



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: October 12, 2011
1515 NW 167th St., Bldg. 5, Suite 200
Miami Gardens, Florida 33169
Next Regular Meeting Date: October 26, 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**
Special City Council Minutes – September 28, 2011
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
 - F-1) Mike Gambino, Floodplain Administrator – FEMA Award
 - F-2) Media and Events - American Cancer Society

- F-3) Peter Agbeyegbe, Chair Progressive Young Adult Advisory Committee
- F-4) City Clerk – Institute for Elected Officials

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 28-125 OF THE CITY'S CODE OF ORDINANCES TO ESTABLISH A PERMIT AMNESTY PROGRAM; 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 THE CITY MANAGER)

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

I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO ELECTIONS, CALLING THE 2012 SPECIAL ELECTION FOR SEAT 5 OF THE CITY COUNCIL; SCHEDULING THE DATE, PLACE AND TIME OF THE ELECTION; PROVIDING FOR RUNOFF ELECTION, IF NECESSARY; PROVIDING FOR QUALIFICATION OF CANDIDATES; PROVIDING FOR CLOSE OF ELECTION BOOKS; APPROVING THE OFFICIAL BALLOT FORM; PROVIDING FOR NOTIFICATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY CLERK) (1st Reading – September 28, 2011)

I-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE SALE OF CITY OWNED PROPERTY LOCATED AT 2245 BUNCHE PARK DRIVE AND 15620 W. BUNCHE PARK DRIVE, TO LOVE FELLOWSHIP MINISTRIES FOR THE SUM OF FIVE HUNDRED FIVE THOUSAND DOLLARS (\$505,000.00); AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY IN ORDER TO COMPLETE THE SALE OF THE PROPERTY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE;

PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1st Reading – September 28, 2011)

(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 THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE STATE OF FLORIDA OFFICE OF THE ATTORNEY GENERAL IN THE AMOUNT OF THIRTY TWO THOUSAND, SEVEN HUNDRED SIXTY DOLLARS (\$32,760.00) FOR VICTIM ASSISTANCE SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING A TWENTY PERCENT (20%) IN-KIND MATCH OF AWARDED GRANT FUNDS; 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, COMMISSIONING THE SERVICES OF PROFESSIONAL ARTIST CARLOS PEREIRA IN THE AMOUNT OF ELEVEN THOUSAND FORTY-SEVEN DOLLARS AND EIGHT CENTS (\$11,047.08) TO IMPLEMENT THE PUBLIC ART DESIGN CONCEPT AT THE MIAMI CAROL CITY PARK RECREATION BUILDING; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT ATTACHED HERETO AS EXHIBIT “A”, FOR THIS PURPOSE; 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 THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE INTERNAL REVENUE SERVICE REGARDING THE HOSTING OF A FREE TAX PREPARATION

SITE AT THE BETTY T. FERGUSON RECREATIONAL CENTER; AGREEING TO WORK WITH THE IRS TO RECRUIT VOLUNTARY TAX PREPARERS AND AUTHORIZING THE PROMOTION OF THE EARNED INCOME TAX CREDIT PROGRAM CITY-WIDE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN OLIVER G. GILBERT III)

K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CANCELING THE NOVEMBER 23, 2011 AND DECEMBER 28, 2011, CITY COUNCIL MEETINGS PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY CLERK)

K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, URGING INSURANCE COMPANIES TO PROVIDE LOWER PREMIUMS TO RESIDENTS OF JURISDICTIONS THAT HAVE IMPLEMENTED AUTOMATED RED LIGHT CAMERA SAFETY TECHNOLOGY PROGRAMS; PROVIDING FOR INSTRUCTIONS TO THE CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA DAVIS)

(L) RESOLUTION(S)

None

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

M-1) Flood Plain 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.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 12, 2011	Item Type:	Resolution	Ordinance	Other
		<i>(Enter X in box)</i>		X	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	NA		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
					No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A	
		X			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
			Enhance Organizational <input checked="" 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"/>	Streamline and automate all processes	
Sponsor Name	Danny O Crew, City Manager		Department:		

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 28-125 OF THE CITY'S CODE OF ORDINANCES TO ESTABLISH A PERMIT AMNESTY PROGRAM; 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:

The South Florida Building Code (SFBC) was established in 1957. The SFBC evolved through several editions until 1992. Due to the devastation caused by Hurricane Andrew, there was an exigent need to strengthen the building code. Thus, the SFBC 1994 code was established as the base building code for Miami-Dade County. In 2001, the Florida Legislature adopted a unified code for the State called the "Florida Building Code" (FBC). The FBC adopted sections of the SFBC called the "High-Velocity Hurricane

**ITEM H-1) ORDINANCE
FIRST READING
Permit Amnesty Program**

Zone” (HVHZ) which applies only to Miami-Dade and Broward Counties. The technical requirements in the HVHZ sections are more stringent than those for the remainder of the State.

From the early building code to the current, there are established requirements and time limitations for permits. The FBC states that anyone who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by the code, or to cause any such work to be done, shall first make an application to the building official and obtain the required permit.

Recognizing the City of Miami Gardens as an established residential community; many properties have been altered from its original floor plan and survey without the benefit of permits and inspections possibly dating as far back as 1957. Currently, the City does not have a mechanism available for issuing building permits to bring additions or repairs into compliance which have not received permits or certificates of occupancy/completion, other than to require full compliance with present code requirements.

Given the current housing market, there is an emerging group of first-time homebuyers and investors seizing the opportunity to purchase foreclosed and abandoned properties. New homebuyers and investors are often unaware that they are acquiring properties which contain illegal structures. At this time, these property owners must bring these existing properties into current code compliance which generally causes a substantial financial hardship during this tough economy. Conversely, longtime property owners who have obtained permits to complete improvements may have allowed the permit to expire for various reasons. Upon the sale of the property or additional improvements, the homeowner must remedy the outstanding code compliance issues often incurring exorbitant expenses.

The proposed ordinance allows the completion of structures, under Occupancy R-3 (single family and duplex) and accessory structures thereto, using the requirements of the Florida Building Code current at the time the structure was built or permitted, but maintaining the specific life safety requirements of the present code. The proposed ordinance does not supersede the Zoning requirements. The Authority Having Jurisdiction is required to enact legislation adopting the amnesty procedures to allow the issuance of building permits under the provisions of FBC 2007, Section 105.

Proposed Action:

Staff recommends the Council approve the attached ordinance which establishes procedures to bring additions or repairs that have not received permits or certificates of occupancy/completion into compliance with the FBC.

Attachments:

ORDINANCE NO. 2011 _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 28-125 OF THE CITY'S CODE OF ORDINANCES TO ESTABLISH A PERMIT AMNESTY PROGRAM; 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, the South Florida Building Code was established in 1957 to establish building construction standards, and

WHEREAS, in 2001, the Florida Legislature adopted the "Florida Building Code", to create a unified building code throughout the State, and

WHEREAS, the Florida Building Code requires that a permit application be made to the Building Official, prior to making alterations to a building or structure, and

WHEREAS, there is an emerging group of first time homebuyers and investors who desire to purchase foreclosed and abandoned properties throughout the City of Miami Gardens, and

WHEREAS, oftentimes such properties have been unlawfully altered, and the costs associated with bringing the properties into compliance with the current Florida Building Code pose a substantial financial hardship, and

WHEREAS, City staff recommends that the City Council adopts an Ordinance to implement an administrative amendment to the Florida Building Code, to establish a Permit Amnesty Program to allow owners to legalize alterations and repairs of single family and duplex structures utilizing the

Added language is underlined. Deleted language is stricken through.

1 requirements of the Florida Building Code, which was in effect at the time the
2 structures were made, built or permitted, and

3 WHEREAS, pursuant to Section 553.73(4)(a), Florida Statutes, the City is
4 authorized to adopt administrative amendments to the Florida Building Code, and

5 WHEREAS, the proposed Ordinance does not supersede or conflict with
6 the City's zoning requirements,

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

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

12 Section 2. AMENDMENT: Section 28-125 is hereby amended as
13 follows:

14 **Sec. 28-125. Permit Amnesty Program.**

15 (a) Applicability. This Section shall apply to all structures designated as
16 single family residence and duplex and accessory structures thereto,
17 existing prior to the adoption of this Ordinance and built without proper
18 permits or permits which expired without Certificates of Occupancy.

19 (b) Issuance of Certificate of Occupancy. A Certificate of Occupancy for
20 any existing building built without proper permits, or permits, which
21 expired, may be obtained by applying to the Building Official and
22 fulfilling the following conditions:

23 (1) The owner shall furnish a set of as-built plans of the
24 building or structure;

25 (2) The owner shall furnish an as-built certificate
26 satisfactory to the Building Official issued by a Florida
27
28

Added language is underlined. Deleted language is stricken through.

1 registered engineer or architect and attesting that to
2 the best of his or her knowledge, belief and
3 professional judgment and based on his or her
4 inspection of the structure, the structure:

5 (i) Is structurally sound;

6
7 (ii) Satisfies the requirements of the Florida
8 Building Code in effect at the time the work
9 was commenced, indicating the date the work
10 on the structure was commenced from the best
11 available records and the requirements of the
12 Code in effect on that date;

13
14 (iii) Complies with the life safety requirements of
15 the current edition of the Florida Building Code;
16 as the same may be amended from time to
17 time; and

18
19 (iv) Complies with the permit application and any
20 plans approved by the Building Official, if
21 applicable.

22
23 (3) The as-built certificate shall contain a narrative
24 description of the methodology utilized to make the
25 determination set forth in the as-built certificate. In
26 issuing the Certificate of Completion or Occupancy,
27 the Building Official shall be entitled to rely on the
28 accuracy of the as-built certificate.

29
30 (c) Inspection Required. Prior to issuing the Certificate of
31 Completion or Occupancy, the Building Official shall conduct
32 an inspection to determine, to the best of his or her ability
33 given the nature of the construction:

34
35 (i) That the plans submitted reflect the present state of
36 the structure;

37
38 (ii) That the construction complies with the Florida
39 Building Code in effect at the time the work was
40 commenced; and

41
42 (iii) That the as-built certificate represents accurately the
43 condition of the structure.

44
Added language is underlined. Deleted language is stricken through.

1 (d) Additional Compliance. The owner shall comply with the
2 following life safety requirements of the current edition of the
3 Florida Building Code:

- 4
- 5 i. Means of egress or escape.
 - 6
 - 7 ii. Requirement of shutters.
 - 8
 - 9 iii. Residential single station smoke detectors installed in
10 accordance with NFPA (1999 edition).
 - 11
 - 12 iv. Requirement for ground fault interruptors.
 - 13
 - 14 v. Requirement for full size pressure and temperature
15 relief valve lines on all water heaters.
 - 16
 - 17 vi. Handicapped access requirements.
 - 18
 - 19 vii. All gas piping systems shall be bonded to ground.
 - 20
 - 21 viii. All necessary handrails shall be inspected and
22 replaced in accordance with the requirements of the
23 current edition of the Florida Building Code.
 - 24
 - 25 ix. All habitable rooms shall have a floor area of no less
26 than 70 square feet.
 - 27
 - 28 x. Bathrooms shall meet lighting and ventilation
29 standards as outlined in the current edition of the
30 Florida Building Code, as the same may be amended
31 from time to time.
 - 32
 - 33 xi. All exterior doors shall be intrusion and burglar
34 resistant.

35 (e) This Section shall not be interpreted to supersede the
36 provisions of the City's Zoning Code.

37
38 Section 3. CONFLICT: All ordinances or Code provisions in conflict
39 herewith are hereby repealed.

Added language is underlined. Deleted language is stricken through.

1 Section 4. SEVERABILITY: If any section, subsection, sentence,
2 clause, phrase or portion of this Ordinance is for any reason held invalid or
3 unconstitutional by any court of competent jurisdiction, such portion shall be
4 deemed a separate, distinct and independent provision and such holding shall
5 not affect the validity of the remaining portions of this Ordinance.

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

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

15 PASSED ON FIRST READING ON THE ____ DAY OF _____,
16 2011.

17 PASSED ON SECOND READING ON THE ____ DAY OF _____,
18 2011.

19

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

Added language is underlined. Deleted language is stricken through.

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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: _____

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

Council Meeting Date:	October 12, 2011	Item Type:	Resolution	Ordinance	Other
				x	
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading	
	x				x
			Public Hearing:	Yes	No
					x
Funding Source:	General Fund		Advertising Requirement:	Yes	
					x
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:		
		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <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
Sponsor Name	Ronetta Taylor, MMC City Clerk		Department:	Office of the City Clerk	

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RELATING TO ELECTIONS, CALLING THE 2012 SPECIAL ELECTION FOR SEAT 5 OF THE CITY COUNCIL; SCHEDULING THE DATE, PLACE AND TIME OF THE ELECTION; PROVIDING FOR RUNOFF ELECTION, IF NECESSARY; PROVIDING FOR QUALIFICATION OF CANDIDATES; PROVIDING FOR CLOSE OF ELECTION BOOKS; APPROVING THE OFFICIAL BALLOT FORM; PROVIDING FOR NOTIFICATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

A vacancy occurred in the City Council when former Councilwoman Sharon Pritchett resigned from At-Large Seat 5. At the time of this resignation more than two years remained on the seat. That term expires August 14, 2012.

**ITEM I-1) ORDINANCE
SECOND READING
2012 Special Election**

Section 2.5(c)(2) of the City's Charter provides that if six (6) months or more remain on an unexpired term, the vacancy shall be filled by a nomination of the Mayor made within thirty (30) calendar days following the occurrence of the vacancy, subject to the confirmation by the Council. The Charter also provides that the nominee is to fill vacancy until the next regularly scheduled Miami-Dade County-wide election, at which time an election is to be held to fill the vacancy for the balance of the term.

At the March 9, 2011 City Council meeting, Mayor Gibson nominated David Williams Jr., to fill this unexpired term until the next regularly scheduled Miami-Dade County-wide Election. That nomination was ratified by a unanimous vote of the City Council.

Current Situation

The attached ordinance calls for a Special Election for January 31, 2012, to fill the unexpired term in At-large Seat 5. Pursuant to the tentative schedule provided to the City Clerk by Miami Dade County Division of Election, that date is the next regularly scheduled Miami-Dade County-wide Election, which in this case is the Presidential Preference Primary. In addition this schedule provides that in order to make this January 31, 2012 ballot, the City has to provide all documentation, including qualifying paperwork, no later than Tuesday, November 8, 2011.

Therefore, in order to meet the deadlines established by Miami-Dade County Division of Election a qualifying period is set beginning Monday, October 24, 2011 at 9:00 a.m., and ending Monday, October 31, 2011, at 4:00 p.m. sharp.

Furthermore, with the new Election Law recently adopted by the Florida Legislators, that January 31, 2012 date is subject to change, depending on the outcome of the State Election Committee's recommendation. Therefore, in order for the City of Miami Gardens to be in compliance with its Charter as well as make the necessary deadlines, the City Clerk must start the process and move forward as if the Presidential Preference Primary, which is the next regularly scheduled Miami-Dade County-wide election, will take place as scheduled, January 31, 2012.

In the event the date of the 2012 Presidential Preference Primary changes, and the City does not have adequate time to amend this Ordinance, the City Clerk shall be authorized to amend the dates of the qualifying period, without further direction from the City Council.

Proposed Action:

It is recommended that the City Council adopt the attached ordinance calling a Special Election for the City of Miami Gardens to fill the unexpired term in At-large Seat 5. For Tuesday, January 31, 2012.

Attachment:

Attachment : Exhibit "A" List of Voting Precincts

Attachment: Exhibit "B" Sample Ballot

Attachment: Exhibit "C" 2012 Ballot Issue deadlines

ORDINANCE NO. 2011 ____

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2
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, RELATING TO ELECTIONS,
5 CALLING THE 2012 SPECIAL ELECTION FOR SEAT 5 OF THE
6 CITY COUNCIL; SCHEDULING THE DATE, PLACE AND TIME OF
7 THE ELECTION; PROVIDING FOR RUNOFF ELECTION, IF
8 NECESSARY; PROVIDING FOR QUALIFICATION OF
9 CANDIDATES; PROVIDING FOR CLOSE OF ELECTION BOOKS;
10 APPROVING THE OFFICIAL BALLOT FORM; PROVIDING FOR
11 NOTIFICATION; PROVIDING FOR ADOPTION OF
12 REPRESENTATIONS; REPEALING ALL ORDINANCES IN
13 CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING
14 FOR AN EFFECTIVE DATE.

15
16 WHEREAS, a vacancy occurred in the City Council when Former
17 Councilwoman Sharon Pritchett resigned from At Large Seat 5, and

18 WHEREAS, at the March 9, 2011 City Council meeting, the Mayor
19 nominated David Williams Jr. to fill this unexpired term, and the Council
20 confirmed the nomination, and

21 WHEREAS, more than six (6) months remain on the unexpired term, and
22 in accordance with Section 2.5(C)2 of the City's Charter, the City must call a
23 Special Election during the next regularly scheduled Miami-Dade County-wide
24 election to fill the balance of the term, and

25 WHEREAS, the next regularly scheduled election is the Presidential
26 Preference Primary, which will occur on January 31, 2012, and

27 WHEREAS, the Miami-Dade County Supervisor of Elections has provided
28 the City Clerk with the schedule for the 2012 ballot issues deadline, and

29 WHEREAS, the current schedule requires the City to submit, all
30 documentation, including the qualifying paperwork for candidates, to the Miami-

1 Dade County Supervisor of Elections no later than Tuesday, November 8, 2011,
2 and

3 WHEREAS, in order to meet the necessary deadline, the City Clerk must
4 begin the elections process as if the Presidential Preference Primary will occur
5 as scheduled on January 31, 2012, and

6 WHEREAS, however, with the new election law recently adopted by the
7 Florida Legislature, the January 31, 2012 Presidential Preference Primary is
8 subject to change, upon the recommendation of the Elections Committee,

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

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

14 Section 2. ELECTION: The 2012 Special Election for the City of Miami
15 Gardens City Council At Large Seat 5 will be held on January 31, 2012, which is
16 the current date of the Presidential Preference Primary unless the Presidential
17 Preference Primary is amended by the Elections Committee. On that date, one (1)
18 City Council member representing At Large Seat 5 will be elected to serve until
19 August 14, 2012.

