



## CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

**Meeting Date:** June 22, 2011  
1515 NW 167<sup>th</sup> St., Bldg. 5, Suite 200  
Miami Gardens, Florida 33169  
**Next Regular Meeting Date:** July 13, 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 – June 8, 2011
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
  - F-1) Yolanda Cash-Jackson, 2011 Legislative Update
  - F-2) Senator Oscar Braynon II and Representative Barbara Watson, 2011 Post

Legislative Update

- F-3) Councilman Gilbert – NAACP Afro-Academic, Cultural, Technological and Scientific Olympics (ACT-SO)
- F-4) Jennifer Lopez, American Cancer Society – Relay for Life
- F-5) Flora Johnson, Chair, Elderly Affairs Advisory Committee
- F-6) Proclamation – Parks and Recreation Month (July)
- F-7) Dr. Danny O. Crew, City Manager’s Employee Recognition (5 Year Service Pins)

**(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 CHAPTER 14, ARTICLE IX CREATING “DIVISION 1. GENERALLY” AND RESERVING SECTIONS; CREATING DIVISION 2. TO INCLUDE EXISTING ORDINANCE PROVISIONS RELATING TO TETHERING OF CANINES; RENUMBERING SECTIONS 14-588 THROUGH 14-594 TO SECTIONS 14-619 THROUGH 14-625; CREATING “DIVISION 3. REGULATING THE REMOVAL AND PROPER DISPOSAL OF ANIMAL FECAL MATTER ON PUBLIC AND PRIVATE PROPERTY”; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR. AND COUNCILWOMAN LISA DAVIS)**

**H-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE III TO CREATE “DIVISION 10. FISHING AND GARDENING ADVISORY BOARD”; 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 DAVID WILLIAMS JR.)**

**(I) ORDINANCE(S) FOR SECOND READING/PUBLIC HEARING(S)**  
None

**(J) RESOLUTION(S)/PUBLIC HEARING(S)**  
None

**(K) CONSENT AGENDA**

- K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH GROUND KEEPERS, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVEN THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS (\$107,125.00) FOR LANDSCAPING IMPROVEMENT SERVICES ALONG THE PALMETTO EXPRESSWAY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR 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 CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE, IN THE AMOUNT OF ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00), FOR THREE (3) CANAL BANK IMPROVEMENT PROJECTS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING A TWENTY-FIVE PERCENT (25%) MATCH OF THE TOTAL PROJECT COST FROM THE CITY'S STORMWATER FUND; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR 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 CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH RES-CARE, INC., FOR THE RECRUITMENT OF MIAMI JOB CORPS CENTER STUDENTS FOR THE CITY'S FEDERALLY FUNDED CONSTRUCTION PROJECTS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSOR BY THE CITY MANAGER)**

**K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH INDEPENDENT LIVING COMMUNITY SERVICES, INC., TO ADMINISTER WELLNESS AND FITNESS SERVICES TO SENIOR CITIZENS, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT WITH JUANITA’S KITCHEN, LLC, FOR CONCESSION MANAGEMENT SERVICES AT CITY PARKS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO EXECUTE THAT CERTAIN AGREEMENT WITH OLDS, STEPHENS & HARPER, P.A., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A” FOR LEGAL SERVICES IN CONNECTION WITH THE LITIGATION MATTER OF *WANDA GILBERT VS. THE CITY OF MIAMI GARDENS, FLORIDA*; PROVIDING FOR INSTRUCTIONS TO CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY)**

**(L) RESOLUTION(S)**

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

- M-1) City Manager’s Monthly Report
- M-2) Miami Gardens Police Department Monthly Report

**(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> <i>(Enter X in box)</i>	June 22, 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>	X		Yes
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>		Yes	No	
						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>			
	X						
<b>Sponsor Name</b>	Councilman David Williams Jr. and Councilwoman Lisa Davis		<b>Department:</b>	Mayor and City Council			

**Short Title:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 14, ARTICLE IX TO CREATE "DIVISION 1. GENERALLY" AND RESERVING SECTIONS; CREATING DIVISION 2. TO INCLUDE EXISTING ORDINANCE PROVISIONS RELATING TO TETHERING OF CANINES; RENUMBERING SECTIONS 14-588 THROUGH 14-594 TO SECTIONS 14-619 THROUGH 14-625; CREATING "DIVISION 3. REGULATING THE REMOVAL AND PROPER DISPOSAL OF ANIMAL FECAL MATTER ON PUBLIC AND PRIVATE PROPERTY"; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

**ITEM H-1) ORDINANCE  
FIRST READING  
Disposal of Animal Waste**

In accordance with Section 166.021 of the Florida Statutes, the City of Miami Gardens is authorized to enact codes to protect the health, safety and welfare of its citizens. The sight of animal fecal matter creates a public nuisance and unsanitary conditions. Councilman David Williams Jr. and Councilwoman Lisa Davis recommend the adoption of an Ordinance to require the removal and proper disposal of animal fecal matter.

**Proposed Action:**

That the City Council approves the attached Ordinance.

**Attachment:**

None.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 14, ARTICLE IX CREATING "DIVISION 1. GENERALLY" AND RESERVING SECTIONS; CREATING DIVISION 2. TO INCLUDE EXISTING ORDINANCE PROVISIONS RELATING TO TETHERING OF CANINES; RENUMBERING SECTIONS 14-588 THROUGH 14-594 TO SECTIONS 14-619 THROUGH 14-625; CREATING "DIVISION 3. REGULATING THE REMOVAL AND PROPER DISPOSAL OF ANIMAL FECAL MATTER ON PUBLIC AND PRIVATE PROPERTY"; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 166.021 of the Florida Statutes, the City of Miami Gardens is authorized to enact codes to protect the health, safety and welfare of its citizens, and

WHEREAS, the sight of animal fecal matter creates a public nuisance and unsanitary conditions, and

WHEREAS, Councilman David Williams Jr. and Councilwoman Lisa Davis recommend the adoption of an Ordinance to require the removal and proper disposal of animal fecal matter,

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.

Language deleted is stricken through and language added is underlined.

Section 2. AMENDMENT: Chapter 14, Article IX of the City of Miami Gardens' Code of Ordinances is hereby amended to create Division 1 as follows:

**DIVISION 1. GENERALLY.**

**Secs. 14-588 - 14-618. Reserved.**

Section 3. AMENDMENT: Chapter 14, Article IX of the City of Miami Gardens' Code of Ordinances is hereby amended to create Division 2 to include existing ordinance provisions relating to tethering of canines as follows:

**DIVISION 2. TETHERING OF CANINES.**

Section 4. RENUMBERING: Sections 14-588 through 14-594 are hereby renumbered to Sections 14-619 through 14-625.

Section 5. AMENDMENT: Chapter 14, Article IX of the City of Miami Gardens' Code of Ordinances is hereby amended to create Division 3 as follows:

**DIVISION 3. REMOVAL AND PROPER DISPOSAL OF ANIMAL FECAL MATTER.**

**Sec. 14-626. Prohibition.**

It shall be unlawful for any person owning, possessing, having the care, charge, control or custody of any animal(s) to not immediately remove and thereafter dispose of any fecal matter deposited by the animal(s) on public property or private property other than the private property of the owner or responsible party of the animal(s) unless the owner or person in lawful possession of the property has consented to such deposit. Public property includes, but is not limited to, parks, sidewalks, swales, and streets. For the purposes of this section, animal fecal matter shall be immediately removed by placing the matter in a closed or sealed container and thereafter disposing of it by depositing the matter in a trash receptacle, sanitary disposal unit, or other closed or sealed container.

**Sec. 14-627. Exemptions.**

This Ordinance shall not apply to blind persons accompanied by a dog used for their assistance.

**Sec. 14-628. Penalties.**

Any person convicted of a violation of Section 14-626 shall be punished by a fine not to exceed \$500.00 or by imprisonment not to exceed 60 days, or both, in the discretion of the County Court.

Section 6. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 7. 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 deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

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

Section 9. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

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

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

Language deleted is stricken through and language added is underlined.

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

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

**ATTEST:**

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

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

CO-SPONSORED BY: COUNCILMAN DAVID WILLIAMS JR. AND  
COUNCILWOMAN LISA DAVIS

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

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

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



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	<b>June 22, 2011</b>		<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>			<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>				
		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 Objective/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>	Councilman David Williams		<b>Department:</b>	<b>Mayor and Council</b>			

**Short Title:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE III TO CREATE "DIVISION 10. FISHING AND GARDENING ADVISORY BOARD"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

The City of Miami Gardens could be in a unique position to collaborate with various not-for-profit organizations and research facilities in order to obtain funds to increase our community's exposure to fishing and gardening. The key to being able to take advantage of these opportunities is to have a solid community organization and or board in place in order to be the recipient of funds when available.

**ITEM H-2) ORDINANCE  
FIRST READING  
Fishing and Gardening Adviosry Board**

In line with this concept, Councilman David Williams, Jr., is proposing the creation of a City of Miami Gardens Fishing and Gardening Committee. The proposed advisory board will have the following structure and purpose:

- Membership:** Seven (7)-person board, each appointed by a member of the City Council
- Qualifications:** Board members are not required to be City of Miami Gardens residents or business owners, however, at least one (1) member of the Board must be a professor at the college-level in the field of aqua-culture; and at least one (1) member of the Board must be a professor at the college-level in the field of horticulture.

**Purpose:**

- To raise money to promote fishing and gardening programs for seniors and youth in the City of Miami Gardens
- To Expose and educate the community on the science and research surrounding the field of aqua-culture
- To facilitate a Miami Gardens Fishing Club
- To raise money to support the construction of Botanical Garden in the City of Miami Gardens
- To raise money to facilitate Master Gardening classing in the City of Miami Gardens
- To work with various Miami Gardens community groups to promote the planting of community gardens citywide
- To facilitate a Miami Gardens Gardening Club

**Proposed Action:**

Councilman David Williams, Jr. recommends that the City Council approve the attached Ordinance creating the Miami Gardens Fishing and Gardening Advisory Board.

**Attachment:**

None

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE III TO CREATE "DIVISION 10. FISHING AND GARDENING ADVISORY BOARD"; 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 of Miami Gardens could be in a unique position to collaborate with not-for-profit organizations and research facilities to secure funding to increase the community's exposure to fishing and gardening, and

WHEREAS, in order to take advantage of these opportunities, a solid community organization or committee should be established, and

WHEREAS, in line with this concept, Councilman David Williams Jr. proposes the creation of a Fishing and Gardening Advisory Board, and

WHEREAS, among its many purposes, the Board will be responsible for raising funds to promote fishing and gardening programs for seniors and youth in the City of Miami Gardens,

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.

Section 2. AMENDMENT: Chapter 2, Article III is hereby amended to create Division 10 as follows:

Added language is underlined. Deleted language is stricken through.

**DIVISION 10. FISHING AND GARDENING ADVISORY BOARD.**

**Sec. 2-347. Creation.**

There is hereby created a Fishing and Gardening Advisory Board in the City of Miami Gardens. The Fishing and Gardening Advisory Board shall be comprised of seven (7) members.

**Sec. 2-348. Purpose.**

The purpose of the Fishing and Gardening Advisory Board shall be:

- (1) To raise money to promote fishing and gardening programs for seniors and youth in the City of Miami Gardens;
- (2) To expose and educate the community on the science and research surrounding the field of aquaculture;
- (3) To facilitate the creation a Miami Gardens Fishing Club;
- (4) To raise funds to support the construction of a botanical garden in the City of Miami Gardens;
- (5) To raise funds to facilitate Master Gardening classes in the City of Miami Gardens;
- (6) To work with community groups within the City of Miami Gardens to promote the planting of citywide community gardens; and
- (7) To facilitate the creation a Miami Gardens Gardening Club.

**Sec. 2-349. Qualifications.**

Board members are not required to be City of Miami Gardens residents or business owners, however, at least one (1) member of the board must be a professor at the college level in the field of aquaculture; and at least one (1) member of the committee must be a professor at the college level in the field of horticulture.

Added language is underlined. Deleted language is stricken through.

**Sec. 2-350. Appointment Process.**

The Mayor and each member of the City Council shall appoint one (1) member to the Fishing and Gardening Advisory Board.

**Sec. 2-351. Term of Office.**

In order that the terms of office of all members of the Fishing and Gardening Advisory Board shall not expire at the same time, the initial appointees of the Mayor and City Council members serving in at-large seats shall serve three (3) year terms. The appointees of the City Council members serving in seats 1, 2, 3 and 4 shall serve two (2) year terms. Thereafter, all members shall serve for a period of three (3) years, or until a successor is appointed, whichever occurs later.

**Sec. 2-352. Meetings.**

The provisions of Section 2-92 requiring monthly meetings of nonstatutory boards shall not apply to this Division, instead members of the Fishing and Gardening Advisory Board shall meet no less than six (6) times per year.

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

Section 5. INCLUSION IN CODE: It is the intention of the City Council of the City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Miami

Added language is underlined. Deleted language is stricken through.

Gardens and that the section of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

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

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

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

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

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

**ATTEST:**

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

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

Added language is underlined. Deleted language is stricken through.

SPONSORED BY: COUNCILMAN DAVID WILLIAMS JR.

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

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

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

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

Added language is underlined. Deleted language is stricken through.



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	June 22, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>
			(Enter X in box)	X		
<b>Fiscal Impact:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> (Enter X in box)	<b>1st Reading</b>		<b>2nd Reading</b>
	X		<b>Public Hearing:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Yes</b> <b>No</b>
					X	
<b>Funding Source:</b>	<b>Mercedes Benz Funding Contribution from Declaration of Restrictions Agreement with City and Stormwater Fund</b>		<b>Advertising Requirement:</b> (Enter X in box)	<b>Yes</b>		<b>No</b>
						X
<b>Contract/P.O. Required:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<b>ITB#10-11-038(A) NW 167<sup>th</sup> Street &amp; NW 13<sup>th</sup> Avenue S.R. 826 Landscape Improvement Project</b>		
	X					
<b>Strategic Plan Related</b> (Enter X in box)	<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"/>	1. Improve City Identity and image		
			Bus. & Economic Dev <input type="checkbox"/>	2.5 Increase City wide tree canopy		
			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 Manger</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 CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH GROUND KEEPERS, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVEN THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS (\$107,125.00) FOR LANDSCAPING IMPROVEMENT SERVICES ALONG THE PALMETTO EXPRESSWAY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

Background

The City of Miami Gardens received \$125,000 from the Mercedes Benz's Declaration of Restrictions Agreement for improvements and beautification of the intersection of NW 13 Avenue and NW 167

**ITEM K-1) CONSENT AGENDA  
RESOLUTION  
Agreement w/ Ground Keepers, Inc.**

Street and the frontage along NW 167 Street and NW 13 Avenue in front of the Mercedes Benz Dealership.

The landscaping project has been designed by O'Leary Richards Design Associates, Inc. for a total amount of \$19,366.40, which included surveying, site evaluation-existing conditions, schematic design, construction documentation and assistance in the bidding process.

### Current Situation

Specifications were prepared by City staff and O'Leary Richards Design Associates for the S.R. 826 embankment landscape improvements and posted as Bid #10-11-038(A) on April 14, 2011. A broadcast notice was sent to 466 vendors. Twenty-five bid packages were requested. The bids were opened on May 5, 2011. Four bids were received and publicly read.

Bids were evaluated for compliance with the specifications and their ability to perform the work. Staff checked references of the apparent low bidder for past performances, finances, and insurances. All of the references were very favorable; the finances are okay, insurance is sufficient. A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's office for review. Bidder did not indicate any additional jobs would be created if awarded this contract; however, staff will discuss this with the bidder at the pre-construction meeting.

### **Proposed Action:**

It is recommended that City Council approve the attached resolution authorizing the City Manager to execute a contract with Ground Keepers, Inc. located in Miami Lakes, Florida in an amount not to exceed \$107,125, which includes the alternates, to provide landscaping improvements along the south side of the Palmetto Expressway, along NW 167 Street from east NW 13 Avenue to east of NW 17 Avenue.

### **Attachment:**

Attachment A: Bid Tabulation  
Attachment B: Agreement

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 CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH GROUND KEEPERS, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVEN THOUSAND, ONE HUNDRED TWENTY-FIVE DOLLARS (\$107,125.00) FOR LANDSCAPING IMPROVEMENT SERVICES ALONG THE PALMETTO EXPRESSWAY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens received One Hundred Twenty-Five Thousand Dollars (\$125,000.00) from Mercedes Benz for landscape improvements and beautification at the intersection of N.W. 13<sup>th</sup> Avenue and NW 167<sup>th</sup> Street, and along the frontage where the Mercedes Benz auto dealership is located, and

WHEREAS, City staff and the City's consultant, O'Leary Richards Design Associates prepared specifications for ITB #10-11-038(A) for landscape improvements, and

WHEREAS, four (4) bids were received and publicly read, and

WHEREAS, the apparent lowest bidder was Ground Keepers, Inc. located in Miami Lakes, Florida,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to execute that certain Agreement with Ground Keepers, Inc., in an amount not to exceed One Hundred Seven Thousand, One

1 Hundred Twenty-Five Dollars (\$107,125.00) for landscaping improvement services  
2 along the Palmetto Expressway, a copy of which is attached hereto as Exhibit "A".

3 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
4 authorized to obtain two (2) fully executed copies of the subject Agreement with one (1)  
5 to be maintained by the City, and one (1) to be delivered to Ground Keepers, Inc.

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

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

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16 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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

27

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

29

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

31

32 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
33 Vice Mayor Aaron Campbell, Jr.	_____ (Yes)	_____ (No)
34 Councilman David Williams Jr.	_____ (Yes)	_____ (No)
35 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
36 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
37 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
38 Councilman Andre' Williams	_____ (Yes)	_____ (No)

**CITY OF MIAMI GARDENS  
CONSTRUCTION CONTRACT**

THIS CONTRACT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Groundkeepers, Inc., hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, that whereas, the CITY has awarded to the CONTRACTOR the Work of performing certain construction:

NOW, THEREFORE, the CITY and the CONTRACTOR, for consideration hereinafter named, agree as follows:

**ARTICLE 1 - CONTRACT DOCUMENTS**

1.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement and General Conditions
- (2) Insurance certificate(s).
- (3) Notice of Award and Notice to Proceed.
- (4) Invitation to Bid and the Specifications prepared by the CITY
- (5) CONTRACTOR's Response to the CITY's Invitation to Bid No. 10-11-038(A) dated May 5, 2011

The aforementioned documents are hereby incorporated herein by reference, and made a part hereof.

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated \_\_\_\_\_ and any attachments.
- c. Bid Document, including General Conditions; Specifications and plans prepared by the City and Architect
- d. Contractor's Bid Proposal

1.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

1.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

## **ARTICLE 2. SCOPE OF WORK**

The CONTRACTOR hereby agrees to furnish all of the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as Work in accordance with the Contract Documents.

## **ARTICLE 3. CONTRACT TIME**

3.1 CONTRACTOR shall be issued a Notice of Award by the CITY. CONTRACTOR shall commence scheduling activities and permit applications within five (5) calendar days after receipt of the Notice of Award. The Notice to Proceed and Purchase Order will not be issued until CONTRACTOR'S submission to CITY of all required documents including, but not limited to: Performance and Payment Bonds, Insurance Certificates fully executed Contract.

3.1.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within **TEN** (10) calendar days of the issuance of Notice of Award.

3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within sixty (60) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within seventy-five (75) days from the date certified by CITY as the date of Final Completion.

3.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of Two Hundred Dollars (\$200.00) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 3.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of One Hundred and Fifty Dollars (\$150.00) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely

ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

3.4 CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract.

3.5 CONTRACTOR shall be responsible for reimbursing CITY, in addition to liquidated damages, for all costs incurred by the Architect/Engineer in administering the construction of the WORK beyond the completion date specified above, plus approved time extensions, if any. Architect/Engineer construction costs shall be pursuant to the contract between CITY and Architect/Engineer, a copy of which is available upon request of the CONTRACTOR. All such costs shall be deducted from the monies due CONTRACTOR for performance of WORK by means of unilateral credit change orders issued by CITY, as costs are incurred by Architect/Engineer and agreed to by CITY.

#### **ARTICLE 4. COMPENSATION**

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown in the Contract Documents, the sum of One Hundred Three Thousand One Hundred Twelve Dollars Fifty-nine cents (\$103,112.59).

#### **ARTICLE 5. PROGRESS PAYMENTS**

CONTRACTOR may make Application for Payment for Work completed, at intervals of not more than once a month. However, the CITY shall not pay more than ninety percent (90%) of the total Contract Price as progress payments. The CONTRACTOR'S application shall show a complete breakdown of the Project components as dictated by the CITY, including an updated Schedule of Values showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the CITY. Along with each invoice the CONTRACTOR will be required to show the work on an as-built format. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY as required by the General Conditions and a release of liens relative to the Work which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY. The CITY shall make payment to the CONTRACTOR within thirty (30) business days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in

the Contract Documents. Upon Final Completion and acceptance one half (1/2) of the retainage will be returned to CONTRACTOR in accordance with the terms and conditions stipulated in the Contract Documents.

One half (1/2) of the retainage fee shall be held and shall be redeemable upon satisfactory completion of the twelve (12) months if the warranty add alternate is selected.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective Work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- c) Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- d) Damage to another CONTRACTOR not remedied.
- e) Liquidated damages, as well as costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

**ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice from CONTRACTOR that the Work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. The CONTRACTOR shall only receive payments If CITY finds the Work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the Architect/Engineer and CITY'S Representative will submit a statement stating such to the CITY Manager.

Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all Work; and an Affidavit certifying that all suppliers and Sub-Contractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective Work not remedied.

- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- C. Failure of CONTRACTOR to make payments properly to Sub-Contractors or for material or labor.
- D. Damage to another CONTRACTOR not remedied.
- E. Liquidated damages and costs incurred by CITY for extended construction administration.

When the above grounds are removed or resolved satisfactorily to the CITY, payment may be made.

Final payment constituting the entire unpaid balance of the Contract sum shall be paid by CITY to the CONTRACTOR within thirty (30) days after completion of all Work, Contract fully performed and a final certificate for payment has been issued by the CITY'S representative.

**ARTICLE 7. MISCELLANEOUS**

7.1 Conflict: Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall control.

7.2 Independent Contractor: CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents or sub-contractors of the CITY and CONTRACTOR shall be responsible for any actions of its officer, employees, agent and subcontractors. This Contract shall not constitute or make the parties a partnership or joint venture.

7.3 Qualifications: CONTRACTOR, and the individual executing this Contract on behalf of the CONTRACTOR, warrants to the CITY that the CONTRACTOR is a Florida (corporation sole proprietorship, etc.) in good standing, and that the CONTRACTOR has all the required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described. CONTRACTOR shall insure that all Sub-Contractors have all required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the Work herein described.

7.4 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract contains the entire understanding of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any

term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall control.

