



## CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

**Meeting Date: October 26, 2011**  
1515 NW 167<sup>th</sup> St., Bldg. 5, Suite 200  
Miami Gardens, Florida 33169  
**Next Regular Meeting Date: November 9, 2011**  
Phone: (305) 622-8000 Fax: (305) 622-8001  
Website: [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov)  
Time: 7:00 p.m.

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

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

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**  
Regular City Council Minutes – September 14, 2011
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
  - F-1) Councilwoman Lisa Davis – Proclamation – Bulling Prevention Month
  - F-2) Mayor Shirley Gibson – Sofia Lacroix, FIU Medical School

F-3) Dr. Danny O. Crew, City Manager – Employee Recognition

**(G) PUBLIC COMMENTS**

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

**H-1) AN ORDINANCE OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CITY’S BUDGET FOR THE 2010-2011 FISCAL YEAR; AUTHORIZING THE CITY MANAGER TO MAKE CERTAIN ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; 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, 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)**

**(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 MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN TURF AND LANDSCAPE MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

- K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH MIAMI-DADE COUNTY FOR ACCEPTANCE OF THE FISCAL YEAR 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF THIRTEEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS (\$13,159.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING VICE MAYOR AARON CAMPBELL, JR.'S APPOINTMENT OF ALICIA MELTON TO THE CITY OF MIAMI GARDENS COMMISSION FOR WOMEN FOR A THREE (3) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR AARON CAMPBELL JR.)**
- K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING VICE MAYOR AARON CAMPBELL, JR.'S APPOINTMENT OF SIMELA EUGENE TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A THREE (3) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR AARON CAMPBELL JR.)**
- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING COUNCILMAN ANDRÉ WILLIAMS' RE-APPOINTMENT OF LATOYA EVANS TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A TWO (2) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ANDRE WILLIAMS)**
- K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, COMMISSIONING THE SERVICES OF PROFESSIONAL ARTIST ROBERT MCKNIGHT IN THE AMOUNT OF ELEVEN THOUSAND (\$11,000.00) TO IMPLEMENT THE PUBLIC ART DESIGN CONCEPT, *CURTAIN***

**CALL, AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; 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)**

**(L) RESOLUTION(S)**

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

M-1) City Manager's Monthly Report

M-2) Miami Gardens Police Department Monthly Report

M-3) City Attorney – Scheduling of Executive Session re: CITT Litigation Matter

**(N) REPORTS OF MAYOR AND COUNCIL MEMBERS**

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

**(P) ADJOURNMENT**

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT./ 2750, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

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

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



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	October 26, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b> X	<b>Other</b>	
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b> X		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b> x	<b>Yes</b>
<b>Funding Source:</b>			<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b> x	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b> X	<b>RFP/RFQ/Bid #:</b>				
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b> X	<b>Strategic Plan Priority Area:</b> Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i> N/A			
<b>Sponsor Name</b>	Danny O. Crew, City Manager		<b>Department:</b> City Manager	<b>City Manager's Office</b>			

**Short Title:**

AN ORDINANCE OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CITY'S BUDGET FOR THE 2010-2011 FISCAL YEAR; AUTHORIZING THE CITY MANAGER TO MAKE CERTAIN ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

Florida Statute 166.241 (3) allows municipality to make amendment to the fiscal year 2010-2011 budget within 60 days of the close of the fiscal year. When staff performed preliminary closing for the books, it is identified a need for a transfer from the General Fund to the Debt Service Fund in the amount of \$3,383 to cover the QNIP debt payment. Also, when the City issued the \$55 million bond for the City Hall construction project, part of the proceeds was set aside for capitalized interest. In order to recognize the debt service payments in FY 2011 a transfer of \$2,127,086 is required to transfer from the Capital Projects Fund to the Debt Service Fund.

**ITEM H-1) ORDINANCE  
FIRST READING  
FY 2010-2011 Budget Amendment**

**Proposed Action:**

Recommend Council approval of the budget ordinance.

**Attachment:**

ORDINANCE NO. 2011-

1  
2  
3 AN ORDINANCE OF THE CITY OF MIAMI GARDENS, FLORIDA,  
4 AMENDING THE CITY'S BUDGET FOR THE 2010-2011 FISCAL YEAR;  
5 AUTHORIZING THE CITY MANAGER TO MAKE CERTAIN  
6 ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO TAKE ALL  
7 ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND  
8 CONDITIONS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE  
9 DATE.  
10

11 WHEREAS, in accordance with Section 4.5 of the City of Miami Gardens  
12 Charter, the City Council adopted a Budget for Fiscal Year 2010-2011, and

13 WHEREAS, it is appropriate to provide for certain transfers, appropriations and  
14 authorizations based upon previous and anticipated expenditures and revenues, and

15 WHEREAS, during the issuance of the Certificate of Participation for the City Hall  
16 Construction, bond proceeds was set aside for capitalized interest which was recognized  
17 in the Capital Projects Fund, requires a transfer to the Debt Service Fund to make such  
18 debt payment in FY 2010-2011, and

19 WHEREAS, the debt service payment for QNIP is \$3,383 higher than originally  
20 budgeted, and

21 WHEREAS, additionally, when the City issued the \$55 Million dollar bond for the  
22 City Hall construction project, part of the proceeds were set aside for capitalized interest  
23 and in order to recognize the debt service payments in Fiscal Year 2011, a transfer of  
24 \$2,127,086.00 from the Capital Projects Fund should be made to the Debt Service Fund,  
25 and

26 WHEREAS, the City Council has determined that it is necessary to amend the  
27 budget to reflect these changes, and

1 WHEREAS, Florida Statute 166.241(3) allows the City to amend the budget within  
2 60 days of the close of the fiscal year to avoid any overspending of budgeted funds,

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

5  
6 SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas  
7 Clauses are hereby ratified and confirmed as being true, and the same are hereby made a  
8 specific part of this Ordinance.

9 SECTION 2. AMENDMENT TO BUDGET: The following amounts are hereby  
10 transferred for the operation and maintenance of the various Funds below, said monies  
11 currently appropriated as part of the adopted annual operating budget for the fiscal year  
12 beginning October 1, 2010, and ending September 30, 2011:

13

14	<u>From</u>		
15	General Fund		
16	01-19-01-519-918-21		\$3,383
17	30-12-01-519-918-21		\$2,127,086
18			
19	<u>To</u>		
20	Debt Service Fund		
21	21-00-00-381-014-01		\$3,383
22	21-00-00-381-025-30		\$2,127,086
23			
24			

25 SECTION 3. INSTRUCTIONS TO THE CITY MANAGER: The City Manager  
26 shall take all actions necessary to implement the terms and conditions of this ordinance.

27 SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith  
28 are hereby repealed.

29 SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase  
30 or portion of this Ordinance is for any reason held invalid or unconstitutional by any court

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

4 SECTION 6. EFFECTIVE DATE: This ordinance shall take effect immediately  
5 upon its passage.

6 PASSED on first reading this 26th day of OCTOBER, 2011.

7  
8 PASSED AND ADOPTED on second reading this \_\_\_\_\_.

9  
10  
11  
12 \_\_\_\_\_  
13 SHIRLEY GIBSON, MAYOR  
14

15 ATTEST:

16  
17  
18 \_\_\_\_\_  
19 RONETTA TAYLOR, MMC, CITY CLERK

20  
21 Reviewed by SONJA K. DICKENS, ESQ.  
22 City Attorney  
23

24 SPONSORED BY: Danny O. Crew, City Manager  
25

26  
27 **VOTE:**

28  
29 Mayor Shirley Gibson \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
30 Vice Mayor Aaron Campbell \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
31 Councilwoman Lisa Davis \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
32 Councilwoman Felicia Robinson \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
33 Councilman Andre Williams \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
34 Councilman Oliver Gilbert, III \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
35 Councilman David Williams Jr. \_\_\_\_\_(Yes) \_\_\_\_\_(No)  
36



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	October 26, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>		<b>X</b>		
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X	<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
						x	
						x	
<b>Funding Source:</b>	NA		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
				x			
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
	X		<b>Enhance Organizational</b> <input checked="" type="checkbox"/> <b>Bus. &amp; Economic Dev</b> <input type="checkbox"/> <b>Public Safety</b> <input type="checkbox"/> <b>Quality of Education</b> <input type="checkbox"/> <b>Qual. of Life &amp; City Image</b> <input type="checkbox"/> <b>Communcation</b> <input type="checkbox"/>				
				<b>Streamline and automate all processes</b>			
<b>Sponsor Name</b>	Danny O Crew, City Manager		<b>Department:</b>	<b>Building and Code Compliance</b>			

**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 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.

**ITEM I-1) ORDINANCE  
SECOND READING/PUBLIC HEARING  
Permit Amnesty Program**

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 \_\_\_\_

1  
2  
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, AMENDING SECTION 28-125 OF  
5 THE CITY'S CODE OF ORDINANCES TO ESTABLISH A PERMIT  
6 AMNESTY PROGRAM; PROVIDING FOR THE ADOPTION OF  
7 REPRESENTATIONS; REPEALING ALL ORDINANCES IN  
8 CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING  
9 FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE  
10 DATE.

11  
12 WHEREAS, the South Florida Building Code was established in 1957 to  
13 establish building construction standards, and

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

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

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

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

25 WHEREAS, City staff recommends that the City Council adopts an  
26 Ordinance to implement an administrative amendment to the Florida Building  
27 Code, to establish a Permit Amnesty Program to allow owners to legalize  
28 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.

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

- i. Means of egress or escape.
- ii. Requirement of shutters.
- iii. Residential single station smoke detectors installed in accordance with NFPA (1999 edition).
- iv. Requirement for ground fault interruptors.
- v. Requirement for full size pressure and temperature relief valve lines on all water heaters.
- vi. Handicapped access requirements.
- vii. All gas piping systems shall be bonded to ground.
- viii. All necessary handrails shall be inspected and replaced in accordance with the requirements of the current edition of the Florida Building Code.
- ix. All habitable rooms shall have a floor area of no less than 70 square feet.
- x. Bathrooms shall meet lighting and ventilation standards as outlined in the current edition of the Florida Building Code, as the same may be amended from time to time.
- xi. All exterior doors shall be intrusion and burglar 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 12<sup>th</sup> DAY OF OCTOBER, 2011.

16 PASSED ON SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_,  
17 2011.

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

21  
22  
23 \_\_\_\_\_  
24 SHIRLEY GIBSON, MAYOR

Added language is underlined. Deleted language is stricken through.

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**ATTEST:**

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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

<b>Council Meeting Date:</b>	October 26, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>	X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
			<i>(Enter X in box)</i>			X	
<b>Funding Source:</b>	<b>Transportation/ Stormwater Funds</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
							X
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i> 2. Improve City infrastructure 2.5 Increase Citywide tree canopy			
	X						
<b>Sponsor Name</b>	<b>Danny O. Crew, City Manager</b>		<b>Department:</b>	<b>Public Works</b>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN TURF AND LANDSCAPE MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

**Background:**

In December 2006, the City Council authorized staff to enter into agreement with Florida Department of Transportation (FDOT) to provide landscaping maintenance services on NW 27 Avenue, NW 183 Street, and NW 2 Avenue (441).

A contract renewal is necessary in order for Miami Gardens Public Works Department to maintain the areas that were planted along NW 183 Street, NW 27 Avenue, and south end of NW 2 Avenue.

**ITEM K-1) CONSENT AGENDA  
RESOLUTION  
Agreement w/ FDOT**

FDOT has paid the City \$31, 356.96 to date to maintain these areas. This figure is equal to the amount FDOT would compensate a private contractor to maintain its landscaped medians, which usually consists of bahia grass and a few trees.

## **Current Situation:**

The agreement before Council for consideration has changed from the original 2006 agreement in the following ways:

- The amount to be paid to the City will be \$31, 357.68 per year. (Again this is what FDOT would normally pay a contractor to maintain their medians since they only use bahia grass and a few trees and no irrigation systems.)
- Added Maintenance Responsibilities :
  - City must dispose of Litter
  - City must have a traffic control plan when working in the medians
  - City must pruning per FDOT standards to include visual and other safety hazards
  - City must maintain the existing paver bricks.
- If the city decides to use a contractor to maintain any medians, we must utilize the United States Department of Homeland Security E-Verify System and also verify their employees.
- Added minimum frequency of 12 times to maintain the medians.
- When invoicing, the City shall provide quantifiable, measurable, and verifiable units of deliverables (small machine mowers, litter removal, edging and sweeping and landscaping maintenance) to also include details for auditing.
- Records to be maintained for five (5) years after final payment.

Staff has no issues with the changes and additions. The Public Works Department currently maintains the medians in an immaculate condition that supersedes FDOT's minimum requirements. City landscaping staff includes two arborists, who hold the certifications to inspect, apply herbicide and pesticide, prune, identify plant and tree diseases and plant eating insects, etc.

## **Proposed Action:**

It is recommended that City Council approve the attached resolution authorizing the execution of the Turf and Landscaping Maintenance Joint Participation Agreement with Florida Department of Transportation that calls for an annual payment to the City in the amount of \$31, 357.68.

## **Attachment:**

Attachment A: 2006-2007 FDOT Original Contract with Resolution

Attachment B: 2011-2012 Maintenance Agreement (Contract #AQG59, Financial Number 409057-2-78-01)

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

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN TURF AND LANDSCAPE MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since 2006, the City has been operating in accordance with a Maintenance Agreement with the Florida Department of Transportation for landscaping upgrades to US 441, N.W. 27<sup>th</sup> Avenue and N.W. 183<sup>rd</sup> Street, and

WHEREAS, the original Agreement between the parties has expired, and

WHEREAS, the City Manager is recommending that the City enter into a new agreement for this purpose with the Florida Department of Transportation, and

WHEREAS, the Florida Department of Transportation has agreed to pay the sum of Thirty-One Thousand Three Hundred Fifty-Seven Dollars and Sixty-Eight Cents (\$31,357.68) per year to the City for maintenance of the landscaping, and

WHEREAS, City Manager is recommending that the City Council approve the Agreement for maintenance of landscaping for US 441, N.W. 27<sup>th</sup> Avenue and N.W. 183<sup>rd</sup> Street,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the Mayor and the City Clerk to execute and attest respectively, that

31 certain Turf and Landscape Maintenance Agreement with the Florida Department of  
32 Transportation, attached hereto as Exhibit "A".

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

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

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

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**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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

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

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

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

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

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

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

68	Councilman Oliver Gilbert, III	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
69	Councilwoman Felicia Robinson	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
70	Councilman André Williams	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

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*Florida Department of Transportation*

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE KOPELOUSOS  
INTERIM SECRETARY

24, January 2007

City of Miami Gardens  
1515 NW 167<sup>th</sup> Street, Suite 200  
Miami Gardens, Florida 33169  
Atten.: Dr. Danny O. Crew, City Manager

**RE: NOTICE TO PROCEED  
Turf and Landscape Agreement  
Contract No. BDF-36  
Financial No. 409057-1-72-01**

Dear Mr. Crew

The Department and the City of Miami Gardens have executed the Turf and Landscape Agreement noted above.

This is the formal authorization to begin work. The contract shall begin on the 1<sup>st</sup> of February 2007 and end on the 31<sup>st</sup> of January 2008

Attached is an original executed Contract for your records. Should you have any questions please contact Mr. John Vecchio, the Project Manager at (305) 470-5719

Sincerely

  
Ronald S. Steiner, P.E.  
District Maintenance Engineer

Cc:, Jesus Valderrama, Sarah Perez, Nancy Lyons

-FLORIDA DEPARTMENT OF TRANSPORTATION  
LANDSCAPE MAINTENANCE  
MEMORANDUM OF AGREEMENT  
WITH  
CITY OF MIAMI GARDENS

This AGREEMENT, entered into this 11th day of December, 2006, by and between the STATE OF FLORIDA, Department of Transportation, a component agency of the State of Florida, hereinafter called the DEPARTMENT and CITY OF MIAMI GARDENS, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, herein after called the CITY.

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT for the purpose of safety has created roadside areas and median strips on that part of the State Highway System described by Attachment "A", which by reference hereto shall become a part hereof, within the corporate limits of the CITY and

WHEREAS, the CITY hereto is of the opinion that said median strips and roadside areas shall be attractively landscaped with various flora; and

WHEREAS, the parties hereto mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the CITY by Resolution No.2006-129-475 dated 25, October 2006, attached hereto as Attachment "C", which by reference hereto shall become a part hereof, desires to enter into this AGREEMENT and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

**1. CITY'S MAINTENANCE RESPONSIBILITY**

The **CITY** shall be responsible for the maintenance of all landscaped and/or turfed areas within the **DEPARTMENT'S** right-of-way, the limits and scope of which are defined in the attached **Exhibit "A"**, which by reference hereto shall become a part hereof. The **CITY** shall be responsible for performing the work described below with a minimum frequency of twelve (12) times per year:

- 1.1. Mow, cut and/or trim and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- 1.2. Properly prune all plants, which includes plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program". Prune such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- 1.3. To keep plants as free as possible from disease and harmful insects.
- 1.4. Remove and dispose of dead, diseased or otherwise deteriorated plants.
- 1.5. Keep litter removed from roadside and median strips.
- 1.6. Remove and dispose of all trimmings, roots, branches, litter, etc., resulting from the activities described by (1.1) through (1.5) inclusively as described above.

**2 AMENDMENTS**

This **AGREEMENT** may be amended in writing if mutually agreed to by both parties.

**3. NATURAL DISASTERS**

The **CITY** shall not be responsible for the clean-up, removal and disposal of debris from the **DEPARTMENT'S** right-of-way the limits of which are described in Exhibit "A", or subsequent amended limits mutually agreed to in writing by both parties

following a natural disaster (i.e. hurricane, tornado, etc.). However, the cost of any cycle or part thereof that could be impaired by any such event may be deducted from the payment to the CITY.

**4. MAINTENANCE DEFICIENCIES**

If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DISTRICT MAINTENANCE ENGINEER** that the **CITY 'S** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, said **DISTRICT MAINTENANCE ENGINEER** may, at his option, issue a written notice in care of the **CITY MANAGER**, to place said **CITY** on notice thereof. Thereafter the **CITY** shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a) The **DEPARTMENT** will begin the process to procure independent contractor's materials, equipment and personnel to maintain said landscaping and charge the reasonable cost of such work to the **CITY**; or
- b) Terminate this agreement in accordance with Item ten (10) of the **AGREEMENT**

**5. NOTICES**

All notices, requests, demands, consents, approvals, and other communications which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:** Florida Department of Transportation  
1000 Northwest 111th Avenue, Room 6205B  
Miami, Florida 33172-5800  
Attention: District Maintenance Engineer

**To CITY:** CITY OF **MIAMI GARDENS**  
1515 NW 167<sup>TH</sup> St.  
Miami Gardens, Florida 33169  
Attention:

6. LANDSCAPE MODIFICATION

It is understood between the parties hereto that the landscaping covered by this AGREEMENT may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT. The DEPARTMENT agrees to notify the CITY in the event alterations will be made so as to allow the continued ability of the CITY to perform its maintenance responsibilities under this Agreement.

7. METHOD OF COMPENSATION

In accordance with requirements of Section 287.058(1)(d), Florida Statutes, the DEPARTMENT agrees to pay the CITY quarterly (each three month period) compensation for the cost of maintenance as described under Sub-items (1.1) through (1.5).

The lump sum payment will be in the amount of \$7,839.24 dollars per quarter for a total appropriation of \$31,356.96 dollars per year.

In accordance with Section 287.058(1)(a), Florida Statutes, the CITY shall submit the quarterly invoice/bill in detail sufficient for proper pre-audit and post-audit thereof.

8. VENDOR RIGHTS

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has 5 working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1) Florida Statutes will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment.

Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department of Transportation.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.

**9. PAYMENT ADJUSTMENT**

In the event temporary work by the **DEPARTMENT** forces or by other Contractors temporarily prevent the **CITY** from performing the work described in this **AGREEMENT**, the **DEPARTMENT** shall deduct from the lump sum payment the acreage of the affected area and only compensate the **CITY** for the actual work it performs.

The **DEPARTMENT** shall initiate this procedure only if the temporary work described in this section is for a period of one (1) month or longer. Adjustment to the **CITY'S** payment shall also be done as noted in Item Three (3). In the event this **AGREEMENT** is terminated as established by Item Ten (10) herein, no payment will be prorated for the quarter in which termination occurs for the work that has been completed.

**10. TERMINATION**

This **AGREEMENT** or part thereof is subject to termination under any one of the following conditions:

10.1. In the event the **DEPARTMENT** exercises the option identified by Item Four (4) of this **AGREEMENT**.

10.2. As mutually agreed to by both parties in writing.

10.3. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.

**11. TERMS**

11.1 The terms of this **AGREEMENT** shall only commence when the **DEPARTMENT** issues the **CITY** the Notice To Proceed Letter.

11.2 In accordance with Section 287.058 (1)(e), Florida Statutes; this Agreement is for a period of one (1) year beginning with the date stated in the Notice to Proceed Letter.

11.3 In accordance with Section 287.0582, Florida Statutes; the State of Florida performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

To comply with Section 287.0582, F.S., the Department shall only appropriate the annual amount of \$ 31,356.96 at the beginning of each Fiscal Year.

**12. RENEWAL**

In accordance with Section 287.058(1)(f), Florida Statutes, this Agreement may be renewed on a yearly basis for a maximum of two (2) years after the initial contract of for a period no longer than the term of the original contract whichever period is longer, only if mutually agreed to in writing by the **DEPARTMENT** and the **CITY** subject to the same terms and conditions set forth in this **AGREEMENT**, and said renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds.

**13. EXHIBIT "A" AMENDMENT**

It is further understood that Exhibit "A" may be amended or changed at any time, as mutually agreed to in writing by both parties.

14. ADDITIONAL LANDSCAPING

The CITY may construct additional landscaping within the limits of the right-of-ways identified as a result of this AGREEMENT, subject to the following conditions:

- 14.1. Plans for any new landscaping shall be subject to approval by the DEPARTMENT. The CITY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- 14.2. All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards;
- 14.3. All requirements and terms established by this AGREEMENT shall also apply to any additional landscaping installed under this item;
- 14.4. The CITY agrees to complete, execute and comply with the requirements of the DEPARTMENT'S standard permit provided as Attachment "B" (not to actual size) to this AGREEMENT, which by reference hereto shall be a part of hereof;
- 14.5. In the event that additional landscaping is added to the area and the AGREEMENT is terminated as established under Item Ten (10), the CITY agrees to accept full responsibility for all maintenance to the added landscaping at no cost to the DEPARTMENT.