20 Section 3. RUNOFF ELECTION: The 2012 Special Election runoff, if
21 necessary for the City of Miami Gardens will be held within sixty (60) to ninety (90)
22 days of the date of the Special Election.

1 Section 4. QUALIFYING: The qualifying period for the election shall
2 open Monday, October 24, 2011, at 9:00 a.m., and close precisely at 4:00 p.m., on
3 Monday, October 31, 2011. Candidates shall qualify at the Office of the City Clerk,
4 1515 NW 167th Street, Building 5, Suite 200, City of Miami Gardens, Florida 33169.
5 In the event the date of the 2012 Presidential Preference Primary changes, and the
6 City does not have adequate time to amend this Ordinance, the City Clerk shall be
7 authorized to amend the dates of the qualifying period, without further direction
8 from the City Council provided that in accordance with Section 8 below, such
9 amended dates are advertised.

10 Section 5. POLLING PLACES: Voting shall be conducted at the
11 locations listed on Exhibit "A". All polls shall open precisely at 7:00 a.m., and close
12 precisely at 7:00 p.m.

13 Section 6. OFFICIAL BALLOT: The official ballot for the 2012 Special
14 Election is in its substantial form as the Ballot annexed to this Ordinance as Exhibit
15 "B".

16 Section 7. VOTER REGISTRATION: The election books shall close
17 thirty (30) days prior to the 2012 Special Election.

18 Section 8. NOTIFICATION: The City Clerk shall publish notice of such
19 Special Election once a week for four consecutive weeks, preceding the
20 Presidential Preference Primary election, in a newspaper of general circulation in
21 Miami Gardens. The notice shall contain the date, time and place of the Special
22 Election and identify the City Council seat to be voted for.

1 Section 9. CONFLICT: All ordinances or Code provisions in conflict
2 herewith are hereby repealed.

3 Section 10. SEVERABILITY: If any section, subsection, sentence,
4 clause, phrase or portion of this Ordinance is for any reason held invalid or
5 unconstitutional by any court of competent jurisdiction, such portion shall be
6 deemed a separate, distinct and independent provision and such holding shall
7 not affect the validity of the remaining portions of this Ordinance.

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

10 PASSED ON FIRST READING ON THE 28th DAY OF SEPTEMBER,
11 2011.

12 PASSED ON SECOND READING ON THE ____ DAY OF _____,
13 2011.

14
15 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
16 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
17 _____, 2011.

18
19
20 _____
21 SHIRLEY GIBSON, MAYOR

22
23
24 **ATTEST:**

25
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27 _____
28 RONETTA TAYLOR, MMC, CITY CLERK
29

1
2 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

3
4
5 SPONSORED BY: RONETTA TAYLOR, MMC, CITY CLERK

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8 Moved by: _____

9
10 Second by: _____

11
12 **VOTE:** _____

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

21

Date: 9/7/2011
Time: 2:26:28PM

Lester Sola
Supervisor of Elections



Miami-Dade County, FL

Precincts List (Numeric Seq)

City: Miami Gardens

<u>PCT</u>	<u>Place Name</u>	<u>Office Location</u>	<u>City Name</u>	<u>Zip Code</u>
202.0	Landmark Campus	20000 NW 47 Ave	Miami Gardens	33055
203.0	North County Elementary School	3250 NW 207 St	Miami Gardens	33056
204.0	Antioch Missionary Baptist Church	3330 NW 213 Ter	Miami Gardens	33056
205.0	Robert Renick Educational Ctr	2201 NW 207 St	Miami Gardens	33056
206.0	Norland United Methodist Church	885 NW 195 St	Miami Gardens	33169
211.0	Hibiscus Elementary School	18701 NW 1 Ave	Miami Gardens	33169
213.0	North Dade Community Church	700 NW 175 St	Miami Gardens	33169
214.0	Episcopal Church Of the Holy Family	18501 NW 7 Ave	Miami Gardens	33169
215.0	Sierra Norwood Calvary Bapt Church	19101 NW 5 Ave	Miami Gardens	33169
216.0	Grace United Community Church	901 NW 183 St	Miami Gardens	33169
217.0	Hotel Roma Golden Glades	16805 NW 12 Ave	Miami Gardens	33169
218.0	North Dade Middle School	1840 NW 157 St	Miami Gardens	33054
219.0	Bunche Park Elementary School	16001 Bunche Pk Sch Dr	Miami Gardens	33054
220.0	New Way Fellowship Baptist Church	16800 NW 22 Ave	Miami Gardens	33056
221.0	Parkview Elementary School	17631 NW 20 Ave	Miami Gardens	33056
222.0	Miami Gardens Church of Christ	2255 NW 183 St	Miami Gardens	33056
223.0	Cosmopolitan Baptist Church	3003 NW 207 St	Miami Gardens	33056
224.0	Miami Carol City Senior High	3422 NW 187 St	Miami Gardens	33056
225.0	Myrtle Grove Presbyterian Church	2961 NW 175 St	Miami Gardens	33056
226.0	Golden Glades Elementary School	16520 NW 28 Ave	Miami Gardens	33054
227.0	A. J. King Park	4230 NW 178 St	Miami Gardens	33055
228.0	Carol City Middle School	3737 NW 188 St	Miami Gardens	33056
229.0	Iglesia Adventista De Carol City	4450 NW 183 St	Miami Gardens	33055
233.0	Florida Memorial University	15800 NW 42 Ave	Miami Gardens	33054
234.0	Mt. Zion Ame Church	15250 NW 22 Ave	Miami	33054
256.0	Robert Sharpe Towers #1	103 NW 202 Ter	Miami Gardens	33169
267.0	Universal Truth Center	21310 NW 37 Ave	Miami Gardens	33056
269.0	Mt. Zion Ame Church	15250 NW 22 Ave	Miami	33054
270.0	Miami-Dade County Fire Station #11	18705 NW 27 Ave	Miami Gardens	33056
273.0	Landmark Campus	20000 NW 47 Ave	Miami Gardens	33055
274.0	Carol City Elementary School	4375 NW 173 Dr	Miami Gardens	33055
276.0	Florida Memorial University	15800 NW 42 Ave	Miami Gardens	33054
283.0	Lake Stevens Middle School	18484 NW 48 Pl	Miami	33055
290.0	Landmark Campus	20000 NW 47 Ave	Miami Gardens	33055
291.0	Miami Gardens Elementary School	4444 NW 195 St	Miami Gardens	33055
292.0	Freewill Christian Center	3405 NW 189 St	Miami Gardens	33056
294.0	North Dade Community Church	700 NW 175 St	Miami Gardens	33169
295.0	North Dade Regional Library	2455 NW 183 St	Miami Gardens	33056

Total # of Precinct = => 38

EXHIBIT "B"

**ELECTION BALLOT
CITY OF MIAMI GARDENS SPECIAL ELECTION
January 31, 2012**

Electors shall cast one vote for each available seat, with a maximum of one vote per candidate.

AT-LARGE SEAT FIVE (5)

(Vote for one candidate)

**COUNCIL MEMBER AT-LARGE SEAT FIVE (5):
(Candidate Names)**

2012 BALLOT ISSUES DEADLINES

Should a municipality wish to conduct their regularly scheduled or a special election along with the countywide elections listed below, in order to allow sufficient time for ballot preparation and to meet State-mandated deadlines to mail absentee ballots to overseas voters, the **deadlines listed below must be followed.**

Note that per F.S. 100.151, "...the governing authority of a municipality shall not call any special election until notice is given to the supervisor of elections and his consent obtained as to a date..." Once approval is obtained from the supervisor of elections, the resolution and/or ordinance to call a Special Election must be passed to meet the deadlines listed below.

<p align="center">2012 SCHEDULED COUNTYWIDE ELECTIONS</p>	<p align="center">DEADLINE FOR CANDIDATE QUALIFYING TO END</p>	<p align="center">DEADLINE TO SUBMIT RESOLUTION AND/OR ORDINANCE TO THE SUPERVISOR OF ELECTIONS FOR CHARTER AMENDMENTS OR ANY OTHER QUESTIONS</p>
<p align="center">PRESIDENTIAL PREFERENCE PRIMARY January 31, 2012*</p>	<p align="center">No later than Tuesday, November 8, 2011*</p>	<p align="center">No later than Tuesday, November 8, 2011*</p>
<p align="center">PRIMARY ELECTION August 14, 2012</p>	<p align="center">No later than Friday, June 8, 2012 (Same as Federal, State, and County offices)</p>	<p align="center">No later than Friday, May 25, 2012</p>
<p align="center">GENERAL ELECTION November 6, 2012</p>	<p align="center">No later than Friday, August 17, 2012</p>	<p align="center">No later than Tuesday, July 24, 2012</p>

Should you have any questions or need additional information, please contact Zeida Reyes, Elections Coordination Manager, at 305-499-8405 or e-mail at zeidar@miamidade.gov.

**The date(s) may change subject to a decision by the Presidential Preference Primary Date Selection Committee no later than 10/1/11.*



City of Miami Gardens Agenda Memo

City Council Meeting Date:	October 12, 2011	Item Type:	Resolution	Ordinance	Other	
				X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:		1 st Reading	2 nd Reading
		x	Public Hearing: <i>(Enter X in box)</i>		x	
			Yes	No	Yes	No
					x	
Funding Source:	N/A		Advertising Requirement:		Yes	No
					X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:			
	X					
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:		Strategic Plan Obj./Strategy: N/A	
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>			
Sponsor Name:	Dr. Danny Crew, City Manager		Department:		City Manager's Office	

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE SALE OF CITY OWNED PROPERTY LOCATED AT 2245 BUNCHE PARK DRIVE AND 15620 W. BUNCHE PARK DRIVE, TO LOVE FELLOWSHIP MINISTRIES FOR THE SUM OF FIVE HUNDRED FIVE THOUSAND DOLLARS (\$505,000.00); AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY IN ORDER TO COMPLETE THE SALE OF THE PROPERTY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary

Background

As a result of a sluggish economy, the City has continued to make every effort to minimize the financial burden to its residents. Significant budget deficits caused primarily by declining revenues have forced City staff to look at the disposition of real estate assets in an effort to replenish the Fund Balance.

Several months ago the City took a more aggressive approach to disposing of parcels previously acquired. Signs were posted on each site indicating availability for purchase, and the site information was also posted on the City's website.

**ITEM I-1) ORDINANCE
SECOND READING/PUBLIC HEARING
Property Sale**

Current Situation

The City received a formal offer to purchase the property located at 2245 Bunche Park Drive (Mt. Hermon Property) along with the parsonage located at 15620 W. Bunche Park Drive from Love Fellowship Ministries. The offer (\$505,000) is 12% below the current appraised value of \$525,000; however, the facility is in immediate need of a new roof, new a/c units and a myriad of other repairs. Together, these repairs are estimated at more than \$100,000. Unfortunately, no one could have anticipated the severe on-going decline of property values. However, disposing of this property will eliminate the on-going liability of owning a property which the City does not currently have the capital to redevelop or repair. City staff has been advised that the purchaser will seek to put the building back on-line as quickly as possible and has indicated its commitment to provide community services to the Bunche Park neighborhood. The property is currently zoned "Government". A rezoning of the property will be needed. Upon discussion of the process and fees required to rezone the property (\$24,900), the purchasers have requested that the City split the cost, and condition the closing of the sale on the rezoning.

The proposed ordinance recommends that the City accept the offer of \$505,000 from Love Fellowship Ministries for the purchase of the property located at 2245 Bunche Park Drive and the parsonage located at 15620 W. Bunche Park Drive.

Proposed Action:

That the City Council adopt the attached ordinance.

Attachments:

Attachment A: Purchase Contract
Attachment B: Purchase Contract Amendment

ORDINANCE NO. 2011 _____

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE SALE OF CITY OWNED PROPERTY LOCATED AT 2245 BUNCHE PARK DRIVE AND 15620 W. BUNCHE PARK DRIVE, TO LOVE FELLOWSHIP MINISTRIES FOR THE SUM OF FIVE HUNDRED FIVE THOUSAND DOLLARS (\$505,000.00); AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY IN ORDER TO COMPLETE THE SALE OF THE PROPERTY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City currently owns property located at 2245 Bunche Park Drive and 15620 W. Bunche Park Drive, also known as the Mt. Hermon Property, and

WHEREAS, this property has been appraised at Five Hundred Twenty-Five Thousand Dollars (\$525,000.00), and

WHEREAS, the City Manager is recommending that the City sell the property for Five Hundred Five Thousand Dollars (\$505,000.00) to Love Fellowship Ministries in light of the fact that the facility is in an immediate need of a new roof, new air conditioning units, and a myriad of other repairs, and

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

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

Added language is underlined. Deleted language is stricken through.

1 Section 2. AUTHORIZATION: The City Council hereby authorizes the
2 sale of City owned property located at 2245 Bunche Park Drive and 15620 W.
3 Bunche Park Drive to Love Fellowship Ministries in the amount of Five Hundred
4 Five Thousand Dollars (\$505,000.00); and further authorizes the City Manager and
5 City Attorney to take any and all steps necessary in order to complete the sale of
6 the property.

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

9 Section 4. SEVERABILITY: If any section, subsection, sentence,
10 clause, phrase or portion of this Ordinance is for any reason held invalid or
11 unconstitutional by any court of competent jurisdiction, such portion shall be
12 deemed a separate, distinct and independent provision and such holding shall
13 not affect the validity of the remaining portions of this Ordinance.

14 Section 5. EFFECTIVE DATE: This Ordinance shall become effective
15 immediately upon its final passage.

16 PASSED ON FIRST READING ON THE 28th DAY OF September, 2011.

17 PASSED ON SECOND READING ON THE ____ DAY OF _____,

18 2011.

19

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

Added language is underlined. Deleted language is stricken through.

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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: _____

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.

ADDENDUM

THIS ADDENDUM is made as to that Commercial Contract between Love Fellowship Ministries, Inc., a Florida not-for-profit corporation ("Buyer"), and City of Miami Gardens, a Florida municipal corporation ("Seller"), dated as of even date herewith, as follows:

1. **Paragraph 1, PARTIES AND PROPERTY:** is hereby amended to add the following parcel to the property being sold:

15620 W. Bunche Park Drive, Miami Gardens, FL 33054

Folio # 34-2115-004-2380
2. **Paragraph 3, TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** is hereby amended to provide as follows: Unless this counteroffer is signed by the Seller and Buyer and an executed copy delivered to the parties on or before September 30, 2011, this counteroffer will be withdrawn and Buyer's deposit, if any, will be returned.
3. **Paragraph 6, TITLE:** is hereby amended to provide as follows: Seller has legal capacity to and will convey insurable title to the Property by Special Warranty Deed, free of liens and subject to those matters described on Schedule B-2 of that certain Owner's Title Insurance Policy, a copy of which is attached hereto, all of which exceptions shall be deemed "approved conditions" subject to which Seller shall convey title, for the purposes hereof.
4. **Paragraph 8, OPERATION OF PROPERTY DURING CONTRACT PERIOD:** is hereby deleted.
5. **Paragraph 9(b), Costs:** is hereby amended to provide as follows: Buyer shall pay all documentary and transfer taxes related to the conveyance

contemplated herein, as well as all title agent service fees, including document preparation and title search fees, including of deed, bill of sale, mechanic's lien affidavit; original of assignable service and maintenance contracts, if any and letters to each service contractor to be executed by Seller advising each of such contractors of the sale of the Property, tenant estoppel or tenant certification letters, it being the intent hereof that the Purchase Price is net to the Seller and, accordingly, the following is hereby deleted "taxes on the deed."

6. **Paragraph 9(c), Documents:** is hereby deleted.
7. **Paragraph 16, DISCLOSURES:** is hereby amended by the addition of the following: Buyer shall satisfy any and all real estate sales commissions attendant hereto at or concurrent with the Closing hereof and, thereupon, Buyer shall, forthwith, provide to Seller a Brokers Commission Letter.
8. **Paragraph 18, ASSIGNABILITY; PERSONS BOUND:** is hereby amended to provide as follows: This Contract may not be assigned by Buyer, without the express written consent of the Seller, which consent may be unreasonably withheld and granted only in the Seller's absolute discretion.
9. **Paragraph 20, BROKERS:** is hereby amended to provide that Buyer shall, forthwith, upon the Closing hereof, provide to Seller a Brokers Commission Letter.
10. **Paragraph 22, ADDITIONAL TERMS:** is hereby deleted and the following is added:

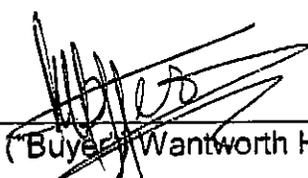
The Property is currently zoned Government Property (GP). Contract is contingent upon the Property being rezoned to Neighborhood Commercial

(NC), which would allow places of public assembly for religious and related purposes. Seller shall be responsible for all matters required to rezone the Property and Seller and Buyer shall be equally responsible for all costs associated with rezoning the Property.

Except as amended hereby, the Commercial Contract to which this is an Addendum shall be deemed in full force and effect.

LOVE FELLOWSHIP MINISTRIES, INC.

CITY OF MIAMI OF MIAMI GARDENS

By: 
("Buyer") Wantworth Heron

By: _____
("Seller") Danny Crew

Title: Pastor/President

Title: City Manager

Date: SEP. 20, 2011.