7.5 Third Party Beneficiaries: Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third-party shall be entitled to assert a claim against either of them based upon this Contract.

7.6 Notices: All notices required in this Contract shall be sent by certified mail, return receipt requested and, if sent to the CITY shall be mailed to:

City of Miami Gardens  
Attn: City Manager  
1515 NW 167<sup>th</sup> Street, Suite 200  
Miami Gardens, FL 33169

With a Copy to: City Attorney  
C/O City of Miami Gardens  
1515 NW 167<sup>th</sup> Street, Suite 200  
Miami Gardens, FL 33169

And if sent to the CONTRACTOR shall be mailed to:

Name: Groundkeepers, Inc.  
Address: 8004 NW 154<sup>th</sup> Street  
Address: Suite 330  
City, State & Zip: Miami Lakes, FL 33016  
Contact Person: Andrew J. Gonzalez

Fed. ID# 74-3055634  
Telephone # 305-825-1712  
Fax # 305-825-1713  
Title: President

7.7 Assignment and Performance: Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the Work required by this Contract except as authorized in the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.8 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of

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

7.9 Severance: In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10 Applicable Law and Venue: This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all Sub-Contractors to the provisions of this Contract.**

7.11 Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

7.12 Amendments: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR.

7.13 Prior Contracts: This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

7.14 Future Litigation: Contractor certifies that it shall notify the City within five (5) days of the receipt of any claims, lawsuits, or actions filed against Contractor relating to any construction projects, work or tasks either performed by Contractor or to be performed by Contractor.

7.15 Risk of Loss; Ownership: The risk of loss, injury or destruction of any personal property, including but not limited to the \$104,000.00, shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon final acceptance of the Work by CITY.

7.16 Indemnification: Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent ( 1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

CONTRACTOR:

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

Print Name: \_\_\_\_\_

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

Seal:

ATTEST:

\_\_\_\_\_

**City Clerk**

CITY OF MIAMI GARDENS

\_\_\_\_\_

**City Manager**

APPROVED AS TO FORM:

\_\_\_\_\_

CITY Attorney

Dated:

NW 167th STREET & NW 13TH AVENUE S.R. 826 LANDSCAPE IMPROVEMENTS

ITB#10-11-038(A) re-bid

May 5, 2011 @ 2:00 p.m.

Bid Tabulation

Item	Est. Qty	Ground Keepers, Inc. Miami Lakes, FL		Ameri-Pride Inc Clearwater, FL		Arazoza Brothers Homestead, FL		Weekley Asphalt Pembroke Pines, FL	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
5% Bid Bond		yes		yes		yes		yes	
Gen Cond	1	\$200.00	\$200.00	\$500.00	\$500.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00
MOT	1	\$700.00	\$700.00	\$0.00	\$0.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00
Gates	2	\$617.00	\$1,234.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,990.00	\$3,980.00
<b>Sub Total</b>			<b>\$2,134.00</b>		<b>\$3,500.00</b>		<b>\$16,000.00</b>		<b>\$15,980.00</b>
Bismark	16	\$149.00	\$2,384.00	\$537.00	\$8,592.00	\$900.00	\$14,400.00	\$969.00	\$15,504.00
Copperpod	22	\$247.00	\$5,434.00	\$399.00	\$8,778.00	\$290.00	\$6,380.00	\$408.00	\$8,976.00
B Bouquet	48	\$27.00	\$1,296.00	\$16.00	\$768.00	\$50.00	\$2,400.00	\$56.00	\$2,688.00
Sabal	92	\$199.00	\$18,308.00	\$166.50	\$15,318.00	\$200.00	\$18,400.00	\$180.00	\$16,560.00
Montgomery	50	\$97.00	\$4,850.00	\$225.50	\$11,275.00	\$275.00	\$13,750.00	\$255.00	\$12,750.00
<b>Sub Total</b>			<b>\$32,272.00</b>		<b>\$44,731.00</b>		<b>\$55,330.00</b>		<b>\$56,478.00</b>
Bougainville	315	\$8.99	\$2,831.85	\$8.25	\$2,598.75	\$12.00	\$3,780.00	\$14.65	\$4,614.75
Ficus	2210	\$7.99	\$17,657.90	\$5.62	\$12,420.20	\$8.50	\$18,785.00	\$8.95	\$19,779.50
Firebush	2110	\$7.99	\$16,858.90	\$5.99	\$12,638.90	\$8.00	\$16,880.00	\$8.30	\$17,513.00
Flax Lily	1061	\$7.99	\$8,477.39	\$5.99	\$6,355.39	\$8.00	\$8,488.00	\$8.30	\$8,806.30
Necklace Pod	1615	\$8.99	\$14,518.85	\$7.49	\$12,096.35	\$8.00	\$12,920.00	\$11.50	\$18,572.50
<b>Sub Total</b>			<b>\$60,344.89</b>		<b>\$46,109.59</b>		<b>\$60,853.00</b>		<b>\$69,286.05</b>
Bahia Sod	616	\$1.20	\$739.20	\$4.50	\$2,772.00	\$2.52	\$1,552.32	\$2.50	\$1,540.00
<b>TOTAL LAND.</b>			<b>\$95,490.09</b>		<b>\$97,112.59</b>		<b>\$133,735.32</b>		<b>\$143,284.05</b>
Alternate									
Bahia Sod	1585	\$1.20	\$1,902.00	\$4.50	\$7,132.50	\$2.88	\$4,564.80	\$2.50	\$3,962.50
Pro-5 Weed	2700	\$0.15	\$405.00	\$2.20	\$5,940.00	\$5.00	\$13,500.00	\$2.70	\$7,290.00
1 Yr Main.	12	\$777.00	\$9,324.00	\$500.00	\$6,000.00	\$1,250.00	\$15,000.00	\$2,525.00	\$30,300.00
<b>TOTAL ALT.</b>			<b>\$11,631.00</b>		<b>\$19,072.50</b>		<b>\$33,064.80</b>		<b>\$41,552.50</b>
<b>TOTAL PROJ</b>			<b>\$107,121.09</b>		<b>\$116,185.09</b>		<b>\$166,800.12</b>		<b>\$184,836.55</b>

Roadrunner Professional Service nonresponsive - bid bond was not submitted; wrong bid form submitted

This is only a tabulation of prices submitted and is not an indication of award or responsiveness



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	June 22, 2011		<b>Item Type:</b>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>
<b>Fiscal Impact:</b>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>
	X		<b>Public Hearing:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b> <b>No</b>
<b>Funding Source:</b>	CMG Stormwater Fund (25%)/ Natural Resources Conservation Services Grant (75%)		<b>Advertising Requirement:</b>	<b>Yes</b>	<b>No</b> X	
<b>Contract/P.O. Required:</b>	<b>Yes</b> X	<b>No</b>	<b>RFP/RFQ/Bid #:</b>			
<b>Strategic Plan Related</b>	<b>Yes</b>	<b>No</b> X	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>		
			Enhance Organizational <input type="checkbox"/>			
			Bus. & Economic Dev <input type="checkbox"/>			
			Public Safety <input type="checkbox"/>			
			Quality of Education <input type="checkbox"/>			
			Qual. of Life & City Image <input type="checkbox"/>			
			Communication <input type="checkbox"/>			
<b>Sponsor Name</b>	Dr. Danny O. Crew, City Manager		<b>Department:</b>	Public Works		

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE, IN THE AMOUNT OF ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00), FOR THREE (3) CANAL BANK IMPROVEMENT PROJECTS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING A TWENTY-FIVE PERCENT (25%) MATCH OF THE TOTAL PROJECT COST FROM THE CITY'S STORMWATER FUND; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

Background

In 2005, the City of Miami Gardens was impacted by several hurricanes, among them Hurricane Wilma. During the aforementioned storm season, heavy rainfall and wind caused significant damaged to the

**ITEM K-2) CONSENT AGENDA  
RESOLUTION  
Canal Bank Improvments Projects**

secondary canal system within our municipality. Among the damages were undermined and unstable stream banks, water control structures and public infrastructures, as well as debris-clogged stream channels.

In April 2011, Public Works learned of available grant funds through the Emergency Watershed Protection (EWP) program that's to be used to relieve imminent hazards to life and property caused by Hurricane Wilma. Immediately, staff began meeting with the appropriate representatives to determine the eligibility of the damaged areas within Miami Gardens.

The United States Department of Agriculture's (USDA) Natural Resources Conservation Services (NRCS) administers the Emergency Watershed Protection (EWP). The purpose of the EWP program is to assist sponsors (i.e. City of Miami Gardens) to implement emergency measures to relieve imminent hazards to lives and property created by a natural disaster. Funded activities may include removal of debris from streams, protection of destabilized stream banks; establishing cover on critically eroding lands; or undertaking emergency measures, including soil erosion prevention, to safeguard lives and property from flood or any other natural occurrence that causes a sudden impairment of the watershed.

### Current Situation

A Project Agreement between the City and NRCS is required in order to receive financial assistance granted. The agreement states the terms and conditions upon which the assistance will be provided, and the understandings as to the manner in which the project will be undertaken and completed.

The proposed work will be completed within the three canals shown in Attachment B. Specifically, Carol City Canal B between NW 191 Street and NW 199 Street (Project Site 1), the confluents of Carol City Canal A and Real Site Canal (Project Site 2), and the NW 17 Avenue Canal from NW 167 Street to NW 168 Terrace (Project Site 3):

**Project Site 1:** Sedimentation removal between NW 191 Street and NW 199 Street, repair/replacement of the culvert headwall located at the south side of NW 191 Street and the south side of NW 199 Street, repair as needed of headwall for small outfalls on the east side of the canal, and limited bank stabilization not exceeding 200 linear feet.

**Project Site 2:** Sedimentation removal and canal bank stabilization approximately 350 feet north and south of the Real Site Canal, and 350 feet to the west of the Carol City Canal A, and repair/replacement of the outfall headwall behind property address 18535 NW 39 Court.

**Project Site 3:** Sedimentation removal, canal bank stabilization on the west side of the canal, and guardrail removal and installation on the west side of the canal.

The total estimated cost for these projects is approximately \$1,300,000, in which the City is required to match 25% of the total cost. The City's match will be funded through the Stormwater Fund; hence, there is no impact to the General Fund.

**Proposed Action:**

It is recommended that City Council approve the proposed resolution authorizing the City Manager to execute the Project Agreement with Natural Resources Conservation Services, as well as all future documents required under this agreement. It is also recommended that City Council approve the expenditure of the required 25% match from the Stormwater Fund.

<b>Attachment:</b>
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Attachment A: Project Agreement  
Attachment B: Project Location Map

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 CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE, IN THE AMOUNT OF ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00), FOR THREE (3) CANAL BANK IMPROVEMENT PROJECTS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING A TWENTY-FIVE PERCENT (25%) MATCH OF THE TOTAL PROJECT COST FROM THE CITY'S STORMWATER FUND; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, heavy rainfall and wind from several hurricanes has caused significant damage to the secondary canal systems in the City of Miami Gardens, and

WHEREAS, the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS) administers the Emergency Watershed Protection (EWP) to assist with the implementation of emergency measures to relieve eminent hazards created by natural disasters, and

WHEREAS, City staff recommends that the City enter into an Agreement with NRCS to complete three (3) canal bank improvement projects to repair damage caused by hurricanes, and

WHEREAS, the estimated total cost of these projects is One Million Three Hundred Thousand Dollars (\$1,300,000.00) in which the City is required to match twenty-five percent (25%) of the total cost, and

WHEREAS, the City's match will be allocated from the Stormwater Fund,

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



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

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

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

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

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

STATE: Florida  
PROJECT: 5046  
AGREEMENT NO.: 69-4209-11-1770

UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE  
PROJECT AGREEMENT

**LOCALLY LED CONTRACTING**

THIS AGREEMENT is hereby entered into by and between the City of Miami Gardens hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by Hurricane Wilma.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following described works of improvement are to be constructed at an estimated cost not to exceed \$1,300,000.

<u>Location</u>	<u>Description</u>	<u>DSR No.</u>
Carol City Canal B from 191 Street to 199 <sup>th</sup> Street	Stabilize canal bank and remove sediment to prevent erosion, improve water quality, and protect property.	MG-WIL-001
Junction of Carol City Canal A and Real Site Canal	Stabilize canal bank and remove sediment to prevent erosion, improve water quality, and protect property.	MG-WIL-002
NW 17 <sup>th</sup> Avenue Canal	Stabilize canal bank and remove sediment to prevent erosion, improve water quality, and protect property.	MG-WIL-002

- B. THE SPONSOR WILL:

1. Provide for accomplishment of the works of improvement described in Section A and provide for their completion by January 8, 2012. The Sponsor shall provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment.

2. Provide abstracts of bids to NRCS for review and comment prior to award.
3. Costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible for reimbursement.
4. Provide cash contribution for any portion of the required 25% of the actual eligible cost of constructing the works of improvement described in Section A not provided by in-kind construction services described in B.5.
5. If approved by NRCS, the sponsor may provide in-kind construction services (materials, labor, and equipment). The Sponsor shall develop a Plan of Operation for all in-kind construction services performed. The Plan of Operation shall be submitted to NRCS for review and approval prior to commencement of construction. In-kind construction services for equipment shall not exceed published FEMA rates unless otherwise documented and concurred in advance by NRCS. In-kind technical services will not be reimbursed for in-kind construction services provided by the Sponsor.

The following documentation is required to support the Sponsor's request for in-kind construction services:

- a. Invoices covering actual costs of materials.
  - b. Records showing materials actually used on the work and disposition of excess materials.
  - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for the works of improvement.
  - d. Equipment operating records showing the hourly rate, hours of operation, and dates actually used to install the eligible works of improvement. Equipment idle time, even if at the job site, is not reimbursable.
6. Actual cost of construction will consist of eligible construction costs from contracts awarded to contractors plus eligible Sponsor in-kind construction costs of materials, labor, and equipment. The Sponsor shall provide NRCS records to support construction costs incurred by the Sponsor.
  7. Eligible costs include those measures identified in the Damage Survey Report. Work over, under, and through roadways are not eligible costs. Final eligible construction costs will be agreed upon during the pre-design conference.
  8. Provide in-kind technical services (survey the site, design the project, develop engineering plans and specifications, let and administer contracts, inspect work performed, certify the completed work, and prepare as-built drawings). The maximum value of in-kind technical services that will be reimbursed to the Sponsor will not exceed 7.5 percent of the *actual* eligible construction cost from contracts for constructing the emergency watershed protection measures described in Section A and in accordance with Section B.5 and B.6 of this agreement. Costs for in-kind technical services utilized for Sponsor in-kind construction services are not eligible for reimbursement.
  9. Acquire needed real property rights (land and water), permits, and licenses in accordance with Local, State and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for

works of improvement described in Section A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement.

10. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the works of improvement described in Section A.
11. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract(s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any moneys due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.
12. Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.
13. Within sixty (60) days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS.
14. Within thirty (30) days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include but not limited to obtaining landrights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.
15. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.
16. Prior to commencement of work and/or solicitation of bids, submit for NRCS review the Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements.
17. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference, and the QAP. One set of the final plans, specifications and QAP shall be submitted to NRCS for final review and concurrence prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida.
18. Provide construction inspection in accordance with the QAP.

19. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred in by NRCS.
20. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
21. Designate an individual to serve as liaison between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. This information will be furnished in writing to NRCS.
22. The Sponsor liaison will submit a brief progress report via e-mail to the NRCS Emergency Watershed Program Manager and the NRCS liaison every two weeks after the project agreement is signed by both parties. The report shall include but not limited to the progress of survey, design, procurement and construction.
23. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Florida and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B to this agreement.
24. Arrange for and conduct final inspection of the works of improvement. The NRCS Liaison, the Sponsor's Liaison, and the Sponsor's design engineer shall participate in the final inspection. A Professional Engineer registered in the State of Florida furnished by the Sponsor shall certify that the project was installed in accordance with contractual requirements.
25. For structural measures, prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan prior to completion of construction. Upon completion of the work, the Sponsor shall assume responsibility for O&M of the works of improvement installed.
26. If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
27. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor. The engineer furnished by the Sponsor shall certify final quantities.
28. Pay the contractor as provided in the contract(s).
29. Submit copies of billings for reimbursement to NRCS on Form SF-270, "Request for Advance or Reimbursement" on a monthly but not less than quarterly (March, June, September, and December) basis. All requests for reimbursement shall include all appropriate and complete documentation to support the reimbursement request. The required supporting documentation for in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material invoices.

30. When requested by NRCS, submit quarterly accrual reports for the total cumulative construction costs and in-kind technical services costs incurred or will incur for the quarter requested for the eligible works of improvement described in Section A. The cumulative value of work (construction costs and in-kind technical services) includes the total of all payments previously paid, payments that are pending, and work performed and estimated to be performed through the end of the quarter requested.
31. Administer their action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other rules referenced in 7-CFR 3015.
32. Comply with the nondiscrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Nonsegregated Facilities clause, Form SCS-AS-818, attached hereto as Attachment B.
33. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
34. Retain all records dealing with the award and administration of contract(s) for three (3) years from the date of the sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (3) year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
35. Be responsible for all administrative expenses (including but shall not be limited to facilities, clerical expenses), and legal counsel necessary including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
36. Provide 100 percent of the costs of works of improvement not eligible for federal cost share.
37. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing no less than thirty (30) days prior to the expiration date of the agreement, specified in Section B.1. A request for a time extension must be supported by (1) a statement documenting why the project was not completed on schedule, (2) justification for the need of an extension and why it would be in the best interest of the government; (3) a plan detailing how the project will be successfully completed if extended, (4) a revised schedule (inclusive of dates) by work tasks through project completion. The written, signed request should be submitted to the Florida Emergency Watershed Protection Program Manager, Jesse Wilson, at USDA-NRCS Florida State Office, 2614 NW 43<sup>rd</sup> Street, Gainesville, FL 33606.
38. Complete all required work under this agreement, including but not limited to construction of works of improvement, final inspection, payment to all contractors, submissions of as-built drawings, and certification of final quantities.

C. NRCS WILL:

1. Provide 75 percent of the *actual* eligible cost of constructing the emergency watershed protection measures described in Section A and computed as described in B.6.

2. Provide the value of the Sponsor in-kind technical services not to exceed 7.5 percent of the *actual* eligible construction cost from contracts for constructing the works of improvement described in Section A and computed as described in B.8.
3. Assist Sponsor and Sponsor's engineer establish design parameters and approve and concur in same as set forth in Section B.13.
4. Determine eligible construction costs during the pre-design conference.
5. Review abstracts of bids and provide comments to Sponsor prior to award.
6. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.
7. Make payment to the Sponsor covering NRCS's share of the cost, upon receipt and approval of Form SF-270, Request for Advance or Reimbursement and supporting documentation.
8. Upon notification of the completion of construction, NRCS shall promptly review the performance of Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.
9. Designate an individual to serve as liaison between the NRCS and the Sponsor. The major duties, responsibilities and authorities of the liaison will be to review and concur with specifications and drawings for the works of improvement described in Section A, assist in the final inspection of the works of improvement, certify along with the Sponsor's Registered Professional Engineer when all work has been completed according to the specifications and drawings, and review the SF-270 and supporting documents, approve, sign, and submit the SF-270 and supporting documents to NRCS for reimbursement to the Sponsor.
10. Review, comment and concur on preliminary and final plans, specifications, and QAP as described in Sections B.14, B.15, B.16, and B.17.

D. IT IS MUTUALLY AGREED:

1. This agreement shall become null and void one hundred and eighty (180) calendar days after the date NRCS has executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.
2. This agreement shall be effective upon signature by NRCS. All work required under this agreement shall be completed in accordance with B.1. Any change in the effective dates of this agreement must be by written amendment and signed by the parties prior to the expiration date.
3. That each party shall review, comment, and concur with the engineering drawings, construction specifications, and QAP as identified in Sections B.14, B.15, B.16, and B.17 of this agreement.
4. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.

5. Payment under this agreement will be by electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
6. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
7. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.
8. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
9. Designated Liaisons may make adjustments to and between individual projects cost without amendment so long as the total estimated amount described in A of this agreement is not exceeded.
10. This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature (followed promptly by an original executed counterpart) shall be deemed receipt of an original.
11. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
12. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member of the Sponsor. They also shall not assist the Sponsor or any member the Sponsor with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor, or any member of the Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
13. Employees of the Sponsor shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

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E. APPROVED:

City of Miami Gardens

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

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

Date: \_\_\_\_\_

TIN: \_\_\_\_\_

Signatory Official is authorized to make this commitment on behalf of City of Miami Gardens.

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

\_\_\_\_\_  
(Date)

UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

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

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

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_

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**ATTACHMENT A – SPECIAL PROVISIONS**

- I. DRUG-FREE WORKPLACE CERTIFICATION
- II. CERTIFICATION REGARDING LOBBYING
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS
- IV. CLEAN AIR AND WATER CERTIFICATION
- V. ASSURANCES AND COMPLIANCE
- VI. EXAMINATION OF RECORDS

**ATTACHMENT A – SPECIAL PROVISIONS**

Sponsor agrees to comply with the following special provisions which are hereby incorporated into this Agreement.

**I. Drug Free Workplace**

By signing this Agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Department of Agriculture Natural Resources Conservation Service (hereinafter “Service”), in addition to other remedies available to the Federal Government, may take action under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation (21 C.F.R. §§ 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal and State criminal drug statutes;

Criminal drug statute means a Federal or State criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a Sponsor directly engaged in the performance of work for which the Service is providing funding, including (i) All direct charge employees; (ii) All indirect charge employees, unless their impact or involvement is insignificant to the work performed by the Sponsor; and (iii) Temporary personnel and consultants who are directly engaged in the work performed by the Sponsor and who are on the Sponsor’s payroll. This definition does not include workers not on the payroll of the Sponsor (e.g., volunteers, even if used to meet matching requirements; consultants or independent contractors not the Sponsor’s payroll, or employees of subrecipients or subcontractors in covered workplaces).

**CERTIFICATION.**

- A. The Sponsor certifies that it has or will continue provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sponsor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The danger of drug abuse in the workplace;
    - (2) The Sponsor’s policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the Program be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment by the Sponsor, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the Sponsor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the Service in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Service officer or other designee on whose Sponsor activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identification number(s) of the Sponsor.
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).
  - (h) Agencies shall keep the original of all disclosure reports in the official files of the agency.
- B. The Sponsor may provide a list of the site(s) for the performance of work done in connection with the Program described in this Agreement.

## II. Certification Regarding Lobbying (7 C.F.R. § 3018) (Applicable if this agreement exceeds \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, and officer or employee of Congress, or 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 or will be 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.
- (3) The Sponsor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) 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 prerequisite 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.