15. This writing embodies the entire AGREEMENT and understanding between the parties hereto and there are not other agreements and understanding, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

16. This AGREEMENT is nontransferable and nonassignable in whole or in part without the prior written consent of the DEPARTMENT.

17. This AGREEMENT, regardless of where executed shall be governed by and construed in accordance with the laws of the State of Florida.

18. Nothing in this **AGREEMENT** shall be construed to violate the provisions of Section 339.135(6)(a), of the Florida Statutes (1997), which provides as follows:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection, is null and void and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of a contract for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are of an amount in excess of \$25,000 and which have a term for a period of more than one year.

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

LANDSCAPING AGREEMENT WITH CITY OF MIAMI GARDENS.

CITY OF MIAMI GARDENS                      STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: [Signature]  
CITY Manager

(RGS)

BY: [Signature]  
District Secretary

ATTEST: [Signature]  
CITY Clerk (Seal)

ATTEST: [Signature]  
Executive Secretary

LEGAL REVIEW:

BY: [Signature]  
CITY Attorney

BY: [Signature]  
District General Counsel

**EXHIBIT "A"**

Below is the state road, the limits, length and acreage of the areas to be maintained by the CITY OF MIAMI GARDENS under this agreement.

<b>State Road Number</b>	<b>Name (Local)</b>	<b>From</b>	<b>To</b>	<b>Length (Miles)</b>	<b>Acres</b>
860	Miami Gardens Dr.	NW 47 <sup>th</sup> Ave	NW 2 <sup>nd</sup> Ave	15.7	7.01
7	NW 2 <sup>nd</sup> Ave	SR 826	County Line Rd	3.0	2.3
817	NW 27 <sup>th</sup> Ave.	NW 151 <sup>st</sup> St	County Line Rd	6.36	3.75
		<b>Total Per Cycle</b>		<b>25.06</b>	<b>13.06</b>
		<b>Total Per Contract</b>		<b>300.72</b>	<b>156.72</b>

EXHIBIT "B"

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
SPECIAL PERMIT

District Six  
6/95

DATE: \_\_\_\_\_ PERMIT NO.: \_\_\_\_\_  
SECTION NO: \_\_\_\_\_ STATE ROAD NO.: \_\_\_\_\_  
COUNTY: \_\_\_\_\_ MILEPOST FROM: \_\_\_\_\_  
TO: \_\_\_\_\_  
STATE PROJECT NO. : \_\_\_\_\_ (if applicable) RECORD NO.: \_\_\_\_\_

APPLICANT:

ADDRESS:

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP  
CODE: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_

Applicant requests permission from the State of Florida Department of Transportation, hereinafter called the Department, to construct, operate, and maintain the facility shown in the accompanying engineering as described here: \_\_\_\_\_

Location of Construction, Street Name, and Nearest Intersection:

1. Is the proposed work within the corporate limits of a municipality: Yes ( ) No ( )  
Name of municipality: \_\_\_\_\_ Local Government Contact: \_\_\_\_\_
2. Prior to filing this application, the location of all existing utilities, both aerial and underground, has been ascertained, and the accurate locations are shown on the drawings (as applicable). A letter of notification was mailed on \_\_\_\_\_ to the following utilities/municipalities: \_\_\_\_\_

Contract No.: BDF36  
Financial No409057-1-72-01

3. It is expressly stipulated that this permit is a license for permissive use only and that the construction within and/or upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
4. Whenever it is determined by the Department that it is necessary for the construction, repair, improvement, maintenance, safe and/or efficient operation, alteration, or relocation of any or all portion of said highway and/or transportation facility; the Permittee shall immediately remove any and all installed facilities from said highway and/or transportation facility, or reset or relocate thereon as required by the Department at the Permittee's expense.
5. All work shall meet Department's Roadway and Traffic Design Standards, Specifications for Road and Bridge Construction, and other applicable criteria in effect at the time of permit issuance. The work shall be performed under the inspection supervision of \_\_\_\_\_, Permit/Maintenance Engineer located at \_\_\_\_\_, Telephone No. \_\_\_\_\_. This designated engineer shall be notified forty-eight (48) hours prior to the pre-construction meeting and again immediately before commencement of work. All material and equipment shall be subject to inspection by the designated engineer or his authorized representative.
6. All Department property shall be restored to its original condition as far as practical in keeping with Department Specifications, and in a manner satisfactory to the Department, within thirty (30) days of the installation of the permitted work, unless otherwise approved by the Department.
7. A drawing covering details of this work shall be made a part of this permit. This drawing shall include plan, profile, and cross sections as appropriate, and may be required to bear the seal of a professional engineer licensed in the State of Florida. As built drawings are required.  
Yes ( ) No ( )
8. The Permittee shall commence actual construction in good faith within \_\_\_\_\_ days from the date of said permit approval and shall complete construction within \_\_\_\_\_ days from the commencement of work unless the permittee shows good cause for delay and the Department approves an extension. No extension beyond one (1) year from the date of issuance of this permit will be granted.
9. This construction and maintenance shall not interfere with the property and rights of a prior Permittee.
10. Special        Conditions        and        Instructions        by        the        Department:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, his heirs, assigns, and successors in interest, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the State of Florida and the

Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

- 12. During construction through Department acceptance of the permitted work, all safety regulations of the Department shall be observed and the holder must take measures, including placement and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Department's current edition of the Roadway and Traffic Design Standards, Index Series 600, and the Manual of Uniform Traffic Control Devices.
- 13. In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the work will be brought into compliance or removed from the right-of-way at no cost to the Department.

Submitted and Agreed to by: \_\_\_\_\_ Corporate Seal

Signature of Permittee

\_\_\_\_\_

Name and Title (typed)

Attested

Recommended for approval: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_  
District Permit Engineer or Authorized Representative

***EXHIBIT "C"***

***ATTACH CITY RESOLUTION***

RESOLUTION No 2006-129-475

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") MAINTENANCE AGREEMENT FOR LANDSCAPING UPGRADES TO US 441, NW 27<sup>TH</sup> AVENUE AND NW 183<sup>RD</sup> STREET IN SUBSTANTIAL FORM AS THAT AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS FOR THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens ("City") is currently in the process of improving the landscaping in US 441, NW 27<sup>th</sup> Avenue and soon NW 183<sup>rd</sup> Street, and

WHEREAS, the Florida Department of Transportation ("FDOT") requires that if a City wants to upgrade the landscaping, that it must agree to maintain the new landscaping, and

WHEREAS, given FDOT's past history of maintenance, this is positive for the City, and

WHEREAS, FDOT has agreed to pay the City the same that it pays a private contractor for their level of maintenance, and

WHEREAS, for these three (3) roads, the maintenance costs amount to \$31,357.00 per year, under FDOT's current bid, and

WHEREAS, City staff recommends that the City Council approve the agreement with FDOT for upgrading the landscaping in US 411, NW 27<sup>th</sup> Avenue, and NW 183<sup>rd</sup> Street in substantial form as that Agreement attached hereto as Exhibit "A",

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

Section 1      ADOPTION OF REPRESENTATIONS: The foregoing Whereas  
RESOLUTION FDOT MAINTENANCE  
AGMNT 27 AVE 10 25 06

paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

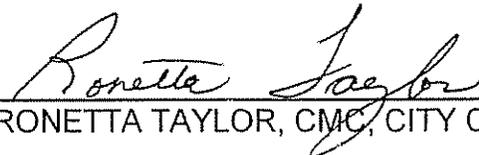
Section 2. AUTHORIZATION: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Florida Department of Transportation ("FDOT") Maintenance Agreement for landscaping upgrades to US 441, NW 27<sup>TH</sup> Avenue and NW 183<sup>RD</sup> Street, a copy of which is attached hereto as Exhibit "A".

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to the Department of Transportation, and with one to be directed to the Office of City Attorney.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS CITY COUNCIL MEETING HELD ON OCTOBER 25, 2006.

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

  
SHIRLEY GIBSON, MAYOR

Prepared by SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY: Councilwoman Pritchett  
SECONDED BY: Councilman Bratton

**VOTE:**       7-0

Mayor Shirley Gibson	<u>  x  </u> (Yes)	<u>    </u> (No)
Vice Mayor Oscar Braynon, II	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Melvin L. Bratton	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Aaron Campbell	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Ulysses Harvard	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilwoman Sharon Pritchett	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilwoman Barbara Watson	<u>  x  </u> (Yes)	<u>    </u> (No)

**TURF AND LANDSCAPE MAINTENANCE  
JOINT PARTICIPATION AGREEMENT  
BETWEEN THE  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY OF MIAMI GARDENS**

This Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of Miami Gardens, a municipal corporation of the State of Florida, hereinafter referred to as the 'CITY'.

**RECITALS:**

**WHEREAS**, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 860/Miami Gardens Drive, S.R. 7/NW 2<sup>nd</sup> Avenue and S.R. 817/NW 27<sup>th</sup> Avenue corridors in the CITY; and

**WHEREAS**, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway System within the corporate limits of the CITY; and

**WHEREAS**, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

**WHEREAS**, the CITY recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

**WHEREAS**, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number **409057-2-78-01**, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The CITY shall submit this Agreement to its CITY Council for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit “C”, ‘City of Miami Gardens’ Resolution’, and is herein incorporated by reference.
- b. The CITY shall:
  - i. utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of this Agreement; and
  - ii. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- c. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- d. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT’s right-of-way as described in Exhibit “A”, ‘Maintenance Responsibilities’.
- e. The CITY shall be responsible for performing the required maintenance with a minimum frequency of twelve (12) times per year for: Small Machine Mowing Litter Removal, Landscape Maintenance, and Edging and Sweeping.
- f. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida “Guide for Roadside Mowing” and the latest edition of the “Maintenance Rating Program”, and Index 546 of the latest FDOT Design Standards.
- g. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax, of the state road(s) and the day(s) in which the CITY will be working. The fax shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-

640-7197.

- h. The CITY shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.
- i. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.
- j. The CITY shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the CITY to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- k. This Agreement shall not obligate the DEPARTMENT to pay the CITY to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the CITY to maintain any such additional landscaping.

**3. FINANCIAL PROVISIONS**

- a. Eligible PROJECT costs may not exceed THIRTY ONE THOUSAND THREE HUNDRED FIFTY SEVEN DOLLARS AND SIXTY EIGHT CENTS (\$31,357.68), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.
- c. The CITY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:
  - i. Small Machine Mowing
  - ii. Litter Removal
  - iii. Edging & Sweeping
  - iv. Landscape Maintenance

- d. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- f. Travel costs will not be reimbursed.
- g. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
- h. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- i. A Vendor Ombudsman has been established within the Department of Financial Services. The Duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.
- j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- k. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.”

1. The DEPARTMENT’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

**4. COMMUNICATIONS**

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail , return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:** Florida Department of Transportation  
1000 NW 111<sup>th</sup> Avenue, Room 6205  
Miami, FL 33172-5800  
Attention: District Maintenance Engineer

**To CITY:** City of Miami Gardens  
1515 N.W. 167 Street, Suite 200  
Miami, FL 33169  
Attention: City Manager

**5. INVOICING**

- a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include proof that the areas under this Agreement were maintained using specified frequencies, at minimum. The supporting documents showing proof of work can be properly executed payroll, or time records, or Contractor’s invoices, or vouchers evidencing in proper detail the nature and propriety of the charges.

- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.
  - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing it work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, no payment will be prorated for the quarter in which termination occurs.

**6. MAINTENANCE DEFICIENCIES**

If the District Maintenance Engineer determines that the CITY is not accomplishing its responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or
- b. Terminate this Agreement.

**7. EXPIRATION/RENEWAL**

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

**8. TERMINATION**

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

**9. ENTIRE AGREEMENT**

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

**10. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

**11. AMENDMENT**

This Agreement may be amended by mutual agreement of the DEPARTMENT and the CITY expressed in writing, executed and delivered by each party.

**12. INVALIDITY**

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, on the day and year above written.

**CITYOF MIAMI GARDENS:**

**STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION:**

**BY:** \_\_\_\_\_  
**CITY MAYOR**

**BY:** \_\_\_\_\_  
**DIRECTOR, TRANSPORTATION  
OPERATIONS**

**ATTEST:** \_\_\_\_\_  
**(SEAL) CITY CLERK**

**ATTEST:** \_\_\_\_\_  
**(SEAL) EXECUTIVE SECRETARY**

**LEGAL REVIEW:**

\_\_\_\_\_  
**CITY ATTORNEY**

\_\_\_\_\_  
**DISTRICT CHIEF COUNSEL**

**Exhibit "A"**  
**Maintenance Responsibilities**

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 860/Miami Gardens Drive, S.R. 7/NW 2<sup>nd</sup> Avenue and S.R. 817/NW 27<sup>th</sup> Avenues, as described below:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program" and Index 546 of the latest FDOT Design Standards.
- c. Maintain existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. Fertilizing, insecticide, pesticide, herbicide and watering will be required to maintain the current landscape and turf in its current healthy condition.
- e. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- f. Remove and properly dispose of litter from roadside and median strips.
- g. Remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety.
- h. All work by the CITY shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".

**FDOT Financial Project Number:** 409057-2-78-01

**County:** Miami-Dade

**FDOT Project Manager:** Richard Kenney, 305-640-7197

**CITY Project Manager:** Mr. Danny O. Crew, City Manager

**Exhibit "B"  
Project Limits & Financial Summary**

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

State Road	Name (Local)	From	To
860	Miami Gardens Dr.	NW 47th Avenue	NW 2nd Ave.
7	NW 2nd Ave.	SR 826	County Line Rd.
817	NW 27th Ave.	NW 151st St.	County Line Rd.

Item Description	Quantity	Units	Cycles #	Total	Agreement Unit Price	Total Agreement Unit Price
Mowing Small Machine (E104 4 3)	12.745	AC	12	152.94	\$35.00	\$5,352.90
Litter Removal (E110 30)	16.296	AC	12	195.55	\$10.00	\$1,955.50
Edging & Sweeping (E110 32 1)	14.597	PM	12	175.16	\$10.00	\$1,751.60
Landscape Maintenance (E580 3 2)	1.674	AC	12	20.088	\$1,110.00	\$22,297.68
<b>TOTAL</b>						<b>\$31,357.68</b>

**TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT:       \$31,357.68**

**Exhibit "C"**  
**City of Miami Garden's Resolution**

To be herein incorporated once approved by the CITY Council.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	<b>October 26, 2011</b>		<b>Item Type:</b> <small>(Enter X in box)</small>	<b>Resolution</b>  <b>X</b>	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <small>(Enter X in box)</small>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <small>(Enter X in box)</small>	<b>Yes</b>		<b>No</b>  <b>X</b>	
<b>Contract/P.O. Required:</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
		X					
<b>Strategic Plan Related</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Objective/Strategy:</b> <small>(list the specific objective/strategy this item will address)</small>			
		X					
<b>Sponsor Name</b>	<b>Danny Crew, City Manager</b>		<b>Department:</b>	<b>Police Department</b>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH MIAMI-DADE COUNTY FOR ACCEPTANCE OF THE FISCAL YEAR 2012 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF THIRTEEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS (\$13,159.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

The Miami Gardens Police Department was awarded grant funding through Miami-Dade County from the Edward Byrne Memorial Justice Assistance Grant for FY 2012 in the amount of \$13,159. The Miami Gardens Police Department will use the grant to continue to provide the highest level of quality service to our residents, and continue to improve the criminal justice records management system. Funds will also be used to continue a color copier lease which will enable the records staff to disseminate color photographs to police personnel, other law enforcement agencies, State Attorney's Office, insurance companies and the general public. Funds will be further used to support overtime needed to continue automation of the Department's current records system and purchase a high volume scanner.

**ITEM K-2) CONSENT AGENDA  
RESOLUTION  
Byrne Grant**

## **Proposed Action:**

That the City Council approve the attached resolution authorizing the City Manager to execute a contract with the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant allowing the Miami Gardens Police Department to utilize overtime hours, purchase a high quality scanner, and lease a color copier utilizing the \$13,159.00 allocated by this grant.

## **Attachment:**

Attachment A: FY 2012 Miami-Dade County Edward Byrne Memorial Justice Assistance Grant Contracts

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

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE  
5 CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT  
6 CERTAIN AGREEMENT WITH MIAMI-DADE COUNTY FOR  
7 ACCEPTANCE OF THE FISCAL YEAR 2012 EDWARD BYRNE  
8 MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF  
9 THIRTEEN THOUSAND ONE HUNDRED FIFTY-NINE DOLLARS  
10 (\$13,159.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT  
11 "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK;  
12 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;  
13 PROVIDING FOR AN EFFECTIVE DATE.

14  
15 WHEREAS, the United States Department of Justice (DOJ) awarded Miami-  
16 Dade County the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year  
17 2012, and

18 WHEREAS, Miami-Dade County desires to award Thirteen Thousand One  
19 Hundred Fifty-Nine Dollars (\$13,159.00) in grant funds to the City of Miami Gardens'  
20 Police Department to support the expansion of the Records Improvement Project, and

21 WHEREAS, the funding will be utilized to supplement the overtime budget  
22 needed to continue automation of the Department's current records systems, and

23 WHEREAS, the funds will also be used to purchase a high volume scanner, and  
24 to lease a color copier to enable the dissemination of color photographs,

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

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

30 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
31 hereby authorizes the City Manager and the City Clerk to execute and attest  
32 respectively, that certain Agreement with Miami-Dade County for acceptance of the

33 Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant in the amount of  
34 Thirteen Thousand One Hundred Fifty-Nine Dollars (\$13,159.00), a copy of which is  
35 attached hereto as Exhibit "A".

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

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

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

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50 **ATTEST:**

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

55

56

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

58

59

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

61

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

63

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

65

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

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

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

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

70	Councilman Oliver Gilbert, III	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
71	Councilwoman Felicia Robinson	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
72	Councilman Andre' Williams	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)

73  
74  
75  
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**Miami Gardens  
FY2012  
Contract**

**MIAMI-DADE COUNTY**

**CONTRACT**

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19<sup>th</sup> Floor Miami, FL 33128, and the **CITY of MIAMI GARDENS** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **Records Improvement Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **Records Improvement Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **Records Improvement Project**; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the **Records Improvement Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

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

**I. AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$13,159**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

**II. SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

**III. EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2011 through September 30, 2012.**

**IV. CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

**V. REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. Requirements of the Anti-Drug Abuse Act. The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. Supplanting. The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

**VI. CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

**VII. PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

**VIII. INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly

understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

**IX. INSURANCE.** If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

**X. LICENSURE AND CERTIFICATION.** The Provider shall ensure that all other licensed professionals providing **Records Improvement** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

**XI. CONFLICT OF INTEREST.** The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

**Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is

permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

**XII. CIVIL RIGHTS.** The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

**XIII. NOTICES.** Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County  
Office of Management and Budget  
111 NW First St., 19<sup>th</sup> Floor  
Miami, Florida 33128  
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Miami Gardens Police Department  
1020 NW 163<sup>rd</sup> Drive  
Miami Gardens, FL 33169  
Attention: Essie Briggs

**XIV. AUTONOMY.** Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

**XV. BREACH OF CONTRACT; COUNTY REMEDIES.**

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment E); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment E); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a)

request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

**XVI. TERMINATION BY EITHER PARTY.** Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

**XVII. PROJECT BUDGET AND PAYMENT PROCEDURES.** The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment. Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. Recapture Funds. At the conclusion of the third quarter and upon submission of the Quarterly Performance Report and Invoice, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Records Improvement Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2012.

D. The Provider agrees to mail all Quarterly Expenditure Reports to the address listed above, Section XIII.

E. The County agrees to review Expenditure Reports to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

**XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.**

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of three (3) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.**

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **Records Improvement Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and October 5, 2012 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and October 15, 2012 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and

any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

**XX. PROHIBITED USE OF FUNDS.**

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

**XXI. MISCELLANEOUS.**

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision. Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment F. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment F without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fourteen (14) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

- Attachment A: Scope of Services
- Attachment B: Budget
- Attachment C: Quarterly Project Performance Report
- Attachment D: Quarterly Expenditure Report
- Attachment E: Miami-Dade County Affidavits
- Attachment E1: Code of Business Ethics
- Attachment E2: Miami-Dade County Debarment Disclosure Affidavit
- Attachment E3: State Public Entities Crime Affidavit
- Attachment F: Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

**INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

\_\_\_\_\_  
Signature

City Manager  
\_\_\_\_\_  
Title

Danny O. Crew  
\_\_\_\_\_  
Name (typed)

ATTEST:

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

By: \_\_\_\_\_  
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CARLOS A. GIMENEZ  
MAYOR

**SUMMARY OF ATTACHMENTS**

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

**ATTACHMENT A**

**PROGRAM NARRATIVE**

Jurisdiction Name: City of Miami Gardens

Contact Person: Steve List

Address: 1020 NW 163<sup>rd</sup> Drive  
Miami Gardens, FL 33169

Contact Numbers: Office (305) 474-1431  
Fax (305) 474-1529

Program Area: Records Improvement

Program Dates: 10/01/11 through 09/30/12

Program Name: Records Improvement

Target Population: City Residents

Problem Identification

The Miami Gardens Police Department utilizes an electronic Records Management System where incident/accident reports are transferred from the Computer Aided Dispatch (CAD) system to the Records Management System (RMS) through the Name Candidating process. Officers are required to create and submit supporting paper documents, each document is manually sorted, housed, scanned and electronically attached to the Records Management System. These documents include, but are not limited to: arrest forms, property receipts, domestic violence paperwork, DUI documents, and evidentiary photographs. These records are also converted into portable document format (PDF) in the Records Management System (RMS) in response to public records requests for law enforcement, other governmental agencies, and the general public. The volume of paperwork creates an increasing backlog of paperwork that must be sorted, tracked, and managed electronically. This function is performed on an overtime basis during non-regularly scheduled Records Unit hours because the Records Unit is closed on weekends and holidays.