Date: _____

r:\love fellowship ministries\love fellowship ministries - city of miami gardens purchase from\docs\addendum to contract v3.docx

Commercial Contract

1. PARTIES AND PROPERTY: Love Fellowship Ministries INC, A Florida Not For Profit Corp ("Buyer")

agrees to buy and City of Miami Gardens ("Seller")

agrees to sell the property as: Street Address: 2245 W. BUNCHIE PARK DRIVE

Miami Gardens, Florida 33054

Legal Description: 15-52-41-73 AC Bunchie Park PB 50-20 TR A LESS

E 140 FT Blk 24 lot size 31798 square feet

and the following Personal Property: ANY FIXTURES AND EQUIPMENT ATTACHED TO THE PROPERTY AT CLOSING, IF ANY

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE:

(a) Deposit held in escrow by Pathman Lewis, LLP ("Escrow Agent") (checks are subject to actual and final collection) 505,000.00

Escrow Agent's address: 25 Biscayne Blvd St 2400 Phone: 305-379-2425

(b) Additional deposit to be made to Escrow Agent within ___ days after Effective Date \$ _____

(c) Additional deposit to be made to Escrow Agent within ___ days after Effective Date \$ _____

(d) Total financing (see Paragraph 5) \$ 300,000.00

(e) Other _____ \$ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. \$ _____

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 07/18/2011, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on Oct 11 / 2011 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Buyer and Seller acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.



37* (b) Location: Closing will take place in HERKIMMIE COUNTY, FLORIDA County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within 5 days (5 days if left blank) after Effective Date, Buyer will apply for third party
41* financing in an amount not to exceed _____ % of the purchase price or \$ 250,000, with a fixed interest rate
42* not to exceed 7.75 % per year with an initial variable interest rate not to exceed _____ %, with points or commitment
43* or loan fees not to exceed _____ % of the principal amount, for a term of MY years, and amortized over MY
44* years, with additional terms as follows:

45* _____
46 **Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any**
47* **lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within 45 days (45 days if**
48 **left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and**
49 **(iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the**
50 **mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately**
51 **upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and**
52* **reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left**
53 **blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.**
54 **If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time**
55 **thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the**
56 **satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes**
57 **of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan**
58 **Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the**
59 **lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be**
60 **returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for**
61 **obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract**
62 **as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to**
63 **retain the Deposit(s) if the transaction does not close.**

64* **6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty**
65* **deed other _____, free of liens, easements and encumbrances of record or**
66 **known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility**
67 **easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be**
68* **subject) _____**

69* _____
70 **provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the**
71* **Property as _____**

72* **(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent**
73* **and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and**
74* **within 10 days after Effective Date or at least 60 days before Closing Date deliver to Buyer (check one)**
75* **(i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be**
76 **discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount**
77 **of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the**
78 **evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after**
79 **Effective Date.**
80* **(ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an**
81 **existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable**
82 **to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies**
83 **of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and**
84 **certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and**
85 **in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of**
86 **title.**

87* **(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller**
88 **of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or**

89* **Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.**



90* (2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt
92 by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have
94 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) Survey: (check applicable provisions below)

97* (i.) Seller will, within 10 days from Effective Date, deliver to Buyer copies of prior surveys, plans,
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

99* _____
100 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
101 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
102 date this Contract is terminated.

103* Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
105 encroachments on the Property or that the improvements encroach on the lands of another, Buyer will
106* accept the Property with existing encroachments such encroachments will constitute a title defect to be
107 cured within the Curative Period.

108 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

109 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.
111 Seller makes no warranties other than marketability of title. In the event that the condition of the Property has
112 materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer
114 waives all claims against Seller for any defects in the Property. (Check (a) or (b))

115* (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
116 condition.

117* (b) Due Diligence Period: Buyer will, at Buyer's expense and within 30 days from Effective Date ("Due
118 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,
120 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary
121 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections
126 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and
127 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of
128 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
129 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
131 purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any
134 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage
135 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written
136 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and
138 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the
139 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's
140 deposit will be immediately returned to Buyer and the Contract terminated.

141 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

142* Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148 materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent
149 without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 (a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 (b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 (c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 (f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192 Buyer () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the
194 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
218 the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek
219 specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain
222 all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for Buyer's default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240 Buyer and Seller acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
249 and radon testing may be obtained from your county public health unit.

250 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the
259 Buyer.

260 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with
265 and assist Buyer in collecting any such award.

266 **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is
267 not assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or
269 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns
270 (if assignment is permitted).

271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to,
279 a licensed real estate Broker other than:

280 (a) **Seller's Broker:** _____
281 (Company Name) (Licensee)
282 _____
283 (Address, Telephone, Fax, E-mail)

284 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
285 by Seller Buyer both parties pursuant to a listing agreement other (specify) _____

287 Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: Noble Earth Realty Oscar Bowen
289* (Company Name) (Licensee)
290* 1605 Flamingo Road Suite 320 Pembroke Pines FL 33028
291* 2593 S. Congress Ave (Address, Telephone, Fax, E-mail)
292* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
293* by Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)
294* 3%

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

- | | | |
|---|--|---|
| 305* <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| 306* <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval |
| 307* <input checked="" type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Seller's Attorney Approval |
| 308* <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input type="checkbox"/> Other _____ |

309 22. ADDITIONAL TERMS:

310* All STANDARD title Exceptions
311* ~~BUYER paying 3% towards closing cost~~
312* copies of All Utilities Bill



321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS
331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE
332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333* Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.



334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338* [Signature]
339 (Signature of Buyer)

Date: JULY 13, 2011

340* WANTWORTH B. HERON
341 (Typed or Printed Name of Buyer)

Tax ID No: _____

342* Title: PASTOR / PRESIDENT

Telephone: _____

343* _____
344 (Signature of Buyer)

Date: _____

345* _____
346 (Typed or Printed Name of Buyer)

Tax ID No: _____

347* Title: _____

Telephone: _____

348* Buyer's Address for purpose of notice: _____

349* Facsimile: _____

Email: _____

350* _____
351 (Signature of Seller)

Date: _____

352* _____
353 (Typed or Printed Name of Seller)

Tax ID No: _____

354* Title: _____

Telephone: _____

355* _____
356 (Signature of Seller)

Date: _____

357* _____
358 (Typed or Printed Name of Seller)

Tax ID No: _____

359* Title: _____

Telephone: _____

360* Seller's Address for purpose of notice: _____

361* Facsimile: _____

Email: _____

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362* Buyer [Signature] () and Seller () () acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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Commercial Contract: Optional Clauses

FLORIDA ASSOCIATION OF REALTORS

Addendum No. _____ to the Commercial Contract between City of Miami Gardens ("Seller") and Love Follows Cup Minutours, A Non Profit ("Buyer") concerning the sale and purchase of the Property described as: 2245 W. Bunchie Park Drive Miami Gardens FL 33054

The clauses below shall be incorporated into the Contract referenced above only if initiated by all parties:

Seller Initials _____ Buyer Initials _____

(A) _____; _____ ARBITRATION: Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by neutral binding arbitration in _____ County, Florida, in accordance with the rules of (name of organization) _____ and not by any court action except as provided by Florida law for judicial review of arbitration proceedings. Any court having appropriate jurisdiction may enter judgment upon the award rendered by the arbitrator(s). Filing a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies shall not constitute a waiver of the right to arbitrate under this paragraph. Any claims or disputes with or against real estate agents participating in this transaction shall be submitted to arbitration under this provision only with the written consent and joinder of the agent's Broker. In connection with any arbitration or litigation between the parties, the prevailing party shall be entitled to recover all fees, costs, and expenses, including reasonable attorneys' fees, arbitrators' fees and administrative fees of arbitration.

(B) _____; _____ SECTION 1031 EXCHANGE: Buyer Seller requests a Section 1031 tax deferred exchange in connection with this transaction. The parties agree to cooperate in effecting the exchange in accordance with Section 1031 of the Internal Revenue Code, including execution of any documents that may be reasonably necessary to effect the exchange; provided that (1) the party requesting the exchange shall bear all additional costs incurred in connection with the exchange, (2) the non-requesting party shall not be obligated to delay the closing or to execute any note, contract, or other document providing for any personal liability which would survive the exchange.

(C) _____; _____ PROPERTY INSPECTION AND REPAIR: Paragraph 7 of the Contract is deleted. Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purpose of conducting the inspections described below; provided, however, that all such persons enter the Property and conduct the inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, and from liability to any person, arising from the conduct of any and all inspections or work authorized by Buyer. Buyer shall not engage in any activity that could result in a mechanics lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, Buyer shall, at Buyer's expense, (1) repair all damages to the Property resulting from the inspections and return the Property to its present condition, and (2) release to Seller copies of all reports and other work generated as a result of the inspections. Seller has no duty to make repairs except to those defects and conditions reported by Buyer in writing prior to 5:00 p.m. on the date the applicable Inspection Period expires. Seller makes no warranties other than marketability of title. (Check if applicable):

X(1) Structure and Systems: Within 30 days from Effective Date ("Inspection Period"), Buyer shall, at Buyer's expense, have a certified general contractor or engineer make inspections which Buyer deems necessary to determine the condition of all structures and systems, including roof; exterior walls; foundation; major appliances; electrical, HVAC, plumbing, and sewer, septic and well systems; pool and pool equipment; parking lot; fences; and seawall or other retaining structures on the Property except _____. Seller shall have _____ days from the date Seller receives Buyer's written report to obtain repair or replacement estimates from a licensed building or general contractor. If the cost to correct the defects does not exceed _____ % of the purchase price ("Structural Repair Limit"), Seller shall have the defects repaired in a workmanlike manner by an appropriately licensed contractor. If the cost to correct the defects exceeds the Structural Repair Limit, either party may elect to pay the excess, failing which either party may terminate this Contract.

(2) Environmental Hazards: Within 30 days from Effective Date ("Inspection Period"), Buyer shall, at Buyer's Seller's expense, apply for a Phase I inspection to be conducted by an environmental engineer. Buyer shall deliver to Seller a copy of all resulting environmental reports. If a lender requires a Phase II or III investigation, Buyer shall deliver written notice of the requirement to Seller and Seller may elect, within _____ days from receipt of the notice, to conduct the investigation at (check one) Seller's Buyer's expense. If Seller elects not to conduct the investigation, either party may terminate this Contract. If Seller elects to conduct the

Buyer (NA) and Seller (_____) acknowledge receipt of a copy of this page, which is page 1 of 3 Pages.



investigation, Seller will pay for and make corrective measures required by law. If remediation is necessary, Seller shall have _____ days to complete the cleanup ("Cleanup Period"). If remediation is completed within Cleanup Period, then Seller shall deliver written notice to Buyer within 3 days after cleanup completion, and the parties will close the transaction on Closing Date, or, if Closing Date has passed within 10 days from Buyer's receipt of Seller's notice. If Seller is unable to complete remediation within Cleanup Period, Seller will deliver written notice to Buyer within 3 days after this determination is made and Buyer will within 10 days from receipt of Seller's notice either cancel this Contract or accept the property in current condition and shall close on Closing Date, or, if Closing Date has passed within 10 days from Buyer's receipt of Seller's notice with costs of completing the remediation being held in escrow at closing.

(3) Wood Destroying Organism Inspection: "Wood destroying organism" means arthropod or plant life which may damage the wood in a structure, as defined in Section 482.021(27), Florida Statutes. Within 28 days from Effective Date ("Inspection Period"), Buyer shall, at Buyer's expense, have the Property inspected by a Florida-licensed pest control business to determine the presence in the improvements of past or present infestation and damage caused by infestation. Seller shall have _____ days from receipt of Buyer's written report to obtain repair estimates from a licensed building or general contractor and treatment estimates from a licensed pest control business. Seller shall treat and repair the Property if the cost to do so does not exceed _____% of the purchase price ("Termite Repair Limit"). If the cost of treatment and repair exceeds the Termite Repair Limit, either party may elect to pay the excess, failing which either party may terminate this Contract. If there is no evidence of live infestation and the Property is covered by a full treatment warranty, Seller shall transfer the warranty to Buyer at closing and shall not be obligated to treat the Property.

Seller shall deliver the Property to Buyer at the time agreed in its present condition, ordinary wear and tear and repairs made pursuant to this Paragraph excepted, and shall maintain the landscaping and grounds in a comparable condition. Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises. No new issues may be raised as a result of the walk through.

Seller Initials _____ Buyer Initials _____

(D) _____ SELLER REPRESENTATIONS: Seller shall, within _____ days from Effective Date and at Seller's expense, deliver to Buyer current copies of the rent roll; leases; notes and mortgages; existing title reports or policies; surveys; permits and certificates of occupancy; certified income and expense statements for the period January 1, _____ through December 31, _____, as Evidence that the Property generated income of \$ _____ against expenses of \$ _____; and agreements with third parties that will remain in effect after closing. Buyer may terminate this Contract by written notice to Seller within _____ days after receipt of the above documents if the statements differ materially from Seller's representations. If Buyer fails to provide timely written notice, Buyer shall be deemed to waive this contingency.

(E) _____ SELLER WARRANTY: Seller warrants that Seller has no knowledge of (1) notice of city, county, state, federal, building, zoning, fire, or health codes, regulations or ordinances filed or issued against the Property, (2) current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) or the right to use and occupy the Property, (3) unsatisfied construction liens, (4) incompatibility of property with land use plans (5) tenants in bankruptcy, or (6) special assessments, condemnation, eminent domain, change in grade of public streets affecting the Property or similar proceedings affecting the Property. If Seller is notified of any of the above matters prior to closing, Seller shall notify Buyer in writing within _____ days. If Buyer requires the matter to be corrected prior to closing, Buyer shall notify Seller in writing within _____ days from receipt of Seller's notice. Buyer's failure to provide timely notice shall be deemed acceptance of the Property with the matter as it then exists. If Seller is unable or unwilling to correct the matter prior to closing, Buyer may terminate this Contract. Seller warrants that, as of Effective Date, execution of this Contract and delivery of title is not a violation or breach of any agreement or judgment to which Seller is a party.

(F) _____ COASTAL CONSTRUCTION CONTROL LINE: All or part of the Property is located seaward of the Coastal Construction Control Line as defined in Section 161.053, Florida Statutes, and is therefore subject to government regulation. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Property at or prior to closing, unless Buyer waives this requirement in writing. The property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased. Buyer waives the right to receive a CCCL affidavit or survey. requests a CCCL affidavit or survey within the time allowed for Seller to deliver title evidence.

Buyer (M) and Seller () acknowledge receipt of a copy of this page, which is page 2 of 3 Pages.

Seller Initials Buyer Initials

(G) FLOOD AREA HAZARD ZONE: The Property is located in a Special Flood Hazard Area... Flood insurance on structures may be required as a condition of financing.

(H) SELLER FINANCING: Buyer shall execute a purchase money note and mortgage to Seller in the amount of \$... bearing annual interest at % and payable as follows:

The mortgage, note and any security agreement shall be in a form acceptable to Seller, but shall contain only clauses generally utilized by lending institutions in the county where the Property is located...

(I) EXISTING MORTGAGE: Seller shall, within days from Effective Date, deliver to Buyer a copy of the mortgage and an estoppel letter from the lender stating principal balance and accrued interest, maturity date, time and method of payments, interest rate and status of mortgage.

(1) First Mortgage: Buyer shall assume and take title subject to the existing first mortgage, LN# in favor of... having an approximate present principal balance of \$ payable \$ per month including principal, interest, other...

(2) Second Mortgage: Buyer shall assume and take title subject to the existing second mortgage, LN# in favor of... having an approximate present principal balance of \$ payable \$ per month including principal, interest, other...

(J) BUYER'S ATTORNEY APPROVAL: This Contract is contingent upon Buyer's attorney approving the Contract. Buyer may terminate the Contract and receive a return of the deposits if Buyer's attorney disapproves the Contract and Buyer notifies Seller in writing within days (5 days if left blank) after Effective Date.

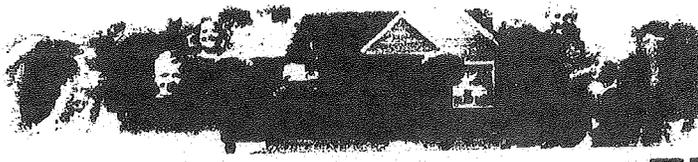
(K) SELLER'S ATTORNEY APPROVAL: This Contract is contingent upon Seller's attorney approving the Contract. Seller may terminate the Contract and the deposit will be returned to Buyer if Seller's attorney disapproves the Contract and Seller notifies Buyer in writing within days (5 days if left blank) after Effective Date.

Buyer () and Seller () acknowledge receipt of a copy of this page, which is page 3 of 3 Pages.

The Florida Association of REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions.



