



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: February 11, 2015
18605 NW 27th Avenue
Miami Gardens, Florida 33056
Next Regular Meeting Date: February 25, 2015
Phone: (305) 622-8000 **Fax:** (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

Mayor Oliver Gilbert
Vice Mayor Felicia Robinson
Councilman Rodney Harris
Councilwoman Lisa C. Davis
Councilman David Williams Jr.
Councilwoman Lillie Q. Odom
Councilman Erhabor Ighodaro, Ph.D.
City Manager Cameron Benson
City Attorney Sonja K. Dickens, Esq.
City Clerk Ronetta Taylor, MMC

Article VII of the Miami Gardens Code entitled, “Lobbyist” requires that all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay a one-time 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 – January 28, 2015

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

(F) SPECIAL PRESENTATIONS (5 minutes each)

(G) PUBLIC COMMENTS (2 minutes each)

(H) ORDINANCE(S) FOR FIRST READING:

None

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

None

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

None

(K) CONSENT AGENDA:

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING MAYOR OLIVER GILBERT'S APPOINTMENT OF JOHNSON JEAN TO THE PROGRESSIVE YOUNG ADULTS COMMITTEE FOR A TERM THAT WILL COINCIDE WITH THE TERM OF MAYOR GILBERT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)

K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 297, "THE SAFE WORK ENVIRONMENT ACT;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING LILLIE Q. ODOM'S APPOINTMENT OF CLAUDETTE BRINSON TO THE NUISANCE ABATEMENT BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LILLIE Q. ODOM)

K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, COMMENDING THE CITY OF NORTH MIAMI BEACH FOR INSTITUTING A PERMANENT BAN ON THE PRACTICE OF USING MUG SHOTS FOR TARGET PRACTICE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN RODNEY HARRIS)

K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

MIAMI GARDENS, FLORIDA, REAPPOINTING VINCENT T. BROWN TO SERVE AS THE LEGAL ADVISOR TO THE NUISANCE ABATEMENT BOARD FOR A TWO (2) YEAR TERM; PROVIDING FOR NUNC PRO TUNC EFFECT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY)

K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE APPROVED OUTSIDE COUNSEL LIST TO INCLUDE ALISON F. SMITH OF WEISS SEROTA HELFMAN COLE BIERMAN & POPOK, P.L., FOR LABOR AND EMPLOYMENT MATTERS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY)

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 AGREEMENT AND ADDENDUM WITH PUBLIC ENGINES, INC., FOR COMMANDCENTRAL SUITE OF CRIME ANALYTICS, AND COMMANDCENTRAL PREDICTIVE POLICING SOLUTIONS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, IN AN AMOUNT NOT TO EXCEED THIRTY FOUR THOUSAND TWO HUNDRED FIFTY SEVEN DOLLARS, THIRTY CENTS (\$34,257.30), FOR THIS PURPOSE; AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR THE ACCEPTANCE OF A LITTER CONTROL AND PREVENTION GRANT IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) FOR A LITTER CONTROL AND PREVENTION PROGRAM, A COPY OF WHICH IS ATTACHED HERETO TO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL AGREEMENTS AND ATTENDANT DOCUMENTS AS A RESULT OF THIS GRANT PROCESS; AUTHORIZING A MATCH OF

FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND DOLLARS (\$16,000.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AWARDED A BID TO METRO EXPRESS, INC., IN THE AMOUNT OF TWO HUNDRED FORTY-EIGHT THOUSAND, NINE HUNDRED EIGHTY-FIVE DOLLARS AND 99/100 (\$248,985.99), FOR CONSTRUCTION OF THE NW 177/NW 178 TERRACE STORMWATER DRAINAGE PROJECT; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH METRO EXPRESS, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-10) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING THAT CERTAIN COLLECTIVE BARGAINING AGREEMENT WITH THE FEDERATION OF PUBLIC EMPLOYEES ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN ATTEST THE SAME; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

L) RESOLUTION(S)

None

QUASI-JUDICIAL ZONING HEARINGS:

(M) ORDINANCES ON FOR FIRST READING(S):

None

(N) ORDINANCES ON FOR SECOND READING/PUBLIC HEARING(S)

None

(O) RESOLUTION(S)/PUBLIC HEARING(S)

None

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

(Q) REPORTS OF MAYOR AND COUNCIL MEMBERS

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

(S) 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. 2830, 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. 2830. 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:	February 11, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A			
				X			
Sponsor Name	Oliver Gilbert, Mayor		Department: City Manager	<i>Office of the Mayor/Council</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING MAYOR OLIVER GILBERT'S APPOINTMENT OF JOHNSON JEAN TO THE PROGRESSIVE YOUNG ADULTS COMMITTEE FOR A TERM THAT WILL COINCIDE WITH THE TERM OF MAYOR GILBERT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the Progressive Young Adult Advisory Committee, Mayor Oliver Gilbert, has appointed Johnson Jean, in accordance with Section 2-172 of the Code of Ordinances. This Resolution acknowledges Mayor Gilbert's appointment of Johnson Jean. The term of this appointment shall coincide with Mayor Gilbert's term. This appointed member will adhere to duties and powers of the Advisory Committee as outlined in the Ordinance.

**Item K-1) Consent Agenda
Resolution
Appt to Progressive Young Adults Committee**

Proposed Action:

That the City Council approves this resolution.

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING MAYOR OLIVER GILBERT'S APPOINTMENT OF JOHNSON JEAN TO THE PROGRESSIVE YOUNG ADULTS COMMITTEE FOR A TERM THAT WILL COINCIDE WITH THE TERM OF MAYOR GILBERT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Mayor Oliver Gilbert and each member of the City Council have the right to appoint members to the Committee, and

WHEREAS, in accordance Section 2-286 of the Code of Ordinances, Mayor Oliver Gilbert has appointed Johnson Jean to the Committee for a term that will coincide with the term of Mayor Gilbert, and

WHEREAS, it is appropriate for the City Council to acknowledge 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 acknowledges Mayor Oliver Gilbert's appointment of Johnson Jean to the Progressive Young Adults Committee for a term that will coincide with the term of Mayor Gilbert.

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

31 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
32 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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ATTEST:

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OLIVER GILBERT, III, MAYOR

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RONETTA TAYLOR, MMC, CITY CLERK

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

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SPONSORED BY: MAYOR OLIVER GILBERT, III

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Moved by: _____

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VOTE: _____

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Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

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Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

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Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

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

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Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

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Councilman Rodney Harris _____ (Yes) _____ (No)

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Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 11, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A			
		X					
Sponsor Name	Lisa C. Davis, Council Member		Department: City Manager	<i>Office of the Mayor/Council</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 297 "THE SAFE WORK ENVIRONMENT ACT;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

On Thursday, January 15, 2015, Florida State Representative Daphne Campbell of District 108 filed bill HB 297 – "The Safe Work Environment Act". The objective of HB 297 is to make all work environments more inviting.

Summary:

Creates "Safe Work Environment Act"; provides that subjecting employee to abusive work environment is unlawful employment practice; prohibits retaliating against employee who has opposed any unlawful

**Item K-2) Consent Agenda
Resolution
The Safe Work Environment Act**

employment practice, or who has made charge, testified, assisted, or participated in any manner in investigation or proceeding concerning such claim; provides for vicarious liability for employers in certain circumstances; provides defense; provides for liability for individual employees in certain circumstances; provides defense; provides affirmative defense; specifies that provisions may only be enforced by private right of action; precludes punitive damages in certain circumstances; specifies relief available; limits employer's liability for emotional distress and precludes punitive damages in certain circumstances; specifies that provisions may only be enforced by private right of action; provides time limitation on actions; provides that remedies provided shall be in addition to and not in place of other remedies provided in law; provides for screening certain persons public and private school entering instructional areas.

Councilwoman Lisa C. Davis supports and commends Representative Campbell for her commitment to the residents throughout the State of Florida who are employed and currently facing challenges. This bill seeks to spread equality through all pay grades and improve the quality of treatment of all parties.

Proposed Action:

That the City Council approves this resolution.

Attachment:

RESOLUTION NO. 2014_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 297, "THE SAFE WORK ENVIRONMENT ACT;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, House Bill 297 entitled the "Florida Work Environment Act," was filed; and

WHEREAS, the purpose of HB 297 is to make all work environments more inviting; and

WHEREAS, the bill addresses abusive work demands, and if adopted, would make it an unlawful employment practice, and

WHEREAS, the bill also prohibits retaliation from employers to employees who have made or assisted in charges against the employer, and

WHEREAS, Councilwoman Lisa Davis is requesting that the City Council lend its support to House Bill 297,

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 supports House Bill 297.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby instructed to provide certified copies of this Resolution to Representative Daphne Campbell and to, Steve Crisafulli, the Speaker of the House.