Presently, incident/accidents are electronically converted to a portable document format (PDF). The addition of five (5) Adobe Acrobat Professional licenses will significantly aide the Records Unit by serving to create protected forms, correct and redact confidential information from PDF versions of documents and incident/accident reports. In addition, Adobe Acrobat Professional will be utilized to condense and combine PDF documents when compiling monthly Bulk Public Records Requests.

Byrne Grant funding will help to continue the leasing of a color copier to print higher quality photographs for police personnel, other law enforcement agencies, State Attorney's Office, insurance companies, and the general public. The continued use of a color copier will continue to allow Records Unit staff to provide high quality photographs to our customers, and members of the criminal justice system.

Program Description

To provide the highest level of service and quality to our residents, the Miami Gardens Police Department will use Byrne Grant funding to continue to improve and enhance the criminal justice records management system. The Department will use FY2012 Byrne Grant funding to support much needed overtime to convert manual records to an electronic system and to further digitize and enhance the department's current records system as well as purchase five (5) Adobe Acrobat Professional licenses. Funds will also be used to continue a color copier lease which will enable the records staff to disseminate color photographs to police personnel, other law enforcement agencies, State Attorney's Office, insurance companies, and the general public.

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Jurisdiction Name: City of Miami Gardens

Contact Person: Steve List

Address: 1020 NW 163<sup>rd</sup> Drive  
Miami Gardens, FL 33169

Contact Numbers: O (305) 474-1431  
F (305) 474-1529

Program Area: Records Improvement

Program Dates: 10/01/11 through 09/30/12

Program Name: Records Improvement

Target Population: City Residents

Required Activities	Planned Measures	Monitoring Plan
<p>Approximately 183 hours of overtime hours will be used to convert records from a manual system to an electronic retention system for the purposes of criminal justice records improvement.</p> <p>To purchase five (5) Adobe Acrobat Professional licenses to create protected forms, correct and redact confidential information from incident/accident records.</p> <p>To lease color copier for criminal justice records improvement activities in this project</p>	<p>The Provider shall be responsible for:</p> <p>Scan all supporting documentation to incident for case filing purposes and availability to police personnel, local law enforcement agencies, and the public.</p> <p>Purchase five (5) Adobe Acrobat Professional licenses for the Records Unit.</p> <p>Lease Color Copier for police data to be disseminated to criminal justice agencies, insurance companies, residents, etc.</p>	<p>The Provider is to submit the following information to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Copies of invoices and cancelled checks for equipment purchased.</p> <p>Copies of invoices and cancelled checks for leased equipment.</p> <p>Payroll records, time sheets and overtime slips.</p> <p>Copies of invoices and proof of payment/cancelled checks for contractual services and expenses</p>

**ATTACHMENT B**

**PROGRAM BUDGET**

**Attachment B**

Jurisdiction Name: MIAMI GARDENS  
Program Area: Records Improvement  
Program Name: Records Improvement

Contact Person: Steve List  
O (305) 474-1431 F (305) 474-1529  
Program Dates: 10/01/11- 09/30/12

**CONTRACTUAL SERVICES TOTAL** **\$13,159**

**Salaries and Benefits, Total** **\$7,704**  
Staff for approx. 183 hrs X \$42.10045662/hr. (OT) \$7,704  
Benefits include: FICA, Retirement.

**Operating Capital Outlay, Total** **\$0**

**Expenses, Total** **\$5,455**  
Color copier lease (incl. printer, fax, scanner, cabinet) \$3,300  
black & white copies @.64 cents, color copies @ .59 cents  
Color Copier lease for 1 year @ \$60 mo \$720  
5 Adobe Acrobat Professional license @ \$287.00 \$1,435

**Total Budget** **\$13,159**

**Miami-Dade County will reimburse an amount not to exceed:** **\$13,159**

ATTACHMENT C

## ATTACHMENT C

### **Edward Byrne Memorial Justice Assistance Grant Program** Drug Control and System Improvement Formula Grant Program

#### Quarterly Project Performance Report

#### CRIMINAL JUSTICE RECORDS IMPROVEMENTS Fiscal Year 2010/2011

Miami Gardens  
(City)

---

(Project Name)

---

(Name of Person Completing Form)

(Title)

(Phone)

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4	July 1 - September 30	October 5

Report Number	Quarterly Period	Report Due Dates

**Note:** Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

FY2012 Quarterly Project Report  
Criminal Justice Records Improvement  
Miami Gardens

Please answer the following questions based on activity that occurred in the previous quarter.

Amount of JAG funds used to purchase equipment and/or supplies?

How many types of equipment and/or supplies were purchased?

What type of equipment was purchased?

Number of personnel paid with JAG funds this quarter?

How many overtime hours were paid with JAG funds this quarter?

How many manual records were converted to an electronic records retention system this quarter?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROGRAM NARRATIVE**

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of denial of reimbursement requests.

**ATTACHMENT D**

**Edward Byrne Memorial Justice Assistance Grant Program**

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS  
(To Be Copied on Jurisdiction Letterhead)**

City: _____	Date of Claim: _____
Project Name: _____	Claim Number: _____
Telephone: _____	Claim Period: _____
Name of Person Completing Form: _____	

1. Total Federal Budget \$ \_\_\_\_\_      2. Amount This Invoice \$ \_\_\_\_\_

3. Amount of Previous Invoices \$ \_\_\_\_\_      4. Remaining Budget Balance \$ \_\_\_\_\_

(Subtract lines 2 & 3 from line 1)

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	Federal Funds	Category Totals
_____	Salaries & Benefits	_____	_____	_____	_____
_____	Contractual Services	_____	_____	_____	_____
_____	Operating/ Capital Equipment	_____	_____	_____	_____
_____	Expenses	_____	_____	_____	_____
_____	<b>Total Claim</b>	_____	_____	_____	_____

We request payment in accordance with our contract agreement in the amount of 100% of the Total Costs for this Claim \$ \_\_\_\_\_.

Attached, please find the records which substantiate the above expenditures. I certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

\_\_\_\_\_  
Chief of Police/Other City Official

\_\_\_\_\_  
Payment Approved, Miami Dade County





**ATTACHMENT E**

JAG/BYRNE GRANT ADMINISTRATION

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, Dr. Danny O. Crew, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

11-3695944

Federal Employer Identification Number (If none, Social Security)

City of Miami Gardens
Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (if same as above, leave blank)
1515 NW 167th Street, Miami Gardens, FL 33169
Street Address City State Zip Code

X I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

- 1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Table with 3 columns: Full Legal Name, Address, Ownership. Includes three rows with percentage symbols.

- 2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable

beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

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

- 3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

X II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

- 1. Does your firm have a collective bargaining agreement with its employees?  
\_\_\_ Yes \_\_\_ No
- 2. Does your firm provide paid health care benefits for its employees?  
\_\_\_ Yes \_\_\_ No
- 3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White: \_\_\_ Males \_\_\_ Females      Asian: \_\_\_ Males \_\_\_ Females  
Black: \_\_\_ Males \_\_\_ Females      American Indian: \_\_\_ Males \_\_\_ Females  
Hispanics: \_\_\_ Males \_\_\_ Females      Aleut (Eskimo): \_\_\_ Males \_\_\_ Females  
\_\_\_\_\_: \_\_\_ Males \_\_\_ Females      \_\_\_\_\_: \_\_\_ Males \_\_\_ Females

N/A III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

\_\_\_\_\_ The firm does not have annual gross revenues in excess of \$5,000,000.

\_\_\_\_\_ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.

\_\_\_\_\_ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1<sup>st</sup> Avenue, 28th Floor, Miami, Florida 33128;

\_\_\_\_\_ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

N/A V. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County \_\_\_\_\_ has \_\_\_\_\_ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County \_\_\_\_\_ has \_\_\_\_\_ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

N/A V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

**N/A VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)**

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

**X VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)**

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

**N/A VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)**

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

**N/A IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS**

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

N/A X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

N/A XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: \_\_\_\_\_ (Signature of Affiant) \_\_\_\_\_ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_

2011 by Danny O. Crew, He/She is personally known to me or has presented \_\_\_\_\_ as identification. (Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary) (Expiration Date)

Notary Public - Stamp State of \_\_\_\_\_ (State)

Notary Seal

ATTACHMENT E 1

Form A-12  
Code of Business Ethics

**In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:**

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

**By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.**

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: \_\_\_\_\_ (Date)  
(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_  
2011 by Danny O. Crew. He/She  
is personally known to me or has presented \_\_\_\_\_  
(Type of Identification)  
as identification.

\_\_\_\_\_  
(Signature of Notary) (Serial Number)  
\_\_\_\_\_  
(Print or Stamp of Notary) (Expiration Date)

ATTACHMENT E 2



ATTACHMENT E 3

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Miami-Dade County

by Danny O. Crew  
(print individual's name and title)

for City of Miami Gardens  
(print Name of entity submitting sworn statement)

whose business address is 1515 NW 167th St., Miami Gardens, FL 33169

and if applicable its Federal Employer Identification Number (FEIN) is 11-3695944  
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

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

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

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

Personally known Danny O. Crew \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

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

\_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

ATTACHMENT F

JAG/BYRNE GRANT ADMINISTRATION

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Ordinance 97-104)

Name of Organization: City of Miami Gardens Address: 1515 NW 167th Street

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT ADDRESS CITY AND STATE

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

NAME OF SUPPLIER ADDRESS CITY AND STATE

No suppliers will be used.

I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative:

Title: City Manager Date:

Firm Name: City of Miami Gardens Fed. ID No. 11-3695944

Address: 1515 NW 167th Street City/ State/Zip: Miami Gardens, FL 33169

Telephone: (305) 622-8000 Fax: (305) 622-8001 E-mail: dcrew@miamigardens-fl.gov



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	October 26, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X	<b>Public Hearing:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
					X		
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	N/A			
<b>Sponsor Name</b>	Vice Mayor Aaron Campbell, Jr.		<b>Department:</b>	Mayor/Council			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING VICE MAYOR AARON CAMPBELL, JR. APPOINTMENT OF, ALICIA MELTON, TO THE CITY OF MIAMI GARDENS COMMISSION FOR WOMEN FOR A TERM OF THREE (3) YEARS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

In accordance with the establishment of the Commission for Women committee, Vice Mayor Aaron Campbell, Jr. hereby submits his appointee for membership in accordance with the Ordinance 2008-10-146, Section 2 (c). For a period of three (3) years, the committee will recognize Alicia Melton. Members will conduct report studies and present recommendations to the Council, City Manager and his or her administration, and the community.

**Proposed Action:**

That the City Council approves Vice Mayor Aaron Campbell, Jr.'s appointment of Alicia Melton to the Commission for Women Committee.

**ITEM K-3) CONSENT AGENDA  
RESOLUTION  
Vice Mayor Campbell's board appointment**

**Attachment:**

Board/Committee application and résumé.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING VICE MAYOR AARON CAMPBELL, JR.'S APPOINTMENT OF ALICIA MELTON TO THE CITY OF MIAMI GARDENS COMMISSION FOR WOMEN FOR A THREE (3) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has created a Commission for Women ("the Commission"), and

WHEREAS, the Vice Mayor and each member of the City Council has the right to appoint a member to the Commission, and

WHEREAS, Vice Mayor Aaron Campbell has appointed Alicia Melton to the Commission, and

WHEREAS, it is appropriate for the City Council to approve the appointment,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby confirms the appointment of Alicia Melton to the City of Miami Gardens Commission for Women for a three (3) year term.

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

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

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SHIRLEY GIBSON, MAYOR

**ATTEST:**

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

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

SPONSORED BY: VICE MAYOR AARON CAMPBELL, JR.

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

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

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



**CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION**

1515 NW 167<sup>th</sup> Street, Bldg. 5, Suite 200  
Miami Gardens, FL 33169

Phone No. 305-622-8000  
Fax No. 305-622-8001

1. Position sought: Commission for Women Committee Member
2. Name: Alicia Melton
3. Home Address: 3400 (Please print) NW 196 Lane, Miami Gardens, FL 33054
4. Business Address: \_\_\_\_\_
5. Employer (if self please state): Adrienne Arsht Center
  - a. Job Title: Education + Outreach Assistant
  - b. Nature of business: Performing Art Center
6. Home Phone No. 678-462-9794 Business Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_
7. E-mail Address: aliciatrevin@aol.com
8. Education Background:

- a. High School
 

Name of School Miramar High Dates of Attendance 8/90 - 6/94
- b. Vocational School
 

Name of School \_\_\_\_\_ Dates of Attendance \_\_\_\_\_
- c. College
 

Name of College Univ. of S. Florida Dates of attendance 8/97 - 8/99

Degree obtained if any Bachelor of Science in Social Work

Please provide a copy of your Resume or CV along with this Application.

9. Community Service (attach additional sheets if necessary):
 

HoneyShine Mentoring Program

Dress For Success

Warrick Dunn Foundation

AP Ex Museum

10. Please state your qualifications for position sought (attach additional sheets if necessary):
 

I have volunteered with several organizations that addressed problems + opportunities facing women. I am a mentor for HoneyShine Mentoring Program helping to groom the next generation of women. I assisted the Warrick Dunn Foundation for helping mothers become Home owners.



## Alicia Melton

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3400 NW 196 Lane, Miami Gardens, FL 33056 • (678) 462-9794 • Email: [aliciatrevin@aol.com](mailto:aliciatrevin@aol.com)

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### PROFESSIONAL SUMMARY:

Coordinate programs with schools, local and national organizations. I have excellent organization and time management skills, energetic and self-motivated, highly committed to excellence. Possess event planning certification.

### HIGHLIGHTS OF QUALIFICATIONS:

- Excellent customer service skills, communicate well with diverse range of coworkers and clientele
- Creative thinker and problem solver, readily offer suggestions and solutions
- Competent, reliable and committed with a proven record of success in increasing levels of responsibility
- Skilled in working independently and solving problems while paying careful attention to detail
- Efficiently meet objectives and assignments; demonstrate solid work habits in all area of operations
- Skilled in public contact; establish rapport via email resourcefulness and self-confidence
- Strong time management skills; highly creative and intuitive problem solver
- Proven track record and outstanding reputation for initiative, ability to learn and adapt quickly with superior talent in establishing and building relationships
- Self motivated and skilled multi-tasker
- Decisive, personable, goal driven, able to build and nurture productive team
- Computer proficiency include Microsoft Applications, Lotus Notes, Outlook and Tessitura

**EDUCATION:** *University of South Florida—BACHELOR OF SCIENCE IN SOCIAL WORK*  
*Georgia Perimeter College—Event Coordination Certificate*

### PROFESSIONAL EXPERIENCE:

ADRIENNE ARSHT CENTER, MIAMI, FL 2010-Present

#### EDUCATION AND OUTREACH ASSISTANT

- Process vendor payment requests, report events at production meetings and coordinate all catering
- Manage and supervise volunteers, create Power Point presentations, coordinate workshops/master classes
- Coordinate festivals, prepare floor diagrams, and assist in implementing strategies for education/outreach
- Coordinate projects and programs for school based programs, community projects and performances

- Responsible for administration of department. Plan, schedule and administer office operations, oversee, data entry and general reporting
- Develop and prepare periodic reports, financial statements and records on program activities, progress status or other special reports for management and outside agencies and workshops and meetings
- Coordinate logistics, scheduling and participant communications. Prepare and assist in preparation of proposal for funding and/or funding contribution from outside sponsors

## **AILEYCAMP MIAMI, MIAMI, FL 2010**

### **ADMINISTRATOR**

- Developed routines, schedule and procedures for camp operations; coordinated general camp activities
- Served as the liaison between the camp, parents and major community partners
- Coordinated transportation for campers to camp and field trips
- Coordinated meals for campers
- Coordinated and distributed camp uniforms, reported individual campers counseling needs to Guidance Counselor
- Supervised interns and volunteers
- Processed payment requests for all camp related expenses
- Assisted Camp Director in camper recruitment, developed weekly schedules and final performance
- Responsible for overall administrative operation of AileyCamp Miami

## **METROPOLITAN LIFE INSURANCE COMPANY, ALPHARETTA, GA 2006-2008**

### **PENSIONS BENEFIT CONSULTANT**

- Primary MetLife contact for 100 corporate clients on all issues related to assigned pension plans
- Consulted with human resources departments regarding pension plan requirements
- Developed internal reporting formats and spreadsheets for team analysis
- Professionally led and participated in projects to improve processing efficiency
- Recorded and processed pension payments, adjustments and refunds
- Organized and coordinated lectures and webinars for Professional Women at MetLife organization

## **DEPARTMENT OF FAMILY AND CHILDREN SERVICES, ATLANTA, GA 2004-2005**

### **SOCIAL SERVICES CASE MANAGER**

- Assessed abuse allegations and safety risks for referred cases; determined a course of action for each case
- Coordinated and facilitated family and group conferences, family safety and resource team meeting
- Designed treatment plans to address risk and needs assessments for referred cases which included coordinating client services and referrals
- Prepared and presented case information and documentation to attorneys and courts in accordance with state review proceedings

## **DEKALB HOUSING AUTHORITY, DECATUR, GA 2001-2003**

### **HOUSING PROGRAM ADVISOR**

- Professional managed daily caseload of over eight hundred (800) clients
- Performed annual certifications to determine continued eligibility for Housing Choice Voucher Program
- Referred clients to appropriate community resources; coordinated/instructed tenant briefing seminars
- Assured client compliance with Housing & Urban Development regulations

**DEPARTMENT OF FAMILY AND CHILDREN SERVICES, ATLANTA, GA 1999-2001**

**FAMILY INDEPENDENT CASE MANAGER**

- Determined initial or continuing eligibility for social services program
- Interviewed and assessed applicants for public assistance to gather information pertinent to application
- Processed applications, using appropriate criteria and policies consistently and per established guidelines
- Researched and developed resources for families and/or applicants. Communicated with general public, internal customers and external customers; served as a information resource

**PC SKILLS:** Microsoft Applications, Outlook and Lotus Notes



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	October 26, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>		<b>1st Reading</b>		<b>2nd Reading</b>
		X	<b>Public Hearing:</b>		<b>Yes</b>	<b>No</b>	<b>Yes</b> <b>No</b>
						X	
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b>		<b>Yes</b>		<b>No</b>
							X
<b>Contract/P.O. Required:</b>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>		N/A		
		X					
<b>Strategic Plan Related</b>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>		<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>		
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>		N/A		
<b>Sponsor Name</b>	Vice Mayor Aaron Campbell Jr.		<b>Department:</b>		Mayor/Council		

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING VICE MAYOR AARON CAMPBELL JR'S APPOINTMENT OF SIMELA EUGENE TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A THREE (3) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

In accordance with the establishment of the Progressive Young Adult Advisory Committee, Vice Mayor Aaron Campbell Jr., hereby submits his appointee Simela Eugene for membership. This appointment will be for a three (3) year term and will expire October 26, 2014.

**Proposed Action:**

That the City Council approves Vice Mayor Campbell's appointment of Simela Eugene to the Progressive Young Adult Advisory Committee.

**Attachment:**

Board/Committee application and résumé.

**ITEM K-4) CONSENT AGENDA  
RESOLUTION  
Councilman Andre Williams board  
appointment**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING VICE MAYOR AARON CAMPBELL, JR.'S APPOINTMENT OF SIMELA EUGENE TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A THREE (3) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has created the Progressive Young Adult Advisory Committee ("the Committee"), and

WHEREAS, the Vice Mayor Aaron Campbell, Jr., and each member of the City Council has the right to appoint a member to the Committee, and

WHEREAS, Vice Mayor Campbell has appointed Simela Eugene to the Committee, and

WHEREAS, it is appropriate for the City Council to approve the appointment,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby confirms Vice Mayor Aaron Campbell appointment of Simela Eugene to the Progressive Young Adult Advisory Committee for a three (3) year term.

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

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

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SHIRLEY GIBSON, MAYOR

**ATTEST:**

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

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

SPONSORED BY: VICE MAYOR AARON CAMPBELL, JR.

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)



CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION

1515 NW 167th Street, Bldg. 5, Suite 200  
Miami Gardens, FL 33169

Phone No. 305-622-8000  
Fax No. 305-622-8001

- 1. Position sought: MGPYA Committee
  - 2. Name: Simelia Eugene
  - 3. Home Address: 3243 NW 205 Lane Miami Gardens  
(Please print) FL 33056
  - 4. Business Address: \_\_\_\_\_
  - 5. Employer (if self please state): Waveguide Communications
    - a. Job Title: Logistics Manager
    - b. Nature of business: Communication
  - 6. Home Phone No. 954-549-6014 Business Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_
  - 7. E-mail Address: simelia\_eugene@hotmail
  - 8. Education Background:
    - a. High School
      - Name of School Miami Central Dates of Attendance Class of 1998
    - b. Vocational School
      - Name of School \_\_\_\_\_ Dates of Attendance \_\_\_\_\_
    - c. College
      - Name of College Miami-Dade Dates of attendance Present
      - Degree obtained if any Education major
- Please provide a copy of your Resume or CV along with this Application.**
- 9. Community Service (attach additional sheets if necessary): N/A
  - 10. Please state your qualifications for position sought (attach additional sheets if necessary):  
See RESUME

11. Are you aware of any potential or real conflicts of interest that would prevent you from serving on a City board or committee? If so, please state the nature of the real or potential conflict:

N/A

12. Are you employed by the City? Yes \_\_\_ No

13. Are you employed by the Mayor or any of the Council members in their private capacities?

14. Are you a resident of the City? Yes  No

15. Do you own a business in the City? Yes \_\_\_ No

If yes, please state the name of the business: \_\_\_  
Is this business a vendor with the City Yes \_\_\_ No \_\_\_

16. Do you operate a business in the City? Yes \_\_\_ No

If yes, please state the name of the business: \_\_\_  
Is this business a vendor with the City Yes \_\_\_ No \_\_\_

17. Ethnic Origin:  
White Non-Hispanic \_\_\_ African American  Hispanic American \_\_\_ Other \_\_\_

18. If there are no vacancies for the board or committee position sought, I would also be interested in serving on the following board(s)/committee(s):

Second choice \_\_\_\_\_ Third choice \_\_\_\_\_  
Fourth choice \_\_\_\_\_ Fifth choice \_\_\_\_\_

I certify that the information contained in this Application is true and accurate.  
Signature [Signature] Date 9/28/11  
Applicant

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR

# Page 116 of 205

Simelia Eugene  
3243 NW 203 Lane  
Miami Gardens, Florida 33056  
954-549-6014  
Simelia\_eugene@hotmail.com

## TECHNICAL SKILLS:

Oracle, JD Edwards, Peachtree, Crunchtime, Vantive,  
Microsoft Excel, Power Point, Front Page, Word, Outlook, Publisher

## **Purchasing Agent Skills**

Highly motivated and resourceful candidate with 6+ years of significant experience in Supply Chain Management and inventory control (Procurement and Materials Management).