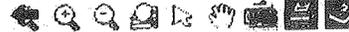
My Home



MIAMI-DADE

miamidade.gov

ACTIVE TOOL: SELECT



Show Me:

Property Information

Search By:

Select Item

- Text only
- Property Appraiser Tax Estimator
- Property Appraiser Tax Comparison

Summary Details:

Folio No.:	04-27-15-003-6470
Property:	2245 W BUNCHE PARK DR
Mailing Address:	CITY OF MIAMI GARDENS
Address:	1515 NW 167 ST BLDG 5 MIAMI GARDENS FL 33169-5100

Property Information:

Primary Zone:	3100 FOUR-FAMILY APARTMENTS
CLUC:	0040 MUNICIPAL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	6,564
Lot Size:	31,796 SQ FT
Year Built:	1955
Legal Description:	15 52 41 .73 AC BUNCHE PARK PB 50- 20 TR A LESS E140FT BLK 24 LOT SIZE 31798 SQUARE FEET OR 17473-1546 1298 4 F/A/J 30-2115-003-6470

Assessment Information:

Year:	2010	2009
Land Value:	\$89,034	\$182,170
Building Value:	\$348,611	\$358,719
Market Value:	\$437,645	\$520,889
Assessed Value:	\$437,645	\$520,889

Taxable Value Information:

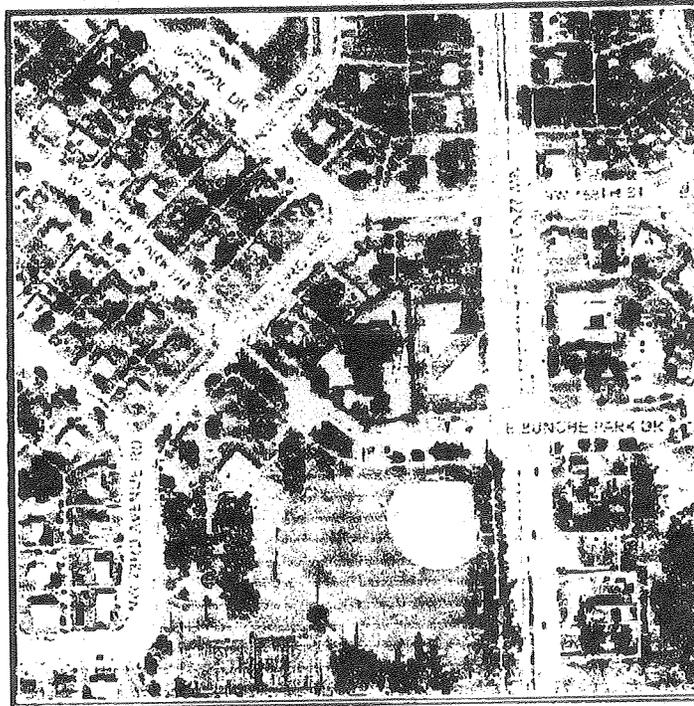
Year:	2010	2009
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$437,645/\$0	\$520,889/\$0
County:	\$437,645/\$0	\$520,889/\$0
City:	\$437,645/\$0	\$520,889/\$0
School Board:	\$437,645/\$0	\$520,889/\$0

Sale Information:

Sale Date:	9/2007
Sale Amount:	\$0
Sale O/R:	7/2007-2008
Sales Qualification Description:	Sales which are disqualified as a result of examination of the deed

Additional Information:

Community Development District	
Community Redevelopment Area	



Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



Aerial Photography - 2009

0 124 ft

My Home | Property Information | Property Details
 City Appraiser | Property Tax Estimator

Home | User Profile | Show Directions | Print | Print All

If you experience technical difficulties with the Property Information application, or wish to send us your comments, questions or suggestions please email us at myhome@miamidade.gov.

Web Site
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MIAMI-DADE

Show Me:
Property Taxes

Search By:
Select Item

Detail Tax Information:
[Real Estate Taxes](#)
[Property Taxes](#)
[2010 Years Taxes Due](#)
[2010 Ad Valorem](#)
[2010 Intangible](#)
[2010 Equalized](#)
[2010 Enterprise](#)
[2010 Sinking](#)
[2010 Other](#)

Real Estate Tax Information

Today's Date: 07/13/2011 Last Update: 07/11/2011 Tax Year: 2010

Folio Number: 34 21150036470 MIAMI GARDENS
Owner's Name: CITY OF MIAMI GARDENS
Property Address: 2245 W BUNCHE PARK DR

Mailing Information :
CITY OF MIAMI GARDENS
1515 NW 167 ST BLDG 5
MIAMI GARDENS FL
331695100

Legal Description :
15 52 41 .73 AC
BUNCHE PARK PB 50-20
TR A LESS E140FT BLK 24
LOT SIZE 31798 SQUARE FEET

Amounts due if paid by 07/31/2011 in U.S. funds

2010 Taxes	\$ 80.17
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E-check payment option is not available for this property. Please call (305) 270-4916 for assistance.

Contact Information

E-Mail:

(305) 270-4916

Downtown Office:
140 W Flagler St.,
Room 101
Miami, FL 33130

Office Hours:
Mon - Fri
8:00 AM - 4:30 PM

Related Links:

Amounts due are subject to change without notice.

**PATHMAN
LEWIS, LLP**
ATTORNEYS AT LAW

WAYNE M. PATHMAN, P.A.
HAROLD L. LEWIS, P.A.
DAVID E. SACKS
LOUIS P. ARCHAMBAULT
ANNA MARIE HERNANDEZ
LEWIS D. KUHL*
BRUCE L. BENNETT**
SARA WALTERS
OLEZIA Y. BELCHENKO
MARIA SOLEDAD BODERO ***
ANTHONY VICTOR DE YURRE

ONE BISCAYNE TOWER · SUITE 2400
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-1803

TELEPHONE (305) 379-2425
FACSIMILE (305) 379-2420
www.pathmanlewis.com

DAVID E. SACKS
dsacks@pathmanlewis.com

August 29, 2011

* also admitted to practice in Kentucky
** Member Washington, D.C. Bar
*** also admitted to practice in Ecuador

Via E-mail: drosemond@miamigardens-fl.gov

Mr. Daniel A. Rosemond
Assistant City Manager/Community Development Director
City of Miami Gardens
1515 N.W. 167th Street
Building 5, Suite 200
Miami Gardens, FL 33169

**RE: Love Fellowship Ministries, Inc. – Purchase from City of Miami Gardens
2245 West Bunche Park Drive, Miami Gardens, Florida 33054**

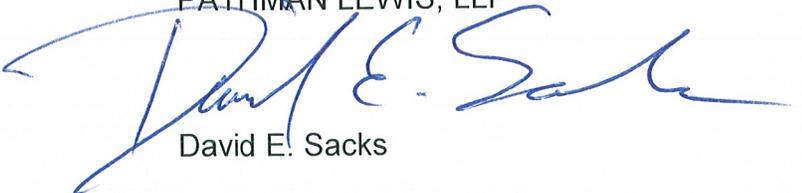
Dear Daniel:

This letter shall confirm that our firm is holding in escrow, as cleared funds, a deposit of \$205,000.00 toward the purchase of the above referenced property.

Please contact us should you have any questions.

Very truly yours,

PATHMAN LEWIS, LLP



David E. Sacks

DES/sls



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 12, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		X
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
							X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Dr. Danny O. Crew, City Manger		Department:	<i>Police Department</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE STATE OF FLORIDA OFFICE OF THE ATTORNEY GENERAL IN THE AMOUNT OF THIRTY TWO THOUSAND, SEVEN HUNDRED SIXTY DOLLARS (\$32,760.00) FOR VICTIM ASSISTANCE SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING A TWENTY PERCENT (20%) IN-KIND MATCH OF AWARDED GRANT FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Miami Gardens Police Department applied for and has been awarded grant funding from the Office of the Attorney General in the amount of \$32,760.00. These funds were approved to provide assistance to victims of crime in the City of Miami Gardens for services such as counseling, assistance with prosecution,

**ITEM K-1) CONSENT AGENDA
RESOLUTION
Agreement w/ the Office of the
Attorney General**

criminal justice support, advocacy, crisis hotline counseling and/or victim compensation. The grant requires the City to contribute a 20% in-kind or dollar match of the awarded funds. The Miami Gardens Police Department intends to contribute an in-kind match through the use of supervisory time in administering victim assistance services. The funds would provide efficient and needed services that are now being provided by the State Attorney's Office or other municipalities.

Proposed Action:

That the City Council approve the attached resolution, authorizing the City Manager to execute a contract with the State of Florida Office of the Attorney General in the amount of \$32,760.00 for victims assistance within the City of Miami Gardens.

Attachment:

Attachment A – FY 2011 (VOCA) Victims of Crime Act Grant Contract

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 THE
7 STATE OF FLORIDA OFFICE OF THE ATTORNEY GENERAL IN
8 THE AMOUNT OF THIRTY TWO THOUSAND, SEVEN HUNDRED
9 SIXTY DOLLARS (\$32,760.00) FOR VICTIM ASSISTANCE
10 SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS
11 EXHIBIT "A"; AUTHORIZING A TWENTY PERCENT (20%) IN-
12 KIND MATCH OF AWARDED GRANT FUNDS; PROVIDING FOR
13 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE
14 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
15 EFFECTIVE DATE.
16

17 WHEREAS, the City of Miami Gardens Police Department was awarded Thirty-
18 Two Thousand Seven, Hundred Sixty Dollars (\$32,760.00) for victim assistance
19 services by the State of Florida Office of the Attorney General Office, and

20 WHEREAS, the grant funds will be utilized to provide counseling, criminal justice
21 support, advocacy, and crisis hotline services to crime victims within the City, and

22 WHEREAS, the grant award requires the City to contribute a twenty percent
23 (20%) in-kind or cash match of awarded funds, and

24 WHEREAS, the City intends to contribute an in-kind match through the use of
25 supervisory time in administering victim assistance services,

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

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

31 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
32 hereby authorizes the City Manager and the City Clerk to execute and attest,
33 respectively, that certain Agreement with the State of Florida Office of Attorney General

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

75

76

77

78

**2011/2012
AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND**

City of Miami Gardens

GRANT NO. V11289

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Office of the Attorney General, the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as the OAG, an agency of the State of Florida with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the City of Miami Gardens, 1515 NW 167th Street, Suite 200, Miami Gardens, Florida 33169 hereafter referred to as the Provider. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG hereby agrees to engage the Provider and the Provider hereby agrees to perform services as set forth herein. The Provider understands and agrees all services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The Provider agrees to supply the OAG with written notification of any change in the appointed representative for this Agreement. This Agreement shall be performed in accordance with the Victims of Crime Act (VOCA), Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621 and the U.S. Department of Justice, Office of Justice Programs, Financial Guide, incorporated herein by reference.

ARTICLE 2. SCOPE OF SERVICES

For the 2011/2012 grant period, the Provider agrees to undertake, perform and complete the services as outlined in the 2011/2012 grant application approved by the OAG, incorporated herein by reference, unless otherwise approved in writing by the OAG.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on October 1, 2011, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2012. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and Provider is solely responsible for any such expenses. The original signed document must be returned to the OAG by October 14, 2011, or within 15 days of signature by all parties, or the Agreement shall be voidable at the option of the OAG.

ARTICLE 4. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for services completed in accordance with the terms and conditions of the Agreement. The total sum of monies reimbursed to the Provider for the costs incurred under this Agreement shall not exceed \$32,760. The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, Office of Justice Programs, Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a recipient. However, the accounting systems of Providers must ensure OAG funds are not commingled with funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a Provider's accounting system cannot comply with this requirement, the Provider shall establish a system to provide adequate fund accountability for each project.

In accordance with the provisions of Section 287.0582, F. S., if the terms of this Agreement and reimbursement thereunder extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation by the Florida Legislature. This Agreement is contingent upon the OAG's Victims of Crime Act award funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any modification to the budget must be requested in writing to the OAG and will require prior approval by the OAG. Modification approval is at the discretion of the OAG. The Provider acknowledges and agrees any funds reimbursed under this Agreement must be used in accordance with the Victims of Crime Act, Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621, and the U.S. Department of Justice, Office of Justice Programs, Financial Guide, incorporated herein by reference.

The Provider and the OAG agree VOCA funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, Victim Compensation, Medicare or Medicaid may not be billed for services provided by VOCA funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third party reimbursements. The OAG and the Provider further agree that travel expenses reimbursed with grant funds will be in accordance with all Section 112.061, F.S. requirements.

The Provider shall reimburse the OAG for all unauthorized expenditures and the Provider shall not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of the Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of the government agency. If the Provider is a non-profit organization, the Provider agrees to obtain a minimum of

three (3) written quotes for all single item grant-related purchases equal to or in excess of one thousand dollars (\$1,000) unless it is documented that the vendor is a sole source supplier.

ARTICLE 6. PROGRAM INCOME

Providers must provide services to crime victims, at no charge, through the VOCA funded project. Upon request, the Provider agrees to provide the OAG with financial records and internal documentation regarding the collection and assessment of program income, including but not limited to victim compensation, insurance, restitution and direct client fees.

ARTICLE 7. METHOD OF REIMBURSEMENT

Reimbursements under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made monthly based on Provider submission and OAG approval of a monthly invoice, VOCA Personnel Spreadsheet (VPS), Match Personnel Spreadsheet (MPS), and Actual Expense Report (AER), if applicable. Monthly invoices, VPSs, MPSs and AERs, must be submitted to the OAG by the last day of the month immediately following the month for which reimbursement is requested. The Provider shall maintain documentation of all costs represented on the invoice. The OAG may require documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or the documentation is not satisfactory. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If the final invoice is not received within this time frame, all right to reimbursement is forfeited, and the OAG will not honor any subsequent requests. Any reimbursement due or any approval necessary under the terms of this Agreement may be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

The Provider agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the VOCA Federal Guidelines. Match contributions of 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant plus match) must be reported monthly to the OAG. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Unless otherwise approved by the OAG, match must be reported on a monthly basis consistent with the amount of funding requested for reimbursement.

ARTICLE 8. MONTHLY PERFORMANCE REPORTS

Monthly reports as required by the OAG must be completed and received with the monthly invoice. Reimbursement of a monthly invoice is contingent upon OAG receipt and approval of the corresponding monthly report. Failure to provide the complete correct report by the deadline may result in termination of the Agreement. Providers will be held responsible for meeting the service projections as outlined in Part 4 of the VOCA application and approved by the OAG, incorporated herein by reference unless otherwise approved by the OAG and shown as Attachment "A."

ARTICLE 9. DOCUMENTATION AND RECORD RETENTION

The Provider shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider shall maintain a file for inspection by the OAG or its designee, Chief Financial Officer, or Auditor General that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of the person(s) who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. Documentation, including audit working papers, shall be maintained at the office of the Provider for a period of five years from the termination date of the Agreement, or until the audit has been completed and any findings have been resolved, whichever is later.

The Provider shall give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant. If the Provider fails to provide access to such materials, the OAG may terminate this Agreement. Section 119.071, and Section 960.15 F.S., provides that certain records received by the OAG are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG shall result in the suspension of further reimbursements to the Provider until requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

The Provider shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, unless the records are exempt under one of the provisions mentioned in the paragraph above, or are exempt from Section 119.071 F.S. or Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by the Provider to allow the aforementioned public access constitutes grounds for unilateral cancellation by the OAG at any time, with no recourse available to the Provider.

ARTICLE 10. VICTIM ADVOCATE DESIGNATION

The Provider agrees to have at least one staff member complete training through the OAG's Victim Services Practitioner Designation Training.

ARTICLE 11. PROPERTY

The Provider agrees to be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is

no longer a recipient, all property acquired by grant funds shall be subject to the provisions of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide.

ARTICLE 12. AUDITS

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Provider expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards of any type in its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Article 4 to this Agreement indicates the amount of Federal funds disbursed through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider shall take into account all sources of Federal awards, including Federal resources received from the OAG. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in this part, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Provider expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be reimbursed from non-Federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than Federal entities).

ARTICLE 13. AUDIT REPORT SUBMISSION

Audits must be submitted no later than 180 days following termination or expiration of the Agreement, but may be submitted at a later date upon written approval of the OAG.

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this Agreement shall be submitted, when required

by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:

- A. Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050
- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
- C. Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

- 2. In the event that a copy of the financial reporting package for an audit required by Article 12 of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the OAG for the reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the Provider shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the Provider's audited schedule of expenditures of Federal awards directly to the OAG.
- 3. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, as applicable.
- 4. Providers should indicate the date that the financial reporting package was delivered to the Provider in correspondence accompanying the financial reporting package.

ARTICLE 14. MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by OAG staff or its designee, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the OAG. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The Provider may not accept duplicate funding for any position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100% payment from all funding sources for any position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, the Agreement may be suspended while the extent of any overpayment is determined, or terminated or both. Failure to comply with state law, or the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension of the Agreement while the extent of the overpayment is determined, or termination or both. Absent fraud, in the event that there has been an overpayment to a Provider for any reason, including the afore-mentioned, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, both parties agree that the Provider shall reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 15. TERMINATION OF AGREEMENT

This Agreement may be terminated by the OAG for any reason upon five (5) days written notice via certified mail.

In the event this Agreement is terminated, the Provider shall deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement shall be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider shall not be relieved of liability to the OAG for damages sustained by the OAG by virtue of any termination or breach of this Agreement by the Provider. In the event this Agreement is terminated, the Provider shall be reimbursed for satisfactorily performed and documented services provided through the effective date of termination.

ARTICLE 16. AMENDMENTS

Except as provided under Article 5, Authorized Expenditures, modification of any provision of this contract must be mutually agreed upon by all parties, and requires a written amendment to this Agreement.

ARTICLE 17. NONDISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement as proscribed by all applicable state and federal laws and regulations. The Provider shall, upon request, show proof of such nondiscrimination. Failure to comply with such state and federal laws will result in the termination of this Agreement.

ARTICLE 18. ACKNOWLEDGMENT

All publications, advertising or describing of the sponsorship of the program shall state: "This project was supported by Award No. _____ awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

ARTICLE 19. EMPLOYMENT

The employment of unauthorized aliens by the provider is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens shall not be reimbursed.

ARTICLE 20. ASSURANCES

Attachment "B" Assurances is hereby incorporated by reference.

ARTICLE 21. CERTIFICATION FORM

Attachment "C" Certification Form is hereby incorporated by reference.

ARTICLE 22. CONTROLLING LAW AND VENUE

This Agreement is governed by Florida law. In the event of litigation, venue shall be in the Circuit Court of the Second Judicial Circuit, in and for Leon County, Florida.

ARTICLE 23. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument and the grant application embody the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or Agreements on this same subject, verbal or written, between the parties.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one time funding only. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the City of Miami Gardens, have executed this Agreement.

