-week course will meet once a week for 1 ½ hour sessions. The series will repeat for 5 sessions during the remainder of the fiscal year.

The intended outcomes are 1) to help business begin to re-build their credit; 2) help local and small businesses find solutions to better manage their fiscal operations, 3) provide counseling in the areas of business network expansion opportunities including social media, and (4) to place local businesses in a more favorable financial capacity for future opportunities.

The services to be provided by YVE & Associates are considered a Public Service eligible under Community Development Block Grant Funds. As such, a sub-recipient agreement is needed. Staff is requesting that the City Council authorize the City Manager to execute the sub-recipient agreement with

YVE & Associates in the amount not to exceed \$7,550 for the provision of technical assistance to income eligible small business owners.

## **Proposed Action:**

That the City Council approve the attached resolution authorizing the City Manager to enter into an agreement to YVE & Associates for implementation of the Small Business Toolkit Series in the amount of \$7,550.

## **Attachment:**

- City of Miami Gardens' Proposal "Small Business Toolkit Series"
- CDBG Public Services Program Agreement
- Yolanda English's Resume

RESOLUTION NO. 2011\_\_\_\_\_

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO  
5 EXECUTE THAT CERTAIN SUB-RECIPIENT AGREEMENT WITH YVE &  
6 ASSOCIATES IN AN AMOUNT NOT TO EXCEED SEVEN THOUSAND  
7 FIVE HUNDRED FIFTY DOLLARS (\$7,550.00) TO PROVIDE TRAINING  
8 TO ELIGIBLE SMALL BUSINESS OWNERS, ATTACHED HERETO AS  
9 EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF  
10 REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

11  
12 WHEREAS, the City of Miami Gardens established the Business Incentive  
13 Program ("BIP") in July 2008, and

14 WHEREAS, the BIP offers financial assistance to existing business owners for  
15 façade improvements, property acquisition and other improvements, and

16 WHEREAS, while reviewing applications for financial assistance submitted by  
17 business owners, City staff recognized that many businesses were in need of  
18 assistance in the areas of budgeting, credit, financing and business planning, and

19 WHEREAS, City staff received an unsolicited proposal from Ms. Yolanda English  
20 of YVE & Associates, to offer financial counseling to the local business community, and

21 WHEREAS, YVE & Associates has designed a business training program,  
22 entitled "Small Business Toolkit", which consists of a comprehensive set of classes in  
23 the areas of budgeting, credit, financing, social marketing, technology and business  
24 planning, and

25 WHEREAS, the course will be taught over a six (6) week period with the series  
26 repeating for five (5) sessions during the remainder of the calendar year, and

27 WHEREAS, the proposed services which will be provided by YVE & Associates  
28 are considered a Public Service, and are eligible for grant funding under the Community  
29 Development Block Grant Funds (CDBG), and a sub-recipient Agreement is required,

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

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

35 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
36 hereby authorizes the City Manager to execute that certain sub-recipient Agreement  
37 with YVE & Associates in an amount not to exceed Seven Thousand Five Hundred Fifty  
38 Dollars (\$7,550.00) to provide training to eligible small business owners, attached  
39 hereto as Exhibit "A".

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

42 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
43 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: \_\_\_\_\_

63 **VOTE:** \_\_\_\_\_

64

65 Mayor Shirley Gibson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

66 Vice Mayor Aaron Campbell Jr. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

67 Councilwoman Lisa Davis \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

68 Councilman Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

69 Councilwoman Felicia Robinson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

70 Councilman Andre' Williams \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

71 Councilman David Williams Jr. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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# Page 45 of 171

City of Miami Gardens  
Proposal

## "Small Business Boot Camp Series"

Guest Speaker: Yolanda English, Your Financial Fitness Coach

### Summary:

The Small Business Boot Camp Series will consist of 4 consecutive day sessions to be held on the last week of the month, Monday through Thursday night from 6pm to 7:30pm. This series will repeat for 5 sessions during the calendar year:

- Session One – 4/25 – 4/28/2011
- Session Two – 5/23 – 5/26/2011
- Session Three – 6/27 – 6/30/2011
- Session Four – 7/25 – 7/28/2011
- Session Five – 8/29 – 9/1/2011

The Small Business Mini Boot Camp series is a comprehensive set of workshops that will educate low to moderate income Miami Garden entrepreneurs. Our primary target market will be with applicants who were declined loans in the Business Incentive Program (BIP). A waiver of the \$250 application fee for the BIP will be awarded after completing the 4 day mini boot camp.

Attendees will be trained in the areas of Budgeting, Credit, Financing, Social Marketing and Technology. The order of the classes is designed to first identify how to spend less and put more money back into the business. The next step is to increase both personal and business credit before learning about the various financing options available. Social Media Marketing class will not only boost sales but save capital previous spent on marketing. The Technology class will focus on using Outlook, virtual assistants and smart phones to schedule, plan and analyze your daily activities as well as the importance of a professional web presence. Classes will include handouts and takeaway assignments to be completed before the following class. The first 10 minutes of classes 2 through 4 will be allotted for business owners to share how they implemented the previous lesson into their business model. Classes topics:

1. Money Makeover – Cost cutting strategies for your business
2. Declined, Now What? – How to rebuild personal and business credit
3. Social Media Marketing – Free marketing tools at your fingertips
4. Technology IS Your Friend – Boosting productivity and credibility

### Other possible topics include but are not limited to:

Creating Work-Life Balance  
Goal Setting Workshop  
Advanced Investment Strategies  
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Yolanda English has been in the financial services industry since 1987. She serves many clients and has conducted numerous financial seminars and workshops in Florida and throughout the United States.

Yolanda has a Bachelor's Degree in Finance from Wilberforce University. She holds a FINRA Series 7 General Securities Representative and a Series 63, Uniform Securities Agent State Law offered through H. Beck Inc. In addition, Yolanda is a commercial mortgage broker and a licensed insurance agent representing numerous carriers in Florida and Georgia.

After working for various Fortune 500 companies, Yolanda formed YVE & Associates in 1999 in an effort to offer a wider array of investment options to her client base. Her firm specializes in growing the money you have and locating the money you need. Yolanda's main objective is to help clients reach their financial goals by delivering strategies that build and protect wealth. While business owners and executives find her service especially useful in building and protecting the financial success they worked so hard for, retirees also utilize her expertise to stretch their nest egg throughout retirement years.

Her many civic activities have included and Alpha Kappa Alpha Sorority, Inc. and International Mastermind Association. Yolanda is in high demand as a Financial Fitness Coach because of her honesty, integrity, and commitment to client satisfaction.

**CITY OF MIAMI GARDENS, FLORIDA  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PUBLIC SERVICE PROGRAMS AGREEMENT**

THIS AGREEMENT (hereinafter the “Agreement”) is entered into this 1<sup>st</sup> day of April, 2011, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”) and YVE & Associates, Inc., a Florida for profit corporation (hereinafter referred to as the “SUBRECIPIENT”).

**FUNDING SOURCE:** Community Development Block Grant Funds  
**AMOUNT:** \$7,550.00  
**TERM OF THE AGREEMENT:** April 1, 2011 through September 30, 2011  
**IDIS NUMBER (to be completed by the City):** \_\_\_\_\_

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

**ARTICLE I**

**EXHIBITS AND DEFINITIONS**

1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:

Exhibit A	Corporate Resolution Authorizing Execution of this Agreement.
Exhibit B	Work Program
Exhibit C	Compensation and Budget Summary
Exhibit D	Certification Regarding Lobbying Form
Exhibit E	Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form).
Exhibit F	Crime Entity Affidavit

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570

Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records:

Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Miami Gardens, Florida.

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low-and-Moderate

Income Person:

A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

## ARTICLE II

### BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY'S execution of this Agreement:

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
  - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
  - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State,

Local and Federally recognized Indian Tribal Governments;” OMB Circular No. A-110, Attachments “A” (Cash Depositories), “B” (Bonding and Insurance), “C” (Retention and Custodial Requirements for Records), “F” (Standards for Financial Management Systems), “H” (Monitoring and Reporting Progress Performance), “N” (Property Management Standards), and “O” (Procurement Standards); OMB Circular Nos. A-122 and A-21: “Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions,” as modified by 24 CFR Section 570.502(a)(b); “Applicability of Uniform Administrative Requirements” of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

- 2.10 Copy of the SUBRECIPIENT’S last federal income tax return (IRS Form 990).
- 2.11 The following corporate documents:
  - (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT’S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.
- 2.12 ADA Certification.
- 2.13 Drug Free Certification.
- 2.14 All other documents reasonably required by the CITY.

**ARTICLE III**

**TERMS AND PROCEDURES**

3.1 **CITY AUTHORIZATION:**

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 **EFFECTIVE DATE AND TERM:**

This Agreement shall begin on **April 1, 2011 and end on September 30, 2011**.

3.3 **OBLIGATIONS OF SUBRECIPIENT:**

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies,

procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

**ARTICLE IV**

**CDBG FUNDING AND DISBURSEMENT REQUIREMENTS**

4.1 COMPENSATION:

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article.

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$200,000.00, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.
- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$100,000 combined single limit for bodily and property damage and/or split limits in the amount of

\$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

- 4.2.2 All such insurance shall insure the CITY as the primary additional insured. The SUBRECIPIENT shall be required to furnish evidence of any other insurance coverage the CITY may reasonably require during the term of this Agreement. All such policies shall require the insurance carrier to give the CITY at least 30 days prior written notice of termination, cancellation, expiration or modification, and all such policies shall be written by insurance companies satisfactory to the CITY.
- 4.2.3 Crime Policy (Employee Coverage) for all persons handling funds received or disbursed under this Agreement in an amount equal to or greater than one third (1/3) the amount of the grant of funds hereunder. The CITY shall be named as Loss Payee.
- 4.2.4 Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this section or under any other section of this Agreement.
- 4.2.5 SUBRECIPIENT shall apply and obtain any other insurance coverage that the CITY may require for the execution of the Agreement.
- 4.2.6 SUBRECIPIENT shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Subrecipient or its employees, agents or subcontractors, or (ii) the failure of the Subrecipient to comply with any of the paragraphs herein or the failure of the Subrecipient to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Subrecipient expressly agrees to indemnify and hold harmless the Indemnities, or

any of them, from and against all liabilities which may be asserted by an employee or former employee of Subrecipient, or any of its subcontractors, as provided above, for which the Subrecipient's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

**4.3 FINANCIAL ACCOUNTABILITY:**

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

**4.4 RECAPTURE OF FUNDS:**

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

**4.5 CONTINGENCY CLAUSE:**

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

**ARTICLE V**

**AUDIT**

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$500,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$500,000 in the fiscal year it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These

limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

**ARTICLE VI**  
**RECORDS AND REPORTS**

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon

HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
  - (a) The boundaries of the service area;
  - (b) The income characteristics of families and unrelated individuals in the service area; and
  - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
  - (a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
  - (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
  - (c) Data showing the size and annual income of the household of each person receiving the benefit.

### 6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a

basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

## 6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period. The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine

when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

## 6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

## 6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the

SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

**6.5 RELATED PARTIES:**

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

**ARTICLE VII**

**OTHER CDBG PROGRAM REQUIREMENTS**

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for

Non-Profit Organizations” and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT’S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY’s environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations nor the CITY’s responsibility for initiating the review process under Executive Order 12372.

**ARTICLE VIII**

**PROGRAM INCOME**

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 **REPAYMENTS**. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

**ARTICLE IX**

**REMEDIES, SUSPENSION, TERMINATION**

9.1 **REMEDIES FOR NONCOMPLIANCE**. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.
- 9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.
- 9.1.5 Take all such other remedies that may be legally available.

9.2 SUSPENSION:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:
  - (i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;
  - (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
  - (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
  - (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.
- 9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.
- 9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.
- 9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for

such action, any conditions relating to the action taken, and the necessary corrective action(s).

## 9.3 TERMINATION:

### 9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

### 9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion, that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions

hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

**ARTICLE X**

**MISCELLANEOUS PROVISIONS**

10.1 **INDEMNIFICATION**. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 **AMENDMENTS**. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 **OWNERSHIP OF DOCUMENTS**. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

10.4 **AWARD OF AGREEMENT**. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

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

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Miami Gardens (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110.

10.7.4 In all other cases, the SUBRECIPIENT shall comply with the standards contained within 24 CFR 570.611

10.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.10 GENERAL CONDITIONS.

10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF MIAMI GARDENS

Daniel A. Rosemond, Assistant City Manager/Community Development Director  
Department of Community Development  
1515 N.W. 167 Street; Bldg. 5, Ste. 200  
Miami Gardens, Florida 33169

SUBRECIPIENT

Yolanda V. English  
YVES & Associates, Inc.  
3921 SW 186TH Avenue  
Miramar, FL 33029

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami Gardens, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

SUBRECIPIENT

YVES & Associates, Inc. a Florida, for-profit corporation

ATTEST:

\_\_\_\_\_  
Corporate Secretary                      Date

By: \_\_\_\_\_  
Yolanda V. English                      Date

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

**SEAL**

CITY OF MIAMI GARDENS, a municipal Corporation of the State of Florida

ATTEST:

\_\_\_\_\_  
Ronetta Taylor                      Date  
City Clerk

By: \_\_\_\_\_  
Danny O. Crew                      Date  
City Manager

APPROVED AS TO  
INSURANCE REQUIREMENTS:

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
Taren Kinglee, Director                      Date  
Human Resources/Risk Management

\_\_\_\_\_  
Sonja K. Dickens                      Date  
City Attorney

## EXHIBIT C

### COMPENSATION AND BUDGET SUMMARY

#### YVE & Associates, Inc.

- A. All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for the [Small Business Toolkit Series](#) for the funding period beginning [April 1, 2011](#) through [September 30, 2011](#) is as follows:

Five Sessions – 30 hours  
Built in Overhead – 20.33  
Total Hours 50.33  
Hourly Rate: \$150  
Total Annual Budget \$7,550  
(Invoiced per session)

The City shall pay [YVE & Associates, Inc.](#) (hereinafter referred to as the “SUBRECIPIENT,”) as maximum compensation for the services required pursuant to this Agreement the sum of [7,550.00](#).

- B. During the term hereof and for a period of three (3) years following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.
- C. Requests for payment should be made at least on a monthly basis, by the 15<sup>th</sup> of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Department of Community Development.
- D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Department of Community Development. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.
- E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**EXHIBIT D**

**CITY OF MIAMI GARDENS - DEPARTMENT OF COMMUNITY DEVELOPMENT  
CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
SUB-RECIPIENT

\_\_\_\_\_  
PRINT NAME OF CERTIFYING OFFICIAL

\_\_\_\_\_  
SIGNATURE OF CERTIFYING OFFICIAL

\_\_\_\_\_  
DATE

\* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

**EXHIBIT E**

**CITY OF MIAMI GARDENS - DEPARTMENT OF COMMUNITY DEVELOPMENT  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

1. The Sub-Recipient certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Miami Gardens.

SUB-RECIPIENT

\_\_\_\_\_  
PRINT NAME OF CERTIFYING OFFICIAL

\_\_\_\_\_  
SIGNATURE OF CERTIFYING OFFICIAL

\_\_\_\_\_  
DATE

EXHIBIT F

CITY OF MIAMI GARDENS - DEPARTMENT OF COMMUNITY DEVELOPMENT
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_

By \_\_\_\_\_

(print this individual's name and title)

for \_\_\_\_\_

(print name of entity submitting statements)

whose business address is \_\_\_\_\_

and if applicable is Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of public entity crime; or
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to me and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

**Or produced identification** \_\_\_\_\_ **Notary Public - State of** \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of Identification)

(Printed, typed or stamped commissioned name of notary public)

*City of Miami Gardens*



**ACCEPTANCE LETTER**  
**Office of Management and Budget Circulars**  
**and Code and of Federal Regulations**

YVE & Associates, Inc. hereby accepts the principles and guidelines described in the following Office of Management and Budget Circulars and Code of Federal Regulations for the Community Development Block Grant (CDBG) Public Service Program Agreement that covers the funding period from April 1, 2011 through September 30, 2011.

- **OMB Circular No. A-87** “Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments;
- **OMB Circular No. A-110** “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations”
- **OMB Circular Nos. A-122 and A-21** “Cost Principles for Non Profit Organizations and Cost Principles for Educational Institutions,” as modified by 24 CFR Section 570.502(a)(b);
- **24 CFR Part 35** “Applicability of Uniform Administrative Requirements” of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **BUSINESS DEVELOPMENT: Client Retention, Business Development, Marketing**

Motivated and innovative sales and marketing leader with a 22 year track record of excellent account retention and management across multiple industries. Committed to understanding client needs and developing custom solutions and pitches to earn loyal business. Demonstrated strengths in territory management, market penetration, and sales strategy. Skilled in designing and developing effective presentations for internal and client audiences. Effective team leader and networker with superior client relations' skills. Well connected in a variety of market segments. Known for tenacity and follow-through. Work equally well on site and remotely.

- 
- Sales Strategy • Business Planning • New Business Development
  - Key Account Management • High-Impact Presentations • Executive Relations
  - Customer Service Training • Revenue Production • Sales Trainer •
  - New Market Penetration • Industry Research & Trend Analysis • Financial Acumen
- 

### **PROFESSIONAL EXPERIENCE**

#### **YVE & Associates, Inc. – Miramar, FL (11/02-Present)**

##### **Business Consultant**

Provide consultation and expertise to business executives, real estate developers and private investors.. Core capabilities include but are not limited to raising capital, financial planning (FINRA Series 7 & 63), sales and marketing planning, business development and client retention. Clients range from start-up ventures to multi-million dollar organizations.