- Strategic Planning
- Inventory Control
- Analyze Data
- Manages large amounts of data
- Proficient in problem solving
- Detail orientated and organized

## **Professional Experience**

Waveguide Communications, Pompano Beach, FL February 2010 – Present

### **Purchasing & Logistics Manager**

- Bid for projects, facilitate the acquisition of goods for marine project
- Coordinate delivery of goods/materials with freight forwarder via air, ground, ocean freight at the most economical means
- Reconcile sales orders/purchase orders
- Manage/Control warehouse inventory

Citrix Systems, Cypress Creek, FL August 2008 – March 2009

### **Order Management Specialist**

- Accurately entered all purchase orders and manual billing forms into the SAP ERM system for fulfillment and invoicing of orders.
- Analyzed all orders to ensure that the information on the purchase order is complete.
- Liaison between Education Department and Supply Chain department.

Waveguide Communications, Pompano Beach, FL April 2008 – June 2008

### **Assistant Buyer**

# Page 117 of 205

Simelia Eugene  
3243 NW 203 Lane  
Miami Gardens, Florida 33056  
954-549-6014  
Simelia\_eugene@hotmail.com

- Obtained oral and written price quotes from vendors
- Compared quotes with the specifications and availability of items
- Organized, updated, and retained product information files and purchase order records
- Prepared purchase orders through a computerized system and placed orders for the purchase of goods and services
- Interviewed vendors and evaluates their products and capabilities as a supplier

Royal Caribbean International, Miami, FL Sept. 2004 – Feb. 2008

## **Purchasing Agent II**

- Made sound judgment in researching and analyzed when outsourcing goods outside the contracted market
- Made timely decisions regarding shipboard food cost and strategic sourcing for provisions.
- Communicated effectively orally and in writing with ship board operation and shore side operation
- Created and maintained ordering & storing schedules for assigned vessels in conjunction with Logistics Center Master Load Schedule.
- Daily/weekly transmissions for RCCL and Celebrity Vessels to distribute ship-to-shore provisions requisitions were processed.
- Processed and kept track of an estimated 700 orders weekly for RCCL & Celebrity vessels.
- Confirmed invoice and price negotiations up to 25K
- Vendor & vessel invoice resolution and item discrepancy, pricing, & scheduling
- Processed coding of inventory receiving documents in Crunchtime (Oracle) database.
- Processed food and beverage and hotel supplies analysis and report discrepancies to ship board Inventory Manager.
- Responded to and guided the recovery in emergency situations Fleet-Wide: Lost containers, shorted items, emergency recovery of food and beverage items, and special guest requests and needs.
- Assisted with Supply Chain & Logistics department hurricane emergency preparation plan and procedures.

E. Merilas Corporate Landscaping Services Inc., Miami, Fl Aug. 2004 – Aug. 2006

## **Staff Accountant**

- Reviewed, coding and entered expense reports
- Processed payments

# Page 118 of 205

Simelia Eugene  
3243 NW 203 Lane  
Miami Gardens, Florida 33056  
954-549-6014

Simelia\_eugene@hotmail.com

- Prepared general ledger journal entries
- Reconciled balance sheet accounts quarterly or as needed
- Compiled data for monthly, quarterly, and annual reports
- Maintained computerize G/L accounts & financial formats
- Assisted in preparation of financial statements
- Compiled month-end close information for outside CPA review

American Express Travel Related Services, Plantation, FL Aug. 1999 – Aug. 2004

## **Claims: Dispute & Resolution**

- Handled incoming correspondence from

## **Customer Service Representative**

- Provided prompt and efficient handling of incoming telephone inquiries form customers

## **Quality Assurance**

- Monitor selected calls ensuring that representatives are in compliance with company's policies and procedure.

## EDUCATION:

Miami Dade College  
January 2009-Present  
AA Teaching Secondary August 2010

## TRAINING:

Seafood Commodity -8 hrs  
Wine & Spirits Commodity- 8 hrs  
Dry Food Commodity- 8 hrs  
Produce & Dairy Commodity - 8 hrs  
Delegating for Results- 8hrs  
Supply Chain Management- 8hrs  
Customer Service-8hrs  
Business Writing Skills- 16hrs  
Listening Skills -8 hrs  
Presentation Skills- 16 hrs  
Negotiation Skills- 24hrs



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	October 26, 2011		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X	<b>Public Hearing:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</b>
					X		
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	N/A			
<b>Sponsor Name</b>	Councilman André Williams		<b>Department:</b>	Mayor/Council			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING COUNCILMAN ANDRÉ WILLIAMS RE-APPOINTMENT OF LATOYA EVANS TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A TWO (2) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

In accordance with the establishment of the Progressive Young Adult Advisory Committee, Councilman André Williams, hereby submits his appointee LaToya Evans for membership. This appointment will be for a two (2) year term and will expire October 26, 2013.

**Proposed Action:**

That the City Council approves Councilman André Williams re-appointment of LaToya Evans to the Progressive Young Adult Advisory Committee.

**Attachment:**

Board/Committee application and résumé.

**ITEM K-5) CONSENT AGENDA  
RESOLUTION  
Councilman Andre Williams board appointment**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING COUNCILMAN ANDRÉ WILLIAMS' RE-APPOINTMENT OF LATOYA EVANS TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A TWO (2) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has created the Progressive Young Adult Advisory Committee ("the Committee"), and

WHEREAS, the Councilman André Williams and each member of the City Council has the right to appoint a member to the Committee, and

WHEREAS, Councilman Williams has re-appointed LaToya Evans to the Committee, and

WHEREAS, it is appropriate for the City Council to approve the re-appointment,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby confirms the re-appointment of LaToya Evans to the Progressive Young Adult Advisory Committee for a two (2) year term.

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

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

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SHIRLEY GIBSON, MAYOR

**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: COUNCILMAN ANDRÉ WILLIAMS

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)



**City of Miami Gardens  
Agenda Cover Memo**

<b>Council Meeting Date:</b>	October 26, 2011		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>
<b>Funding Source:</b>	<b>Miami Dade Building Better Communities General Obligation Bond Funds</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<b>Call to Artists: Betty T. Ferguson Recreational Complex Amphitheater</b>		
	X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b> Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>		
		X				
<b>Sponsor Name</b>	<b>Dr. Danny Crew, City Manager</b>		<b>Department:</b>	<b>Capital Improvement Projects</b>		

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, COMMISSIONING THE SERVICES OF PROFESSIONAL ARTIST ROBERT MCKNIGHT IN THE AMOUNT OF ELEVEN THOUSAND (\$11,000.00) TO IMPLEMENT THE PUBLIC ART DESIGN CONCEPT, *CURTAIN CALL*, AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; 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:**

**ITEM K-6) CONSENT AGENDA  
RESOLUTION  
Public Art Design Concept,  
Curtain Call**

## Background

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 Gardens Community Center (aka Betty T. Ferguson Recreational Complex, the City must allocate 1.5% of the eligible project construction and design costs to integrate public art at this facility.

## Current Situation

Call to Artists: Betty T. Ferguson Recreational Complex Amphitheater 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 Manger met on June 6, 2011 to review the fifteen (15) proposals received. During this meeting the committee shortlisted four (4) proposals for further development. On September 7, 2011, the shortlisted artists presented design concepts to the committee. After much consideration, the committee recommends award to Robert McKnight for final commission of his work of art *Curtain Call* at the Betty T. Ferguson Recreational Complex Amphitheater.

Total allocation for this Project	\$15,000
Administration, future maintenance, four shortlisted artists design concepts fees	- <u>\$4,000</u>
Implementation of recommended art work	\$11,000

The commissioning of Robert McKnight to implement the attached proposed artwork design concept *Curtain Call* in the contract sum of \$11,000 will provide a functional, professional work of visual public art in the amphitheater area located at the Betty T. Ferguson Recreational Complex, beautifying the facility for all to appreciate. Additionally, the commission of Robert McKnight and the implementation of his work of art, *Curtain Call*, 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 Robert McKnight in the contract sum of \$11,000 to implement public art design concept *Curtain Call* at the Betty T. Ferguson Recreational Complex Amphitheater.

### **Attachment:**

Attachment A – Art in Public Places Design Concept Proposal, presented by Robert McKnight  
Attachment B – Art in Public Places Artwork Warranty Proposal, provided by Robert McKnight  
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 ROBERT MCKNIGHT IN THE AMOUNT OF  
6 ELEVEN THOUSAND (\$11,000.00) TO IMPLEMENT THE PUBLIC ART  
7 DESIGN CONCEPT, *CURTAIN CALL*, AT THE BETTY T. FERGUSON  
8 RECREATIONAL COMPLEX; AUTHORIZING THE CITY MANAGER AND  
9 THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT  
10 CERTAIN AGREEMENT ATTACHED HERETO AS EXHIBIT "A", FOR  
11 THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY  
12 CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;  
13 PROVIDING FOR AN EFFECTIVE DATE.  
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15 WHEREAS, in accordance with Section 20-204 of the City's Code of Ordinances,  
16 as well as the Building Better Communities General Obligation Bond for the Betty T.  
17 Ferguson Recreational Complex ("Complex"), the City is required to allocate 1.5% of  
18 project construction and design costs to integrate public art at the facility, and

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

20 WHEREAS, on June 6, 2011, a committee appointed by the City Manager met to  
21 review the fifteen (15) proposals received, and

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

23 WHEREAS, on September 6, 2011, the shortlisted artists presented design  
24 concepts, and the City Manager recommends that the City Council awards the  
25 commission to Robert McKnight for the design concept, *Curtain Call* to be displayed at  
26 the Complex, and

27 WHEREAS, the total cost for implementing the final work of art will be Eleven  
28 Thousand Dollars (\$11,000.00),

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

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

34 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
35 hereby commissions the services of professional artist Robert McKnight in the amount  
36 of Eleven Thousand Dollars (\$11,000.00) to implement the public art design concept,  
37 *Curtain Call*, at the Betty T. Ferguson Recreational Complex. The City Council further  
38 authorizes the City Manager and the City Clerk to execute and attest, respectively that  
39 certain Agreement attached hereto as Exhibit "A", for this purpose.

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

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

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

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**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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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  
ROBERT MCKNIGHT  
FOR  
PHASE I – DESIGN SERVICES  
&  
PHASE II – FABRICATION & INSTALLATION SERVICES  
FOR THE  
BETTY T. FERGUSON RECREATIONAL COMPLEX AMPHITHEATER**

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 Robert McKnight 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 Betty T. Ferguson Recreational Complex Amphitheater, 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 CPZ Architects, Inc., 4316 West Broward Blvd., Plantation, FL 33317, contracted by the City of Miami Gardens for the new Betty T. Ferguson Recreational Complex Amphitheater (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 Robert McKnight. 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 Ballerena Construction, a business entity selected and contracted by the City of Miami Gardens to implement the construction of the new Betty T. Ferguson Recreational Complex Amphitheater.

**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 Betty T. Ferguson Recreational Complex Amphitheater located in the vicinity of at 3041 NW 196<sup>th</sup> Lane, 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 mosaic for the 2,600 square foot Amphitheater, for which functionality and durability in an outdoor, harsh-weather environment shall be of the utmost importance. It is required that the mosaic be installed avoiding and life-safety switches, outlets, lighting, fire alarm pull-boxes and alarm devices. It is preferred that the mosaic be installed on the approximately 2 ft. high x 66 ft. wide front face of its stage platform for ease of installation and maintenance. The Artist may wish to consider the aesthetic qualities of the MiMo influenced architecture of the center.

## 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 **\$11,000.00** 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 30, 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 \$6,000.00.**
- 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 Betty T. Ferguson Recreational Complex Amphitheater 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 permittable 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 Betty T. Ferguson Recreational Complex Amphitheater. 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 167<sup>th</sup> 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:

If to the City:

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

If to the Artist:

Robert McKnight  
5005 N. Miami Ave.  
Miami, FL 33127

With a copy to :

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

**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

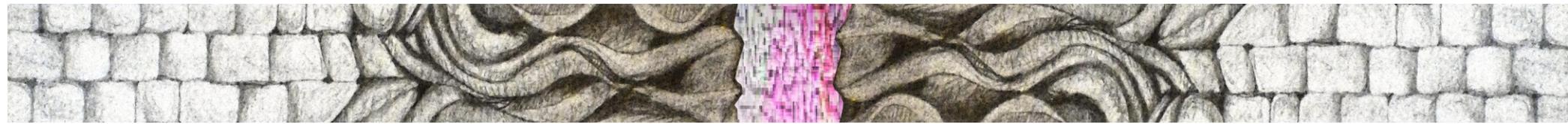
Public Art Proposal  
for  
The City of  
Miami Gardens

**BETTY T. FERGUSON  
RECREATIONAL COMPLEX  
AMPHITHEATER**

**CURTAIN CALL**

ROBERT MCKNIGHT  
5005 N. Miami Ave.  
Miami , Fla. 33127  
786-260-2973

[www.mcknightfineart.com](http://www.mcknightfineart.com)



Curtain Call



Amphitheater w/ CURTAIN CALL

**Robert McKnight  
5005 N. Miami Ave  
Miami, Florida 33127**

In reference to the work **CURTIN CALL** to be created at: City of Miami  
Gardens

Betty T. Ferguson Recreational Complex Amphitheatre  
3000 NW 199 Street.

I, Robert McKnight the artist will guarantee the workmanship of the sculpted replicated blocks, the sculpted curtain and Mosaic tile. The artist will be responsible for any repairs up to and including cracking, breakage, tiles falling out, colors fading and all workmanship related issues for a period of two years from the completion of the contract, upon acceptance by the City of Miami Gardens.

The artist will seal the work with a semi gloss UV concrete sealer, which the artist will give the city the manufacture's warranty information and assist as a go between the City and the manufacturer during the two year period. I will not be responsible for any problems or incidents related to the sealer after the two year workmanship guarantee ends.

No incidents of vandalism will be covered under this agreement. These incidents will be determined through surveillance evidence and the determination of the city staff and the artist

## Staff Monthly Report Sep – Oct 2011

### CITY MANAGER

- Attended a FDOT Briefing Session on their 5-year work plan.
- Met with City Hall architect regarding acoustics and City Hall Furniture and built-ins.
- Attended BTF Amphitheatre Ribbon cutting ceremony.
- Met with owners of property near City Hall site to secure a donation of the entry road property.
- Met with DR Horton regarding outstanding development issues.
- Worked on final budget document to be sent to the Governmental Finance Officers Association.

### FINANCE DEPARTMENT (Patty Varney)

Below is a list of tasks the department achieved from September 14 to October 14, 2011.

1. Finalized the FY 2012 budget document.
2. Filed and certified all required documents to Dade County Property Appraiser Office and the State of Florida, Department of Revenue for FY 2012 millage rate.
3. Finalized GASB 45 – Other post Employment Benefits liability and final report issued in early October.
4. Issued preliminary deadline schedule for staff and department heads with regard to FY 2011 year-end closing.
5. The Department has filed for 6 grant reimbursements totaling \$499,757 from September 15 to October 14, 2011

As of September 2011, the City has total investments in the amount of \$8,113,425. Of this amount, \$7,996,898 is with Wachovia which is available cash to fund for the operating expenses earning 0.25%. The City still has approximately \$59,859 in market value with the State Board of Administration and \$56,666 in tax certificates with Dade County.

## HUMAN RESOURCES (Taren Kinglee)

- Hosted Employee Passport to Health Fair at the B.T. Ferguson Recreation Complex. One hundred and ninety employees participated in the fair.
- Completed new fiscal year procedures to process adjustments to positions, salaries and benefits per approved budget.
- Staff attended health insurance provider’s advisory committee meeting.
- Accident Review Committee held several review meetings.
- Consultation with outside council through Florida League of City regarding pending litigations including deposition for cases.
- Responded to several public records request.
- Held several meetings with department supervisors regarding recruitment, discipline and performance management. Developed job descriptions, administered benefits, responded to salary/benefit surveys, etc.

Monthly Statistics FY-11	Oct-Nov	Nov-Dec	Dec-Jan	Jan-Feb	Feb-Mar	Mar-Apr	Apr-May	May-Jun	Jun-Jul	Jul-Aug	Aug-Sep
Applications/ resumes received	240	157	152	92	183	146	90	71	40	166	516
Positions Advertised	6	2	4	3	4	2	1	0	2	1	5
Interviews Conducted	18	44	9	39	15	42	9	9	4	26	3
Pre-employ Physicals	15	5	4	1	3	22	11	13	14	8	4
Background/ Reference Checks	18	3	3	14	9	3	6	250	24	13	13
New Hires	8	5	3	4	1	3	4	5PT	1/1PT	2	1
Workers Comp Claims	22	26	19	15	8	29	36	23	30	34	22
Exit Interviews	2	2	1	0	0	1	0	0	2	1	3
Promotions	0	0	0	4	1	1	0	3	0	0	0

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

### **MAJOR INITIATIVES MANAGED**

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

- Worked with ATS engineers to expedite re-installation of MG 25 and the removal of MG 14

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

- Coordinated Board Meeting
- Completed state annual reporting
- Worked with Executive director to organize principal’s meeting
- Worked with board on coordinating charity event and website

## **Building and Code Compliance**

- Special Event Coordination:
  - Nigerian Day Parade
  - Carnival Week Events
  - Red ribbon Week

## **Police Department**

- Revised North Miami Beach Interlocal agreement for police services proposal
- Byrne Grant
- Data Gathering:
  - Diversity statistics
  - Analysis of offenders in City
  - City Hall Planning

## **MISCELLANEOUS**

- Communications Forum
- Grant proposal in partnership with Jessie Trice for construction of CMG Senior Center

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

- Building Permit Amnesty

## **EXTERNAL MEETINGS**

- Carnival 2011
- Miami Gardens Excellence in Education 501 c 3 Board meeting
- Richard Allen Leadership Academy

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

### **Police Department Staff**

TOTAL BUDGETED POSITIONS: 259

TOTAL HIRED TO DATE: 249

- 1 Chief
- 1 Deputy Chief
- 3 Majors
- 8 Captains (1 vacant position)
- 28 Sergeants
- 153 Police Officers (6 vacant position)
- 10 Community Service Aides (1 vacant position)
- 15 Telecommunications Operators (1 vacant position)
- 2 Telecommunications Supervisors
- 1 Telecommunications Manager
- 1 Records Supervisor
- 4 Records Clerks
- 1 Executive Secretary

- 4 Administrative Assistants
- 2 Property Control Officers
- 1 Facilities Manager
- 1 Custodian
- 1 Management Analyst
- 2 Crime Analysts (1 vacant position)
- 3 Administrative Analysts
- 1 Investigative Assistant
- 1 Crime Scene Supervisor
- 5 Crime Scene Technicians

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

**ARRESTS:**

- FELONY 54
- MISDEMEANOR 187
- TRAFFIC 370
- DUI 3
- WARRANT 29

**TOTAL ARREST 643**

**CITATIONS:**

- MOVING 508
- NON-MOVING 772
- PARKING 196

**TOTAL 1476**

**FIELD INTERVIEW CARDS 1203**

**TOTAL CALLS RESPONDED TO 5827**

**REPORTS WRITTEN 1596**

**TRAFFIC CRASHES 233**

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

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

<u>274</u>	- Property Receipts Processed
<u>07</u>	- Property Receipts Rejected
<u>06</u>	- Property Released
<u>37</u>	- Property out to Lab

0 - Property to be Disposed  
07 - Lab Runs to MDPD  
\$1,913 - Cash Impounded  
14 - Firearms Impounded \*not counting CSI direct delivered to lab.

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

Reports Processed 1,762 / Walkup Requests at Window 814 / Mail Logged In 401 / Fingerprints 28 / Background Checks 82 / Total Revenue Collected \$132,120.

**Number of calls received by dispatch:**

CAD Calls = 10,894 / Administrative Phone Calls = 12,438/ FCIC Entries = 247 /

**Court Liaison and Off-Duty**

32 subpoenas stamped and placed in the officers' mailboxes.  
522 off duty personnel processed and entered into Eden for payroll processing.  
3 off duty vendor requests processed.  
74 dispositions stamped and placed in the officers' mailboxes.

**The monthly activity for the Investigations Division for the month of September 2011 is as follows:**

**Arrests – Total: 248**

Felonies –	109
Misdemeanor –	97
Truants Returned-	0
U.S. Currency Seized –	\$137.00
Vehicles Recovered –	19
Vehicles Recovered Value-	\$257,000.00
Vehicles Processed-	4
Property Recovered Value-	\$900.00
Firearms Seized –	12
Search Warrants	14

**Total Cases Assigned**    378        **Closed**    182        **Rate**    48.15%

**Scenes Processed by Crime Scene Investigations Unit-**    95

**SCHOOL CROSSING GUARDS (CHERISE ASBERRY)**

**Meetings Attended:**

- Director's Mtg.-
- Department Mtg. w/ Renee Crichton- **Sept. 27, 2011**
- SCG Employee Staff Mtg – **Sept. 30, 2011**

- Agenda Review/ Staff Meeting-
- CTST Meeting- Meeting Cancelled
- Budget Meeting – **Sept. 28, 2011**
- Meeting at North County Elementary –**Sept. 16, 2011**

### **Meetings Scheduled:**

- CTST – **November 7, 2011**
- SCG Staff Meeting – **October 19, 2011**

### **Misc: Upcoming Activities**

- Participated in the **Employee Passport to Health Fair- Sept. 21, 2011**  
The SCG Supervisors gave out safety material and bicycle helmets at this event.
- **International Walk to School Day- Oct. 5, 2011** at Norwood Elementary School.  
This is an annual event encouraged student to walk to school safely and re-enforce traffic safety procedures.