Authorizing Official

Print Name

Date

FEID # of Provider

SAMAS Code



Director of Administration

John Hamilton

Print Name

9-23-11

Date

ORIGINAL

PART 4. VICTIMS SERVED AND TYPES OF SERVICES

Indicate the number of victims projected to be served by type of victimization:
 Note: Indicate the number of victims served by VOCA-funded and matching funds through the grant period. Each victim should be counted only once unless there is a separate instance of victimization. For example, a victim of spouse abuse assault should be counted one time during the grant period unless he/she is victimized as a result of a separate and unrelated crime. **At a minimum, the agency will provide services to no less than 90 percent of the total projected victim population.**

# of Victims to be Served	Type of Victim	# of Victims to be Served	Type of Victim
5	Child Physical Abuse	0	Elder Abuse
14	Child Sexual Abuse	2	Adults Molested as Children
1	DUI/DWI Crashes	17	Survivors of Homicide Victims
586	Domestic Violence	280	Robbery
18	Adult Sexual Assault	515	Assault
		0	Other (subtotal from section below)
For other types of crimes, identify and list each separately at right. The subtotal of this section will appear above next to "other."		*****	List other types of crimes below

Indicate the number of victims projected to receive the following service(s). (See Definitions on page 7 for description of each service.)

# of Victims to be Served	Type of Service	# of Victims to be Served	Type of Service
500	Crisis Counseling	0	Criminal Justice Support/Advocacy
1,400	Follow-up Contacts	0	Emergency Financial Assistance
0	Therapy	0	Emergency Legal Advocacy
0	Support Groups	1,260	Assistance Filing Compensation Claims - Mandatory Requirement
0	Crisis Hotline Counseling	100	Personal Advocacy
0	Shelter/Safehouse	1,400	Telephone Contacts
1,400	Information and Referral (In-Person)	1,400	Other (subtotal from section below)
For other types of service, identify and list each separately at right. The subtotal of this section will appear above next to "other." ATTORNEY GENERAL'S OFFICE ADVOCACY & GRANTS MGMT. 11 SEP 23 AM 8:56 DELETED		*****	List other types of services below
		1,400	Mail Contact
TOTAL VICTIMS SERVED:		1,438	

ORIGINAL

ATTACHMENT B

OMB APPROVAL NO. 1121-0140
EXPIRES 06/30/2009



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

Date

ORIGINAL

CERTIFICATION FORM

Recipient Name and Address: _____

Grant Title: _____ Grant Number: _____ Award Amount: _____

Contact Person Name and Title: _____ Phone Number: () _____

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete either Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. Please check all the boxes that apply.

- Recipient has less than 50 employees,
Recipient is a non-profit organization,
Recipient is a medical institution,
Recipient is an Indian tribe,
Recipient is an educational institution, or
Recipient is receiving an award less than \$25,000

I, [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title Signature Date

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, [responsible official], certify that the [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, et seq., subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: [organization], at [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Print or type Name and Title Signature Date



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 12, 2001		Item Type:	Resolution	Ordinance	Other
			<i>(Enter X in box)</i>	X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:	1st Reading		2nd Reading
		X	<i>(Enter X in box)</i>	Public Hearing:	Yes	No
			<i>(Enter X in box)</i>	Yes	No	Yes No
Funding Source:	Miami Dade Building Better Communities General Obligation Bond Funds		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	Call to Artists: Miami Carol I City Park Recreation Building Breezeway		
	X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>		
		X				
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Capital Improvement Projects		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, COMMISSIONING THE SERVICES OF PROFESSIONAL ARTIST CARLOS PEREIRA IN THE AMOUNT OF ELEVEN THOUSAND FORTY-SEVEN DOLLARS AND EIGHT CENTS (\$11,047.08) TO IMPLEMENT THE PUBLIC ART DESIGN CONCEPT AT THE MIAMI CAROL CITY PARK RECREATION BUILDING; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT ATTACHED HERETO AS EXHIBIT "A", FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

**ITEM K-2) CONSENT AGENDA
RESOLUTION
Public Art Design**

In accordance with City Ordinance No. 2010-22-230 Art in Public Places, as well as the Building Better Communities General Obligation Bond (GOB) contract for Miami Carol City Park, the City must allocate 1.5% (\$15,058.85) of the eligible project construction and design costs (\$1,003,923.62) to integrate public art at this facility.

Current Situation

Call to Artists: Miami Carol City Park Recreation Building Breezeway was released on April 1, 2011. This Call to Artists was also printed in the city's Community Newspaper as well as The Miami Herald. A committee appointed by the City Manager met on June 6, 2011 to review the thirty (30) proposals received. During this meeting the committee shortlisted four (4) proposals for further development. On September 6, 2011, the shortlisted artists presented design concepts to the committee. After much consideration, the committee recommends award to Carlos Pereira's for final commission of his work of art at the Miami Carol City Park Recreation Building.

Total allocation for this Project (1.5% of eligible costs)	\$15,058.85
Administration, future maintenance, four shortlisted artists design concepts fees	<u>- \$4,011.77</u>
Implementation of recommended art work	\$11,047.08

The commissioning of Carlos Pereira to implement the attached proposed artwork design concept in the contract sum of \$11,047.08 will provide a functional, professional work of visual public art in the breezeway section of the Miami Carol City Park Recreation Building, beautifying the facility for all to appreciate. Additionally, the commission of Carlos Pereira and the implementation of his work of art will allow the City to remain in compliance with the aforementioned City ordinance, and receive the reimbursement of contracted GOB funds.

Proposed Action:

It is recommended that the City Council authorize the City Manager to commission the services of Professional Artist Carlos Pereira in the contract sum of \$11,047.08 to implement the attached public art design concept at the Miami Carol City Park Recreation Building.

Attachment:

Attachment A – Art in Public Places Design Concept Proposal, presented by Carlos Pereira

Attachment B – Art in Public Places Artwork Warranty Proposal, provided by Carlos Pereira

Attachment C – Final Artist Two-Phase Commission Contract

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, COMMISSIONING THE SERVICES OF
5 PROFESSIONAL ARTIST CARLOS PEREIRA IN THE AMOUNT OF
6 ELEVEN THOUSAND FORTY-SEVEN DOLLARS AND EIGHT CENTS
7 (\$11,047.08) TO IMPLEMENT THE PUBLIC ART DESIGN CONCEPT AT
8 THE MIAMI CAROL CITY PARK RECREATION BUILDING;
9 AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO
10 EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN
11 AGREEMENT ATTACHED HERETO AS EXHIBIT "A", FOR THIS
12 PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK;
13 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
14 PROVIDING FOR AN EFFECTIVE DATE.
15

16 WHEREAS, in accordance with Section 20-204 of the City's Code of Ordinances,
17 as well as the Building Better Communities General Obligation Bond for the Miami Carol
18 City Park, the City is required to allocate 1.5% of project construction and design costs
19 to integrate public art at the facility, and

20 WHEREAS, a Call to Artist was advertised on April 1, 2011, and

21 WHEREAS, on June 6, 2011, a committee appointed by the City Manager met to
22 review the thirty (30) proposals received, and

23 WHEREAS, the committee shortlisted four (4) artist proposals, and

24 WHEREAS, on September 6, 2011, the shortlisted artists presented design
25 concepts, and the City Manager recommends that the City Council awards the
26 commission to Carlos Pereira for artwork to be displayed at the Miami Carol City Park
27 Recreation Building, and

28 WHEREAS, the total cost for implementing the final work of art at the Miami
29 Carol Park Recreation Building will be Eleven Thousand Forty-Seven Dollars and Eight
30 Cents (\$11,047.08),

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

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

36 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
37 hereby commissions the services of professional artist Carlos Pereira in the amount of
38 Eleven Thousand Forty-Seven Dollars and Eight Cents (\$11,047.08) to implement the
39 public art design concept at the Miami Carol City Park Recreation Building. The City
40 Council further authorizes the City Manager and the City Clerk to execute and attest,
41 respectively that certain Agreement attached hereto as Exhibit "A", for this purpose.

42 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
43 authorized to obtain two (2) fully executed copies of the subject Agreement with one (1)
44 to be maintained by the City, and one (1) to be delivered to Carlos Pereira.

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

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

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56 **ATTEST:**

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60 _____
61 RONETTA TAYLOR, MMC, CITY CLERK

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

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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 André Williams	_____ (Yes)	_____ (No)

PROFESSIONAL ARTIST SERVICES AGREEMENT

**BETWEEN
CITY OF MIAMI GARDENS
AND
CARLOS PEREIRA
FOR
PHASE I – DESIGN SERVICES
&
PHASE II – FABRICATION & INSTALLATION SERVICES
FOR THE
MIAMI CAROL CITY PARK RECREATION BUILDING**

THIS PROFESSIONAL ARTIST SERVICES AGREEMENT FOR PHASE – I DESIGN SERVICES AND PHASE II – FABRICATION & INSTALLATION SERVICES (“**Agreement**”), is made and entered into this ____ day of _____, 2011, by and between the City of Miami Gardens and hereinafter referred to as the "**City**," and Carlos Pereira hereinafter referred to as the "**Artist**."

WITNESSETH:

WHEREAS, the City is implementing a public art program as set forth in Section 20.201 of the City of Miami Gardens Code of Ordinances, allocating certain funds for the acquisition of art works for public places and authorizing the Art in Public Places Advisory Committee, hereinafter referred to as the “Committee,” to make recommendations for the selection of Artists, and

WHEREAS, the City has followed the procedures outlined in Sections 20.201 through 20-212 of the Code of Ordinances, and

WHEREAS, the Artist was selected to perform design and fabrication and installations services for the Miami Carol City Park Recreation Building, and

WHEREAS, the City and Artist would like to enter into an Agreement for this purpose,

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

DEFINITIONS

WORDS AND TERMS

The words and terms as used in this Agreement shall have the following meanings unless some other meaning is plainly and clearly set forth.

Architect

"**Architect**" means the Architect of Record and Primary Design Architectural Firm of R.E. Chisholm Architects, Inc., 4921 SW 74th Court, Miami, FL 33155, contracted by the City of Miami Gardens for the new Miami Carol City Park Recreation Building (the "**Project**").

Art in Public Places Committee

"**Art in Public Places Committee**" means the advisory committee established by the City Council to make recommendations concerning Art in Public Places.

Artist

"**Artist**" means Carlos Pereira. An essential and irrevocable condition of this agreement is the direct involvement and responsibility of the Artist identified as "lead artist" for all creative and/or artistic related elements of the Work. Under no circumstances may such responsibility be assigned and/or transferred to any other party.

Construction Manager at Risk

"**Construction Manager at Risk**" refers to Portland Construction, a business entity selected and contracted by the City of Miami Gardens to implement the construction of the new Miami Carol City Park Recreation Building.

Construction Project Team

"**Team**" refers to the collaborative forces of the Architect, Construction Manager at Risk, City of Miami Gardens, and any of their related subcontractors.

Consultants

"**Consultants**" means design, engineering or other professional consultants contracted by the City of Miami Gardens and/or the Architect or the Construction Manager at Risk as part of the Project team with which the Artist may be required to interact for purposes of completing the Services as described in this Agreement.

City

"**City**" means City of Miami Gardens, Florida.

Director

"**Director**" means the Director of the City of Miami Gardens Department of Capital Improvement Projects. The Director may designate a member(s) of his staff for the purposes of working with the Artist on the Work. The authority of the Director described in this Contract will not be delegated to the designated staff person.

Phase II Services

"**Phase II Services**" means those services, in whole or in part, as described under Article I, Section 1.1 and Section 1.3 of this Agreement.

Schematic Design Documents, Design Development Documents and Construction Documents

"**Schematic Design Documents**," "**Design Development Documents**" and "**Construction Documents**" means the Instruments of Service for the design resolution and the fabrication and installation of the Work as described in Article I of this Agreement.

Services

"**Services**" means the Scope of Services described in Article I of this Agreement.

Site

"**Site**" means the Miami Carol City Park located in the vicinity of at 18500 NW 32nd Avenue, Miami Gardens, FL 33056.

Work

"**Work**" means the Approved Artist's Proposal in its final format (Refer to Exhibit C), which complete concept includes a mural for the breezeway, for which functionality and durability in an outdoor environment shall be of the utmost importance. It is required that the mural avoids any life-safety or electrical switches, lighting, fire alarm pull-boxes and alarm devices. It is preferred that the mural consist of a recreational theme.

Work Plan

"**Work Plan**" refers to an Artist's outline and schedule of proposed activities in sequential order describing the means and methods proposed for completion of the Work in each of its phases, including the listing of potential subcontractors, vendors, and or fabricators hired by the Artist with their respective relationship to the artwork project (Design / Fabrication / Installation.)

ARTICLE I

SCOPE OF SERVICES

1.1 BASIC SERVICES - PHASE I Design

The Artist shall perform all services, including travel, and furnish all supplies, materials and equipment as necessary for the completion of the following specific tasks:

- 1.1.A) Schematic Design Documents - The Artist shall prepare a refined narrative (the "Artist's Proposal Statement") describing the Artist's design intent, drawings, models, graphic or other visual representation of the Work, together with such other data and graphic material as is necessary to portray the Site preparation and permit the Director to assess its feasibility and compliance with applicable statutes and ordinances; and a preliminary project budget (the "Budget") outlining "Probable Construction Costs" for the fabrication, delivery, site preparation and installation of the Work (Exhibit C). The Budget will include applicable headings for all work to be performed by the Artist and any work to be subcontracted by the Artist, as well as any specialty items such as mock-up samples and models anticipated by the Artist to be part of the costs to fabricate and install the Work. The proposal shall be developed within a not-to-exceed budget of **\$11,047.08** which shall be inclusive of Services to be performed by the Artist, from Schematic Design and Design Development through fabrication and installation. Documentation for the Schematic Design Phase of work shall include a listing of potential entities/vendors to be engaged by the Artist and a preliminary breakdown of each proposed portion of their work.
- 1.1.B) Design Development Phase. The Artist shall perform Design Development services to include but not be limited to the following: development of sketch models, research of structural and fabrication engineering requirements for compliance with applicable codes and standards and other related functional attributes of the intended design (as may be applicable), research and determination of the types and sources of materials for the Work, development of prototypes, testing of mock-up(s) if needed for verification of compliance with wind and stress tolerance requirements (all in accordance with the Florida Building Code and other applicable codes and standards), development of a final presentation prototype or working model for review by the Director. In addition to the above-referenced services, the Artist shall, prior to completion of the Design Development Phase, refine the Scope of the Work and complete a Budget Reconciliation Review and submit these written documents to the Director.

The Budget Reconciliation Review will include the drafting by the Artist of a Preliminary Working Budget detailing cost breakdowns for major components of the work, all in sufficient form as to allow the Director to verify fiscal feasibility of the Work as refined under the Design Development Phase. Cost allocations shall be projected to a target completion date of the Work to be mutually agreed upon by the Artist and

the Director and Construction Project Team. The Preliminary Working Budget shall include an allocation for permit fees, the cost of surety bonds (Refer to Exhibit D - Performance and Payment Bond) and Insurance in accordance with requirements as described in Section 4.13. The Preliminary Working Budget shall not exceed the total construction budget amount described in 1.2.E below, unless approved by the Director in writing.

The Artist shall conduct research and recommend sources for materials and/or fabricators for the Work, all in sufficient form to allow the Director to verify compliance with applicable codes and standards, and related long-term maintenance requirements for each proposed design. Preliminary Material Samples shall be furnished and be subject to the Director's approval prior to fabrication in an appropriate scale that allows the Director to properly assess the aesthetic and workmanship quality intended of the finished product. The Artist may be requested to submit up to two (2) samples for each proposed fabrication material and up to (1) sample for proposed technology-based elements of the Work, at no additional cost to the City, which materials will be retained by the City.

As part of the Design Development package the Artist shall develop a Maintenance Program Narrative. The Maintenance Program Narrative shall include a projected cost estimate for replacement parts of the Work (as may be applicable), allowances for the Artist's fee for maintenance (where applicable), and anticipated maintenance procedural requirements for no less than a ten (10) year period from completion of the Work to ensure the proper care and upkeep of the Work. The Artist shall make recommendations based on the latest resources and technologies available at the time that the Maintenance Program Narrative is drafted, with special attention to the logistics and fiscal constraints inherent in the facility where the artwork is to be located. Both parties hereto agree that the Maintenance Program Narrative shall constitute a "working" maintenance plan and may be modified upon request by the Director during the construction phase.

- 1.1.C) Construction Documents and Administration. Upon completion of the Design Development Phase described above, and upon notice to proceed by the Director, the Artist shall finalize Construction Documents for the Work and be engaged in related construction administration activities to include but not be limited to the following: coordination with the Construction Project Team's architectural/engineering consultants hired for purposes of completing verification of logistical requirements with respect to architectural, structural, electrical engineering considerations for the Site, and conducting site visits for coordination and planning with the Construction Project Team of construction phase of the Work. The Artist will submit to the Director a detailed Budget the form outlined in 1.1.B. In

addition, the Artist will submit a **Schedule** (“Project Schedule”) for fabrication and installation of the Work that is coordinated with the Construction Project Team’s updated and approved construction schedule. All costs associated with this phase of work are inclusive in the Artist’s Budget.

- 1.1.D) Construction Documents Format. The Work is to be incorporated into the building and the design is to include all documents by discipline as required by the Florida Building Code to procure a permit to construct the Work from the Authorities Having Jurisdiction (AHJ) - City of Miami Gardens, Building Department. The Artist shall provide three (3) original signed and sealed sets of architectural and engineering drawings, along with engineering calculations and other support documentation for the Work as may be applicable for the Artist to process the plan review by the AHJ. All architectural, engineered drawings, and calculations shall be signed and sealed by appropriately licensed Florida architect (s) or engineer(s). The Artist shall provide manufacturer’s product information, specifications, cut sheets, product warranty, material safety data sheets, etc. as may be appropriate to complete the submittals package and inform the Director with respect to the nature and quality of materials being proposed by the Artist for the Work.

