



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: December 14, 2011
1515 NW 167th St., Bldg. 5, Suite 200
Miami Gardens, Florida 33169
Next Regular Meeting Date: January 11, 2012
Phone: (305) 622-8000 **Fax:** (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

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

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

(A) CALL TO ORDER/ROLL CALL

(B) INVOCATION

(C) PLEDGE OF ALLEGIANCE

(D) APPROVAL OF MINUTES

Regular City Council Minutes – October 28, 2011
Special City Council Meeting – November 7, 2011
Regular City Council Meeting – November 12, 2011

(E) ORDER OF BUSINESS (Items to be pulled from Consent Agenda at this time)

(F) SPECIAL PRESENTATIONS (5 minutes each)

- F-1) Councilman David Williams Jr., - Teachers of the Year
- F-2) Tom Ruiz, Public Works Director – American Public Works Association Project of the Year
- F-3) Dr. Danny O. Crew, City Manager – Employee recognitions
 - A. Employee of the month for October and November 2011
 - B. Five Year Service Pin

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

None

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

None

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

- J-1) **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT AGREEMENT TO AWARD COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) FOR FISCAL YEAR 2011-2012 TO THE GREATER MIAMI GARDENS CHAMBER OF COMMERCE, 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 MAYOR SHIRLEY GIBSON)**

(K) CONSENT AGENDA

- K-1) **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING COUNCILMAN DAVID WILLIAMS JR’S APPOINTMENT OF DONNTAY COOPER TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A THREE (3) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR.)**

- K-2) **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING MAYOR SHIRLEY**

GIBSON'S APPOINTMENT OF BRIAN C. HARRIS, TO THE CITY OF MIAMI GARDENS MIAMI GARDENS PROGRESSIVE YOUNG ADULTS FOR A TERM OF TWO (2) YEARS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)

- K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING A ZERO TOLERANCE POLICY RELATED TO GRAFFITI; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)**
- K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, URGING TOBACCO RETAILERS TO STOP THE SALE AND MARKETING OF FLAVORED TOBACCO PRODUCTS IN MIAMI-DADE COUNTY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR.)**
- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO MAGNA CONSTRUCTION, INC. FOR THE N.W. 159TH STREET STORMWATER DRAINAGE PROJECT IN THE AMOUNT OF ONE HUNDRED FIFTY-NINE THOUSAND, EIGHT HUNDRED SIXTY-TWO DOLLARS AND TWELVE CENTS (\$159,862.12); AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A", FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING DAVID WILLIAMS JR'S APPOINTMENT OF CECIL DANIELS TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A ONE (1) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR.)**

K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE MIAMI DOLPHINS, LTD. TO WAIVE THE FACILITY RENTAL FEE AT THE BETTY FERGUSON RECREATIONAL COMPLEX FOR THE MIAMI DOLPHINS FOOTBALL AND CHEER ACADEMY, 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)

(L) RESOLUTION(S)

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

(N) REPORTS OF MAYOR AND COUNCIL MEMBERS

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

(P) ADJOURNMENT

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

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

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



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 14, 2011		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
			X				
Funding Source:	Community Development Block Grant (CDBG) funds		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Obj. – Advance Business & Economic Development in 3 established major corridors			
	X						
Sponsor Name	Mayor Shirley Gibson		Department:	City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT AGREEMENT TO AWARD COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) FOR FISCAL YEAR 2011-2012 TO THE GREATER MIAMI GARDENS CHAMBER OF COMMERCE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

**ITEM J-1) RESOLUTION
PUBLIC HEARING
CDBG Grant Award**

At the February 28, 2011 meeting, City Council approved resolution number 2011-28-1421 which authorized the City Manager and City Attorney to take any and all steps necessary to create the Greater Miami Gardens Chamber of Commerce. The resolution also approved the funding source (Community Development Block Grant Funds) and the proposed amount of \$120,000 to provide for operational financing.

Furthermore, at the May 11, 2011 meeting, City Council approved resolution number 2011-84-1477 which amended resolution number 2011-28-1421, clarifying that the use of the CDBG funding that would be allocated to the chamber would only be for the expressed purpose of carrying out activities eligible under CDBG regulations that will benefit low-to-moderate income persons, or businesses located in qualified census tracts.

Current Situation

As a 501(c)6 entity, the Greater Miami Gardens Chamber of Commerce (GMGCC) is eligible to enter into an agreement with the City as a sub-recipient of CDBG Funds. It should be noted that no CDBG funding has yet been awarded. As the previous agenda memo proposed, the GMGCC needed to submit a proposal that outlined the specific activities it will carry out along with a budget for said activities; at which time City Staff would bring the item back to Council to request an allocation of CDBG funds be awarded to the GMGCC.

The GMGCC has submitted such a proposal and City Staff is now recommending that an award of \$120,000 of CDBG 2010-2011 funds be awarded to the GMGCC.

A resolution is required in order to award CDBG funds to the Greater Miami Gardens Chamber of Commerce. Upon Council's approval of staff's recommendation, a sub-recipient agreement will be executed between the City and the GMGCC.

Proposed Action:

That the City Council approve the proposed resolution.

Attachment:

- GMGCC proposal
- Sub-recipient Agreement

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
5 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST
6 RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT
7 AGREEMENT TO AWARD COMMUNITY DEVELOPMENT BLOCK
8 GRANT FUNDS IN THE AMOUNT OF ONE HUNDRED TWENTY
9 THOUSAND DOLLARS (\$120,000.00) FOR FISCAL YEAR 2011-
10 2012 TO THE GREATER MIAMI GARDENS CHAMBER OF
11 COMMERCE, A COPY OF WHICH IS ATTACHED HERETO AS
12 EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY
13 CLERK; PROVIDING FOR THE ADOPTION OF
14 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
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16 WHEREAS, on February 28, 2011, the City Council adopted Resolution No.
17 2011-28-1421, which authorized the City Manager and the City Attorney to take any and
18 all steps necessary to create the Greater Miami Gardens Chamber of Commerce
19 ("MGCC"), and

20 WHEREAS, the City Council previously authorized the allocation of funding in the
21 amount of One Hundred Twenty Thousand Dollars (\$120,000.00) in Community
22 Development Block Grant (CDBG) funds to the MGCC, and

23 WHEREAS, on May 11, 2011 adopted Resolution No. 2011-84-1477, which
24 amended Resolution No. 2011-28-1421 to clarify the method in which CDBG funds may
25 be allocated to MGCC, and

26 WHEREAS, as a 501(c)6 entity, the MGCC is eligible to receive CDBG funds
27 after the submission of a proposal to implement programs which would benefit low to
28 moderate income persons or businesses located in qualified census tracts, and

29 WHEREAS, since that time, the MGCC has submitted a proposal to implement a
30 work program which would focus on business education, student/business internships,
31 the development of a business directory and a small business guide, and

32 WHEREAS, Mayor Shirley Gibson recommends that CDBG funding for 2011-
33 2012 be awarded to the Greater Miami Gardens Chamber of Commerce to implement a
34 work program to benefit small businesses within the City,

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

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

40 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
41 hereby authorizes the City Manager and the City Clerk to execute and attest
42 respectively, that certain Sub-Recipient Agreement to award Community Block Grant
43 Funds in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) for fiscal
44 year 2011-2012 to the Greater Miami Gardens Chamber of Commerce, a copy of which
45 is attached hereto as Exhibit "A".

46 Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby
47 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
48 be maintained by the City, and one (1) to be delivered to Greater Miami Gardens
49 Chamber of Commerce.