##### Raising Capital

- Form and manage strategic alliances with investment banks, hedge funds and private investors
- Analyze business plans and pre-underwrite commercial projects
- Secured multi-billion dollar projects throughout the Caribbean and Latin America
- Obtained vendor and franchisor contracts for financing goods and services
- Launched a healthcare website for physician equipment leasing

##### Financial Planning

- Create investment strategy for business and individual clients
- Analyze portfolios and reallocate assets according to established objectives
- Conduct financial seminars and workshops for corporate staff
- Educated executives on favorable employee benefit options
- Analyze corporate and individual budgets for cost savings
- Obtain compliance and audit standards as a branch manager
- Provided investment advice to IBM credit union clients in Boca Raton

##### Sales & Marketing Planning

- Trained sales team on goal setting and market penetration
- Create sales strategy plans
- Generate marketing plans
- Establish price points that increase profitability
- Provide market research
- Create competitive matrix analysis

##### Business Development & Client Retention

- Developed sales and marketing plan for corporate clients
- Established policy and trained employees in customer service
- Created new avenues for product placement
- Created a financial strategy plan to launch a recording studio
- Consulted on publishing deals with EMI, Virgin and Universal Records
- Negotiated contracts for licensing of master recordings

## **WL Gore & Associates, Inc. – Flagstaff, AZ (5/95-11/02)**

### **Medical Sales Associate**

Sold surgical implants including patches, membranes, shunts and sutures to General, Cardiac, Thoracic, Plastic, and Trauma Surgeons in South Florida. Have also sold to Ortho and Neuro surgeons. Territory included Washington DC, Maryland and Virginia from 5/95 – 5/98. Transferred to South Florida from 6/98-11/02.

- Ranked #7 of 50 in 2001 for dollar and percentage increase
- Increased sales by 32% in 1999/2000
- Earned top sales award trip Summit Club in 2000
- Increased sales in new Florida territory by 25% in 1998/1999
- Trained new sales associates
- Converted 8 hospitals first year in Florida 1998/1999
- Increased sales by \$146,000 in 1996/97
- Earned Cardiac/Thoracic OR Certification
- Earned top sales award trip Summit Club in 1997
- Ranked #5 of 33 in 1996/1997
- Increased market share by 46% in 1996/1997

## **Convatec (Division of Bristol-Myers Squibb) – Princeton, NJ (4/94-5/95)**

### **Medical Sales Representative**

Sold ostomy appliances and chronic wound care products to Vascular and Plastic Surgeons, nurses and hospital administrators. Territory included Washington DC and Northern Virginia.

- Headed two wound clinics in major hospitals
- Conducted CEU and CME programs for surgeons and nurses.
- Consistently exceeded sales quotas

## **Davis & Geck (Division of American Cyanamid) – Wayne, NJ (2/93-2/94)**

### **Territory Manager**

Sold sutures, medical devices, carotid shunts, occlusion balloon catheters and embolectomy catheters in the operating room to all surgical specialties in the state of Maryland.

- Initiated and completely converted a hospital worth \$200,000 in suture
- Obtained and successfully completed an evaluation in hospital where my products were banned
- Increased market share by 50% during first 6 months in territory
- Ranked top 15 out of 120 for Gold Cup Award
- Ranked top 10 out of 120 in Vital Vue Sales

## **Ciba Giegy – Summit, NJ (4/91-2/93)**

### **Medical Sales Representative**

Sold multiple drugs in highly competitive therapeutic classes including cardiologist and gynecologist. Territory included Maryland, Virginia and West Virginia.

- Received Circle of Merit Award 3<sup>rd</sup> qtr of 1992 for highest increase in market share in all products
- Increased Estraderm market share by 29% in 1992
- Saved Transderm Nitro market share by a greater rate than district and nation
- Obtained formulary status for Lotensin

**The Copeland Companies (Division of Travelers Insurance) – New Brunswick, NJ (4/87-4/91)**

**Financial Consultant**

Sold investment plans (commission only) to educators in Maryland. Maintained exceptional client loyalty through product knowledge and timely service resulting in a 95% persistency rate.

- Earned the Leader's Conference Award in 1990 for Top Sales
- Trained new hires on selling skills and territory management
- Increased market share from 10% to 35% in less than 3 years
- Doubled sales volume from 1989 to 1990
- Closed \$640,000 of new business in 1990

**Equitable Life Insurance – Charlotte, NC (9/86-4/87)**

**Computer Set-Up Operator**

**The Timken Corporation – Canton, OH (7/85- 6/86)**

**Cost Accountant**

**FORMAL EDUCATION**

**Bachelor of Science in Finance** • Wilberforce University, Wilberforce, Ohio 1985 GPA 3.5

**PROFESSIONAL LICENSES**

**FINRA Series 7 & 63**, State of Florida Life and Health Insurance, Florida Mortgage Broker

**PROFESSIONAL AFFILIATIONS**

International Mastermind Association and Professional Speakers Network



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	March 23, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	<b>Public Wroks Stormwater Fund</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>		<b>Yes</b>		<b>No</b>
						X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
	X						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b> 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"/> Communcation <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i> <b>2. Improve City infrastructure</b> <b>2.5 Increase Citywide tree Canopy</b>			
	X						
<b>Sponsor Name</b>	<b>Danny O. Crew, City Manager</b>		<b>Department:</b>	<b>Public Works</b>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RENEWAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS599 FOR PUBLIC WORKS SERVICES IN THE AMOUNT OF FIFTY-EIGHT THOUSAND, FOUR DOLLARS (\$58,004.00), ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

The City has used the Florida Department of Corrections' (FDOC) work squads since 2005 to reduce the amount of litter throughout the City, remove graffiti, and assist the Public Works crews with landscaping tasks. In 2006 and 2009 the City added two additional FDOC work squads to help with the overwhelming workload. As of June 15, 2011, the second work squad (WS599) contract will expire, therefore requiring the City to enter into another agreement with the Florida Department of Corrections for continued service from this particular work squad.

**ITEM K-1) CONSENT AGENDA  
RESOLUTION  
Agreement w/ FDOC (WS599)**

FDOC has proposed amendments to the current agreement, to reflect changes that are being made with other municipalities. These include:

- Renewal of the contract for one (1) year;
- Revises the end date of the Contract to June 15, 2012;
- Contract cost to the City will be \$58,004 (an increase of \$1,537 from last year); and

Other terms and conditions remain the same.

## **Proposed Action:**

It is recommended that City Council approve the attached resolution authorizing the renewal of the agreement with Florida Department of Correction work squad WS599 for an additional year.

## **Attachment:**

Attachment 1: Contract #WS599 with Amendment 1

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 THE CITY CLERK, TO EXECUTE AND ATTEST,  
6 RESPECTIVELY, THAT CERTAIN RENEWAL AGREEMENT  
7 WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK  
8 SQUAD #WS599 FOR PUBLIC WORKS SERVICES IN THE  
9 AMOUNT OF FIFTY-EIGHT THOUSAND, FOUR DOLLARS  
10 (\$58,004.00), ATTACHED HERETO AS EXHIBIT "A"; PROVIDING  
11 FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR  
12 THE ADOPTION OF REPRESENTATIONS; PROVIDING AN  
13 EFFECTIVE DATE.  
14

15 WHEREAS, the City of Miami Gardens and the Florida Department of  
16 Corrections ("FDOC") are currently operating under several agreements whereby the  
17 FDOC provides minimum custody inmates to remove graffiti, collect liter and other  
18 debris, and assist the Department of Public Works with landscaping throughout the City,  
19 and

20 WHEREAS, on June 15, 2011, the contract for work squad #WS599 will expire,  
21 requiring the City to extend the terms of the Agreement with FDOC for an additional  
22 year, and

23 WHEREAS, the terms of the renewal Agreement also include a service cost  
24 increase in the amount of One Thousand Five Hundred Thirty-Seven Dollars  
25 (\$1,537.00) from the previous year,

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

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

31 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
32 hereby authorizes the City Manager and the City Clerk, to execute and attest,

33 respectively, that certain renewal Agreement with the Florida Department of Corrections  
34 Work Squad #WS599 for public works services in the amount of Fifty-Eight Thousand,  
35 Four Dollars (\$58,004.00), attached hereto as Exhibit "A".

36 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
37 authorized to obtain two (2) fully executed copies of the subject Agreement with one (1)  
38 to be maintained by the City, and one (1) to be delivered to The Florida Department of  
39 Corrections.

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

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

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**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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60

61

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

62

63

Moved by: \_\_\_\_\_

64

65

**VOTE:** \_\_\_\_\_

66

67

Mayor Shirley Gibson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

68

Vice Mayor Aaron Campbell Jr. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

69	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
70	Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
71	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
72	Councilman Andre' Williams	_____ (Yes)	_____ (No)
73	Councilman David Williams Jr.	_____ (Yes)	_____ (No)

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**CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS  
AND  
CITY OF MIAMI GARDENS**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and City of Miami Gardens (“Agency”) to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I, B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I, A., Contract Term**; and
- replaces Addendum A with Revised Addendum A, effective June 16, 2011.

Original contract period: June 16, 2010 through June 15, 2011

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I, A., Contract Term**, is hereby revised to read:

A. This Contract began June 16, 2010 and shall end at midnight on June 15, 2012.

This Contract is in its final renewal year.

2. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective June 16, 2011.

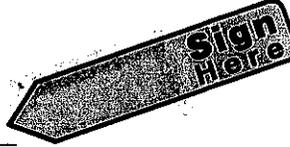
All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF MIAMI GARDENS



SIGNED BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
FEID #: \_\_\_\_\_

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,  
subject to execution.

SIGNED BY: \_\_\_\_\_  
NAME: **Edwin G. Buss**  
TITLE: **Secretary  
Department of Corrections**  
DATE: \_\_\_\_\_

SIGNED BY: P. K. Dale  
NAME: \_\_\_\_\_  
TITLE: *PK* **General Counsel  
Department of Corrections**  
DATE: 2-16-11

**Revised Addendum A  
Inmate Work Squad Detail of Costs for City of Miami Gardens  
Interagency Contract Number WS599 Effective June 16, 2011**

\*\*\*ENTER MULTIFIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\*

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:**

	# Officer:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 399.00	\$ 399.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 1,642.00	\$ 1,642.00
Technology Fee			\$ 462.00	\$ 462.00
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 58,896.00</b>	<b>\$ 57,254.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

**II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:**

Costs include but may not be limited to the following:

- Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

**TOTAL - To Be Billed By Contract To Agency**

Number Squads	Total Annual Cost
1	\$ 750.00
	\$ 750.00

**III. ADDITIONAL AGENCY EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES  NO   
ENCLOSED TRAILER REQUIRED: YES  NO

**Revised Addendum A  
Inmate Work Squad Detail of Costs for City of Miami Gardens  
Interagency Contract Number WS599 Effective June 16, 2011**

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Per Unit Cost	Number of Units
<input checked="" type="checkbox"/>	

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

Hand Held Radio           MACOM \$4833.00  
 Vehicle Mounted Radio   MACOM \$5119.00

**TOTAL Operating Capital To Be Advanced By Agency**

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

1. Operating Capital - from Section IV.
2. Grand Total - To Be Advanced By Agency At Contract Signing:

<b>Total Cost</b>
\$0.00
\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. Grand Total - To Be Billed To Agency By Contract:

<b>Total Cost</b>
\$57,254.00
\$750.00
\$58,004.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:  
(Total of Sections V. and VI.)**

<b>\$58,004.00</b>
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**VIII. OVERTIME COSTS:**

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for City of Miami Gardens**  
**Interagency Contract Number WS599 Effective June 16, 2011**

**Section I.**

Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".

**Section II.**

Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.

**Section III.**

Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

**Section IV.**

The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.

**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

**Section V.**

The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

**Section VI.**

The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

**Section VII.**

The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

**Section VIII.**

Any agreement in this area will be billed separately as charges are incurred.

**CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS  
AND  
CITY OF MIAMI GARDENS**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and City of Miami Gardens (“Agency”) to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**; and
- replaces Addendum A with Revised Addendum A, effective June 16, 2011.

Original contract period: June 16, 2010 through June 15, 2011

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began June 16, 2010 and shall end at midnight on June 15, 2012.

This Contract is in its final renewal year.

2. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective June 16, 2011.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF MIAMI GARDENS



SIGNED BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
FEID #: \_\_\_\_\_

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,  
subject to execution.

SIGNED BY: \_\_\_\_\_  
NAME: **Edwin G. Buss**  
TITLE: **Secretary  
Department of Corrections**  
DATE: \_\_\_\_\_

SIGNED BY: P. K. Dale  
NAME: \_\_\_\_\_  
TITLE: **General Counsel  
Department of Corrections**  
DATE: 2-16-11

**Revised Addendum A  
Inmate Work Squad Detail of Costs for City of Miami Gardens  
Interagency Contract Number WS599 Effective June 16, 2011**

\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\*

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:**

	# Officer:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 399.00	\$ 399.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 1,642.00	
Technology Fee			\$ 462.00	\$ 462.00
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 58,896.00</b>	<b>\$ 57,254.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

**II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:**

Costs include but may not be limited to the following:  
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

**TOTAL - To Be Billed By Contract To Agency**

Number Squads	Total Annual Cost
1	\$ 750.00
	\$ 750.00

**III. ADDITIONAL AGENCY EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES  NO   
 ENCLOSED TRAILER REQUIRED: YES  NO

**Revised Addendum A**  
**Inmate Work Squad Detail of Costs for City of Miami Gardens**  
**Interagency Contract Number WS599 Effective June 16, 2011**

<b>Total Cost</b>	<b>Bill To Agency</b>	<b>Provided By Agency</b>	<b>Already Exists</b>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Per Unit Cost</b>	<b>Number of Units</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**  
 Hand Held Radio      MACOM    \$4833.00  
 Vehicle Mounted Radio    MACOM    \$5119.00  
**TOTAL Operating Capital To Be Advanced By Agency**

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**  
 1. Operating Capital - from Section IV.  
 2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

<b>Total Cost</b>
\$0.00
\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**  
 1. Correctional Officer Salaries and Position-Related Expenses - from Section I.  
 2. Other Related Expenses and Security Supplies - from Section II.  
 3. **Grand Total - To Be Billed To Agency By Contract:**

<b>Total Cost</b>
\$57,254.00
\$750.00
\$58,004.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
 (Total of Sections V. and VI.)

<b>Total Cost</b>
\$58,004.00

**VIII. OVERTIME COSTS:**  
 If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**Addendum A - INSTRUCTIONS  
Inmate Work Squad Detail of Costs for City of Miami Gardens  
Interagency Contract Number WS599 Effective June 16, 2011**

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.  
**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	March 23, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>		<b>Other</b>	
				X				
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>		
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
			<i>(Enter X in box)</i>		X		X	
<b>Funding Source:</b>	<b>Stormwater Fund Public Works</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>		
						X		
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A				
	X							
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i> <b>2. Improve City infrastructure</b> <b>2.5 Increase Citywide tree Canopy</b>				
								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"/>
<b>Sponsor Name</b>	<b>Danny O. Crew, City Manager</b>		<b>Department:</b>	<b>Public Works</b>				

### Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS670 FOR PUBLIC WORKS SERVICES IN THE AMOUNT OF FIFTY-EIGHT THOUSAND, FOUR DOLLARS (\$58,004.00), ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

### Staff Summary:

The City has used the Florida Department of Corrections' (FDOC) work squads since 2005 to reduce the amount of litter throughout the City, remove graffiti, and assist the Public Works crews with landscaping tasks. In 2006 and 2009 the City added two additional FDOC work squads to help with the overwhelming workload. As of July 9, 2011 the third work squad (WS670) contract will expire, therefore

**ITEM K-2) CONSENT AGENDA  
RESOLUTION  
Agreement w/ FDOC (WS670)**

requiring the City to enter into another agreement with the Florida Department of Corrections for continued services from this particular work squad.

FDOC's proposed agreement includes:

- One year contract with the option to renew for an additional year;
- Contract shall become effective on July 10, 2011;
- Contract cost to the City will be \$58,004 (an increase of \$1,537 from last year); and
- Stipulates termination "at will" by the City upon 60 days notification, or by the FDOC with 60 days notification to the City.

Other terms and conditions remain the same.

## **Proposed Action:**

It is recommended that City Council approve the attached resolution authorizing City to enter into an agreement with the Florida Department of Corrections for continued service from WS670.

## **Attachment:**

Attachment 1: Florida Department of Corrections WS670 Contract

RESOLUTION NO. 2011\_\_\_\_\_

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE  
5 CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT  
6 CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF  
7 CORRECTIONS WORK SQUAD #WS670 FOR PUBLIC WORKS  
8 SERVICES IN THE AMOUNT OF FIFTY-EIGHT THOUSAND, FOUR  
9 DOLLARS (\$58,004.00), ATTACHED HERETO AS EXHIBIT "A";  
10 PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING  
11 FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN  
12 EFFECTIVE DATE.

13  
14 WHEREAS, the City of Miami Gardens and the Florida Department of  
15 Corrections ("FDOC") are currently operating under several agreements whereby the  
16 FDOC provides minimum custody inmates to remove graffiti, collect liter and other  
17 debris, and assist the Department of Public Works with landscaping throughout the City,  
18 and

19 WHEREAS, on July 9, 2011, the contract for work squad #WS670 will expire,  
20 requiring the City to enter into another agreement with FDOC, and

21 WHEREAS, the new Agreement includes an option to renew for an additional  
22 year, and provides an at-will termination provision for both parties, and

23 WHEREAS, the Agreement also includes a service cost increase in the amount  
24 of One Thousand Five Hundred Thirty-Seven Dollars (\$1,537.00) from the previous  
25 year,

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

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

31 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
32 hereby authorizes the City Manager and the City Clerk, to execute and attest,  
33 respectively, that certain Agreement with the Florida Department of Corrections Work  
34 Squad #WS670 for public works services in the amount of Fifty-Eight Thousand, Four  
35 Dollars (\$58,004.00), attached hereto as Exhibit "A".

36 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
37 authorized to obtain two (2) fully executed copies of the subject Agreement with one (1)  
38 to be maintained by the City, and one (1) to be delivered to The Florida Department of  
39 Corrections.