1.2 PROCEDURE – PHASE I Design

The Artist shall determine/refine the artistic expression, size, material, texture, color, location and method of fabrication of the Work, all subject to review and acceptance by the Director for compliance with the City’s intent for the Project, any related project feasibility considerations as may be applicable, as provided below:

- 1.2.A) Promptly after the approval by the City of the Conceptual Design Proposal, Work Plan, and preliminary project budget, the Artist shall meet with the Director and the Construction Project Team in order to coordinate the process and schedule milestones for the completion of critical tasks and delivery of submittals pursuant to the Services to be performed under this Agreement.
- 1.2.B) The Artist shall coordinate the completion of the Services outlined in this Agreement with the schedule approved by Director, and shall complete the Instruments of Services for Phase I – Design on or before **November 15, 2011**.
- 1.2.C) All required submittals shall be delivered to the Director in sufficient form to allow for review, comments, and acceptance of the material. Submittals may be delivered for preliminary review in an acceptable electronic format (PDF). All submittals are subject to review and comments by the Director, the Director’s designated staff, and the Construction Project Team.

- 1.2.D) Timeframe for completing the review and acceptance of submittals is at the sole discretion of the Director. However, a reasonable time of 10 working days shall be anticipated for completion of each required review.
- 1.2.E) The Artist shall, upon completion of the Services outlined in this Agreement and prior to final payment, submit to the Director a **Schedule which shall be coordinated with the Construction Project Team's then current updated and approved construction schedule** and finalized **Budget of Probable Construction Costs** for the Work and negotiate an agreement for Phase II Services for the Work to include Fabrication, Installation and/or Construction Management Services, which total aggregate amount **shall not exceed \$6,047.08.**
- 1.2.F) The Artist shall, upon completion of the Services outlined in this Agreement and prior to final payment, submit proof to the Director, final releases of claims from each of its subconsultants, subcontractors, vendors, and material suppliers, or a Consent of Surety that satisfies the requirements of the City.

1.3 BASIC SERVICES – PHASE II Fabrication and Installation

It is anticipated that based on the satisfactory completion of Phase I Design Services and notice of acceptance by the Director, basic services for Phase II Fabrication and Installation may be negotiated by and between the Artist and the Director, including additional fees and costs as are appropriate. Negotiations for Phase II Services may commence during performance of this Agreement or after the completion of the Services outlined herein, if mutually agreed upon in writing by the Artist and the City. The Phase II negotiated services, if approved by the City, will be incorporated into this Agreement by form of an Amendment and/or Addendum as deemed appropriate by the Director. The following Basic Services may be contracted in whole or in part as a result of the Director's acceptance of the Phase I Design Services and may be negotiated at a later date:

- 1.3.A) Fabrication of the Work: when the Work is to be fabricated and installed by the Artist.
- 1.3.B) Construction Management Services: to include the on-site observation and monitoring of the progress, process, and quality of installation of the of the Work, when the Work is to be installed under the Construction Manager at Risk contract, and which involves the Artist's making periodic trips to the site to assist the Director and the Construction Project Team in verifying compliance with the Construction Documents and the Artistic Design Intent as developed for the Work.

- 1.3.C) Installation: of special items or of the Work when deemed by the Director as not able or desirable to be completed by any party other than the Artist.
- 1.3.D) Review and Approval: of Artist's design-related construction material samples, shop drawings and/or other third party submissions for conformance with the Construction Documents and the Artist's Design Intent as developed for the Work.
- 1.3.E) Documentation & Reporting: to include providing the Director and the Construction Project Team with field reports documenting site activity observed with any recommendations necessary to assure conformance to Construction Documents and the Artist's Design Intent as developed for the Work.
- 1.3.F) Documentation of the Work. The Artist shall, upon installation of the Work and on or before submittal of a final request for payment, deliver to the Director the following documentation of the Work for the City:
- 1.3.F.1) Two (2) CDs containing high resolution (image size not smaller than 5x7 with a resolution of at least 300 dpi) and low resolution digital photographs (4x6 size at 100 dpi) of the completed Work, taken from at least three (3) different viewpoints, for a total of no less than twelve (12) images;
- 1.3.F.2) Two (2) sets of at least four (4) different 8" x 10" color photographic prints that best represent the completed Work;
- 1.3.F.3) Three (3) copies of each booklet, brochure, catalogue, print or invitation notice, if any, prepared by or at the direction and control of the Artist, pertaining to the Work performed under the terms of this Agreement; *and*
- 1.3.F.4) One (1) full set of "as built" drawings as well as any and all construction, fabrication and installation specifications, drawings or other documentation pertaining to the Work.

Electronic files and photographs shall be of acceptable professional quality in the determination of the Director and shall be properly marked.

1.4 PROCEDURE – PHASE II Fabrication and Installation

Authorization to proceed with Phase II is contingent upon successful completion of Phase I – Design and on the new Miami Carol City Park Recreation Building project generating the funding for this artwork commission. Additional terms and

conditions for Phase II Work may be incorporated into this Agreement via Amendment or Addendum as deemed appropriate by the Director, and approved by the City, and as particularly described below:

- 1.4.A) Promptly after the execution of the Phase II Agreement, the Artist shall meet with the Director, the Construction Project Team, and any other party related to the project to coordinate the fabrication and installation process and schedule milestones for the completion of tasks pursuant to the Services to be performed under the Phase II Agreement.
- 1.4.B) The Artist shall coordinate the completion of the Services outlined in the Phase II Agreement with the Construction Project Team's updated and approved construction schedule and shall update the Schedule for the Work in coordination with updates made by the Construction Project Team to the construction schedule for the new Miami Carol City Park Recreation Building. The Artist shall submit to the Director for approval each updated Schedule for the Work.
- 1.4.C) Immediately upon receipt of the Notice to Proceed for Phase II, the Artist shall begin fabrication of the Work to be completed and installed within the timeframe set forth in the Schedule.
- 1.4.D) During the performance of Phase II Services, the Artist shall submit proof to the Director, of releases of claim for every progress payment made by the Artist to his/her fabricators, contractors, and or any other entity hired by the Artist for purposes of completing the Work. The Artist shall fully comply with this requirement prior to submittal of a final payment request for services outlined in Phase II Agreement.

ARTICLE II

COMPENSATION

2.1 FIRM FIXED PRICE

The City shall pay the Artist a Fixed Fee (the "**Artist's Fixed Fee**") for PHASE I - Design in the fixed fee amount of FIVE THOUSAND DOLLARS & NO CENTS

(\$5,000) (the “**Contract Amount**”). THE FIXED FEE SHALL CONSTITUTE FULL COMPENSATION FOR ALL SERVICES AND MATERIALS TO BE PERFORMED AND FURNISHED BY THE ARTIST UNDER THIS AGREEMENT, INCLUDING THE ARTIST'S FEE, CONSULTING FEES, AND/OR ANY RELATED OVERHEAD EXPENSES AND TRAVEL.

2.2 METHOD OF PAYMENT

2.2.A) Artist's Fixed Fee for Design Development

The City shall pay the Artist the Fixed Fee for Design Development Services for the Work in the following installments:

- 2.2.A.1) \$1,000 upon execution of this Agreement, completion of the Project Orientation Meeting, submittal of the Work Plan and Preliminary Project Budget, verification and approval by the Director, and invoice by the Artist.
- 2.2.A.2) \$1,000 upon Artist submittal to the Director of proof of agreement with local A/E, and Notice to Proceed for A/E Design Services, verification and approval by the Director, and invoice by the Artist.
- 2.2.A.3) \$1,000 upon the date that the Artist submits to the Director a substantially complete set of Design Documents, verification and approval by the Director, and invoice by the Artist.
- 2.2.A.4) \$1,000 upon the date that the Artist notifies to the City the completion of 60% Construction Documents, submittal of documentation for verification and approval by the Director, and invoice by the Artist.
- 2.2.A.5) \$1,000 upon the date that the Artist delivers to the City a complete and permissible Construction Document Set (as set forth in Section 1.1.D), verification and acceptance by the Director, and invoice by the Artist.

2.2.B) Phase II – Fabrication & Installation

Disbursement of payments due to the Artist for Phase II – Fabrication & Installation Services shall be determined by the Director and the Artist upon completion and acceptance by the Director of Phase I – Design and incorporated herein as an addendum (Phase II Payment Schedule Addendum), in accordance with applicable provisions set forth in this Agreement. The Artist's

Fee for Phase II shall be negotiated by the Artist and the Director subject to the finalized scope of services submitted by the Artist and approved by the Director and incorporated as an addendum to this Agreement. The Director reserves the right to either itemize fees payable under Phase II or issue the Addendum based on a lump sum amount, which cumulative amount shall not exceed the Contract Amount stipulated under Section 1.2.E above. The Artist shall be responsible for procuring the services of a licensed subcontractor to procure all necessary permits, bonding and insurance as needed for any of the Work.

Eligibility for payment shall be subject to verification by the Director that each stage has been completed in accordance with this Agreement.

ARTICLE III

TIME OF PERFORMANCE

3.1 DURATION

The Services to be required of the Artist as set forth in Article I, Scope of Services, shall commence upon the execution of this Agreement and shall be completed and installed in adherence with the Schedule for completion of the Work and in coordination with the construction schedule established and maintained by the Construction Project Team for the new Miami Carol City Park Recreation Building. It is the Artist's explicit responsibility to monitor and coordinate all aspects of scheduling in conjunction with the Construction Project Team. Discrepancies in scheduling that may result in Artist's claims for extension of time and/or additional compensation must be documented pursuant to Section 4.17 of this Agreement. Receipt by the Artist of a fully executed copy of this Agreement shall constitute the Notice to Proceed with the Work as outlined in this Agreement.

3.2 CONSTRUCTION DELAYS

In the event that the Artist completes fabrication or procurement of the Work in accordance with the above-referenced Schedule and is delayed from installing it on or before the time specified in the Schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Work therein, the Artist shall be reimbursed for reasonable storage costs and any additional compensation related to the delay, incurred for the period between the time specified in the Schedule for installation and the date upon which construction of the Site is sufficiently complete to reasonably permit installation of the Work. All Artist's delay claims seeking additional compensation must be documented to the Director's satisfaction pursuant to Section 4.17 of this Agreement.

3.3 EARLY COMPLETION OF THE ARTIST SERVICES

In the event that the Artist completes Services as set forth in Article I prior to the time specified in the Schedule for installation, and, as a result thereof, incurs storage costs, the Artist shall bear the full cost of such storage.

3.4 DELAY BY ARTIST

In the event the Artist causes a delay that impacts the construction schedule, the Artist shall have the duty to accelerate his services to mitigate the delay at no additional cost to the City. If the Artist is unable to mitigate the delay in an acceptable and effective manner, the Director may terminate this Agreement pursuant to Section 4.6.B of this Agreement.

ARTICLE IV

GENERAL CONDITIONS-PHASE I & II

4.1 OWNERSHIP OF INSTRUMENTS OF SERVICE

Upon completion of the Services, all design materials including but not limited to renderings, models, mock ups, plans, samples and other documentation as outlined under Section 1.3.F, developed by the Artist and delivered to the Director for the purpose of this Agreement, shall become the property of the City. All material data and documentation as described herein shall be delivered to the Director prior to completion of the Agreement and final payment to the Artist. The Artist shall retain sole ownership of the copyright to the Work. The City reserves the right to appropriate use of all material data and documentation for public exhibition, publication, and or recordkeeping purposes of the City.

4.2 TIME EXTENSIONS

A reasonable extension of contract time, at no additional cost to the City, will be granted by the Director in the event there is a delay on the part of the Construction Project Team or should conditions beyond the Artist's control or Acts of God render performance of its duties impossible. Where such conditions arise, the Artist shall so notify the Director in writing with an explanation describing the circumstances that do not permit him/her to complete the Services as described in this Agreement in the time allotted. In such event, the parties hereto understand and agree that the Director shall be the sole judge of what constitutes "beyond the Artist's control". An Artist's claim for a compensable time extension shall follow the procedures outlined under Section 4.17 of this Agreement.

4.3 WARRANTY OF ORIGINALITY

The Artist warrants that the tangible objects it delivers to the City in the performance of this Agreement shall be the result of the artistic efforts of the Artist and that, unless otherwise stipulated, the Work shall be unique and an edition of one. The Artist shall not reproduce in any scale this Work and or a substantially similar Work without the Director's explicit written consent.

4.4 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

A material element of this Agreement is the personal skill, judgment and creativity of the lead Artist. Therefore, the Artist shall not assign, transfer or subcontract the creative and artistic portions of the Work to another party without the prior written approval of the Director.

4.5 INDEPENDENT CONTRACTOR

The Artist is an independent contractor and nothing in this Agreement shall be construed as constituting the Artist an employee, agent or representative of the City. Any employee of the City shall not supervise the Artist, nor shall the Artist exercise supervision over any employee or officials of the City. There are no third party beneficiaries to this Agreement.

4.6 TERMINATION AND SUSPENSION OF SERVICES

The services to be performed under this Agreement may be terminated by either party, subject to written notice submitted thirty (30) days from termination, provided that attempts to reconcile the reason for termination have been undertaken but failed. The notice shall specify whether the termination is for convenience or cause.

4.6.A) **Termination for Convenience**

4.6.A.1) If termination for convenience by the City, the Artist shall have an equitable adjustment in the fee (without allowance for an anticipated profit on unperformed services) in which event the City shall have the right at its discretion to possession and transfer of title to the sketches, design, and models already produced and submitted or produced for submission by the Artist under this Agreement prior to the date of termination, provided that no right to fabricate or execute the Work shall pass to the City.

4.6.A.2) If termination for convenience by the Artist, the Artist shall remit to the City a sum equal to all payments (if any) made to the Artist pursuant to this Agreement prior to termination. The City shall revert title of the Work to the Artist and return any material data and or work in progress to the extent that such return does not impact City property.

4.6.B.) **Termination for Cause**

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have

thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate.

4.6.B.1) If default by the City, the City shall promptly compensate the Artist for all services properly performed by the Artist prior to termination.

4.6.B.2) If default by the Artist, all finished and unfinished drawings, sketches, photographs, maquettes, prototypes, or other work products prepared and submitted by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate and or execute the Work shall pass to the City. The City shall promptly compensate the Artist for all services performed satisfactorily by the Artist prior to termination.

4.6.B.3) Notwithstanding any of these conditions, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist are determined.

4.6.C.) **Suspension of Services**

The Director may at any time suspend this Agreement for a period not exceeding one hundred twenty (120) days or such further period to which the parties may agree, by giving written notice to the Artist of such suspension, which all shall become effective upon receipt by the Artist of the written suspension notice. An equitable adjustment shall be made in the time of performance of the Services, and the Agreement shall be modified accordingly, if the suspension results in an increase in the time required for performance of the Services and compensation payable to the Artist under Article II shall be modified in accordance with costs, if any, as demonstrated and documented pursuant to Section 4.17 by the Artist to result directly from such suspension.

4.7 PUBLICITY AND NEWS RELEASES

The Artist shall not during the performance of this Agreement disseminate publicity or news releases regarding this project or the Services without prior written approval of the Director.

4.8 CODE COMPLIANCE

All work shall be done in compliance with Florida Building Code. The approval of the structural acceptability of the artwork shall be determined in consultation with the governing Authorities Having Jurisdiction (AHJ) – City of Miami Gardens Building Department officials to assure compatibility with all applicable statutes and regulations.

4.9 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

In connection with the execution of this Agreement, the Artist shall not discriminate against employees or applicants for employment because of race, religion, color, age, sex, ancestry, marital status, physical handicap, place of birth, sexual orientation, or national origin. The Artist shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, ancestry, marital status, physical handicap, place of birth, sexual orientation, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; and selection for training, including apprenticeship.

4.10 ON SITE SUPERVISION

The Artist will be personally involved in all phases of the Work's development, fabrication and installation. The Artist shall be on site periodically during the time that the Work is being installed as required to ensure that the Work is being installed in accordance with the Artist's Design Intent.

4.11 FINAL ACCEPTANCE

When the Artist's Services have been completed, the Artist shall so advise the Director in writing. Within thirty (30) days of receipt of such notice the Director shall give the Artist notice in writing of any services that have yet to be satisfactorily completed ("Punch List".) Upon completion of such Punch List services, the Artist shall notify the Director, and within thirty (30) days of receipt of such notice, the Director shall give the Artist written notice of final acceptance or notice of the specified unfinished Punch List services. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the City under any other section of this Agreement.

4.12 RISK OF LOSS

The Artist shall bear the full risk of loss of or damage to the Work until the Services have been completed and the Work installed and accepted by the Director. The Artist shall take such measures and precautions as are necessary to protect the Work from loss or damage.

4.13 INSURANCE

Prior to commencement of Phase II – Fabrication and Installation services, the Artist shall furnish or cause its Contractor to furnish to the City of Miami Gardens, c/o Department of Capital Improvement Projects, 1515 NW 167th Street, #200, Miami Gardens, Florida 33169, Certificate(s) of Insurance which indicate that

insurance coverage has been obtained which meets the requirements as outlined below:

- A) Worker's Compensation Insurance for all employees as required by Florida Statute 440.
- B) Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. City of Miami Gardens must be shown as an additional insured with respect to this coverage.
- C) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D) Owner's Protective Liability Insurance-issued in the name of City of Miami Gardens as sole insured, in an amount as indicated in (B) above. This policy must be endorsed to indicate that any premium whether deposit or final, shall be the sole obligation of the Artist and/or its Contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without (30) days written advance notice to the Certificate Holder.

4.14 INDEMNITY

Except as specified in subparagraph 4.21(d) below, the terms of which shall govern and control, the Artist shall defend, indemnify and hold the City and its

officers, employees, agents and instrumentalities from any and all liability, losses and damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits or causes of actions or proceedings of any kind of nature arising out of, relating to or resulting from Artist's performance of this Agreement, the negligent performance or willful misconduct of the Artist, made or its employees, agents, servants, partners, principals or subcontractors. The Artist shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Artist expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the Artist 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.

4.15 LISTING OF FIRST-TIER SUBCONTRACTORS & MATERIAL SUPPLIERS

Prior to ordering any material supplies or commencing fabrication of the Work, the Artist shall provide the Director a listing of all contractors the Artist intends to hire for purposes of completing the Services of this Agreement and any material supplier sources the Artist intends to utilize for major components of the Work. "Major Components" shall mean single source material purchases that represent twenty percent (20%) or more of the total estimated construction material costs for the Work as identified in the Artist's Statement of Probable Construction Cost. The Artist shall identify the type of work each first-tier subcontractor is to perform and the estimated value thereof. Upon submittal of the list by the Artist and approval by the Director, the Artist shall not thereafter make any change to the approved list without prior written approval by the Director.