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

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

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SHIRLEY GIBSON, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: MAYOR SHIRLEY GIBSON

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)

PROVIDER NAME:	City of Miami Gardens	TYPE OF CONTRACT:	Subrecipient
CONTRACT #	1	CONTRACT AMOUNT:	\$120,000.00
CONTRACT PERIOD:	10/01/2011 09/30/2012	CONTRACT MANAGER:	Elbert L. Waters
BUDGET PERIOD:	10/01/2011 09/30/2012	# of Months in Budget Period	12

Personnel

	% to Project		Estimated Total
A. Personnel	65%	\$	78,000.00
B. Fringe Benefits	0%	\$	-
Personnel Costs Total		\$	78,000.00

Travel

	% to Project		Estimated Total
C. Staff Travel/Training	3%	\$	3,500.00
Travel Costs Total		\$	3,500.00

Expense

	% to Project		Estimated Total
D. Office Expenses			
1 Utilities	6%		\$7,200
2 Telephone	2%		\$2,400
3 Postage/Shipping	1%		\$1,000
4 Copies/Printing	2%		\$2,000
5 Office Supplies	3%		\$3,000
6 Janitorial Supplies	1%		\$1,000
7 Building Maintenance & Repair	2%		\$1,810
8 Equipment Repair	1%	\$	1,500
9 Security Services	0%	\$	-
Office Expense Total		\$	19,910
Administrative Expenses			
E. Rental Use of Space	6%	\$	7,140
F. Rental Equipment	0%		
G. Insurance	1%	\$	1,450
H. Advertising/Outreach	0%	\$	-
I. Membership Fee/Subscriptions	1%	\$	1,000
J. Client Educational/Training Tools	2%	\$	2,000
K. Information Resource Technology - Recurring	0%	\$	-
L. Subcontracted Services	3%	\$	3,000
M. Financial Audit	3%	\$	3,000
Expense Cost Total			37,500

Direct Costs

	% to Project		Estimated Total
N. Office Equipment (Non-Oco <\$1000.00)	1%	\$	1,000
Direct Cost Total		\$	1,000

Total Fixed Rate Budget Amount	\$	120,000.00
Total Contract Budget	\$	120,000.00



Greater Miami Gardens Chamber of Commerce

The GRASS is really
GREENER
in Miami Gardens

October 18, 2011

Mr. Danny Crew, PhD
City Manager
City of Miami Gardens
1515 N.W. 165th Street
Miami Gardens, Florida 33015

Re: Funding Request

Dear Dr. Crew:

The purpose of this correspondence is to request the City's allocation of funding for our organization. The Greater Miami Gardens Chamber of Commerce was borne out of an evident void in this community, as a source of technical assistance and access to financial resources to small business. While there are existing chambers that serve the general Miami Gardens area, there is no specific organization that is exclusively focused on growing existing city businesses, and attracting new businesses to the City.

As you may know, the Greater Miami Gardens Chamber of Commerce (GMGCC) is a 501(c) 6, non-profit business association created to promote business development in the Miami Gardens area by marketing the City of Miami Gardens as a destination location. The GMGCC intends to promote the City's commercial assets (including the two industrial parks), carry out the City's Business Incentive Program, which includes façade improvements for business, and administer a revolving loan program and/or provide access to other financing mechanisms to local businesses. The GMGCC will add value to the City's businesses community by creating a "**Brand**" to focus its' efforts on marketing, entrepreneurial development and technical assistance for small businesses, assist businesses to strive for and contribute to the economic growth of the City.

Post Office Box 551896
Miami Gardens, FL 33169
(305) 414-1949

The GMGCC board has reviewed the City's 5-year strategic plan, and is committed to meeting the Economic Development goals outlined in this document. In sum, the GMGCC will provide the businesses in the City of Miami Gardens area a dedicated Chamber of Commerce for economic and business development purposes. Therefore, on behalf of the Board of Directors and members of the Greater Miami Gardens Chamber of Commerce, we respectfully request your consideration for funding in an effort to enable the organization to carry out its projected programmatic and budget objectives.

If you have any questions, please feel free to contact me at P.O. Box 551896, Miami Gardens, Florida 33015.

Respectfully Submitted, I am

A handwritten signature in purple ink that reads "Elbert L. Waters". The signature is written in a cursive style and is positioned above a long, thin horizontal line that extends across the width of the signature area.

Elbert L. Waters, J.D.
Interim Executive Director
Greater Miami Gardens Chamber of Commerce

C: GMGCC Board of Directors
Danny Rosemond, Assistant City Manager/Director of Community Development

Post Office Box 551896
Miami Gardens, FL 33169
(305) 414-1949

**CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
SUB-RECIPIENT AGREEMENT**

THIS AGREEMENT (hereinafter the “Agreement”) is entered into this 1st day of **October, 2011**, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”) and **The Greater Miami Gardens Chamber of Commerce, Inc.** a Florida not for profit corporation (hereinafter referred to as the “SUBRECIPIENT”).

FUNDING SOURCE: Community Development Block Grant Funds
AMOUNT: \$120,000
TERM OF THE AGREEMENT: 1 year
IDIS NUMBER (to be completed by the City): _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

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

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

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

Act or 24 CFR 570

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

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

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

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low-and-Moderate

Income Person:

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

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II

BASIC REQUIREMENTS

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

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

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

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

ARTICLE III

TERMS AND PROCEDURES

3.1 **CITY AUTHORIZATION:**

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

3.2 **EFFECTIVE DATE AND TERM:**

This Agreement shall begin on December 15, 2011 and end on September 30, 2012.

3.3 **OBLIGATIONS OF SUBRECIPIENT:**

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

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

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

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

4.2 INSURANCE:

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$200,000.00 per occurrence, \$1,000,000.00 aggregate, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.

- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$300,000 combined single limit for bodily and property damage and/or split limits in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.
- (iii) Workers' compensation insurance as required by the laws of the State of Florida.

4.2.2 All such insurance shall insure the CITY as the primary additional insured. The SUBRECIPIENT shall be required to furnish evidence of any other insurance coverage the CITY may reasonably require during the term of this Agreement. All such policies shall require the insurance carrier to give the CITY at least 30 days prior written notice of termination, cancellation, expiration or modification, and all such policies shall be written by insurance companies satisfactory to the CITY.

4.2.3 Crime Policy (Employee Coverage) for all persons handling funds received or disbursed under this Agreement in an amount equal to or greater than one third (1/3) the amount of the grant of funds hereunder. The CITY shall be named as Loss Payee.

4.2.4 Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this section or under any other section of this Agreement.

4.2.5 SUBRECIPIENT shall apply and obtain any other insurance coverage that the CITY may require for the execution of the Agreement.

4.2.6. SUBRECIPIENT shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Subrecipient or its employees, agents or

subcontractors, or (ii) the failure of the Subrecipient to comply with any of the paragraphs herein or the failure of the Subrecipient to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Subrecipient expressly agrees to indemnify and hold harmless the Indemnittees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Subrecipient, or any of its subcontractors, as provided above, for which the Subrecipient's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.3 **FINANCIAL ACCOUNTABILITY:**

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

4.4 **RECAPTURE OF FUNDS:**

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

4.5 **CONTINGENCY CLAUSE:**

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

ARTICLE V

AUDIT

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

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

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

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

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

d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$500,000 in the fiscal year it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

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

ARTICLE VI

RECORDS AND REPORTS

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

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

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

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-

income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon HUD’s criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

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

- (c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

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

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

6.2 **RETENTION AND ACCESSIBILITY OF RECORDS:**

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

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by

the CITY, federal personnel and any other personnel duly authorized by the CITY.

- 6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement
- 6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.
- 6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.
- 6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

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

regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

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

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

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

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

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

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

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

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

7.6 **NON-DISCRIMINATION:**

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

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

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

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

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

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Non-Profit Organizations” and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

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

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

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

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

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

ARTICLE VIII

PROGRAM INCOME

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

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

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

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

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

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

SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

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

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

9.2 SUSPENSION:

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

delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

10.7 CONFLICT OF INTEREST.

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

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

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

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

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

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

CITY OF MIAMI GARDENS

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

SUBRECIPIENT

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

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

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

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

10.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the

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

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

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

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

SUBRECIPIENT

**GREATER MIAMI GARDENS
CHAMBER OF COMMERCE**, a Florida
not-for-profit corporation

ATTEST:

Corporate Secretary Date

By: _____
Name: Date

Title: Board Chairperson

SEAL

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

ATTEST:

Ronetta Taylor Date
City Clerk

By: _____
Danny O. Crew Date
City Manager

APPROVED AS TO
INSURANCE REQUIREMENTS:

APPROVED AS TO FORM AND
CORRECTNESS:

Taren Kinglee, Director Date
Human Resources/Risk Management

Sonja K. Dickens Date
City Attorney

**EXHIBIT “B”
WORK PROGRAM**

Technical Training: Business Education

Series of educational seminars focused on the small business owner to assist in various levels of entrepreneurship. The Chamber will provide topic-specific workshops and training, one-on-one counseling, troubleshooting and operational review for small businesses, all of which help owners learn how to improve operating margins and increase revenue. The Chamber will partner with financial institutions and other service providers to these services. The result is two-fold: small businesses receive valuable information and financial institutions can benefit by learning the special needs of the small business community and receiving input on how to improve their financial products to these potential customers.