## III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions, (7 C.F.R. § 3017)

- (1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, 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 commission of embezzlement, theft, forgery, bribery, falsification or destruction of awards, making false statements, or receiving stolen property;
  - (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental 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 cooperative agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the primary Sponsor is unable to certify to any of the statements of this certification, such prospective participant shall attach an explanation to this Agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Sponsor signatory to this Agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is \_\_\_\_\_, is not \_\_\_\_\_ listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this Agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating any facility which he/she proposes to use for the performance of the agreement under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or the agreement is not otherwise exempt.)

A. The Sponsor agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. § 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this Agreement by the Service.
- (2) That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Agreement was signed by the Service unless and until the EPA removes the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities at which the work under this Agreement is being performed.

- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.

B. The terms used in this clause have the following meanings:

- (1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. § 1857 et seq., as amended by Public Law 91-604).
- (2) The term “Water Act” means the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq., as amended by Public Law 92-500).
- (3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. § 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. § 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. § 1857c-7(d)).
- (4) The term “clean water standards” means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. § 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. § 1317).
- (5) The term “compliance” means compliance with the clean air or water standards. Compliance shall also mean compliance with the schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or any air or water pollution control issued pursuant thereto.
- (6) The term “facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased or supervised by a Sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

## V. Assurance and Compliance

As a condition of the grant or cooperative agreement, the Sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 C.F.R. §§ 3015, 3016, 3017, 3018, 3019 and 3052, which are hereby incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, papers, or documents related to this Agreement under the procedures set forth under Section (C)(8) of the Agreement. Retain all records related to this Agreement for a period of three years after the completion of the terms of this Agreement in accordance with the applicable OMB Circular.

**ATTACHMENT B - SPECIAL PROVISIONS**

- I. EQUAL OPPORTUNITY (SCS-AS-83)
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

**ATTACHMENT B - SPECIAL PROVISIONS**

**CONSTRUCTION**

**I. EQUAL OPPORTUNITY**

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

**II. EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)**

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 'The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions:

Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

**III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

**IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS**

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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**VI. CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE - The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. ‘Covered area’ means the geographical area described in the solicitation from which this contract resulted;
  - b. “Director” means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. “Employer identification number’ means the Federal Social Security number used on the Employees Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. “Minority” includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of die Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The’ overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting s goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was

taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in a file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and its action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations to schools with minorities and female students and to minority and female recruitment and training organizations, serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests to be

- used in the selection process. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractors workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractors obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor adherence to and performance under the Contractors EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in achieving one or more of the affirmative action obligations (Paragraphs 7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participants may be asserted as any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

City of  
Miami Gardens



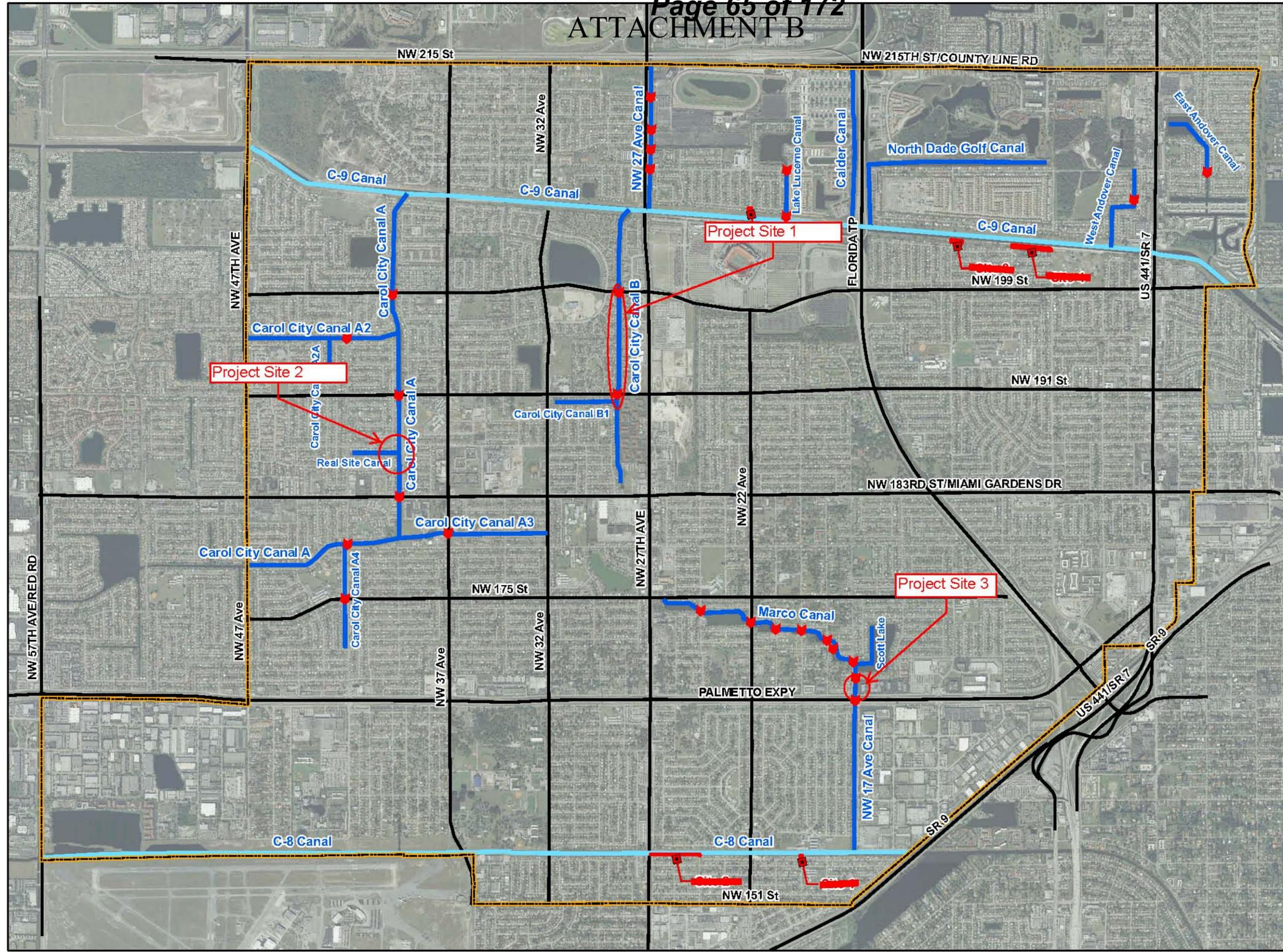
Canal System

Legend

- City Boundary
- Major Roads
- Canals**
  - Primary
  - Secondary
- Culverts
- Additional Sites



1 inch = 2,400 feet  
Created: April, 2010





**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	<b>June 22, 2011</b>		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> <b>X</b>	<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>
		<b>X</b>		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>
<b>Funding Source:</b>	<b>N/A</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>
<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>		
	<b>X</b>					
<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"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  N/A		
		<b>X</b>				
<b>Sponsor Name</b>	<b>Dr. Danny Crew, City Manager</b>		<b>Department:</b>	<b>Community Development</b>		

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH RES-CARE, INC., FOR THE RECRUITMENT OF MIAMI JOB CORPS CENTER STUDENTS FOR THE CITY'S FEDERALLY FUNDED CONSTRUCTION PROJECTS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

**Background**

On July 28, 2010, City Council adopted Resolution No. 2010-129-1310 which adopted the Section 3 Plan for the City of Miami Gardens. (Section 3 of the Housing and Urban Development Act of 1968 exists to

**ITEM K-3) CONSENT AGENDA  
RESOLUTION  
MOU w/ Res-Care, Inc.**

ensure that employment and other economic opportunities generated by US Department of Housing and Urban Development (HUD) shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income individuals and businesses) The adopted policy stated that the City would optimize the recruitment, employment and utilization of low- and very low-income residents and other eligible persons and business by contractors engaged in carrying out HUD funded activities.

In past discussions, the City Council has expressed its determination to encourage local resident employment for all City projects (regardless of funding source). In July 2009, in an effort to promote a collaborative partnership and increase business opportunities to City of Miami Gardens' businesses, the City hosted a mandatory meeting for City-approved General Contractors. (Many of the local vendors are also residents.) At that meeting, local specialty tradesmen were provided the opportunity to partner with these approved General Contractors for trade specific work (i.e. plumbing, landscaping, electrical engineering, etc.) in future construction projects including the Neighborhood Stabilization Program which renovates recently purchased foreclosed properties for resale to first-time homebuyers. To date, there has been no evidence of local vendor contracting.

Last year, the City also hosted two job fairs: Census Complete Count Campaign and Lot Clearing Services for City-owned Property. While both job fairs resulted in a minimal number of short term employment opportunities for local residents, the quantity of employment-seeking individuals far outweighed the number of available jobs.

In the past , the City has attempted to act as a conduit between contractors and job seekers to connect people to the available construction jobs. However, that has proved ineffective for several reasons: (1) the City does not have the available resources to qualify job seekers as potential candidates for employment i.e. skill training, screening applicants and verification of certifications/licenses; (2) the City does not have an available labor pool of skilled workers who would qualify under the specified contractors' and HUD's respective requirements i.e. income restrictions, experience/training; and (3) the City does not have an established system of performance and statistical monitoring. (Monitoring is an integral step in order to remain in compliance with HUD's requirements and the City's adopted Section 3 Plan.)

In order to meet the mandated Section 3 requirement and offer a viable mechanism to carry out the City's desire to hire more local workers, staff contacted Miami Job Corps (Res-Care, Inc.). Miami Job Corps offers an established model of career and academic training to low and very low income individuals in various skilled construction trades and construction administration. Job Corps is an excellent resource in providing job seekers with the necessary training, and connecting them with businesses and their surrounding communities. They are also responsible for performance and statistical monitoring.

## Current Situation

The proposed partnership with Miami Job Corps is an effort to address the high unemployment rate and link more City projects to Miami Gardens resident who are job seekers. Job Corps is the nation's largest residential academic, education, career training and vocational training program for economically disadvantaged youth. The Miami Gardens' based Job Corps Center offers 10 Career Trades including construction specialty trades and administrative positions.

The Job Corps program offers eligible young people ages 16 through 24 educational and vocational training at no cost. Job seekers over the age of 24 are eligible for employment but not training. Job Corps will, at no cost, qualify those persons as an eligible candidate for employment and proceed to monitor their performance.

This partnership will ensure that all future City projects (federally funded or otherwise) will be referred to Job Corps as a database for potential job seekers. Per the MOU, Job Corps will give Miami Gardens residents first priority for job placement. It is imperative to not only seek the help of Job Corps in the employability of the local workforce but also assist in the monitoring and reporting of our efforts via statistical information.

The attached Memorandum of Understanding (MOU) addresses both parties' intent to create a labor pool of skilled tradesmen available for hire on construction projects funded in whole or in part with HUD funds for housing construction, housing rehabilitation, commercial construction, commercial rehabilitation and public improvements. Upon execution of this MOU, Community Development Staff will initiate a follow-up meeting with all approved General Contractors that work on CDBG & NSP funded housing rehabilitation projects to establish the required contacts. With the establishment of a viable job seeker database, the City anticipates greater participation by unemployed residents in these projects.

### **Proposed Action:**

That the City Council adopt the attached resolution authorizing the City Manager to execute the Memorandum of Understanding between the City of Miami Gardens and Res-Care, Inc. for job recruitment and referrals for various construction projects.

### **Attachment:**

- Attachment A – Memorandum of Understanding

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 CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH RES-CARE, INC., FOR THE RECRUITMENT OF MIAMI JOB CORPS CENTER STUDENTS FOR THE CITY'S FEDERALLY FUNDED CONSTRUCTION PROJECTS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a Community Development Block Grant (CDBG) Entitlement City, the City Council adopted Resolution No. 2010-129-1310, which established the City's Section 3 Action Plan, and

WHEREAS, the Section 3 Action Plan outlines the policies, in which the City will follow to ensure that employment opportunities are directed to low and very-low income individuals, and

WHEREAS, in order to meet the mandated Section 3 Action Plan requirements, City staff contacted Res-Care, Inc. to establish a partnership to recruit eligible individuals for various construction projects within the City, and

WHEREAS, Res-Care, Inc. operates the Miami Job Corps Center, on behalf of United States Department of Labor, and offers academic and job training to low and very-low income individuals in various skilled construction trades, and

WHEREAS, Res-Care, Inc. will refer eligible interns and graduates from the Miami Job Corps Center for employment on the City's federally funded construction projects, and

WHEREAS, the proposed partnership with Res-Care, Inc. will address the City's high unemployment rate,

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

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

38 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
39 hereby authorizes the City Manager and City Clerk to execute and attest, respectively  
40 that certain Memorandum of Understanding with Res-Care, Inc., for the recruitment of  
41 Miami Job Corps Center students for the City's federally funded construction projects, a  
42 copy of which is attached hereto as Exhibit "A".

43 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
44 authorized to obtain two (2) fully executed copies of the subject Memorandum of  
45 Understanding with one (1) to be maintained by the City, and one (1) to be delivered to  
46 Res-Care, Inc.

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

49 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
50 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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SHIRLEY GIBSON, MAYOR

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

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

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

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

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

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Miami Gardens Department of Community Development (“City”) having an address of 1515 NW 167 Street, Building 5, Suite 200 Miami Gardens, FL and Res-Care, Inc. which operates the Miami Job Corps Center (“Res-Care, Inc.”) on behalf of the U.S. Department of Labor having an address of 3050 NW 183 Street Miami Gardens, FL 33056.

**RECITALS**

**WHEREAS**, this MOU is developed in response to the agreement made amongst the City and Res-Care, Inc. which operates the Miami Job Corps Center (Res-Care, Inc.) on behalf of the U.S. Department of Labor; and

**WHEREAS**, the mission of the City of Miami Gardens’ Department of Community Development is to utilize the grant funds it receives to aid in the development of viable urban communities by providing and expanding economic opportunities, principally for persons of low and moderate income; and

**WHEREAS**, the agreement herein is supported by the U.S. Department of Housing and Urban Development and meets its national objective to provide support to low and very low income areas and the Job Corps Policy & Requirements Handbook (PRH);

**WHEREAS**, the objective of the MOU is to partner with Res-Care, Inc. which operates the Miami Job Corps Center (Res-Care, Inc.) on behalf of the U.S. Department of Labor to create a labor pool of skilled tradesmen available for hire on construction projects funded by whole or in part by HUD funds, including but not limited to CDBG, HOME, HOPWA, ESG, NSP and programs funded by the American Recovery and Reinvestment

Act of 2009 (ARRA) for housing construction, housing rehabilitation, commercial construction, commercial rehabilitation and public improvements; and

**WHEREAS**, the execution of this MOU will establish authorization and agreement by both parties to enter into the said MOU,

NOW, THEREFORE, and consideration of the premises and mutual covenants herein named, the parties are to agree as follows:

**ARTICLE I**

**PURPOSE**

1.1 It is the policy of the City of Miami Gardens to require its contractors and subcontractors to provide equal employment opportunities. The City awards contracts to contractors, vendors, and suppliers that create employment and business opportunities for the residents of the City of Miami Gardens and other qualified low and very low-income persons residing in the City.

1.2 The purpose of this Memorandum of Understanding is to establish a labor pool where the City can utilize Res-Care, Inc.'s skilled trade interns and graduates as tradesmen available for hire by contractors and subcontractors assigned to the City's federally funded construction projects.

**ARTICLE II**

**TERM OF THE MOU**

2.1 The term of the MOU shall commence on the last date of execution by the parties and continue unless terminated by either party to pursuant to Article V below.

2.2 This MOU may be revised or amended if a change in policy occurs.

2.3 The parties agree that time is of essence in the performance of every obligation under this MOU.

**ARTICLE III**

**RESPONSIBILITIES OF THE PARTIES**

3.1 CITY'S Responsibilities. The City hereby agrees as follows:

(a) To refer City contractors and subcontractors to Res-Care, Inc., as the preferred employment agency for workforce hiring;

(b) To assist in marketing the available labor pool with the awarded contractors and subcontractors;

(c) To participate in and monitor program activity and performance with the awarded contractors;

(d) Report program activity and performance to the appropriate regulatory agency;

(e) To cooperate fully with the parties of this MOU in the implementation in achieving the purposes of the this MOU; and

(f) To adhere to the strict regulations established by its respective funding agencies.

3.2 RES-CARE, INC.'S Responsibilities. Res-Care, Inc. hereby agrees as follows:

(a) To provide low and very low income persons that are qualified, trained interns and graduates of a construction career certificate program as requested to awarded contractors and subcontractors;

(b) To make every effort to offer low and very low-income persons that are also Miami Gardens' residents first priority for job placement;

(c) To assist the CITY in meeting its employment and training goals listed in the Section 3 Plan of the Housing and Urban Development Act of 1968, attached as Exhibit A of the MOU;

(d) To monitor, collect and report the income levels of program participants to ensure compliance with Section 3 of the Housing and Urban Development Act of 1968;

(e) To collect, document and maintain data of program participants as proof of program eligibility;

(f) To submit written quarterly and annual reports of the program to the City;

(g) To cooperate fully with the parties of this MOU in the implementation of achieving the purposes of this MOU; and

(h) To adhere to the strict regulations established by its respective funding agencies and the program parameters that have yet to be established.

**ARTICLE IV**

**PROJECT MANAGEMENT AND NOTICE**

4.1 The Project Manager for Res-Care, Inc. is Anthony Robinson, Programs Director, Miami Job Corps Center, 3050 NW 183rd Street Miami Gardens, FL 33055. The Project Manager for the City is Antranette Pierre, Economic Development Manager, 1515 NW 167 Street Building 4, Suite 190 Miami Gardens, FL 33169. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers

shall be responsible for overall coordination and oversight relating to the performance of this MOU.

4.2 All notices, demands, or other communications to Miami Job Corps Center under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami Job Corps Center  
Att: Willie Brown, Center Director  
3050 NW 183rd street  
Miami Gardens, FL 33055

All notices, demands, or other communications to the City under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Dr. Danny O. Crew, City Manager  
City of Miami Gardens  
1515 N.W. 167<sup>th</sup> Street, Bldg. 5, Suite 200  
Miami Gardens, Florida 33169

With a copy to:  
Sonja K. Dickens, City Attorney  
1515 N.W. 167<sup>th</sup> Street, Bldg. 5, Suite 200  
Miami Gardens, Florida 33169

The Res-Care, Inc. and the City shall also provide a copy of all notices to the Project Managers. All notices required by this MOU shall be considered delivered upon receipt. Should any party changes its address, written notice of such new address shall promptly be sent to the other parties.

**ARTICLE V**

**TERMINATION/REMEDIES**

5.1 If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other parties shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting party

fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the thirty (30) day time period.

5.2 Any party may terminate this MOU at any time for convenience upon thirty (30) calendar days prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

5.3 This MOU has no third party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

**ARTICLE VI**

**RECORDS RETENTION/OWNERSHIP**

The Res-Care, Inc. and City shall maintain records and each party shall have inspection and audit rights as follows:

6.1 Maintenance of Records. All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, researching or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.

6.2 Examination of Records. All parties of their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only five years from the expiration or termination of this MOU and upon reasonable notice, time and place.

6.3 Extended Availability of Records for Legal Disputes. In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other parties shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

**ARTICLE VII**

**STANDARDS OF COMPLIANCE**

7.1 Res-Care, Inc., the City, their employees, subcontractors, partners and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this MOU to which their activities are subject.

7.2 Res-Care, Inc. and the City shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should Res-Care, Inc. and/or the City assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon both the Res-Care, Inc. and the City.

7.3 All parties assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, sex, marital status, or sexual preference, from participation in, denied the benefits or, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

**ARTICLE VIII**

**RELATIONSHIP BETWEEN THE PARTIES**

8.1 Res-Care, Inc. and the City are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the Res-Care, Inc. and the City, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

**ARTICLE IX**

**GENERAL PROVISIONS**

9.1 Force Majeure. Notwithstanding any provisions of the MOU to the contrary, the parties shall not be held liable for any failure to delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

9.2 Severability. If any term or provision of this MOU shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term and provision of this MOU shall be valid and be enforced to the fullest extent permitted by law.

9.3 Indemnification. Res-Care, Inc. shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or

damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by the Res-Care, Inc. or its employees, agents, servants, partners, principals or subcontractors.

To the extent permitted by law, the City shall indemnify and hold harmless Res-Care, Inc. and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Res-care, Inc. or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the City or its employees, agents, servants, partners, principals or subcontractors. Nothing herein shall be deemed as a waiver of the City's right to sovereign immunity.

9.4 Governing Law; Venue. This MOU shall be construed in accordance with and governed by the laws of the State of Florida, with venue for any action lying solely in Miami-Dade County, Florida.

9.5 Waiver. The failure of either party to this MOU to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this MOU shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

9.6 Assignment. This MOU is not assignable by either party.

9.7 Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this MOU, shall have

any legal validity between the Parties or be binding upon any of them. The Parties acknowledge that this MOU contains the entire understanding and agreement of the Parties. No modifications hereof shall be effective unless made in writing and executed by the Parties hereto with the same formalities as this MOU is executed.

9.8 Captions and Paragraph Headings. Captions and paragraph headings contained in this MOU are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this MOU, nor the intent of any provisions hereof.

9.9 Joint Preparation. The preparation of this MOU has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. It is the Parties' further intention that this MOU be construed liberally to achieve its intent.

9.10 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

9.11 Exhibits are Inclusionary. All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference.

9.12 Attorney's Fees. Should any dispute arise hereunder, the prevailing party shall be entitled to recover all costs, expenses and attorney's fees incurred in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

9.13 Execution. This document shall be executed in two (2) counterparts, each of which shall be deemed an original.

9.14 Miscellaneous Provisions. This MOU shall be executed by the President of Res-Care, Inc. or other corporate officer with proper resolution. Such person designated to sign this MOU on behalf of Res-Care, Inc. represents that he/she has full authority to legally bind Res-Care, Inc., and such person(s) shall be jointly and severally liable for all amounts owing in such representations is untrue.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

**ATTEST:**

**CITY OF MIAMI GARDENS, a  
municipal corporation of the State  
of Florida**

\_\_\_\_\_  
Ronetta Taylor, MMC, City Clerk

\_\_\_\_\_  
Dr. Danny O. Crew, City Manager

Approved as to legal form and sufficiency:

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

**WITNESS:**

**Res-Care, Inc., operator of Miami  
Job Corps Center, a division of the  
U.S. Department of Labor:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
David Waskey  
President, Res-Care, Inc.