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

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

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45 \_\_\_\_\_  
46 SHIRLEY GIBSON, MAYOR

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51 **ATTEST:**

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55 \_\_\_\_\_  
56 RONETTA TAYLOR, MMC, CITY CLERK

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

60

61

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

63

64 Moved by: \_\_\_\_\_

65 **VOTE:** \_\_\_\_\_

66

67 Mayor Shirley Gibson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

68 Vice Mayor Aaron Campbell Jr. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

69 Councilwoman Lisa Davis \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

70 Councilman Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

71 Councilwoman Felicia Robinson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

72 Councilman Andre' Williams \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

73 Councilman David Williams Jr. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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CONTRACT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS  
AND  
CITY OF MIAMI GARDENS

This Contract is between the Florida Department of Corrections ("Department") and City of Miami Gardens ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, City of Miami Gardens is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

**I. CONTRACT TERM/RENEWAL**

A. Contract Term

This Contract shall begin on July 10, 2011 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or July 9, 2012, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed, at the option of the Agency, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The Agency, if it desires to renew this Contract, shall exercise its option no later than sixty (60) days prior to the Contract expiration.

## II. SCOPE OF CONTRACT

### A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

### B. Description of Services

#### 1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to six (6) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. **Vehicle Mounted Radios:**

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. **Hand Held Radios:**

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. **COMPENSATION**

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20<sup>th</sup> day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20<sup>th</sup> day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections  
Bureau of Finance and Accounting  
Attn: Professional Accountant Supervisor  
Centerville Station  
Call Box 13600  
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Tsahai Codner, Director  
Keep Miami Gardens Beautiful  
1515 NW 167 Street Building 5, Suite 200  
Miami Gardens, Florida 33169  
Telephone: (305) 622-8009  
Fax: (305) 622-8001  
E-mail: [TsahaiCodner@maimigardens-fl.gov](mailto:TsahaiCodner@maimigardens-fl.gov)

IV. **CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden  
South Florida Reception Center  
14000 NW 41<sup>st</sup> Street  
Miami, Florida 33178  
Telephone: (305) 592-5967, Ext. 4000

B. Department's Contract Administrator

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The name, address and telephone number of the Department's Contract Administrator for this Contract is:

Chief, Bureau of Procurement and Supply  
Florida Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
Telephone: (850) 488-6671  
Fax: (850) 922-8897

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Tsahai Codner, Director  
Keep Miami Gardens Beautiful  
1515 NW 167 Street Building 5, Suite 200  
Miami Gardens, Florida 33169  
Telephone: (305) 622-8009

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department shall be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency for any advance payments, prorated as of the last day worked.

VII. **CONDITIONS**

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**AGENCY: CITY OF MIAMI GARDENS**

SIGNED BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
FEID #: \_\_\_\_\_



**DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality,  
subject to execution.**

SIGNED BY: \_\_\_\_\_  
NAME: **Edwin G. Buss**  
TITLE: **Secretary  
Department of Corrections**  
DATE: \_\_\_\_\_

SIGNED BY: *P. K. Dale*  
NAME: *M*  
TITLE: **General Counsel  
Department of Corrections**  
DATE: *2-23-11*

**Addendum A**  
**Inmate Work Squad Detail of Costs for the City of Miami Gardens**  
**Interagency Contract Number WS670 Effective July 10, 2011**  
**\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\***

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:**

	# Officers	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 399.00	\$ 399.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 1,642.00	
Technology Fee			\$ 462.00	\$ 462.00
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 58,896.00</b>	<b>\$ 57,254.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.  
 \*\* Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

**II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:**

Costs include but may not be limited to the following:  
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
1	\$ 750.00
	\$ 750.00

**TOTAL - To Be Billed By Contract To Agency**

**III. ADDITIONAL AGENCY EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES  NO   
 ENCLOSED TRAILER REQUIRED: YES  NO

**Addendum A**  
**Inmate Work Squad Detail of Costs for the City of Miami Gardens**  
**Interagency Contract Number WS670 Effective July 10, 2011**

<b>Total Cost</b>	<b>Bill To Agency</b>	<b>Provided By Agency</b>	<b>Already Exists</b>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Per Unit Cost</b>	<b>Number of Units</b>
	1

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

Hand Held Radio           MACOM \$4833.00  
 Vehicle Mounted Radio   MACOM \$5119.00

**TOTAL Operating Capital To Be Advanced By Agency**

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

- Operating Capital - from Section IV.
- Grand Total - To Be Advanced By Agency At Contract Signing:**

<b>Total Cost</b>
\$0.00
\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

- Correctional Officer Salaries and Position-Related Expenses - from Section I.
- Other Related Expenses and Security Supplies - from Section II.
- Grand Total - To Be Billed To Agency By Contract:**

<b>Total Cost</b>
\$57,254.00
\$750.00
\$58,004.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**

(Total of Sections V. and VI.)

<b>\$58,004.00</b>
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**VIII. OVERTIME COSTS:**

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**Addendum A - INSTRUCTIONS  
Inmate Work Squad Detail of Costs for the City of Miami Gardens  
Interagency Contract Number WS670 Effective July 10, 2011**

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.  
**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	March 23, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>	X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
					X		
<b>Funding Source:</b>	<b>Urban Area Security Initiative Grant</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<b>N/A</b>			
	X						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
	X		Enhance Organizational <input checked="" type="checkbox"/>	<b>Streamline and automate all processes</b>			
			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"/>				
			Communcation <input type="checkbox"/>				
<b>Sponsor Name</b>	<b>Dr. Danny O. Crew, City Manager</b>		<b>Department:</b>	<b>Building and Code Compliance</b>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN SECOND AMENDMENT TO THE 2007 MEMORANDUM OF AGREEMENT WITH THE CITY OF MIRAMAR THROUGH THE FEDERAL DEPARTMENT OF HOMELAND SECURITY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

**Background:**

The City of Miami Gardens has been identified by the Federal Department of Homeland Security as eligible to receive funding from the Urban Area Security Initiative (UASI) Grant Program as a member of the Fort Lauderdale

UASI. The City was awarded \$412,745 under the 2007 UASI Grant for the purchase of Hazmat Equipment for the Police Department, Emergency Generators for vital City facilities, and Communications Equipment for the Mobile Command Center.

The City of Miramar acts as the Sponsoring Agency for the Fort Lauderdale UASI , and as such, the City of Miami Gardens is a sub-granting agency of the City of Miramar in the Fort Lauderdale UASI. The Sponsoring Agency applied to the State of Florida for an additional extension of the term of the State Agreement in order to provide additional time for the completion of procurement and the expenditure of the grant funding available under the FY 2007 UASI Grant Program. The State of Florida has agreed, subject to execution of a Third Modification to the State Agreement, to extend the Agreement through June 30, 2011.

As the sub-granting agency of the City of Miramar, the City must also approve and execute the attached memorandum of agreement for participating Fort Lauderdale UASI agencies to extend the term of the 2007 UASI MOA through June 30, 2011.

**Proposed Action:**

It is recommended that City Council adopt the attached Memorandum of Agreement with the City of Miramar granting an extension of time for the expenditure of 2007 UASI grant funds.

**Attachment:**

Attachment A – 2007 UASI MOA Third Modification

RESOLUTION No. 2011-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN SECOND AMENDMENT TO THE 2007 MEMORANDUM OF AGREEMENT WITH THE CITY OF MIRAMAR THROUGH THE FEDERAL DEPARTMENT OF HOMELAND SECURITY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has been identified by the Federal Department of Homeland Security as being eligible to receive funding from the Urban Area Security Initiative ("UASI") Grant Program as a member of the Fort Lauderdale UASI, and

WHEREAS, the City was awarded Four Hundred Twelve Thousand Seven Hundred Forty-Five Dollars (\$412,745.00) under the 2007 UASI grant funding program for the purchase of Hazmat Equipment and emergency preparedness equipment for the City of Miami Gardens Police Department, and

WHEREAS, the City of Miramar, acting as the lead agency for the Fort Lauderdale UASI, applied to the State of Florida for an additional extension of the terms of the State Agreement, and

WHEREAS, the State of Florida subsequently agreed to a contract modification, to extend the State Agreement with the Fort Lauderdale UASI through June 30, 2011, and

WHEREAS, as the sub-granting agency, the City Council for the City of Miami Gardens must approve any changes to the grant term,

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

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

6 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens  
7 hereby authorize the City Manager and the City Clerk to execute and attest,  
8 respectively, that certain Second Amendment to the 2007 Memorandum of Agreement  
9 with the City of Miramar through the Federal Department of Homeland Security, a copy  
10 of which is attached hereto as Exhibit "A."

11 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby  
12 authorized to obtain two (2) fully executed copies of the subject Agreement with the City  
13 of Miramar through the Federal Department of Homeland Security, with one (1) to be  
14 maintained by the City, and one (1) to be delivered to the City of Miramar.

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

17 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS  
18 AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2011.

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\_\_\_\_\_  
SHIRLEY GIBSON, MAYOR

ATTEST:  
  
\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

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

MOVED BY: \_\_\_\_\_

**VOTE:** \_\_\_\_\_

Moved by: \_\_\_\_\_

**VOTE:** \_\_\_\_\_

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

**SECOND AMENDMENT TO MEMORANDUMS OF AGREEMENT  
FOR PARTICIPATING FORT LAUDERDALE UASI AGENCIES  
(RE: FY 2007 UASI GRANT PROGRAM)**

This Second Amendment to Memorandums of Agreement for Participating Fort Lauderdale UASI Agencies (the "Second Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Miramar, a municipal corporation of the State of Florida (the "Sponsoring Agency") and **The City of Miami Gardens** (the "Participating Agency").

**RECITALS**

WHEREAS, the Sponsoring Agency and the Participating Agency entered into a Memorandum of Agreement for Participating Fort Lauderdale UASI Agencies dated June 9<sup>th</sup>, 2008 (the "Primary MOA") related to expenditures of funds subgranted to the Participating Agency under the FY 2007 Urban Area Security Initiative ("UASI") Grant Program; and

WHEREAS, the Primary MOA is subject to all terms, provisions and conditions of the Federally Funded Subgrant Agreement between the Sponsoring Agency and the State of Florida, Division of Emergency Management (the "State Agreement"), the current term of which ends on December 31, 2010, resulting from a Third Modification to the State Agreement entered into by the Sponsoring Agency and the State of Florida; and

WHEREAS, the Sponsoring Agency has applied to the State of Florida for an additional extension of the term of the State Agreement in order to provide additional time for the completion of procurement and the expenditure of the grant funding available under the FY 2007 UASI Grant Program; and

WHEREAS, the State of Florida has agreed, subject to execution of a Third Modification to the State Agreement, to extend the State Agreement through June 30, 2011; and

WHEREAS, the parties mutually desire to extend the term of the MOA through the same extension date as provided by the State of Florida for the State Agreement, to wit: June 30, 2011, in order to provide additional time for the completion of the procurement process and the expenditure of the grant funding available under the FY 2007 UASI Grant Program; and

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

1. In conjunction with the extension of the State Agreement through June 30, 2011, the term of the MOA between the parties shall be extended to June 30, 2011.
2. All terms, provisions and conditions of the MOA not inconsistent with this Second Amendment shall remain in full force and effect.

**SPONSORING AGENCY**

THE CITY OF MIRAMAR, a municipal corporation of the State of Florida

ATTEST:

\_\_\_\_\_  
Yvette McLeary  
City Clerk

BY: \_\_\_\_\_  
Robert A. Payton  
City Manager  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

\_\_\_\_\_  
City Attorney  
Weiss Serota Helfman Pastoriza  
Cole & Boniske, P.L

**PARTICIPATING AGENCY**

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

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

BY: \_\_\_\_\_  
Name:  
Title:  
Date:\_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
Participating Agency Attorney

2007 UASI – The City of  
Miami Gardens



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	March 23, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b> <i>(Enter Fund &amp; Dept)</i> Ex: General Fund- Police			<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>  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"/> Communcation <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		X					
<b>Sponsor Name</b>	Councilwoman Lisa Davis		<b>Department:</b>	Mayor and City Council			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, OFFERING AN EXPRESSION OF SUPPORT TO JAPAN IN THE WAKE OF THE RECENT TSUNAMI AND EARTHQUAKE; REQUESTING THAT OTHER MUNICIPALITIES IN DADE COUNTY ADOPT SIMILAR RESOLUTIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Summary:**

On March 11, 2011, Japan was devastated by an earthquake and tsunami. As of March 16, 2011, the Japanese National Police Agency had officially confirmed 4,277 deaths, 2,282 injured and 8,194 people missing, and this number continues to rise. Because of the natural disaster, Japan is in desperate need of financial assistance. Councilwoman Lisa Davis would like the

**ITEM K-4) CONSENT AGENDA  
RESOLUTION  
Expression of Support to Japan**

City Council to express its support of Japan and its citizens who continue to suffer in the aftermath of the earthquake and tsunami.

The attached Resolution urges the residents and businesses owners in the City to offer whatever support they can to Japan and its citizens, in an effort to help the country recover from the recent natural disaster. Moreover, the Resolution requests that the other municipalities in Miami-Dade County offer similar resolutions of support.

**Proposed Action:**

That the City Council adopts the attached Resolution.

**Attachment:**

## RESOLUTION NO. 2011\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, OFFERING AN EXPRESSION OF SUPPORT TO JAPAN IN THE WAKE OF THE RECENT TSUNAMI AND EARTHQUAKE; REQUESTING THAT OTHER MUNICIPALITIES IN DADE COUNTY ADOPT SIMILAR RESOLUTIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 11, 2011, Japan was devastated by an earthquake and tsunami, and

WHEREAS, as of March 16, 2011, the Japanese National Police Agency had officially confirmed 4,277 deaths, 2,282 injured, and 8,194 people missing, and

WHEREAS, these numbers continue to rise on a daily basis, and

WHEREAS, in the wake of the earthquake and tsunami, Japan is in desperate need of financial assistance, and

WHEREAS, Councilwoman Lisa Davis offers this Resolution in support of Japan and its citizens who suffer in the aftermath of the earthquake and tsunami, and

WHEREAS, in addition, Councilwoman Lisa Davis urges the residents and businesses owners in the City to offer whatever support they can to Japan and its citizens, in an effort to help the country recover from the recent natural disaster,

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. EXPRESSION OF SUPPORT: The City Council of the City of Miami Gardens offers its support to Japan and its citizens and urges the residents and business owners in the City to lend support to Japan in the aftermath of the recent earthquake and tsunami. The City Council also urges other municipalities in Miami-Dade County to adopt similar resolutions.

Section 4. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby directed to send a copy of this resolution to other municipalities in Miami-Dade County.

Section 5. 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.

\_\_\_\_\_  
SHIRLEY GIBSON, MAYOR

**ATTEST:**

\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: Councilwoman Lisa Davis

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 Felicia Robinson	_____ (Yes)	_____ (No)
Councilman Andre' Williams	_____ (Yes)	_____ (No)
Councilman David Williams Jr.	_____ (Yes)	_____ (No)

## Staff Monthly Report February – March 2011

### CITY MANAGER

- Met with Councilman David Williams to review various city documents and answer outstanding questions.
- Met as part of the RFP review Committee with the proposed promoter for the 2012 Jazz in the Gardens.
- Held the initial kick-off meeting with the department heads for the FY-2012 budget.
- Began preparing a mid-year budget analysis report and action plan for presentation in April.
- Met individually with various Council Members regarding various topics.
- Worked with City Attorney and our condemnation attorney to resolve the condemnation of the Washuta property at Rolling Oaks Park. Accepted offer of \$1.5 million for the property. This allows us to move forward with the renovation of Rolling Oaks Park and to move the main entrance to NW 183<sup>rd</sup> Street.
- Met with Kevin Lawler and URS (City Hall Architect) to clarify time table and other contractual issues. Reviewed the schematic drawings for City Hall and the police headquarters.

### FINANCE DEPARTMENT (Patty Varney)

1. Finalized FY 2010 Comprehensive Annual Financial Report and presented to the Council at the March 9 meeting.
2. Prepared State Annual Financial Report and submitted to auditor for review prior to submitting to the State.
3. Drafted the Popular Annual Financial Report and submitted to City Manager for review.
4. Prepared the FY 2012 budget preparation documentation and held a workshop with all department heads for the preparation of the FY 2012 budget.
5. Projected FY 2011 year-end revenue and submitted to City Manager for review.

At the end of January 2012, the year-to-date expenditures or revenues should reflect 33% of the budget. The red light camera fines did show improvement in January and February collection of close to \$300,000; however, when compare to monthly budget allocation, it is still well short. We are currently projecting a shortfall of approximately \$3.3 million in net revenue for red light. Other shortfall of revenues is addressed at the revenue analysis tables below. As to operating expenses, most of the line items are within budget except for overtime which will be addressed by management.

As of February, 2011, the City has total investments in the amount of \$12,826,135. Of this amount, \$10,031,324 is with Wachovia which is available cash to fund for the operating expenses earning 0.25%. The City holds a CD with the Bank of America in the amount of \$2.6 million earning 0.07%. This is a requirement from our bond requirement and that is the highest and safest rate of return the City can obtain. The City still has approximately \$59,028 in market value with the State Board of Administration and \$135,783 in tax certificates with Dade County.

## GENERAL FUND

Revenues as of February 28, 2011

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Property Tax</i>	1	23,089,178	17,952,187	77.75%	20,177,903	16,007,123	79.33%
<i>Utility Tax</i>	2	11,276,242	3,045,755	27.01%	10,667,000	3,017,869	28.29%
<i>Franchise Fees</i>	3	5,809,802	451,777	7.78%	5,520,000	366,107	6.63%
<i>Permits/License Tax/Other Fees</i>	4	1,925,000	1,191,876	61.92%	1,765,000	1,361,749	77.15%
<i>Intergovernmental Revenue</i>	5	11,910,111	3,119,531	26.19%	10,360,243	3,539,111	34.16%
<i>Charges for Services</i>	6	3,231,509	885,474	27.40%	4,886,052	1,155,395	23.65%
<i>Fines &amp; Forfeitures</i>	7	2,534,000	1,582,245	62.44%	7,518,024	966,252	12.85%
<i>Miscellaneous Revenues</i>	8	1,535,000	648,383	42.24%	1,687,500	412,802	24.46%
<i>Non-Operating Revenues</i>		20,267,022	4,498,507	22.20%	9,117,834	572,487	6.28%
<b>TOTAL</b>		<b>81,577,864</b>	<b>33,375,735</b>	<b>40.91%</b>	<b>71,699,556</b>	<b>27,398,895</b>	<b>38.21%</b>

- 1 Homeowners receive discounts if paid before April 1. Amount received in FY 2011 is lower than FY 2010 due to lower millage rate as the City did not adopt the roll-back rate.
- 2 Electric and water utility tax are lagging by two months.
- 3 Electric franchise fees will be received in August. However, solid waste franchise fee received year-to-date is lower than last fiscal year projecting a shortfall of approximately \$200,000
- 4 By State law, the City is required to have Business License renewal by October 1 of each year which is projected to come in at 100%. The remaining amount is to be derived from Landlord Permit fee which is due for renewal in April each year.
- 5 State Revenue Sharing is lagging, projected to have a shortfall of \$300,000 should trend continues.
- 6 Lower percentage is reflected as 44% of revenue in this category is derived from Jazz in the Gardens. Amnesty lien application for FY 2011 has received only \$92K year-to-date. Projected to be short by \$100K for year-end
- 7 Fines decrease is mainly attributed to the "Red Light Camera". It is projected to be at least \$3 million short in net revenue for this line item.
- 8 Slot machine revenues, interest earnings and bus shelter revenues is projected to have a total shortfall for the year of approximately \$350K.