12 classes (1 per month) with topics that include: Maximize Your Sales, Quality Service & Customer Care, Branding Your Company Image, Obtaining Business & Personal Credit, Social Media Marketing, Business Plan Writing, How to Prepare Government Bids and more.

Student/Business Internships

With two universities nestled within the city limits, there’s a combined student population just shy of 6,000 students. The Chamber is proffering student internships with local business owners. The internships will provide students with much needed experience and businesses with available educated workforce.

Additionally, through its business database, the Chamber would sponsor future educational programs for up and coming careers via small annex classes for students, led by local business owners available to teach lessons important to students when entering the job market.

Starting a Small Business Guide

Many start-up ventures are a labor of love by their creators; those of which are not well versed in the intricacies of municipal government. The Chamber will create a “How To” guide for new businesses alerting them of basic city requirements i.e. signage regulation, obtaining an

occupational license, getting a permit, etc. The guide, in the form of a brochure, will provide succinct information and is to be used as a referral.

Business Directory

The creation of a business directory will be featured on the Chamber's website listing local businesses as members. Businesses will be encouraged to patronize other local businesses, as well as cross-promote each other business.

EXHIBIT C

COMPENSATION AND BUDGET SUMMARY

GREATER MIAMI GARDENS CHAMBER OF COMMERCE

- A. All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for the Chamber of Commerce for the funding period beginning October 1, 2011 through September 30, 2012 is as follows:

FY 11-12:	\$120,000
FY 12-13:	\$ 80,000
FY 13-14:	\$ 30,000

- The City shall pay GREATER MIAMI GARDENS CHAMBER OF COMEMRCE, INC. (hereinafter referred to as the “SUBRECIPIENT,”) as maximum compensation for the services required pursuant to this Agreement the sum of \$230,000.00.
- B. During the term hereof and for a period of three (3) years following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.
- C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Department of Community Development.
- D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Department of Community Development. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.
- E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.

Name and Title

Date

EXHIBIT E

CITY OF MIAMI GARDENS - DEPARTMENT OF COMMUNITY DEVELOPMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

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

SUB-RECIPIENT

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

DATE

EXHIBIT F

CITY OF MIAMI GARDENS - DEPARTMENT OF COMMUNITY DEVELOPMENT

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

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

1. This sworn statement is submitted to _____

By _____

(print this individual's name and title)

for _____

(print name of entity submitting statements)

whose business address is _____

and if applicable is Federal Employer Identification Number (FEIN) is _____

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

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of 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

City of Miami Gardens



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

GREATER MIAMI GARDENS CHAMBER OF COMMERCE INC. hereby accepts the principles and guidelines described in the following Office of Management and Budget Circulars and Code of Federal Regulations for the Community Development Block Grant (CDBG) Public Service Program Agreement that covers the funding period from October 1, 2008 through September 30, 2008.

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

Signature

Date



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 14, 2011	Item Type:	Resolution	Ordinance	Other
			X		
Fiscal Impact:	Yes	No	Ordinance Reading:		1st Reading
		X	Public Hearing:		2nd Reading
		X	Yes	No	Yes
			X		No
Funding Source:	N/A		Advertising Requirement:		Yes
					No
					X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:		N/A
		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>		
Sponsor Name	Councilman David Williams Jr.		Department:		Mayor/Council

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING COUNCILMAN DAVID WILLIAMS JR'S APPOINTMENT OF DONNTAY COOPER 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, Councilman David Williams Jr., hereby submits his appointee Donntay Cooper for membership. This appointment will be for a three (3) year term and will expire December 14, 2014.

Proposed Action:

That the City Council approve the attached Resolution.

Attachment:

Board/Committee application and résumé.

**ITEM K-1) CONSENT AGENDA
RESOLUTION
Board Appointment**

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING DAVID WILLIAMS JR'S APPOINTMENT OF DONNTAY COOPER 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, Councilman David Williams Jr, and each member of the City Council has the right to appoint a member to the Committee, and

WHEREAS, Councilman Williams Jr, has appointed Donntay Cooper to the Committee, and

WHEREAS, it is appropriate for the City Council to confirm 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 Councilman David Williams Jr's appointment of Donntay Cooper 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: COUNCILMAN DAVID WILLIAMS 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 Agenda Cover Memo

Council Meeting Date:	December 14, 2011	Item Type:	Resolution X	Ordinance	Other		
Fiscal Impact:	Yes	No	Ordinance Reading:	1 st Reading		2 nd Reading	
		x		Public Hearing:	Yes	No	Yes
					x		
Funding Source:	General Fund		Advertising Requirement:	Yes		No	
						x	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		x					
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
			Enhance Organizational	<input type="checkbox"/>			
			Bus. & Economic Dev	<input type="checkbox"/>			
			Public Safety	<input type="checkbox"/>			
			Quality of Education	<input type="checkbox"/>			
			Qual. of Life & City Image	<input type="checkbox"/>			
			Communication	<input type="checkbox"/>			
Sponsor Name	Mayor Shirley Gibson		Department:	Mayor/Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING MAYOR SHIRLEY GIBSON'S APPOINTMENT OF BRIAN C. HARRIS, TO THE CITY OF MIAMI GARDENS MIAMI GARDENS PROGRESSIVE YOUNG ADULTS FOR A TERM OF TWO (2) YEARS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the Miami Gardens Progressive Young Adults, Mayor Shirley Gibson, hereby submits her appointees for membership in accordance with the Ordinance 2008-19-155, Section 2 (b). For a period of two (2) years, the committee will recognize Brian C. Harris. Members will recommend social, educational, cultural and recreational activities for young adults and to assist in the implementation at the direction of the City Council and City Manager.

**ITEM K-2) CONSENT AGENDA
RESOLUTION
Board Appointment**

These appointed members will adhere to duties and powers of the Advisory Committee as outlined in the Ordinance.

Proposed Action:

It is recommended that the City Council approve the attached Resolution.

Attachment:

Attachments : City of Miami Gardens Board/Committee Application

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING MAYOR SHIRLEY GIBSON'S APPOINTMENT OF BRIAN C. HARRIS 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, Mayor Shirley Gibson and each member of the City Council has the right to appoint a member to the Committee, and

WHEREAS, Mayor Gibson has appointed Brian C. Harris to the Committee, and

WHEREAS, it is appropriate for the City Council to confirm 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 Mayor Shirley Gibson's appointment of Brian C. Harris 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.

SHIRLEY GIBSON, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: MAYOR SHIRLEY GIBSON

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)

12/14



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: Brian C. Harris
(Please print)
 3. Home Address: 230 Ne 199th Terrace Miami, FL 33179
 4. Business Address: _____
 5. Employer (if self please state): Luckys Management
 - a. Job Title: Front Desk Agent
 - b. Nature of business: _____
 6. Home Phone No. _____ Business Phone No. _____
Fax No. _____
 7. E-mail Address: bharrisco2004@yahoo.com
 8. Education Background:
 - a. High School
Name of School N.M.B. SE^{High} Dates of Attendance 2000-2004
 - b. Vocational School
Name of School _____ Dates of Attendance _____
 - c. College
Name of College FTU Dates of attendance 2004-2009
Degree obtained if any Bachelor's in Psychology
- Please provide a copy of your Resume or CV along with this Application.**
9. Community Service (attach additional sheets if necessary):

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

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: No

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 Brian Harris Date 09/28/11
Applicant