### **Employee Incident Reports:**

- **Total:**

**Terminations: 0 Resignations: 2 New Hires: 0**

## **CAPITAL IMPROVEMENT PROJECTS (BRANDON DECARO)**

### **Administration Items:**

- V. Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds into appropriate active project. Letter requesting GOB transfer was sent by the City Manager. County requested additional information and a revised letters have been issued. City staff issued another letter directing the County regarding requested value for each of the new GOB Contracts. City & County staff met on 9/15/10 to resolve issues for the new contracts. The GOB contract exhibit for the next phase for the Betty T. Ferguson Center was filled out and returned to the County on 3/25/11. **The new contract for the B.T.F. Center has been executed. The contracts for the other selected parks projects are still pending.**
- V Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds for the FF&E for the MG Community Center. Additional information was submitted to the County on 4/13/10. County distributed proposed contract to City with some unacceptable terms. Meeting with Commissioner Jordan was held on 5/25/10 to resolve contract issues. New GOB contract was approved by the City Council during the June 23<sup>rd</sup> meeting. The new GOB contract has been executed by the City and County. The 1<sup>st</sup> reimbursement payment for the Community Center FF&E was received in August, 2010. The 2<sup>nd</sup> reimbursement package was delivered to County staff on 10/05/10. The City has received the payment for the 3<sup>rd</sup> reimbursement package. **The forth FF&E reimbursement package was delivered to County staff on 6/03/11. The payment for the reimbursement package is pending.**

## **Art in Public Places (AIPP):**

- Miami-Dade County AIPP Staff submitted a proposal for assisting the City with the implementation of AIPP at Miami Gardens Community Center. Staff met to discuss terms of the proposal on 11/23/09. Revised proposal was submitted by County on 11/30/09. An agenda item was approved by the City Council at the meeting on 01/13/10.
- Acceptance Letter mailed to Miami-Dade County AIPP on 05/03/10.
- The Miami Gardens AIPP Ordinance was adopted during the City Council Meeting on 09/08/10.
- While the review of an Art in Public Places Advisory Committee is a requirement of the proposed AIPP Ordinance, due to the inability to form said committee within the necessary time frame a resolution was passed during the 09/22/10 Council Meeting allowing for the waiver at Miami Gardens Community Center Amphitheatre and Miami Carol City Park Recreation Building.
- The Licensing Agreement for the CAFÉ System for the extension of “Calls for Artists” was executed on 03/14/11. CAFÉ System was set-up for “Calls” for three projects on 03/29/11.

## **Miami Gardens Community Center (MGCC): Design Phase – Christina Goetzman**

- Kick-off meeting with Miami-Dade County AIPP staff for AIPP implementation at Betty T. Ferguson Community Center took place on 05/27/10. Site visit with artists conducted on 7/07/10.
- AIPP applications for Miami Gardens Community Center Phase I were submitted to Miami-Dade County on 7/23/10. City Staff attended the initial PAC meeting on 09/17/10, where five artists were shortlisted to develop proposals for the Public Art. The Artists’ Project Orientation Meeting took place at the site on 09/28/10.
- The 2<sup>nd</sup> PAC meeting took place on 11/18/10, where a final artist was selected to be presented before Council for approval. Resolution #2011-13-1406 was passed during the 01/26/11 Council Meeting. The AIPP Professional Artist Services Agreement was executed on 03/14/11.
- The Final Design was submitted to the CIP on 06/19/11. Building Department approval was obtained on 06/21/11.
- **The Artist received 3 bids for the fabrication & installation which were all more than the budget. An alternate fabrication that will be within the budget is being designed.**

## **Miami Gardens Community Center Amphitheatre: Design Phase – Christina Goetzman**

- Discussions with the Department of Parks and Recreation have taken place pertaining to Public Art to be implemented at Miami Gardens Community Center Amphitheatre. It is preferred that a mosaic is implemented on the face of the stage platform at the Amphitheatre.
- The AIPP budget for the Amphitheatre is \$15,000.00.
- The Amphitheatre AIPP “Call for Artists” was extended on 04/01/11 via CAFÉ System & the Miami Herald. The deadline for Artist applications was 04/30/11 & 15 applications were received.
- Applications were reviewed for qualifications and four artists were shortlisted on 06/06/11 to provided proposals to the City. The relative Artist Proposal Agreement was approved by the City Attorney’s Office for legal sufficiency & the agreements were forwarded to each artist.
- The Artist’s Project Orientation meeting was held on 08/15/11. The four shortlisted artists presented their proposals on 09/07/11 to the AIPP Committee.
- **The final artist commission contract has been reviewed and approved by the City Attorney’s Office for legal sufficiency. The recommended artist will be presented to the City Council for approval during the meeting on 10/26/11.**

### **Miami Carol City Park: Design Phase – Christina Goetzman**

- Discussions with the Department of Parks and Recreation took place pertaining to Public Art to be implemented at Miami Carol City Park Recreation Building. It was decided that a mural be implemented in the breezeway of the Recreation Building.
- The AIPP budget for the Miami Carol City Park Recreation Building is \$15,058.85.
- The Miami Carol City Park Recreation Building AIPP project “Call for Artists” was extended on 04/01/11 via CAFÉ System online and the Miami Herald. The deadline for Artist applications was 04/30/11 and 30 applications were received.
- Applications were reviewed for qualifications and four artists were shortlisted on 06/06/11 to provided proposals to the City. The relative Artist Proposal Agreement was approved by City Attorney’s Office for legal sufficiency. The agreements were forwarded to each artist for execution.
- The Artist’s Project Orientation meeting was held on 08/15/11. The four shortlisted artists presented their proposals on 09/06/11.
- **The final artist commission contract has been reviewed and approved by the City Attorney’s Office for legal sufficiency. The recommended artist was approved by the City Council during the meeting on 10/12/11.**

## **CAPITAL IMPROVEMENT PROJECTS:**

### **New City Hall & PD Building: Design Phase 80% – Brandan DeCaro & Anthony Smith**

- Preliminary Program and cost estimate reviewed by CIP Director and City Manager.
- Review of Space Allocation & Building Program occurred 09/14/09, 09/15/09 & 9/16/09.
- Miami Garden's staff met with the Developer, Contractor and Architect on 8/13/09 to discuss the program for the proposed Town Center Project. The project will include the New City Hall, Police Department Building and Parking Garage.
- All staff comments received & incorporated into building program. The revised program was provided to the developer on 09/24/09. Coordination Meetings with Developers Team on 10/09/09 & 10/15/09.
- The building programs were review, & revised with the City Manager, Deputy & Assistant Managers.
- City Council Workshop held on 11/18/09 for proposed City Hall and new Police Building.
- City Planning Concept presentation was given during the 4/14/10 City Council Meeting.
- City Council approved preparation of RFP for construction of City Hall and development of City Center during 4/28/10 meeting.
- The Criteria for the RFP was completed and delivered to the City Manager on 6/18/10. There was one response for the RFP which is being reviewed by the City Manager.
- The A/E Professional Services proposal was approved during the 7/28/10 Council Meeting.
- City Staff met with the A/E firm, URS Corporation from 8/15/10 to 8/18/10 to validate the preliminary Program & special requirements for the City Hall, PD Building & Garage.
- City staff had meetings with the A/E on 9/13/10 & 9/14/10 to develop parking needs & special relationships for the New City Hall & PD Building.
- URS completed the survey for the existing furniture at City Hall & the PD Building.
- The City Council approved the developer's proposal during the Council Meeting on 12/01/10. The Developers pre-construction services contract was signed December 2010.
- The Architect's preliminary Schematic Design is being revised to include City staff comments and cost reduction ideas. The Schematic Design drawings, that were due on 2/04/11, were submitted late by the A/E and rejected by City staff.
- The Schematic Design was resubmitted on 2/25/11 and reviewed by all City Department Directors. Comments were distributed to the A/E to make revisions to all floor plans.
- The Schematic Design was conditionally approved by the City on 3/25/11.
- The preliminary Construction Estimate has been performed by the Development Team. The estimate revealed that the preliminary schematic design was over budget.

- The development team performed the final Schematic Design estimate based on the 2/25/11 submittal from the A/E. The estimated cost for the facility is just over \$40,000,000 which is more than \$2,000,000 less than the previous estimate.
- The Design Development (DD) drawings were submitted on 4/25/11 and City staff reviewed the drawings and provided comments. The DD package was conditional approved by the City on 5/19/11. The DD drawings and specifications were revised and they were submitted to the contractors on 5/20/11 to develop the DD estimate. The estimate was submitted on 6/10/11. The estimate was revised and completed on 6/27/11. The cost estimate for the Earthwork Package is \$2,280,573. The cost estimate for the buildings is \$41,363,977 including all permit fees.
- The Tree Relocation/Removal package was advertised for bids on 4/14/11.
- The award notice for the Tree Relocation package was issued to the contractor on 5/6/11.
- The DERM Tree Permit was issued on 5/10/11.
- The kick-off meeting for the Tree Relocation/Removal package was held on 5/12/11.
- The tree contractor started the preparation of the trees for the tree relocation on 5/18/11.
- The tree contractor started the relocation of Palm Trees to the various park sites on 6/9/11. The relocation for all existing trees was completed by 7/22/11.
- Punch List was issued to tree contractor on 7/26/11.
- DERM conducted an inspection on 8/9/11. **DERM will now release the City's cash bond since the contractor has replaced the identified dead palm trees.**
- The Demolition Package has been reviewed by DERM and the MG Building Department.
- The bid advertisement for the Demolition Package was 5/20/11 & bids were received on 6/10/11.
- The lowest Demolition bid was approved by the City Council during the Meeting on 07/13/11.
- The Demolition Kick-off meeting was held on 7/19/11.
- Notice to Proceed (NTP) to the Demolition contractor was issued on 7/25/11.
- **The Demolition of the old Wachovia bank building and site achieved Substantial Completion on 9/20/11. The Punch List was issued to the contractor on 9/20/11.**
- **The Final Inspection of the demolition site work was approved on 10/7/11.**
- **The Final Completion for the demolition work, including all close-out documents, is scheduled for 10/20/11.**
- The Earthwork Package was reviewed by city staff, the Building Department and Public Works.
- The Earthwork Package was approved by North Miami Beach for the water & sewer service.
- The Earthwork Package was submitted to DERM in June 2011 and comments were received on 7/5/11. The City staff and the A/E addressed the comments and resubmitted to DERM.
- The Earthwork Package was submitted to Miami-Dade Fire on 7/5/11.

- The water review for the Earthwork Package has been approved by Miami-Dade Fire.
- City staff and the A/E addressed comments on the sewer, water, and drainage reviews.
- The Earthwork Package was submitted to Health Department on 9/1/11. **The Earthwork Package has been approved by the Health Department.**
- **The separate water review, sewer review and the storm drainage review for the Earthwork Package was approved by DERM in October 2011.**
- **The site plan review for the Earthwork Package has been approved by Miami-Dade Fire.**
- **The full Earthwork Permit Package was submitted to the Miami-Dade Building Dept. to be forwarded to M-D Fire on 10/14/11. The Fire Department approval was received on 10/18/11.**
- **The full Earthwork Permit Package was submitted to the Miami-Dade Building Dept. & sent to DERM on 10/18/11. M-D County approval is expected by 10/21/11.**
- The RFP (Request for Proposal) for the Construction Management and GMP (Guaranteed Maximum Price) for the Earthwork Package was advertised on 7/7/11.
- Pre-Proposal Conference with the contractors was held on 7/21/11.
- Five (5) addendums to the RFP were issued to address RFI's from the contractors.
- Proposal for the RFP and Earthwork Package GMP 1 were submitted on 8/19/11. Staff reviewed the proposals and short-listed the three highest ranked contractors.
- The RFP Oral Presentation for the short-list firms was held on 8/30/11. Skanska was the firm recommended by staff and approved during the City Council meeting on 9/14/11.
- **Notice to Proceed (NTP) for the Earthwork Package was issued to Skanska on 10/11/11.**
- **The Pre-construction/kick-off meeting was held with Skanska on 10/18/11.**
- **The Contractor will start construction work on the site within 10 calendar days of the NTP.**
- The A/E submitted the 80% Construction Documents (CD's) to the City for review on 8/12/11. The 80% CD's were reviewed by the CIP staff, the Building Department and Public Works. The review comments were incorporated into the CD's.
- **The 80% CD's were transmitted to Skanska on 9/29/11 to develop GMP 2.**
- **The A/E delivered the 100% CD's to the City on 10/17/11 to begin the MG Building Department, Public Works and staff reviews.**

### **Police Building Major Interiors Construction: Close-out Phase – Jimmie Allen**

- The Building Department has not issued the Final Certificate of Occupancy (CO) for all of the work under Miami Skylines Contract. Miami Skylines was advised during the meeting of 11/9/10 to re-initiate the process so that the CMG Building Department can begin to process the CO.

- Miami Skyline has submitted all documentation for closing the Permits for the project to the CMG Building Department on 7/01/11. The Building Departments issuing of the Certificate of Occupancy (CO) is pending. A Letter of acceptance was received by the CMG and placed in the Permit File for the Project regarding “As Built” drawings.
- **Payment documentation has been received. City Staff has prepared the final resolution to release payment to the contractor. Final resolution on difference of the amount due and amount available to release to the contractor is pending.**

**Fueling Facility & Storm Drainage: Construction Document Phase 85% – Jimmie Allen (The project is currently “On Hold” so no further action is being taken at this time.)**

- WASD and DERM review for original scope completed June 2009.
- A/E responded to the three environmental concerns from DERM. Portion of new storm drainage system will have to be re-designed as a result of DERM review.
- A/E has provided fee proposals for revising the scope of the work for storm drainage.
- The Report of the testing submitted to DERM was responded to 1/20/10. Two letters were forwarded reflecting the status of the review with conditions. The City will be required to issue to DERM within 60 days a mitigation plan along with additional testing specified in their letters dated June 19, 2009 and January 11, 2010. DERM has briefly indicated that the drainage portion of the project can run concurrently with the required clean up of the contaminated soil on site.
- City Staff prepared a letter for the City Manager, which was sent to DERM on 3/05/10. The City would prefer to conduct the additional testing required by DERM before proceeding with the removal of the contaminated soil. DERM accepted the response from the City on 3/09/10.
- Purchase Order was issued and the sampling conducted the week of 4/15/10.
- On 4/16/10, URS the consultant provided preliminary findings for staff review resulting from the recent testing performed. Additional sampling will be taken due to the negative test results and this will require a time extension from DERM.
- The Environmental Assessment Report Addendum was prepared for the additional contaminant assessment required by DERM. The Addendum was submitted to DERM on 5/11/10.
- The City received the DERM response for the recent submittal related to the environmental testing conducted in May, 2010. DERM has requested more additional testing of the soil & ground water. The additional testing was completed the week of 8/30/10.
- Supplemental additional testing and sampling was required by DERM and was completed during the week of 8/30/10. The final results have been completed and the report was submitted to DERM on 10/14/10. DERM provided a response for the last submittal on 12/10/10.
- Meeting with DERM was held on 1/26/11 to address issues with the mitigation requirements for ground water contamination & Pesticide contamination source removal.

- The result of the meeting was that DERM identified that the letter was inaccurately stated and a new letter will be furnished to clarify the DERM requirements. The City was granted a time extension to provide a response along with a proposed action plan for the mitigation design and source removal operations.
- Several additional test samplings were discussed and will be clarified in the revised letter from DERM. The request will be for the City's consultant to establish the outer limits of the potential migration of the contamination plume.
- DERMS most recent response to the City has additional tests requested. A meeting was held with DERM on 5/25/11 to discuss the additional testing that was requested by DERM to minimize the requirements. Staff will be recommending that no additional testing should be done until the City is ready to proceed with the storm drainage project.
- URS submitted spreadsheet with all costs associated for the project so the City can decide how to move forward with the various aspects of the project. The City will defer the redesign for the Fueling Facility until the issues with the contaminated soil removal have been resolved.
- Further work for testing and action with regard to this project has been placed on hold indefinitely.

**Miami Gardens Community Center (MGCC): Warranty Period ended January 22, 2011 – J. Allen**

- The Building Department issued the Temporary Certificate of Occupancy (TCO) on 8/02/10. **The CO is being finalized & documentation to close the project is anticipated shortly from the CMG Building Department.**
- Final Plat Completed and Recorded at Miami Dade County June 2011.
- Staff has completed the one-year warranty inspection and identified remaining warranty issues. Staff and the A/E inspected the roof for apparent defects noticed at the deck. Staff transmitted the Warranty Check List for the facility to the contractor on 1/24/11.
- The Warranty related work regarding paint failures at the Natatorium was started on 4/5/11 and the facility was in placed back into operation on 6/13/11.
- A final roof report was submitted and reviewed for determination and recommendation of further action against the Contractor and the Manufacturer for defects in the installation. The report has been forward to the contractor and the manufacturer.
- **Roof system testing was performed by the roof contractor and the manufacturer on 10/12/11. The testing revealed several failures in accordance with the FBC roof test protocol. The contractor has a responsibility to repair all damage made during the testing.**
- Bleachers and Press Box Contractor received the "Notice to Proceed" on 10/26/09. Building Permit was issued on 5/24/10.
- The Bleacher contractor requested a Time Extension Change Order, which was approved by Council during the 10/13/10 City Council Meeting.
- The Bleacher project was determined substantially complete on 9/29/10. The manufacturer & the contractor replaced all of the plastic seat covers with a thicker material.

- The Bleacher replacement seat covers were installed by the Contractor during the week of 1/21/11 and the City has accepted the installation.
- Certificate of Occupancy for the bleacher Installation occurred on 12/21/10.
- The Bleacher project is in the close-out phase. Currently addressing final payments and Liquidated Damages. The GC has reopened communication regarding project close out.
- Warranty inspection was conducted and damaged seats noted and identified. The Contractor has notified the manufacturer regarding failed seat caps.
- **The contractor has been in contact with the manufacturer and staff is expecting a delivery date for new materials or a revised product by the end of October 2011.**
- **The Final close out is pending resolution of the bleacher seat caps.**
- A bid package for HVAC upgrades has been prepared for securing proposals. The pre-bid meeting was held on 5/10/11. The bids were opened and a purchase order has been initiated for the low bid contractor. The Purchase Order was issued 7/7/2011 and the notice to proceed was distributed. The CO<sub>2</sub> sensors have been installed. The test & balance for the AC system was performed in August 2011. **Major issues are pending regarding equipment that is out of service and require parts replacement and maintenance. Several units require parts in order for the new contractor to complete the work. The City has recently secured the services of a factory certified service company who is moving forward with assessing problems and actively addressing repair and service issues with the system. The firm is making a positive impact on the equipment maintenance issues.**
- A bid package for acoustical wall treatment has been prepared for the installation of acoustic panels in the Gym and the Auditorium. The pre-bid meeting was held on 5/09/11. There was only one bid received. The bid is below the project estimate and the City Council approved the contractor during the 7/13/11 meeting. **The permits have been applied for and awaiting final review by Miami Dade Fire Department. A Purchase Order was issued on 9/12/11. The contractors Notice to Proceed will be issued when the building permit has been received.**
- The FF&E List was developed and the 3,000,000 for the FF&E funding was submitted to the County in December 2010. The contract with the County GOB Office for the FF&E funding was executed by the City and the County in July 2010. The 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> reimbursement payments for the Community Center FF&E have been received. **The 4<sup>th</sup> FF&E reimbursement package was delivered on 6/03/11 and the payment is pending.**

**Miami Gardens Community Center Amphitheatre: Close Out 98% complete – Jimmie Allen**

- Proposal for MGCC Amphitheatre project submitted for Safe Neighborhood Parks (SNP) Grant in July. Project recommended for grant funding by SNP Oversight Committee on 8/18/09.
- City Council approved required project matching funds at meeting on 10/14/09.
- Negotiation with MGCC A/E for design of Amphitheatre was completed 11/10/09.

- The A/E contract for the Amphitheatre was approved during the 12/09/09 City Council Meeting.
- The Notice to Proceed for the A/E was issued on 2/08/10. The A/E 100% Construction Document submittal was made 5/7/10.
- The Construction Doc's were submitted to County agencies for review on 5/10/10. The Construction Doc's were submitted to the Miami Gardens Building Department on 5/12/10.
- Miami Dade County Fire Department approval 7/15/10.
- CMG Building Department approval was received on 8/12/10.
- The bid advertisement was distributed 6/22/10. Eight bids were received & opened on 8/06/10.
- The staff recommendation was approved during the 9/08/10 City Council Meeting.
- The preconstruction meeting was conducted on 9/14/10. The "Notice to Proceed" was issued to the contractor on 9/27/10.
- Site work commenced on 9/28/10.
- The building footers were completed and poured 11/11/10.
- Plumbing underground was completed 12/19/10.
- CMU walls installed and tie beams and main beams were completed on 12/17/10.
- Roof framing was installed along with the steel decking. The wood deck and final roofing surface has been installed.
- The inspection for permanent electrical power has been completed. The final mechanical & plumbing inspections were performed during the week of 5/09/11.
- The project did not achieve substantially completed on 3/12/11 as required by the contract. The Contractor is currently incurring liquidated damages for project delays. The contractor's progress has impacted the substantial completion date by about 64 days.
- The A/E verified that the project achieved substantial completion on 5/17/11. The Punch List was issued to the contractor and the remaining work is in progress.
- Final Punch List re-inspection occurred from August 1 - 12, 2011.
- The Final Completion date was 7/14/11.
- **Liquidated Damages were assessed against the contractor due to the late completion. The project has several items that require final resolution to secure final closure for the project.**
- **The project CO was issued on 10/6/11.**
- **The Project will be in the Warranty Phase until 5/17/12. The contractor is currently addressing several warranty items.**

**Miami Gardens Community Center Phase III: Design Phase 35% complete – Jimmie Allen**

- Staff has developed the budget and schedule for all of the remaining components for the Betty T. Ferguson Recreation Center.
- The components that are being proposed for the Phase III scope include a natural turf football field with sports lighting, completion of the site landscaping & irrigation system, completion of the site sidewalks to become a Vita Course with 8 exercise stations, playground with shade structure, perimeter fence & gates and additional parking.