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

32 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
33 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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40 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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50 SPONSORED BY:

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52 Moved by: _____

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54 **VOTE:** _____

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56 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

57 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

58 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

59 Councilman David Williams Jr _____ (Yes) _____ (No)

60 Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

61 Councilman Rodney Harris _____ (Yes) _____ (No)

62 Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

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1 A bill to be entitled
2 An act relating to safe work environments; providing a
3 short title; providing legislative findings and
4 purposes; creating part III of chapter 448, F.S.;
5 providing definitions; providing that subjecting an
6 employee to an abusive work environment is an unlawful
7 employment practice; prohibiting retaliation against
8 an employee who has opposed any unlawful employment
9 practice or who has made a charge, testified,
10 assisted, or participated in any manner in an
11 investigation or proceeding concerning such a claim;
12 providing for vicarious liability for employers in
13 certain circumstances; providing a defense; providing
14 for liability for individual employees in certain
15 circumstances; providing a defense; providing
16 affirmative defenses; specifying relief available;
17 limiting an employer's liability for emotional
18 distress and precluding punitive damages in certain
19 circumstances; specifying that provisions may only be
20 enforced by a private right of action; providing time
21 limitation on actions; providing that remedies
22 provided shall be in addition to and not in place of
23 other remedies provided in law; providing for
24 reimbursement of certain compensation; amending ss.
25 1002.42 and 1006.07, F.S.; requiring screening of
26 certain persons before entering instructional areas;

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb0297-00

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27 providing an effective date.

28

29 Be It Enacted by the Legislature of the State of Florida:

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31 Section 1. Short title.—This act may be cited as the "Safe
 32 Work Environment Act."

33 Section 2. Findings and purpose.—

34 (1) FINDINGS.—The Legislature finds that:

35 (a) The social and economic well-being of the state is
 36 dependent upon healthy and productive employees.

37 (b) Between 37 percent and 59 percent of employees
 38 directly experience health-endangering workplace bullying,
 39 abuse, and harassment, and this mistreatment is approximately
 40 four times more prevalent than sexual harassment alone.

41 (c) Workplace bullying and harassment can inflict serious
 42 harm upon targeted employees, including feelings of shame and
 43 humiliation, severe anxiety, depression, suicidal tendencies,
 44 impaired immune systems, hypertension, increased risk of
 45 cardiovascular disease, and symptoms consistent with post-
 46 traumatic stress disorder.

47 (d) Abusive work environments can have serious
 48 consequences for employers, including reduced employee
 49 productivity and morale, higher turnover and absenteeism rates,
 50 and increases in medical and workers' compensation claims.

51 (e) If mistreated employees who have been subjected to
 52 abusive treatment at work cannot establish that the behavior was

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53 motivated by race, color, sex, national origin, or age, they are
 54 unlikely to be protected by law against such mistreatment.

55 (f) Legal protection from abusive work environments should
 56 not be limited to behavior grounded in protected class status as
 57 provided for under employment discrimination statutes.

58 (g) Existing workers' compensation plans and common-law
 59 tort actions are inadequate to discourage this behavior or to
 60 provide adequate relief to employees who have been harmed by
 61 abusive work environments.

62 (2) PURPOSE.—It is the purpose of this act to:

63 (a) Provide legal relief for employees who have been
 64 harmed psychologically, physically, or economically by being
 65 deliberately subjected to abusive work environments.

66 (b) Provide legal incentive for employers to prevent and
 67 respond to abusive mistreatment of employees at work.

68 Section 3. Part III of chapter 448, Florida Statutes,
 69 consisting of ss. 448.30-448.37, is created to read:

70 PART III

71 ABUSIVE WORK ENVIRONMENTS

72 448.30 Definitions.—As used in this part, the term:

73 (1) "Abusive conduct" means conduct, including acts or
 74 omissions that a reasonable person would find hostile based on
 75 the severity, nature, and frequency of the defendant's conduct.
 76 Abusive conduct may include, but is not limited to, repeated
 77 verbal abuse, such as the use of derogatory remarks, insults,
 78 and epithets; verbal or physical conduct of a threatening,

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79 intimidating, or humiliating nature; the sabotage or undermining
80 of an employee's work performance; or attempts to exploit an
81 employee's known psychological or physical vulnerability. A
82 single act normally will not constitute abusive conduct, but an
83 especially severe and egregious act may be found to meet this
84 standard.

85 (2) "Abusive work environment" means a work environment
86 that exists when an employer, acting with malice, subjects an
87 employee to abusive conduct so severe that it causes tangible
88 harm to the employee.

89 (3) "Adverse employment action" includes, but is not
90 limited to, a termination, demotion, unfavorable reassignment,
91 failure to promote, disciplinary action, reduction in
92 compensation, or a constructive discharge.

93 (4) "Constructive discharge" exists where:

94 (a) An employee reasonably believed he or she was
95 subjected to abusive conduct;

96 (b) The employee resigned because of the abusive conduct;
97 and

98 (c) Before resigning, the employee brought to the
99 employer's attention the abusive conduct and the employer failed
100 to take reasonable steps to correct the situation.

101 (5) "Employer" includes every employer, public or private.

102 (6) "Malice" means the desire to cause pain, injury, or
103 distress to another person.

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104 (7) "Physical harm" means the material impairment of a
 105 person's physical health or bodily integrity, as established by
 106 competent evidence.

107 (8) "Psychological harm" means the material impairment of
 108 a person's mental health, as established by competent evidence.

109 (9) "Tangible harm" means psychological harm or physical
 110 harm.

111 448.31 Unlawful employment practices.—

112 (1) It is an unlawful employment practice under this part
 113 to subject an employee to an abusive work environment.

114 (2) It is an unlawful employment practice under this part
 115 to retaliate in any manner against an employee who has opposed
 116 any unlawful employment practice under this part or who has made
 117 a charge, testified, assisted, or participated in any manner in
 118 an investigation or proceeding under this part, including, but
 119 not limited to, internal complaints and proceedings, arbitration
 120 and mediation proceedings, and legal actions.

121 448.32 Employer liability and defense.—

122 (1) An employer is vicariously liable for an unlawful
 123 employment practice committed by an employee.

124 (2) If the alleged unlawful employment practice does not
 125 include an adverse employment action, it is an affirmative
 126 defense for an employer only that:

127 (a) The employer exercised reasonable care to prevent and
 128 promptly correct any actionable behavior.

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129 (b) The complainant employee unreasonably failed to take
 130 advantage of appropriate preventive or corrective opportunities
 131 provided by the employer.

132 448.33 Employee liability and defense.—

133 (1) An employee may be individually liable for an unlawful
 134 employment practice.

135 (2) It is an affirmative defense for an employee only that
 136 the employee committed an unlawful employment practice at the
 137 direction of the employer under threat of an adverse employment
 138 action.

139 448.34 Affirmative defenses.—It is an affirmative defense
 140 that:

141 (1) The complaint is based on an adverse employment action
 142 reasonably made for poor performance, misconduct, or economic
 143 necessity;

144 (2) The complaint is based on a reasonable performance
 145 evaluation; or

146 (3) The complaint is based on a defendant's reasonable
 147 investigation about potentially illegal or unethical activity.

148 448.35 Relief.—

149 (1) GENERALLY.—If a defendant has been found to have
 150 committed an unlawful employment practice under this part, the
 151 court may enjoin the defendant from engaging in the unlawful
 152 employment practice and may order any other relief that is
 153 deemed appropriate, including, but not limited to,
 154 reinstatement, removal of the offending party from the

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155 complainant's work environment, back pay, front pay, payment of
 156 medical expenses, compensation for emotional distress, punitive
 157 damages, and attorney fees.

158 (2) EMPLOYER LIABILITY.—If an employer has been found to
 159 have committed an unlawful employment practice under this part
 160 that did not culminate in an adverse employment action, the
 161 employer's liability for damages for emotional distress may not
 162 exceed \$25,000, and the employer is not subject to punitive
 163 damages. This subsection does not apply to individually named
 164 employee defendants.

165 448.36 Procedures.—

166 (1) PRIVATE RIGHT OF ACTION.—This part may be enforced
 167 solely by a private right of action.

168 (2) TIME LIMITATIONS.—Notwithstanding any other provision
 169 of law, an action under this part must be commenced no later
 170 than 1 year after the last act that constitutes the alleged
 171 unlawful employment practice.

172 448.37 Effect on other legal relationships.—The remedies
 173 provided in this part are in addition to any remedies provided
 174 under any other law, and nothing in this part relieves a person
 175 from any liability, duty, penalty, or punishment provided by any
 176 other law, except that if an employee receives workers'
 177 compensation for medical costs for the same injury or illness
 178 under this part and chapter 440, or compensation under this part
 179 and chapter 440 in cash payments for the same period of time of
 180 not working as a result of the compensable injury or illness or

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181 the unlawful employment practice, all compensation received
 182 under chapter 440 shall be reimbursed from compensation paid
 183 under this part.

184 Section 4. Subsection (18) is added to section 1002.42,
 185 Florida Statutes, to read:

186 1002.42 Private schools.—

187 (18) CAMPUS SECURITY.—Each school serving K-12 students
 188 must provide for the screening with metal detectors of all
 189 nonemployee persons entering areas in its school building or
 190 campus where instructional activities for such students take
 191 place.