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	June 22, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			(Enter X in box)	X			
<b>Fiscal Impact:</b>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
(Enter X in box)		X	(Enter X in box)				
			<b>Public Hearing:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
			(Enter X in box)		X		
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b>	<b>Yes</b>		<b>No</b>	
			(Enter X in box)				
<b>Contract/P.O. Required:</b>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
(Enter X in box)	X						
<b>Strategic Plan Related</b>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> (list the specific objective/strategy this item will address)			
(Enter X in box)		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input 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 Crew, City Manager		<b>Department:</b>	Parks and Recreation			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH INDEPENDENT LIVING COMMUNITY SERVICES, INC., TO ADMINISTER WELLNESS AND FITNESS SERVICES TO SENIOR CITIZENS, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

Background Information

The Parks and Recreation Department is committed to enhancing the lives of senior citizens residing in Miami Gardens. The Department currently has 210 seniors, age 50 and older, enrolled in its Senior Program. The

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MOU w/ Independent Living  
Community Services, Inc.**

participants are very active and want to be engaged in the Department's mission to make Miami Gardens a healthier community. Additionally, the Department launched the SilverSneakers program with 250 participants.

The City executed a Memorandum of Understanding (MOU) with the Key Biscayne Foundation to offer certain classes for seniors (free of charge) at the Betty T. Ferguson Recreational Complex. The classes included *Matter of Balance* and *EnhanceFitness*, and quickly filled to capacity. The Matter of Balance class takes place once per week for 2 hours. This class provides participants with the confidence to view falls as controllable, reduce fall risks, low impact excersises to increase strength and goal setting. The Enhanced Fitness class takes place three times weekly for 1 hour. This class provides attendees with a fun way to obtain improved flexibility and bone density. Participants are engaged in the aforementioned exercise classes with a certified instructor.

## Current Situation

Independent Living Community Services (ILCS) is a healthcare management services company focused on partnering with providers, payors and public sector entities to administer services to elderly populations and individuals with chronic illnesses and/or other special needs. ILCS has reached out to the City of Miami Gardens and provided two Living Healthy workshop series consisting of 2 ½ hour sessions once per week for six (6) weeks. These workshops provided valuable information to our seniors in overall health management.

The Parks and Recreation Department is seeking to not only provide additional fitness classes to Seniors, but to also spread the availability of the classes to various parks throughout the City. To that end, Staff recommends the execution of a MOU with Independent Living Community Services.

By entering into a MOU, ILCS will provide workshops and classes at various recreational facilities at no charge to either the City or participants. This MOU will allow ILCS to offer up to three different classes/workshops. These workshops include Living Healthy, which includes a Diabetes Self-Management Program (6 weeks for 2.5 hours once per week), Matter of Balance (8 weeks for 2 hours once per week), and the possibility of the Fit and Strong Program (8 weeks for 1 hour three times per week) pending grant approval.

The aforementioned programs will take place Monday, Wednesday and/or Fridays at Miami Carol City Park Recreation Building starting at 11am. The classes will be offered to the members of the City's Senior Program first and based upon space availability, will then be extended to any senior that would like to participate. If the classes at this site prove successful, the Department will look to venture to additional park facilities.

## **Proposed Action:**

*That City Council approve the resolution authorizing the City Manager to execute the attached Memorandum of Undertanding between the City and Independent Living Community Services.*

**Attachment:**

- Attachment A- Memorandum of Understanding- Independent Living Community Services
- Attachment B- Addendum to Memorandum of Understanding
- Attachment C- CDSMP License Agreement
- Attachment D- Matter of Balance License Agreement

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

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY  
5 CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN  
6 MEMORANDUM OF UNDERSTANDING WITH INDEPENDENT LIVING  
7 COMMUNITY SERVICES, INC., TO ADMINISTER WELLNESS AND  
8 FITNESS SERVICES TO SENIOR CITIZENS, ATTACHED HERETO AS  
9 EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK;  
10 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;  
11 PROVIDING FOR AN EFFECTIVE DATE.

12  
13 WHEREAS, the City's Parks and Recreation Department currently offers various  
14 fitness and wellness programs for senior citizens, and

15 WHEREAS, Independent Living Community Services, Inc. ("ILCS") has reached  
16 out to City staff with the desire to host wellness workshops at various City recreational  
17 facilities, and

18 WHEREAS, ILCS is a healthcare management services company focused on  
19 partnering with the public sector to administer services to the elderly and individuals  
20 with chronic illnesses and special needs, and

21 WHEREAS, ILCS will provide the services at no cost to both the City and the  
22 participants,

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

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

28 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
29 hereby authorizes the City Manager and City Clerk to execute and attest, respectively  
30 that certain Memorandum of Understanding with Independent Living Community

31 Services, Inc., to administer wellness and fitness services to senior citizens, attached  
32 hereto as Exhibit "A".

33 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
34 authorized to obtain two (2) fully executed copies of the subject Memorandum of  
35 Understanding with one (1) to be maintained by the City, and one (1) to be delivered to  
36 Independent Living Community Services, Inc.

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

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

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SHIRLEY GIBSON, MAYOR

**ATTEST:**

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

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

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

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

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

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

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

69

**EVIDENCE-BASED PROGRAM**  
**INDEPENDENT LIVING COMMUNITY SERVICES, INC**

**MEMORANDUM OF UNDERSTANDING**  
**(MOU)**

This MOU is entered into on \_\_\_\_ / \_\_\_\_ / \_\_\_\_, by and between:

**Independent Living Community Services, Inc. (ILCS)** 5201 Blue Lagoon Dr #270, Miami, FL 33126  
AND

herein known as the City of Miami Gardens

**This MOU will remain effective until** terminated as agreed herein.

This MOU forms a capacity building partnership with ILCS, the lead partner working with the Health Foundation of South Florida (HFSF), and the City of Miami Gardens to implement Stanford University's Chronic Disease Self-Management Program (CDSMP) and Diabetes Self Management Training (DSMT), Matter of Balance (MOB), and other Evidence Based Programs that ILCS and the City of Miami Gardens wish to implement. This MOU serves to define each partner's role and responsibilities. ILCS is a provider under the Healthy Aging Regional Collaborative (HARC), an initiative of HFSF, and they may be offering additional Evidence Based Programs, either HFSF or ILCS will hold the appropriate license from Stanford University for program as well as other licenses needed. The terms below, as related to CDSMP, DSMT, MOB and any Evidence Based Program (EBP) implementation, fidelity and sustainability to the EBP are mutually agreed upon.

**Subject to funding and within reasonable parameters, ILCS Agrees To:**

1. Provide ongoing EBP technical assistance and support to Lay Leaders and partners.
2. Update the EBP, CDSMP, DSMT, MOB Statewide Database of Lay Leaders and follow protocol for protecting confidentiality.
3. Maintain and circulate the EBP, CDSMP, DSMT, MOB Calendar.
4. Serve as a clearinghouse for ordering EBP books and CDs at a discounted rate or provide a "lending library".
5. Facilitate and share information pertaining to program changes, developments and resources.
6. Provide approved marketing materials and sample forms.
7. Participate in EBP projects which seek to explore program reimbursement and sustainability.
8. Coordinate the data collection and evaluation process and provide necessary training.
9. Adhere to the license agreement as set forth by the applicable programs.

**The City of Miami Gardens Agrees To:**

1. Seek technical assistance and support as necessary.
2. Complete the Partner and Lay Leader Contact Information Survey on an annual basis.
3. Post notices of all Participant Workshops and Lay Leader Trainings and work collaboratively with ILCS with regards to planning Lay Leader Trainings and recruitment for all programs offered on-site or in an agreed upon location.
4. Whenever possible, support other partners by providing backup Lay Leaders as needed for both Participant Workshops and Group Leader Trainings.
5. Use approved marketing materials and refer to the Evidence Based Program by its branded name such as: **Living Healthy: Chronic Disease Self-Management Program, Matter of Balance, Diabetes Self Management Training.**
6. Seek funding sources as necessary.
7. Complete and return data collection and evaluation forms within 2 weeks of completing a Participant Workshops.
8. Adhere to the license agreement as set forth by the Stanford University Patient Education Centers..
9. Provide space adequate to the type of program and assist in set-up, securing access, and other physical location issues as needed.

**TERMINATION**

Termination of this MOU without any cause may be made at any time by either partner and shall be done in writing no less than 30 days prior to the termination date.

**AMENDMENT**

This MOU may be amended by written notice signed by persons authorized to act on behalf of the partners. Any amendment shall be attached and become part of this MOU.

**AUTHORIZED PARTNER REPRESENTATIVES**

Independent Living Community Services, Inc. (ILCS)

The City of Miami Gardens

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF MIAMI GARDENS AND INDEPENDENT LIVING COMMUNITY SERVICES, INC.**

THIS ADDENDUM (“Addendum”) is incorporated into that certain Memorandum of Understanding (“MOU”) between Independent Living Community Services, Inc. (“ILCS”), and the City of Miami Gardens (“City”).

**1. Insurance**

ILCS shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000.00) Dollars, per incident, for property damage.

ILCS shall also be required to provide and maintain, during the life of the MOU, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of \$500,000.00 or each occurrence and \$500,000.00 combined single limit.

Such liability policy of insurance shall designate the City as an additional insured and ILCS shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

ILCS shall also provide City with proof that ILCS has workers’ compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Contractor.

ILCS shall not commence work pursuant to this MOU until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

**2. Indemnification**

ILCS shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by the ILCS or its employees, agents, servants, partners, principals or subcontractors.

To the extent permitted by law, the City shall indemnify and hold harmless ILCS and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which ILCS or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of

this Agreement by the City or its employees, agents, servants, partners, principals or subcontractors. Nothing herein shall be deemed as a waiver of the City's right to sovereign immunity.

**3. Waiver**

The failure of either party to this MOU to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this MOU shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the City of any provision of this MOU shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Contractor of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Contractor requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Contractor, whether or not similar to the act so consented to or approved.

**4. Attorney's Fees**

Should any dispute arise hereunder, the prevailing party shall be entitled to recover all costs, expenses and attorney's fees incurred in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

**5. Binding Effect**

All of the terms and provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

**6. Construction**

This MOU and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

**7. Entire Agreement**

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this MOU, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this MOU contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this MOU is executed.

**8. Captions and Paragraph Headings**

Captions and paragraph headings contained in this MOU are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this MOU, nor the intent of any provisions hereof.

**9. Joint Preparation**

The preparation of this MOU has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this MOU be construed liberally to achieve its intent.

**10. Counterparts**

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

**11. Inconsistency**

In the event of an inconsistency or contradiction between the terms hereof and the terms of the MOU, to which this Addendum is attached, the terms hereof shall control.

**12. Conflict**

In the event of any conflicts between this Addendum and the MOU, this Addendum shall control. In all other respects, the MOU shall remain in full force and effect.

**13. Effects of Original Agreement**

All terms of the MOU not affected by this Addendum shall remain in full force and effect.

**14. Miscellaneous Provisions**

This MOU shall be executed by the President of ILCS or other corporate officer with proper resolution. Such person designated to sign this MOU on behalf of ILCS represents that he/she has full authority to legally bind ILCS, and such person(s) shall be jointly and severally liable for all amounts owing in such representations is untrue.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

**ATTEST:**

**CITY OF MIAMI GARDENS**

\_\_\_\_\_  
Ronetta Taylor, MMC, City Clerk

\_\_\_\_\_  
Dr. Danny Crew, City Manager

Date: \_\_\_\_\_

Approved as to form and legal  
Sufficiency:

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

**WITNESS:**

**INDEPENDENT LIVING COMMUNITY  
SERVICES, INC.**

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_



**License Agreement Between  
Licensee and Stanford University  
for Chronic Disease Self-Management Program**

This Agreement between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY ("Stanford"), an institution of higher education having powers under the laws of the State of California, and HEALTH FOUNDATION OF SOUTH FLORIDA ("Licensee"), an entity having a principal place of business at 2 South Biscayne Blvd, Suite 1710, Miami, FL 33131 is effective on the 1<sup>st</sup> day of November, 2008 ("Effective Date").

**Background:**

Stanford has an assignment of copyrighted content developed over 20 years of research for the training of program leaders and of trainers in the area of self-management of chronic conditions. Content includes methodologies, strategies, and structure for successful Chronic Disease management that has been validated and shown efficacy. It is entitled "Chronic Disease Self-Management Program," was invented in the laboratory of Dr. Kate Lorig, and is described in Stanford Docket S02-117. Stanford wants to have the content reproduced and distributed for public use and benefit.

**The Parties agree as follows:**

1. Stanford University grants Licensee permission to use the Chronic Disease Self-Management Program ("Program") for its internal educational and research purposes. Internal educational purposes are limited to trainings given by Licensee's employees and volunteers. Volunteer is defined as an individual who is not compensated by any organization for the time to give, administer or facilitate the Program. Licensee may not use the Program except as expressly described in this agreement.
2. The term of this permission will be for three years from the effective date of the Agreement.
3. In consideration of the permission granted above, Licensee agrees to pay a copyright licensee fee of \$3,060 upon signing this agreement. Based on this payment, Licensee may give up to 100 workshops per year. Licensee may give additional workshops by paying the difference per the schedule in Paragraph 5 below.
4. Licensee agrees to make written reports yearly on the anniversary of this Agreement to Stanford detailing Licensee's dissemination of the Program. Specifically Licensee will report (1) the number of Leader Trainings given, (2) the dates of the trainings, (3) identify the Master Trainers/Leaders of each training, and (4) the number of attendees for each workshop/courses.
5. If Licensee has given more workshops than provided for under the original License, Licensee will remit the appropriate payment along with the report. The fee schedule is as follows;
  - a. Standard Non-Profit Community Organization License for up to 10 workshops - \$500
  - b. Standard Non-Profit Community Organization License for up to 20 workshops - \$800;
  - c. Standard Non-Profit Community Organization License for up to 30 workshops - \$1,000;

- d. In excess of 30 workshops, Licensee must submit the report and describe the types of dissemination and the Office of Technology Licensing will negotiate an agreement appropriate to the dissemination efforts of your group.
  - e. Organizations not falling under the above, such as state governments or for-profit organizations, must submit a report that describes the organization and types of dissemination and the Office of Technology and Licensing will negotiate an agreement appropriate to the organization.
6. Licensee can only reproduce and distribute the Program for the sole purpose of administering the Program for internal educational and research purposes. All training materials that are produced must include the following notice on the inside cover: "Stanford University 2006. All rights reserved. All or portions of this material include copyrighted materials belonging to Stanford University. To obtain a license please contact the Stanford Patient Education Research Center." Any other use of the Program in whole or part is prohibited.
  7. Licensee may not create derivatives of the Program without the express written permission of Stanford. Licensee may not otherwise commercially exploit the Program or any material derived from or based upon the Program.
  8. Licensee agrees to contact Stanford University for permission to reproduce or distribute the Program or any material derived or adapted from the Program for any use not specifically granted in this Agreement.
  9. If Licensee wants to collaborate with another organization to offer training, Program materials, or any other use of the Program, Licensee should contact Stanford to ensure that the intended use is permitted and the organization has been licensed.
  10. Licensee agrees it will provide training and offer workshops only to their own clients/patients, partner organizations, or other organizations already holding a License. Workshops offered by partner organizations will be counted as Licensee's workshops for purposes of licensing fee levels. To determine if a partner organization need to obtain its own license, Licensee will use these questions to help determine if the other organizations need a license:
    - a. Was the training for the leaders of this workshop supplied by the Licensee?
    - b. Is (are) the Master Trainer of Trainers, Master Trainer or Leaders Employees or Volunteers of the Licensee?
    - c. Is your organization's name and/or logo on all advertising and materials?
    - d. Are the names of all participants sent to your organization?
    - e. Is your organization responsible for quality control and liability for this course?

If Licensee has answered "No" to any of these questions, the organization needs to obtain a license to this Program. To obtain a license contact Stanford University, Stanford Patient Education Research Center at 1000 Welch Road, Suite 204, Palo Alto CA 94304, Phone: (650) 723-7935, self-management@stanford.edu, <http://patienteducation.stanford.edu>

11. The permission granted in this License Agreement extends only to the 2006 version of the Program and not to any subsequent versions of the Program.
12. Licensee agrees that any prior License Agreements or Permissions to use, distribute, reproduce and perform any portions of the Program or any previous versions of the Program are hereby terminated and superseded in the entirety by this License Agreement. Both parties agree that no further rights or obligations survive from such superseded License Agreements or Permissions.

- 13. Stanford University may terminate this Agreement immediately upon written notice to Licensee in the event Licensee or any Licensee personnel uses, discloses or reproduces the Program materials in any manner not permitted by this Agreement. Stanford may also terminate this Agreement if Licensee is in breach of any clause or fails to submit reports.
- 14. Licensee will use the Program at its own risk, and Stanford does not represent that the Program is accurate or up-to-date. Stanford University will have no liability to Licensee or to any third party as a result of its use of the Program, and Licensee will indemnify and hold Stanford University harmless from any claims related to Licensee's use of the Program.

This license has been designed to be printed and submitted as is. It has been greatly simplified and has been written in using plain English language with as little legalese so as to be understood by the lay person. The low cost and volume of these licenses make it impossible for us to negotiate special clauses for each organization. If your organization needs custom agreement, the cost of the license will increase by a minimum of \$1,000 USD.

If you agree to the terms set forth above, please sign this Agreement in the space provided and return the complete agreement to the Stanford Patient Education Research Center, 1000 Welch Road, Suite 204, Palo Alto CA 94304, USA, ATTN: CDSMP License Agreement. The License Agreement will be countersigned by Stanford University and an executed copy returned to you.

**SIGNED:**

*Health Foundation of South Florida*

Steven E. Marcus  
Signature

Steven E. Marcus  
Printed Name

President and CEO  
Title

8/19/08  
Date

*Stanford University*

[Signature]  
Signature

Kate R. Lorig  
Printed Name

Director, Patient Education Research Center  
Title

Sept 3, 2008  
Date

This License Agreement is between your organization and Partnership for Healthy Aging. Please complete the form listing the name of your organization in the blank spaces, have the lead of your organization sign and date the bottom right-hand side of page 2, and list the names of the Master Trainers to be covered under your license on page 3.

**License to Use**  
**A Matter of Balance/Lay Leader Model**

THIS AGREEMENT is entered into this 8/14/2009, by the Geriatric Resource Network d/b/a Partnership for Healthy Aging ("PFHA"), a non-profit corporation incorporated in the State of Maine with a principal business at 465 Congress St., Suite 701, Portland, Maine, 04101 and Independent Living Community Svcs., located at 5201 Blue Lagoon drive  
(Organization Name) (Organization Address)  
Suite 270. Miami, FL 33126

Whereas, the PFHA holds title to training materials including a comprehensive facilitator manual entitled "A Matter of Balance: Lay Leader Model" ("MOB"); and

Whereas, JICS desires to acquire the right to use MOB in order to, among other things, train Volunteer Lay Leaders to serve as MOB Coaches;

NOW, THEREFORE, in consideration of their mutual premises and the mutual undertakings herein contained, the parties agree:

1. *Grant of License:* PFHA hereby grants to JICS the non-exclusive, non-transferable right to use MOB in accordance with the Master Trainer Manual, Master Trainer Job Description, MOB Coach Job Description, MOB Coach Manual, and evaluation tool as they may reasonably be amended from time to time by PFHA. Appropriate outcome measurement parameters for this program are the following: Falls Efficacy, Falls Management, Falls Control, and Exercise Level. PFHA does not make any other assurances regarding other outcome measures.

2. *Restrictions.* Licensee shall not (a) sell, distribute or sublicense MOB or any portion thereof, (b) modify or adapt MOB, or (c) translate, reverse engineer, or create any derivative work of MOB. Licensee shall only use MOB in the manner authorized. Copies of materials are to be made only to extent necessary to conduct program with seniors.

3. *Credit.* Any publication of MOB, or any adaptation thereto, whether in print, video or computer-based publication, shall bear the following credit:

This program is based on "Fear of Falling: A Matter of Balance" Copyright © 1995 Trustees of Boston University. All rights reserved.

Used and adapted by permission of Boston University.

Inquiries regarding the original program may be directed to Boston University, Health & Disability Research Institute, 53 Bay State Road, Boston, Massachusetts, 02215. A Matter of Balance was created with support from the National Institute on Aging. A Matter of Balance Lay Leader Model was developed by a grant from the Administration on Aging (#90AM2780). ©All rights reserved, MaineHealth's Partnership for Healthy Aging.

4. *Indemnification.* To the extent permitted by law, ILCS shall at all times during the term of this License and thereafter, defend and hold PFHA, its trustees, officers, employees, agents and affiliates (together, "indemnitees") harmless from and against all claims, suits, demands, liability and expenses, including legal expenses and reasonable attorneys' fees, arising out of any negligent act or omission of ILCS pursuant to this Agreement.

5. *Responsibility for Acts or Omissions.* ILCS agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its employees, agents and independent contractors and nothing in this Agreement shall be interpreted or construed to place any such responsibility on PFHA.

6. *EXCLUSIONS.* IN NO EVENT SHALL PFHA BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE USE OF THE MOB OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT OR THE MOB, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MOB AND ALL ASSOCIATED MATERIALS THAT ARE THE SUBJECT OF THIS AGREEMENT ARE DELIVERED "AS IS" IN EVERY RESPECT.

7. *Term of Agreement.* This agreement will remain in effect until cancelled by either party upon 30 days prior written notice. If agreement is cancelled by PFHA, then ILCS agrees that it will terminate use of the MOB.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have set their hands and seals as of the date first above written.

MaineHealth's Partnership for  
Healthy Aging

Peggy Haynes  
Signature

Peggy Haynes, Director  
Printed Name and Title

207-775-1095  
Phone

8/31/09  
Date

Independent Living Communities  
Your Organization Name Services,

Belia E. Hume  
Signature

President Nuno  
Printed Name and Title

305-262-1292 x 6492  
Phone

8/14/09  
Date

Master Trainer(s) covered under this license:

Name: Peggy O'Neill

Name: Katherine Valencia

Name: Maria Blanden

Name: ~~Lory Hope~~ Lory Harper

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



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	June 22, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			(Enter X in box)	X			
<b>Fiscal Impact:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X	(Enter X in box)	<b>Public Hearing:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
			(Enter X in box)				
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b>	<b>Yes</b>		<b>No</b>	
			(Enter X in box)				
<b>Contract/P.O. Required:</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	RFP#10-11-035(A) Miami Gardens Parks Concession Management			
<b>Strategic Plan Related</b> (Enter X in box)	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> (list the specific objective/strategy this item will address)			
		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 Crew, City Manager		<b>Department:</b>	Parks & Recreation Department			

**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 JUANITA’S KITCHEN, LLC, FOR CONCESSION MANAGEMENT SERVICES AT CITY PARKS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

Background:

Prior to the launch of the CMGYS program in June of 2010, individual athletic clubs executed a rental agreement with the City to utilize specific parks for their athletic programs. As part of this agreement, each club was able to provide concessions on the parks during practice and game times. In preparation for the launch of the CMGYS program, staff met with the various athletic clubs and proposed the utilization of a City contracted concessionaire

**ITEM K-5) CONSENT AGENDA  
RESOLUTION  
Agreement w/ Juanita's Kitchen, LLC**

to provide services on each park. The proceeds from this contract would support the purchase of additional non-essential items for CMGYS participants (team wind banners, additional homecoming items, etc.)