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR

230 NE 199th Terrace
Miami, FL 33179
Cell 305-318-6642

BRIAN HARRIS

- Objective** Dedicated and hard working professional seeking employment opportunity as a counselor/case manager, where I can use my knowledge as well as my compassion for families in need.
- Summary of Qualification** Charismatic results oriented professional with creative problem solving abilities and an outstanding track record of working closely with management. Possess great communication skills, good collaboration with co-workers and supervisors. Takes initiative and have a willingness to learn.
- Experience** **2009–Present Life Impact Counseling Center Miami, FL.**
After-school Counselor
- Maintained a pleasant and inviting setting that was conducive to learning.
 - Performed any after-school-related task as assigned by the Director of Center.
 - Communicated progress to parent's concerning student's improvement.
 - Mentoring through coaching and counseling to assist in improving unwanted behaviors.
 - Ensure proper sight and sound supervision of students.
 - Utilized interpersonal skills to improve student's conflict resolution skills.
 - Communicated rules and norms to properly orientate students to the after school program
 - Provide a safe and enjoyable environment for the children to play in.
 - Provide supervision in various activities.
- 2006-2009 Family & Children Faith Coalition Opa-locka, FL.**
Tutor

- Provide tutoring in Mathematics, Social Studies and Language Arts.
- Provide a safe and enjoyable environment for the children to play in.
- Be a responsible and positive role model that the children will want to aspire to become.
- Participate in parent- student conference.
- Provide supervision in various activities.
- Develop curriculum for grades K-6 for summer program.
- Interact with parents as it pertains to the child's academic and social progress.
- Assist the staff in aiding children with learning disabilities and emotional instability

Education

2006-2009 **Florida International University** North Miami, Fl
Bachelors Degree/Psychology



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 14 2011		Item Type:	Resolution	Ordinance	Other	
				X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
		x		Public Hearing:	Yes	No	Yes
Funding Source:			Advertising Requirement:		Yes		No
						x	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		x					
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
				Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>			
Sponsor Name	Mayor Shirley Gibson		Department:	Mayor/Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING A ZERO TOLERANCE POLICY RELATED TO GRAFFITI; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

With the declining economy, rising unemployment and reductions in municipal maintenance funds, there is a noticeable increase in graffiti and vandalism across Miami Dade County. The City of Miami Gardens currently has an ordinance prohibiting graffiti on any public or private building. Miami-Dade County is requesting that Cities adopt a zero tolerance policy in support of the eradication, enforcement, and prevention of graffiti, to ensure that the standards and safety of the residents and business owners remain intact.

**ITEM K-3) CONSENT AGENDA
RESOLUTION
Zero Tolerance Policy on Graffiti**

Proposed Action:

It is recommended that the City Council approve the attached Resolution.

Attachment:

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING A ZERO TOLERANCE POLICY RELATED TO GRAFFITI; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, with the declining economy, rising unemployment and reductions in municipal maintenance funds Miami-Dade County is experiencing a proliferation of graffiti vandalism, and

WHEREAS, the County's main economic engine is the tourism industry, and

WHEREAS, the image that graffiti vandalism displays to out of town tourist and visitors is one of lawlessness, crime and violent gangs, and

WHEREAS, the volume of graffiti currently throughout the County reflects poorly on cities and the county alike, and

WHEREAS, the ubiquitous presence of graffiti also reflects poorly on residents, taxpayers and businesses of Miami-Dade County, especially when major conferences, conventions and events bring visitors from all over the world and throughout the U.S. to our community, and

WHEREAS, the County and municipalities within the County all need to work to eliminate graffiti,

WHEREAS, the County has adopted Resolution No. R-718-11 urging municipalities to adopt zero tolerance policies as it relates to graffiti,

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.

30 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
31 hereby adopts a zero tolerance policy related to graffiti and urges the City Manager to
32 direct staff to strictly enforce the City’s anti-graffiti ordinances.

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

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

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ATTEST:

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Moved by: _____

VOTE: _____

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

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 14 2011	Item Type:	Resolution X	Ordinance	Other		
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
		x		Public Hearing:	Yes	No	Yes
Funding Source:			Advertising Requirement:		Yes		No
						x	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		x					
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	Councilman David Williams, JR		Department:	Mayor/Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, URGING TOBACCO RETAILERS TO STOP THE SALE AND MARKETING OF FLAVORED TOBACCO PRODUCTS IN MIAMI-DADE COUNTY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Tobacco use is the number one cause of preventable death in the United States, and almost 90 percent of tobacco users smokers started before they were 18 years old. Each day, more than 4,000 young people try smoking for the first time, and 19% of High School students report current cigarette use. The Surgeon General has concluded that tobacco advertising greatly contributes to youth smoking rates, and recent research has shown that cigarette makers are targeting young smoker with new candy – and liqueur-flavored brands that mask the harsh and toxic properties found in tobacco smoke.

**ITEM K-4) CONSENT AGENDA
RESOLUTION
Urging Retailers to Stop the
Sale of Flavored Tobacco Products**

Tobacco companies are using youth-oriented colorful and stylish packaging, and exploit adolescents' attraction to candy flavors, which attracts the youth. Councilman David Williams, Jr. is urging that the City adopt a resolution to discourage the sale and marketing of flavored tobacco products.

Proposed Action:

It is recommended that the City Council approve the attached Resolution.

Attachment:

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, URGING TOBACCO RETAILERS TO STOP THE SALE AND MARKETING OF FLAVORED TOBACCO PRODUCTS IN MIAMI-DADE COUNTY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, tobacco use is the number one cause of preventable death in the United States, and almost 90 percent of tobacco users smokers started before they were 18 years old, and

WHEREAS, each day, more than 4,000 young people try smoking for the first time, and 19% of High School students report current cigarette use, and

WHEREAS, the Surgeon General has concluded that tobacco advertising greatly contributes to youth smoking rates, and

WHEREAS, the Master Settlement Agreement (MSA) reached in 1998 between state Attorneys General and major tobacco companies forbids cigarette manufacturers from directly or indirectly targeting youth in advertising, marketing and promotion of tobacco products aimed at initiating, maintaining or increasing youth smoking, and

WHEREAS, internal tobacco industry documents strongly suggest that manufacturers intentionally target youth through use of candy-like flavors in tobacco products, and

WHEREAS, research from the Harvard School of Public Health (published November 2005) found that cigarette makers are targeting young smoker with new candy – and liqueur-flavored brands that mask the harsh and toxic properties found in tobacco smoke, and

WHEREAS, Tobacco companies use youth-oriented colorful and stylish packaging, and exploit adolescents' attraction to candy flavors with names such as "Mandarin Mint", "Winter Warm Toffee" and "Twista Chill", and

30 WHEREAS, national studies have found that the vast majority of people who are
31 using these flavored tobacco products are youth and young adults, and

32 WHEREAS, the Florida Youth Tobacco Survey shows that at least 81% of
33 tobacco obtained by through social sources, not direct underage purchases by the
34 minors themselves and therefore existing age restrictions are inadequate protection to
35 keep these flavored products out of the hands of their primary users, youth, and

36 WHEREAS, some of these tobacco products, specifically flavored cigars and
37 blunts wraps are also used as drug paraphernalia for the smoking of marijuana, and

38 WHEREAS, flavored tobacco products are defined as loose tobacco including
39 snuff flour, plug and twist tobacco, fine cuts, chewing tobacco, snus, shisha tobacco,
40 smoking or snuffing tobacco products, and all other kinds and forms of tobacco,
41 including but not limited to cigarettes, cigars, smokeless tobacco products and blunt
42 wraps prepared in such a manner with the purpose for chewing, inhaling, smoking or
43 ingesting in any manner in which the product or any of its component parts (including
44 the tobacco, filter, or paper) contain, as a constituent (including a smoke constituent) or
45 additive, an artificial or natural flavor (other than tobacco or menthol) or an herb or
46 spice, including but not limited to, strawberry, grape, orange, clove, cinnamon,
47 pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry, coffee, or alcohol flavors,
48 that is a characterizing flavor of the tobacco product or tobacco smoke, and

49 WHEREAS, the City of Miami Gardens wants to discourage the sale and
50 marketing of flavored tobacco products,

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

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

56 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
57 hereby urges tobacco retailers to stop the sale and marketing of flavored tobacco
58 products in Miami-Dade County and in the City of Miami Gardens.