4.16 CHANGES/ADDITIONAL SERVICES

The Artist and the City may, from time to time, agree on changes in the nature of or in the time of Services. Such agreement shall be in writing and signed by both parties. The Director can act without further approval by the City if the cost and risk to the City are not affected. The Director shall act without approval of the City to modify the Compensation Schedule provided that the total payments on the project do not exceed the stipulated amount under Section 2.1 and the Director receives a signed acceptance from the Artist of the modified Payment Schedule. Any Services requested of the Artist by the City outside those outlined in the terms of this Agreement, or changes requested by the City to the Work or the timetable for completion which materially expands the scope of work are considered Additional Services. The City and Artist agree to mutually assess any Additional Services and equitably adjust the amount of compensation accordingly. The City retains the right for equitable credit, to be consistent with the terms and conditions as described herein, for changes in the Work which result in a reduction of the scope of work as outlined in this Agreement.

4.17 CLAIMS FOR ADDITIONAL COMPENSATION

- 4.17.A) No claims for additional compensation, time extension or for any other relief under the Agreement shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Agreement.
- 4.17.B) Each and every claim shall be made in writing and delivered to the Director as soon as reasonably practicable after the event, occurrence or non-occurrence which gives rise to such claim, however, in no event later than 10 days after the event or occurrence. Verbal, telephone or facsimile notice shall be given in those instances where delay in presenting the claim would result in the conditions causing the claim to change, thereby requiring an immediate need to examine the job site or other conditions to ascertain the nature of the claim before the condition(s) disappear or become unobservable. Any such oral or facsimile notice shall be followed, at the earliest practicable time, but in no event more than 10 days after the event causing the claim, by written confirmation of the claim information.
- 4.17.C) Each and every claim shall state:
- 4.17.C.1. The date of the event or occurrence giving rise to the claim. In the case of a claim arising from a claimed nonperformance, the date when it is claimed that performance should have occurred shall be stated.
- 4.17.C.2. The exact nature of the claim, including sufficient detail to identify the basis for the claim, including by way of example only, such detail as job site location, affected trades, contract clauses relied upon, schedule references, correspondence or any other details reasonably necessary to state the claim.
- 4.17.C.3. The claim shall clearly state whether additional monies are part of the claim. If known, the dollar value associated with the claim shall be stated. If unknown, the notice shall indicate the types of expenses, costs or other monetary items that are reasonably expected to be part of the claim amount.

- 4.17.C.4. The claimed items of additional compensation shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.
- 4.17.C.5. Any claim for additional monies that also involves a request for an Agreement time extension shall be submitted together with the amount of time being requested and the supporting data including applicable scheduling references supporting the claim.
- 4.17.C.6. No reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of this Agreement. Failure of the Artist to make a specific reservation of rights regarding any such disputed amounts within the Request for Partial Payment or the Request for Final Payment shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim,
- 4.17.D) The currently approved schedule(s) for the Work shall be the basis for interpreting any and all time-associated provisions of the Agreement including proposed time extensions. Proposed time extensions must include a time impact analysis (TIA), clearly showing the impact on the current schedule, and conclusively proving the validity of the proposed extension.
- 4.17.E) Director and or his designee shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within 60 days after a claim has been received, the claim shall either be recognized or if the claim is not recognized within 60 days it shall be deemed denied. If the claim is recognized, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent amendment and or addendum to this Agreement to be approved by the City. If the parties fail to reach an agreement on a recognized claim, the City shall pay to the Artist the amount of money it deems reasonable to compensate the Artist for the recognized claim.
- 4.17.F) The Artist shall not cease work on account of any denied claim or any recognized claim upon which an agreement cannot be reached.

- 4.17.G) With regard to any and all claims for additional compensation resulting from delays to the Work, the Artist assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation for indirect costs.
- (1) Home office expenses or any direct costs incurred
 - (2) Loss of anticipated profits on this or any other project
 - (3) Loss of bonding capacity or capability
 - (4) Losses due to other projects not bid on
 - (5) Loss of business opportunities.
 - (6) Loss of productivity on this or any other project
 - (7) Loss of interest income on funds not paid
 - (8) Costs to prepare, negotiate or prosecute claims
 - (9) Costs spent to achieve compliance with applicable laws and ordinances

4.18 RIGHT OF DECISION

All Services shall be performed by the Artist at the sole direction of and to the reasonable satisfaction of the Director who shall decide all claims, questions or disputes concerning the prosecution and fulfillment of the Services hereunder, and the character, quality, amount and value thereof, and the Director's decisions thereon shall be conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. All decisions of the Director shall be written and transmitted, pursuant to Section 4.19 to the Artist. In the event that the Artist does not concur in the judgments of the Director, the Artist shall present his written objections to the City Manager within thirty (30) days from the date of the Artist's receipt of such written decision. The Director and the Artist shall abide by the decision of the City Manager.

4.19 NOTICES

All communications relating to the day-to-day activities shall be exchanged between the Artist, or his authorized representative, and the Director or authorized representative of the City. Such authorized representatives shall be designated in writing promptly upon commencement of the Services. Any notices, reports, or other written communications from the Artist to the City shall be considered delivered when posted or delivered in person to the Director. Any notices, reports, or other communications from the City to the Artist shall be considered delivered when posted to the Artist at the last address left on file with the City, or delivered in person to said Artist or his authorized representative. Until changed by notice in writing, all such notices and communications shall be addressed as follows:

To the City:
Danny Crew, City Manager

To the Artist:
Carlos Pereira

1515 N.W. 167th Street, Bldg 5, Suite 200
Miami Gardens, Florida 33169

4211 Roosevelt Street
Hollywood, FL 33021

With a copy to :

Sonja K. Dickens, City Attorney
1515 N.W. 167th Street, Bldg 5, Suite 200
Miami Gardens, Florida 33169

4.20 SURVIVING COVENANTS

The covenants and obligations set forth in this Article IV, Section 4.20 shall survive the completion of installation of the Work and shall continue for a period ending on the twentieth anniversary of the Artist's death.

- 4.20.A) Maintenance of the Work. The City recognizes that although normal maintenance of the Work will involve simple and relatively inexpensive procedures, such maintenance on a regular basis is essential to the integrity and authenticity of the Work. The City shall assure such regular maintenance according to the written specifications of the Artist, and shall protect and maintain the Work against the ravages of time, vandalism and the elements, and to the extent practicable shall make all significant repairs and restorations of the Work in accordance with Section 4.20(E) below.
- 4.20.B) Notice. The City shall at its expense prepare and install at the Site, pursuant to the written instructions and subsequent approval of the Artist, a tasteful public notice including the Artists' name, and shall maintain such notice in good repair against the ravages of time, vandalism and the elements.
- 4.20.C) Permanent Record. Issuance of Final Payment for the Work shall indicate to the Artist the official acceptance and adoption of provisions of this Article IV.
- 4.20.D) Alteration of the Site or of the Work. It is an inherent nature of any site to be vulnerable to physical alterations of varying degrees that may arise out of a functional need consistent with its intended design and usage and/or the operational requirements of the Site. Respectively, the integrity and authenticity of the Work may become compromised by an alteration of the Site if the Work is an integral component of the Site. It is with the express understanding above that the Artist hereby agrees to waive all rights to monetary compensation for any acts arising out of operational requirements which may cause alterations to the Site and/or the Work.

The City shall notify the Artist of any proposed alteration of the Work or of the Site that would affect the intended character and appearance of the Work, and shall consult with the Artist in the planning of any such alteration. If any such alteration of the Site or of the Work is made without the express written approval of the Artist, the Artist may elect, upon a minimum forty-eight (48) hours written notice to the Director, to enter upon the Site and at the expense of the City remove or obliterate the public notice referred to in Section 4.20(B) above, as well as any signature or other emblem identifying the Artist with the Work, and may take such other action as he/she may choose in order to disavow the Work.

- 4.20.E) Repairs & Restorations of the Work. The City shall have the right to determine when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the Artist shall have the right to approve all repairs and restorations of a significant nature. If the Artist fails or refuses to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, the Artist shall be given the opportunity to make or personally supervise significant repairs and restorations and the Artist may, at the discretion of the City, be paid a reasonable fee for any such service, provided that both parties prior to the execution of such services mutually agree upon the fee in writing.
- 4.20.F) Changes of Address. The Artist shall notify the City of changes of address and telephone/fax numbers, and his/her failure to do so, if such failure prevents the City from locating him/her, shall be deemed a waiver by the Artist of his/her rights to enforce those provisions of this Agreement that require the express approval of the Artist.
- 4.20.G) Copyright Transfer. The Artist shall notify the City of a transfer in the ownership of the copyright and provide name, title, current address and telephone/fax numbers to the City in such event. Any transfer of copyright must carry with it the requirement for the City's right to appropriate use of all material data and documentation for public exhibition, publication, and or recordkeeping purposes of the City.

4.21 MISCELLANEOUS CONDITIONS

- 4.21.A) Project Coordination. The Artist and/or his subcontractor(s) will conduct their operations in coordination with the Construction Project Team so as to minimize any impact on the progress of other

work by others. The Artist and/or his subcontractor(s) may be required from time to time to attend site coordination meetings and provide the Director upon request updated schedules for the Work.

- 4.21.B) Notice of Potential Project Delays and or Claims for Additional Compensation. The Artist shall notify the Director in writing of any potential claims for construction delays and/or for additional compensation which may arise within the scope of this Agreement pursuant to the conditions set forth in Section 4.17. Failure to do so shall constitute a waiver of the claim.
- 4.21.C) Site Inspections/Site Conditions/Staging Requirements. Prior to mobilization, the Artist and/or his subcontractor(s) shall visit and inspect the Site. Subsequent to such inspection and throughout the course of the Work the Artist shall notify the Director of any storage, access, power, water and other requirements for proper installation of the Work that are not to be provided by the Artist. The Artist shall notify the Director in writing of any adverse Site conditions that may impede or otherwise impact the smooth and normal progress of the Work and which require resolution before proceeding with any portion of the Work. The Artist shall provide such notice within a reasonable amount of time so as to allow the Director to properly coordinate with the field and not create any delays to the construction schedule.
- 4.21.D) Job Safety. The Artist and/or his subcontractor(s) are responsible for compliance with OSHA and/or other Federal, State, County or City safety requirements and shall ensure said compliance is maintained throughout the duration of the Work.
- 4.21.E) Restricted "Off" Work Hours. Where applicable, the Artist and/or his subcontractor(s) shall observe and comply with any Restricted "Off" Work Hours requirements. Artist shall submit to the Director in writing any request(s) to perform work other than during "normal work hours" and said request shall be subject to approval by the Construction Management Team.

4.22 GENERAL PROVISIONS

- 4.22 (A) Governing Law and Legal Fees. This Agreement shall be governed by and interpreted under the laws of Florida, and venue for all actions in a court of competent jurisdiction shall lie in Dade County, Florida.

- 4.22 (B) Compliance with Laws. CONSULTANT in the conduct of its activities under this Agreement, shall comply in all material respects with all applicable federal, state, and local laws and regulations.
- 4.22(C) Severability Clause. In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- 4.22(D) Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions or provisions of this Agreement, shall not be construed to be a waiver of any other covenant, condition or provision of this Agreement.
- 4.22(E) Assignability. This Agreement is not assignable by the parties.
- 4.22(F) Attorneys' Fees. Should any dispute arise hereunder, the prevailing party shall be entitled to recover against the non-prevailing party all costs, expenses and attorneys' fees incurred by the prevailing party 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.
- 4.22 (G) Amendments/Statements. 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.
- 4.22(H) Joint Effort. 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.
- 4.22(I) Exhibits. 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.

4.22(J) Execution of Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed, will be deemed an original, but all such counterparts will constitute one and the same Agreement. Any signature delivered by a party by facsimile transmission or by electronic mail will be deemed to be an original signature.

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____, 2011.

ATTEST:
RONETTA TAYLOR, CMC

CITY OF MIAMI GARDENS, FLORIDA

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

ATTEST:

BY: _____
ARTIST

WITNESS

Heart Studio



Carlos Augusto Pereira

September 18, 2011

City of Miami Gardens
Art in Public Places
Miami Carol City Park Recreation Building

WARRANTY PROPOSAL

Limited Three Year Painting Warranty

Subject to the limitations set forth below, for a period of 36 months from the date of completion of the work described on the contract, Carlos Augusto Pereira (“Contractor”) will repair any fading, peeling, blistering or chipping paint resulting from defective workmanship.

For this warranty to be valid, the customer must:

- Pay the full contract price.
- Retain a copy of the original contract.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

This limited Warranty does not cover:

- Any work which was not performed by the contractor.
- Any problems resulting from structural defects like setting or movement, moisture content of the substrate, abnormal use or misuse and cracks in the wall.
- Peeling of layers of paint existing prior to the work performed by the Contractor.
- Abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
- Damage or defects caused in whole or in part by reason of fire, explosion, flood, Acts of Nature, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar cause beyond the control of the Contractor and the quality of his work.

Repairs under this limited Warranty will be performed only on the specific areas where the damage has occurred and only to the level of surface where the Contractors work started.

P.O. Box 222351 • Hollywood • FL • 33022

954•895•0036

www.heartstudio.com



City of Miami Gardens Agenda Cover Memo

Council Meeting Date: <i>(Enter X in box)</i>	October 12, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	Community Development Block Grant (CDBG) Fund		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A			
		X					
Sponsor Name	Councilman Oliver Gilbert, III		Department:	Mayor and Council			

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 MEMORANDUM OF UNDERSTANDING WITH THE INTERNAL REVENUE SERVICE REGARDING THE HOSTING OF A FREE TAX PREPARATION SITE AT THE BETTY T. FERGUSON RECREATIONAL CENTER; AGREEING TO WORK WITH THE IRS TO RECRUIT VOLUNTARY TAX PREPARERS AND AUTHORIZING THE PROMOTION OF THE EARNED INCOME TAX CREDIT PROGRAM CITY-WIDE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

Since its incorporation in 2003, the City's leadership has sought to continually enhance the services available to its residents. Moreover, in 2006 a huge need among a large segment of the City's

**ITEM K-3) CONSENT AGENDA
RESOLUTION
MOU w/ Internal Revenue Service**

population was identified. The need for financial literacy and asset building and management was very pronounced, especially as the City carried out activities using its Community Development Block Grant Funds. It was also clear that a concerted mechanism to assist residents with this financial literacy and asset building was absent.

In 2008, approximately 35,813 residents residing in zip codes 33054, 33055, 33056, and 33169 filed for EITC, an increase of 3,483 from the previous year. The total sum of EITC received was \$81,621,190. Nationally, the IRS estimates that only 75 to 85 percent of those eligible for EITC file for it. Using these figures as a guideline, it is estimated that the unclaimed EITC for Miami Gardens residents are between 12 to 20 Million dollars. (Brookings Institution) And while the Internal Revenue Service (IRS) has offered a Volunteer Income Tax Assistance (VITA) site for several years at St. Thomas University, the data suggests that a more concerted effort would yield greater penetration of filed EITC.

Current Situation

The IRS has sought to increase their involvement in local communities to increase individual tax payer benefits. Through the Stakeholder Partnership, Education and Communication program (SPEC), the City of Miami Gardens can formally partner with the IRS to increase participation in the number of residents that are eligible for the earned income tax credit.

The SPEC program proposes a three-prong approach which includes: Awareness & Education; Asset Building; and Tax Preparation. This approach will emphasize greater coordination of existing services, leveraging community resources; and community collaboration & outreach to assist Miami Gardens' residents. Through this partnership, the City will benefit by bringing in dollars and other resources into the community, provide volunteers valuable personal skills and financial insights; and satisfy community outreach goals or requirements. This program will also provide Miami Gardens' residents the ability to accumulate assets and move into self-sufficiency.

The proposed resolution will authorize the City Manager to execute the attached Memorandum of Understanding with the IRS. In addition, it will authorize the dedication of the needed City resources to host a free tax preparation site at the Betty T. Ferguson Recreational Complex, and to work with the IRS-SPEC program to recruit volunteer tax preparers, and promote the earned income tax credit program city-wide. The financial impact to the City is not expected to exceed \$3,000

Proposed Action:

Councilman Gilbert recommends approval of the proposed resolution.

Attachment:

- Memorandum of Understanding with IRS

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 THE
5 CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT
6 CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE
7 INTERNAL REVENUE SERVICE REGARDING THE HOSTING OF A
8 FREE TAX PREPARATION SITE AT THE BETTY T. FERGUSON
9 RECREATIONAL CENTER; AGREEING TO WORK WITH THE IRS TO
10 RECRUIT VOLUNTARY TAX PREPARERS AND AUTHORIZING THE
11 PROMOTION OF THE EARNED INCOME TAX CREDIT PROGRAM
12 CITY-WIDE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK;
13 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
14 PROVIDING FOR AN EFFECTIVE DATE.
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16 WHEREAS, according to data obtained from the Florida International University
17 Metropolitan Center, there is approximately Thirty Million Dollars (\$30,000,00.00) in
18 unclaimed earned income tax credits in zip codes that comprise the City of Miami
19 Gardens, and

20 WHEREAS, the Internal Revenue Service (“IRS”) seeks to increase its
21 involvement in local communities and awareness of the eligibility for tax credits, and

22 WHEREAS, the IRS operates a Stakeholder Partnership Education and
23 Communication (“SPEC”) Program, and

24 WHEREAS, the Program provides for awareness and education, asset building
25 and tax preparation, and

26 WHEREAS, the IRS has requested that the City of Miami Gardens collaborate
27 with it in order to assist residents in the City of Miami Gardens with applying for tax
28 credits, and

29 WHEREAS, IRS has requested that the City agree to allow it to utilize the Betty
30 T. Ferguson Recreational Complex as a free tax preparation site, and has also
31 requested that the City assist it with recruiting voluntary tax preparers, and agree to
32 promote the tax income credit program City-wide,

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 to execute and attest respectively, that certain
40 Memorandum of Understanding with the Internal Revenue Service regarding the hosting
41 of a free tax preparation site at the Betty T. Ferguson Recreational Center. The City
42 Council further agrees that the City will work with the Internal Revenue Service to recruit
43 voluntary tax preparers; and further authorizes the promotion of the earned income tax
44 credit program city-wide.