## GENERAL FUND

Expenditures as of February 28, 2011

		<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
		<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	1	40,206,516	17,360,438	43.18%	42,567,930	16,900,322	39.70%
<i>Operating Expenses</i>		10,979,145	4,289,447	39.07%	12,741,772	4,386,798	34.43%
<i>Capital Outlay</i>		2,583,303	347,945	13.47%	871,073	518,113	59.48%
<i>Grants and Aids</i>		102,587	25,000	24.37%	88,399	3,399	0.00%
<i>Debt Service</i>		0	0	0.00%	2,723	2,722	99.97%
<i>Other Uses</i>		18,491,926	7,325,144	39.61%	8,083,357	3,014,118	37.29%
<i>Emergency Reserve Build Up</i>		9,214,387	0	0.00%	7,344,302	0	0.00%
<b>TOTAL</b>		<b>81,577,864</b>	<b>29,347,973</b>	<b>35.98%</b>	<b>71,699,556</b>	<b>24,825,473</b>	<b>34.62%</b>

- 1 There is exactly 16 remaining pay period for FY 2011. The percentage expensed should be 38.5%. However, it is slightly higher due to overtime line item are higher than budget allocation and police sign on pay.

## TRANSPORTATION FUND

Revenues as of February 28, 2011

	<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Local Option Gas Tax</i>	2,335,000	722,305	30.93%	2,276,966	789,286	34.66%
<i>Permits/License Tax/Other Fees</i>	95,000	25,876	27.24%	73,050	16,697	22.86%
<i>Intergovernmental Revenue</i>	985,000	304,836	30.95%	2,030,194	299,107	14.73%
<i>Charges for Services</i>	5,200	1,346	25.89%	2,500	1,861	74.43%
<i>Miscellaneous Revenues</i>	39,969	4,489	11.23%	22,713	7,551	33.24%
<i>Non-Operating Revenues</i>	976,166	245,354	25.13%	197,142	81,049	41.11%
<b>TOTAL</b>	<b>4,436,335</b>	<b>1,304,207</b>	<b>29.40%</b>	<b>4,602,565</b>	<b>1,195,551</b>	<b>25.98%</b>

<sup>1</sup> Local Option Gas Tax distribution is lagging by one month. The revenue is slightly lower than projected as it should reflect 33.33% of budget.

<sup>2</sup> Lower Intergovernmental Revenue is attributed to lower State Revenue Sharing distributions. Estimated a shortfall of \$120K for year-end if trend continues.

## TRANSPORTATION FUND

Expenditures as of February 28, 2011

	<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	\$2,086,740	\$795,966	38.14%	2,046,354	761,017	37.19%
<i>Operating Expenses</i>	\$678,483	\$264,142	38.93%	533,965	175,393	32.85%
<i>Capital Outlay</i>	\$127,585	\$13,745	10.77%	1,022,625	2,808	0.27%
<i>Other Uses</i>	\$1,543,527	\$599,401	38.83%	999,621	377,759	37.79%
<b>TOTAL</b>	<b>\$4,436,335</b>	<b>1,673,254.43</b>	<b>37.72%</b>	<b>4,602,565</b>	<b>1,316,977.01</b>	<b>28.61%</b>

All line item is within budget allocation

## DEVELOPMENT SERVICES FUND

Revenues as of February 28, 2011

	<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Permits/License Tax/Other Fees</i>	2,429,000	1,361,122	56.04%	3,052,680	801,583	26.26%
<i>Charges for Services</i>	0	959	0.00%	7,000	37,088	529.83%
<i>Miscellaneous Revenues</i>	6,100	500	8.20%	1,300	0	0.00%
<i>Non-Operating Revenues</i>	1,813,211	747,971	41.25%	2,900	0	0.00%
<b>TOTAL</b>	<b>4,248,311</b>	<b>2,110,552</b>	<b>49.68%</b>	<b>3,063,880</b>	<b>838,671</b>	<b>27.37%</b>

<sup>1</sup> Permit activities did not come in as budgeted. Projected a shortfall of approximately \$1.2 million for FY 2011 if current activities continue.

<sup>2</sup> Technology surcharge received in FY 2011 is combined with Permits revenue in FY 2010.

## DEVELOPMENT SERVICES FUND

Expenditures as of February 28, 2011

	<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i> <sup>1</sup>	2,857,048	932,414	32.64%	2,211,745	827,894	37.43%
<i>Operating Expenses</i>	217,997	35,931	16.48%	173,520	42,909	24.73%
<i>Capital Outlay</i>	14,566	1,478	10.15%	0	0	0.00%
<i>Other Uses</i>	1,158,700	464,022	40.05%	678,615	261,781	38.58%
<b>TOTAL</b>	<b>4,248,311</b>	<b>1,433,846</b>	<b>33.75%</b>	<b>3,063,880</b>	<b>1,132,585</b>	<b>36.97%</b>

<sup>1</sup> Personnel Expenses are a little lower due to vacancy within the department.

## STORMWATER FUND

Revenues as of February 28, 2011

	<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Revenues</i>	<i>of Budget</i>
<i>Permits/License Tax/Other Fees</i> <sup>1</sup>	40,000	29,775	74.44%	60,000	10,190	16.98%
<i>Grant</i>	88,275	0	0.00%	437,073	0	0.00%
<i>Charges for Services</i> <sup>2</sup>	3,395,000	786,680	23.17%	3,395,000	569,945	16.79%
<i>Miscellaneous Revenues</i> <sup>3</sup>	150,933	111,401	73.81%	45,000	0	0.00%
<i>Non-Operating Revenues</i>	1,323,041	0	0.00%	1,138,540	0	0.00%
<b>TOTAL</b>	<b>4,997,249</b>	<b>927,857</b>	<b>18.57%</b>	<b>5,075,613</b>	<b>580,135</b>	<b>11.43%</b>

<sup>1</sup> Less permits being issued in FY 2011

<sup>2</sup> Revenue is lagging one month. The distribution by the County for January revenue was not received until March.

<sup>3</sup> This category includes the drawdown of bond proceeds for the purchase of a front-end loader in FY 2010

## STORMWATER FUND

Expenditures as of February 28, 2011

	<i>FY 2010</i>	<i>FY 2010</i>	<i>%</i>	<i>FY 2011</i>	<i>FY 2011</i>	<i>%</i>
	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>	<i>Budget</i>	<i>YTD Expenses</i>	<i>of Budget</i>
<i>Personnel Expenses</i>	791,945	310,977	39.27%	968,053	352,287	36.39%
<i>Operating Expenses</i> <sup>1</sup>	937,376	75,660	8.07%	1,166,896	228,323	19.57%
<i>Capital Outlay</i>	534,263	97,699	18.29%	1,924,760	140,374	7.29%
<i>Debt Service</i>	665,889	69,688	0.00%	706,843	90,149	0.00%
<i>Other Uses</i>	2,067,776	272,546	13.18%	309,061	128,775	41.67%
<b>TOTAL</b>	<b>4,997,249</b>	<b>826,571</b>	<b>16.54%</b>	<b>5,075,613</b>	<b>939,910</b>	<b>18.52%</b>

<sup>1</sup> Operating expenses are lower than budgeted is mainly attributed to very minimal professional service have been utilized for the year.

## CAPITAL PROJECTS FUND

Expenditures as of February 28, 2011

	<i>FY 2010 Budget</i>	<i>FY 2010 YTD Expenses</i>	<i>% of Budget</i>	<i>FY 2011 Budget</i>	<i>FY 2011 YTD Expenses</i>	<i>% of Budget</i>
<i>Personnel Expenses</i>	449,783	179,874	39.99%	483,813	184,873	38.21%
<i>Operating Expenses</i>	271,215	35,126	12.95%	31,797	4,950	15.57%
<i>Capital Outlay</i>	24,343,491	3,648,249	14.99%	64,621,500	3,298,686	0.00%
<i>Other Uses</i>	191,113	78,178	40.91%	713,948	295,499	41.39%
<b>TOTAL</b>	<b>25,255,602</b>	<b>3,941,427</b>	<b>15.61%</b>	<b>65,851,058</b>	<b>3,784,009</b>	<b>5.75%</b>

### HUMAN RESOURCES (Taren Kinglee).

Staff participated in Webcast hosted by the EEOC which outline laws regarding Genetic Information Nondiscrimination Act (GINA).

Coordinated series of free workshops sponsored by the Florida Retirement System (FRS) to assist employees with debt management, financial, retirement, and estate planning.

Procured the insurance policies for Jazz in the Gardens.

Updated all fire extinguishers in the Police Department and Public Works Department.

Held several meetings with department supervisors regarding recruitment, discipline and performance management. Developed job descriptions, administered benefits, responded to salary/benefit surveys, etc.

Monthly Statistics FY-11	Oct-Nov	Nov-Dec	Dec-Jan	Jan-Feb	Feb-Mar
Applications/resumes received	240	157	152	92	183
Positions Advertised	6	2	4	3	4
Interviews Conducted	18	44	9	39	15
Pre-employ Physicals	15	5	4	1	3
Background/Reference Checks	18	3	3	14	9
New Hires	8	5	3	4	1
Workers Comp Claims	22	26	19	15	8
Exit Interviews	2	2	1	0	0
Promotions	0	0	0	4	1

### DEPUTY CITY MANAGER FOR PUBLIC SERVICES (Renee Crichton)

## **MAJOR INITIATIVES MANAGED**

### **Red Light Camera Program Transition**

- working with ATS to identify additional dangerous intersections as well as the removal of some areas that have seen a reduction in incidents.

### **Education Compact/Miami Gardens Excellence in Education 501C3**

- Conducted two Board meetings
- Worked with consultant to revise board bylaws and articles

### **Capital Projects**

- Worked with City Hall architects to finalize schematic design
- Worked with Departments to obtain final signoff of space planning details

### **Building and Code Compliance**

- Worked with staff on Special Events Ordinance
- Worked with Staff on Towing Ordinance
- Analyzed the feasibility and options for the structure of an Unsafe Structures Board as a result of new County Legislation
- Researched automation of false alarm program

### **Police Department**

- Worked with staff on Telestaff implementation

### **Miscellaneous**

- Worked on UNIFI documents for the addition of another 457 in the City
- CRA White Paper
- 2011 Federal and State Legislative Programs
- 2012 Budget Preparation
- 2012 Jazz in the Gardens Production Proposals

## **LEGISLATION PREPARED (NON LEGAL)**

- Towing Ordinance Revisions
- Special Event Ordinance
- Alarm Registration Ordinance Revisions

## **EXTERNAL MEETINGS**

- UASI Meeting
- MGEEC 501 c 3
- County CITT Meeting

## POLICE DEPARTMENT (Matt Boyd, Chief)

### Police Department Staff

### Police Department Staff

TOTAL BUDGETED POSITIONS: 258

TOTAL HIRED TO DATE: 251

- 1 Chief
- 1 Deputy Chief
- 3 Majors
- 9 Captains
- 28 Sergeants
- 154 Police Officers (5 vacant position)
- 10 Community Service Aides (1 vacant position)
- 16 Telecommunications Operators
- 2 Telecommunications Supervisors
- 1 Telecommunications Manager
- 1 Records Supervisor
- 4 Records Clerks
- 1 Executive Secretary
- 6 Administrative Assistants
- 2 Property Control Officers
- 1 Facilities Manager
- 1 Custodian
- 1 Court Liaison/Off Duty
- 1 Crime Analysts (1 vacant position)
- 1 Administrative Analyst
- 1 Investigative Assistant
- 1 Crime Scene Supervisor
- 5 Crime Scene Technicians

**The monthly activity for the Operations Division for the month of February 2011 is as follows:**

### ARRESTS:

- FELONY 63
- MISDEMEANOR 191
- TRAFFIC 307
- DUI 03
- WARRANT 43

**TOTAL ARREST 607**

### CITATIONS:

- MOVING 605
- NON-MOVING 823

• PARKING	217
<b>TOTAL</b>	<b>1645</b>
<b>FIELD INTERVIEW CARDS</b>	<b>1269</b>
<b>TOTAL CALLS RESPONDED TO</b>	<b>6079</b>
<b>REPORTS WRITTEN</b>	<b>1540</b>
<b>TRAFFIC CRASHES</b>	<b>249</b>

The monthly activity for the Support Services Division for the month of February 2011 is as follows:

**Property and Evidence, Number of property items processed:**

<u>234</u>	- Property Receipts Processed
<u>10</u>	- Property Receipts Rejected
<u>08</u>	- Property Released
<u>38</u>	- Property out to Lab
<u>0</u>	- Property to be Disposed
<u>07</u>	- Lab Runs to MDPD
<u>2183</u>	- Cash Impounded
<u>21</u>	- Firearms Impounded *not counting CSI direct delivered to lab.

**Number of reports processed and number of requests made at window for records:**

Reports Processed 1759 / Walkup Requests at Window 962 / Mail Logged In 477 / Fingerprints 20 / Background Checks 59 / Amount Collected At the Window \$196,641.53.

**Number of calls received by dispatch:**

CAD Calls = 11,245 / Phone Calls = 9,050 / FCIC Entries = 222

Training hours = 9 hours – (2 people on 1/8 and 4 on 1/6 for Ethics Training...class is 1.5 hours)

Overtime Hours = 323 total; 111 hours (January 1-7) 120 (January 8-21) 92 (January 22-31).

**Court Liaison and Off-Duty**

228 Subpoenas processed  
332 Off duty assignments processed

The monthly activity for the Investigations Division for the month of February 2011 is as follows:

**Arrests – Total: 167**

Felonies –	27
Misdemeanor –	73
Truants Returned-	0
U.S. Currency Seized –	\$1,994.00
Vehicles Recovered –	22
Vehicles Recovered Value-	\$277,000.00
Vehicles Processed-	1
Property Recovered Value-	\$2,300.00
Firearms Seized –	12
Search Warrants	2

**Total Cases Assigned** 299      **Closed** 152      **Rate** 49%

**Scenes Processed by Crime Scene Investigations Unit - 110**

**Capital Improvement Projects (Brandon DeCaro)**

**Administration Items:**

- V. Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds into appropriate active project. Letter requesting GOB transfer was sent by the City Manager. County requested additional information and a revised letters have been issued. City staff issued another letter directing the County regarding requested value for each of the new GOB Contracts. City & County staff met on 9/15/10 to resolve issues for the new contracts. **The new GOB contracts for the selected parks projects are still pending.**
- V Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds for the FF&E for the MG Community Center. Additional information was submitted to the County on 4/13/10. County distributed proposed contract to City with some unacceptable terms. Meeting with Commissioner Jordan was held on 5/25/10 to resolve contract issues. New GOB contract was approved by the City Council during the June 23<sup>rd</sup> meeting. The new GOB contract has been executed by the City and County. The 1<sup>st</sup> reimbursement payment for the Community Center FF&E was received in August, 2010. The 2<sup>nd</sup> reimbursement package was delivered to County staff on 10/05/10. The City has received the payment for the 2<sup>nd</sup> reimbursement package. **The third FF&E reimbursement package is being prepared.**

**Art in Public Places (AIPP): Planning & Design Phase – Christina Goetzman**

- Miami-Dade County AIPP Staff has submitted proposal for assisting the City in the implementation of AIPP at Miami Gardens Community Center. Meeting with staff to discuss terms of proposal took place on 11/23/09. Revised proposal submitted

by County on 11/30/09. An agenda item was approved by the City Council at the meeting on 01/13/10.

- Item was approved by the City Council during the 01/13/10 Council Meeting. Acceptance Letter mailed to Miami-Dade County AIPP on 05/03/10.
- Kick-off meeting with Miami-Dade County AIPP staff for AIPP implementation at Betty T. Ferguson Community Center took place on 05/27/10. Site visit with artists conducted on 7/07/10.
- AIPP applications for Miami Gardens Community Center Phase I were submitted to Miami-Dade County on 7/23/10. City Staff attended the initial PAC meeting on 09/17/10, where five artists were shortlisted to develop proposals for the Public Art. The Artists' Project Orientation Meeting took place at the site on 09/28/10. The second PAC meeting took place on 11/18/10, where a final artist was selected to be presented before Council for approval. Resolution #2011-13-1406 was passed during the 01/26/11 Council Meeting. **The AIPP Professional Artist Services Agreement was executed on 03/14/11.**
- Discussions with the Department of Parks and Recreation have taken place pertaining to Public Art to be implemented at Miami Gardens Community Center Phase II – Amphitheatre, and Miami Carol City Park Recreation Building. It is preferred that a mosaic is implemented on the face of the stage platform at the Amphitheatre, and a mural be implemented in the breezeway of the Miami Carol City Park Recreation Building.
- The AIPP budget for the Amphitheatre is \$15,000.00. The AIPP budget for the Miami Carol City Park Recreation Building is \$15,058.85. The schedules and Call-to-Artist's for these particular projects have been finalized. The dates for the extension of the Call to Artists for both projects are currently under discussion.
- The proposed AIPP Ordinance was adopted during the City Council Meeting on 09/08/10.
- While the review of an Art in Public Places Advisory Committee is a requirement of the proposed AIPP Ordinance, due to time constraints and the inability to form said committee within the necessary time frame a resolution was passed during the 09/22/10 Council Meeting allowing the waiver of said review of AIPP to be implemented at Miami Gardens Community Center Phase II – Amphitheatre and Miami Carol City Park Recreation Building.
- **The Licensing Agreement for the CAFÉ System for the extension of “Calls for Artists” was executed on 03/14/11.**
- **The Miami Carol City Park Recreation Building AIPP mural project is now moving forward. The “Call for Artists” will be extended once the CAFÉ System software is available for use.**
- **The Betty T. Ferguson Recreational Complex Phase II – Amphitheatre AIPP mosaic project is now moving forward. The “Call for Artists” will be extended once the CAFÉ System software is available for use.**

## **CAPITAL IMPROVEMENT PROJECTS:**

### **New City Hall & PD Building: Design Phase 25% – Jimmie Allen & Brandan DeCaro**

- Preliminary Program and cost estimate reviewed by CIP Director and City Manager.