192 Section 5. Subsection (7) is added to section 1006.07,
 193 Florida Statutes, to read:

194 1006.07 District school board duties relating to student
 195 discipline and school safety.—The district school board shall
 196 provide for the proper accounting for all students, for the
 197 attendance and control of students at school, and for proper
 198 attention to health, safety, and other matters relating to the
 199 welfare of students, including:

200 (7) CAMPUS SECURITY.—Screening with metal detectors all
 201 nonemployee persons entering areas in each school building or
 202 campus where instructional activities take place.

203 Section 6. This act shall take effect July 1, 2015.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 11, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A			
				X			
Sponsor Name	Lillie Q. Odom, Council Member		Department: City Manager	<i>Office of the Mayor/Council</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING LILLIE Q. ODOM'S APPOINTMENT OF CLAUDETTE BRINSON TO THE NUISANCE ABATEMENT BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the Nuisance Abatement Board, Councilwoman Lillie Q. Odom hereby submits the reappointment of Claudette Brinson for membership. The term of this appointment shall expire, February 11, 2017.

Proposed Action:

That the City Council approves this resolution.

**Item K-3) Consent Agenda
Resolution
Appt to Nuisance Abatement Board**

Attachment:

RESOLUTION NO. 2014_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING LILLIE Q. ODOM'S APPOINTMENT OF CLAUDETTE BRINSON TO THE NUISANCE ABATEMENT BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has established a Nuisance Abatement Board

WHEREAS, in accordance with Section 14-500 of the City's Code of Ordinances, each Council member is to appoint member to a two-year term, and

WHEREAS, Lillie Q. Odom has appointed Claudette Brinson to the Nuisance Abatement Board, and

WHEREAS, it is appropriate for the City Council to acknowledge this 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: ACKNOWLEDGEMENT: The City Council of the City of Miami Gardens hereby acknowledges Lillie Q. Odom's appointment of Claudette Brinson to the Nuisance Abatement Board.

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 _____, 2014.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: Lillie Q. Odom

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 11, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A			
		X					
Sponsor Name	Rodney Harris, Council Member		Department: City Manager	<i>Office of the Mayor/Council</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, COMMENDING THE CITY OF NORTH MIAMI BEACH FOR INSTITUTING A PERMANENT BAN ON THE PRACTICE OF USING MUG SHOTS FOR TARGET PRACTICE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of North Miami Beach, Florida recently adopted Resolution No. R2015-8, which authorized the permanent ban on the practice of using mug shots found in the police department's database from being used for target practice by any of their officers. The resolution also directs the City Manager to conduct a comprehensive independent review of the department's remaining training procedures to ensure that they are consistent with the values of equality, diversity and fairness held by the North Miami Beach City Council.

**Item K-4) Consent Agenda
Resolution
Commending City of North Miami Beach**

Although the City of Miami Gardens Police Department does not adhere to such training practices, Councilman Harris wants to commend and support the City of North Miami Beach for its efforts.

Proposed Action:

That the City Council approves this resolution.

Attachment:

RESOLUTION NO. 2014_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, COMMENDING THE CITY OF NORTH MIAMI BEACH FOR INSTITUTING A PERMANENT BAN ON THE PRACTICE OF USING MUG SHOTS FOR TARGET PRACTICE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach, Florida recently adopted Resolution No. R2015-8, which authorized a permanent ban on the practice of using mug shots found in the police department's database from being used for target practice by any of their officers, and

WHEREAS, Resolution No. R2015-8 also directs the City Manager to conduct a comprehensive independent review of the department's remaining training procedures to ensure that they are consistent with the values of equality, diversity and fairness held by the North Miami Beach City Council, and

WHEREAS, although the City of Miami Gardens Police Department does not adhere to such training practices, Councilman Harris wants the City Council to commend and support the City of North Miami Beach for its efforts,

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 commends the City of North Miami Beach for instituting a permanent ban on the practice of using mug shots for target practice.

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

31 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
32 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2014.

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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

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SPONSORED BY: COUNCILMAN RODNEY HARRIS

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Moved by: _____

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VOTE: _____

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Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

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Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

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Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

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

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Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

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Councilman Rodney Harris _____ (Yes) _____ (No)

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Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 11, 2015		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:	Nuisance Abatement Fines		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	N/A			
	X						
			Enhance Organizational <input type="checkbox"/>				
			Bus. & Economic Dev <input type="checkbox"/>				
			Public Safety <input type="checkbox"/>				
			Quality of Education <input type="checkbox"/>				
			Qual. of Life & City Image <input type="checkbox"/>				
			Communication <input type="checkbox"/>				
Sponsor Name	Sonja Dickens, City Attorney		Department:	Office of the City Attorney			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REAPPOINTING VINCENT T. BROWN TO SERVE AS THE LEGAL ADVISOR TO THE NUISANCE ABATEMENT BOARD FOR A TWO (2) YEAR TERM; PROVIDING FOR NUNC PRO TUNC EFFECT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In accordance with the Nuisance Abatement Board Ordinance, the City Attorney is to recommend an attorney to advise the Nuisance Abatement Board.

Vincent Brown currently serves as legal advisor to the Nuisance Abatement Board. The City Attorney recommends that the City Council reappoints Vincent T. Brown to serve as legal advisor to the Board for a two (2) year term effective on May 13, 2014.

**Item K-5) Consent Agenda
Resolution
Re-appt of Vincent T. Brown/Legal Advisor**

Proposed Action:

That the City Council approve the attached Resolution.

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REAPPOINTING VINCENT T. BROWN TO SERVE AS THE LEGAL ADVISOR TO THE NUISANCE ABATEMENT BOARD FOR A TWO (2) YEAR TERM; PROVIDING FOR NUNC PRO TUNC EFFECT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Vincent T. Brown currently serves as the legal advisor to the Nuisance Abatement Board, and

WHEREAS, the City Attorney recommends that the City Council reappoint Vincent T. Brown to serve as legal advisor to the Nuisance Abatement Board for a two (2) year term,

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 reappoints Vincent T. Brown to serve as the legal advisor to the Nuisance Abatement Board for a term of two (2) years.

Section 3. NUNC PRO TUNC EFFECT: This resolution shall be effective as of May 13, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2012.

MAYOR OLIVER GILBERT, III

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: SONJA K. DICKENS, ESQ., CITY ATTORNEY

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr.	_____ (Yes)	_____ (No)
Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 11, 2015		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
					X		
Funding Source:	N/A		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	N/A			
		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"/> Communication <input type="checkbox"/>				
Sponsor Name	Sonja K. Dickens, City Attorney		Department:	Office of the City Attorney			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE APPROVED OUTSIDE COUNSEL LIST TO INCLUDE ALISON F. SMITH OF WEISS SEROTA HELFMAN COLE BIERMAN & POPOK, P.L., FOR LABOR AND EMPLOYMENT MATTERS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

On November 14, 2012, the City Council adopted Resolution No. 2012-173-1768, which approved a list of attorneys and law firms to represent the City in various legal matters. The Resolution also authorized amendments to the list to include additional attorneys and law firms, subject to the approval of the City Council. City Attorney, Sonja Dickens recommends amending the list to include Alison F. Smith of Weiss Serota Helfman Cole Bierman & Popok, P.L. Ms. Smith will serve as outside counsel for labor and employment matters.

**Item K-6) Consent Agenda
Resolution
Amendment of Approved Outside Counsel List**

Proposed Action:

That the City Council approve the Resolution.

Attachment:

None.

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE APPROVED OUTSIDE COUNSEL LIST TO INCLUDE ALISON F. SMITH OF WEISS SEROTA HELFMAN COLE BIERMAN & POPOK, P.L., FOR LABOR AND EMPLOYMENT MATTERS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 14, 2012, the City Council adopted Resolution No. 2012-173-1768, which approved a list of attorneys and law firms to represent the City in various legal matters, and

WHEREAS, the Resolution also authorized amendments to the list to include additional attorneys and law firms, subject to the approval of the City Council, and

WHEREAS, the City Attorney recommends amending the list to include Alison F. Smith of Weiss Serota Helfman Cole Bierman & Popok, P.L., for labor and employment matters,

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 amends the approved outside counsel list to include Alison F. Smith of Weiss Serota Helfman Cole Bierman & Popok, P.L., for labor and employment matters.

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 _____, 2015.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

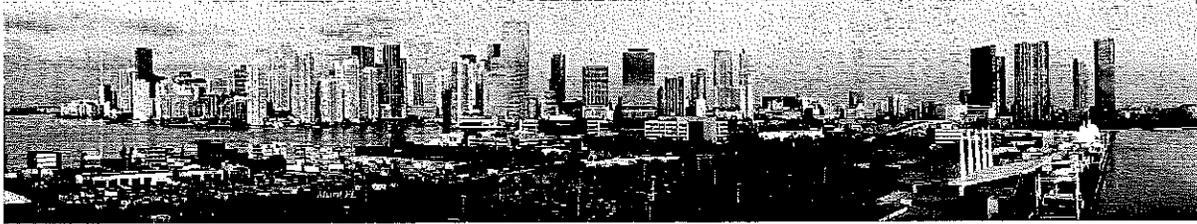
PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

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

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)



Firm Overview



Richard Jay Weiss, Joseph H. Serota, Stephen J. Helfman

Our 20th Anniversary year gave us the opportunity to reflect on our guiding and Unifying Principles that make Weiss Serota Helfman Pastoriza Cole & Boniske unique among its peers. The rationale for our founding is even more relevant in today's evolving global community and with South Florida's growing stature as an international metropolis. Our founders saw a need in the legal marketplace for a high-end, boutique firm dedicated to a small number of integrated practice areas, where teamwork and a zealous commitment to our clients needs and problems was paramount.