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

61 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
62 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: COUNCILMAN DAVID WILLIAMS 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)

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

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 14, 2011		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	SFWMD Grant and Stormwater Fund		Advertising Requirement: <i>(Enter X in box)</i>		Yes	
				X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	ITB# 11-12-003 NW 159th Street Stormwater Drainage Improvements		
	X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Goals: Improve City infrastructure		
	X					
Sponsor Name	Danny O. Crew, City Manager		Department:	Public Works / Stormwater		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO MAGNA CONSTRUCTION, INC. FOR THE N.W. 159TH STREET STORMWATER DRAINAGE PROJECT IN THE AMOUNT OF ONE HUNDRED FIFTY-NINE THOUSAND, EIGHT HUNDRED SIXTY-TWO DOLLARS AND TWELVE CENTS (\$159,862.12); AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT, A COPY OF WHICH IS 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:

In mid 2010, the South Florida Water Management District (SFWMD) informed the City of available funding for stormwater projects. The City applied and submitted three drainage projects from the City's

**ITEM K-5) CONSENT AGENDA
RESOLUTION
Awarding a Bid to Magna Construction Inc.**

Stormwater Master Plan and other flooding areas reported by residents. Each stormwater drainage project will consist of design, permitting, and construction of French basins with catch basins.

Specifically, the SFWMD has funded the drainage project for the area on NW 159 Street between NW 27 Avenue and NW 32 Avenue. Funding provided from SFWMD is \$112,500. An additional \$146,000 will come from the City's Stormwater Fund per the original agreement with SFWMD.

Specifications were prepared by City staff and Kimley Horn for NW 159th Avenue Stormwater Drainage Improvements Project and Bid #11-12-003 was advertised on October 5, 2011. A broadcast notice was sent to 771 vendors. Thirty-eight bid packages were requested. The bids were opened on November 3, 2011. Thirteen bids were received and publicity read (see attached tabulation sheet).

Bids were evaluated for compliance with the specifications and their ability to perform the work. Staff checked references of the apparent low bidder for past performances, finances, and insurances. All of the references were favorable, the finances are in order, and insurance is sufficient. A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's Office for review.

The vendor certifies that they will attempt in good faith to hire two unemployed residents from the City of Miami Gardens for this project.

Proposed Action:

That City Council approves the attached resolution authorizing the City Manager to execute the contract for NW 159th Street Stormwater Drainage Project in the amount of \$ 159,862.12, which includes a ten percent contingency, to Magna Construction, Inc., located in Ft. Lauderdale, Florida.

Attachment:

Attachment A – Tabulation
Attachment B - Contract

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, AWARDED A BID TO MAGNA
5 CONSTRUCTION, INC. FOR THE N.W. 159TH STREET STORMWATER
6 DRAINAGE PROJECT IN THE AMOUNT OF ONE HUNDRED FIFTY-
7 NINE THOUSAND, EIGHT HUNDRED SIXTY-TWO DOLLARS AND
8 TWELVE CENTS (\$159,862.12); AUTHORIZING THE CITY MANAGER
9 AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY,
10 THAT CERTAIN AGREEMENT, A COPY OF WHICH IS ATTACHED
11 HERETO AS EXHIBIT "A", FOR THIS PURPOSE; PROVIDING FOR
12 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE
13 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
14 EFFECTIVE DATE.
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16 WHEREAS, the South Florida Water Management District ("SFWMD") awarded
17 the City of Miami Gardens, One Hundred Twelve Thousand Five Hundred Dollars
18 (\$112,500.00) to complete a drainage improvement project on N.W. 159th Street
19 between N.W. 27th Avenue and N.W. 32nd Avenue ("the Project"), and

20 WHEREAS, City staff and its consultant, Kimley Horn prepared specifications for
21 ITB No. 11-12-003 for the Project, and

22 WHEREAS, on November 3, 2011, thirteen (13) bids were received and publicly
23 read, and

24 WHEREAS, after reviewing the bids for compliance with the specifications and
25 the firm's ability to perform the work, City staff recommends that the City Council award
26 the bid to Magna Construction, Inc. located in Fort Lauderdale, Florida, and

27 WHEREAS, the total cost for the Project is One Hundred Fifty-Nine Thousand
28 Eight Hundred Sixty-Two Dollars and Twelve Cents (\$159,862.12), which includes a
29 10% contingency, and

30 WHEREAS, the additional funding will be allocated from the City's stormwater
31 fund,

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

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

37 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
38 hereby awards a bid to Magna Construction, Inc. for the N.W. 159th Street stormwater
39 drainage project in the amount of One Hundred Fifty-Nine Thousand, Eight Hundred
40 Sixty-Two Dollars and Twelve Cents (\$159,862.12); and authorizes the City Manager
41 and the City Clerk to execute and attest respectively, that certain Agreement, a copy of
42 which is attached hereto as Exhibit "A", for this purpose.

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

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

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

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

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

Moved by: _____

VOTE: _____

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

**CITY OF MIAMI GARDENS
CONSTRUCTION CONTRACT**

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

1.1 Enumeration of Contract Documents:

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

- (1) This Agreement and General Conditions (Exhibit 1)
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s).
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the CITY (Exhibit 2).
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. 11-12-003 dated November 3, 2011, (Exhibit 3).

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

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated _____ and any attachments.
- c. Exhibit 1.
- d. Exhibit 2.
- e. Exhibit 3.

1.2 Conflict, Error or Discrepancy:

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

1.3 Representation of CONTRACTOR:

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

ARTICLE 2. SCOPE OF WORK

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

ARTICLE 3. CONTRACT TIME

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

3.1.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within **fifteen** (15) calendar days of the issuance of Notice of Award.

3.2 The Work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within Ninety (90) calendar days from the issuance of the Notice to Proceed, completed and ready for final payment in accordance with Article 6 within One Hundred Twenty (120) days from the date certified by CITY as the date of Final Completion.

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

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

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

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

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

ARTICLE 4. COMPENSATION

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown in the Contract Documents, the sum of One Hundred Forty-Five Thousand Three Hundred Twenty-Nine Dollars and Twenty Cents (\$145,329.20).

ARTICLE 5. PROGRESS PAYMENTS

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

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

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

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

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

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

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

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

ARTICLE 7. MISCELLANEOUS

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

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

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

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

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

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

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

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

And if sent to the CONTRACTOR shall be mailed to:

Name: Magna Construction, Inc.
Address: P.O. Box 327418
Address:
City, State & Zip: Ft. Lauderdale, FL 33332
Contact Person: Mitchell Tourino

Fed. ID# 65-0867791
Telephone # 954-680-2770
Fax # 954-680-2770
Title: President

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

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

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

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

7.10 Applicable Law and Venue: This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or

conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all Sub-Contractors to the provisions of this Contract.**

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

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

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

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

7.15 Indemnification: Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities and Miami-Dade 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 City or its officers, employees, agents or instrumentalities and Miami-Dade County and its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue

thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities and Miami-Dade County and its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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

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

WITNESSES:

Print Name: _____

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Notarization:

Seal:

ATTEST:

City Clerk

CITY OF MIAMI GARDENS

City Manager

APPROVED AS TO FORM:

CITY Attorney

Dated:

ITB#11-12-003 NW 159th Street Stormwater Drainage Improvement Project
November 3, 2011 - 2:00p.m.