45 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
46 authorized to obtain two (2) fully executed copies of the subject Agreement with one (1)
47 to be maintained by the City, and one (1) to be delivered to the Internal Revenue
48 Service.

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

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

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SHIRLEY GIBSON, MAYOR

60 **ATTEST:**

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64 _____
RONETTA TAYLOR, MMC, CITY CLERK

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

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70 SPONSORED BY: COUNCILMAN GILBERT OLIVER, III

71

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73 Moved by: _____

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75 **VOTE:** _____

76

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

78 Vice Mayor Aaron Campbell, Jr. _____ (Yes) _____ (No)

79 Councilman David Williams Jr. _____ (Yes) _____ (No)

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

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

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

83 Councilman André Williams _____ (Yes) _____ (No)

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Memorandum of Understanding
Between
Internal Revenue Service and
The City of Miami Gardens

This Memorandum of Understanding (MOU) establishes a partnership between the Internal Revenue Service-Stakeholder Partnerships, Education and Communication (IRS-SPEC) and the City of Miami Gardens. This MOU will attempt to clarify each participant's role within IRS-SPEC programs to insure greater and more effective participation.

Mission

Together, the Parties enter into this Memorandum of Understanding to mutually promote the Earned Income Tax Credit understanding and awareness; preparing tax returns free of charge for low-to-moderate income taxpayers; and encouraging personal asset building and self-sufficiency through tax incentives.

Responsibilities

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

Internal Revenue Service: Barbara Acebal, Senior Tax Consultant

Partner:

The parties agree to the following Action Plan and recommended timeframe to be carried out by the appointees or their delegates:

IRS-SPEC responsibilities:

June through September, IRS-SPEC will:

- Provide a Relationship Manager (RM) to assist with issues involving IRS policy, procedures and outreach activities.
- Provide Form 13325, Statement of Assurance Concerning Civil Rights Compliance for SPEC Partnerships and Form 13533, Sponsor Agreement.
- Refer potential volunteers that show an interest in volunteering at the Partner's sites.
- As needed, assist in the registration of each VITA site in the e-file program by helping the partner prepare Form 8633, "Application to Participate in the IRS e-file Program."

October through December:

- Provide training materials.

Page 101 of 116

- Conduct Site Coordinator training (face to face or conference call) .
- Assist in the preparation of a marketing plan for the VITA sites.
- Complete a SPEC training Support Assessment (Form 13826) prior to training and assist in the training of volunteers as needed.
- Provide tax preparation software (desktop or online) for the VITA sites for Tax Season 2011 at no cost to the partner,
- Provide the forms needed to operate the VITA sites, including the IRS Intake/Interview and Quality Review Sheet

January through May:

- Publicize through IRS channels, the days and hours when the VITA sites are open
- Assist partner with training on e-file transmission, record keeping and resolution of e-file rejects
- Perform site visitation(s) to ensure compliance with tax law, electronic filing procedures, and quality review procedures of this program.
- Provide the close-out procedures for each site, including requirements for backup of data, data retention and storage of F 8879s and related documents.

Throughout the year:

- Participate in financial education and asset building outreach activities whenever possible.

Partner Responsibilities:

June through September:

- Recruit volunteers for the VITA Program to staff each site with an adequate number of certified volunteers.
- Identify outreach and publicity partners
- Provide the SPEC contact with a project of numbers of volunteers and training method to be used so that the appropriate training material can be ordered.
- Develop a marketing plan for advertising the VITA site.

October through December:

- Provide space, equipment, volunteers and administrative support to operate the free tax preparation program.
- Sign a copy of Form 13325, Statement of Assurance Concerning Civil Rights Compliance for SPEC Partnerships, and Form 13533, Sponsor Agreement, before software orders are placed.
- Designate a site coordinator responsible for overall management for each tax preparation site and require attendance at the IRS Site Coordinator Training
- Conduct volunteer training utilizing computers and IRS provided training material
- Establish the official Kick-Off event date and submit to IRS-SPEC pertinent activities for this day

January through May:

- Adhere to the Quality Site Requirements as established by the IRS.
- Establish the days and hours of operation for the VITA site by January 1; notify the IRS SPEC contact of changes immediately or as they are implemented.
- Provide a listing of certified volunteers to the IRS by February 1, 2010 and up date monthly as needed
- Allow IRS access to the tax preparation site during hours of operation to conduct site and return reviews.
- Provide passwords to the IRS for the online and desktop software.
- Follow the privacy and confidentiality guidelines as discussed in IRS Publication 4299, *Privacy and Confidentiality – A Public Trust*.
- E-file no less than 100 accepted returns per EFIN.
- Follow the close out procedures provided by IRS for each site.

This MOU is entered into on this, the _____ day of _____, 2011.

Partner:

Signature	Title
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Internal Revenue Service:

Ron Albert, Territory Manager
SPEC - Plantation Territory

Rev Oct. 2011



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	October 12, 2011		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	x			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					x		
Funding Source:	<i>(Enter Fund & Dept)</i> Ex: General Fund- Police		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						x	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>			
		x					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		x					
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	n/a			
Sponsor Name	Ronetta Taylor,MMC, City Clerk		Department:	Office of the City Clerk			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CANCELING THE NOVEMBER 23, 2011 AND DECEMBER 28, 2011, CITY COUNCIL MEETINGS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

The second City Council meeting in November falls the day before Thanksgiving. The second City Council meeting in December falls the day after the Christmas Holiday. Traditionally, City Council has cancelled these meeting to allow its members, staff and residents to travel during this period. If something critical should arise, it is always possible to call a special Council meeting.

**ITEM K-4) CONSENT AGENDA
RESOLUTION
Canceling Council Meetings**

Proposed Action:

RECOMMENDATION: That City Council approve the resolution canceling the November 23, 2011 and December 28, 2011 City Council Meetings.

Attachment:

SHIRLEY GIBSON, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

Reviewed by SONJA K. DICKENS, City Attorney

SPONSORED BY: RONETTA TAYLOR, City Clerk

MOVED BY:
SECONDED BY:

VOTE:
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

Council Meeting Date: <i>(Enter X in box)</i>	October 12, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance		Other	
				X				
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading		
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X			
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No		
							X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A				
		X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A				
		X						
Sponsor Name	Councilwoman Lisa Davis		Department:	Office of the Mayor and City Council				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, URGING INSURANCE COMPANIES TO PROVIDE LOWER PREMIUMS TO RESIDENTS OF JURISDICTIONS THAT HAVE IMPLEMENTED AUTOMATED RED LIGHT CAMERA SAFETY TECHNOLOGY PROGRAMS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens has utilized red light camera safety technology since 2007 to reduce the number of vehicular collisions, fatalities and injuries caused by red traffic light violations. In 2010, the Florida Legislature expressly granted local governments the authority to utilize red light camera safety technology through the enactment of the "Mark Wandall Traffic Safety Act".

**ITEM K-5) CONSENT AGENDA
RESOLUTION
Urging Lower Insurance Premiums**

A 2009 study conducted by the Insurance Institute for Highway Safety (“2009 Study”) determined that 676 people were killed and 113,000 people were injured in crashes related to red light running; and intersection crashes account for more than 45% of all reported crashes and 21% of fatalities. The 2009 study also concluded that 62 Floridians lost their lives in crashes related to red light running, making Florida the third most deadliest state in the nation. The 2009 study also ranked Florida as the deadliest state in the nation for pedestrians and bicyclists.

A 2011 study conducted by the Insurance Institute for Highway Safety (“2011 Study”) concluded that automated red light safety technology saved 159 lives from 2004 to 2008 in 14 of the largest metropolitan areas in the nation. The number of jurisdictions embracing automated red light camera safety technology has ballooned from just 25 in 2000 to approximately 500 today. According to the Federal Highway Administration, the financial cost of red light running to the public has been estimated to be in excess of Fourteen Billion Dollars.

Based upon the studies conducted by the Insurance Institute for Highway Safety and other statistical data, Councilwoman Lisa Davis recommends that the City Council adopt the attached Resolution urging insurance providers within the State of Florida to offer reduced rates to the residents of Miami Gardens, and the residents of other jurisdictions, which utilize automated red light camera safety technology.

Proposed Action:

That the City Council approves the attached Resolution.

Attachment:

None.

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, URGING INSURANCE COMPANIES TO
5 PROVIDE LOWER PREMIUMS TO RESIDENTS OF JURISDICTIONS
6 THAT HAVE IMPLEMENTED AUTOMATED RED LIGHT CAMERA
7 SAFETY TECHNOLOGY PROGRAMS; PROVIDING FOR
8 INSTRUCTIONS TO THE CLERK; PROVIDING FOR THE ADOPTION
9 OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

10
11 WHEREAS, like many other municipalities and counties throughout the State of
12 Florida, the City of Miami Gardens believes that automated red light camera safety
13 technology is an effective tool for creating safer roads and reducing the number of
14 vehicular collisions, fatalities and injuries, thereby lowering the number of insurance
15 claims, and

16 WHEREAS, a 2009 study conducted by the Insurance Institute for Highway
17 Safety ("2009 Study") determined that 676 people were killed and 113,000 people were
18 injured in crashes related to red light running, and

19 WHEREAS, intersection crashes account for more than 45% of all reported
20 crashes and 21% of fatalities, and

21 WHEREAS, the 2009 study also concluded that 62 Floridians lost their lives in
22 crashes related to red light running, making Florida the third most deadliest state in the
23 nation, and

24 WHEREAS, the 2009 study also ranked Florida as the deadliest state in the
25 nation for pedestrians and bicyclists, and

26 WHEREAS, a 2011 study conducted by the Insurance Institute for Highway
27 Safety ("2011 Study") concluded that automated red light safety technology saved 159
28 lives from 2004 to 2008 in 14 of the largest metropolitan areas in the nation, and

29 WHEREAS, the number of jurisdictions embracing automated red light camera
30 safety technology has ballooned from just 25 in 2000 to approximately 500 today, and

31 WHEREAS, according to the Federal Highway Administration, the financial cost
32 of red light running to the public has been estimated to be in excess of Fourteen Billion
33 Dollars, and

34 WHEREAS, as expressly authorized by the Florida Legislature's enactment of
35 the Mark Wandall Traffic Safety Act in 2010, numerous jurisdictions throughout the
36 State of Florida have implemented automated red light camera safety technology
37 programs, and

38 WHEREAS, based on the studies conducted by the Insurance Institute for
39 Highway Safety and other statistical data, Councilwoman Lisa Davis recommends that
40 the City Council adopts this Resolution urging insurance providers within the State of
41 Florida to offer a reduced rate to consumers residing in jurisdictions that utilize
42 automated red light safety technology, and

43 WHEREAS, these jurisdictions should be rewarded for their efforts to make their
44 streets safer, to save lives, and to reduce the costs, damages and injuries attributed to
45 red light running,

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

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

51 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
52 hereby urges insurance companies to provide lower premiums to residents of the City of
53 Miami Gardens, as well as other jurisdictions that have implemented automated red
54 light camera safety technology programs.

55 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
56 directed to distribute this Resolution to Governor Rick Scott, the Florida Office of
57 Insurance Regulation, the Florida League of Cities, the Miami-Dade County League of
58 Cities, insurance providers throughout the State of Florida, and municipalities and
59 counties implementing or contemplating the implementation of an automated red light
60 camera safety technology program.

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

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

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SHIRLEY GIBSON, MAYOR

72 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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82 SPONSORED BY: COUNCILWOMAN LISA DAVIS

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Moved by: _____

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VOTE: _____

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

92	Councilman Oliver Gilbert, III	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
93	Councilwoman Felicia Robinson	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
94	Councilman André Williams	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date: <i>(Enter X in box)</i>	October 12, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
						X	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
						x	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Public Works			

Short Title:

N/A

Staff Summary:

The City of Miami Gardens currently participates in the National Flood Insurance Program (NFIP) and the Community Rating System (CRS). Participation in these programs helps protect residents and businesses from flood events and provides discounts to citizens in their flood insurance policies.

One CRS requirement is that the City provides an annual progress report on what it has been doing to mitigate flood losses. This report is therefore presented for Council review.

Recommendation:

It is recommended that the Council review the attached report on yearly flood mitigation activities in the City.

Attachment:

Attachment A - City of Miami Gardens Floodplain Management Plan:
Progress Report and Area Analysis for 2011

**ITEM M-1) MANAGER REPORTS
Floodplain Management Report**

City of Miami Gardens
Public Works Department
Floodplain Management Program
1050 NW 163 Drive
Miami Gardens, Fl. 33169
Drafted by: M. Gambino, CFM
Draft date: August 31, 2011
Telephone 305.622.8039
Email: mgambino@miamigardens-fl.gov

City of Miami Gardens Floodplain Management Plan
Progress Report/Area Analysis for 2011
NFIP Community Number 120345

Miami-Dade County Local Mitigation Strategy (LMS)

The City of Miami Gardens currently uses Miami-Dade County's LMS working group as the basis for its' floodplain management plan. The LMS is a comprehensive group of community stakeholders that have identified the natural and man-made hazards that threaten our community. This group then created mitigation projects that would minimize or eliminate those hazards. Each community in the group has a list of hazard mitigation projects they hope to implement to improve their community. The city has included drainage improvement projects in this multi-hazard plan to reduce flooding, protect life and property, and treat pollution that is inherent in stormwater runoff.

Annual Progress Report for Community Rating System (CRS)

Twice per year, the LMS group updates its list and submits the new lists to the Chairperson. It is expected that some projects may be funded through each community's budgets, while other projects may be funded through grants that are disclosed through the LMS group. The CRS also requires that an annual progress report of the flood mitigation projects, and efforts to investigate repetitive loss properties be submitted for review. This is the subject of this Report.

How Report was Prepared, How to Get a Copy, and How Report is Publicized

This Progress Report was prepared by Mike Gambino, CFM, Floodplain Administrator for the City of Miami Gardens. This Report will be released to the media through the City's Event and Media Coordinator, and will be presented to the City Council in October 2011. This Report will also be submitted to the Chairman of the LMS group for inclusion in the LMS plan, which is made available to the public through the County's web site, www.miamidade.gov/oem/lms.asp and through announcements of its quarterly public meetings. The Report, which includes the area analyses, is also available to the public at the Floodplain Administrator's office at the above address and contact

Miami Gardens Progress Report/Area Analysis for 2011

Page 2

information. The public can obtain the original LMS plan at the above web address, or through the County's Department of Emergency Management, at 305.468.5400.

Repetitive Loss (RL) Area Analysis

When the City of Miami Gardens' entered the CRS, The City had one property listed as a repetitive loss. A repetitive loss is defined by the Federal Emergency Management Agency as a property where two or more flood insurance claims of \$1,000.00 have been made within a ten-year period. Part of effective floodplain management is to investigate these repetitive loss properties, to determine if there are measures the City can take to mitigate flooding in the RL areas.

Numerous attempts were made to contact the one RL property owner in question, without success. The area has been inspected by city staff, and drainage currently exists in this neighborhood. A review of County records and dates of claims reveals the current owner was not the owner of the property when both of the losses occurred, so this owner may not have any pertinent information to share regarding those losses.

In 2010, the repetitive loss list for Miami Gardens increased to 20 properties. No additional properties have been added to the list in 2011. Preliminary data on each property has been collected, and an analysis of these properties was drafted. The City would like to inspect these properties during the rainy season to see if chronic flooding occurs in these areas.

A letter was sent to all RL areas and RL properties disclosing the potential for flooding, making residents aware of funding opportunities, the benefits of flood insurance, and how they can protect themselves from major flooding in the future (copy attached). This list included 268 properties. A list of all RL area homeowners can be provided upon request.

Discussion of Progress in Reaching Capital Improvement Objectives

Funding for these projects is derived from grants and shared costs from the Stormwater Utility fee.

The City was able to complete four drainage improvement projects during 2011. One of these projects will mitigate flooding for a repetitive loss property, 3803 NW 209 Street. Additional drainage has been constructed at the low point in this three-block area, and this is expected to alleviate flooding in the higher areas of this sub-basin. The city therefore respectfully considers this property mitigated, and this will be reflected in the tracking system used for all repetitive loss properties

During this same year the City added three new drainage improvement projects to its list of anticipated projects. The first is on NW 27 Avenue and 207 Street, the second at NW 25 Avenue and 167 Street North, and the third is in a community known as Vista Verde. The second project includes road improvements as well as new drainage.

Progress of 2010 Recommendations

During 2011, the following progress has been made regarding recommendations from the 2010 progress report:

- **Finding additional funding sources:** The City continues to actively seek funding for additional drainage improvement projects.
- **Work with residents with private roads on their drainage issues:** the city was able to complete new roads and drainage in the King's Garden area. This project will mitigate flooding in this private neighborhood. The City is considering expanding this program to additional private developments, based on need and funds.
- **Inspect chronically flooded areas:** The Floodplain Administrator and the Public Works crews continue to document flooded areas, and respond to complaints.

Recommendations for 2012

Future recommendations that will be considered by the Floodplain Administrator and executive management include:

- Finding additional funding sources to complete projects
- Continue investigation of chronically flooded areas throughout the City, to prioritize and implement future drainage improvements.
- Further investigate new RL's if assigned to the City.
- Continue outreach to residents and businesses, and prepare for upcoming changes to the CRS manual.