More than 20 years later, our more than 55 attorneys are committed to the finest principles of traditional legal practice, while recognizing that there are innovative and forward-looking approaches to client problem-solving. We approach each of our matters with great respect for the traditional, and with enthusiasm for the innovative. As part of our culture, we abide by our founding Unifying Principles which stress ethical and humane behavior, and a business model that puts the client's interests and needs at the heart of our practice. As a result, we have been consistently recognized as an AV-rated firm, and were selected for inclusion in US News' Best Law Firm rankings as a result of our high-ranking for several of our practice areas.

Many of our key partners began their careers and were trained at large international and national firms, and they are now leaders in the local community, with long-established relationships with South Florida's government officials, decision-makers, and judiciary. As a result, we offer our clients the legal acumen and influence associated with much larger firms, while providing the individual attention, personal client care, and cost-effective rates of a boutique firm.

Labor and Employment Law

Employers and management in both the private and public sectors are challenged by the constantly evolving complexities of Labor and Employment Law. Our Labor and Employment Law Group attorneys are both seasoned labor and employment counselors and trial attorneys. We provide clients with up-to-date guidance concerning labor and employment issues. Our focus is on providing prompt, creative, efficient and responsive legal guidance to our clients tailored to the specific issues that keep our clients up at night.

Labor and Employment is multidisciplinary and cuts across several practice areas and includes the collective knowledge and experience of our litigators, administrative and regulatory lawyers, as well as municipal, appellate and ethics attorneys. All work as a team to provide upper-margin legal representation.

Employment Litigation and Arbitration

As the laws prohibiting workplace discrimination, retaliation and harassment expand, our attorneys defend employers against these claims brought under:

- Title VII of the Civil Rights Act of 1964;
- The Americans with Disabilities Act;
- The Age Discrimination in Employment Act;
- The Family Medical Leave Act;
- The Equal Pay Act;
- The Florida Civil Rights Act;
- The Florida Whistleblower's Act; and
- Similar Federal, State and local laws.

We are, at heart, litigators as well as employment law counselors. We know how to win cases and how to reach favorable settlements. Our goal is to put each client in the best leveraged position at every phase of employment and labor litigation to make the best decision whether to settle or to try the case.

We defend lawsuits in Federal and State courts across Florida, including class actions and multi-plaintiff cases. Our Group also regularly defends employers against discrimination charges brought before the:

- U.S. Equal Employment Opportunity Commission;
- The Florida Commission on Human Relations; and
- Similar local agencies.

We handle arbitrations and civil service board and other administrative hearings for our public sector clients. We are results-oriented and have a track record of success in all forms of employment litigation.

Labor Relations and Collective Bargaining

Our experience is primarily "owner/management" oriented. Very few firms can match the breadth of our experience and success. We regularly represent both union and non-union

employers in traditional labor law matters.

For clients whose employees are represented by a union, we focus on preserving management's right to manage its operations. Our attorneys serve as chief negotiators on behalf of management in collective bargaining or we advise the employer's chief negotiator on bargaining strategy and specific issues behind the scenes. This includes working with staff to help establish wage and benefit levels, developing proposals and making suggested changes to collective bargaining agreements.

We also conduct post-negotiation training of supervisory personnel to assist in ensuring that collectively bargained changes are properly implemented. During the term of an existing contract, we counsel management on the administration of their contracts, including progressive discipline and grievance processing, and provide representation during arbitrations concerning contractual and disciplinary disputes. We have a deep understanding of the inner workings of Federal and State law governing the collective bargaining process, and we work hard to ensure our clients do not run afoul of those laws. We also routinely represent our clients in administrative proceedings involving labor disputes before PERC and the NLRB.

For clients whose employees are not represented by a union and who desire to remain union-free, we provide guidance and counseling to management to ensure positive employee relations to preserve the non-union status.

Counseling and Preventative Services

We are also counselors providing valuable guidance to our clients to prevent claims from arising. We regularly:

- Draft employee handbooks, manuals, policies and procedures governing a wide array of workplace issues;
- Conduct training seminars to ensure employees understand policies and procedures and can protect their employers from employment claims;
- Advise on hiring, discipline and termination, harassment and discrimination complaints, employee compensation and benefit issues and compliance with Federal, State and local laws;
- Conduct internal investigations concerning claims of discrimination, harassment and/or policy violations in a professional, discreet manner;
- Assist employers with complicated issues when employees request leaves of absence under the Family and Medical Leave Act (FMLA) and other accommodations as a result of their own or immediate family member's health issues.

Wage and Hour Law

Wage and Hour Law compliance can be vexing to even the most sophisticated clients. We have drilled down on this complex area and have had considerable success in ensuring client compliance and defending these matters. We have years of experience advising our clients regarding compliance with the Fair Labor Standards Act (FLSA). We also regularly defend our clients in single plaintiff and class action litigation arising from alleged FLSA violations. While we vigorously defend our clients in these cases, we take a pragmatic approach that focuses on

our client's bottom line.

Non-Compete Agreements and Trade Secrets

The interconnectedness of the global economy is especially acute in the area of employee restrictive covenants and confidentiality/trade secret agreements. Our Group is at the forefront of the substantive requirements of such provisions and how to both draft them and ultimately defend them in courts of law.

We have drafted hundreds of non-compete and confidentiality agreements that comply with Federal, State and local law and that will ultimately be upheld should they be challenged. We also assist our clients in developing strategies to prevent employees from misappropriating trade secrets and other valuable, proprietary information. Where disputes arise, we regularly represent our clients in litigation to enforce or defeat these agreements, including the "trial within a trial" setting of injunction hearings.

Unemployment Compensation

We counsel employers in unemployment compensation with an eye toward providing cost-effective, quality representation. We provide human resources personnel with advice concerning everything from garden-variety issues to obscure matters unique to their organizations, and then advise them on how to contest claims for benefits. We also represent clients in appeal hearings or simply provide behind the scenes advice to management in preparation for hearings. Because these hearings often are a precursor to employment litigation on other grounds, we ensure all critical substantive and procedural defenses and evidentiary issues are preserved.

Accessibility and Accommodations (ADA)

The combination of nettlesome regulations and laws, coupled with opportunistic plaintiff's counsel, have made compliance with accessibility laws and regulations increasingly difficult. Consequently, painstaking planning and collaboration with experienced counsel is vital. Our attorneys regularly counsel clients on all aspects of disability-related employment and accessibility requirements under Federal, state and local law. This includes the integration and application of the ADA.

Occupational Safety and Health (OSHA)

We have participated in the full range of audits conducted by agencies of both Federal and State governments, including the U.S. Department of Labor and the Occupational Safety and Health Administration (OSHA). We represent management interests when citations are issued in proceedings before OSHA, including information conferences, formal evidentiary hearings and judicial appeals.

WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE



Brett J. Schneider

Brett is the Chair of the Labor and Employment Practice Group and is Board Certified by The Florida Bar in Labor and Employment Law. He represents employers in collective bargaining negotiations, labor impasse hearings, unfair labor practice proceedings and labor arbitrations. In the last several years, he has successfully negotiated collective bargaining agreements on behalf of the Cities of Aventura, Bal Harbour, Deerfield Beach, Hallandale Beach, Homestead, Juno Beach, Key Biscayne, Lauderhill and North Miami. Brett recently has handled labor impasse proceedings for the Cities of Deerfield Beach, Hallandale Beach and Surfside. He also has achieved significant labor arbitration victories for the Cities of Bay Harbor Islands, Deerfield Beach, Hallandale Beach, Key Biscayne, Lauderhill and Miramar.

Brett has successfully represented employers in all phases of employment litigation, up to and including trial, on matters arising under Federal, State and local employment laws such as Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Fair Labor Standards Act, the Family and Medical Leave Act (FMLA) and the Florida Civil Rights Act (FCRA). Brett regularly defends employers in wage and hour suits brought under the Fair Labor Standards Act (FLSA) and had successfully defended a large South Florida-based real estate company in a class action wage and hour case brought by its sales force.

Brett represents employers before Federal, State and local administrative agencies such as the U.S. Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB) and the Florida Public Employee's Relations Commission (PERC). In addition, Brett regularly consults with and advises employers on a wide array of human resources issues, including personnel policies and procedures, discipline and discharge matters, drug and alcohol testing, employee privacy rights and education and training programs for managers and supervisors, and he has worked closely with employers to ensure that their practices do not run afoul of Federal, state or local law.