Bid Item	UOM	Qty	Magna Construction Ft. Laud. FL		Maggolc Inc. Miami, FL		Williams Paving Medley, FL		Florida Eng. & Dev Hialeah Gardens, FL		Hartec Group Miami, FL	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
10% bond			yes		yes		yes		yes		yes	
101-1	LS	1	\$100.00	\$100.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$7,600.00	\$7,600.00	\$3,500.00	\$3,500.00
1-2=1	LS	1	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00	\$2,500.00	\$2,500.00
AS-1	LS	1	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$600.00	\$600.00	\$3,100.00	\$3,100.00	\$2,800.00	\$2,800.00
Sub-Total				\$1,100.00		\$9,000.00		\$10,600.00		\$14,000.00		\$8,800.00
104-1	LS	1	\$100.00	\$100.00	\$200.00	\$200.00	\$500.00	\$500.00	\$250.00	\$250.00	\$900.00	\$900.00
430-1	LF	350	\$35.00	\$12,250.00	\$40.00	\$14,000.00	\$41.50	\$14,525.00	\$46.00	\$16,100.00	\$50.00	\$17,500.00
443-1	LF	750	\$76.42	\$57,315.00	\$80.00	\$60,000.00	\$70.00	\$52,500.00	\$77.50	\$58,125.00	\$90.00	\$67,500.00
425-1	EA	14	\$1,800.00	\$25,200.00	\$2,200.00	\$30,800.00	\$2,100.00	\$29,400.00	\$1,700.00	\$23,800.00	\$1,480.00	\$20,720.00
121-1	EA	14	\$300.00	\$4,200.00	\$200.00	\$2,800.00	\$380.00	\$5,320.00	\$267.00	\$3,738.00	\$350.00	\$4,900.00
524-1	EA	14	\$350.00	\$4,900.00	\$320.00	\$4,480.00	\$650.00	\$9,100.00	\$440.00	\$6,160.00	\$350.00	\$4,900.00
Sub-Total				\$103,965.00		\$112,280.00		\$111,345.00		\$108,173.00		\$116,420.00
327-1	SY	1500	\$3.00	\$4,500.00	\$2.50	\$3,750.00	\$5.00	\$7,500.00	\$3.00	\$4,500.00	\$2.25	\$3,375.00
334-1	SY	1500	\$9.00	\$13,500.00	\$8.22	\$12,330.00	\$9.00	\$13,500.00	\$7.50	\$11,250.00	\$13.00	\$19,500.00
110-1	SY	50	\$15.55	\$777.50	\$15.00	\$750.00	\$8.00	\$400.00	\$3.50	\$175.00	\$15.00	\$750.00
110-1a	SY	50	\$15.55	\$777.50	\$15.00	\$750.00	\$8.00	\$400.00	\$4.00	\$200.00	\$15.00	\$750.00
DWA-1	SY	200	\$25.87	\$5,174.00	\$16.00	\$3,200.00	\$27.50	\$5,500.00	\$34.50	\$6,900.00	\$23.00	\$4,600.00
522-1	SY	50	\$49.16	\$2,458.00	\$25.00	\$1,250.00	\$35.00	\$1,750.00	\$32.30	\$1,615.00	\$35.00	\$1,750.00
522-1a	SY	50	\$51.75	\$2,587.50	\$25.00	\$1,250.00	\$41.00	\$2,050.00	\$37.50	\$1,875.00	\$37.00	\$1,850.00
Sub-Total				\$29,774.50		\$23,280.00		\$31,100.00		\$26,515.00		\$32,575.00
SW-1	SY	1850	\$1.91	\$3,533.50	\$1.00	\$1,850.00	\$2.00	\$3,700.00	\$3.00	\$5,550.00	\$2.25	\$4,162.50
SW-2	SY	1850	\$3.62	\$6,697.00	\$1.60	\$2,960.00	\$2.00	\$3,700.00	\$3.40	\$6,290.00	\$2.40	\$4,440.00
Sub-Total				\$10,230.50		\$4,810.00		\$7,400.00		\$11,840.00		\$8,602.50
711-1	LF	100	\$1.75	\$175.00	\$3.00	\$300.00	\$7.00	\$700.00	\$15.00	\$1,500.00	\$7.00	\$700.00
711-1a	LF	12	\$5.35	\$64.20	\$6.00	\$72.00	\$15.00	\$180.00	\$34.50	\$414.00	\$12.00	\$144.00
706-1	EA	4	\$5.00	\$20.00	\$10.00	\$40.00	\$10.00	\$40.00	\$6.00	\$24.00	\$8.00	\$32.00
Sub-Total				\$259.20		\$412.00		\$920.00		\$1,938.00		\$876.00
TOTAL				\$145,329.20		\$149,782.00		\$161,365.00		\$162,466.00		\$167,273.50

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

ITB#11-12-003 NW 159th Street Stormwater Drainage Improvement Project
November 3, 2011 - 2:00p.m.

Bid Item	UOM	Qty	CW Pipeline Inc Miami, FL		Acosta Tractor Hialeah Gardens, FL		R G Underground Eng Miami, FL		JVA Engineering Miami, FL		Metro Express Medley, FL	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
10% bond			yes		yes		yes		yes		yes	
101-1	LS	1	\$10,000.00	\$10,000.00	\$2,905.56	\$2,905.56	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
1-2=1	LS	1	\$4,500.00	\$4,500.00	\$3,755.56	\$3,755.56	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00
AS-1	LS	1	\$4,000.00	\$4,000.00	\$3,888.89	\$3,888.89	\$4,800.00	\$4,800.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00
Sub-Total				\$18,500.00		\$10,550.01		\$13,800.00		\$11,000.00		\$18,000.00
104-1	LS	1	\$4,250.00	\$4,250.00	\$233.33	\$233.33	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
430-1	LF	350	\$35.00	\$12,250.00	\$52.39	\$18,336.50	\$56.00	\$19,600.00	\$48.00	\$16,800.00	\$45.00	\$15,750.00
443-1	LF	750	\$79.00	\$59,250.00	\$75.72	\$56,790.00	\$87.00	\$65,250.00	\$100.00	\$75,000.00	\$100.00	\$75,000.00
425-1	EA	14	\$2,000.00	\$28,000.00	\$1,703.50	\$23,849.00	\$1,690.00	\$23,660.00	\$1,800.00	\$25,200.00	\$1,900.00	\$26,600.00
121-1	EA	14	\$450.00	\$6,300.00	\$423.41	\$5,927.74	\$250.00	\$3,500.00	\$200.00	\$2,800.00	\$300.00	\$4,200.00
524-1	EA	14	\$312.50	\$4,375.00	\$549.44	\$7,692.16	\$500.00	\$7,000.00	\$380.00	\$5,320.00	\$500.00	\$7,000.00
Sub-Total				\$114,425.00		\$112,828.73		\$119,510.00		\$126,120.00		\$129,050.00
327-1	SY	1500	\$3.50	\$5,250.00	\$4.42	\$6,630.00	\$4.00	\$6,000.00	\$3.00	\$4,500.00	\$2.00	\$3,000.00
334-1	SY	1500	\$8.25	\$12,375.00	\$7.84	\$11,760.00	\$8.50	\$12,750.00	\$9.00	\$13,500.00	\$12.00	\$18,000.00
110-1	SY	50	\$7.00	\$350.00	\$16.50	\$825.00	\$10.00	\$500.00	\$9.00	\$450.00	\$9.00	\$450.00
110-1a	SY	50	\$8.00	\$400.00	\$16.50	\$825.00	\$10.00	\$500.00	\$13.50	\$675.00	\$9.00	\$450.00
DWA-1	SY	200	\$20.00	\$4,000.00	\$45.77	\$9,154.00	\$35.00	\$7,000.00	\$25.65	\$5,130.00	\$25.00	\$5,000.00
522-1	SY	50	\$36.00	\$1,800.00	\$31.00	\$1,550.00	\$64.00	\$3,200.00	\$36.00	\$1,800.00	\$27.00	\$1,350.00
522-1a	SY	50	\$40.00	\$2,000.00	\$37.50	\$1,875.00	\$70.00	\$3,500.00	\$45.00	\$2,250.00	\$35.00	\$1,750.00
Sub-Total				\$26,175.00		\$32,619.00		\$33,450.00		\$28,305.00		\$30,000.00
SW-1	SY	1850	\$2.50	\$4,625.00	\$8.76	\$16,206.00	\$3.00	\$5,550.00	\$4.50	\$8,325.00	\$3.00	\$5,550.00
SW-2	SY	1850	\$4.05	\$7,492.50	\$2.53	\$4,680.50	\$4.00	\$7,400.00	\$4.05	\$7,492.50	\$3.00	\$5,550.00
Sub-Total				\$12,117.50		\$20,886.50		\$12,950.00		\$15,817.50		\$11,100.00
711-1	LF	100	\$8.00	\$800.00	\$0.67	\$67.00	\$1.75	\$175.00	\$2.00	\$200.00	\$3.00	\$300.00
711-1a	LF	12	\$22.00	\$264.00	\$4.33	\$51.96	\$6.00	\$72.00	\$10.00	\$120.00	\$4.00	\$48.00
706-1	EA	4	\$6.00	\$24.00	\$6.11	\$24.44	\$5.00	\$20.00	\$10.00	\$40.00	\$10.00	\$40.00
Sub-Total				\$1,088.00		\$143.40		\$267.00		\$360.00		\$388.00
TOTAL				\$172,305.50		\$177,027.64		\$179,977.00		\$181,602.50		\$188,538.00

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

ITB#11-12-003 NW 159th Street Stormwater Drainage Improvement Project
November 3, 2011 - 2:00p.m.