- Review of Space Allocation & Building Program occurred 09/14/09, 09/15/09 & 9/16/09.
- Miami Garden's staff met with the Developer, Contractor and Architect on 8/13/09 to discuss the program for the proposed Town Center Project. The project will include the New City Hall, Police Department Building and Parking Garage.
- All staff comments received & incorporated into building program. The revised program was provided to the developer on 09/24/09. Coordination Meetings with Developers Team on 10/09/09 & 10/15/09.
- The building programs were review, & revised with the City Manager, Deputy & Assistant Managers.
- City Council Workshop held on 11/18/09 for proposed City Hall and new Police Building.
- Workshop held on 3/02/10 to study the city planning for the project.
- City Planning Concept presentation was given during the 4/14/10 City Council Meeting.
- City Council approved preparation of RFP for construction of City Hall and development of City Center during 4/28/10 meeting.
- Staff working on the assemblage of documentation to establish a desk top draft of the RFP based on discussions with City Staff.
- The final Criteria Documents were assembled. Several City Departments were consulted to provide standards criteria into the document.
- The Criteria for the RFP was completed by J. Allen and delivered to the City Manager on 6/18/10. There was one response for the RFP which is being reviewed by the City Manager.
- The A/E Professional Services proposal was approved during the 7/28/10 Council Meeting.
- City Staff met all day with the A/E firm, URS Corporation from 8/15/10 to 8/18/10 to validate the preliminary Program & special requirements for the City Hall, PD Building & Garage.
- City staff had several meetings with the A/E on 9/13/10 & 9/14/10 to develop parking needs & special relationships for the New City Hall & PD Building.
- URS completed the survey for the existing furniture at City Hall & the PD Building.
- The City Council approved the developer's proposal during the Council Meeting on 12/01/10. The Developers pre-construction services contract was signed December 2010.
- The Architect's preliminary Schematic Design is being revised to include City staff comments and cost reduction ideas. The Schematic Design drawings, that were due on 2/04/11, were submitted late by the A/E and rejected by City staff.
- **The Schematic Design was resubmitted on 2/25/11 and reviewed by all City Department Directors. Comments were distributed to the A/E to make revisions to all floor plans.**
- The preliminary Construction Estimate has been performed by the Development Team. The estimate revealed that the preliminary schematic design was over budget.
- **The development Team is performing the final Schematic Design estimate based on the 2/25/11 submittal from the A/E.**

## **Police Building Major Interiors Construction: Close-out Phase – Jimmie Allen**

- The Building Department has not issued the Final Certificate of Occupancy (CO) for all of the work under Miami Skylines Contract. Miami Skylines was advised during the meeting of 11/9/10 to re-initiate the process so that the CMG Building Department can begin to process the CO.
- **Plumbing and Electrical “As Built” drawings are pending the completion by the Architect of Record, BEA Architects. The final CO is pending the “As Built” drawings.**
- Miami Skyline Construction met with staff on 11/09/10 and discussed the final close out and settlement of the project costs and issues. Staff is awaiting Miami Skyline’s response to the staff proposed settlement offer. **Staff made contact and will meet with the principals to finalize issues related to closure. Staff is prepared to formally offer to Miami Skyline a resolution in the City’s favor to close the project. The GC’s response to the City has been seriously delayed.**

## **Fueling Facility & Storm Drainage: Construction Document Phase 85% – Jimmie Allen**

- WASD and DERM review for original scope completed June 2009.
- A/E responded to the three environmental concerns from DERM. Portion of new storm drainage system will have to be re-designed as a result of DERM review.
- A/E has provided fee proposals for revising the scope of the work for storm drainage.
- The Report of the testing submitted to DERM was responded to 1/20/10. Two letters were forwarded reflecting the status of the review with conditions. The City will be required to issue to DERM within 60 days a mitigation plan along with additional testing specified in their letters dated June 19, 2009 and January 11, 2010. DERM has briefly indicated that the drainage portion of the project can run concurrently with the required clean up of the contaminated soil on site.
- City Staff prepared a letter for the City Manager, which was sent to DERM on 3/05/10. The City would prefer to conduct the additional testing required by DERM before proceeding with the removal of the contaminated soil. DERM accepted the response from the City on 3/09/10.
- Purchase Order was issued and the sampling conducted the week of 4/15/10.
- On 4/16/10, URS the consultant provided preliminary findings for staff review resulting from the recent testing performed. Additional sampling will be taken due to the negative test results and this will require a time extension from DERM.
- The Environmental Assessment Report Addendum was prepared for the additional contaminant assessment required by DERM. The Addendum was submitted to DERM on 5/11/10.
- The City received the DERM response for the recent submittal related to the environmental testing conducted in May, 2010. DERM has requested more additional testing of the soil & ground water. The additional testing was completed the week of 8/30/10.
- Supplemental additional testing and sampling was required by DERM and was completed during the week of 8/30/10. The final results have been completed and the report was submitted to DERM on 10/14/10. DERM provided a response for the last submittal on 12/10/10.

- Meeting with DERM was held on 1/26/11 to address issues with the mitigation requirements for ground water contamination & Pesticide contamination source removal.
- The result of the meeting was that DERM identified that the letter was inaccurately stated and a new letter will be furnished to clarify the DERM requirements. The City was granted a time extension to provide a response along with a proposed action plan for the mitigation design and source removal operations.
- **Several additional test samplings were discussed and will be clarified in the revised letter from DERM. The request will be for the City's consultant to establish the outer limits of the potential migration of the contamination plume.**
- **After the testing and presentation of the results, DERM rendered a determination on the acceptability of the Engineer's Design and Mitigation Controls Plan.**
- **DERMS most recent response to the City has additional tests requested. Staff will recommend to management the best course of action to take in responding to DERM's recent review.**
- URS submitted spreadsheet with all costs associated for the project so the City can decide how to move forward with the various aspects of the project. **The City will defer the redesign for the Fueling Facility until the issues with the contaminated soil removal have been resolved.**

**Miami Gardens Community Center (MGCC): Warranty Period ended January 22, 2011 – J. Allen**

- The Building Department issued the Temporary Certificate of Occupancy (TCO) on 8/02/10. TCO extension request is required to further deal with Miami Dade County and FPL issues that are delaying completion of the review of all documents needed to be presented to the Plat Committee prior to Recordation. Additional documentation will be required that were not clarified in prior communications with Miami Dade County.
- The Final CO will be issued once Miami-Dade County records the final Plat for the property.
- **Final Plat documents were submitted to Miami Dade County on 9/16/10 with amendments on 10/16/10. Recent items identified by the County are currently being addressed to finalize the Plat package. The anticipated date for the Plat recordation will be June 2011. Currently additional work is being performed in preparation of the final submittals to the Public Works Plat Section to close the application package.**
- Staff has completed the one-year warranty inspection to identify any remaining warranty issues. Staff and the A/E are also inspecting the roof for any defects. Staff transmitted the Warranty Check List for the facility to the contractor on 1/24/11.
- **Warranty related issues are being addressed regarding paint failure in the facility and various item identified in the 1/24/11 check list.**
- **A final roof report is being reviewed for determination and recommendation of further action against the Contractor and the Manufacturer for defects in the installation.**

- Bleachers and Press Box Contractor received the “Notice to Proceed” on 10/26/09.
- Building Permit was issued on 5/24/10.
- The bleacher contractor has completed all of the Punch List items.
- The Bleacher contractor requested a Time Extension Change Order, which was approved by Council during the 10/13/10 City Council Meeting. The contractor did not achieve Substantial Completion as scheduled on 9/13/10.
- The Bleacher project was determined substantially complete on 9/29/10. The manufacturer & the contractor agreed to replace all of the plastic seat covers with a thicker material since this installation is problematic.
- The Bleacher replacement seat covers were installed by the Contractor during the week of 1/21/11 and the City has accepted the installation.
- The Press Box & Lift final structural inspection was completed 12/7/10.
- The final electrical inspection occurred 12/7/10.
- The final Fire Department inspection was approved 12/9/10.
- CO for the bleacher Installation Occurred 12/21/10.
- **The Bleacher project is in the close-out phase. Currently addressing final payments and possible Liquidated Damages.**
- Bids for installing metal security fencing and grilles for the facility were advertised in January.
- **No Bids were received for the metal work on 2/17/11. Staff is currently pursuing a re-bid opportunity.**
- The FF&E List was developed and the 3,000,000 for the FF&E funding was submitted to the County in December 2010. The contract with the County GOB Office for the FF&E funding was executed by the City and the County in July 2010. The 1<sup>st</sup> reimbursement payment for the Community Center FF&E was received in August 2010. The 2<sup>nd</sup> reimbursement package was delivered to the County staff on 10/05/10 and the City has received the payment. **The third FF&E reimbursement package is being prepared.**

**Miami Gardens Community Center Amphitheatre: Construction 63% – Jimmie Allen**

- Proposal for MGCC Amphitheatre project submitted for Safe Neighborhood Parks (SNP) Grant in July. Project recommended for grant funding by SNP Oversight Committee on 8/18/09.
- City Council approved required project matching funds at meeting on 10/14/09.
- Negotiation with MGCC A/E for design of Amphitheatre was completed 11/10/09.
- The A/E contract for the Amphitheatre was approved during the 12/09/09 City Council Meeting.
- The Notice to Proceed for the A/E was issued on 2/08/10. The A/E 100% Construction Document submittal was made 5/7/10.
- The Construction Doc’s were submitted to County agencies for review on 5/10/10. The Construction Doc’s were submitted to the Miami Gardens Building Department on 5/12/10.
- Miami Dade County Fire Department approval 7/15/10.
- CMG Building Department approval was received on 8/12/10.

- The bid advertisement was distributed 6/22/10. Eight bids were received & opened on 8/06/10.
- The staff recommendation was approved during the 9/08/10 City Council Meeting.
- The preconstruction meeting was conducted on 9/14/10. The “Notice to Proceed” was issued to the contractor on 9/27/10.
- Site work commenced on 9/28/10. Fill was imported and the establishment of the work platform was stabilized and configured.
- The building footers were completed and poured 11/11/10.
- Plumbing underground was completed 12/19/10.
- CMU walls installed and tie beams and main beams were completed on 12/17/10.
- Site Sidewalks were partially installed on 1/12/11.
- **Roof framing was installed along with the steel decking. Wood deck installed and awaiting final roofing finish.**
- **Final site grading for the berm was planned to begin the week of 1/10/11. Final Grading started on 2/4/2011 and is yet to be completed.**
- **Remedial work is required and under way to correct various installed components of the facility not conforming to the construction documents.**
- **Stone seating area is being installed along with lighting, the containment walls and drainage.**
- **Project is not on schedule to be substantially completed by 3/12/11. The Contractor’s progress is impacting the substantial completion date by an estimated 47 days to 4/29/11.**
- **The weekly construction progress meetings will began to track and manage the project progress to meet the City’s Completion schedule.**

**Miami Gardens Community Center Phase III: Planning Phase 50% complete – Brandan DeCaro**

- Staff has developed the budget and schedule for all of the remaining components for the Betty T. Ferguson Recreation Center.
- The components that are being proposed for the Phase III scope include a natural turf football field with sports lighting, completion of the site landscaping & irrigation system, completion of the site sidewalks to become a Vita Course with 8 exercise stations, playground with shade structure, perimeter fence & gates and additional parking.
- **The City is awaiting the GOB Contracts so that the project will be fully funded.**

**Rolling Oaks Park: Design Phase 60% completed – Brandan DeCaro**

- Phase I Improvements include: Installation of 2 athletic fields, new entrance and turn-around, new parking and overflow parking lots, fencing, and concession/restroom facility.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc’s.
- Revised CDs submitted to CIP staff for review 4/15/09.
- DERM - Tree removal permit approved.
- Miami-Dade County Fire - Plans approved for permitting.
- Department of Health - Plans approved for permitting.

- MDWASD & North Miami Beach sewer connection pending final approval.
- Sewer pipe up-grade requested by DERM. Survey information & pipe as-built's provided to DERM so that pipe up-grade will not be required. DERM approval received in June, 2009.
- Miami Gardens Building Department submittal pending.
- Negotiating Additional Service with A/E for completion of Construction Documents.
- Terminated A/E during 11/10/09 Council Meeting.
- Negotiated conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**
- **Purchase of additional land for the new main entrance from Miami Gardens Drive is in progress.**
- **City staff has requested the remaining GOB contracts so that the project will be funded.**

### **Bunche Park & Pool: Design Phase 80% completed – Brandan DeCaro**

- Phase I Improvements include: Construction of entire pool parcel including pool house, parking paving/stripping/drainage, lighting, fencing, landscaping, and signage.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised Construction Doc's submitted to CIP staff for review 4/15/09.
- County Fire - Plans approved for permitting.
- WASD – Water & Sewer connection reviewed and approved.
- DERM - Review for Water & Sewer completed. Surface water permit approved. Payment for all DERM Permit Fees completed 7/14/09.
- Construction Doc's were submitted to Miami Gardens Building Department on 7/30/09. Building Department and Public Works comments received. A/E response to the comments is pending.
- A/E terminated during 11/10/09 Council Meeting.
- Negotiations conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**
- **The project will move forward once all necessary funding has been secured.**
- **City staff has requested the remaining GOB contracts.**

### **North Dade Optimist Park: Design 100% completed, Bid Phase 95% – Anthony Smith**

- Phase I Improvements include: Construction of new 3,000 sq. ft. building including six restrooms, small concession/kitchenette, and storage rooms; paved parking lot with 114 spaces including drainage, irrigation and landscaping, football field & sports lighting relocation and minor landscaping; and construction of a sewer lift station.
- Lift Station - Received approval by MDWASD and DERM.
- Construction Doc's for the Recreation Building & Lift Station submitted to the CMG Building Department for review on 5/27/09.
- Plans resubmitted to the MG Building Department for 2<sup>nd</sup> review on 9/01/09.

- A/E started work for additional services to add a new fence around the property, gates at entrances, irrigation system and building elevations.
- Construction Doc's re-submitted to the MG Building Department for 3<sup>rd</sup> Review on 11/03/09. Re-submittal included all additional service work.
- The Construction Documents for the Recreation Building and site was approved by the MG Building Department on 11/10/09.
- The Construction Documents for Lift Station approved by the MG Building Dept on 12/29/09.
- The Construction Documents for the Recreation Building were denied approval by the MG Public Works on 1/06/10. The Construction Documents were re-submitted to the MG Building Department to address MG Public Works Department comments on 02/10/10.
- The Construction Documents for the Recreation Building were approved by the MG Public Works on 2/23/10.
- The A/E submitted final additional services proposal to revise the construction documents to include security system, fire alarm and phasing of construction on 6/30/10.
- The new ordinance letter, for water connection, was approved by Miami-Dade WASH on 6/29/10. (The original letter expired on 5/7/10.)
- Revised plans, with Fire Alarm and Security System, submitted to Miami-Dade Fire Dept. for concurrent review on 7/28/10. Miami-Dade Fire approved the revised plans on 8/9/10.
- The project was advertised for bids on 9/20/10.
- The bid opening was held on 11/03/10.
- **The city's recommendation of award for the low bid contractor is anticipated to be presented during one of the City Council meeting in early 2011.**
- **Once the bid has been approved by the City Council the construction can begin.**
- **The contractor has agreed to hold his bid price until 4/30/11 while the City awaits the GOB contract from the County for the project.**
- **The issuance of the General Obligations Bond (GOB) was approved by the Board of County Commissioners on 3/1/11. Awaiting approval of the GOB contract from Miami-Dade County.**

**Norwood Park & Pool - Pool Building Renovation: Close-out 100% — Anthony Smith**

- Repair work for Pool Building was temporarily on hold until scope for pool piping replacement could be determined.
- Change request and proposal for additional work was approved 5/4/09. Repair work for the Pool Building commenced 5/14/09. Painting completed 6/05/09.
- Punch List Inspection on 09/15/09; re-inspected on 10/15/09. Punch List complete 12/10/09.
- Building Department approved final inspection for door replacement on 12/10/09.
- All Pool House work has been completed.
- **The reimbursement from the Grant Agency (SNP) is pending.**