- The GOB contract exhibit was filled out and returned to the County on 3/25/11. The City received the executed contract on 7/11/11.
- The Architect CPZ Inc. has been selected to prepare plans for a new fence and gates for the site. Staff met with the A/E on 7/14/11 to develop the scope.
- The fees have been proposed, approved and are awaiting issuance of a purchase order to begin the initial design.
- On 9/12/11 the Architect presented proposed fence design options to staff along with estimates for the work. Staff is reviewing the options to advise the A/E on which options will be utilized for the fence design.
- **The selection of the final fence design is pending from MG parks staff.**

### **Rolling Oaks Park: Design Phase 60% completed – Brandan DeCaro**

- Phase I Improvements include: Installation of 2 athletic fields, new entrance and turn-around, new parking and overflow parking lots, fencing, and concession/restroom facility.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised CDs submitted to CIP staff for review 4/15/09.
- DERM - Tree removal permit approved.
- Miami-Dade County Fire - Plans approved for permitting.
- Department of Health - Plans approved for permitting.
- MDWASD & North Miami Beach sewer connection pending final approval.
- Sewer pipe up-grade requested by DERM. Survey information & pipe as-built's provided to DERM so that pipe up-grade will not be required. DERM approval received in June, 2009.
- Miami Gardens Building Department submittal pending.
- Negotiating Additional Service with A/E for completion of Construction Documents.
- Terminated A/E during 11/10/09 Council Meeting.
- Negotiated conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**
- Purchase of additional land for the new main entrance from Miami Gardens Drive is in progress. **The closing date for the property did not occur as anticipated.**
- **City staff has requested the remaining GOB contracts so that the project will be funded.**

### **Bunche Park & Pool: Design Phase 80% completed – Brandan DeCaro**

- Phase I Improvements include: Construction of entire pool parcel including pool house, parking paving/stripping/drainage, lighting, fencing, landscaping, and signage.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised Construction Doc's submitted to CIP staff for review 4/15/09.
- County Fire - Plans approved for permitting.
- WASD – Water & Sewer connection reviewed and approved.
- DERM - Review for Water & Sewer completed. Surface water permit approved. Payment for all DERM Permit Fees completed 7/14/09.

- Construction Doc's were submitted to Miami Gardens Building Department on 7/30/09. Building Department and Public Works comments received. A/E response to the comments is pending.
- A/E terminated during 11/10/09 Council Meeting.
- Negotiations conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**
- **The project will move forward once all necessary funding has been secured.**
- **City staff has requested the remaining GOB contracts.**

**North Dade Optimist Park: Design 100% completed, Bid Phase 95% – Anthony Smith**

- Phase I Improvements include: Construction of new 3,000 sq. ft. building including six restrooms, small concession/kitchenette, and storage rooms; paved parking lot with 114 spaces including drainage, irrigation and landscaping, football field & sports lighting relocation and minor landscaping; and construction of a sewer lift station.
- Lift Station - Received approval by MDWASD and DERM.
- Construction Doc's for the Recreation Building & Lift Station submitted to the CMG Building Department for review on 5/27/09.
- Plans resubmitted to the MG Building Department for 2<sup>nd</sup> review on 9/01/09.
- A/E started work for additional services to add a new fence around the property, gates at entrances, irrigation system and building elevations.
- Construction Doc's re-submitted to the MG Building Department for 3<sup>rd</sup> Review on 11/03/09. Re-submittal included all additional service work.
- The Construction Documents for the Recreation Building and site was approved by the MG Building Department on 11/10/09.
- The Construction Documents for Lift Station approved by the MG Building Dept on 12/29/09.
- The Construction Documents for the Recreation Building were denied approval by the MG Public Works on 1/06/10. The Construction Documents were re-submitted to the MG Building Department to address MG Public Works Department comments on 02/10/10.
- The Construction Documents for the Recreation Building were approved by the MG Public Works on 2/23/10.
- The A/E submitted final additional services proposal to revise the construction documents to include security system, fire alarm and phasing of construction on 6/30/10.
- The new ordinance letter, for water connection, was approved by Miami-Dade WASD on 6/29/10. (The original letter expired on 5/7/10.)
- Revised plans, with Fire Alarm and Security System, submitted to Miami-Dade Fire Dept. for concurrent review on 7/28/10. Miami-Dade Fire approved the revised plans on 8/9/10.
- The project was advertised for bids on 9/20/10.
- The bid opening was held on 11/03/10.
- **The city's recommendation of award for the low bid contractor is anticipated to be presented during one of the City Council meeting in 2011.**

- The issuance of the General Obligations Bond (GOB) was approved by the Board of County Commissioners on 3/1/11. The City is awaiting the GOB contract from Miami-Dade County. The low bid contractor will have the first right of refusal on the award of the contract once the GOB contract has been received from the County.
- Once the bid has been approved by the City Council the construction can begin.

**Miami Carol City Park: Close-out 100% completed, Warranty Period – Anthony Smith**

- Contractor for new Recreation Building and Site Improvements on hold pending final approval of site utility plans from WASD and DERM.
  - WASD Water & Sewer Agreement to 4/08/09 City Council Meeting. County Attorneys denied minor revision requested by City Attorney. Submittal of Water & Sewer Agreement pending up-dated "Opinion of Title". Revised Water & Sewer Agreement accepted by WASD on 6/04/09.
  - MDWASD, DERM and Miami-Dade Public Works approval received week of 9/07/09.
  - Final submittal to MG Building Department on 9/18/09. Construction Documents approved by Miami Gardens Building Department. Miami Gardens Public Works approval pending.
  - Kick-off meeting held with contractor, Portland Construction. Miami Gardens Building Permit issued 10/15/09 and construction began on 11/02/09.
  - The property address of the new Recreation Building has been changed by the MG Planning & Zoning and Miami-Dade County's Property Appraisal Departments to reflect accurate location.
- Certified copy of sheets submitted to Miami-Dade as a revision for review on 1/8/10 because the County permit number had expired. Miami Dade-Fire Dept. approved the drawings on 1/12/10.
- Shell of the Recreation Building was completed March, 2010.
  - The connection to the FPL transformer has been installed. FPL installed the electric meter & the power was turned on 10/14/10.
  - The contractor was granted a 5 calendar day time extension due to construction issues beyond their control.
  - The project achieved Substantial Completion on 10/21/10.
  - The final punch list was issued to the contractor 11/2/10.
  - The contractor completed the punch list & requested Final Inspection on 11/23/10. Final Inspection was performed & approved by A/E and city staff on 11/30/10.
  - The A/E and City staff reviewed all close-out and warranty documents. The contractor has submitted all outstanding close-out and warranty documents to the City. The final release of retainage for the contractor is being processed by the City.
  - Kick-off meeting was held with communications vendor for the installation of the security systems for the intrusion/burglar alarm and security cameras was held on 11/19/10.
  - The security system for the intrusion alarm & security cameras was completed on 12/22/10. The intrusion alarm communications between the Recreation Building

and the Police Department has been completed. The Police Department began monitoring camera activity at the Recreation Building on 1/12/11.

- The ribbon cutting ceremony was held on 1/17/11 and City staff has moved into the building.
- The first reimbursement package was submitted to the County in February 2011 and the payment from the Grant Agency is pending.
- The second reimbursement package was submitted to the Grant Agency in May 2011 and the payment from the County was received on 7/07/11.
- **The One-Year Warranty inspection was held on 9/8/11 to identify any warranty issues for the recreation building. The contractor is addressing minor Warranty issues.**
- **The only remaining work for the new building is the installation of the Art in Public Place.**

### **Miami Carol City Playground Replacement: Design 100% completed – Anthony Smith**

- The planning for the replacement of the existing playground was completed.
- City Council approved the use of CDBG funds for the playground replacement during the meeting on 9/14/11.
- **The Pre-construction/Kick-Off meeting was held on 9/27/11.**
- **Demolition of the existing playground by city staff will be completed on 10/21/11.**
- **The contractor is scheduled to start mobilization and preparation work on 10/24/11.**

### **Brentwood Park Sports Landscape Irrigation Master Plan: Construction Phase 100%- J. Allen**

- Planning for site irrigation of the football play field has progressed.
- The Landscape Architectural consultant proposal for irrigation system design has been approved by staff. The staff initiated the Purchase Order for the irrigation design work.
- The Landscape Architectural consultant has completed the design. The design was reviewed and approved by staff.
- The Parks Department Staff was not permitted by the Building Department to provide the installation.
- The Landscape Architect has provided revised documents to secure bids for the installation. A bid invitation was advertised for the installation and bids were received in May, 2011. The building permit is complete.
- The well permit was issued by the SFWMD and the deep well was drilled. The Irrigation system has been installed and is fully automatic as of 9/9/11. The contractor completed the work behind schedule and will be charged liquidated damages for failure to complete the work per contract. This work delayed the installation of fill and the final grading of the site.
- The final walk through and punch list occurred 9/20/2011.
- **All contractor issues have been resolved and site work has been accepted by CMG Parks.**
- The laser grading & sod application for the football field was bid and accepted.

- The delivery of fill proceeded on 7/07/11. Fill was spread from 7/18/11 to 7/25/11 in conjunction with the irrigation system installation. The Laser Grading Contractor mobilized and completed the rough grading within one week ending on 8/19/11.
- The laser grading contractor returned on 9/5/11 to do the fine grading & completed all work 9/7/11.
- **Time extensions and rain days were factored into the delays to determine the final completion date and the assessment of liquidated damages to the Irrigation Contractor.**
- **The installation of the sod started on 9/16/11 and was completed on 9/26/11.**
- **The completion date for the irrigation system was 9/24/11.**
- **Project is 100 percent complete and in close out phase. Final payments to contractors are pending. The field is ready for organized play.**

### **New Senior Center: Design Phase 85% - Anthony Smith**

- The planning for the renovation of the main building at the Archdiocese site started during in January 2011.
- The Kick-off meeting with A/E was held on 1/19/11.
- Staff requested three proposals for the 40 Year Recertification, Asbestos Survey, and ADA Survey from the A/E. The A/E will also analyze the existing roofing, plumbing and mechanical systems and develop a Master Plan for the facility.
- The A/E submitted the draft proposals on 1/26/11. The final proposals were submitted on 1/28/11. The Purchase Orders for the 3 reports were approved and issued on 1/9/11.
- Work for the 40 Year Recertification, Asbestos Survey & ADA Survey commenced on 2/10/11.
- The A/E performed four site inspections for the various reports the week of 2/14/11.
- The A/E submitted separate draft reports for the 40 year Certification, ADA Survey, Asbestos Survey and Roofing Mechanical on 3/2/11. The Plumbing component was submitted on 3/7/11.
- A meeting was conducted with the A/E and city staff to review the draft reports on 3/14/11. The 40 Year Report was finalized and submitted to the MG Building Department.
- The Building Department conducted inspections of the building during the week of 4/04/11.
- The A/E submitted a proposal to prepare the construction documents to address all of the problems identified by the 40 Year Report and the Building Department.
- The Purchase Order (PO) for the A/E was issued on 6/10/11.
- The A/E commenced with a site visit of the facility in preparation of the As-built drawings along with construction documents for the 40 Year Recertification on 6/13/11.
- The A/E submitted the As-built drawings on 7/8/11.
- The 60% Construction Documents was submitted on 7/18/11. City staff reviewed the construction documents and provided comments to the A/E.
- The 100% Construction Documents were submitted on 8/17/11. City staff has reviewed the documents and provided comments to the A/E. **The final CD's are pending.**

- City staff held a meeting on 9/08/11 with Jessie Trice Community Health Center & Gold Coast Physicians Partners to discuss a possible private/public partnership to develop the program for the future Senior Center.

## BUILDING AND CODE ENFORCEMENT (SHARON RAGOONAN)

REVENUES:	<u>05/14 to 06/14</u>	<u>06/15 to 07/15</u>	<u>07/16 to 08/11</u>	<u>08/12 to 09/14</u>	<u>09/15 to 10/16</u>
Building Permits	\$157,523.87	\$98,337.92	\$69,609.32	\$180,855.77	\$85,205.79
Certificates of Occupancy (CO)	\$864.00	\$1,946.14	\$3,040.13	\$9,662.73	\$1,134.90
40 Year Recertification	\$315.00	\$630.00	\$315.00	\$315.00	\$330.75
Overtime Inspection Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unsafe Structures	<u>\$1,023.76</u>	<u>\$1,025.40</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$305.54</u>
<b>TOTAL:</b>	<b>\$159,726.63</b>	<b>\$101,939.46</b>	<b>\$72,964.45</b>	<b>\$190,833.50</b>	<b>\$86,976.98</b>

EXPENDITURES:	<u>05/14 to 06/14</u>	<u>06/15 to 07/15</u>	<u>07/16 to 08/11</u>	<u>08/12 to 09/14</u>	<u>09/15 to 10/16</u>
Salaries & Wages	\$86,922.09	\$85,668.98	\$80,690.67	\$84,242.61	\$86,879.99
Personnel Benefits	\$26,138.76	\$19,523.47	\$20,119.53	\$20,681.62	\$21,220.31
Contract Services	\$882.38	\$272.91	\$543.21	\$3,728.82	\$753.25
<i>(Professional Services)</i>					
Operating Expenditures/Expenses <i>(Travel &amp; Per Diem; Postage &amp; Freight; Utilities; Rentals &amp; Leases, etc.)</i>	\$1,287.09	\$1,451.72	\$1,250.79	\$519.84	\$493.61
Operating Expenditures/Expenses <i>(Supplies; Other Operating Expenses; Uniforms; Books; Education &amp; Training, etc.)</i>	\$5,294.91	\$3,359.84	\$2,823.30	\$1,455.27	\$2,652.78
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Internal City Expenditures	\$40,049.50	\$0.00	\$40,049.50	\$0.00	\$0.00
Unsafe Structures Expenditures	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$73,652.64</b>	<b>\$110,276.92</b>	<b>\$145,477.00</b>	<b>\$110,628.16</b>	<b>\$111,999.94</b>

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Permit Applications Submitted:	<u>05/14 to 06/14</u>	<u>06/15 to 07/15</u>	<u>07/16 to 08/11</u>	<u>08/12 to 09/14</u>	<u>09/15 to 10/16</u>
Building	229	211	154	202	140
Certificates of Occupancy	2	11	16	18	16
Demolition	10	10	2	8	6
Electrical	102	105	81	113	91
MDC Permit Closure	18	30	17	13	10
Mechanical	48	47	28	49	82
Miscellaneous	55	43	46	61	47
Plumbing	66	51	31	36	52
Public Works	34	18	15	39	16
Recertification	12	2	3	0	1
Zoning	54	25	26	27	27
<b>TOTAL:</b>	<b>630</b>	<b>553</b>	<b>419</b>	<b>566</b>	<b>488</b>

Permits Issued:	<u>05/14 to 06/14</u>	<u>06/15 to 07/15</u>	<u>07/16 to 08/11</u>	<u>08/12 to 09/14</u>	<u>09/15 to 10/16</u>
Building	215	191	152	210	143
Certificates of Occupancy	1	9	12	17	14
Demolition	8	12	10	4	5
Electrical	116	89	93	101	87
MDC Permit Closure	10	8	13	8	34
Mechanical	42	59	28	39	55
Miscellaneous	23	35	35	32	40
Plumbing	66	64	45	37	43
Public Works	30	22	14	29	19
Recertification	0	0	0	21	0
Zoning	48	33	35	51	18
<b>TOTAL:</b>	<b>559</b>	<b>522</b>	<b>437</b>	<b>549</b>	<b>458</b>

Plan Reviews Performed:	<u>05/14 to 06/14</u>	<u>06/15 to 07/15</u>	<u>07/16 to 08/11</u>	<u>08/12 to 09/14</u>	<u>09/15 to 10/16</u>
<b>City Staff</b>					
Building	253	247	163	226	133
Electrical	168	114	135	174	96
Mechanical	44	61	33	61	60
Plumbing	105	96	65	89	87
Structural	98	132	60	98	64
<b>Professional Services</b>					
Building	0	0	0	0	0
Electrical	0	39	1	0	0
Mechanical	0	0	0	0	0
Plumbing	0	0	0	0	0
Structural	0	0	8	1	0
<b>TOTAL:</b>	<b>668</b>	<b>689</b>	<b>465</b>	<b>649</b>	<b>440</b>

Inspections Performed	<u>05/14 to 06/14</u>	<u>06/15 to 07/15</u>	<u>07/16 to 08/11</u>	<u>08/12 to 09/14</u>	<u>09/15 to 10/16</u>
<b>City Staff</b>					
Building	718	687	636	739	821
Electrical	256	141	162	230	262
Mechanical	88	101	61	67	194
Plumbing	216	253	305	249	216
<b>Professional Services</b>					
Building	0	0	0	0	0
Electrical	0	80	0	0	18
Mechanical	0	0	2	0	0
Plumbing	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>1,278</b>	<b>1,262</b>	<b>1,166</b>	<b>1,285</b>	<b>1,511</b>

UNSAFE STRUCTURE CASES	<u>05/14 to 06/14</u>	<u>06/15 to 07/15</u>	<u>07/16 to 08/11</u>	<u>08/12 to 09/14</u>	<u>09/15 to 10/16</u>
Issued	2	1	3	3	3
Board Hearing	0	0	0	0	0
Demolished	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL:</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>3</b>

**CENSUS BUREAU MONTHLY REPORT:**

NEW CONSTRUCTION	<u>05/14 to 06/14</u>	<u>06/15 to 07/15</u>	<u>07/16 to 08/11</u>	<u>08/12 to 09/14</u>	<u>09/15 to 10/16</u>
Commercial Permits	0	0	0	0	0
Total - Construction Value	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Residential Permits	9	6	9	3	3
Total - Construction Value	\$1,016,250.00	\$665,820.00	\$929,360.00	\$322,015.00	\$322,520.00

**MAJOR PROJECTS:**

1. City Hall 100% CD initial review is complete.
2. D R Horton Inspections on-going.
3. FMU Chiller Plant.
4. St. Thomas law building under review.

**CODE ENFORCEMENT (Roderick Potter)**

The following administrative, enforcement and licensing highlights are for efforts from August 2011/ September 2011:

- Code started the Business Tax Receipt and Certificate of Use renewals.
- Code staff attended the Employee Passport to Health Fair at Betty Ferguson
- Recreational complex.

- Code hosted a webinar demo for the CRW building, code and licensing system automation.
- Building & Code management team interviewed an AARP Volunteer for a volunteer position.
- Building & Code conducted a site visit at Crystal Lakes apartments to address building, fire and code compliance issues.
- Code obtained and served an inspection warrant on a nuisance property with a bee infestation.
- Area Code Officer met with the HOA president of Lejeune Gardens to discuss code violations and enforcement.
- Conducted a meeting with 99 jams representative Maestro concerning special event process for live remote broadcast.
- Code Division Director attended the Mayor's meeting with the Attorney and representatives from the Richard Allen Leadership Academy.
- Continued with the Miami Broward 1 Caribbean Carnival weekly special event meetings.
- Continued with the Nigerian American Foundation Parade weekly special event meetings.
- Completed the weekly South Florida Water management District (SFWMD) water restriction report.
- Conducted weekly Federal Property Registration Corporation meeting to discuss continued progress of the program.
- Conducted special event meetings with Universal Truth for their Red Ribbon event.
- Building & Code Department conducted the Guest Services Committee meeting for improved guest satisfaction.
- Code Supervisor's attended the Nuisance Abatement Board hearing.
- Code attended the Scott Lake Neighborhood Watch meeting.
- Conducted the monthly management field zone review.
- Conducted weekly code compliance management meeting.

- Conducted the monthly Housing Division meeting.
- Conducted monthly general staff meeting.
- Attended the Sr. Management meeting for Building & Code management team.

**Staff Development:**

- Building & Code Administrative staff attended mini-training on the Importance of professionalism and Networking.
- All CEO's attended the Gold Coast Association of Code Enforcement (GCACE) network and training.

<b><u>CODE Stats:</u></b>	<b><u>June 11</u></b>	<b><u>July 11</u></b>	<b><u>Aug 11</u></b>	<b><u>Sept 11</u></b>
Business Tax Receipt Inspections	173	29	66	57
Certificate of Use Inspections	137	26	55	45
Landlord Permit Inspections	376	285	39	39
Warning Notices Issued	142	227	259	211
Civil Violation Notices Issued	269	125	113	105
Re-Inspections	279	335	351	289
Special Master Hearings	18	29	18	14
Massey Hearings	86	21	21	23
Lien Reduction Amnesty Request Hearings	13	19	40	11
Extension Requests	71	25	34	27
Complaints Received	110	139	200	222
Proactive Cases	295	157	132	138
Cases Closed Within 30 Days	94	135	146	124
Cases Closed Within 60 Days	0	4	7	6
Cases Closed Within 90 Days	1	4	5	3
Special Operations-Code	4	7	8	4
Special Events	7	18	7	9
Illegal Signs Removed	543	542	600	585
Phone Calls Received by CEOs	204	192	184	214
Parking Tickets Issued	5	10	13	7
Lien Searches	193	263	301	201
Joint Operations-MGPD	4	1	3	2
PD Requests for CE	17	6	17	50
Abandoned Vehicles - Tagged	14	20	23	23
Abandoned Vehicles - Towed	0	0	0	3

<u>Licensing Stats</u>	<u>June 11</u>	<u>July 11</u>	<u>Aug 11</u>	<u>Sept 11</u>
New Business Tax Receipts	38	46	40	47
New Certificates of Use	22	33	28	39
New Alarm Permit Accounts	40	0	0	0
New Landlord Permit Accounts	8	7	10	26
Business Tax Receipts Issued	61	38	257	527
Certificates of Use Issued	56	30	230	465
Alarm Permits Issued	35	0	0	0
Landlord Permits Issued	225	204	78	2

<u>Housing Stats</u>	<u>June 11</u>	<u>July 11</u>	<u>Aug 11</u>	<u>Sept 11</u>
Re-occupancy Inspections	70	70	110	110
Re-occupancy Applications	64	65	97	68
Re-occupancy Certificates issued	57	45	45	47
Administrative Foreclosure Inspections	5	53	8	4

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

**ASSISTANT CITY MANAGER (Vernita Nelson)**

- Media & Events Division
  - Weekly 2012 Jazz in the Gardens production meetings with AEG Live. Issued first set of offers to headline artists. Website went live. Tickets go on sale 11/11/11.