Bid Item	UOM	Qty	Intercounty Engineering Pompano Bch, FL		Westwind Contractomg Pembroke Pines, FL		Caribe Utilities Miami, FL				
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
10% bond			yes		yes		yes				
101-1	LS	1	\$9,000.00	\$9,000.00	\$28,780.00	\$28,780.00	\$6,500.00	\$6,500.00			
1-2=1	LS	1	\$6,800.00	\$6,800.00	\$15,120.00	\$15,120.00	\$5,000.00	\$5,000.00			
AS-1	LS	1	\$4,000.00	\$4,000.00	\$1,250.00	\$1,250.00	\$3,200.00	\$3,200.00			
Sub-Total				\$19,800.00		\$45,150.00		\$14,700.00			
104-1	LS	1	\$1,040.00	\$1,040.00	\$729.00	\$729.00	\$4,000.00	\$4,000.00			
430-1	LF	350	\$45.00	\$15,750.00	\$44.00	\$15,400.00	\$32.00	\$11,200.00			
443-1	LF	750	\$113.00	\$84,750.00	\$76.50	\$57,375.00	\$117.00	\$87,750.00			
425-1	EA	14	\$1,635.00	\$22,890.00	\$2,125.00	\$29,750.00	\$1,900.00	\$26,600.00			
121-1	EA	14	\$366.00	\$5,124.00	\$491.00	\$6,874.00	\$440.00	\$6,160.00			
524-1	EA	14	\$190.00	\$2,660.00	\$201.00	\$2,814.00	\$300.00	\$4,200.00			
Sub-Total				\$132,214.00		\$112,942.00		\$139,910.00			
327-1	SY	1500	\$6.00	\$9,000.00	\$4.20	\$6,300.00	\$3.74	\$5,610.00			
334-1	SY	1500	\$8.50	\$12,750.00	\$9.70	\$14,550.00	\$11.00	\$16,500.00			
110-1	SY	50	\$10.00	\$500.00	\$8.00	\$400.00	\$8.00	\$400.00			
110-1a	SY	50	\$12.00	\$600.00	\$8.00	\$400.00	\$8.00	\$400.00			
DWA-1	SY	200	\$30.00	\$6,000.00	\$30.50	\$6,100.00	\$25.00	\$5,000.00			
522-1	SY	50	\$26.00	\$1,300.00	\$20.00	\$1,000.00	\$50.00	\$2,500.00			
522-1a	SY	50	\$26.00	\$1,300.00	\$27.00	\$1,350.00	\$61.00	\$3,050.00			
Sub-Total				\$31,450.00		\$30,100.00		\$33,460.00			
SW-1	SY	1850	\$1.40	\$2,590.00	\$2.20	\$4,070.00	\$2.00	\$3,700.00			
SW-2	SY	1850	\$3.40	\$6,290.00	\$2.60	\$4,810.00	\$4.30	\$7,955.00			
Sub-Total				\$8,880.00		\$8,880.00		\$11,655.00			
711-1	LF	100	\$12.00	\$1,200.00	\$2.00	\$200.00	\$8.50	\$850.00			
711-1a	LF	12	\$24.00	\$288.00	\$5.50	\$66.00	\$5.00	\$60.00			
706-1	EA	4	\$12.00	\$48.00	\$5.50	\$22.00	\$38.00	\$152.00			
Sub-Total				\$1,536.00		\$288.00		\$1,062.00			
TOTAL				\$193,880.00		\$197,360.00		\$200,787.00			

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



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 14, 2011		Item Type:	Resolution	Ordinance		Other		
				X					
Fiscal Impact:	Yes	No	Ordinance Reading:		1st Reading		2nd Reading		
		X	Public Hearing:		Yes	No	Yes	No	
		X				X			
Funding Source:	N/A		Advertising Requirement:		Yes		No		
									X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:		N/A				
		X							
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>				
	X								
				Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>					
Sponsor Name	Councilman David Williams Jr.		Department:		Mayor/Council				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILMAN DAVID WILLIAMS JR., APPOINTMENT OF CECIL DANIELS, TO THE CITY OF MIAMI GARDENS PARKS AND RECREATION ADVISORY COMMITTEE FOR A TERM OF ONE (1) YEAR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the Parks and Recreation Advisory Committee, Councilman David Williams Jr., hereby submits his appointee for membership in accordance with the Ordinance 2005-34-72. For a one year period, the committee will recognize Cecil Daniels. Members shall advise the Council on parks and recreation activities, and conduct studies reports and present recommendations to the Council.

**ITEM K-6) CONSENT AGENDA
RESOLUTION
Board Appointment**

Proposed Action:

That the City Council approves Councilman David Williams JR's appointment of Cecil Daniels to the Parks and Recreation Advisory Committee.

Attachment:

Board/Committee application.

RESOLUTION NO. 2011_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING DAVID WILLIAMS JR'S APPOINTMENT OF CECIL DANIELS TO THE PARKS AND RECREATION ADVISORY COMMITTEE FOR A ONE (1) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has created the Parks and Recreation Advisory Committee ("the Committee"), and

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

WHEREAS, Councilman Williams Jr, has appointed Cecil Daniels to the Committee, and

WHEREAS, it is appropriate for the City Council to confirm 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 Councilman David Williams Jr's appointment of Cecil Daniels to the Parks and Recreation Advisory Committee for a one (1) 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: COUNCILMAN DAVID WILLIAMS 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: PARKS & Recreation
- 2. Name: Cecil T. DANIELS
(Please print)
- 3. Home Address: 17240 N.W. 17 AVENUE
- 4. Business Address: Retired
- 5. Employer (if self please state): NONE
 - a. Job Title: N/A
 - b. Nature of business: N/A
- 6. Home Phone No. 305 621-5532 Business Phone No. SAME
Fax No. _____
- 7. E-mail Address: CecilTDaniels@aol
- 8. Education Background:

- a. High School
Name of School G.W. CARVER Dates of Attendance Graduated 1960
- b. Vocational School
Name of School _____ Dates of Attendance _____
- c. College
Name of College FLORIDA A&M UNIV Dates of attendance 1960
Degree obtained if any MASTERS

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

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

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

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:

NONE

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 Art J. Daniel Date 11/9/11
Applicant

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	December 14, 2011		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X		Public Hearing: (Enter X in box)	Yes	No	Yes
			(Enter X in box)			X	
Funding Source:	(Enter Fund & Dept)		Advertising Requirement: (Enter X in box)	Yes		No	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	(Enter #)			
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	N/A			
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Parks and Recreation Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE MIAMI DOLPHINS, LTD. TO WAIVE THE FACILITY RENTAL FEE AT THE BETTY FERGUSON RECREATIONAL COMPLEX FOR THE MIAMI DOLPHINS FOOTBALL AND CHEER ACADEMY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background Situation

The Parks and Recreation Department currently offers winter camp athletic programming for children ages 5-11 for the duration of public school closure for winter break. This program is available for a
**ITEM K-7) CONSENT AGENDA
 RESOLUTION
 MOU w/ The Miami Dolphins**

maximum of 120 children at Miami Carol City and Rolling Oaks Parks from December 19-23 and December 28-30 for a fee of \$65 per child (closed December 26 & 27 due to City holiday).

Current Situation

In an effort to build community partnerships and offer diverse, structured athletic programming in City parks, the Parks and Recreation Department is seeking to partner with the Miami Dolphins to offer the Miami Dolphins Football and Cheer Academy from December 19th-23rd at the Betty T. Ferguson Recreational Complex. The Academy will provide more than 120 boys and girls, ages 6-14 year olds, the opportunity to participate in an interactive, week-long football and cheer experience featuring appearances by both current and former Miami Dolphins players. The camp focuses on football and cheer training, teamwork building, and the importance of education.

The Academy will be held from 9:00am to 4:15pm Monday-Thursday and 9:00am – 12:00pm on Friday. Extended care will also be offered from 7:30 am– 5:30 pm(excluding Friday) for an additional fee of \$50. The camp price is \$300 for the week.