## **Norwood Park & Pool - Pipe Replacement Project: Construction 100% complete**

**– A. Smith**

- Design Kick-off Meeting for Piping Replacement Project on 6/18/09.
- Final Construction Doc's completed and submitted to CIP staff on 7/31/09.
- Construction Doc's submitted to MDWASD, MD Fire, DERM & Miami Gardens Building Department for review on 7/31/09. MD Fire and DERM approval received in August 2009.
- Construction Doc's submitted to Health Department on 8/13/09.
- Resubmitted to MG Building Department on 09/10/09, 9/24/09 & 10/08/09.
- Plans were approved by the Health Department on 11/09/09.
- The revised plans with Health Department approval were re-submitted to the MG Building Department on 11/12/09. Plans were approved by the MG Building Department on 11/17/09.
- Project advertised for Bidding on 11/9/09. Bids were opened on 12/10/09.
- City Council approved and awarded construction contract on 1/13/10.
- Pre-Construction/Kick-off meeting was held on 1/21/10.
- The Construction renovation and pool piping replacement construction commenced on 1/28/10.
- The installation of the domestic plumbing & pool piping is completed.
- The revised construction documents for the pool grounding system have been approved by MG Building Department and the work has been completed.
- The existing main drain for the pool was found to be leaking when the pressure test was conducted. The Health Department approval for the new drain detail & pipe replacement was received 4/19/10.
- Revised drawings for the new main drain were approval by the MG Building Dept. on 4/27/10.
- City staff will look at potential areas of concern for electrical deficiencies in the Pool House that will prevent occupancy of the facility. This work shall be done under a separate contract in order for the MG Building Department to finalize all associated permits and issue a Certificate of Completion for the piping replacement, (See Norwood Poolhouse Electrical Modification project).
- The change order for the new work for the main drain was approved by City Council at the Meeting on 6/09/10.
- City staff performed inspections of the construction for the new main drain to determine if project has achieved substantial completion. The project was declared substantially complete on 7/1/10.
- The painting of the new concrete at the bottom of the pool was completed on 8/1/10. The sandblasting & painting of the remaining sections of the pool was completed on 10/1/10.
- The Department of Health approved the final inspection and issued authorization to operate the facility as a public pool on 8/5/10.
- The CMG Building Department approved the final inspection on 8/12/10.
- All domestic and pool piping replacement work is complete.
- The preparatory work and application of the finish product for the concrete decking around the pool commenced on 9/27/10 and was completed on 10/8/10.
- **The reimbursement from the Grant Agency (SNP) is pending.**

## **Norwood Park Poolhouse – Electrical Modifications: Construction 100% – Anthony Smith**

- Negotiated scope & fee with URS for electrical modifications required by CMG Building Dept.
- Construction Documents started 7/05/10 and completed 7/16/10.
- Construction Documents submitted to CMG Building Department for dry-run review 7/19/10.
- Construction Doc's submitted to DERM & Miami-Dade Fire Department for concurrent review 7/21/10. Construction Doc's were approved by DERM & Miami-Dade Fire on 7/27/10.
- Construction Doc's were approved by CMG Building Department on 8/05/10.
- The project was advertised for bids on 9/2/10.
- The Pre-bid site visit was held on 9/20/10. The bids were opened on 9/30/10 with two contractors cost proposals under the project budget.
- The Preconstruction Meeting was held on 10/21/10.
- The contractor commenced the work for the electrical modifications on 11/8/10.
- The work was substantially completed on 11/23/10. The final inspection was approved by the CMG Building Department on 12/3/10.
- **A certificate of completion was issued from the MG Building Department on 3/1/11.**
- **The City has made the final payment to the contractor. The reimbursement from the SNP Grant Agency is pending.**

## **Miami Carol City Park: Construction 100% completed, close-out Phase – Anthony Smith**

- Contractor for new Recreation Building and Site Improvements on hold pending final approval of site utility plans from WASD and DERM.
  - WASD Water & Sewer Agreement to 4/08/09 City Council Meeting. County Attorneys denied minor revision requested by City Attorney. Submittal of Water & Sewer Agreement pending up-dated "Opinion of Title". Revised Water & Sewer Agreement accepted by WASD on 6/04/09.
  - MDWASD, DERM and Miami-Dade Public Works approval received week of 9/07/09.
  - Final submittal to MG Building Department on 9/18/09. Construction Documents approved by Miami Gardens Building Department. Miami Gardens Public Works approval pending.
  - Kick-off meeting held with contractor, Portland Construction. Miami Gardens Building Permit issued 10/15/09 and construction began on 11/02/09.
  - The underground plumbing and electrical were underway December 2009.
  - The property address of the new Recreation Building has been changed by the MG Planning & Zoning and Miami-Dade County's Property Appraisal Departments to reflect accurate location.
- Certified copy of sheets submitted to Miami-Dade as a revision for review on 1/8/10 because the County permit number had expired. Miami Dade-Fire Dept. approved the drawings on 1/12/10.
- Shell of the Recreation Building was completed March, 2010.
  - The installation of the conduit for the security systems is complete.

- The connection to the FPL transformer has been installed. FPL installed the electric meter & the power was turned on 10/14/10.
- The contractor was granted a 5 calendar day time extension due to construction issues beyond their control.
- The project achieved Substantial Completion on 10/21/10.
- Security Guard Service to monitor the Building at night commenced on 10/26/10. Security Guard Services ended on 12/26/10.
- The final punch list was issued to the contractor 11/2/10.
- The contractor completed the punch list & requested Final Inspection on 11/23/10. Final Inspection was performed & approved by A/E and city staff on 11/30/10.
- The A/E and City staff reviewed all close-out and warranty documents. **The contractor has submitted all outstanding close-out and warranty documents to the City. The final release of retainage for the contractor is being processed by the City.**
- Kick-off meeting was held with communications vendor for the installation of the security systems for the intrusion/burglar alarm and security cameras was held on 11/19/10.
- The security system for the intrusion alarm & security cameras was completed on 12/22/10. The intrusion alarm communications between the Recreation Building and the Police Department has been completed.
- The Network connectivity at the Recreation Building was completed on 1/7/11. The Police Department began monitoring camera activity at the Recreation Building on 1/12/11.
- The ribbon cutting ceremony was held on 1/17/11 and City staff has moved into the building.
- **The first reimbursement package was submitted to the County in February 2011 and the payment from the Grant Agency is pending.**

**A.J. King Park Playground Replacement: Construction 100% completed – Anthony Smith**

- V. Nelson and B. DeCaro attended the Safe Neighborhood Parks (SNP) Oversight Committee Meeting on 1/29/10 and received approval for funding for the new playground installation.
- SNP Grant Contract for matching funds was approved by City Council during 5/12/10 Meeting.
- Project planning & scheduled has been coordinated with Parks Department. Cost proposal was presented to City Council for approval during the 6/23/10 meeting.
- City staff conducted the kick-off meeting with the contractor on 7/19/10.
- The contractor submitted the application for the CMG building permit on 7/19/10.
- Contractor started the demolition of the old playground and site preparation on 8/16/10.
- The playground replacement was completed on 10/4/10.
- The ribbon cutting ceremony was held on 10/15/10.
- The City has made the final payment to the contractor. **The reimbursement package was submitted to the County in December 2010 and the SNP reimbursement is pending.**

## **Brentwood Park Sports Lighting Football Field: Design Phase 100%, Bid Phase 100% - J. Allen**

- CIP & Parks Staff met with Electrical Engineer & representatives from Musco Lighting at Park on 4/14/10 to discuss the proposed project. Engineer determined there is enough existing electrical power for Musco light fixtures for football field & future basketball courts.
- CIP staff has developed Master Site Plan to coordinate location of football field, new light poles, future basketball courts and all future components for the Park. Master Site Plan was completed on 5/01/10.
- Musco Lighting has developed design for sports fixtures. Musco provided cost proposal for fabrication of fixtures and electrical design on 5/28/10.
- The Musco cost proposal for the electrical design drawings & the fabrication of the fixtures was presented but not approved by the City Council during the 10/13/10 Council Meeting.
- The Agenda item for the Musco proposal has been revised and it was approved by the City Council during the 10/27/10 meeting.
- The project will be funded by a Community Development Block Grant (CDBG).
- The Lighting Package was received from MUSCO on 11/16/10 for Owner review.
- Owner reviewed completed and approved on 11/16/10.
- Engineering Drawings submitted to CMG Building Department for permit on 12/3/10.
- Engineering Drawings approved by the Building Department on 12/14/10.
- The bid package for the Sports lighting installation was advertised in January 2011.
- **Bids were received on 2/17/11 with the lowest responsive responsible bidder selected.**
- The manufacturer was released to fabricate the sports lighting equipment on 1/28/11.
- The equipment is scheduled to arrive in Miami on 3/21/11.
- **City Staff conducted a Preconstruction Meeting on 3/10/11 with ECS Contracting and the Purchase Order for the work has been issued.**
- **Construction start is planned for 3/21/11.**
- **The project is currently ahead of schedule for a 5/25/11 projected completion.**

## **Brentwood Park Sports Landscape Irrigation Master Plan: Design Phase 100%- Jimmie Allen**

- Planning for site irrigation of the football play field has progressed.
- The Landscape Architectural consultant proposal for irrigation system design has been approved by staff. The staff initiated the Purchase Order for the irrigation design work.
- **The Landscape Architectural consultant has completed the design. The design was reviewed and approved by staff.**
- **Staff will apply for Building Department permits and begin the installation work as soon as the permits are secured.**

## **Brentwood Park Playground Shade Structure: Planning Phase 100% - Jimmie Allen**

- Shade structure for the recently installed playground is being planned for installation during 2011.
- The preparation of the plans for the Shade Structure is underway by the vendor.
- **Staff received the plans and permit applications for review and submittal to the CMG Building Department.**
- **Contractor was required to make modifications prior to submission of plans for permit.**
- **The contractor's submittal for permits is scheduled for 3/14/11.**
- **Installation to begin when permits are secured.**

## **New Senior Center: Planning Phase 40% - Anthony Smith**

- The planning for the renovation of the main building at the Archdiocese site started during in January 2011.
- The Kick-off meeting with A/E was held on 1/19/11.
- Staff requested three proposals for the 40 Year Recertification, Asbestos Survey, and ADA Survey from the A/E. The A/E will also analyze the existing roofing, plumbing and mechanical systems and develop a Master Plan for the facility.
- The A/E submitted the draft proposals on 1/26/11. The final proposals were submitted on 1/28/11. The Purchase Orders for the 3 reports were approved and issued on 1/9/11.
- Work for the 40 Year Recertification, Asbestos Survey & ADA Survey commenced on 2/10/11.
- The A/E performed four site inspections for the various reports the week of 2/14/11.
- The A/E submitted separate draft reports for the 40 year Certification, ADA Survey, Asbestos Survey and Roofing Mechanical on 3/2/11. The Plumbing component was submitted on 3/7/11.
- A meeting was held with the A/E and city staff to review the draft reports on 3/14/11.

## **SCHOOL CROSSING GUARDS (Cherise Asberry)**

### **Meetings Attended:**

- Director's Mtg.-
- Department Mtg. w/ Renee Crichton-
- SCG Employee Staff Mtg – March 10th
- Agenda Review/ Staff Meeting-
- CTST Meeting- Cancelled
- National Center For Missing and Exploited Children- March 10<sup>th</sup>

### **Meetings Scheduled:**

- CTST – April 4<sup>th</sup>

### **Misc:**

- Out of Office – SCG Superintendent (February 17- March 11, 2011)
- LifeSavers Conference 2011- SCG Superintendent will attend March 26- 29, 2011

**Employee Incident Reports:**

- **Total:**

**Terminations: 1 Resignations: 0 New Hires: 0**

**BUILDING AND CODE ENFORCEMENT (SHARON RAGOONAN)**

<b>REVENUES:</b>	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>
<b>Building Permits</b>	\$74,061.93	\$215,157.06	\$88,818.11	\$154,384.67	\$119,934.18
<b>Certificates of Occupancy (CO)</b>	\$1,207.36	\$3,132.54	\$2,282.04	\$1,145.30	\$1,458.50
<b>40 Year Recertification</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$315.00
<b>Overtime Inspection Fees</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Unsafe Structures</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>TOTAL:</b>	<b>\$75,269.29</b>	<b>\$218,289.60</b>	<b>\$91,100.15</b>	<b>\$155,529.97</b>	<b>\$121,707.68</b>
<b>EXPENDITURES:</b>	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>
<b>Salaries &amp; Wages</b>	\$97,882.59	\$145,278.59	\$91,632.42	\$90,325.21	\$90,310.26
<b>Personnel Benefits</b>	\$30,076.19	\$43,383.39	\$24,446.79	\$34,315.55	\$29,130.48
<b>Contract Services</b>	\$72.86	\$3,376.25	\$1,862.60	\$400.00	\$40.00
<i>(Professional Services)</i>					
<b>Operating Expenditures/Expenses</b>	\$519.38	\$3,097.75	\$274.18	\$18.58	\$1,098.85
<i>(Travel &amp; Per Diem; Postage &amp; Freight; Utilities; Rentals &amp; Leases, etc.)</i>					
<b>Operating Expenditures/Expenses</b>	\$2,271.89	\$4,365.06	\$2,482.49	\$275.00	\$3,198.41
<i>(Supplies; Other Operating Expenses; Uniforms; Books; Education &amp; Training, etc.)</i>					
<b>Capital Outlay</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Internal City Expenditures</b>	\$0.00	\$40,049.50	\$40,049.50	\$40,049.50	\$40,049.50
<b>Unsafe Structures Expenditures</b>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,798.06</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$130,822.91</b>	<b>\$239,550.54</b>	<b>\$162,546.04</b>	<b>\$165,383.84</b>	<b>\$163,827.50</b>

Permit Applications Submitted:	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>
<b>Building</b>	182	128	134	153	186
<b>Certificates of Occupancy</b>	8	14	15	5	9
<b>Demolition</b>	6	4	6	2	3
<b>Electrical</b>	69	73	62	74	79
<b>MDC Permit Closure</b>	10	16	7	11	10
<b>Mechanical</b>	31	55	31	33	32
<b>Miscellaneous</b>	65	45	43	58	35
<b>Plumbing</b>	34	49	41	63	36
<b>Public Works</b>	14	19	12	17	11
<b>Recertification</b>	1	0	0	0	4
<b>Zoning</b>	<u>19</u>	<u>36</u>	<u>41</u>	<u>65</u>	<u>81</u>
<b>TOTAL:</b>	<b>439</b>	<b>439</b>	<b>392</b>	<b>481</b>	<b>486</b>

Permits Issued:	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>
<b>Building</b>	124	157	134	133	149
<b>Certificates of Occupancy</b>	8	12	17	4	10
<b>Demolition</b>	8	6	7	1	2
<b>Electrical</b>	64	72	72	57	86
<b>MDC Permit Closure</b>	10	12	7	6	3
<b>Mechanical</b>	41	49	45	30	29
<b>Miscellaneous</b>	41	22	29	25	26
<b>Plumbing</b>	43	59	32	74	32
<b>Public Works</b>	15	10	12	16	11
<b>Recertification</b>	2	1	0	1	1
<b>Zoning</b>	<u>20</u>	<u>22</u>	<u>24</u>	<u>28</u>	<u>55</u>
<b>TOTAL:</b>	<b>376</b>	<b>422</b>	<b>379</b>	<b>375</b>	<b>404</b>

Plan Reviews Performed:	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>
<b>City Staff</b>					
<b>Building</b>	204	202	177	172	177
<b>Electrical</b>	119	135	104	113	141
<b>Mechanical</b>	48	86	47	53	70
<b>Plumbing</b>	89	84	93	100	90
<b>Structural</b>	68	76	78	82	101
<b>Professional Services</b>					
<b>Building</b>	0	0	0	0	0
<b>Electrical</b>	0	0	1	0	0

<b>Mechanical</b>	0	0	0	0	0
<b>Plumbing</b>	0	0	0	0	0
<b>Structural</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>528</b>	<b>583</b>	<b>500</b>	<b>520</b>	<b>579</b>

	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>
<b>Inspections Performed</b>					
<b>City Staff</b>					
<b>Building</b>	544	550	411	490	453
<b>Electrical</b>	235	220	180	158	168
<b>Mechanical</b>	81	106	100	49	63
<b>Plumbing</b>	220	199	209	221	206
<b>Professional Services</b>					
<b>Building</b>	0	0	0	0	0
<b>Electrical</b>	72	20	45	0	10
<b>Mechanical</b>	0	0	0	0	0
<b>Plumbing</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>1,152</b>	<b>1,095</b>	<b>945</b>	<b>918</b>	<b>900</b>

	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>
<b>UNSAFE STRUCTURE CASES</b>					
<b>Issued</b>	3	2	2	2	1
<b>Board Hearing</b>	0	3	0	1	0
<b>Demolished</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>3</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>1</b>

**CENSUS BUREAU MONTHLY REPORT:**

	<u>10/15 to 11/14</u>	<u>11/15 to 12/14</u>	<u>12/15 to 01/14</u>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>
<b>NEW CONSTRUCTION</b>					
<b>Commercial Permits</b>	0	0	0	0	0
<b>Total - Construction Value</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Residential Permits</b>	0	0	1	0	0
<b>Total - Construction Value</b>	\$0.00	\$0.00	\$90,605.00	\$0.00	\$0.00

**MAJOR PROJECTS:**

1. Solabella submitted plans for 13 townhouse buildings, totaling 92 units.
2. Amphitheater inspections are on-going.
3. JPM foundation permit plans under review.
4. Online view of permit information and payment of fees in process.

**CODE ENFORCEMENT (Roderick Potter)**

- Conducted a site visit in Vista Verde to identify a location for the T.R.I.P. 2011 day of community service.

- Attended the LDR/Zoning Code Stakeholders meeting.
- Code attended the Rolling Oaks and Scott Lake Neighborhood Crime Watch meetings.
- Code Management staff attended the Nuisance Abatement Board hearing.
- Attended a site visit to the City of Hallandale Beach to view a demonstration of the Conduit Net Assets program.
- Code concluded the sign sweep project for master sign plans and illegal window signage.
- Started the Vending Machine Registration project sweep.
- Conducted the monthly management field zone review.
- Conducted weekly code compliance management meeting.
- Conducted the monthly Housing Division meeting.
- Conducted monthly general staff meeting and weekly management staff meeting.

## PERSONNEL

### Staff Development:

- The License and Housing Manager attended the Florida Association of Code Enforcement Level III training class and took the test.
- All CEO's attended the Gold Coast Association of Code Enforcement (GCACE) network and training.