Brett is certified as a Senior Professional in Human Resources (SPHR) by the HR Certification Institute and regularly lectures throughout Florida on various labor and employment law and human resources matters. Prior to joining Weiss Serota Helfman, Brett practiced labor and employment law at large national law firms in Washington DC, New York and South Florida.

Prior to joining the Firm, Brett practiced labor and employment law at large national law firms in Washington DC, New York and South Florida.

Partner
bschneider@wsh-law.com

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Fort Lauderdale, Florida 33301
P: (954) 763-4242
F: (954) 764-7770

Practice Areas

- Business Dispute Litigation
- Employment Litigation and Arbitration
- Governmental Litigation
- Hospitality Law
- Labor and Employment Law
- Litigation
- Local Counsel Representation
- Police Legal Advisement

Bar Admissions

- Florida, 2005
- New York, 1999
- District of Columbia, 2000
- U.S. District Court, Southern District of Florida, 2005
- U.S. District Court, Middle District of Florida, 2006
- U.S. District Court, Southern District of New York, 2001
- U.S. District Court, Eastern District of New York, 2002
- U.S. District Court, Western District of New York, 2003
- U.S. Court of Appeals, 11th Circuit, 2005

Education

- George Washington University Law School

Published Works

- "Bills Would Reform Government Pension Plan," *South Florida Daily Business Review*, March 29, 2011
- "How Employers Can Keep Themselves From Being You-Tubed," *Workforce Management*, May 11, 2009
- "Acting Affirmative Against Harassment," *New York Law Journal Corporate Counsel*, February 4, 2002
- "Employee Privacy 2001 A Review for Employers," *Lawyer Pilot's Bar Association Journal*, Fall, 2001

Professional Associations

- Human Resource Association of Broward County, 2008 - present
 - President, 2014
 - President-Elect, 2013
 - Legislative Affairs Director, 2011-2012
- The Cooperative Feeding Program, Board-member, 2010 – present
- Jewish Federation of South Palm Beach County, Young Adult Division, Board-member, 2012 - present
- University of Maryland South Florida Alumni Association, 2010 – Present
- Anti-Defamation League, Glass Leadership Institute, 2008
- Leadership Broward Foundation, Class XXIV, 2005-2006

WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE

JD, *cum laude*, 1999

Journal of International Law & Economics

- University of Maryland, BA, Government and Politics, with honors, 1996
Honors: Golden Key National Honor Society

- South Florida Touchdown Club Foundation, 2005-2006 Board Secretary

Reported Cases

- *Amunraptah v. City of Deerfield Beach*, 93 So. 3d 1040 (Fla. 4th DCA 2012)
- *East Coast Karate Studios, Inc. v. LifeStyle Martial Arts, LLC*, 65 So. 3d 1127 (Fla. 4th DCA 2011)
- *World Rentals and Sales, LLC v. Volvo Construction Equipment Rentals, Inc.*, 517 F.3d 1240 (11th Cir. 2008)
- *Goldberg v. Chong*, 2007 WL 2028792 (S.D. Fla. Jul. 11, 2007)
- *Kaptan v. Danchig*, 796 N.Y.S.2d 706 (N.Y. 2nd Dept., 2005)

Awards and Recognitions

- Florida Bar Board Certified in Labor and Employment Law
- "Senior Professional in Human Resources (SPHR)," *Human Resources Certification Institute*, 2012
- "Florida Rising Star," *Florida SuperLawyers*, 2011-present
- "Top Up and Comer," *South Florida Legal Guide*, 2009

Presentations

- "Labor Rights and How They Impact Your Crew," Florida Public Employer Labor Relations Association 39th Annual Training Conference, January 29, 2013
- "Hiring and Terminating Employees in the Current Economy," Fundamentals of Employment Law (Sterling Education Seminar), November 13, 2012
- "FLSA/Wage and Hour Critical Issues," Fundamentals of Employment Law (Sterling Education Seminar), November 13, 2012
- "FLSA 101," Florida Public Personnel Association annual conference, July 29, 2012
- "Legal Updates," Florida Public Personnel Association annual conference, July 29, 2012
- "HR Case Update," International Public Management Association for Human Resources, South Florida Regional Meeting, June 28, 2012
- "Avoiding Liability for overtime under the FLSA," Certipay HR Seminar, May 15, 2012
- "HR Update," International Public Management Association for Human Resources, South Florida Regional Meeting, March 15, 2012
- "EEOC Investigations," Florida Public Employer Labor Relations Association 38th Annual Training Conference, February 6, 2012
- "What's Up with the Supremes and other Must-Know Legal Developments for HR Professionals," Human Resource Association of Broward County, October 14, 2011
- "Conducting Investigations from A to Z," Florida Public Personnel Association annual conference, July 25, 2011
- "Basic Employment Law Information that Every Future HR Professional Should Know," Human Resource Association of Broward County Student Chapter Meeting, July 23, 2011
- "How to Effectively Redesign Benefit Plans," Florida Government Finance Officers' Association, June 27, 2011
- "What Constitutes and Enforceable Past Practice," International Public Management Association for Human Resources, South Florida Regional Meeting, May 12, 2011
- "Mandatory vs. Permissive Subjects of Collective Bargaining Negotiations," *Florida Public Employer Labor Relations Association 36th Annual Training Conference*, February 9, 2010
- "Labor Relations Update," *Miami-Dade County City Manager's Association Luncheon*, November 20, 2009
- "The Specifics of Ricci v. DiStefano," *International Public Management Association for Human Resources, South Florida Regional Meeting*, August 25, 2009
- "Recent Legal Developments Affecting Florida Public Employers," *International Public Management Association for Human Resources, South Florida Regional Meeting*, April 28, 2009
- "What is New with Labor Law," *Miramar / Pembroke Pines HR Consortium*, April 16, 2009
- "Conducting Investigations from A to Z," *Florida Public Employer Labor Relations*

Association 35th Annual Training Conference, February 3, 2009

- "Bargaining in Times of Fiscal Crisis – How to Pull a Rabbit out of an Empty Hat," *Florida Public Employer Labor Relations Association 34th Annual Training Conference, February 5, 2008*

Press Mentions

- "News and Notes," *The Florida Bar News*, 2/1/14
- "Legal People," *Daily Business Review*, 1/16/14
- "Weiss Serota Helfman Attorney Brett Schneider Becomes Board Certified in Labor & Employment Law," *CityBizList*, 6/19/13
- "People on the Move," *South Florida Business Journal*, 6/19/13
- "People," *Daily Business Review*, 1/3/13
- "Business Monday: Movers," *Miami Herald*, 12/31/13
- "People on the Move," *South Florida Business Journal*, 12/26/12
- "News & Notes," *The Florida Bar News*, 10/1/11
- "Bills Would Reform Government Pension Plans," *Daily Business Review*, 3/29/11
- "People on the Move," *Sun-Sentinel*, 8/13/07



Alison F. Smith

Alison Smith is a partner at the law firm of Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. Her primary areas of practice include: labor & employment, commercial litigation, appellate law, and administrative and regulatory law. In the labor and employment field, Ms. Smith has experience handling discrimination lawsuits brought against various public and private entities pursuant to the ADA, Rehabilitation Act, Title VII, and the Florida Civil Rights Act. Ms. Smith provides labor advice to several municipalities such as the Town of Golden Beach, City of Miramar, City of Lauderhill and the City of Homestead on numerous labor and employment topics including the FMLA, FLSA, state and federal discrimination laws, EEOC regulations, among others, and has drafted numerous policies and employee handbooks for municipalities throughout Miami-Dade and Broward counties. She provides in-house training to municipal clients on various cutting edge labor and employment topics and has acted as a speaker/presenter at several labor and employment seminars throughout Florida.

Ms. Smith graduated magna cum laude from Nova Southeastern University Law School in 2003 and was the valedictorian. She was President of the Student Bar Association and a member of the Nova Southeastern University Law Review. While in law school, she was a Research Assistant and Law Student Advisor, as well as a Teaching Assistant for Contracts and Property. She won the Book Award for Property and Remedies and was on the Dean's List every semester.

Partner
asmith@wsh-law.com

200 E. Broward Blvd.
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Fort Lauderdale, Florida 33301
P: (954) 763-4242
F: (954) 764-7770

Practice Areas

- Employment Litigation and Arbitration
- Labor and Employment Law
- Litigation
- Police Legal Advisement

Bar Admissions

- Florida, 2004
- U.S. District Court Southern District of Florida, 2006
- U.S. District Court, Middle District of Florida, 2007
- U.S. District Court, Northern District of Florida, 2009
- U.S. Court of Appeals, Eleventh Circuit, 2006

Education

- Nova Southeastern University
JD, *magna cum laude*, 2003
BA, *summa cum laude*, 2000

Reported Cases

- *Nova Southeastern University v. Jacobson*, 25 So. 3d 82 (Fla. 4th DCA 2009)
- *Milson v. State*, 832 So. 2d 897 (Fla. 3d DCA 2002)
- *Enich v. State*, 838 So. 2d 1216 (Fla. 3d DCA 2003)
- *Pollen v. State*, 834 So. 2d 380 (Fla. 3d DCA 2003)
- *Louis v. State*, 855 So. 2d 253 (Fla. 4th DCA 2003)

Professional/Civil Activities

- EEOC and FEPA Liaison Subcommittee, Stephen R. Booher American Inns of Court
- President, Caribbean Bar Association, 2012-present
- Secretary, Caribbean Bar Association, 2011-2012
- Member, Florida Association of Women Lawyers, Miami-Dade Chapter



Mia R. Martin

Mia serves as employment counsel to public sector clients and private employers in labor arbitrations, state and federal court, mediation, and before the Equal Employment Opportunity Commission. She has experience in handling a variety of employment-related matters, including defending claims under Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Family & Medical Leave Act.