City Staff prepared specifications for the management and handling of the concessionaire services. The specifications encouraged participation from small, minority businesses as well as stipulating the provisions of the City's preference to local business and monetary contribution to local schools. The solicitation also required the proposer to provide their recruitment methods for hiring local residents if they are to hire additional staff to handle the City's contract. The Parks locations included in the solicitation were:

- AJ King Park
- Betty T. Ferguson Recreational Complex
- Bennett M. Lifter Park
- Brentwood Park
- Buccaneer Park
- Bunche Park
- North Dade Optimist Park
- Miami Carol City Park
- Myrtle Grove Park
- Norwood Park
- Rolling Oaks Park
- Scott Park

The request for proposal (RFP) was posted and broadcast on March 2, 2010 and a vendor, New York Roma Pizza was approved by City Council on April 28, 2010. The concessionaire provided services throughout the majority of the 2010 football/cheerleading season. However, the vendor was unable to fully comply with the terms of their contract. City staff experienced continued dissatisfaction as it related to menu items, monthly reporting, and general contractual obligations. The vendor was formally notified of the City's dissatisfaction with their services on December 14, 2010. The concessionaire failed to remedy any of the contract provisions and ceased concessionaire services on City of Miami Gardens parks.

The Parks and Recreation Department still sought to contract with a Concessionaire that was willing and able to provide quality menu items at reasonable prices. City staff once again prepared specifications for this service and posted it on February 16, 2011 and sent it to 130 vendors. A mandatory pre-bid meeting was held on March 2, 2011. Two potential bidders attended the meeting and site visits. The proposal was due March 17, 2011. No bids were received by the 2:00 p.m. deadline. A proposal from Juanita's Kitchen, LLC was received after the deadline and was not accepted.

### Current Situation:

In light of the limited responses to the RFP, City staff carefully reviewed the concessionaire specifications and considered questions posed during the previous pre-bid meeting to determine if changes to the document were warranted. Staff determined that the RFP language and requirements were appropriate, and agreed it would be prudent to re-solicit for the services.

The re-solicitation of concessionaire services was posted and broadcast on April 5, 2011, and sent to 126 vendors. Staff notified an additional 15 vendors who are either registered with the City, are located in the City; and/or requested to be notified of the RFP. Also notified were a listing of County approved concession vendors at

Tropical Park. The RFP specifications remained consistent (park locations, encouraged participation from small, minority businesses as well as stipulating the provisions of the City's preference to local business and monetary contribution to local schools), and required that the bidders specify a recommended monthly user fee for the use of the Parks facilities to operate their concession services. The solicitation also required that the proposer provide their recruitment methods for hiring local residents if they are to hire additional staff to handle the City's contract.

Seven (7) vendors requested the RFP package. One vendor attended the mandatory pre-bid conference held on April 19, 2011. One proposal was received by the May 5, 2011 due date, and publicly read. The single proposal received was from Juanita's Kitchen, LLC. A copy of the proposal document and submittal is available at the Assistant to the Mayor and Council's office for review.

The proposal was evaluated for compliance with the specifications. The proposal received from Juanita's Kitchen, LLC proposed a fee of \$200.00 per month, plus 5% of gross adjusted revenue received. This amount would be payable to the City as a user fee. An evaluation committee consisting of Daniel Rosemond, Assistant City Manager; Kara Petty, Parks & Recreation Director, Marcus Byams, Athletic Supervisor; and Christine Carney, Betty T. Ferguson Recreational Complex Manager were provided a copy of the solicitation, proposal, evaluation ranking sheet and instructions as to the ranking process. An oral presentation/proposal discussion was scheduled for May 23, 2011. The committee requested the proposer to provide the following:

- Nutritional values for menu options
- Healthy menu alternatives
- Sample of foods for tasting
- Pricing options
- Menu options preparation
- Assurance of complete Mobile concessions coverage for all parks.

The committee members visited the food preparation facilities and found everything in proper order. References were requested from Bayside Rocks/Miami Reggae Festival, and the City of Opa Locka and were found to be favorable.

The recommended concessionaire, Juanita's Kitchen, LLC will use a local subcontractor, Mr. Tasty and has certified that they will hire a total of eight (8) unemployed City residents.

## Proposed Action:

That the City Council authorize the City Manager to negotiate and execute an agreement for concessionaire management services with Juanita's Kitchen, LLC., located in Opa Locka, Florida.

## Attachment:

Attachment A: Agreement for Parks Concession Management (RFP#10-11-035(A))

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

1  
2  
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 AGREEMENT WITH JUANITA'S  
7 KITCHEN, LLC, FOR CONCESSION MANAGEMENT SERVICES  
8 AT CITY PARKS, A COPY OF WHICH IS ATTACHED HERETO  
9 AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY  
10 CLERK; PROVIDING FOR THE ADOPTION OF  
11 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.  
12

13 WHEREAS, the City of Miami Gardens previously contracted with New York  
14 Roma Pizza to provide concession management services during sporting events  
15 sponsored by the City of Miami Gardens' Youth Sports Program, and

16 WHEREAS, the City terminated its Agreement with New York Roma Pizza after  
17 the vendor failed to comply with the contractual terms, and

18 WHEREAS, as such, City staff re-solicited RFP #09-10-040 for concession  
19 services, and

20 WHEREAS, one (1) proposal was received and publicly read, and

21 WHEREAS, the apparent lowest bidder was Juanita's Kitchen, LLC located in  
22 Opa-Locka, Florida, and

23 WHEREAS, Juanita's Kitchen also subcontracts with a local business, and has  
24 certified that eight (8) unemployed City residents will be hired,

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

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

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

32 respectively that certain Agreement with Juanita’s Kitchen, LLC for concession  
33 management services at City parks, a copy of which is attached hereto as Exhibit “A”.

34 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
35 authorized to obtain two (2) fully executed copies of the subject Agreement with one to  
36 be maintained by the City, and one to be delivered to Juanita’s Kitchen, LLC.

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

39 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
40 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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53

54

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

55

56

57

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

58

59

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

60

61

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

62

63

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

64

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

65

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

66

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

67

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

68

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

69

Councilman Andre’ Williams \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

**AGREEMENT FOR PARKS CONCESSION MANAGEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and Juanita's Kitchen, LLC., a Florida corporation, (hereinafter referred to as "Concessionaire") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, on April 5, 2011, the City advertised Bid Document No. 10-11-035(A); and

WHEREAS, Concessionaire submitted a Proposal dated May 5, 2011, in response to the City's request; and

WHEREAS, at a meeting held on June 22, 2011, the City Council selected the Concessionaire and agreed to contract with Concessionaire to perform the services described in the City's Request for Proposal (hereinafter referred to as "RFP") and Concessionaire's Proposal submitted in response to the RFP,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties hereto agree as follows:

**Article 1**     **Incorporation by Reference.**

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i)     Specifications and Proposal Documents prepared by the Miami Gardens Concessionaire Management RFP#10-11-035(A)(Exhibit 1).
- (ii)    Proposal for the City of Miami Gardens prepared by Concessionaire dated May 5, 2011. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A.     This Agreement
- B.     Exhibit 1
- C.     Exhibit 2

**Article 2**     **Scope of Work**

The scope of services shall consist of indoor concession management services and mobile concession management services for the Miami Gardens Parks and

Recreation Department as outlined in the City's RFP, Section 5 – Scope of Services through Section 10 – Requirements of Concessionaire (hereinafter referred to as "Services"). Concessionaire shall perform the work under the general direction of the City and shall furnish all labor, materials, supplies, equipment, supervision and services necessary for an incident to the performance of the work, except as otherwise noted in specifications. By signing this Agreement, Concessionaire represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the Work and the conditions under which the Work is to be performed.

**Article 3      Qualifications**

Concessionaire and the individual executing this Agreement on behalf of the Concessionaire warrant to the City that the Concessionaire is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Concessionaire possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

Concessionaire ensures that all personnel have the minimum qualifications and hold the required certificates and licenses as stipulated in the RFP, and that they remain current throughout the entire contract.

Concessionaire shall, at its own expense, provide for criminal background checks, including sexual offender checks, of all personnel.

**Article 4      Compensation**

Concessionaire shall provide all Services identified in RFP#10-11-035, Section 5.0, Scope of Services. For all Services provided by Concessionaire, the Concessionaire shall pay City \$200.00 monthly plus five percent (5%) of the gross adjusted revenue collected at sporting events. Concessionaire shall submit monthly reports for Services to the Parks and Recreation Department (hereinafter referred to as "the Department"). Concessionaire shall remit payment for all user fees within ten (10) days after the end of previous month. All reports shall be in compliance with proposal specifications.

Concessionaire shall make no charges or deductions to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless otherwise noted in the specifications.

**Article 5      Gross Receipts Defined**

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this Concession, but not including any of the following:

1. Gratuity to employees; concessionaires' gratuity given directly to employees either by cash or debit or credit card, which must be expressly identified as gratuity.
2. Cash discounts allowed or taken on sales;
3. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by Concessionaire;
4. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

Concessionaire shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

1. Any error in cash handling by Concessionaire or Concessionaire's employees or agents;
2. Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to Concessionaire by customer or purchaser;
3. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer;

**Article 6    Late Payment Fee**

1. Failure of Concessionaire to pay any of the revenue payments or any other fees, charges, or payments required herein on time is a breach of the Agreement for which City may terminate same or take such other legal action as it deems necessary.
2. Without having any rights available at law, in equity or under the Agreement, in the event of late or delinquent payments by Concessionaire, the latter recognizes that City will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, Concessionaire agrees to pay the City a late fee set forth below to compensate City for all expenses and/or damages and loss resulting from said late or delinquent payments.
3. The charges for late or delinquent payments shall be \$50.00 for each month late plus interest calculated at the rate of eighteen percent (18%) per annum or one and one-half percent (1.5%) each month, assessed daily, on the balance of the unpaid amount. Payments shall be considered past due if

postmarked after the fifteenth (15<sup>th</sup>) day of the month in which payment is due.

4. The acceptance of a late revenue payment by City shall not be deemed as a waiver of any other breach by Concessionaire of any term or condition of this Agreement other than the failure of Concessionaire to timely make the particular revenue payment so accepted.

**Article 7**      **Annual Accounting Adjustment**

At the end of each twelve (12) month period during the term hereof, Concessionaire shall prepare and submit to City a statement showing the total gross receipts for the said twelve (12) month period and the revenue paid to City for the said twelve (12) months. If the sums paid by Concessionaire during said period exceed the minimum annual fees as well as the annual percentage charges computed as set forth in this Section, whichever is greater, such overpayment shall be credited to the revenue payment thereafter due from Concessionaire.

**Article 8**      **Retention of Records**

Concessionaire shall maintain during the term of the Agreement and for three (3) years thereafter, all of its books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Concessionaire shall allow access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Concessionaire in conjunction with this Agreement. Concessionaire's failure to grant such access shall be grounds for immediate termination of this Agreement by the City.

**Article 9**      **Cash and Record Handling Requirements**

If requested by City, Concessionaire shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the Concession which shall be submitted to City for approval.

Concessionaire shall be required to maintain a method of accounting of the Concession which shall correctly and accurately reflect the gross receipts and disbursements received or made by Concessionaire from the operation of the Concession. The method of accounting, including bank accounts, established for the Concession shall be separate from the accounting systems used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs.

Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.

2. Journals, including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day-to-day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that City, in its sole discretion, deems necessary for proper reporting of receipts.

**Article 10 Method of Recording Gross Receipts**

Unless otherwise specified in the Agreement, Concessionaire shall obtain and install a cash register(s) dedicated to each facility on which it shall record all gross sales, including hosted bar sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape.

Concessionaire shall not purchase or install the cash register before obtaining the City's written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public. Printed receipts shall be provided to the patron for all transactions.

**Article 11 Annual Statement of Gross Receipts and Expenses**

Concessionaire shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the Concession operations as specified in the Agreement, in a form acceptable to the City, after the close of each calendar year during the term of the Agreement. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. The charges for late or delinquent Statements shall be \$50.00 per month.

In addition, City may for time-to-time conduct an audit and re-audit of the books and businesses conducted by Concessionaire and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by Concessionaire to City shall be found to be less than the amount of gross sales disclosed by such audit and observation, Concessionaire shall pay City within 30 days after billing any additional rentals disclosed by such audit. If discrepancy exceeds 2% and no reasonable explanation is given for such discrepancy, Concessionaire shall also pay the cost of the audit.

**Article 12 Term**

This Agreement shall commence upon the execution by both parties and shall continue for three (3) years, unless terminated sooner as provided for in this

Agreement. The Concessionaire understands and acknowledges that the Services to be performed during the three (3) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Concessionaire.

Parties agree and understand that this Agreement shall be renewable after the expiration of the initial three (3) year period based upon satisfactory performance and the contract is in the best interest of the City with terms and conditions to be agreed upon by City and Concessionaire.

Parties agree and understand that the City reserves the right, at their sole discretion, to renegotiate the amount of flat user monthly fee paid to City and/or to negotiate a monthly user fee percentage fee to be paid to the City for second year of contract and every year thereafter.

**Article 13    Indemnification**

Concessionaire shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Concessionaire or its employees, agents, servants, partners, principals or Subconcessionaires. Concessionaire shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

**Article 14    Insurance**

Concessionaire shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and One Million (\$1,000,000.00) Dollars, per incident, for property damage.

Concessionaire shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of \$500,000.00 or each occurrence and \$500,000.00 combined single limit.

Such liability policy of insurance shall designate the City as an additional insured and Concessionaire shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Concessionaire shall also provide City with proof that Concessionaire has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Concessionaire.

Concessionaire shall also provide City with proof of Employee Fidelity/dishonesty coverage - \$100,000 per occurrence

Concessionaire shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

**Article 15   Termination**

The City may, for its convenience and without cause, terminate this Agreement by giving Concessionaire written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the City's desire to terminate this Agreement, Concessionaire shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager or his designee.

The City may terminate this Agreement for cause immediately, and without prior notice to Concessionaire. Should the City terminate this Agreement for cause, the City shall provide notice as soon as possible to Concessionaire.

Concessionaire may terminate this Agreement by giving the City written notice at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Concessionaire and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Concessionaire to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Concessionaire will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Concessionaire for the services provided through the date of termination.

**Article 16   Ownership**

All aquatic programs, advertising/marketing plans and materials, fee structures, etc. originated or prepared by Concessionaire pursuant to this Agreement including papers, charts, computer programs, and other documentation or improvements thereto shall be owned by the City.

**Article 17   Modification/Amendment**

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

**Article 18   Severability**

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

**Article 19   Governing Law**

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida, with venue lying in Miami-Dade County, Florida.

**Article 20   Waiver**

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Concessionaire of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Concessionaire requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Concessionaire, whether or not similar to the act so consented to or approved.

**Article 21    Notices/Authorized Representatives**

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

**City:**

Danny Crew, City Manager  
City of Miami Gardens  
1515 NW 167<sup>th</sup> Street #200  
Miami Gardens, FL 33169

**Concessionaire:**

Juanita Richardson, President  
Juanita's Kitchen, LLC  
14511 NW 27<sup>th</sup> Avenue  
Opa Locka, FL 33054

**With a copy to:**

Sonja K. Dickens, Esq.  
City Attorney  
City of Miami Gardens  
1515 NW 167<sup>th</sup> Street #200  
Miami Gardens, FL 33169

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

**Article 22    Independent Concessionaire**

Concessionaire is and shall remain an independent Concessionaire and is not an employee or agent of the City. Services provided by Concessionaire shall be by employees of Concessionaire and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City.

Concessionaire shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Concessionaire. The rights granted to Concessionaire hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

**Article 23    Assignment**

Subject to the provisions above, this Agreement shall not be assignable by Concessionaire.

## **Article 24 Prohibition Against Contingent Fees**

Concessionaire warrants that it has no employees or retained any Concessionaire or person, other than a bona fide employee working solely for Concessionaire, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Concessionaire, corporation, individual or firm, other than a bona fide employee working solely for Concessionaire, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

## **Article 25 Attorneys' Fees**

Should any dispute arise hereunder, the prevailing party shall be entitled to recover all costs, expenses and attorney's fees incurred in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

## **Article 26 Non-Discrimination**

Concessionaire agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. Concessionaire will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. Concessionaire will take affirmative action to insure that all employment practices are free from such discrimination.

## **Article 27 Conflict of Interest**

Concessionaire agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

## **Article 28 Binding Effect**

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

## **Article 29 Construction**

This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

**Article 30    Entire Agreement**

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

**Article 31    Captions and Paragraph Headings**

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

**Article 32    Joint Preparation**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

**Article 33    Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**Article 34    Exhibits are Inclusionary**

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

**JUANITA'S KITCHEN, LLC**

**CITY OF MIAMI GARDENS**

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

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

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

City Manager

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

**WITNESS:**

**ATTEST:**

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

\_\_\_\_\_  
City Clerk, MMC

Approved as to legal sufficiency and form:

\_\_\_\_\_  
City Attorney



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	June 22, 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>1st Reading</b>		<b>2nd 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>	General Fund		<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>	N/A			
		X					
			Enhance Organizational <input type="checkbox"/>				
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communcation <input type="checkbox"/>				
<b>Sponsor Name</b>	Sonja Dickens, City Attorney		<b>Department:</b>	City Attorney			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO EXECUTE THAT CERTAIN AGREEMENT WITH OLDS, STEPHENS & HARPER, P.A., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A" FOR LEGAL SERVICES IN CONNECTION WITH THE LITIGATION MATTER OF *WANDA GILBERT VS. CITY OF MIAMI GARDENS, FLORIDA*; PROVIDING FOR INSTRUCTIONS TO CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

The City was served with a civil whistleblower Complaint by Wanda Gilbert, a former employee of the City of Miami Gardens Police Department. The League of Cities does not cover litigation

**ITEM K-6) CONSENT AGENDA  
RESOLUTION  
Agreement w/ Olds, Stephens & Harper, P.A.**

[Type text]

costs for defending whistleblower claims. As such, the City is required to retain and pay for the services of defense counsel.

The City Attorney recommends that the City retain Olds Stephens & Harper, P.A., through Bradley Harper, Esq. for this purpose. Old, Stephens & Harper, P.A. currently represents the City in another matter.

Please note that if Ms. Gilbert amends her Complaint to include allegations of discrimination, the League of Cities will cover the City's expenses for defending itself against such allegations. In addition, the City may be entitled to reimbursement from the League for some of its defense costs.

**Proposed Action:**

That the City Council approves the attached Resolution.

**Attachment:**

- 1- Retainer Agreement with Olds, Stephens and Harper, P.A.

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

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY  
5 ATTORNEY TO EXECUTE THAT CERTAIN AGREEMENT WITH  
6 OLDS, STEPHENS & HARPER, P.A., A COPY OF WHICH IS  
7 ATTACHED HERETO AS EXHIBIT "A" FOR LEGAL SERVICES IN  
8 CONNECTION WITH THE LITIGATION MATTER OF *WANDA*  
9 *GILBERT VS. THE CITY OF MIAMI GARDENS, FLORIDA*;  
10 PROVIDING FOR INSTRUCTIONS TO CITY CLERK; PROVIDING  
11 FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING  
12 FOR AN EFFECTIVE DATE.

13  
14 WHEREAS, the City has been served with a whistleblower Complaint by Wanda  
15 Gilbert, a former employee of the Miami Gardens Police Department, and

16 WHEREAS, the Florida League of Cities does not cover the cost of litigation for  
17 defending whistleblower claims, and

18 WHEREAS, the City Attorney's office is recommending that the City retain the  
19 services of Olds, Stephens & Harper, P.A. through Bradley Harper, Esq., to represent  
20 the City's interest in this regard, and as such is requesting that the City Council  
21 authorize an Agreement for this purpose, and

22 WHEREAS, the Law Firm of Olds, Stephens & Harper, P.A. currently represents  
23 the City's interests in another matter,

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

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

29 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
30 hereby authorizes the City Attorney to execute that certain Agreement with Olds,

31 Stephens & Harper, P.A., attached hereto as Exhibit "A" in connection with the litigation  
32 matter of *Wanda Gilbert vs. The City of Miami Gardens, Florida*.

33 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby  
34 authorized to obtain two (2) fully executed copies of the subject Agreement with one to  
35 be maintained by the City, and one to be delivered to Olds, Stephens & Harper, P.A.

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

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

40

41

42

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

43

44

45

46 **ATTEST:**

47

48

49

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

51

52

53 PREPARED BY: SONJA K. DICKENS, ESQ., CITY ATTORNEY

54

55

56 SPONSORED BY: SONJA K. DICKENS, CITY ATTORNEY

57

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

59

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

61

62 Mayor Shirley Gibson	_____ (Yes)	_____ (No)
63 Vice Mayor Aaron Campbell	_____ (Yes)	_____ (No)
64 Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
65 Councilman Oliver Gilbert, III	_____ (Yes)	_____ (No)
66 Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
67 Councilman Andre' Williams	_____ (Yes)	_____ (No)
68 Councilman David Williams Jr.	_____ (Yes)	_____ (No)

## RETAINER AGREEMENT

The City of Miami Gardens, a Florida municipal corporation (“Client”), hereby retains and employs OLDS, STEPHENS & HARPER, P.A., together with its attorneys, professionals, and staff members (“Firm”) to provide services as litigation counsel on behalf of the Client in the Miami-Dade County Circuit Court litigation styled WANDA GILBERT v. CITY OF MIAMI GARDENS, a municipal corporation, Case No. 11-17908 CA 21, on the following terms:

1. **FEES:** The Firm is employed in this matter on an hourly basis. No maximum fee has been quoted, and no guarantee of results has been or will be made. All of the Firm’s expressions relative to this matter are only opinions. The Firm’s fee is based on the amount of time the Firm devotes to this matter. It is impossible to determine in advance how much time will be needed. The amount of time spent on this matter reflects all services provided by the Firm’s attorneys and paralegals, including, without limitation, conferences, telephone calls, pretrial discovery, depositions, trial preparation, document drafting, correspondence, pleadings, negotiations, analysis, legal research, court time, and travel to and from locations away from our offices. Any figures the Firm quotes to the Client for the total charge for our services are merely estimates. Your adversaries, the opposing attorneys, or others, may engage in activities beyond our control that require time that was not originally contemplated.

2. **RATES:** Client will be billed for the actual time expended on this matter at the rate of **\$195.00** per hour for attorneys and **\$95.00** per hour for the Firm’s paralegals. This rate schedule may be adjusted from time to time and, if adjusted, will affect the hourly rates of the attorneys and paralegals working on this matter.