<b><u>CODE Stats:</u></b>	<b><u>Nov 10</u></b>	<b><u>Dec 10</u></b>	<b><u>Jan 11</u></b>	<b><u>Feb 11</u></b>
Business Tax Receipt	39	116	152	58
Inspections				
Certificate of Use	39	42	78	58
Inspections				
Landlord Permit	21	11	9	5
Inspections				
Warning Notices	128	197	325	332
Issued				
Civil Violation Notices	68	59	53	72
Issued				
Re-Inspections	258	224	199	204
Special Master	20	20	15	12
Hearings				
Massey Hearings	8	17	48	17
Lien Reduction	21	10	11	8
Amnesty Request				
Hearings				
Extension Requests	20	11	30	72
Complaints Received	126	89	104	136
Proactive Cases	63	147	282	325
Cases Closed Within	86	66	67	69
30 Days				
Cases Closed Within	0	5	3	0
60 Days				
Cases Closed Within	2	0	0	4
90 Days				
Special Operations-	5	2	4	5
Code				
Special Events	16	2	2	2
Illegal Signs	764	439	585	584
Removed				
Phone Calls	158	151	152	232
Received by CEOs				
Parking Tickets	6	9	5	12
Issued				
Lien Searches	148	118	172	203
Joint Operations-	0	0	2	8
MGPD				
PD Requests for CE	4	9	12	21
Abandoned Vehicles	12	9	12	14
- Tagged				
Abandoned Vehicles	4	0	3	1
- Towed				

<u>Licensing Stats</u>	<u>Nov 10</u>	<u>Dec 10</u>	<u>Jan 11</u>	<u>Feb 11</u>
New Business Tax Receipts	34	43	38	59
New Certificates of Use	25	28	37	48
New Alarm Permit Accounts	31	45	46	41
New Landlord Permit Accounts	7	2	37	7
Business Tax Receipts Issued	227	119	167	126
Certificates of Use Issued	192	107	161	95
Alarm Permits Issued	6016	45	147	84
Landlord Permits Issued	14	14	5	3

<u>Housing Stats</u>	<u>Nov 10</u>	<u>Dec 10</u>	<u>Jan 11</u>	<u>Feb 11</u>
Re-occupancy	84	71	72	
Inspections	84			78
Re-occupancy Applications	58	64	75	64
Re-occupancy Certificates issued	0	47	54	54
Administrative Foreclosure Inspections		6	2	7

**Note: All totals are from beginning to end of month.**

**ASSISTANT CITY MANAGER (Vernita Nelson)**

- Media & Events Division – Finalized production, sponsorship, and all contracts associated with 2011 Jazz in the Gardens music festival and its ancillary events (Women’s Impact Luncheon, Celebrity Golf Tournament, Press Conference and Soiree); Working with City Manager and North Star on development of CMG Branding concept
- Capital Improvement Projects Department – Preparation of several agenda items; Leading efforts, with the assistance of Commissioner Barbara Jordan, to navigate through the County’s Building Better Communities Bond process to secure contracts; Received 85% of Safe Neighborhood Parks funds for work completed at several parks; Began 40-year safety inspection process on the larger building at the old Archdiocese Property that will serve a the future senior center.
- Public Works Department – Preparation of several agenda items
- Weekly Department/Division Meetings

- City Manager's Office –On-going meetings with consultants related to future City Hall project; fulfilled public records requests; kicked off FY12 budget process

#### Additional Meetings:

- 2/15 – Hosted a Tour of City Hall with Miami -Dade County Public Schools Project Victory Program
- 2/16 – LDR / Zoning Code Meeting with Stakeholders
- 2/23 – CMG Council Meeting
- 2/25– FCCMA District V Training / Parks Black History Month Showcase
- 2/28 – CMG Employee's Heritage Luncheon
- 3/1 – Miami Dade County Board of County Commissioner Meeting
- 3/8 – Youth Violence Prevention Coalition Executive Board Meeting
- 3/9 – CMG Council Meeting

#### **COMMUNITY OUTREACH (Lillie Q. Odom)**

- Coordinating several projects with the Elderly Affairs and Commission for Women Advisory Committees: They are: Getting to know the Commission; Rose Garden Ceremony, Intergenerational Fashion Show.
- Continuing to collect and organize articles, artifacts, signs and stories in reference to the history of the city. Jay Marder and I have met with advisors/Counselors in an attempt to acquire guidance for the Historical initiative.
- Coordinated the Home visitation and inspection of an Elderly Couple with Switchboard of Miami, COMG Community Development Department, and Solution Specialists, Inc. to assist the family with handicap supplies and home repairs.

#### **Community and Committee Meetings attended**

- March 4, 2011-Attended a Workshop at Miami Jewish Center in reference to the readiness of Baby Boomers. Aging well in your environment.
- March 11, 2011 Visited three elderly citizens homes with Alliance for aging counselor for assistance and advise, from other agencies.
- March 16, 2011 – Attended the Elderly Affairs and Commission for Women Meetings held in the City Hall Conference room.

#### **MEDIA AND SPECIAL EVENTS Coordinator (Ula Zucker)**

- Completed the March 2011 issue of the Community Newspaper. It has been distributed throughout the community and in various locations throughout the City. Visit [www.communitynewspapers.com](http://www.communitynewspapers.com) for an online version. We are currently working o the April 2011 issue.

- Jazz in the Gardens is a few days away. Thus far we have sold 32, 513 tickets and our box office revenue is \$1,418, 544.50. The line-up on Saturday, March 19, 2011 will feature Ms. Lauryn Hill, Charlie Wilson, Al Jarreau, and Heads of State (Bobby Brown, Johnny Gil and Ralph Tresvant, all formerly of New Edition). The Sunday, March 20, 2011, line up will feature, Branford Marsalis and the Isley Brothers. Joining the star-studded cast, and adding his unique and internationally renowned mixing skills, is Miami's own bright star, D.J. Irie, the official DJ for The Miami Heat and now "Jazz in the Gardens".
- Tickets will be on sale at the venue during both show dates.
- For more event information visit [www.jazzinthegardens.com](http://www.jazzinthegardens.com), Ticketmaster locations and Ticketmaster online, and at the Sun Life Stadium Box Office.
- The Women's Impact Luncheon is scheduled to be held at the Westin Diplomat on Friday, March 18<sup>h</sup>. Tickets are on sale for \$30.00. Guest panelist include Steadman Graham, Sandra Yancy and Mary Harvey
- The Celebrity Golf Tournament is schedule at the Westin Diplomat Golf Course on Friday, March 18<sup>th</sup>. Mainly sponsors and celebrities partake in this event, however this year we have opened the event to the general public for a fee.
- The press conference and sponsor soiree are scheduled to take place on the evening of Friday, March 18<sup>th</sup> at the Westin Diplomat. Several artists will be attending the press conference and the after party event. This year the Greater Fort Lauderdale Convention Center and Visitors Bureau (GMCVB) is assisting us with coordinating the pre-party event. They are fully sponsoring the event and in turn the event will be open to the general public for a fee to be collected by the GMCVB to cover production costs for this event. Information regarding this event is forthcoming.
- A souvenir program journal has been completed. The program journal has been delivered to each Councilmember's office. The journal features all the sponsors, artists and provides concert-goers an opportunity to learn more about the City of Miami Gardens and surrounding attractions.
- The Miss Miami Gardens Pageant has been scheduled and will be held on Saturday, April 23' 2011, at the Lou Rawls Performing Arts Center, located on the Florida Memorial University Campus. We are in the recruiting phase and seeking young women to participate in the pageant. The first orientation was held at March 2, 2011. We have 16 young women committed to participating. The second orientation will be held on March 26<sup>th</sup>. The website for the event has been updated and features the new theme for the 2011 event. All the information about the event, photos and forms can be obtained by visiting [www.missmiamigardens.com](http://www.missmiamigardens.com).

- We have also begun planning the Mayor's State of the City Address which will be held on Thursday, May 12, 2011, at the Betty T Ferguson Center at 10:00am. Information about the event will be distributed in the upcoming months.
- We are in the final stages creative development of the Branding Campaign. Once the creative options are delivered to us, they will be presented to Council for approval.
- The Events and Media Department is working with Sharon Ragoonan on the marketing aspect of the Miami Broward Carnival that may potentially be held in Miami Gardens again in October 2011. These preliminary meetings are being held with the intent of moving forward in re-branding the Carnival to "Carnival in the Gardens".
- Tamilla is spearheading the City's participation in the annual Relay for Life activities. Relay for Life will be held in April 2011 at the BTF Recreational Center. Throughout the upcoming months, staff and council will receive updates of ongoing fundraising activities and participation information. Please see Tamilla Mullings in regards to participating or making donations for this cause.
- Our public relations efforts are ongoing. Please visit or contact the Events and Media Division for press clippings, pictures. We are also placing advertisement and purchasing media for the various departments.

## **PURCHASING (Pam Thompson)**

1. Prepared and issued seven bid/RFP:
  - Caribbean Shops Facade
  - Miami Gardens Sound Wall Enhancements
  - Landscape Services – City Parks
  - Park Concession Management Services
  - Annual Contract – Lot Clearing/Mowing Services
  - Annual Contract – Tree purchase/planting Services
  - Annual Contract – Special Events Equipment Rental
2. Prepared and issued fight Quotations:
  - AC Replacement
  - CMGYSP Registration Forms
  - Solenoid Locations – A.J. King Park
  - Fence Installation(s) – Community Development
  - Printing Purchasing Brochures
3. Preparing specifications for the following:
  - Demolition Services – Mt. Hermon Church, 2245 West Bunche Park Dr.
  - Annual Contract for Roofing Contractors
  - Re-Bid Purchase & Delivery Snacks – Parks

Re-Bid Public Safety Uniforms  
 Fire Suppression System – postponed insufficient budget  
 Laser Grading – City Park  
 NW 167<sup>th</sup> St NW 13<sup>th</sup> Ave S.R. 826 Landscape Improvements  
 Home Rehabilitation 16950 NW 40<sup>th</sup> Avenue

4. Issued 125 Purchase Orders
5. Continue to maintain Fixed Assets (ongoing)
6. Continue to order and assist with auditing fuel card program

Purchases \$25,000-\$50,000			
Date	Vendor	Service/Project	Amount
3/3/11	Admarde Solutions	JIG	\$25,000.00
3/4/11	Reservoir Inc.	JIG	\$25,000.00
2/9/11	Universal Attractions	JIG	\$30,000.00
3/4/11	Electrical Contracting	Brentwood Pk Musco Light Installation	\$34,600.00
3/4/11	P Music Group	JIG	\$37,500.00
2/22/11	Ronald Isley Celebration	JIG	\$42,500.00
2/22/11	Ronald Isley Celebration	JIG	\$42,500.00
2/28/11	Chen & Assoc	Stormwater Project NW 191 <sup>st</sup> St	\$44,050.00
2/3/11	Brand Inclusion	JIG	\$46,600.00
2/22/11	LH Productions	JIG	\$60,000.00

7. Continue to train and assist City staff on Eden software
8. Continue entering contracts into Contract Management (ongoing)
9. Continue assisting vendors with on-line vendor registration Bids & Quotes – bid vendors (ongoing)
10. Continue to add current contracts to Procurement Web Page

**FLEET SERVICES (David Motola)**

- **Fleet Management Software Utilization (Ongoing)**
- Repairs are being entered in the data base, and vehicles are being tracked based upon the established preventative maintenance schedule

- Fuel usage is being entered into the database reflecting both economy and total operating cost
- Reports are now available to reflect expenditures by repair category or department
- Units with low utilization are brought to respective management's attention to make sure they are rotated into service.
  
- **Fuel Usage (Ongoing)**
- Monthly reports of fuel usage with concern identification provided to all Department Managers for concurrence.
- Fuel invoices are being maintained electronically, master bill.
- Fuel invoices are reviewed and billing errors are reported to Procurement for investigation and resolution.
- Fleet met with a vendor that offers an electric fan motor cooling package to replace the engine driven one for the Vac Con Sewer machine that could reduce fuel usage by 15%.
  
- **Vehicle Safety / Security** – To improve visibility and security of select application vehicles roof marking numbers were ordered. Tracking devices were added to KMGB vehicles and select P&R units.
  
- **Collision Repair**
- Continue to work closely with vendors, Risk Management, and user department to provide prompt collision repairs within departmental policy and procedures.
- Fleet Service Rep. obtains estimates of crashed vehicles and provides to Risk Manager for review and repair approval.
- During routine vehicle inspections, unreported damage was identified and reported to Risk Management.
  
- **Tire Repair / Road Side Assistance** – An inventory of used / temporary tires have been placed in inventory and used on an as needed basis.
  
- **Warranty Repairs**
- a) Check service repair invoices against vehicle warranty to insure proper billing for services. One invoice was rejected due to warranty coverage.
- b) Rust was identified in the fuel tank for the sweeper, Fleet worked with the supplier to have a new tank supplied free of charge.
  
- **Vehicle Lot Checks/Inspections**
- Fleet Manager performs weekly lot checks, identifying vehicles concerns and notifying department heads when appropriate
- Replaced spot light bulbs and missing hubcaps on Patrol cars.

- A new design spot lamp (LED) with higher candle power was tested in one unit and was well received, additional LED lamps ordered.
- Monthly start up and check City Hall and Parks standby generators
- **PD Hub Caps** - Maintain hubcap inventory for Police vehicles. Additional hub caps procured and placed in inventory.
- **Vendor Inspections** - Regular visits to mechanical and body shop vendors for visual vehicle repair status and updates and drop off and pick up vehicles at various locations.
- **Meetings/Conferences/Events**
  - a) Fleet Admin. attends monthly Committee meetings
  - b) Fleet Admin. attended the Female Crime Prevention Class held at PD on February 18, 2011.
  - c) Fleet staff attended the 6<sup>th</sup> Annual Heritage Festival on February 28, 2011.
  - d) Fleet Manager attended FEMA 400 class on March 1 -2, 2011.
  - e) Fleet Staff attended a Ford Motor Company sponsored parts and service training seminar in Dania Beach on March 8, 2011
  - f) Fleet Staff attended the SF Fleet Managers Monthly Meeting at City of Boca Raton Fleet Facility on March 9, 2011.
- **Other Ongoing Fleet Items**
  - Fleet Administrator schedules car wash, detail appointments and window tinting services for various departments.
  - Responded to multiple service calls for Police, Public Works, Parks Maintenance, Building and Code Enforcement departments, addressing their concerns.
  - Fleet Administrator routinely contacts vendors for monthly accounting statements to research and reduce invoices from becoming past due.
  - Fleet Administrator process invoices from vendors regarding parts, service, and maintenance repairs on vehicles and equipment.
  - Fleet Administrator Prepares requisitions necessary to purchase parts, accessories, maintenance and services.

## **INFORMATION TECHNOLOGY (Ronald McKenzie)**

### IT Dept Overview

This Status report covers the activities of the Information Technology Department for the period from 02/17/2011 through 03/16/2011. It is organized into the following areas:

- Significant Accomplishments
- Significant Issues

- Schedule Status
- Travel Activity

Accomplishments from Month:

- Significant Accomplishments
  - Continued working on Telestaff deployment. Purchased a sound card, which allowed us to load Audio Drivers on the Server allowing for recordings to occur. Technically all requested specifications for configuration is complete for this deployment.
  - Sent memo to PD on proper request for to include naming convention for website. Working with them on standardization and changes.
  - Attended Consero CCIO conference. Great event with CCIOs from around the county. Received great insights and positive contacts for networking and ways to enhance the cities technically.
  - IT working on SOP for PD and for CH. We will combine the two SOPs into a Department SOP. Working to document all major processes to allow for quicker knowledge transfer.
  - Continued organizing things for the Corporate Run. Began Tuesday and Thursday training for staff.
  - Continuing various class trainings for CMG staff every Thursday.
  - Continuing to work on payment over the web via the EDEN Web Module. There is a glitch from the EDEN side that we are still trying to correct.
  - Continuing our weekly conference calls with OSSI to work on correcting issues and outstanding tickets with operation of their software for PD.
  - Moved Town of Miami Lakes IT from old City Hall to their new interim City Hall. This required a lot of work and a lot of overtime from our staff, but systems are up and secure.
  - Set up help desk for TOML and established rules for Web Updates and other services.
  - Ordered AFIS circuit for MGPD fingerprinting system.
  - Attended site visits to City of Hallandale Beach and Miami Beach to look at their Conduit system. Attended these events with members from Code and Building.

- Completed configuration for Microsoft Office Communicator. The unified communications functionality will definitely help increase efficiency. Conducted one training class which was poorly attended. Will conduct another one this month.
- Still working on Avaya Onex Pilot with Code and a select group of others.
- We are continuing our work with cleaning up all of the addresses in the EDEN database as a part of the Parcel Refresh project. We have 3 staff member performing manual entry as we try to clean up about 25,000 errors in the system. Although tedious, the project is actually progressing very well.
- Still awaiting final word on prospective employees. PD is not doing the last part which is the background investigation.
- Working with Architects and Management team on IT architectural design for new city hall campus.
- Met with Architects to discuss layout of IT rooms and IT Design strategy for New City Hall complex.
- Significant Issues
  - Still working on EDEN Web Extensions. Payment portion
  - Still working to clean up various issues with OSSI.
  - Deputy Chief Miller's Verizon Aircard account had fraudulent actions. The Verizon Fraud Center was alerted and ordered items were cancelled before the completion of the delivery. All account Passwords have been changed and PD Personnel have been taken off of the access list for the Verizon Aircards.
  - In need of an Admin. Working on ways to get one at least for a little while.
- Schedule Status
- Travel Activity
  - Sylvia Attended Windows 7 Training in March
  - Ron Attended Consero CIO Session in March
  - Felix attended Flex 4 Web Training in March
  - Gardimyr Going to EDEN Conference in April.
  - Ricardo attending CCIO Session IV Training in April

1. Staff continues to clean and maintain bus bench areas throughout the City. This last month we have performed maintenance on bus benches and cans throughout the City. Giving unstable benches stability and wandering cans security. We will continue with this effort, protecting the City from liability. This task has been very successful due to the number of benches we find loose and unstable.
2. Staff continues to mow public right-of-ways to ensure that the roadways are aesthetically pleasing. Since the last report staff has completed the mulch application on 27<sup>th</sup> Avenue. We will continue to all detailed areas. The look is very pleasing and it adds foundation to the beautification.
3. Two streets crews continue to repair sidewalks throughout the City. We are not only repairing sidewalks but also roadways, edge of roads, potholes and sinkholes to insure the safety of our residents, and those who visit.
4. Staff continues to trim and prune trees throughout the City. We have made a great impact on the unsightly areas around the City. Our goal is to maintain these areas before they become a situation.
5. We continue cleaning drains around the City. We have both combination vacuum trucks on the road battling debris and sedimentation within our storm systems. Flooding has decreased due to the means of our maintenance program. We are also cleaning and maintaining our waterways of debris and cutting our canal banks.
6. Horizon Contractors continues to work on the construction of the third LAP Roadway Improvement (ARRA) project. The project includes replacing damaged sidewalk, installing ADA ramps, milling, resurfacing and stripping on NW 47th Ave from NW 167th St to NW 156th St; on NW 156th St from NW 47th Ave to NW 42nd Ave; and on NW 42nd Ave from NW 156th St to NW 183rd St. The project approved budget is \$462,196.20. Project is scheduled to be completed by June 7, 2011. The contractor is installing 10 feet wide red stamped concrete on the west side of NW 42 Avenue from NE 179 Street to NW 171 Street for the City's Recreational Trail.
7. The City of Miami Gardens received \$2,516,740 in American Recovery and Reinvestment (ARRA) stimulus funds through the Florida Department of Transportation for roadway improvement projects. \$835,150.00 will be utilized to replace the NW 42nd Ave/ NW 178th Drive and NW 179th bridge. On March 10 2011, Chen Associates have submitted the final design criteria package to the City. Staff is in process in reviewing the final submittal.
8. On January 27, 2010 the City of Miami Gardens Council approved a budget of \$350,000 for drainage improvements in the residential area which covers the area from NW 19 Avenue to NW 21 Avenue and NW 191 Terrace to NW 195 Street. For this project the amount \$131,096 was received from SFWDM and the City will match it with \$218,904. On March 8, 2011 staff conducted the pre-construction meeting. Project is scheduled to start on March 28, 2011.