Her experience also includes non-litigation employment matters such as: providing sexual harassment training to employees of all levels to ensure compliance with the anti-discrimination laws; conducting wage and hour audits and preparing opinions regarding compliance with the Fair Labor Standards Act; performing due diligence with respect to employment matters in connection with mergers and acquisitions, and; providing daily advice and counsel to clients on various human resources issues.

Mia graduated *cum laude* from Loyola New Orleans School of Law in 2002 where she was a member of the Loyola Law Review. Prior to joining the Firm, Mia practiced employment law and commercial litigation at large national law firms in New York and South Florida.

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Mmartin@wsh-law.com

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Published Works

- Contributing Case Editor, *2009 Report of the Age Discrimination in Employment Act Subcommittee of the American Bar Association Section of Labor and Employment Law Committee on Federal Labor Standards Legislation.*
- Kerry A. Brennan & Mia R. Martin, *Threshold Decisions on Electronic Discovery*, N.Y.L.J. (Nov./Dec. 2004).

Practice Areas

- Employment Litigation and Arbitration
- Labor and Employment Law
- Litigation

Bar Admissions

- Florida, 2007
- New York, 2003
- U.S. District Court, Southern District of Florida, 2007
- U.S. District Court, Middle District of Florida, 2007
- U.S. District Court, Southern District of New York, 2005
- U.S. District Court, Eastern District of New York, 2005

Education

- Loyola New Orleans University Law School
JD, cum laude, 2002
Loyola Law Review
- Barry University
BS, Psychology

**WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE**



Grace M. Murillo

Grace is a member of the Labor and Employment Law Group and the Litigation Division. She focuses her practice on labor and employment counseling and litigation, commercial litigation and appellate advocacy. She serves as counsel to a broad range of clients, public and private, in both federal and state courts, as well as before administrative agencies, and alternative dispute resolution forums.

Grace has significant experience representing public sector and private employers and management on matters arising under employment laws such as Title VII of the Civil Rights Act, the Florida Civil Rights Act (FCRA), the Family and Medical Leave Act (FMLA), the Florida Whistleblowers Act, and the Age Discrimination and Employment Act (ADEA). She also represents companies and their principals in individual and collective action claims asserted under the Fair Labor Standards Act ("FLSA"), including those involving allegations of off-the-clock work, shaving of hours, and violations of tip credit and pooling agreements. Grace recently successfully defended a national pharmacy chain against retaliation and claims of failure to accommodate brought by an employee under the Americans with Disabilities Act (ADA). She has also represented both employers and employees in litigation involving the enforcement of non-competes as well as handled appeals in state courts.

Grace's experience also includes non-litigation matters such as routinely advising human resource personnel and management regarding day-to-day employment law matters, conducting employment-related internal investigations, employee training, performing wage and hour audits and drafting employee handbooks and policies.

She also served as a judicial law clerk to The Honorable Judge Robert M. Gross of the Fourth District Court of Appeal.

Grace is very involved in the community. In addition to serving as Co-Chair for the Committee for Diversity and Inclusion of the Palm Beach County Bar Association, Grace is also an active member of the Palm Beach County Hispanic Bar Association, serving as its President-Elect.

Awards and Recognitions

- Florida Rising Star, 2010
- Book Award for Law Skills & Values I & II (Legal Research & Writing I & II), and Wills & Trusts

Professional Associations and Memberships

- Labor & Employment Law & Business Law Sections of the Florida Bar
- Palm Beach County Hispanic Bar Association, President-Elect
- Palm Beach County Bar Association, Chair of Public Relations Subcommittee, Committee for Diversity & Inclusion
- Palm Beach County Chapter of the Florida Association for Women Lawyers, Member

Presentations

- Hot Topics in Employment Law 2013, August 2013; Florida Statewide Payroll Conference
- Hot Topics in Employment Law: A Roundtable Discussion, November 2012; PayMaster Payroll Services Seminar
- Employment Law & Your Business, October 2010, Indian River State College Business Women's Summit

Reported Cases

- *Grosser v. Forbes Company, LLC*, 117 So. 3d 1104 (Fla. 4th DCA 2013)
- *Covington v. Walgreen Co.*, 2012 WL 2120776 (S.D. Fla. June 11, 2012)
- *Jennings v. Walgreen Co.*, 805 F. Supp. 2d 1345 (S.D. Fla. 2011)
- *Celistics, LLC v. Gonzalez*, 22 So. 3d 824 (Fla. 3d DCA 2009)

Associate
gmurillo@wsh-law.com

P: (954) 763-4242
F:

Practice Areas

- Appellate Law
- Employment Litigation and Arbitration
- Governmental Litigation
- Labor and Employment Law
- Litigation

Bar Admissions:

- Florida, 2006
- United States District Court, Southern District of Florida, June 2009

Education:

- Nova Southeastern University, Shepard Broad Law Center, *magna cum laude*, 2006
- University of Florida, Warrington College of Business, *cum laude*, 2003

Languages:

- Fluent in Spanish

Representative Clients

Governments and Non-Profits

- Bal Harbour Village
- Broward County School Board
- Broward Metropolitan Planning Organization
- City of Aventura
- City of Boca Raton
- City of Cooper City
- City of Coral Gables
- City of Deerfield Beach
- City of Hallandale Beach
- City of Hollywood
- City of Homestead
- City of Lauderdale Lakes
- City of Miami
- City of Miami Springs
- City of Miramar
- City of Port St. Lucie
- City of Weston
- Delray Housing Authority
- Florida Department of Financial Services
- Florida Department of Transportation
- Florida Housing Finance Corporation
- Hialeah Housing Authority
- Hollywood CRA
- Homestead Housing Authority
- Homestead CRA
- Lake Worth Drainage District
- Miami Dade Expressway Authority (MDX)
- Miami-Dade County School Board
- The Collins Center for Public Policy, Inc.
- Town of Cutler Bay
- Town of Golden Beach
- Town of Lauderdale by the Sea
- Town of Medley
- Village of Indian Creek
- Village of Islamorada
- Village of Key Biscayne
- Village of Pinecrest

Businesses and Individuals

- American Airlines
- Areas Comidas
- BankUnited
- Boucher Brothers Management, Inc.

**WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE**

- Braman Motors
- Cantor Fitzgerald
- Carrollton School
- Codina Group
- Cubic Transportation Systems, Inc.
- EDENS
- Epic Hotel
- Faber, Coe & Gregg
- Fisk Electric
- Florida Department of Environmental Protection
- Florida Memorial University
- Forkosh Development Group
- Fuel Outdoor
- Global Environmental Polymers, Inc.

- HSBC Bank
- Haifa Nutritech, Inc.
- Joe's Stone Crabs
- Key Brand Theatrical Group, Inc.
- La Gorce Country Club
- Libra Capital
- Miami Heat
- MDM Brickell Hotel GroupSkanska Construction
- Momentis Property Group
- Onboard Media, Inc.
- Paragon Outlet Partners, LLC/Resorts World Genting
- Pinnacle Housing Group
- Porsche Design
- Publix Super Markets, Inc.
- Radiant Partners, LLC
- Raymond James & Associates, Inc.
- Rinker Materials Corp.
- South Beach Lending

- South Florida Golf Foundation, Inc.
- Sunshine Corcoran Group
- TD Bank
- The Collier Family Office, Inc.
- The Setai Group, LLC
- Turnberry Village Condo Association
- United Central Bank
- US Century Bank
- Vornado Realty Trust
- Wells Fargo



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 11, 2015		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:	General Fund		Advertising Requirement: (Enter X in box)	Yes		No	
	JAG Grant USAI Grant					X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>Public Safety.</i>			
	X						
Sponsor Name	Cameron Benson, City Manager		Department:	<i>Police Department</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT AND ADDENDUM WITH PUBLIC ENGINES, INC., FOR COMMANDCENTRAL SUITE OF CRIME ANALYTICS, AND COMMANDCENTRAL PREDICTIVE POLICING SOLUTIONS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, IN AN AMOUNT NOT TO EXCEED THIRTY FOUR THOUSAND TWO HUNDRED FIFTY SEVEN DOLLARS, THIRTY CENTS (\$34,257.30), FOR THIS PURPOSE; AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

**Item K-7) Consent Agenda
Resolution
Agreement Addendum-Public Engines, Inc.**

The City of Miami Gardens has experienced an overall 6% reduction in Part 1 crime for 2014. Significant observations revealed an all-time low of a 43% reduction in homicides. Through our Part I crime reduction initiatives during 2014, we have seen a 39% reduction in commercial burglaries, a 32% reduction in robberies, a 7% reduction in residential burglaries, and a 6% reduction in vehicle burglaries. All other areas have also shown favorable reductions and/or remain to be stabilized.