3. **COSTS:** The Firm may advance costs on the Client’s behalf in such amounts as the Firm determines are necessary to represent the Client. Such advance of costs will be for expenses, including, without limitation, long-distance telephone calls, fax transmissions, postage, photocopies, computerized research, out-of-town travel expenses (including all meals, travel and out-of-town lodging), deposition expenses (including costs of transcripts and court reporters’ fees for attendance), court costs (such as filing fees, service of process, subpoena, investigators, economists, other attorneys, and other experts and professionals that we deem necessary to assist in the preparation and handling of this matter. The Client is responsible for paying all costs incurred on its behalf, including, without limitation, the fees of any experts or professionals hired on its behalf. By this Agreement the Client appoints the Firm as its agents to hire such experts and professionals on its behalf.

4. **BILLS:** The Client will be billed on a monthly basis for the fees and costs incurred in this matter. Full payment of each monthly bill is due within 30 days of the date it is issued.

5. **WITHDRAWAL:** We may withdraw from this representation if the Client does not make payments required by this Retainer Agreement, if it has misrepresented or failed to disclose material facts to us, or if it fails to follow our advice. In any of these events, the Client will execute such necessary documents to permit us to withdraw. The Firm’s failure to withdraw after the occurrence of any of the foregoing events, will not limit its right to withdraw after the occurrence of any other event that would permit withdrawal.

6. **DISPUTES:** In the event it is necessary to institute legal proceedings to collect the Firm's fees and costs or to otherwise litigate issues arising under this Retainer Agreement, the Firm will be entitled to collect its reasonable attorneys' fees and costs from the Client, even if the Firm chooses to represent itself. The Client and the Firm do hereby agree and consent that the courts situated in Miami-Dade County, Florida, shall have exclusive jurisdiction to adjudicate any claim, dispute, or controversy of any nature and of any kind arising under, pertaining to, or in any way relating to this Retainer Agreement, including without limitation, all issues concerning conditions, formation, prior negotiations, performance, validity, and enforceability. This mandatory exclusive jurisdiction provision also applies to all potential disputes involving or relating to any service provider relied upon or retained under section four (4) of this Retainer Agreement. The Client expressly consents to the jurisdiction of the appropriate state court situated in Miami-Dade County, Florida, forsaking and waiving all other venues and jurisdictions.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2011.

Client  
The City of Miami Gardens

By: \_\_\_\_\_  
As its City Attorney

## Staff Monthly Report May – Jun 2011

### CITY MANAGER

- Participated in Saturday UPPAC meeting on May 21.
- Attended the State of the City Address.
- Met with real estate broker concerning property owned by the City (Warren Henry)
- Met with potential buyer concerning property owned by the City (Mt. Herman).
- Met with potential buyer concerning property owned by the City (Cornerstone).
- Met with City Hall architects on the details for the new City Hall complex.
- Met individually with Council Members regarding various topics in including City Hall progress.
- Participated as a panelist with the American Society of Public Administrators' annual municipal forum at St. Thomas University.
- Worked on the FY 2012 budget.
- Took 3 furlough days.
- Worked on RFP for City Hall.

### FINANCE DEPARTMENT (Patty Varney)

Below is a list of tasks the department achieved from May 15 to June 13, 2011.

1. Compiled FY 2012 budget for General Fund, Transportation Fund, Development Services Fund and Stormwater Fund and submitted to City Manager for review. Included in the budget are proposals from Department Directors, Deputy and Assistant City Managers, and Finance Director in balancing FY 2012 budget.
2. While preparing FY 2012 budget and performed analysis of telephone accounts, Finance was able to detect some billings for phone numbers no longer required and cancelled the services to derive some savings.
3. Revised year-end projection, both revenue and expenditures and submitted to City Manager for review.
4. The Department filed 6 grants reimbursement for a total amount of \$3,097,180 between NSP grants, SNP and County G.O. Bond during the past month.

At the end of May 2011, the year-to-date expenditures or revenues should reflect 66.66% of the budget. Revenues for Red Light camera continue to be very unstable. Month of April collected approximately \$248,000, while May only received \$121,000, the lowest since December 2010. Detail analysis of revenues can be found from the table below. Finance staff is projecting a shortfall for the year in the General Fund to be approximately \$4 to \$5 million, which really depends on the revenue derived in the next few months on the red light camera fines.

As of May, 2011, the City has total investments in the amount of \$9,010,185. Of this amount, \$6,244,204.54 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 \$59,908 in market value with the State Board of Administration and \$106,072 in tax certificates with Dade County.

## GENERAL FUND

Revenues as of May 30, 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	20,350,458	88.14%	20,177,903	17,857,711	88.50%
<i>Utility Tax</i>	2	11,276,242	5,493,901	48.72%	10,667,000	5,433,344	50.94%
<i>Franchise Fees</i>	3	5,809,802	735,816	12.67%	5,520,000	612,528	11.10%
<i>Permits/License Tax/Other Fees</i>	4	1,925,000	1,486,873	77.24%	1,765,000	1,652,245	93.61%
<i>Intergovernmental Revenue</i>	5	11,624,716	5,754,736	49.50%	10,360,243	5,863,712	56.60%
<i>Charges for Services</i>	6	3,231,509	3,309,789	102.42%	4,886,052	3,563,074	72.92%
<i>Fines &amp; Forfeitures</i>	7	2,537,000	2,509,198	98.90%	7,518,024	1,890,226	25.14%
<i>Miscellaneous Revenues</i>		1,535,000	1,237,511	80.62%	1,701,392	800,767	47.07%
<i>Non-Operating Revenues</i>		20,418,537	1,063,663	5.21%	9,117,834	915,979	10.05%
<b>TOTAL</b>		<b>81,446,984</b>	<b>41,941,945</b>	<b>51.50%</b>	<b>71,713,448</b>	<b>38,589,586</b>	<b>53.81%</b>

<sup>1</sup> Based on June 1 preliminary certification, the City may recognize a shortfall of \$1 million in property tax for FY 2011

<sup>2</sup> Lower Telecommunication tax is being received and may recognized a shortfall of approximately \$200,000

<sup>3</sup> 79.7% of revenue in this category is derived from Electric franchise fees of which the City did not receive until beginning of August. Based on the amount collected from electric utility tax collected year-to-date and electric franchise fees collected in the past few years, this revenue source may experience a shortfall of \$350,000. Also projected a shortfall of approximately \$100,000 for solid waste franchise fee based on year-to-date collection.

<sup>4</sup> Most of the revenues in this category are due October 1 or April 1, therefore, collection rate is higher.

<sup>5</sup> State Revenue Sharing and Half Cents Sales tax reflect 7 months of collection. Staff is projected that State Revenue Sharing will be short, however, should sales tax revenue continues to derive as the past few months, it will negate the shortfall of SRS.

<sup>6</sup> This category is projected to be \$500,000 short. Part of this is attributed to Recreation fees as the City contracted out the summer camp program. The remaining is attributed to less revenue (approximately \$391,407) received for Jazz in the Gardens when compared to budget.

<sup>7</sup> Red light camera revenue continue to be very unstable. For the month of April, the City received over \$248,000 in revenue, while the month of May, the City received \$121,660, the lowest since December 2010. Currently staff is projected a shortfall of \$4.6 Million.

## GENERAL FUND

Expenditures as of May 30, 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 40,930,787	28,747,707	70.23%	42,442,599	27,889,746	65.71%
<i>Operating Expenses</i>	2 11,099,832	7,512,181	67.68%	12,115,679	8,097,333	66.83%
<i>Capital Outlay</i>	3 1,847,239	1,322,781	71.61%	866,306	562,431	64.92%
<i>Grants and Aids</i>	97,587	31,510	32.29%	58,399	10,211	0.00%
<i>Debt Service</i>	0	0	0.00%	2,723	2,722	100.00%
<i>Other Uses</i>	18,257,153	11,596,379	63.52%	8,883,440	4,822,589	54.29%
<i>Emergency Reserve Build Up</i>	9,214,386	0	0.00%	7,344,302	0	0.00%
<b>TOTAL</b>	<b>81,446,984</b>	<b>49,210,558</b>	<b>60.42%</b>	<b>71,713,448</b>	<b>41,385,032</b>	<b>57.71%</b>

<sup>1</sup> There is 9 remaining pay period for FY 2011. The percentage expended should be 65.38%. The higher percentage is attributed to police overtime and off duty services .

<sup>2</sup> Expenditures is slightly higher than budgeted due to special events line item which includes expenses in Jazz in the Gardens is attributed to 16.5% of the operating budget. This line item is currently overspent by approximately \$200,000

<sup>3</sup> Other uses is for interfund transfers, however, any savings from the department's line items are transferred to this category as a reserve not be spent.

## TRANSPORTATION FUND

Revenues as of May 30, 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>	1 2,335,000	1,282,699	54.93%	2,276,966	1,317,883	57.88%
<i>Permits/License Tax/Other Fees</i>	95,000	41,780	43.98%	73,050	23,888	32.70%
<i>Intergovernmental Revenue</i>	2 1,008,514	529,543	52.51%	2,059,590	525,398	25.51%
<i>Charges for Services</i>	5,200	1,346	25.89%	2,500	2,729	109.14%
<i>Miscellaneous Revenues</i>	3 29,969	4,909	16.38%	27,729	12,567	45.32%
<i>Non-Operating Revenues</i>	986,166	345,793	35.06%	197,142	129,678	65.78%
<b>TOTAL</b>	<b>4,459,849</b>	<b>2,206,069</b>	<b>49.47%</b>	<b>4,636,977</b>	<b>2,012,142</b>	<b>43.39%</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 58.33% of budget.

<sup>2</sup> Lower Intergovernmental Revenue is attributed to lower State Revenue Sharing distributions.

<sup>3</sup> Lower Intergovernmental Revenue is attributed to lower State Revenue Sharing distributions and grant expenditures has not incurred yet.

## TRANSPORTATION FUND

Expenditures as of May 30, 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 \$2,029,709	\$1,329,177	65.49%	2,057,778	1,270,248	61.73%
<i>Operating Expenses</i>	\$577,928	\$486,267	84.14%	493,134	300,552	60.95%
<i>Capital Outlay</i>	\$120,999	\$13,745	11.36%	1,052,021	49,698	4.72%
<i>Other Uses</i>	\$1,731,213	\$959,042	55.40%	1,034,044	604,414	58.45%
<b>TOTAL</b>	<b>\$4,459,849</b>	<b>2,788,230.93</b>	<b>62.52%</b>	<b>4,636,977</b>	<b>2,224,912</b>	<b>47.98%</b>

<sup>1</sup> Salaries expenditure is lower due to two vacancies

## DEVELOPMENT SERVICES FUND

Expenditures as of May 30, 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>	2,525,807	1,537,547	60.87%	2,216,927	1,376,758	62.10%
<i>Operating Expenses</i>	225,096	133,886	59.48%	157,785	73,639	46.67%
<i>Capital Outlay</i>	13,396	1,478	11.04%	0	0	0.00%
<i>Other Uses</i>	1,484,012	742,435	50.03%	689,168	418,850	60.78%
<b>TOTAL</b>	<b>4,248,311</b>	<b>2,415,346</b>	<b>56.85%</b>	<b>3,063,880</b>	<b>1,869,247</b>	<b>61.01%</b>

<sup>1</sup> Lower personnel expenses is attributed to vacancy and less overtime than originally budgeted.

## DEVELOPMENT SERVICES FUND

Revenues as of May 30, 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>	2,429,000	2,186,509	90.02%	3,052,680	1,380,270	45.22%
<i>Charges for Services</i> <sup>2</sup>	0	2,109	0.00%	7,000	88,265	1260.93%
<i>Miscellaneous Revenues</i>	6,100	1,268	20.78%	1,300	0	0.00%
<i>Non-Operating Revenues</i>	1,813,211	1,072,903	59.17%	2,900	0	0.00%
<b>TOTAL</b>	<b>4,248,311</b>	<b>3,262,788</b>	<b>76.80%</b>	<b>3,063,880</b>	<b>1,468,535</b>	<b>47.93%</b>

<sup>1</sup> Less permit activities as compared to FY 2010, may experience a shortfall of \$1.2 million.

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

## STORMWATER FUND

Revenues as of May 30, 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	43,180	107.95%	60,000	18,300	30.50%
<i>Grant</i>	163,275	0	0.00%	512,073	0	0.00%
<i>Charges for Services</i>	3,395,000	1,521,383	44.81%	3,395,000	1,681,572	49.53%
<i>Miscellaneous Revenues</i>	74,643	35,112	47.04%	45,000	0	0.00%
<i>Non-Operating Revenues</i> <sup>2</sup>	1,399,331	76,290	5.45%	1,375,440	0	0.00%
<b>TOTAL</b>	<b>5,072,249</b>	<b>1,675,964</b>	<b>33.04%</b>	<b>5,387,513</b>	<b>1,699,872</b>	<b>31.55%</b>

<sup>1</sup> More permitting fees were issued in FY 2010

<sup>2</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 May 30, 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>	800,231	552,218	69.01%	968,053	582,760	60.20%
<i>Operating Expenses</i> <sup>1</sup>	937,376	557,843	59.51%	1,174,696	493,776	42.03%
<i>Capital Outlay</i>	649,263	183,744	28.30%	1,916,960	386,310	20.15%
<i>Debt Service</i>	665,889	215,514	0.00%	706,843	194,681	0.00%
<i>Other Uses</i>	2,019,490	436,074	21.59%	309,061	206,041	66.67%
<b>TOTAL</b>	<b>5,072,249</b>	<b>1,945,392</b>	<b>38.35%</b>	<b>5,075,613</b>	<b>1,863,568</b>	<b>36.72%</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 May 30 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>	457,283	306,389	67.00%	482,813	309,351	64.07%
<i>Operating Expenses</i> <sup>1</sup>	260,365	74,147	28.48%	56,770	55,110	97.08%
<i>Capital Outlay</i>	25,805,570	4,902,841	19.00%	64,891,192	3,730,736	5.75%
<i>Other Uses</i>	224,463	125,085	55.73%	2,382,642	2,113,739	88.71%
<b>TOTAL</b>	<b>26,747,681</b>	<b>5,408,463</b>	<b>20.22%</b>	<b>67,813,417</b>	<b>6,208,936</b>	<b>9.16%</b>

<sup>1</sup> Operating expenses is higher due to legal fees incurred for the Judson case and the N&J Construction. Once settlement is reached the funding of legal fees from N&J can be derived from the project costs.

## HUMAN RESOURCES (Taren Kinglee)

- Conducted review of all employees' driver license status and driving history for compliance with League's permissive use policy.
- Staff participated in the KAPOW exposition.
- Accident Review Committee held several review meetings.
- Consultation with outside council through Florida League of City regarding pending litigations including deposition for cases.
- Responded to several public records request.
- Responded to EEOC complaint.

- 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	Mar-Apr	Apr-May	Apr-May
Applications/ resumes received	240	157	152	92	183	146	90	71
Positions Advertised	6	2	4	3	4	2	1	0
Interviews Conducted	18	44	9	39	15	42	9	9
Pre-employ Physicals	15	5	4	1	3	22	11	13
Background/ Reference Checks	18	3	3	14	9	3	6	250
New Hires	8	5	3	4	1	3	4	5PT
Workers Comp Claims	22	26	19	15	8	29	36	23
Exit Interviews	2	2	1	0	0	1	0	0
Promotions	0	0	0	4	1	1	0	3

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

### **MAJOR INITIATIVES MANAGED**

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

- working with ATS to reduce the monthly fee for each camera location
- Completed revenue analysis re: FY 2012 projections

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

- Conducted one Board Meeting and Attended Saturday, Board retreat
- Finalized Fiscal Agent agreement
- Transitioned documents re: Incorporation and Federal ID numbers

#### **Building and Code Compliance**

- Worked with staff to establish a RLI for possible sale of past due liens
- FY 2012 Revenue Projections and Fee Manual
- Analysis of Food Truck Legislation
- Analysis of Unsafe Structure Legislation

#### **Police Department**

- Byrne Grant Funding
- FY 2011 EOC Grant preparation
- 2012 Revenue projections
- PTO Accrual Issues
- OT analysis and projections

- UASI FY 11 budget reduction proposal

**IT**

- Building and Code System Analysis
- Virtualization
- Budget finalization

**MISCELLANEOUS**

- Communications Forum

**LEGISLATION PREPARED (NON LEGAL)**

- Byrne Grant
- Fishing and Gardening Advisory Board

**EXTERNAL MEETINGS**

- Meeting w/Calder Re: Zoning Issues

**POLICE DEPARTMENT (Matt Boyd, Chief)**

**Police Department Staff**

TOTAL BUDGETED POSITIONS: 258

TOTAL HIRED TO DATE: 250

- 1 Chief
- 1 Deputy Chief
- 3 Majors
- 8 Captains (1 vacant position)
- 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 Analyst (1 vacant position)
- 1 Management Analyst
- 1 Investigative Assistant
- 1 Crime Scene Supervisor
- 5 Crime Scene Technicians

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

**ARRESTS:**

- FELONY 67
- MISDEMEANOR 219
- TRAFFIC 355
- DUI 1
- WARRANT 48

**TOTAL ARREST 690**

**CITATIONS:**

- MOVING 693
- NON-MOVING 978
- PARKING 166

**TOTAL 1837**

**FIELD INTERVIEW CARDS 1494**

**TOTAL CALLS RESPONDED TO 6302**

**REPORTS WRITTEN 1735**

**TRAFFIC CRASHES 286**

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

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

<u>268</u>	- Property Receipts Processed
<u>08</u>	- Property Receipts Rejected
<u>16</u>	- Property Released
<u>51</u>	- Property out to Lab
<u>0</u>	- Property to be Disposed
<u>06</u>	- Lab Runs to MDPD
<u>\$5,553</u>	- Cash Impounded
<u>18</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 2,035 / Walkup Requests at Window 842 / Mail Logged In 440 / Fingerprints 22 / Background Checks 82 / Total Revenue Collected \$107,018.00.

## Number of calls received by dispatch:

CAD Calls = 11,884 / Administrative Phone Calls = 12,419 / FCIC Entries = 245 /

Overtime Hours = 428 total; 111 hours (January 1-7) 120 (January 8-21) 92 (January 22-31).

## Court Liaison and Off-Duty

- 99 subpoenas stamped and placed in the officers' mailboxes.
- 430 off duty personnel processed and entered into Eden for payroll processing.
- 0 off duty vendor requests processed.
- 0 dispositions stamped and placed in the officers' mailboxes.

## The monthly activity for the Investigations Division for the month of May 2011 is as follows:

### Arrests – Total: 226

Felonies –	67
Misdemeanor –	132
Truants Returned-	0
U.S. Currency Seized –	\$1,436.00
Vehicles Recovered –	30
Vehicles Recovered Value-	\$298,000.00
Vehicles Processed-	9
Property Recovered Value-	\$6,600.00
Firearms Seized –	06
Search Warrants	02

**Total Cases Assigned**    346        **Closed**        150        **Rate**    43.35

**Scenes Processed by Crime Scene Investigations Unit-**    155

## 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 GOB contract exhibit for the next phase for the Betty T. Ferguson Center was filled out and returned to the County on 3/25/11. The new contract for the B.T.F. Center and for the other 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 and forth FF&E reimbursement package was delivered to County staff on 6/03/11.**

## **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. Notice to Proceed for A/E Services was issued to Artist. Submittal of Final Design is scheduled for 07/01/11.
- 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. CAFÉ System was set-up for “Calls” for three projects on 03/29/11.
- The Miami Carol City Park Recreation Building AIPP mural project is now started. The “Call for Artists” was extended on 04/01/11 via CAFÉ System online and the Miami Herald. The deadline for Artist applications was 04/30/11 and 30 applications were received. **Applications were reviewed for qualifications and four artists were shortlisted on 06/06/11 to provided proposals to the City. The relative Artist Proposal Agreement is currently being reviewed by the City Attorney’s Office for legal sufficiency.**
- The Betty T. Ferguson Recreational Complex Phase II – Amphitheatre AIPP mosaic project is now moving forward. The “Call for Artists” was extended on 04/01/11 via CAFÉ System online and the Miami Herald. The deadline for Artist applications was 04/30/11 and 15 applications were received. **Applications were reviewed for qualifications and four artists were shortlisted on 06/06/11 to provided proposals to the City. The relative Artist Proposal Agreement is currently being reviewed by the City Attorney’s Office for legal sufficiency.**

## **CAPITAL IMPROVEMENT PROJECTS:**

### **New City Hall & PD Building: Design Phase 55% – 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.
- 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.
- 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 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 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 Schematic Design was conditionally approved by the City on 3/25/11.
- 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 performed the final Schematic Design estimate based on the 2/25/11 submittal from the A/E. The estimated cost for the facility is just over \$40,000,000 which is more than \$2,000,000 less than the previous estimate.
- The Design Development (DD) drawings were submitted to the City on 4/25/11. The City reviewed the drawings and provided comments to the design team. **The DD drawings and specifications have been revised and they were be submitted to the contractors to develop the DD estimate on 5/20/11. The estimate was completed on 6/10/11 and is being reviewed by staff and the design team. The cost estimate for the Earthwork is \$2,219,902. The cost estimate for the buildings is \$41,038,831 including all permit fees.**
- The Demolition Package has been reviewed by DERM and the MG Building Department. Awaiting Contractor to pull permit.
- The Tree Relocation/Removal package was advertised for bids on 4/14/11
- The award notice to the contractor for the Tree Relocation/Removal package was issued on 5/6/11.
- The DERM Tree Permit was issued on 5/10/11.
- The kick-off meeting for the Tree Relocation/Removal package was held on 5/12/11.
- The Earthwork Package has been reviewed by the city staff, the building department and Public Works. The package will be submitted to DERM when all of the comments have been incorporated. **The Earthwork Package has been approved by North Miami Beach for the water and sewer service. Miami Gardens Public Works has also approved the package.**
- **The bid advertisement for the Demolition Package was on 5/20/11 and the bids were received on 6/10/11. The low bid is being reviewed by staff.**
- **The A/E submitted a proposal to conduct construction management services for the Demolition Package. The Purchase Order for these services has been initiated.**
- **The tree contractor started the preparation of the trees for the tree relocation on 5/18/11.**

- The tree contractor started the relocation of Palm Trees to the various park sites on 6/9/11. The relocation for all existing trees will be completed by mid-July, 2011.