Each participant will receive:

- Camp Jersey
- Two (2) tickets to the Miami Dolphins-New York Jets game on January 1, 2012
- The opportunity to lead the Miami Dolphins out onto the field before they face the New York Jets
- Opportunity to purchase more tickets at the discounted rate of \$40 per ticket
- Autographs from current and former Miami Dolphins players
- Instruction from former NFL players

The rental fee for the Recreational Complex, which includes the use of the football field, the gymnasium and the Birds of Paradise room during the week of camp is as follows:

Field – 5 days X 5 hours per day = 25 hours @ \$65/hr = \$1625
Gymnasium – 4.5 days X 5 hours per day = 22.5 hours @ \$65/hr = \$1462.50
Birds of Paradise – 1 day X 5 hours per day = 5 hours @ \$105/hr = \$525
Orchid – 2 days X 5 hours per day = 10 hours @ \$45/hr = \$450

GRAND TOTAL = \$4062.50

In lieu of charging the Miami Dolphins organization the required rental fee, the City is seeking to execute a Memorandum of Understanding (MOU) with the Miami Dolphins. The MOU will provide the Dolphins organization use of the recreational complex as listed above in exchange for the City receiving the following:

- Ten (10) slots for individuals from the City of Miami Gardens Youth Sports (CMGYS) program (selected by the Parks and Recreation Department) to attend the camp. The ten participants will be selected based on an application, letter of recommendation, essay discussing the importance of education for student-athletes, and a minimum 3.5 grade point average.

- \$2,000 worth of Under Armor merchandise to be utilized for the CMGYS program, selected by the Parks and Recreation Department.

The execution of an MOU with the Miami Dolphins will allow the City to consistently apply its rental fees to users, while being sensitive to the economic challenges of operating the Academy.

Proposed Action:

That the City Council approve the attached resolution.

Attachment:

Attachment A – Memorandum of Understanding between the Miami Dolphins and the City of Miami Gardens

RESOLUTION NO. 2011_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
5 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST
6 RESPECTIVELY, THAT CERTAIN MEMORANDUM OF
7 UNDERSTANDING WITH THE MIAMI DOLPHINS, LTD. TO
8 WAIVE THE FACILITY RENTAL FEE AT THE BETTY FERGUSON
9 RECREATIONAL COMPLEX FOR THE MIAMI DOLPHINS
10 FOOTBALL AND CHEER ACADEMY, A COPY OF WHICH IS
11 ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR
12 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE
13 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
14 EFFECTIVE DATE.
15

16 WHEREAS, in an effort to build community partnerships and offer diverse and
17 structured athletic programming in its parks, the City desires to partner with the Miami
18 Dolphins to offer the Miami Dolphins Football and Cheer Academy at the Betty T.
19 Ferguson Recreational Complex, and

20 WHEREAS, the facility rental fee will be waived to allow the Dolphins
21 organization to utilize the Betty T. Ferguson Recreational Complex to host the Miami
22 Dolphins Football and Cheer Academy, and

23 WHEREAS, the weeklong camp will focus on football and cheer training,
24 teambuilding and the importance of education, and

25 WHEREAS, in exchange for usage of the Betty T. Ferguson Recreational
26 Complex, the Miami Dolphins will make in-kind donations of Under Armour merchandise
27 valued at Two Thousand Dollars (\$2,000.00), and will also waive the registration fee for
28 ten (10) participants selected from the City of Miami Gardens Youth Sports (CMGYS)
29 Program,

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

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

35 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
36 hereby authorizes the City Manager and the City Clerk to execute and attest
37 respectively, that certain Memorandum of Understanding with the Miami Dolphins, Ltd.
38 to waive the facility rental fee at the Betty Ferguson Recreational Complex for the Miami
39 Dolphins Football and Cheer Academy, a copy of which is attached hereto as Exhibit
40 "A".

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

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

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

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49 _____
50 SHIRLEY GIBSON, MAYOR

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55 **ATTEST:**

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59 RONETTA TAYLOR, MMC, CITY CLERK

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62 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 Andre' Williams	_____ (Yes)	_____ (No)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this ____ day of _____ 2011, by and between Miami Dolphins Ltd. (hereinafter "Provider") and the City of Miami Gardens (hereinafter "City") establishes the basis for cooperation between the parties and declares the parties' mutual interest in promoting the Miami Dolphins Football and Cheer Academy ("the Academy").

The purpose of this MOU is to define the respective tasks/responsibilities of the Miami Dolphins and the City of Miami Gardens in the implementation of the Academy. In consideration of the mutual covenants contained herein, the parties agree as follows:

COMMITMENTS BY THE MIAMI DOLPHINS

To further the goals of this MOU, the Miami Dolphins agree to provide the City of Miami Gardens with the following:

- Free registration for ten (10) participants, selected by the Parks and Recreation Department from the City of Miami Gardens Youth Sports (CMGYS) Program.
- Under Armor merchandise, selected by the Parks and Recreation Department, in the amount of \$2,000.00.
- Adherence to the guidelines stipulated in the facility usage agreement for the Betty T. Ferguson Recreational Complex.
- Marketing materials to be distributed at park facilities.
- Collect registrations and payments.
- Provide all staff for the Academy.
- Provide coolers.
- Assume all camp logistics not limited to scheduling, setup, break down, and group assignments.
- Provider shall, at its own expense, conduct criminal background checks, including sexual offender checks, of all Academy staff and volunteers, in accordance with local and State law. Copies of such background checks shall be furnished to the City.

Provider shall provide and maintain general liability insurance coverage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000.00) Dollars, per incident, for property damage. Such liability policy of insurance shall designate the City as an additional insured and Provider shall deliver a certificate to that effect, evidencing no less than thirty (30) days notice of cancellation.

- Provider shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligence of Provider, its employees, agents, servants, partners, principals. 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 City, 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 Agreement or otherwise provided by Provider 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. Nothing contained herein shall be deemed a waiver of sovereign immunity.

COMMITMENTS BY THE CITY OF MIAMI GARDENS

To further the goals of this MOU, the City of Miami Gardens agrees:

- Provide space at the Betty T. Ferguson Recreational Complex from December 19-23, 2011 as follows:
 - Multipurpose field: 25 hours
 - Gymnasium: 23 hours
 - Dance Studio A: 20 hours
 - Birds of Paradise Room: 5 hours
 - Orchid Room: 10 hours
 - The use of the Betty T. Ferguson Recreational Complex will be coordinated with City staff and shall be subject to availability, provided, however, that Provider shall have priority over any other events at the Complex that have not been scheduled as of November 22, 2011.
- Recruit participants through distribution of marketing materials provided by the Miami Dolphins
- Provide tables and chairs as requested and available
- Provide ice

- Provide tap water
- To the extent permitted by Florida Statutes Section 768.28 as currently in effect, City shall indemnify and hold harmless the Provider and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Provider or its affiliates, officers, employees, agents or instrumentalities ("Provider Indemnitees") 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 negligence of City, its employees, agents, servants, partners, or principals. To the extent permitted by Florida Statutes Section 768.28 as currently in effect, City 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 Provider Indemnitees, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Provider Indemnitees as herein provided. Nothing contained herein shall be deemed a waiver of City's sovereign immunity.

PROGRAM ADMINISTRATION

Twan Russell will serve as the administrator for the Miami Dolphins. As the administrator, Mr. Russell will coordinate the activities of the program.

Christine Carney will serve as the coordinator of activities for the City of Miami Gardens. Ms. Carney will be responsible for promoting the program and coordinating any specifics of the program concerning the matters set forth in this MOU.

MODIFICATION/AMENDMENT

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

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

GOVERNING LAW

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

ASSIGNMENT

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

ATTORNEY'S FEES

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

NO PARTNERSHIP

This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant or independent contractor of either party or their affiliates shall be deemed at any time to be an employee, servant, agent or contractor of the other party for any purpose whatsoever.

JOINT PREPARATION

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

ENTIRE AGREEMENT

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

The provisions of this Agreement are independent of and severable from each other, and no provision shall be effected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any other or others of them may be invalid or unenforceable in whole or in part.

PERIOD OF AGREEMENT

This MOU becomes effective on the last date signed by the parties and shall remain in effect until December 23, 2011 unless terminated by either party upon giving thirty (30) days prior notice or upon the mutual agreement of the parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

City of Miami Gardens

By: _____
Dr. Danny O. Crew, City Manager

ATTEST:

By: _____
City Clerk

Date: _____

Miami Dolphins Ltd.

By: _____
Name: _____
Title: _____

Date: _____