9. On January 27, 2010 the City of Miami Gardens Council approved a budget of \$150,977 for drainage improvements in the residential area which covers the area from NW 38 Avenue and NW 38 Place and NW 208 Street and NW 209 Street. For this project the amount \$30,977 was received from SFWDM and the City will match it with \$120,000. On March 3, 2011 staff conducted the pre-construction meeting. Project is scheduled to start on March 21, 2011.
10. Advance Multi Sign continues to work on the installation of the three entrance signs at Kings Gardens I and II. The construction is scheduled to be finished before April 15, 2011.
11. On February 18, 2011, Straightline Engineering have completed the road repairs and replaced 530 linear feet of curbing along NW 196 Lane at Betty T. Ferguson Community Center. The budget used for this project was \$23,356.
12. On March 10, 2011, Straightline Engineering has completed the construction of storm water improvements at NW 154th Terrace between NW 28th Place and NW 28th Court. These improvements were done in order to alleviate flooding concerns reported by the residents. The budget used for this project was \$26,600 and we have installed 4 catch basins, 150 linear feet of French drains, re-sodded 400 linear feet swale areas and paved 200 linear feet of road.
13. Public Works issued 10 permits of which 3 for driveways and sidewalk 7 for utilities.
14. The Floodplain Manager received 15 National Flood Insurance Program inquiries.
15. The bids for construction for "Miami Gardens Sound Wall Enhancements (ITB#10-11-037)" were received and publicly read on March 10, 2011. The project will consist of Landscape and Irrigation Enhancement on the East and West side of the Turnpike expressway from NW 179 Terrace North to Miami Gardens Drive.
16. On February 16, 2011, staff attended the TIP Development Committee meeting.
17. On February 16, 2011, staff attended the LDR/Zoning Code Stakeholders Meeting.
18. On February 22, 2011, the Floodplain Manager attended the Floodplain Roundtable Discussion with other cities.
19. On February 22, 2011, the Director attended the Pentab Crimewatch Meeting to discuss the Public Works Projects and any requests by the attending residents.
20. On February 25, 2011, the Director and staff attended the APWA luncheon meeting.

21. On March 4, 2011, the Floodplain Manager met with the County on the National Pollutant Discharge Elimination System.

22. On March 8, 2011, the Director and Assistant attended the 2011/2012 Budget Kickoff Meeting with all the management team.

## KEEP MIAMI GARDENS BEAUTIFUL

### **UCF Grant Application 2011**

- Submitting

### **Arbor Day Celebration with Bunche Park Elementary School**

- Partnered with Kids Eco Corp
- Presentation and planting completed on 3/18/2011

### **Community Beautification projects**

- Ongoing
- three this month

### **Trashion Show 2011**

- In the works – sponsors onboard

### **City's Community Beautification Grant**

- Applications are coming in

### **Spring Beautification Awards**

- Winners have been notified

### **Landscape Maintenance**

- City crews are currently maintaining all landscape areas throughout the city. Mulching, fertilizing and weed barriers have been applied this month
- Crews are planting trees along residential right of ways.

### **Tree Bid for Neighborhood Tree planting (grant funded)**

- Awarded

### **Earth Day**

- planning

### **Environmental Field trip**

- Currently working with Crestview Elementary

### **Major Tree Give away**

- Currently partnering with Miami Dade County for 2011 Adopt A tree

### **In Class Environmental Education Program**

- All 18 elementary schools in the city are expected to participate

## ASSISTANT CITY MANAGER (Dan Rosemond)

- **Miami Gardens Honors Program-Student Intern-**I am pleased to report that the first intern under this program has been approved and has started his internship! Mr. Jabari Smith is a junior at Miami Carol City High School. His plan is to major in Civil Engineering when he graduates. The Miami Gardens Honors Program seeks to provide academic achievers with the opportunity to work alongside City administrators in order to gain exposure to the public administration field. In light of Jabari's academic focus, he has been assigned to work in the Capital Improvements Department.
- **Community Redevelopment Agency (CRA)-** As a follow-up to a workshop held last year, City Staff provided Council with an update on this issue, providing them with the salient points to consider. It was agreed that a timeline would be provided to Council reflecting the tasks that are to be undertaken.
- **Event parking provider at Betty T. Ferguson Community Center- Betty T. Ferguson Community Center use policy-** In our continual effort to identify opportunities to generate additional revenue, Staff sought proposals from professional parking operators that would utilize the parking lot at the community center for overflow special event parking for events at the stadium. While it is not anticipated that significant revenue will be generated, this arrangement provides for the potential to make some revenue, while not incurring any staff costs.
- **T.R.I.P. (Travel. Rebuild. Inspire. Progress)-**This organization is a non-profit group of young professionals that *volunteer* their time to help urban neighborhoods with clean-up or painting projects. Staff was contacted by them and we identified a project in the west side of the City-a small neighborhood lot that if cleaned up and re-landscaped, can serve as a community park for the residents of the Vista Verde neighborhood. The location is on N.W. 213 Street and 38 Avenue. A major volunteer event is being planned for the weekend of May 14-15. More details will be provided as the date approaches.
- **Greater Miami Gardens Chamber of Commerce-** During this reporting period, City Council approved the resolution directing the City Manager to take the necessary steps to launch this entity. The City Attorney has been working on the required legal documents and CD staff continues to work with local businesses to drum up support for the venture.
- **HUD-Office of Inspector General-NSP-**The OIG has finally concluded their extensive audit of the City's NSP and found no programmatic issues. The only matter which the City will have to address is the allocation of staff salaries to the program.
- **Business Energy Efficiency Program (BEEP)-** Utilizing funds from the Department of Energy, the City will be offering up to \$15,000 to businesses to

make improvements that will help reduce energy consumption. CD staff will be aggressively marketing this program over the next couple of weeks. There is no income restriction for this program.

- **Department of Energy Site Visit (EECBG)-** As a condition of the City's Energy Efficiency Conservation Block Grant, CD staff had a site visit from the Department of Energy's contract officer assigned to the City. Staff was advised that the City was on pace with its expenditures and we were commended for having the greatest number/variation in proposed activities compared with other grantees.

Participated in the following meetings:

- (2-15-11) Silver Sneakers/A matter of Balance-mtg. with City staff and representatives from each organization
- (2-28-11) Housing Finance Authority Board Meeting
- (3-2-11) CRA Workshop with City Council
- (3-3-11) DOE Fund recipient workshop

## **REREATION DEPARTMENT (Kara Petty, Director)**

### **Recreation Division**

**Shining Stars After-School:** 278 children are engaged in various activities such as homework assistance, arts & crafts, creative indoor and outdoor activities, chess, etc. In addition, certified teachers improve their reading, math and science skills. The children have been involved in a tee-ball competition.

- Betty T. Ferguson Recreational Complex: fifty-one (51) participants
- Rolling Oaks Park: forty-one (41) participants
- A.J. King Park: twenty-six (26) participants
- Buccaneer Park: seventeen (17) participants
- Bunche Park: fourteen (14) participants
- Miami Carol City Park: forty-one (41) participants
- Norwood Park: forty (40) participants
- Scott Park: forty (40) participants

### **Kids' Day Off**

On February 18<sup>th</sup>, KDO was offered at Betty T. Ferguson Recreational Center and Rolling Oaks Park. There were one-hundred and five (105) participants engaged in recreational activities. The children also received a catered lunch and a snack.

### **Spring Camp**

Spring Camp took place March 14 – 18<sup>th</sup> at Betty T. Ferguson (120) and Rolling Oaks Park (57) for a total of 177 kids enrolled. Participants were engaged in numerous activities such as arts and crafts, indoor & outdoor games, movies and a field trip to Galaxy Skateway. Participants were provided daily lunch and snacks.

## **Senior Program**

The senior program commences every Tuesday at the Betty T. Ferguson Recreational Complex from 10am – 1pm. Seniors engage in a weekly brunch that is health conscious with a varying menu from week to week. Below are some of the activities and trips that took place for December.

- February 15<sup>th</sup> seniors enjoyed a Valentine's day program
- February 16<sup>th</sup> Seniors participated on a field trip to Bayside Mall where they enjoyed lunch at Bubba Gump
- February 22<sup>nd</sup> presentation by Cloverleaf Chiropractic on Proper Spinal Care
- February 22<sup>nd</sup> Dr. Sanya Diaz (FAU) and registered people for the living healthy study
- February 22<sup>nd</sup> seniors celebrated black history month
- March 1<sup>st</sup> we celebrated the birthdays in the month of March
- March 8<sup>th</sup> presentation on HIV Awareness by Tanya James and Aventura Hospital

## **Teens' Expanding Horizons After-School Program**

- Teen After-School Program: fifteen (15) participants
- The teen after school program has added another school to our transportation pick-up schedule.
- **Spring Camp Activities:** UM & AI- Art institute, Community service project, Tallahassee capital and college tour, Youth Fair, Bowling
- **Community Service:** The teens completed a beach cleanup in the City of Surfside as well as a project with Feeding America during spring break.

## **Future Men/Women of Miami Gardens (Mentor Program)**

- **FMWGM** program has 15 kids registered and 8-11 kids in attendance. The mentees has been meeting on Saturdays for workshops and they also enjoy a lunch before leaving. Next month we will start pairing the mentees with their mentors.

## **A.J. King Park**

- Line dance continues from 6pm – 7:30pm Wednesday – Friday

## **Brentwood Park**

- The Brentwood Goldie's rent out the facility every Monday if Betty T. Ferguson is unavailable.
- Cricket takes place every Sunday

## **Buccaneer Park**

- Youth tennis lessons take place on Saturdays from 9:00-10:30am.
- Adult tennis meets on Saturday mornings and currently has 20 participants.
- There is line dancing offered on Tuesdays, Wednesdays and Saturdays from 8:30a.m.-12:00noon for adults of various ages.
- The seniors group has a meeting every third Thursday of the month at Buccaneer.

## **Cloverleaf Park**

- There are over eighteen (18) patrons that play basketball at the courts throughout during the evenings Monday through Friday.
- Monday and Tuesday line dancing takes place from 9:30-11:30am.
- There are over forty seniors that rent the facility every Wednesday from 10:00am-12:00pm.

## **Miami Carol City Park**

- Walkers exercise around the park, the building and restrooms open at 7:30a.m.
- Recurring church rentals occur on Sundays.
- Line Dancing now takes place at the center

## **Myrtle Grove Park**

- Rentals continue to take place Saturdays and Sundays

## **Norwood Park**

- On Wednesdays, Norland High School has softball practice
- Tuesday and Thursday Norland Middle School has tennis practice from 6:00-7:00pm
- Tuesday and Thursday Norland High School has tennis practice 4:30-5:30pm

## **Rolling Oaks Park**

- Line dancing is held every Thursday night from 6-7:30 pm.
- Adult Tennis has 20 participants in the program meeting on Monday and Thursday nights.
- Neighborhood crime watch meets every third Tuesday of the month.

## **Scott Park**

- Scott Park has daily walkers in the morning and evenings Monday thru Friday.
- Carol City and Norland High school has baseball practice Monday through Friday from 3:00-7:30pm
- Patrons walk around the park during the mornings and evenings.
- Facility rentals takes place during Saturdays and Sundays

## **Recreation Highlights**

### **• Black History Showcase and Fashion Show**

February 25, the 2<sup>nd</sup> Annual Black History Showcase was held. There were performances by members of various programs of Parks and Recreation Department (after school, teens and seniors). After school kids and Teens performed skits, songs, and fashion walk. The seniors participated in a fashion walk. Overall the event was a success with over 250 people in attendances including special guests Mayor Gibson, Councilman Gilbert, and Betty T. Ferguson. Betty T. Ferguson was presented with the Black Historian of the Year award.

## **Athletics**

- **Baseball Preparations** – Feb. 15. Free baseball clinic was held at Bunche Park from 6–8 p.m.
- **CMGYS Baseball/Tee Ball** - is currently accepting registration for youth ages 12 and under. There are a total of 20 participants currently registered
- **CMGYS Track & Field** – hosted its first annual meet on Saturday 3/5 and the second on 3/12 at Betty T. Ferguson Recreational Complex. There are 230 participants in the program
- **CMGYS Basketball** – Registration closed. 5 teams were formed and 60 children were registered.
- **CMGYS Soccer & Swimming** – Registration begins on March 21<sup>st</sup>
- **End of Season Award Ceremonies were held at Carol City High School:**  
 Feb 18<sup>th</sup> – Miami Gardens Rams (6:30pm-9:30pm)  
 Feb 19<sup>th</sup> – Miami Gardens Ravens (4pm-8pm)

## Betty T. Ferguson Recreational Complex

<b>Facility Name</b>	<b>Gross Revenue</b>
Facility Rentals (52)	\$8,468.50
Total	\$8,468.50
<b>Programming</b>	<b>Gross Revenue</b>
KDO- 2/18/11	\$447.50
Spring Camp 3/15-3/18/11	\$1,945.00
Teen Spring Camp 3/15-3/18/11	\$915.00
Martial Arts	\$2,044.00
Total	\$5,351.50
<b>Daily Entry</b>	<b>Gross Revenue</b>
Computer Room	\$5.00
Water Aerobics – Daily	\$301.00
Fitness-Senior	\$429.00
Fitness-Teen	\$315.00
Fitness-Adult	\$4,685.00
Gymnasium-Senior	\$990.00
Gymnasium-Adult	\$1,080.00
Pool-Adult	\$290.00
Pool-Child	\$462.00
Pool-Senior	\$30.00
Total	\$8,587.00
<b>Package Name</b>	<b>Gross Revenue</b>
Aquatics – Memberships	\$54.00
Swim Lessons	\$1,770.00
Fitness – Memberships	\$24,106.00
Personal Training – Memberships	\$1,472.00
Water Aerobics – Memberships	\$1,920.00
Gymnasium – Memberships	\$323.00



## **Audrey J. King**

- 2/28 Sand and painted previous soap dispenser locations
- 3/1 Repaired the break in the main line
- 3/1 Primed the pump
- 3/3 Irrigation performed an emergency repair on the buildings water line

## **Betty T. Ferguson Recreational Complex**

- 2/22 Unclogged the restrooms
- 2/24 Installed bird spikes
- 2/25 Assembled the stage for the black history presentation
- 2/28 Replaced the light switch in the administrative building
- 3/1 Repaired the wall in the maintenance area
- 3/1 Repaired the front door
- 3/2 Assembled hurdles for cross track

## **Bennett M. Lifter Park**

- 2/18 Repaired the gate located near the lake

## **Brentwood Park**

- 2/21 Paint over white board removal

## **Buccaneer**

- 2/15 Repaired leak
- 2/21 Repaired the board around the flag pole
- 2/21 Repaired the playground area
- 2/28 Paint over the graffiti located on the outside of the building

## **Cloverleaf Park**

- 2/15 Repaired the double doors
- 2/22 Repaired the double doors in the restroom

## **Inspection Station**

- 2/29 Repaired a break in the water line

## **Miami Carol City Park**

- 2/22 Repaired the bathroom sink
- 2/23 Repaired five lights in the parking lot
- 2/28 Changed all the valves
- 2/28 Removed four valves from the football field
- 3/2 Tiled the concession counter

## **Myrtle Grove Park**

- 3/1 Repaired and replaced broken heads

## **Norwood Park & Pool**

- 2/16 Paint the bathroom wall
- 2/17 Paint the inside building walls

- o 2/17 Mount the television on the wall
- o 2/18 Repaired the sliding board
- o 2/23 Check the Musco light fuse (pool)
- o 3/2 Repaired a break in the main line (North Dade)
- o 3/2 Replaced broken heads and performed a wet check

## **Police Department**

- o 2/17 Weld the gate at the substation

## **Rolling Oaks Park**

- o 2/18 Repaired three gates
- o 2/25 Repaired gate posts

## **Scott Park**

- o 2/25 Repaired back door break in damage
- o 2/29 Irrigation wet the base ball diamond

## Current Projects

- Brentwood Park Sports Lighting: The sports lighting project is underway with completion anticipated by May.
- Brentwood Park playground shade structure: The shade structure project is underway with completion anticipated by April.
- Brentwood Park irrigation and football field improvements: The irrigation and field improvements are anticipated to be complete by May.
- Betty T. Ferguson Recreational Complex Amphitheatre: The department is working closely with Capital Improvements to complete the amphitheatre project by April.

## Meetings

2/16: Management Team Meeting  
2/17: Agenda Review  
2/17: CMGYS  
2/23: Baseball Academy  
2/23: Capital Improvements  
2/23: Management Team  
2/24: South Florida Parks Coalition  
2/24: CMGYS  
3/1: SilverSneakers  
3/2: CMGYS  
3/2: Management Team  
3/3: Agenda Review  
3/8: Budget- FY 2012  
3/9: Baseball Academy