- Development of CMG Branding concept
- Capital Improvement Projects
  - Preparation of council agenda items
  - Selection of candidates for Art in Public Places projects at Miami Carol City Recreation Center and Amphitheater
  - On-going meetings with contractors related to new City Hall Complex project
- Public Works Department
  - Preparation of council agenda items
  - Two (2) site visits
- Procurement Division
  - Preparation of agenda items
  - Preparation of reports to Council
- Community Outreach Division
  - Assumed many responsibilities of this division as a result of Lillie Q. Odom's retirement
  - Assisting Strategic Partners with implementation Senior Survey and Needs Assessment
- City Manager's Office
  - Fulfilled public records requests
  - Conducted tours of City's real estate for interested buyers
  - Assisted Councilwoman Davis with National Bullying Prevention Month Campaign
  - Upon the request of Miami Dade Commissioner Barbara Jordan, coordinating launch of Home Beatification Program, along with Community Development Department, for Miami Gardens residents

**Additional Meetings:**

- 9/16 – Miami Dade County/City Managers Association Monthly Meeting; Furlough day

- 9/21 – CMG Employee Health Fair; Elderly Affairs Advisory Committee
- 9/23 – Furlough Day
- 9/28 – CMG Final Budget Hearing; CMG Council Meeting; Progressive Young Adults Committee Meeting
- 9/30 – Furlough Day
- 10/3 – FDOT FY 12 Work Program Briefing
  
- 10/6 – DRC Meeting: New City Hall Complex Project
- 10/7 – Betty T. Ferguson Amphitheater Ribbon Cutting Ceremony
- 10/11 – North Dade Youth and Family Coalition Meeting
- 10/12 – CMG Council Meeting

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

- Completed the September 2011 issue of the Community Newspaper. It has been distributed throughout the community and in various locations throughout the City. Next Issue will be in December. Visit [www.communitynewspapers.com](http://www.communitynewspapers.com) for an online version. We are currently working on the October issue which will go to press next week.
- The new [www.jazzinthegardens.com](http://www.jazzinthegardens.com) website has been launched. Tickets are on Sale 11-11-2011. Participating in ongoing planning meetings for the 2012 Jazz in the Gardens which include, budgeting, site planning, talent selection and sponsorship. Currently we are making offers to artists. The 2012 events dates are March 17-18, 2012.
- Coordinated and produced various articles, press release, flyers and ads for distribution. These included:
  - City Of Miami Gardens Passport Fair Hosted By The Office Of The City Clerk
  - The City Of Miami Gardens Budget Hearing Wednesday, September 28th, 2011
  - Join Councilwoman Lisa C. Davis As She Takes An Active Role Against Bullying!
  - Join Councilwoman Lisa C. Davis October 12, 2011 As She Takes An Active Role Against Bullying!
  - The City Of Miami Gardens Is Proving The Neighborhood Stabilization Program To Be Successful
  - Join Mayor Shirley Gibson For The 3rd Annual Pink N' Heels Boys N' Boobs Walk
  - Join And Help To Re-Vita-Lize Your Community And Become A Vita Volunteer Today!
  - Councilwoman Lisa Davis And Miss Miami Gardens Janey Tate Scheduled To Speak To Students At Norland Elementary In The Effort To "Stop Bullying"

- City Of Miami Gardens' Junior Council Students Attend 41st Annual Legislative Conference In Washington, D.C.
- Staff is continuing to work to collect and create a list of accurate contact information and persons for all the schools located in Miami Gardens. Once this list is completed, it will be shared with other departments.
- Revising the MLK Website and sending out letters to all schools inviting students to participate in the Oratorical, Art, or Break Out Artist competitions.
- Completed a webinar for newsletter/eblasts: **My Newsletter Builder Basics**; and attended the Entrepreneur Magazine - Winning Strategies Seminar
- Staff is working in coordination with Vernita Nelson, ACM, and Councilwoman Lisa Davis on a 5 week Anti-Bullying Campaign to bring awareness to "Stop Bullying."
- Staff visited Norland Elementary School to take photographs of students, Councilwoman Lisa Davis and Miss Miami Gardens Janey Tate campaigning during Anti Bullying Month.
- Working on Tourist Development Grant from Miami Dade County for Jazz in the Gardens for the 2011-2012 FY.
- All staff attended the Employee Health Fair.
- Our public relations efforts are ongoing. Please visit or contact the Events and Media Division for press clippings, pictures. We are also placing advertisement and purchasing media for the various departments.

## PURCHASING (Pam Thompson)

- Prepared and issued seven bid/RFP:
  - Vista Verde Drainage Improvements
  - Façade Improvements – Economy Food Store
  - Rehabilitation Home – 2960 NW 208<sup>th</sup> Terrace
  - Replacement Housing – 15330 NW 29<sup>th</sup> Avenue
  - NW 159<sup>th</sup> Street Drainage Improvement
  - NW 191<sup>th</sup> Street Drainage Improvement
  - Catering Services for Senior Program
- Prepared and issued one Quotation:
  - Amphitheatre Photographic Services
- Preparing specifications for the following:

Demolition Services – Mt. Hermon Church, 2245 West Bunche Park Dr. - postponed  
 Fire Suppression System – postponed insufficient budget  
 Sponsorships for Youth Sports Programs  
 Furnish & Installation of Scoreboards  
 Parks Tennis Management  
 Septic Tank Cleanouts & Installations  
 Annual Contract – Fleet Maintenance  
 LPG Dispenser  
 Annual Contract - Asphaltic Concrete Materials  
 Annual Contract – Public Safety Equipment

Issued 93Purchase Orders

- Continue to maintain Fixed Assets (ongoing)
- Continue to order and assist with auditing fuel card program
- Continue to train and assist City staff on Eden software
- Continue entering contracts into Contract Management (ongoing)
- Continue assisting vendors with on-line vendor registration Bids & Quotes – bid vendors (ongoing)
- Continue to add current contracts to Procurement Web Page
- Attended FAPPO Fall Workshop

Purchases \$25,000-\$50,000			
Date	Vendor	Service/Project	Amount
		None	

**FLEET SERVICES** (David Motola)

- **Fleet Management Software Utilization (Ongoing)**
- Repairs are being entered in the data base, and vehicles are being tracked based upon the established preventative maintenance schedule
- Fuel usage is being entered into the database reflecting both economy and total operating cost
- Reports are now available to reflect expenditures by repair category or department
- Units with low utilization are brought to respective management’s attention to make sure they are rotated into service.
- The fleet department is looking to enhance our data base reporting system to accurately project expense trends per vehicle.

- **Fuel Usage (Ongoing)**
- Monthly reports of fuel usage with concern identification provided to all Department Managers for concurrence.
- Fuel invoices are being maintained electronically, master bill.
- Fuel invoices are reviewed and billing errors are reported to Procurement for investigation and resolution.
- Low utilization vehicles are being brought to the attention of department heads.
- Employees are directed to procure fuel within city limits, purchases outside of city limits are brought to the attention of the respective department head.
- In order to prepare for a hurricane, Purchasing and Fleet are looking for alternatives approaches to storing fuel on site.
- **Collision Repair**
- Continue to work closely with vendors, Risk Management, and user department to provide prompt collision repairs within departmental policy and procedures.
- Fleet Service Rep. obtains estimates of crashed vehicles and provides to Risk Manager for review and repair approval.
- In addition to minor repairs, one additional police unit was involved in a major collision and will be removed from service
- **Tire Repair / Road Side Assistance** – An inventory of used / temporary tires have been placed in inventory and used on an as needed basis. The city entered into a new contract with a different tow truck provider and has a new flat repair contract going to council for approval.
- **Benchmarking** – The Fleet Department benchmarked operating costs of PD units with other municipalities. The Fleet Manager has been in discussions with the City of Miami to review / compare fuel costs.
- **Future Vehicles** – The fleet department went to inspect the new Chevrolet Caprices and Dodge Chargers that were just placed into marked patrol service for the City of Sunrise.

- **Chrysler Corporation** provided one of their new Chargers for CMG PD evaluation. The vehicle performed very well and would be an outstanding administrative or unmarked vehicle. Limited rear prisoner room with a full cage installed would be a negative.
  
- **Vehicle In-Service**
  - a) MGLPD has acquired a used Brinks Armor truck. We are in the process of getting the vehicle road ready.
  
- **Warranty Repairs**
  - a) Check service repair invoices against vehicle warranty to insure proper billing for services. Ford will be assisting with two out of warranty repairs.
  
- **Vehicle Lot Checks/Inspections**
  - Fleet Manager performs weekly lot checks, identifying vehicles concerns and notifying department heads when appropriate
  - Replace spot light/LED bulbs and missing hubcaps on Patrol cars
  - Monthly start up and check City Hall and Parks standby generators
  - **PD Hub Caps** - Maintain hubcap inventory for Police vehicles. Additional hub caps procured and placed in inventory.
  - **Vendor Inspections** - Regular visits to mechanical and body shop vendors for visual vehicle repair status and updates and drop off and pick up vehicles at various locations.
  
- **Meetings/Conferences/Events**
  - The Fleet Manager attended the FLAGFA conference September 14-16, 2011
  - Fleet Staff attended the Fleet Forum meeting hosted by the City of Sunrise to debut their new PD Caprice and Charger, 9/27/11.
  - Fleet Manager attended an FPL conference on Electric Vehicles, 10/6/11

- **Alternative Fuels** – The Fleet Department provided Purchasing draft bid proposals to convert two vehicles to run on LPG and the installation of a LPG tank at our Public Works yard.
- **Other Ongoing Fleet Items**
- Fleet Administrator worked with vendor to finalize replacement of L3 back-up batteries to approximately 150 PD units.
- Fleet Administrator coordinated vehicles to be treated for pest control.
- Fleet Administrator schedules car wash, detail appointments and window tinting services for various departments.
- Responded to multiple service calls for Police, Public Works, Parks Maintenance, Building and Code Enforcement departments, addressing their concerns.
- Fleet Administrator routinely contacts vendors for monthly accounting statements to research and reduce invoices from becoming past due.
- Fleet Administrator process invoices from vendors regarding parts, service, and maintenance repairs on vehicles and equipment.
- Fleet Administrator Prepares requisitions necessary to purchase parts, accessories, maintenance and services.
- A new vendor authorized to perform Federal Signal warranty repairs was added.

## **INFORMATION TECHNOLOGY (Ronald McKenzie)**

### IT Dept Overview

This Status report covers the activities of the Information Technology Department for the period from 09/20/2011 through 10/20/2011. It is organized into the following areas:

- Significant Accomplishments
- Significant Issues
- Schedule Status
- Travel Activity

Accomplishments from Month:

- Significant Accomplishments
  - IT has extended the warranty on various Dell D630 laptops in order to keep them functioning and keep the support on the devices. These devices are over 3 years old and many are used by PD in the field daily. We will continue to support them, but they are malfunctioning more frequently. We will have to purchase many more laptops in 2013.
  - Still working on the Greater Chamber of MG website. Site is in preliminary stages for lunch. Website has been designed and has some data but we are still waiting for additional content before launching. We expect to have it launched by the end do October 2011.
  - Inventoried, photographed and posted bid on excess items at PD. The bid was successfully done and items have been purchased.
  - Conducted various meetings with Brandan DeCaro, PD and URS in reference to the New City Hall Complex. Meetings were conducted to discuss reader card placement, camera layout and departmental furniture, AV equipment, Paging system and some low voltage needs. IT recommended many changes and worked with the AV consultant on the Council Chamber sound system specs and requirements as well as for the paging system. Various concerns with cost arose and recommendations and specifics for costing were given by the Deputy City Manager.
  - Set up various meeting for many events for staff, committees and other functions in the Council Chambers.
  - Posted for new Temporary Position for a Junior IT Tech. The goal is to bring in fresh, new talent majoring in Computer Technology and give them the opportunity to gain experience, while giving the City and the IT Department the ability to stay abreast and learn what technology is influencing today's generation.
  - Many Website Changes for Miami Lakes.
  - Documenting all processes and changes for the IT services performed in Miami Lakes. The contract will end on November 30, 2011 and we will ensure that process are documented, equipment is labeled properly.
  - Continued our weekly conference calls with OSSI to work on correcting issues and outstanding tickets with operation of their software for PD.

- Completed implementation of testing and deployment of Motorola handheld ticketing device for PD. Officer is not using the device in the field
- Testing static IP 4G wireless cards from Verizon and AT&T. The goal is to increase the bandwidth and hopefully effectiveness of staff and officers in the field. We are also testing MI-FI cards as a possible solution for internet services for Officers in the Command Vehicle during deployment.
- Continued migrating users to Windows 7 and Office 2010.
- Significant Issues
  - Ricardo Castillo, the IT Systems Application Manager, has accepted the offer for a great opportunity to become the IT Director at another municipality. Ricardo is a very important part of the IT Team and will be taking some specific skill sets with him. Of Course IT will continue to “help users do what they do better,” but some areas may be slowed down due to the shortness of staff (Claude has left, Mario is deployed, Ricardo is leaving and GP is at Miami Lakes) and others who are not as skilled performing certain functions.
  - We still have various areas that IT outlined months ago via an IT Architectural design for the New City Hall Campus. IT will continue to meet with the Project Manager to make sure that these items are addressed.
  - During migration to Office 365 in the Clouds, we discovered that backup for email with the solution is manual. IT has delayed migration until a backup server/service can be purchased to allow for automatic backup and discovery for email. We now have a PO for the item and should have it within a week. Once we set it up and deploy it, we will continue to work on deploying Office 365.
  - Mobility continues to create a major problem for IT in government as well as the private sector. Businesses are having a difficult time keeping up the various different types of PDAs, IPADs, and other devices. It is causing Microsoft Exchange (email) to stall.
  - Still working to clean up various issues with OSSI.
  - Increase in time and resources being spent on Records Request.
- Schedule Status
- Travel Activity
  - Ron and Chas attended ASIS conference in Orlando.

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

1. Staff continues to clean and maintain bus bench areas throughout the City.
2. Staff continues to mow and detail public right-of-ways (ROW) to ensure that the roadways are aesthetically pleasing.
3. Two street crews continue to repair sidewalks throughout the City. We are not only repairing sidewalks but also roadways, edge of roads, potholes and sinkholes to insure the safety of our residents, and those who visit.
4. Staff continues to trim and prune trees throughout the City's ROW and swale areas.
5. We continue cleaning drains around the City. We have both combination vacuum trucks on the road battling debris and sedimentation within our storm systems. The sweeper truck is also on the roadways each day cleaning curb and gutters around the City, eliminating those pollutants which find a way to our waterways. Clean drains are critical this time of year in the presence of a storm. The street sweeper is also cleaning the streets in Miami Lakes according to the agreement.
6. Trans Florida continues to work on the construction of the NW 7th Avenue Road Enhancement Project. The bid price is \$2,981,645. Installation of Drainage System is completed on the east side between NW 183rd Street & NW 199th Street. Installation of Drainage System is completed on the east side between NW 183rd Street & NW 199th Street. First Lift of Asphalt, Concrete Sidewalks and Curbs are completed on the east side between NW 183rd Street and NW 188th Street. Traffic is shifted to the east side while drainage lateral installation and sub-base prep progresses on the west side between NW 183rd Street and NW 188th Street. Installation of concrete curbs and lime-rock base is completed on the east side between NW 188th Street & NW 199th Street – pending first lift of asphalt. Sidewalks completed between NW 188th Street & NW 199th Street – pending misc. in-fills. Electrical U/G roughs completed between NW 183rd Street & NW 199th Street and all Light Pole bases installed. Existing Traffic lights at intersection of NW 191st Street & NW 7th Avenue have been removed and MOT installed. The contractor continues to work on the east side of NW 7th avenue (between NW 188th Street & NW 199th Street) constructing concrete sidewalks/driveways and grading of green areas and on the west side (between NW 183rd Street & NW 188th Street) installing Drainage laterals and sub-base prep. Traffic is maintained in each direction. All traffic movements, access to businesses and residential areas are maintained.
7. On July 13<sup>th</sup>, 2011, the City Council awarded the Design-Build NW 42 Avenue/NW 179 Street Bridge Replacement-ARRA Project to Community Asphalt Corporation. The bid amount is \$983,658.00. The design team continues working on the design plans which are currently at the 50% completions. The design team is working on obtaining permit from DERM. Mobilization for bridge demolition is to begin by this November.

8. The design for Stormwater project for the residential area from NW 38 Court to 38 Avenue and NW 210 Street to 210 Terrace is completed. Project was advertised for bid on July 7, 2011. The total budget amount for this project, including design services is \$172,500, of which \$75,000 was received from SFWDM and the City will match \$ 97,500. Bid opening was on August 8, 2011. Project was approved by Council on September 28, 2011.
9. The design for Stormwater project for the residential area from NW 9th Avenue to 10th Place and from NW 191 Street to NW 193 Street is 90% completed. The total budget amount for this project, including design services is \$373,500 of which \$162,500 was received from SFWDM and the City will match \$ 97,500. Staff is working on obtaining Miami Dade County Public Works permit. Project was advertised for bid on October 13, 2011.
10. The design for Stormwater project for the residential area from NW 158 Street to NW 159 Street and from NW 27 Avenue to NW 32 Avenue has started on June 13, 2011. The total budget amount for this project, including design services is \$258,500 of which \$112,500 was received from SFWDM and the City will match \$ 146,000. Project was advertised for bid on October 3, 2011.
11. On February 9, 2011, the City Council awarded the design services for NW 42 Avenue/NW 175 Street for a pedestrian bridge to Kimley-Horn Associates. This project is part of the \$1,000,000 grant, which the City received for school safety enhancement projects from the Florida Department of Transportation. The design services cost is \$73,000.00. The design team is working on revising plans based on DERM and FDOT's plan review comments. Plans are near to 100% design completion.
12. Public Works issued 20 permits of which 12 for driveways and sidewalk and 8 for utilities.
13. On September 15, 2011 and October 7, 2011, the Director met with the Myrtle Lake Community for the Special Taxing District (STD) to maintain their lake. The Director assisted and prepared the letter to request the petition. This will start the process between the Community and the STD for the lake maintenance.
14. On September 21, 2011, the Floodplain Administrator attended the Local Mitigation Strategy meeting at the County.
15. On September 21, 2011 staff attended the Transportation Improvement Program (TIP) Development Committee meeting. The focus of the meeting was the tentative Florida Department of Transportation and Turnpike Enterprise tentative five year work program FY 2013-2017.
16. On September 28, 2011 staff attended the Caribbean Carnival planning meeting with the event organizers and other City Departments.

17. On September 29, 2011 the Public Works Director, the Assistant Director, and the City Engineer attended a negotiation meeting with the contractor/consultant team for the canal work design/build project. The work consist of canal bank stabilization and replacement of culvert and outfall headwalls at sections of Carol City Canal B between NW 191 ST and NW 199 ST, the confluents of Carol City Canal A and Real Site Canal, and the NW 17 Avenue Canal from NW 167 ST to NW 168 Terrace.
18. On October 3, 2011, the Public Works Director and Assistant Director attended a field coordination meeting with the contractor/consultant team for the aforementioned canal work.
19. On October 3, 2011, the Director attended a FDOT Work Program Briefing with the Mayor. This meeting was to address the 5-Year Work Program Projects in the area; other City requests were addressed.
20. On October 5, 2011 Public Works staff attended the Caribbean Carnival planning meeting with Miami-Dade Transit (MDT), the Maintenance of Traffic (MOT) company (company responsible to set the barricades to close the road), and other City Departments.
21. On October 9, 2011 Staff provided litter removal services in the Right-of-Way for the Caribbean Carnival on NW 27 Avenue, NW 199 ST, NW 26 Avenue, and NW 203 ST.
22. On October 13, 2011 staff met with the Capital Improvement Department and the Parks and Recreation Department to coordinate the design of the Rolling Oaks Multipurpose Trail. The Rolling Oaks Multipurpose Trail is being funded through the Pedestrian Safety and Trail Enhancement grant approved by FDOT for the current fiscal year. The grant also includes citywide sidewalk enhancements.

## KEEP MIAMI GARDENS BEAUTIFUL

### **Keep Florida Beautiful Board**

- Working with board members to implement a marketing and education initiative State wide.

### **Vista Verde Garden**

- Completed

### **Palmetto/ NW 13<sup>th</sup> Avenue Landscape Improvement Project**

- 90% completed

### **Keep Miami Gardens Beautiful Radio Contest**

- In progress

### **Holiday Display**

- Meeting with staff to design and coordinate all holiday display for 2011

## **Fall Beautification Awards**

- Now accepting applications

## **Landscape Maintenance**

- City crews are currently maintaining all landscape areas throughout the city. Fertilizing, dropping sod and removing dead plant materials
- 64 trees installed
- Crews are now focused on pruning

## **In Class Environmental Education Program**

- Currently recruiting
- Looking into creating a field trip aspect to the program

## **Community Beautification projects**

- Ongoing

## **Make a Difference Day**

- Scheduled for 10/22/11

## **Tree Campus USA Designation Committee**

City assisting with the University's successful completion of their application

## **ASSISTANT CITY MANAGER (Dan Rosemond)**

- **Dolphin Center Development of Regional Impact (DRI)(Recission; update) –** Staff previously reported on this matter. As an update, Mayor Gibson and Deputy City Manager Renee Crichton met with Mayor Gimenez to discuss various issues concerning Miami Dade County. One of the issues was the City's request that the County rescind the DRI. By doing it administratively it is anticipated that it will be no cost to the City and avoid the public hearing process. Staff has sent the memo to the County's Deputy Mayor that oversees the Planning Department.
- **Volunteer Income Tax Assistance (VITA)-** The City will be partnering with the Internal Revenue Service to create a VITA site at the Community Center. The purpose of a VITA site is to have free tax preparation services available to eligible residents and to educate them about the Earned Income Tax Credit Program. The IRS estimates that there is approximately \$12M in unclaimed EITC for the zip codes that comprise the City of Miami Gardens. Volunteer recruitment is occurring now, with a tax season kick-off event scheduled for late January.
- **Home Beautification Program-** The County's office of Community Action and Human Services reached out to the City to assist them with a home beautification program. The County was having problems identifying eligible homeowners to participate. Community Development Staff met with County staff and it was agreed that we would provide a database of homeowners that

have previously been assisted by the City. Moreover, a letter was sent to each homeowner explaining the program. The program provides for new exterior painting and landscaping to be done by licensed contractors. Applications are to be accepted at the County offices.