## **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. A follow up notice was sent to the GC on 4/14/11. **Staff has reached an agreement with Skyline regarding the release of retainage for the project.**
- **Staff met with Miami Skyline on 5/11/11 to resolve all of the issues to close-out the project. The final Certificate of Occupancy and the close-out documentation are in progress.**

## **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.
- **DERMS most recent response to the City has additional tests requested. A meeting was held with DERM on 5/25/11 to discuss the additional testing that was requested by DERM to minimize the requirements. Staff will be recommending that no additional testing should be done until the City is ready to proceed with the storm drainage project.**
- 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.
- All supplemental documentation has been submitted and the Warranty Deed was executed by the City to Deed the parcel of land that Pump Station # 33 at the south side of the site sits on to MDWASD. The Warranty Deed was approved by

the City Council during the 5/11/11 meeting. Final documents were submitted 4/11/11 to the traffic engineering section and are undergoing a final review for acceptance confirmation of conformance. **The Plat recordation occurred in June 2011. The final CO is now pending.**

- 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. Work was started on 4/5/11 to remove the failed paint materials for the Natatorium ceiling. The reapplication of new paint started on 4/15/11. **The work has been completed and the pool area is being cleaned. The pool is ready to be reopened on 6/13/11.**
- **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 and electrical inspections were completed on 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. **Staff is currently pursuing a re-bid opportunity.**
- A bid package for HVAC upgrades has been prepared for securing proposals. The pre-bid meeting was held on 5/10/11. **The bids were opened and a purchase order has been initiated for the low bid contractor. The building permit is in progress.**
- A bid package for acoustical wall treatment has been prepared for the installation of acoustic panels in the Gym and the Auditorium. The pre-bid meeting was held on 5/09/11. **There was only one bid received. The bid is below the project estimate so an Agenda item will be prepared for the July 13<sup>th</sup> City Council Meeting.**

- 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 received payment. **The 3<sup>rd</sup> & 4<sup>th</sup> FF&E reimbursement packages were delivered on 6/03/11 and the payment is pending.**

## **Miami Gardens Community Center Amphitheatre: Construction 95% – 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.
- 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.
- Roof framing was installed along with the steel decking. The wood deck and final roofing surface has been installed.
- Electrical systems have been installed and the inspection for permanent power has been completed. The final mechanical & plumbing inspections were performed during the week of 5/09/11.
- **The project did not achieve substantially completed on 3/12/11 as required by the contract. The Contractor is currently incurring liquidated damages for project delays. The contractor's progress has impacted the substantial completion date by about 64 days.**
- **The contractor claimed that the project achieved substantial completion on 5/13/11. The A/E project achieved substantial completion on 5/17/11. The Punch List was issued to the contractor and the remaining work is in progress.**

## **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 GOB contract exhibit was filled out and returned to the County on 3/25/11. The City is awaiting the GOB contract 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. **The closing date for the property did not occur as anticipated 4/13/11.**
- **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 WASD 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 2011.**
- **The issuance of the General Obligations Bond (GOB) was approved by the Board of County Commissioners on 3/1/11. The City is awaiting the GOB contract from Miami-Dade County. The low bid contractor will have the first right of refusal on the award of the contract once the GOB contract has been received from the County.**
- **Once the bid has been approved by the City Council the construction can begin.**

**Miami Carol City Park: Close-out 100% completed, Warranty Period – 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.
- **The second reimbursement package was submitted to the County in May 2011 and the payment from the Grant Agency is pending.**

### **Brentwood Park Sports Lighting Football Field: Construction 100%, Closeout Phase - 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 Began on 3/21/11. The installation was completed during the week of 4/25/11. The project was finished ahead of the scheduled 5/25/11 completion.
- The testing for the light fixtures was completed on 5/10/11.
- **The project close-out is in progress.**

### **Brentwood Park Sports Landscape Irrigation Master Plan: Bid 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.
- The Parks Department Staff was not permitted by the Building Department to provide the installation.
- **The Landscape Architect has provided revised documents to secure bids for the installation. A bid invitation was advertised for the installation and bids were received in May, 2011. The building permit is in progress.**
- **The laser grading & sod application for the football field has been bid. The NTP will be issued when the irrigation system has been completed.**

### **Brentwood Park Playground Shade Structure: Construction 100%, Closeout Phase - J. 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 submitted for the building department permits on 3/14/11.
- During the week of 4/1/11 the structure was installed and inspected.
- **The project is in the Close-out Phase. The final payment to the contractor is pending.**

### **New Senior Center: Planning Phase 95% - 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 conducted with the A/E and city staff to review the draft reports on 3/14/11. The 40 Year Report was finalized and submitted to the MG Building Department.
- The Building Department conducted inspections of the building during the week of 4/04/11.
- **The A/E submitted a proposal to prepare the construction documents to address all of the problems identified by the 40 Year Report and the Building Department.**
- **The Purchase Order (PO) will be issued the week of 6/13/11. The A/E will start preparing the construction documents once the Purchase Order is issued.**
- 

## **SCHOOL CROSSING GUARDS (Cherise Asberry)**

### **Tasks Completed:**

- End of School Year Activities
  - Awards Ceremony
  - Uniform Submission

### **Meetings Attended:**

- Director's Mtg.-
- Department Mtg. w/ Renee Crichton-
- SCG Employee Staff Mtg –
- Agenda Review/ Staff Meeting-
- CTST Meeting- June 6, 2011

### **Meetings Scheduled:**

- CTST – August 1, 2011

### **Misc: Upcoming Activities**

- School Assessments

### **Employee Incident Reports:**

- **Total: 0**

**Terminations: 0 Resignations: 0 New Hires: 0**

**BUILDING AND CODE ENFORCEMENT (SHARON RAGOONAN)**

<b>REVENUES:</b>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>	<u>04/15 to 05/13</u>	<u>05/14 to 06/14</u>
Building Permits	\$154,384.67	\$119,934.18	\$134,808.40	\$148,924.47	\$196,306.48
Certificates of Occupancy (CO)	\$1,145.30	\$1,458.50	\$3,375.00	\$2,977.28	\$4,657.28
40 Year Recertification	\$0.00	\$315.00	\$0.00	\$315.00	\$2,520.00
Overtime Inspection Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unsafe Structures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,102.56</u>	<u>\$0.00</u>	<u>\$1,023.76</u>
<b>TOTAL:</b>	<b>\$155,529.97</b>	<b>\$121,707.68</b>	<b>\$139,285.96</b>	<b>\$152,216.75</b>	<b>\$204,507.52</b>

<b>EXPENDITURES:</b>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>	<u>04/15 to 05/13</u>	<u>05/14 to 06/14</u>
Salaries & Wages	\$90,325.21	\$90,310.26	\$91,685.27	\$135,434.12	\$180,500.51
Personnel Benefits	\$34,315.55	\$29,130.48	\$29,392.22	\$40,741.83	\$55,206.23
Contract Services <i>(Professional Services)</i>	\$400.00	\$40.00	\$116.15	\$841.86	\$1,663.09
Operating Expenditures/Expenses <i>(Travel &amp; Per Diem; Postage &amp; Freight; Utilities; Rentals &amp; Leases, etc.)</i>	\$18.58	\$1,098.85	\$901.95	\$407.80	\$1,472.83
Operating Expenditures/Expenses <i>(Supplies; Other Operating Expenses; Uniforms; Books; Education &amp; Training, etc.)</i>	\$275.00	\$3,198.41	\$1,827.74	\$3,538.02	\$4,169.15
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Internal City Expenditures	\$40,049.50	\$40,049.50	\$40,049.50	\$40,049.50	\$40,049.50
Unsafe Structures Expenditures	<u>\$1,798.06</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$167,181.90</b>	<b>\$163,827.50</b>	<b>\$163,972.83</b>	<b>\$221,013.13</b>	<b>\$283,061.31</b>

<b>Permit Applications Submitted:</b>	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>	<u>04/15 to 05/13</u>	<u>05/14 to 06/14</u>
Building Certificates of Occupancy	153	186	210	223	229
	5	9	19	6	2

Demolition	2	3	14	12	10
Electrical	74	79	142	131	102
MDC Permit Closure	11	10	23	25	18
Mechanical	33	32	59	55	48
Miscellaneous	58	35	34	45	55
Plumbing	63	36	67	67	66
Public Works	17	11	10	29	34
Recertification	0	4	7	1	12
Zoning	<u>65</u>	<u>81</u>	<u>79</u>	<u>39</u>	<u>54</u>
<b>TOTAL:</b>	<b>481</b>	<b>486</b>	<b>664</b>	<b>633</b>	<b>630</b>

Permits Issued:	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>	<u>04/15 to 05/13</u>	<u>05/14 to 06/14</u>
Building	133	149	214	208	215
Certificates of Occupancy	4	10	18	9	1
Demolition	1	2	4	14	8
Electrical	57	86	134	115	116
MDC Permit Closure	6	3	15	15	10
Mechanical	30	29	52	53	42
Miscellaneous	25	26	33	27	23
Plumbing	74	32	57	53	66
Public Works	16	11	12	20	30
Recertification	1	1	0	0	0
Zoning	<u>28</u>	<u>55</u>	<u>79</u>	<u>48</u>	<u>48</u>
<b>TOTAL:</b>	<b>375</b>	<b>404</b>	<b>618</b>	<b>562</b>	<b>559</b>

Plan Performed:	Reviews	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>	<u>04/15 to 05/13</u>	<u>05/14 to 06/14</u>
<b>City Staff</b>						
Building		172	177	240	239	253
Electrical		113	141	221	175	168
Mechanical		53	70	71	61	44
Plumbing		100	90	123	108	105
Structural		82	101	116	97	98
<b>Professional Services</b>						
Building		0	0	0	0	0
Electrical		0	0	0	0	0
Mechanical		0	0	0	0	0
Plumbing		0	0	0	0	0
Structural		<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>
<b>TOTAL:</b>		<b>520</b>	<b>579</b>	<b>771</b>	<b>683</b>	<b>668</b>

Inspections Performed	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>	<u>04/15 to 05/13</u>	<u>05/14 to 06/14</u>
<b>City Staff</b>					
Building	490	453	609	692	718
Electrical	158	168	179	178	256
Mechanical	49	63	85	68	88
Plumbing	221	206	217	228	216
<b>Professional Services</b>					
Building	0	0	0	0	0
Electrical	0	10	0	15	0
Mechanical	0	0	0	0	0
Plumbing	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>918</b>	<b>900</b>	<b>1,090</b>	<b>1,181</b>	<b>1,278</b>

UNSAFE STRUCTURE CASES	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>	<u>04/15 to 05/13</u>	<u>05/14 to 06/14</u>
Issued	2	1	1	0	2
Board Hearing	1	0	0	0	0
Demolished	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>2</b>

**CENSUS BUREAU MONTHLY REPORT:**

NEW CONSTRUCTION	<u>01/15 to 02/14</u>	<u>02/15 to 03/14</u>	<u>03/15 to 04/14</u>	<u>04/15 to 05/13</u>	<u>05/14 to 06/14</u>
Commercial Permits	0	0	0	0	0
<b>Total</b> - Construction Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Residential Permits	0	0	6	5	9
<b>Total</b> - Construction Value	\$0.00	\$0.00	\$672,025.00	\$487,135.00	\$1,016,250.00

**MAJOR PROJECTS:**

1. D R Horton Guardhouse
2. FMU Dorm inspections are on-going.

**CODE ENFORCEMENT (Roderick Potter)**

- Started the Abandoned Property Registration program.
- Attended a demo for the Federal Property Registration Corporation software system.
- Code Management staff attended the Nuisance Abatement Board hearing.
- Code staff attended the Taste in the Gardens.
- Building & Code Department conducted the Guest Services Committee meeting for improved guest satisfaction.
- Implemented the revised Special Event application and amended Ordinance.
- Code management staff attended demos by CSC Portfolio management, Lamas, Sungard, MyGov, and Noel Dot.Net regarding a new code software system for the Code automation project.
- Attended the State of the City Address.
- Attended a Special Event meeting to plan for the Mt. Zion AME Church.
- T.R.I.P. Vista Verde Park Project completed.
- Conducted a Special Event meeting with the S.H.E.A.R. program to plan a special event.
- Code attended the Rolling Oaks and Scott Lake Neighborhood Crime Watch meetings.
- Conducted the monthly management field zone review.
- Conducted weekly code compliance management meeting.
- Conducted the monthly Housing Division meeting.
- Conducted monthly general staff meeting.
- Attended the Sr. Management meeting for Building & Code management team.

## **PERSONNEL**

### Staff Development:

- Code Officer Miller attended the Crestview career day and the Parks Department Senior's day event. The
- All CEO's attended the Gold Coast Association of Code Enforcement (GCACE) network and training.

<b>CODE Stats:</b>	<b>Feb 11</b>	<b>Mar 11</b>	<b>Apr 11</b>	<b>May 11</b>
Business Tax Receipt	58	154	127	172
Inspections				
Certificate of Use Inspections	58	61	42	137
Landlord Permit Inspections	5	72	102	67
Warning Notices Issued	332	420	218	151
Civil Violation Notices Issued	72	43	84	461
Re-Inspections	204	124	269	207
Special Master Hearings	12	15	16	14
Massey Hearings	17	59	38	32
Lien Reduction Amnesty	8	16	5	7
Request Hearings				
Extension Requests	72	86	70	65
Complaints Received	136	138	89	102
Proactive Cases	325	552	192	437
Cases Closed Within 30 Days	69	38	135	115
Cases Closed Within 60 Days	0	8	9	2
Cases Closed Within 90 Days	4	7	6	0
Special Operations-Code	5	8	9	5
Special Events	2	1	2	0
Illegal Signs Removed	584	595	641	699
Phone Calls Received by CEOs	232	244	218	239
Parking Tickets Issued	12	6	3	4
Lien Searches	203	225	162	240
Joint Operations-MGPD	8	2	1	3
PD Requests for CE	21	17	4	7
Abandoned Vehicles - Tagged	14	10	12	9
Abandoned Vehicles - Towed	1	4	0	1

<u>Licensing Stats</u>	<u>Feb 11</u>	<u>Mar 11</u>	<u>Apr 11</u>	<u>May 11</u>
New Business Tax Receipts	59	171	94	71
New Certificates of Use	48	50	37	42
New Alarm Permit Accounts	41	42	4	37
New Landlord Permit Accounts	7	9	37	5
Business Tax Receipts Issued	126	115	76	137
Certificates of Use Issued	95	81	65	111
Alarm Permits Issued	84	139	26	75
Landlord Permits Issued	3	23	19	23

<u>Housing Stats</u>	<u>Feb 11</u>	<u>Mar 11</u>	<u>Apr 11</u>	<u>May 11</u>
Re-occupancy	78	102	88	82
Inspections	64	84	89	73
Re-occupancy Applications	54	65	50	44
Re-occupancy Certificates issued	7	7	0	1
Administrative Foreclosure Inspections				

**Note: All totals are from beginning to end of month.**

### **ASSISTANT CITY MANAGER (Vernita Nelson)**

- Media & Events Division –  
Close out of production expenses associated with 2011 Jazz in the Gardens music festival is 95% complete; Held weekly meetings with AEG Live to begin implementation of deliverables for 2012 Jazz in the Gardens music festival; Assisting Miss Miami Gardens Janey Tate in preparation for the 2011 Miss Florida Pageant.
- Capital Improvement Projects – Preparation of council agenda item; Received 100% of Safe Neighborhood Parks funds for work completed at several parks; Assisting with RFP process for New City Hall; Served on Art in Public Places Review Committee to select a slate of semi-finalist artists for the Miami Carol City Recreation Center and Amphitheater projects.
- Public Works Department – Preparation of council agenda items; Attended management team meeting; Conducted field visits to two work sites

- Procurement – Serving on committee to review proposals received in response to RFP #10-11-049 Senior Survey and Needs Assessment; Assisted with preparation of agenda items and reports to council.
- Conducted Weekly Department/Division Meetings
- City Manager’s Office – On-going meetings with consultants related to future City Hall project; Preparation of council agenda item; Assisting with preparation of FY12 budget; Meeting with Miami Dade Public Schools to plan for Project Victory program at city hall in August 2011; Attended Florida Parks & Recreation Association Board Retreat, May 18<sup>th</sup> – 20<sup>th</sup>; Met with community partners to develop a proposal for the Community Transformation Grant; Served on CMG Accident Review Committee

#### Additional Meetings:

- 5/23-25 – Jury Duty
- 5/25 – CMG Council Meeting
- 5/30 – Memorial Day Celebration
- 5/31 – Furlough Day
- 6/1 – Furlough Day
- 6/5 – Intergenerational Fashion Show

#### **MEDIA & EVENTS (Ula Zucker)**

- Completed the May 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 have finished the June 2011 issue and it is currently being printed and prepared for distribution.
- The dates for the 2012 Jazz in the Gardens (7<sup>th</sup> annual) music festival have been set. Please mark your calendars to join us on the weekend of March 17<sup>th</sup> and 18<sup>th</sup> 2012 at Sun Life Stadium
- We have been assisting Miss Miami Gardens, Janey Tate, prepare for the Miss Florida Pageant. Miss Janey Tate will be participating in the Miss Florida Pageant in St. Petersburg, Florida, from July 6<sup>th</sup> through July 9<sup>th</sup>. Preparation for the pageant includes completing paperwork and creating planning schedules for pageant week. In May 2011, we attended orientation for the Miss Florida Pageant (Miss Tamilla Mullings accompanied Janey Tate as it was mandatory that a staff member be present). For an update on Miss Miami Gardens and her journey, please visit [www.missmiamigardens.com](http://www.missmiamigardens.com).
- The Annual Memorial Day Remembrance Ceremony was held at the Betty T. Ferguson Community Center on Memorial Day. Over 200 members of the

community attended. The keynote speaker, Lt. Col. Rufus Curry Jr. Of the US Army, delivered a wonderful keynote address memorializing our fallen soldiers and Johnny Holiday, jazz saxophonist, provided a patriotic musical tribute. The event was followed by a reception where light refreshments were served. The event was well received and was one of the best Memorial Day events the City has ever hosted.

- North Star Destination, the company contracted to assist us with our branding campaign, has completed their services to the City. As it stands now, the new brand/logo, strap line/ tagline and research component has been delivered to us. The Events and Media staff is working on a presentation to be shared with council in September 2011 that will show the various ways the new brand can be implemented both externally and internally throughout the City.
- 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 forging a long-term relationship to keep the event in Miami Gardens and rename the Carnival to "Carnival in the Gardens".
- The Tourist Development Council approved a grant for Jazz in the Gardens in the amount \$15,000. While we applied for the maximum of \$25,000, we were approved for \$15,000. Currently we are completing all the forms necessary to claim the grant award. Since 2007 we have been successful in being awarded this grant. This most we have ever been awarded since initially applying in 2007.
- Met with Parks and Recreation Department to discuss potential programming ideas for the new Amphitheater at the Betty T. Ferguson Center.
- 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)**

- Prepared and issued five bid/RFP:  
Demolition of Wachovia Bank Building  
Replacement Housing 18821 NW 7<sup>th</sup> Avenue  
Replacement Housing 15330 NW 29<sup>th</sup> Court  
Rehabilitation Home 19210 NW 7<sup>th</sup> Court  
Sports Courts Repairs
- Prepared and issued two Quotations:  
Irrigation Supplies

## Photography Services

- Preparing specifications for the following:  
 Demolition Services – Mt. Hermon Church, 2245 West Bunche Park Dr.  
 Fire Suppression System – postponed insufficient budget  
 Sponsorships for Youth Sports Programs  
 Emergency Board up Services  
 Furnish & Installation of Scoreboards  
 Parks After School Program  
 Design-Build Canal Work  
 NW 38<sup>th</sup> Court Drainage Improvements  
 Tree Removal & Trimming
- Issued 58 Purchase Orders
- Continue to maintain Fixed Assets (ongoing)
- Continue to order and assist with auditing fuel card program
- Continue to train and assist City staff on Eden software
- Continue entering contracts into Contract Management (ongoing)
- Continue assisting vendors with on-line vendor registration Bids & Quotes – bid vendors (ongoing)
- Continue to add current contracts to Procurement Web Page
- Presented at Citizen's Academy
- Presented at Turner School of Construction Management Program

Purchases \$25,000-\$50,000			
Date	Vendor	Service/Project	Amount
6/10/11	Tally Engineer	Testing Services – NW 7 <sup>th</sup> Ave	\$30,000.00
06/10/11	Kimley-Horn	Stormwater design project	\$31,000.00
06/07/11	Delcons	Rehab work	\$31,675.00

## 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.
- Our software tracking program has been in place for just shy of a year and a half and we are already passed our 4,000<sup>th</sup> work order.
  
- **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.
- Low utilization vehicles are being brought to the attention of department heads.
- Employees are directed to procure fuel within city limits, purchases outside of city limits are brought to the attention of the respective department head.
  
- **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.
  
- **Graphics**  
Fleet Admin. coordinated the installation of graphics for Building Services Department and Roof decals for K9 units on May 25, 2011.
  
- **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.
  
- **Vehicle Lot Checks/Inspections**
- Fleet Manager performed vehicle inspections on a few night shift PD units, May 19, 2011
- Building and Code vehicles inspected
- Fleet Manager performs weekly lot checks, identifying vehicles concerns and notifying department heads when appropriate
- Replace spot light bulbs and missing hubcaps on Patrol cars

- Monthly start up and check City Hall and Parks standby generators
- **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**
- Fleet Manager attended the preview of the new Dodge Police Charger at the Dodge Pursuit Event in Daytona on May 18, 2011.
- Fleet Staff participated in the KAPOW event at BTF Center on May 19, 2011.
- Fleet Staff attended a South Florida Fleet Managers meeting in May 24, 2011 located at the City of Deerfield to discuss best practices for cost reduction.
- At the request of the Parks and Recreation Department, on May 25, 2011 the Fleet Department put together two meetings in conjunction with Risk Management for drivers to review driving safety, accident safety, and vehicle maintenance.
- Fleet Admin. attends monthly Committee meetings.
- Both the Fleet Manager and Fleet Representative tested for Fleet Management Certification for the EVT Manager L1 & L2 program on June 4, 2011.
- **Alternative Fuels** – The Fleet Department is looking into converting two existing gasoline units to run on LPG. They are currently in service at Public Works.
- **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)**

This Status report covers the activities of the Information Technology Department for the period from 05/19/2011 through 06/15/2011. It is organized into the following areas:

- Significant Accomplishments
- Significant Issues

- Travel Activity

Accomplishments from Month:

- **Significant Accomplishments**

- The SunGard OSSI Contract was approved by Council. This allows PD to continue using the software necessary for their operations.
- Participated in the Citizens Academy. Presented for the class of 2011. The entire IT team was present and introduced themselves to the class. The presentation was well received and the IT team enjoyed explaining how we “help others do, what they do. . .better!”
- Telestaff Deployment is complete. We had issues with the Dialogic Board, which is the board that allows the machine to make and receive phone calls. The vendor sent us a bad card. After weeks of testing with AT&T and various attempts to resolve the issue, they finally agreed to send out a new card and the system immediately began to work. Now they are fully functional.
- Contacted Paul Catania. He has agreed and has begun to work on the Load Program for CD.
- IT working with Antranette Pierre to in discussions on the Web Site for the Miami Gardens Chamber of Commerce and functionality. This project will continue, but we expect to launch the website by the end of August.
- Met with Ula Zucker to begin assisting with the CMG Branding Campaign. We will be helping to create a better presentation for the council and resident’s first viewing.