In March of 2014, the Miami Gardens Police Department was awarded Urban Area Security Initiative (UASI) funds. The remaining balance of the UASI funds must be expended by March 30, 2015, and can be expended toward the purchase of Public Engine's Command Central suite of Crime Analytics, Anonymous Tips Reporting, and Behavioral Predictive Policing solutions. As we begin 2015, it is the police department's desire to continue the momentum of crime reduction without hesitation through the utilization of this software.

By the resolution staff this requesting that council waive competing bidding as going through the normal purchasing process there will be time constraints that will hinder the utilization of the UASI grant funds, as well as the police department from embarking on this technology before the grant expires. This company's software solution offers both predictive and analytical platforms, within the same software package. It is in the City's best interest to purchase this technology so the momentum of crime reduction, predictive policing, and daily crime analytics style of policing can continue without interruption.

As an essential part of the City's Public Safety Technology initiative, the Department would like to deploy Public Engine's Command Central suite of Crime Analytics, Anonymous Tips Reporting, and Behavioral Predictive Policing solutions.

This technology, upon integration, can immediately be used to further the progressive approach of community involvement as it allows anonymous tips on plotted crimes, and Comprehensive Statistical Analysis (CompStat) which allows analysis of crime trends to determine real-time and future deployment of personnel. It will also enhance the agency's ability to deploy real-time updates on crime trends, past offenses and incidents to personnel through web portals, smart phones, and tablets.

Additionally, Command Central's Dashboard will allow real-time access to data on crimes and incidents that occur throughout the City, and adjoining jurisdictions that use Public Engine's solution. It can also overlay critical data that is gathered from multiple sources of information, such as parole & probation, juvenile offender release data, Section 8 housing, and historical ShotSpotter gunfire incidents.

Public Engines' products also integrate with the Department's Sungard OSSI Computer Aided Dispatch (CAD), and Records Management System (RMS). Most importantly, the solution can be integrated into the yet-to-be constructed Real Time Crime Center, allowing it to be an important tool for detectives, crime analysis and road personnel.

Fiscal Impact

\$9,124.28 will be funded from the 2012 Edward Byrne Grant which was approved by the Department of Justice on January 14, 2015. The remaining fund will be from the Urban Area Security Initiative Grant (UASI) in the amount of \$21,881.35 and \$3,251.67 from the proceeds attainable under Florida State from the Police Property Room. The City will be informed on February 11 whether the City can utilize the UASI grant for such purchase. Should the approval not granted then the remaining require funding

after the JAG grant for a total of \$25,133.02 will be funded from the Property Room proceeds. In FY 2015 year to date, the City has a deposit of \$28,078.58 in this category.

Proposed Action:

That the City Council approve the attached resolution authorizing the City Manager to waive competitive bidding and to negotiate and execute the contracted services with PublicEngines in an amount not to exceed \$ 34,257.30 for the first year.

Attachment:

Attachment A: Public Engines Agreement and Addendum

RESOLUTION NO. 2015_____

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2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA; AUTHORIZING THE CITY
5 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST,
6 RESPECTIVELY THAT CERTAIN AGREEMENT AND
7 ADDENDUM WITH PUBLIC ENGINES, INC., FOR
8 COMMANDCENTRAL SUITE OF CRIME ANALYTICS, AND
9 COMMANDCENTRAL PREDICTIVE POLICING SOLUTIONS, A
10 COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A";
11 AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE
12 ORDERS, IN AN AMOUNT NOT TO EXCEED THIRTY FOUR
13 THOUSAND TWO HUNDRED FIFTY SEVEN DOLLARS, THIRTY
14 CENTS (\$34,257.30), FOR THIS PURPOSE; AUTHORIZING THE
15 WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR
16 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE
17 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
18 EFFECTIVE DATE.
19

20 WHEREAS, the Miami Gardens Police Department desires to purchase crime
21 analytics, anonymous tips reporting, and predictive policing software from Public
22 Engines, Inc., and

23 WHEREAS, the technology will allow the community to report anonymous crime
24 tips, and will allow the Department to analyze crime trends, and

25 WHEREAS, the Miami Gardens Police Department was awarded grant funding
26 from the Urban Area Security Initiative (UASI), and

27 WHEREAS, the USAI grant funds must be expended by March 30, 2015, and

28 WHEREAS, City staff desires to utilize the remaining USAI grant funds to
29 purchase the CommandCentral Suite, and

30 WHEREAS, in accordance with Section 2-757(a)(2) of the City's Code of
31 Ordinances, the City Manager recommends a waiver of the bidding process for the
32 purchase of the software from Public Engines, Inc., due to time constraints that will
33 hinder the utilization of UASI funds, and

34 WHEREAS, the cost of the software for fiscal year 2015 is Thirty Four Thousand
35 Two Hundred Fifty Seven Dollars, Thirty Cents (\$34,257.30),

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

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

41 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
42 hereby authorizes the City Manager and the City Clerk to execute and attest,
43 respectively that certain Agreement and Addendum with Public Engines, Inc., for
44 CommandCentral Suite of Crime Analytics, and CommandCentral Predictive Policing
45 Solutions, a copy of which is attached hereto as Exhibit "A"; authorizes the City
46 Manager to issue purchase orders, in an amount not to exceed Thirty Four Thousand
47 Two Hundred Fifty Seven Dollars, Thirty Cents (\$34,257.30), for this purpose; and
48 further authorizes a waiver of the competitive bidding process due to time constraints.

49 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
50 authorized to obtain two (2) fully executed copies of the subject Agreement and
51 Addendum with one to be maintained by the City, and one to be delivered to Public
52 Engines, Inc.

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

55 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
56 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: CAMERON BENSON, CITY MANAGER

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)



Order Form

Creators of CrimeReports, CommandCentral and TipSoft
 11814 South Election Road
 Suite 100
 Draper, UT 84020

Date 1/30/2015
 Form # 8502
 Agency ID 121442
 Offer Expires 3/1/2015
 Sales Rep Shammai Terry
 Payment Terms Net 30 - Due in Full

Agency

Miami Gardens Police Department
 Attn: Accounts Payable
 1020 NW 163rd Drive
 Miami Gardens FL 33169-5818

Description	Qty/Term	Rate	Amount
Year 1 Fees - Due Upfront (Net 30 Terms):			
CommandCentral Analytics Initial Annual Subscription	1	10,599.00	10,599.00
15% Onetime Discount		-15.00%	-1,589.85
CommandCentral Predictive Initial Annual Subscription	1	28,999.00	28,999.00
15% Onetime Discount		-15.00%	-4,349.85
CommandCentral Integration and Training Services * Completely Customized Integration * On Demand Email and Phone Support * Unlimited Web-based Training Sessions	1	399.00	399.00
CommandCentral Predictive Setup & Training	1	399.00	399.00
Onetime Multi-Product Integration Discount		-199.00	-199.00
Subtotal - Year 1			34,257.30

Total \$34,257.30

By signing OR by email approval of this Order Form, I agree to the services and terms listed herein, including the Public Engines Terms of Service at <http://www.crimereports.com/home/termsOfService>.

Signature of Authorized Representative _____ Print Name _____ Date _____

To approve this Order Form by email, please reply to your Public Engines sales representative from which it originated. You may also sign above and fax this Order Form to (801) 998-3093.

Thank you for choosing Public Engines!

ADDENDUM TO THE AGREEMENT
BETWEEN CITY OF MIAMI GARDENS AND PUBLIC ENGINES, INC.

THIS ADDENDUM (“Addendum”) is incorporated into that certain Agreement between the City of Miami Gardens (“City”) and Public Engines, Inc. (“Public Engines”).

1. Paragraph 6 of the Terms and Conditions entitled “Payment” shall be amended to include the following:

The City is a governmental entity and is exempt from paying any sales tax.

2. Paragraph 7 of the Terms and Conditions entitled “Term and Termination” shall be stricken in its entirety and replaced with the following:

7.1 Term. This Agreement commences on the Effective Date and remains in effect for a one (1) year term, unless terminated earlier in accordance with Paragraph 7. This Agreement shall be renewable for an additional one (1) year term, subject to the authorization of the City Council of the City of Miami Gardens and the availability of funds.

7.2. Termination. Either party hereto may terminate this AGREEMENT, with or without cause, at any time by giving to the other party notice in writing at least thirty (30) days prior to the intended termination date. In the event of such termination, Public Engines shall reimburse City for any Fees prepaid by the City. City agrees to remit any outstanding payments to Public Engines for services rendered prior to the date of said termination.