- **Energy Efficiency Workshop (residential)-** On November 3, 2011 the City will host a home energy efficiency workshop at the Community Center. This workshop will teach residents tips on how to save on home energy costs. This is a free workshop to residents and the funding is provided thru the Energy Efficiency Community Block Grant Fund
- **Greater Miami Gardens Chamber (update)-** The executive committee of the Chamber Board has met and agreed to terms with an interim director. Elbert (Bert) Waters will be serving as the Chamber's first official employee and will focus on furthering the mission of the organization, securing additional membership, finalizing the agreement in order to obtain the City's funding commitment, and working thru the process of recruiting a permanent director. Working alongside Bert, I expect that the release of the GMGCC's website will happen in early November.
- **Façade Improvements-** As part of the City's Business Incentive Program (BIP), the City provides CDBG Funds to eligible businesses in order to upgrade their building facades. Currently the City is assisting the owner of Caribbean Shoppes on N.W. 2 Avenue and 195<sup>th</sup> Street. The project consists of new paint, signage, impact resistant windows, and parking lot improvements. The total project is \$207k, with the owner contributing \$30k toward the project.
- **NSP3-** Council voted to award NSP3 funds to two entities for the provision of housing units within the target areas identified in the City's plan. Since the allocation of the funds, Staff has been working on the specifications of the loan agreements, along with ensuring that all of the environmental clearances have been obtained. Contracts with each entity are expected to be executed by November 30<sup>th</sup>.
- **Housing unit conveyances-** Council will recall that it approved the conveyance of housing units acquired thru the NSP program to two non-profit agencies. During this reporting period, staff has completed the conveyance of its first unit to Harvest Fire Ministries. The location of the property is 2400 N.W. 152 Street. This unit could not be sold to an income eligible first-time homebuyer, therefore it was determined that it would be conveyed to the non-profit in order to provide permanent rental housing to income eligible individuals.

Participated in the following meetings:

- (9-19-11) Miami Dade County-Russell Benford
- (9-26-11) Housing Finance Authority Board meeting
- (10-4-11) Kings Gardens Residents meeting

- (various dates) Miami Gardens Chamber Board meeting
- (10-13-11) Brandsmart executives-Sign Code discussion

## **REREATION DEPARTMENT (Kara Petty, Director)**

### **Recreation Division**

**Shining Stars After-School:** Children are engaged in various activities such as homework assistance, arts & crafts, creative indoor and outdoor activities, chess, etc. In addition, certified teachers improve their reading, math and science skills.

- Betty T. Ferguson Recreational Complex: twenty-seven (27) participants
- Rolling Oaks Park: nineteen (19) participants
- A.J. King Park: seventeen (17) participants
- Miami Carol City Park: eleven (11) participants
- Scott Park: eighteen (18) participants

#### **A.J. King Park**

- Line dance classes are held on Wednesday, Thursday, and Fridays with an attendance of 30-40 participants.

#### **Bennett M. Lifter Park**

- Church rental every Sunday with an attendance of 25-40.

#### **Brentwood Park**

- Construction on the new irrigation and field turf installation is in the final stages on the park.

#### **Buccaneer Park**

- Adult tennis is held on Monday and Thursday evenings with 15 participants registered.
- Line dancing classes are offered on Tuesdays, Wednesdays and Saturdays for adults of various ages with an attendance of 15-25.
- Church rental every Sunday with an attendance of 30-35.

#### **Bunche Park**

- There was a crime watch meeting held on September 26th from 6:30-8pm.
- Due to inclement weather, there was another power outage in the building, which has been repaired

#### **Miami Carol City Park**

- Walkers exercise around the park, the building and restrooms open at 7:30a.m.
- Reoccurring church rentals and cricket occur on Sundays.
- Line Dancing classes are held on Tuesday and Thursday nights with an attendance of 30-40 participants.

## **Rolling Oaks Park**

- There are over 30 patrons who play basketball Monday through Friday's during the evening hours.
- Facility rentals take place during the weekdays and weekends. These rentals include church meetings and parties.

## **Scott Park**

- Patrons walk around the park during the mornings and evenings.

## **Future Men and Women of Miami Gardens (Mentor Program)**

- FMWVG has 15 participants in the program meeting on Tuesday, Wednesday and Thursday at 3:30pm – 5:30pm.
- FMMG has 10 mentees registered and there is an average of 8 mentees in attendance. The mentees and mentors meet Tuesday, Wednesday, and Saturday where they have a workshop covering a different topic each week. They also enjoy daily indoor/outdoor activities, and a community service and/or field trips on Fridays.

## **Athletics**

- City of Miami Gardens Youth Football & Cheerleading regular season is in the 8<sup>th</sup> week of the regular season. We currently have a total of 8 undefeated teams this year, and we are striving to have a team in each weight class at the 2011 SFYFL Super Bowl. We have a total of 38 football teams & 25 cheerleading teams.
- SFYFLC Cheer competition will be at the University of Miami on Nov 12<sup>th</sup> 2011. Come support our Miami Gardens cheer squads.
- Homecoming festivities begin Saturday, October 15<sup>th</sup> for City of Miami Cowboys and Ravens football & cheer clubs. Homecoming events will feature food, games, entertainment, and raffles. Other Homecoming dates are: Vikings Football & Cheer, Saturday October, 22<sup>nd</sup> and Rams Football & Cheer, Saturday, October, 29<sup>th</sup>.
- Mass Registration for Youth Basketball 2011-2012 is set to begin October 31, 2011. Participation numbers are expected to double from last year's enrollment.

## **Betty T. Ferguson Recreational Complex**

<b>Facility Name</b>		<b>Gross Revenue</b>
<b># of Building Rentals</b>	50	\$8,727.50
<b>Programming</b>	<b>Capacity</b> <b>Enrolled</b>	<b>Gross Revenue</b>
Martial Arts (contracted)	90                  59	\$3,588.00
Shining Stars Afterschool Program	60                  27	\$1,680.00
Get Up and Go! (cancelled)	24                  Cancelled	Low Enrollment
Drop In	0	\$0.00
Youth Drum Line (contracted)	20                  13	\$800.00
Ballet (contracted)	120                124	\$1,332.50
Intro to Computers (contracted)	12                  7	\$396.00
Microsoft Office Training	12                  12	\$164.00
Self Defense	18                  0	\$0.00
Spanish: Beginners	12                  Cancelled	Low Enrollment
Hip Hop Kidz	80                  2	\$240.00
<b>Seniors</b>	<b>Meeting</b>	<b>Revenue</b>
Brentwood Goldies	4	\$65.00
Rolling Oaks	4	\$65.00
Buccaneer	4	\$65.00
Silver Sneakers	462	\$5,175.00
CMG Senior Memberships (Not Include Silver Sneakers)	46	\$710.00
<b>Aquatics</b>	<b>Enrolled</b>	<b>Revenue</b>
Daily Drop-In		
Senior	3	\$9.00
Adult	12	\$60.00
Youth	131	\$265.00
Membership	5	\$615.00
<b>Swim Lessons</b>	<b>Enrolled</b>	
Adult	25	\$750.00
Youth	35	\$1,050.00
Pre-School	29	\$870.00
<b>Water Aerobics</b>		
Daily	89	\$445.00
Membership	132	\$3,960.00
<b>Daily Entry</b>		<b>Gross Revenue</b>
Computer Room	1	\$5.00
<b>Fitness-Daily Drop In</b>		
Fitness-Senior	35	\$175.00
Fitness-Adult	128	\$1,280.00
Fitness-Youth	25	\$125.00
<b>Gymnasium – Daily Drop In</b>		
Gymnasium-Senior	9	\$45.00
Gymnasium-Adult	6	\$52.00
Gymnasium-Youth	74	\$370.00
<b>Package Name</b>		<b>Gross Revenue</b>
Fitness – Memberships	277	\$8,474.50
Personal Training-Memberships	2	\$245.00
Gymnasium – Memberships	9	\$257.50
<b>Total Gross Revenue</b>		<b>\$36,886.00</b>

**Amphitheater**

On October 7<sup>th</sup>, a ribbon cutting ceremony was held for the newly constructed outdoor amphitheater. The facility has seating for approximately 250 people and a sound system. Outdoor events will be held at the facility throughout the year.

**Senior Program**

The Senior Program commences every Tuesday at the Betty T. Ferguson Recreational Complex from 10am–1pm. Seniors engage in a weekly brunch that

is health conscious with a varying menu from week to week. Below are some of the activities that took place during the month of September.

**Participation:**

Registration: 228  
 Average attendance: 105 - 115  
 SilverSneakers: 425 total participants

**Revenue Report:**

(August SilverSneakers) 59 seniors came at least 8 times this month. At \$24 per person we made \$1416.00 in reimbursements from the SilverSneakers Program.

\*Please note reimbursements are 30 days behind.

(August non SilverSneakers)

15 Gold (\$25) Registrations - \$475.00  
 2 Silver (\$15) Registrations - \$30.00  
 39 Bronze (\$5) Registrations - \$295.00

**Special Guests/Events:**

- September 13<sup>th</sup> presentation on “Breast Cancer”
- September 20<sup>th</sup> presentation on “Headaches and Migranes”
- September 27<sup>th</sup> presentation on “Alzheimers and Dimensia”

**Field Trips:** September 16, 2011 seniors participated in the Morikami Museum field trip. 76 participants were in attendance.

**Comments:**

Fit and Strong workshop/classes began at Miami Carol City Park Recreation Center. We have been unable to begin the Matter of Balance workshop and classes due to low participation and interest. However, we are continuing our efforts to recruit participants to take advantage of the free workshops.

**JANITORIAL AND LANDSCAPING**

	# of Grass Cuts	# of Janitorial Visits	# of Garbage Pick-Ups	Laid Mulch	# of Times Detailed Grounds	Cut/Prune/Trim Hedges	Herbicide Grounds	Cut/Prune/Trim Trees	Remove Debris	Fertilize Grounds	Premises Blown	Trimmed Grounds	Weed Spray	Sprayed & Ring Trees
A.J. King Park		21												
Andover Park		22									1			
Bennett M. Lifter Park		18												
Brentwood Park		18												
Brentwood Pool		18												
Buccaneer Park	1	18									2			

Bunche Church	1	21												
Bunche Church Storage	1	21												
Bunche Park	1	21												
Bunche Pool	1	21												
Cloverleaf Park		22									1			
Inspection Station		11												
Miami Carol City Park	2	18									1			
Mount Herman		21												
Myrtle Grove Park/Pool		20												
North Dade		22												
Norwood Park		22									1			
Norwood Pool		22									1			
Rolling Oaks Park		19									1			
Scott Park		21							1					
Vista Verde Park		16										1		

- All park irrigation systems checked and repaired
- Removed debris from all parks
- Irrigation performed a wet check on all of the parks
- Adjusted all the timer settings on all the parks with irrigation systems

## TRADES/IRRIGATION

### Administrative Office

- 9/19 Repaired the front door buzzer

### Andover Park

- 9/20 Cleaned the water fountain and balanced the H<sup>2</sup>O

### Betty T. Ferguson Recreational Complex

- 8/31 Repaired the GFCI in the concession area
- 9/1 Repaired eight lights
- 9/1 Cleaned under the side of the bleachers
- 9/1 Repaired the light in the men's room
- 9/2 Repaired the exhaust fan in the men's restroom
- 9/2 Repaired the kitchen light
- 9/9 Repaired the faucet in the handicap stall of the men's room
- 9/14 Replaced the ceiling tiles in the auditorium
- 9/14 Replaced the ceiling tiles in the boy's locker room
- 9/16 Snaked the drain near the kitchen area
- 9/20 Installed 5 thermostat covers
- 9/21 Installed an electric plug for the pool
- 9/26 Installed bench seats on the bleachers

### Buccaneer Park

- 9/13 Worked on installing a system pump at the house
- 9/14 Investigated the house pumps electrical problem

## **Bunche Park**

- 9/15 Repaired a broken line in the football field
- 9/16 Painted the wall under the breezeway
- 9/20 Anchored the bench into the ground

## **Bunche Pool**

- 9/20 Cut a rod out of the ground

## **Cloverleaf**

- 9/20 Repaired the wooden fence

## **Miami Carol City Park**

- 9/12 Repaired a broken lateral line
- 9/14 Repair Musco light fence
- 9/16 Repaired a broken main line
- 9/16 Inspector conducted an inspection on the new irrigation system
- 9/19 Repaired a seat in the women's restroom
- 9/19 Repaired the wooden fence
- 9/20 Place new address numbers on the building
- 9/21 Pressure cleaned the breezeway
- 9/21 Checked the Musco light near the baseball field
- 9/27 Repaired the lock on the main building door
- 9/28 Repaired the door near the multi-purpose field

## **Myrtle Grove**

- 9/27 Repaired the security light in front of the building

## **North Dade Park**

- 9/23 Removed the roof of the dugout

## **Norwood Park**

- 9/20 Repaired the fence near the dugout

## **Rolling Oaks Park**

- 9/1 Repaired the tripped breaker to the Musco light
- 9/16 Installed a cap on the playground equipment
- 9/27 Repaired a window
- 9/27 Replaced tiles
- 9/27 Pressure washed the building and sidewalks

## **Scott Park**

- 9/12 Replaced broken sprinkler heads
- 9/19 Repaired the wooden fence

- All Parks: 9/16 Checked for graffiti, broken fences, and playground structure safety hazards

**Current Projects**

- Brentwood Park: new irrigation on the entire park and laser grading of the football field is in progress
- Miami Carol City Park playground: demolition began on the playground area and a new playground and safety surfacing is anticipated to be complete by the Thanksgiving holiday.

**PLANNING & ZONING** Jay Marder, Cyril Saiphoo, Nixon Lebrun, Marilu Gunness

- **Zoning Code Fees** – The new LDR Fees continue to be effective in bringing revenue to the Department and the Development Services Fund. From the middle of September to mid October the Department collected approximately \$50,000 in zoning application fees.
- **Permits Processed:**

Permit Type	Sept-Oct
Community Residential/Group Homes	1
Public Hearing	3
Landscape Plan Approval	3
Sign Plan	3
Site Plan Review	1
Temporary Sign	2
Tree Removal / Relocation	1
Special Action Request	0
Vehicle Parking Permit	5
Verification Letters	7
Vested Rights Determination	1
Substantial Compliance	1
Window Sign	2
Sign Related Site Visits	3
ZIP	15
Building Permit Reviews	58
Building Permit Inspections	8
Certificates of Use	32
Pre-Application Meetings	5
Plats	1
Special Events	10

- **Town Center Zoning** – Processed Ordinance and approval by Council at first reading for replacement of the old Town Center Zoning District with the Planned Corridor Development Zoning District in the new code. Staff has drafted a Town Center Overlay zoning district to reestablish the land use mix that will encourage a pedestrian friendly downtown type of mixed use area. Second reading will be considered at the November 2 Zoning Meeting.

- **PCD to R-1 Rezoning** – Processed Ordinance to change 23 single family homes in the Town Center Area from PCD, Planned Corridor Development back to R-1 Single Family Residential to protect the neighborhood and avoid non-conforming use status for these residences. The rezoning was approved at first reading on Oct. 5, with second reading on Nov. 2, 2011 Zoning Meeting.
- **Old Mt. Herman Church in Bunche Park** – As part of a potential sale, staff processed a rezoning of the old church site and an adjacent lot to NC, Neighborhood to enable a place of religious assembly. The rezoning was approved at first reading on Oct. 5, with second reading at the Nov. 2, 2011 Zoning Meeting.
- **The Commons** – Staff has processed the traffic study and is processing the site plan.
- **Southern Wines and Spirits**– Additional follow-up meetings on site and here to resolve landscape compliance and certificate of legal conformity, resulting in additional trees.
- **EBS Office Complex** – pre-application meeting with EBS Engineering to build new 16,000 square feet office building at NW 27 Ave and NW 168 Terrace requiring a rezoning. First reading is scheduled for the Nov. 2, 2011 Zoning Meeting.
- **DRC** – held DRC meeting for Social Security Administration building; issued site plan review approval for construction of new 20,000 sq.ft. building at UAIC site; coordinated and held DRC for new City Hall complex with Capital Improvements with participation by most of the City’s Departments.
- **Code Enforcement** – meeting with Mayor and Richard Allen Academy to resolve code enforcement issues for establishment of Charter School; meeting and ongoing discussion for property located at 530 NW 183 Street; attend Special Masters for testimony on property located a 17900 NW 2 Avenue for CU violations.
- **American Tower** – site meetings to resolve conditions of approval and with Public Works on removal of partially built NW 210 Street and construction of gate; dedication of 25’ wide park easement.
- **Green Code Amendments** – Council adopted on second reading LDR amendments for “green code” recommendations.
- **Sign Code Implementation** – Coordinated/met with stakeholders including Brandsmart, Rooms-to-Go and El Dorado furniture on their sign plan issues. Also, as discussed and approved at the September Zoning Meeting, City staff anticipates transmitting letters to all properties that have not submitted Sign Plans in compliance with the regulation deadline of February 2011. This includes over 700 commercial/industrial properties. About 20 percent of such properties have submitted Sign Plans. The letter is drafted and ready to go. We are waiting to receive approval to transmit the notice letter.
- **Dolphin Center South DRI** – Regarding Council’s approval of staff’s recommended options to rescind the Dolphin South DRI on September 7, staff subsequently transmitted this request to Miami-Dade County. I have been contacted by both the new Department of Community Affairs and the South Florida Regional Planning Council regarding additional options. The option that is likely to be recommended is to revise/change the boundaries of the DRI to exclude the property owned by the City. A formal response from the county has not yet been received.
- **Dolphin Center North DRI** – The proposed Water Park project has been put on hold according to sources from the Stadium.
- **Crystal Lake Apartments** – Coordinated meeting with potential owners; we were told that the property was bought at auction for \$11M by an unknown buyer.

## PLANNING – Jay Marder, Bhairvi Pandya

- **Municipal Transportation Grant for Bicycle/Pedestrian Mobility Plan** – Staff has identified Kimley-Horn and Associates consulting firm to finalize the scope of services. Then we will bring this project to the Council for an agreement with the Miami-Dade County Metropolitan Planning Organization.
- **Monthly Miami-Dade Transportation Planning Council (MPO Staff Technical Committee) Meeting** - Bhairvi attended.
- **Monthly Miami-Dade Planners Technical Committee Meeting** - Bhairvi attended.
- **State Road 7 Collaborative Meeting** – Hosted and attended meeting at Miami Gardens.

## EDEN –Bhairvi Pandya

- **Parcel Refresh** – Bhairvi – Ongoing, folio addresses show error with zipcode specific to 33055. Per IT CASS certification of each folio address in EDEN database needs to be completed. Bhairvi will complete the CASS project of all 28,530 folio addresses. Monthly update to be provided to ACM. So far all but 6,000 out of 28,520 addresses have been CASS certified. Remainder of addresses for various reasons are not getting CASS certified automatically as they should be. They will be CASS certified manually one by one by confirming data with Bing addresses, PTXA tax roll, Property Appraiser's website, Parcel Module and in some cases Permit module. This verification is extremely time consuming and in addition, connection to server getting lost and troubleshooting with Tyler tech support is delaying completion date of project approximately by one month or so. More delay in accomplishing the task is due to instructions given on giving priority to other projects. Estimated completion date is end of November 2011.

## GIS Maps– Bhairvi Pandya

- **Group Home Maps** – 3 maps completed.
- **Group Home Monthly Data** – Ongoing- received monthly group home report from State Department, generated list from AHCA website, communicated to agencies to confirm group home status. Integrated all new group homes into database, called applicants to verify status, updated master list and edited map accordingly.
- **Zoning Actions Map** – Ongoing- Created a new Zoning Actions Map based on new zoning districts. The map is interactive with points and parcels highlighted on it. Upon clicking the desired point, all zoning data relative to that parcel will pop up for review.
- **Census 2010 Tables and Map for Redistricting** – Completed analysis- Received census data file from Miami-Dade County. Completed defining Miami Gardens' census profile for redistricting purposes.

Prepared the following GIS based analysis and maps for redistricting:

- 1) 2010 blocks map overlaid with all four council districts for redistricting
- 2) 2010 census tract map overlaid with all four council districts for redistricting.
- 3) Redistricting summary table- grand total of all redistricting data for each council district.
- 4) 200-2010 censuses difference table- gains and losses per each council district between 2000 and 2010 censuses.
- 5) 2010 blocks and census tracts redistricting totals for each council district.

- 6) 10% rule analysis for redistricting based on School of Government article- city percent yield is more than 10%.
- **ACM Assistance-** Provide assistance with preparing PowerPoint presentation to ACM Rosemond.
  - **Public Hearing Maps- totaling 9 maps**
    - 1) Warren Henry Sign Variance- 3 maps including zoning map, aerial map, mailed notice radius map and 1 address list. 1 map for advertisement.
    - 2) EBS Office Complex rezoning - 3 maps including zoning map, aerial map, mailed notice radius map and 1 address list. 1 map for advertisement.
    - 3) Bunche Park rezoning - 3 maps including zoning map, aerial map, mailed notice radius map and 1 address list. 1 map for advertisement.
  - **IT –** Working on technical solution with IT due to moving the GIS map files; changing the file locations/subdirectories, which was done to almost all departments, prevents GIS maps' from working because all of the file paths to prevent the maps from working properly.

## HISTORIC PRESERVATION

- **Sunshine Arch:** As Council already knows, the Arch has become a designated historic property. We have transmitted a preliminary package to the Florida Department of State, Historic and Archeological Resources as the first step to obtain **National** Historic Place status for the Arch.
- **Enrico Farmhouse –** We are still pursuing the Miami-Dade County Historic Preservation Board local historic designation by the end of year. We are working on a grant of \$50,000 for renovations.

## MISC

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