- Many Website changes occurred. Continued working with the Building Department to provide some new features and pages to their portion. Awaiting detailed information in order to provide various updates to the Police Departments web page. Provided various updates to the CD portion and provided various updates for other departments.
- Added the button on both the CH and PD websites for Cry Wolf. Added the document created by Steve List of the PD. The site is up and ready to begin taking in revenue for the City.
- Many Website Changes for Miami Lakes. The web is the biggest medium used by the Town to communicate with their residents so a large web presence and commitment from our part is needed to keep things going.
- Continued working on an IT 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 our weekly conference calls with OSSI to work on correcting issues and outstanding tickets with operation of their software for PD.
- Working to set up AFIS circuit and system for MGPD fingerprinting system.
- Worked with the Parks Department to set up the fingerprint reader for volunteer investigations. System has been set up and is operations.
- Continued working with Code Enforcement to not only automate, but to deliver more efficient services for staff and residents. Taking a look at other cities to see “What Success looks like,” and try to replicate it here at CMG.
- Working with Contractor and for low voltage wiring, Intrusion Detection System and Video surveillance camera system needed for the Amphitheater at BTFCC.

Contractor has already started work and should be finished by 6/24/11. IT has the switch already programmed and ready for placement. Both the images and alarms from the newly installed equipment will be sent to and monitored by MGPD

- Continued working on Re-establishing the setup of communications at Cloverleaf for the Children's Trust Team. We are working to put them on their own secure wireless network, which will be separated from the CMG network. They will also have their own phone system and be responsible for payment of call communication services and devices.
- It staffed worked to set up Miami Lakes with data and email backup equipment and software. CMG IT has installed and implemented a true automated backup system for the Town. Successful backups have been completed and users are now able to use GFI archiver to search and retrieve emails.
- .IT had to resubmit the network diagram for OSSI. IT was also asked to comply with new regulations by CJIS for Vlan security and separation of networks that touch a public safety network. This took configuration changes on our network and a resubmittal of our current network. After review, we successfully passed certification by FDLE once again!
- **Significant Issues**
  - Mobility continues to create a major problem for IT in government as well as the private sector. Businesses are having a difficult time keeping up the various different types of PDAs, IPADs, and other devices. It is causing Microsoft Exchange (email) to stall. We are working on a workaround and are monitoring closely. We will be ordering and testing IPADs. Many users, especially at our PD have been purchasing and are now using them for business. We have not been able to provide any support or advice because we are not familiar with them. Davie has deployed them for Code and Building remote access. We will pilot them

in IT to see if it would be practical for CMG. The cost is much cheaper than that of a laptop.

- Still working to clean up various issues with OSSI.
- Increase in time and resources being spent on Records Request. May cause a spike in Overtime.
- **Travel Activity**
  - Ricardo will be attending graduation from CCIO program in July
  - Ron attending FLIGSA conference in July
  - Ron attending Cisco Training in August to Support TOML systems.

## **PUBLIC WORKS DEPARTMENT (TOM RUIZ, DIRECTOR)**

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. We are also taking on the task of monitoring bus shelters for cleanliness and proper infrastructure. We have also added Swat-a-Litter Bug signs to some of our shelters for public awareness.
2. Staff continues to mow public right-of-ways to ensure that the roadways are aesthetically pleasing. 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 are within the Hurricane season once again and maintenance is being conducted by pruning problem trees that will be a hazard in a storm.
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. The sweeper truck is also on the roadways each day cleaning curb and gutters around the City, eliminating those pollutants which find a way to our waterways.

Clean drains are critical this time of year in the presence of a storm, every cubic inch is necessary.

6. Trans Florida continues to work on NW 7 Avenue Road Enhancement Project. The bid price is \$2,981,645. Installation of Drainage System is completed between NW 183rd Street & NW 188th Drive. Limerock base and curbs completed between NW 183rd Street & NW 187th Street - pending first lift of asphalt. The Contractor continues to work on the east side of NW 7th Avenue installing drainage system and constructing concrete sidewalks/driveways & curbs. Traffic is maintained in each direction. All traffic movements, access to businesses and residential areas are being maintained.
7. Horizon Contractors has completed the construction of the third LAP Roadway Improvement (ARRA) project. The project accomplishments are: installation of 2350 linear feet of 10 feet wide red stamped concrete sidewalk along the 42 Avenue canal from 171 Street to 179 Street; milled and re-paved along with new pavement markings 1.3 miles of road at 156 Street between 47 avenue and 42 Avenue and 42 Avenue from 156 Street to 167 Street; installed 132 linear feet of guard rail; replaced 48 ADA/connectors; replaced 60 broken sidewalk flags. On June 14, 2011, the Florida Department of Transportation performed an audit on the quality control materials and testing.
8. Wrangler Construction continues working on the construction of the residential drainage improvements project. The approved budget for this project is \$350,000 and 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 South Florida Water Management District (SFWMD) and the City's match is \$218,904. On May 16, 2011, the construction of the project started. The contractor, Wrangler Construction, has completed installation of 9 catch basins, 480 linear feet of French drains, and a total of 635 LF of pipe. The contractor is continuing with the installation of drainage infrastructure on NW 21 Ave and NW 194 Ter.
9. The design for Stormwater project for the residential area from NW 38 Court to 38 Avenue and NW 210 Street to 210 Terrace is completed. On June 14, 2011 the bid documentation was sent to Purchasing Department for bid process. The total budget amount for this project, including design services is \$172,500, of which \$75,000 was received from SFWMD and the City's match is \$ 97,500.
10. The design for Stormwater project for the residential area from NW 9th Avenue to 10th Place and from NW 191 Street to NW 193 Street is 90% completed. The total budget amount for this project, including design services is \$373,500 of which \$162,500 was received from SFWMD and the City's match is \$97,500.
11. The design for Stormwater project for the residential area from NW 158 Street to NW 159 Street and from NW 27 Avenue to NW 32 Avenue has started on June 13, 2011. The total budget amount for this project, including design services is \$258,500 of which \$112,500 was received from SFWMD and the City's match is \$146,000.

12. On June 6, 2011 the construction of irrigation and landscaping improvements along the sound wall have started. The contractor is Orchid Man Landscaping and the bid price is \$47,806 (funding from FDOT with no match). The project consists of installation of irrigation and landscaping on both side of the sound wall along Sunshine State Parkway from 179<sup>th</sup> Terrace to 183 Street.
13. Public Works issued 27 permits of which 10 for driveways and sidewalk, 14 for utilities, 1 for paving and drainage and 2 for banners.
14. On May 16-19 attended the 2011 Governor's Hurricane Conference in Ft. Lauderdale Convention Center.
15. On May 18, 2011, Staff attended the Transportation Improvements Program (TIP) FY 2013-2017 Metropolitan Planning Organization (MPO) Priorities meeting #1.
16. On May 19, 2011, the Assistant Director met with the United States Department of Agriculture Natural Resources Conservation Service State Conservationist in regards to funding that will be granted to the City for dredging, canal bank stabilization, and headwall repairs.
17. On May 24, 2011 the Director attended the Pentab Crime Watch Meeting.
18. On May 25, 2011, staff attended the Transportation Improvements Program (TIP) FY 2013-2017 Metropolitan Planning Organization (MPO) Priorities meeting #2.
19. On May 26, 2011, the Director and staff attended the new Special Event review and approval process that will be implemented citywide to improve the customer experience.
20. On June 1<sup>st</sup>, 2011, the Director and Assistant Director met with the Department of Environmental Resources Management (DERM) to discuss the proposed work in the secondary canals within City boundaries that will be funded by the United States Department of Agriculture Natural Resources Conservation Service for \$1,000,000 and the City will match with \$275,000 from Stormwater Funds. The work includes dredging, canal bank stabilization, and headwall repairs. This funding has been secured from the NRCS. This item will be going in front of Council on June 22 for approval to receive the funding and approve the agreement.
21. On June 2<sup>nd</sup>, 2011, the Director and Assistant Director attended the pre-design meeting with the United States Department of Agriculture Natural Resources Conservation Service for the aforementioned proposed canal projects.
22. On June 6, 2011, staff attended the Community Traffic Safety Team (CTST) meeting. Also, in attendance was the Florida Department of Transportation, Miami-Dade County Public Works, and Miami Gardens School Crossing Guards' department.

23. On June 6, 2011, the Director attended the Norland Crime Watch Meeting.
24. On June 8, 2011, the Director and staff met with Procurement to discuss the scoring for the Debris Monitoring for hurricanes. The committee short listed to two companies to be phone interviewed June 16, 2011.
25. On June 14, 2011 staff met with consultant to review the 30% plan submittal for the pedestrian bridge on NW 175 Street and NW 42 Avenue.

## KEEP MIAMI GARDENS BEAUTIFUL

### **Adopt A Tree**

- Currently partnering with Miami Dade County for 2011 Adopt A tree, scheduled for July 16<sup>th</sup> at the BTF bldg

### **Miami-Dade Landscape Board Grant**

- Submitting documentations to closeout 183<sup>rd</sup> grant

### **Vista Verde Garden**

- Arbor, irrigation and fence will soon be installed on property

### **Community Beautification projects**

- Ongoing

### **Summer School Program**

- Partnering with Beacon Hill School to deliver weekly environmental education to students

### **Keep Florida Beautiful Meeting**

- KMGB Program Coordinator attended a two day training program, giving her the opportunity to learn what innovative projects other affiliates are doing and to share our creative programs with them.

### **Summer Beautification Awards**

- Reviewing nominations

### **Landscape Maintenance**

- City crews are currently maintaining all landscape areas throughout the city. Mulching, fertilizing and weed barriers have been applied this month
- 566 oak, mahogany, Japanese fern trees and vera woods planted in residential swales.

### **In Class Environmental Education Program**

- 14 elementary schools in the city participated
- completed

### **Fountain Appreciation Luncheon**

- planning with CIAB

## **Community Tree Planting**

- volunteer plantings
- scheduling

## **ASSISTANT CITY MANAGER (Dan Rosemond)**

- **Parks Summer Camp-**As a result of the City's fiscal crisis, it was determined that the Parks Department would not provide summer camp programming this year. Instead, the City would contract with the YMCA to provide said programming. After Council's approval of this agreement, City staff was approached by other organizations requesting the use of other Parks' facilities for the offering of summer camp programming. Council was provided a memo with a detailed update of these organizations, the locations where they would be operating, and the fees being charged.
- **Parks Capital Improvements-** In keeping with the 5 year capital improvement plan, I have been able to make the necessary amendments to the City's Annual Action Plan to free up CDBG Funds that can be used on eligible park locations. During this reporting period, we have been able to commence with the irrigation and laser grading improvements needed for Brentwood Park. These improvements will provide a much better ground for the youth football held at the park. CDBG Funds have also paid for the field lights and the playground canopies.

Additionally, Staff is coordinating the needed capital improvements at Carol City Park, but we are prioritizing the installation of the perimeter fencing at the Betty T. Ferguson Recreational Complex.

- **NSP 1 update**—CD staff continues to be diligent in carrying out the required activities under this grant. During this reporting period, Staff has been able to close the sale on an additional 5 properties, bringing the total number of properties sold to 23.
- **NSP 3-** As reported to Council, Staff will be issuing a request for proposals for the targeted activities required in the NSP 3 Grant. The plan submitted to HUD outlined the particular census blocks where these funds would be targeted. The RFP will outline all the other particular requirements of a developer who will request to use the City's allocated funds for NSP related activities.
- **Business Energy Efficiency Program-** This is the program that is being funded with Department of Energy Funds. In the City's submitted plan, we outlined a program that would provide improvements for businesses as well as residents. To date, we have assisted 3 small businesses with grants in the amount of \$15,000. We have another 8 businesses in the pipeline awaiting final approval and completion of work on their properties.

Participated in the following meetings:

- (5-16-11) Bid evaluation committee [Parks concessionaire]
- (5-17-11) Interview panel (2<sup>nd</sup> round)-Parks Assistant Director position
- (5-23-11) Housing Finance Authority Board meeting
- (5-26-11) Greater Miami Gardens Chamber initial board meeting
- (5-26-11) Citizen's Academy Presentation
- (6-1-11) Public Services RFP Pre-Bid meeting
- (6-3-11) Tea with Residents (Councilman Gilbert Event)
- (6-6-11) Wendell James-Brentwood Crime Prevention
- (6-6-11) Councilman David Williams and E.D. of Early Learning Coalition
- (6-13-11) Employee Discipline Appeal Hearing

## **COMMUNITY OUTREACH (Lillie Odom)**

- Participated in the Intergenerational Fashion Show Event with the Elderly Affairs Committee, held on Sunday, June 5, 2011 @ 4:00 pm at the Betty T. Ferguson Recreational Complex.
- Coordinating the Commission for Women Advisory Committee with the; "Girls & Women Summit Project".
- Preparing Commission for Women travel packets to attend the National Association of Commissions for Women to be held in Phoenix, Arizona.
- Continuing to collect and organize articles, artifacts, signs, stories, booklets and pictures in reference to the city history.

### Community/ Committee Meetings

- June 2, 2011 - Attended the monthly community meeting; discussion of the project to be developed at NW 205 street & 27 avenue.
- June 9, 2011– Followed up on the Williams Family with information on the services from the Switchboard of Miami; accompanied by Ms. Lockhart.

June 15, 2011 – Attended meeting for the Commission for Women.

## **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-two (52) participants
- Rolling Oaks Park: thirty-four (34) participants
- A.J. King Park: twenty-seven (27) participants
- Buccaneer Park: seventeen (17) participants
- Bunche Park: twelve (12) participants
- Miami Carol City Park: forty (40) participants
- Norwood Park: thirty (30) participants
- Scott Park: thirty-six (36) participants

## **Kids' Day Off**

June 10 KDO was held at Betty T. Ferguson and Rolling Oaks Parks. The kids enjoy lunch and snack, and indoor/outdoor activities at their sites.

## **Teens' Expanding Horizons After-School Program**

- Teen summer camp begins June 13<sup>th</sup> and ends in August. This program will be held at Bennett M. Lifter Park

## **Future Men/Women of Miami Gardens (Mentor Program)**

- **FMWGMG** program has 15 kids registered and 8-14 kids in attendance. The mentees have been meeting on Saturdays for workshops or fieldtrips and lunch is served before sessions are concluded. The program follows Miami-Dade County School Board schedule and was concluded this month.

## **A.J. King Park**

- Forty participants enjoy line dance from 6pm – 7:30pm Wednesday – Friday
- Snack program has started and the system is a success. Staff and Kids did like the fresh veggies from the new menu (broccoli and cauliflower).

## **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 registered.
- Twenty-five participants take part in line dancing offered on Tuesdays, Wednesdays and Saturdays from 8:30a.m.-12:00 noon for adults of various ages.
- Snack program has started and the system is a success. Staff and Kids are satisfied with the new menu.

## **Bunche Park**

- Two rentals took place at this location this month

## **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 classes are held on Tuesday and Thursday nights with an attendance of 35-40 participants.
- Miami Carol City Senior High Girls Softball Team had a spring tournament this month.

## **Norwood Park**

- One rental took place at this location this month

## **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.
- Over 30 individuals participate in basketball Monday-Friday evenings
- There are church services held Tuesdays, Wednesdays and Sundays.
- There was one party rental held this month.

## **Scott Park**

- Scott Park has daily walkers in the morning and evenings Monday thru Friday.
- Carol City High School hosts baseball games during the week.
- Patrons walk around the park during the mornings and evenings.
- There were six facility rentals held the month.

## **Recreation Highlights**

- **Summer Camp:** The YMCA is providing summer camp services on City parks. Registrations and financial aid applications are accepted on site at all camp location.

## **Athletics**

- **CMGYS Football/Cheerleading:** The City of Miami Gardens Youth Football & Cheerleading practice will begin on June 27<sup>th</sup> at the following parks.( Scott Park/Rolling Oaks-Vikings, Bunche Park-Cowboys, Miami Carol City Park-Ravens, North Dade Park-Bulldogs, BTFRC/Brentwood-Rams,) practice times will be from 6pm-8pm.

- **Miami Gardens Xpress:** The track team will compete in another qualifying track meet on the June 18<sup>th</sup> location (TBA). This is the last qualifying meet, the top 5 finishers will go to the AAU Primary Club Championships on July 11<sup>th</sup> - 17<sup>th</sup> in Orlando, Florida. The final track meet will be in New Orleans, Louisiana for the Junior Olympics. All qualified participants will compete in this track meet.
- The 8 & under MG Dodgers were recognized at the June 8<sup>th</sup> Council meeting for winning the North Miami annual tournament, and the North Miami Little League charter regular season championship.

**Betty T. Ferguson Recreational Complex**

<b>Betty T Ferguson Recreation Complex</b>			
<b>Monthly Report</b>			
	<b>Target</b>	<b>Enrolled</b>	
	<b>Capa</b>	<b>to</b>	<b>Revenue</b>
	<b>city</b>	<b>Date</b>	
Shinning Stars			
After	60		
School		52	\$2,934.50
KDO -			
6/10/2011	120	37	\$185.00
Martial Arts	90	41	\$3,117.00
Get Up & GO	24	16	\$270.00
Drop In		2	\$10.00
Youth Drum			
Line	20	4	\$240.00
Ballet	30	22	\$2,380.00
Intro to			
Computers	24	23	\$580.00
Intro to			
Spanish	24	3	\$180.00
	<b>Seniors</b>		
<b>CMG Seniors</b>	<b>Meetings</b>	<b>Revenue</b>	
Brentwood			
Goldies	4		\$65.00
Rolling Oaks	4		\$65.00
Buccaneer	4		\$65.00
CMG Senior			
Membershi			
ps	46		\$890.00
<b>Aquatics</b>	<b>Enrolled</b>	<b>Revenue</b>	
Daily Drop In			

Senior	4	\$4.00
Youth	152	\$152.00
Adult	29	\$58.00
Memberships	2	\$20.00
Swim Lessons	0	\$0.00
Water Aerobics		
Daily Entry	8	\$40.00
Memberships	14	\$405.00

### Building Rentals

<b># of Rentals</b>	42	*This includes internal Departmental Rentals
<b>Revenue</b>	\$9,050.00	

<b>Gymnasium</b>	<b>Enrolled</b>	<b>Revenue</b>
Daily Drop In		
Adult	883	\$1,766.00
Senior	0	\$0.00
Youth	984	\$984.00
Memberships	32	\$267.50

<b>Fitness</b>	<b>Enrolled</b>	<b>Revenue</b>
Daily Drop In		
Adult	858	\$4,290.00
Senior	261	\$87.00
Youth	124	\$372.00
Membership	309	\$12,360.00
Personal		
Training	5	\$715.00

### Computer Lab

		<b>Revenue</b>
Daily Drop In	1	\$5.00
Memberships	0	0.00

**Grand Total** **\$41,377.00**

### 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.

- May 20<sup>th</sup> Senior Day took place at Miami Carol City Park Recreation Center
- May 24<sup>th</sup> presentation on the Myths and Facts about Aging
- May 27<sup>th</sup> Seniors went on their third trip this fiscal year and saw Tyler Perry's Big Happy Family
- May 31<sup>st</sup> Senior participated in a sock hop event which took place at Betty T. Ferguson
- May 3<sup>rd</sup> Councilman Gilbert and Councilwoman Robinson sponsored a Father's Day luncheon

After finding solutions with the caterer, they have been helpful and provided alternative options to replace the Turkey sausages and Turkey Bacon. They have agreed to provide grilled chicken breasts, grilled fish and slice ham and turkey. All of the additions for substitutions have been agreed to be delivered at the awarded vendor price per person.

## **Current Projects**

**Brentwood Park:** Construction for the installation of the new irrigation system began early June

**Betty T. Ferguson Recreational Complex:** The outdoor amphitheatre is scheduled to open in August.

## **JANITORIAL AND LANDSCAPING**

- **All park irrigation systems checked and repaired**
- **Removed debris from all parks**
- **Irrigation performed a wet check on all of the parks**

## **TRADES/IRRIGATION**

### **Andover Park**

- 5/16 Repaired the wooden fence
- 5/16 Removed graffiti from the playground area
- 6/2 Repaired the main line

### **Audrey J. King Park**

- 5/10 Repaired the front door

- 5/31 Repaired the handle on the back door
- 5/31 Repaired the water faucet in the closet
- 6/3 Cleaned the irrigation valves
- 6/3 Replaced sprinkler heads

## **Bennett M. Lifter Park**

- 5/13 Repaired the meter enclosure
- 5/13 Reset the meter

## **Betty T. Ferguson Recreational Complex**

- 5/16 Installed rule signs around the track and field areas
- 5/17 Installed a mailbox in front of the building
- 5/17 Installed fire lane signs
- 5/17 Installed mailboxes on three office doors
- 5/24 Painted the concession stand restroom located near the track
- 5/24 Repaired the water fountain
- 5/25 Install fire covers on all pull stations
- 5/28 Paint over graffiti
- 5/28 Repaired the water fountain
- 5/31 Flagged tree the heads for tree relocation

## **Brentwood Park**

- 6/3 Remove graffiti from the playground

## **Buccaneer Park**

- 5/16 Repaired the wooden fence
- 5/17 Paint the parking lot

## **Bunche Park**

- 5/19 Repaired the sink in the boys restroom
- 6/2 Replaced sprinkler heads

## **Cloverleaf**

- 6/1 Repaired broken sprinkler heads

## **Inspection Station**

- 5/16 Picked up mule from Palmetto Sports
- 5/16 Tool cat picked up from Bobcat
- 5/20 Install a/c unit in break room
- 5/27 Install timers on the a/c units
- 5/28 Install paper towel holders with locks
- 6/2 Transported the trailer to the tire shop

## **Miami Carol City Park**

- 5/23 Removed the rock pile located on the south side
- 5/31 Hang info board in the office
- 6/1 Repaint the boys and girls restroom

## **North Dade**

- 5/31 Fasten the wooden fence
- 6/1 Trouble shoot the system

## **Norwood Park**

- 6/3 Install a/c from Norwood Pool

## **Police Department**

- 5/26 Install breakers

## **Rolling Oaks Park**

- 5/17 Installed locks in all restrooms
- 5/18 Repaired the overflow parking gates
- 5/18 Replaced the car stops
- 5/28 Tightened handicap signs
- 5/28 Cleaned and reset in ground lights
- 5/31 Installed soap dispenser
- 5/31 Fasten the chain on the main gate
- 6/2 Repaired gates
- 6/2 Repaired under the trailer

## **Scott Park**

- 5/17 Repaired the front door
- 5/23 Replaced the light fixture in the women's restroom
- 5/26 Repaint the boys and girls restroom
- 5/26 Installed lights in the girls restroom
- 5/27 Repaint the girls and boys restroom
- 5/28 Change the timer for the teen building exterior lights
- 6/1 Wet the baseball fields

## **Vista Verde**

- 5/16 Installed irrigation system at Vista Verde walking park
- 5/27 Remove graffiti off the playground
- 5/31 Repaired the main line pressure blowout

- **Unclogged and check all water fountain operations**
- **Cleaned all park signs**