7.3. Effect of Termination. This clause is hereby stricken in its entirety.

3. Paragraph 8 of the Additional Terms entitled “Confidentiality and Non-Disclosure” and each of its subparts shall be stricken its entirety and replaced with the following:

To the extent required by law, Contractor shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, Contractor agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

4. Paragraph 10 of the Additional Terms entitled “Disclaimers and Limitations of Liability” shall be amended as follows:

10.2. Limitation of Liability. This clause shall be stricken in its entirety.

5. Paragraph 11 of the Additional Terms “Indemnification” Clause in shall be replaced with the following:

The City does hereby agree to indemnify and hold harmless Public Engines, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of City’s performance of this Agreement. This agreement is subject to the provisions of Section 768.28 Florida Statutes, such that the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities losses and causes of action which may arise solely as a result of the performance of this Agreement. However, nothing herein shall be deemed to indemnify Public Engines from any liability or claim arising out of the negligent performance or failure of performance of Public Engines or any unrelated third party.

Subject to the provisions of Section 768.28, Florida Statutes, Public Engines agrees to defend, indemnify, and hold the City, its officers, directors, employees, agents, and assigns, harmless from and against any and all claims, counterclaims, suits, losses, damages, liabilities, and/or expenses (including reasonable attorneys' and paralegals' fees) of every kind whatsoever (“Claims”), arising out of, based upon or alleged to have arisen in connection with (1) the Services, (2) the Software, or (3) with Public Engines material breach of its representations, warranties and obligations under this Agreement. The foregoing agreement to indemnify shall not be applicable to the extent that any such Claims are determined to have been caused solely by the City. This paragraph shall survive the termination of this Agreement.

6. Paragraph 12.5 of the Terms and Conditions entitled “Notices” shall be amended to include the following:

Notices to the City of Miami Gardens shall be delivered to:

Cameron Benson, City Manager
18605 NW 27th Avenue
Miami Gardens, FL 33056

With a copy to:
Sonja K. Dickens, City Attorney

18605 NW 27th Avenue
Miami Gardens, FL 33056

7. Paragraph 12.6 of the Terms and Conditions entitled "Press Releases, Joint Marketing, Advertising" shall be amended to include the following:

Public Engines shall not utilize the City's name, logos, images or likeness in any advertising or marketing material, without the prior written consent of the City Manager.

8. Paragraph 12.8 of the Terms and Conditions entitled "Governing Law" shall be stricken in its entirety and replaced with the following:

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

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

9. INCONSISTENCY. In the event of an inconsistency or contradiction between the terms hereof and the terms of the Agreement, to which this Addendum is attached, the terms hereof shall control.
10. EFFECT OF ORIGINAL AGREEMENT. All terms of the Agreement not affected by this Addendum shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

CITY OF MIAMI GARDENS

Date: _____

By: _____
Cameron Benson, City Manager

ATTEST:

Ronetta Taylor, MMC, City Clerk

Approved as to form and legal
Sufficiency:

Sonja K. Dickens, City Attorney

PUBLIC ENGINES, INC.

By: _____
President

Print Name: _____

Witnesses:

Print Name: _____

Print Name: _____



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 11, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	Public Works KMGB Funds Stormwater 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 #:	NA			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Cameron D. Benson City Manager		Department:	KMGB Grants Administration			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR THE ACCEPTANCE OF A LITTER CONTROL AND PREVENTION GRANT IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) FOR A LITTER CONTROL AND PREVENTION PROGRAM, A COPY OF WHICH IS ATTACHED HERETO TO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL AGREEMENTS AND ATTENDANT DOCUMENTS AS A RESULT OF THIS GRANT PROCESS; AUTHORIZING A MATCH OF FUNDS IN THE AMOUNT OF SIXTEEN THOUSAND, NINE HUNDRED AND SIXTY SEVEN DOLLARS (\$16, 967.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Item K-8) Consent Agenda
Resolution
Litter Control & Prevention Grant**

Staff Summary:

Background

The City of Miami Gardens has proposed projects to the Florida Department of Transportation and Keep America Beautiful. The proposed projects were approved and the City of Miami Gardens will receive \$15,000 for litter prevention and tree planting projects in the City of Miami Gardens.

Current Situation

This grant will implement and promote the “Drive It Home-Keep Our Paradise Litter Free” campaign within our local community. The “Drive It Home” campaign will be in conjunction with the National Great American Cleanup with the purpose of bringing a coordinated effort towards cleaning up local communities within the State. The City shall be the local community coordinator for this event. The Litter campaign will sponsor litter prevention education workshops/seminars and other educational presentations within the local community. This grant will benefit Stormwater Operations since street trash ends up in our stormwater system, if it is not picked up.

Fiscal Impact

This is a reimbursable grant for the eligible expenses with matching, monetary or in-kind, required from the City. Matching funds will be funded through Keep Miami Gardens Beautiful Division (advertising, operating expenses and in-kind salary match – KMGB Program Director and in-kind volunteer hours) and Stormwater Funds (advertising).

Proposed Action:

City Council allow the City Manager to accept award and submit required resolution; authorizing the City Manager to execute any and all agreements that are awarded to the City as a result of this grant process.

Attachment:

Attachment A - Award Agreement

RESOLUTION NO. 2014_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE
5 CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT
6 CERTAIN AGREEMENT WITH THE STATE OF FLORIDA,
7 DEPARTMENT OF TRANSPORTATION FOR THE ACCEPTANCE OF A
8 LITTER CONTROL AND PREVENTION GRANT IN THE AMOUNT OF
9 FIFTEEN THOUSAND DOLLARS (\$15,000.00) FOR A LITTER
10 CONTROL AND PREVENTION PROGRAM, A COPY OF WHICH IS
11 ATTACHED HERETO TO AS EXHIBIT "A"; AUTHORIZING THE CITY
12 MANAGER TO EXECUTE ANY AND ALL AGREEMENTS AND
13 ATTENDANT DOCUMENTS AS A RESULT OF THIS GRANT PROCESS;
14 AUTHORIZING A MATCH OF FUNDS IN THE AMOUNT OF SIXTEEN
15 THOUSAND, NINE HUNDRED AND SIXTY SEVEN DOLLARS (\$16,
16 967.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
17 PROVIDING AN EFFECTIVE DATE.
18

19
20 WHEREAS, the State of Florida Department of Transportation has
21 awarded a grant to the City of Miami Gardens for litter prevention, and tree
22 planting projects in the City of Miami Gardens, and

23 WHEREAS, city staff intends to use the grant to implement and promote
24 the "Drive It Home-Keep Our Paradise Litter Free" campaign within Miami
25 Gardens, and

26 WHEREAS, the litter campaign will sponsor litter prevention education
27 workshops/seminars and other educational presentations within the local
28 community, and

29 WHEREAS, there is a match requirement for this grant and match funds
30 will come from the Keep Miami Gardens Beautiful Program Budget,

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

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

36 Section 2: AUTHORIZATION: The City Council of the City of Miami
37 Gardens hereby authorizes the City Manager and the City Clerk to execute and
38 attest respectively, that certain Agreement with the State of Florida, Department
39 of Transportation for the acceptance of the litter control and prevention grant in
40 the amount of \$15,000 for a litter control and prevention program attached hereto
41 to as Exhibit "A"; The City Council also authorizes the City Manager to execute
42 any and all agreements and attendant documents as a result of this grant
43 process. Furthermore, the City Council authorizes a match of funds in the
44 amount of Sixteen Thousand, Nine Hundred and Sixty Seven Dollars
45 (\$16,967.00).

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

48 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
49 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____,
50 2014.

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OLIVER GILBERT, III, MAYOR

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57

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ATTEST:

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62 RONETTA TAYLOR, MMC, CITY CLERK

63

64

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

67

68

69 SPONSORED BY: CAMERON BENSON, CITY MANAGER

70

71 Moved by: _____

72

73 **VOTE:** _____

74

75 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

76 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

77 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

78 Councilman David Williams Jr _____ (Yes) _____ (No)

79 Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

80 Councilman Rodney Harris _____ (Yes) _____ (No)

81 Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

82

Financial Project No: 409750-2-74-01	Fund: _____	FLAIR Approp: _____
Contract No. _____	Function: _____	FLAIR Obj.: _____
CFDA No. and Title: _____	Contract Amount: _____	Org. Code: _____
_____	DUNS No.: _____	Vendor No.: _____
_____	Recipient DUNS No.: _____	CSFA No. and Title: 55.003 and Highway Beautification Grants – Keep Florida Beautiful

**LITTER CONTROL AND PREVENTION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
CITY OF MIAMI GARDENS/KEEP MIAMI GARDENS BEAUTIFUL**

This Litter Control and Prevention Grant Agreement (“Agreement”) is entered into this ____ day of _____, 2015 between the State of Florida, Department of Transportation (“Department”), and City of Miami Gardens/Keep Miami Gardens Beautiful, a Florida corporation (“Recipient”).

WITNESSETH:

- A. The Department is authorized under Section 334.044, Florida Statutes, and Section 403.709, Florida Statutes to enter into this Agreement.
- B. The Florida Legislature has appropriated the amount of \$800,000 in Fiscal Year 2014/2015 to the Department in order to provide funding for litter prevention and control programs through a certified Keep America Beautiful Affiliate at the local level.
- C. The Department is prepared, in accordance with its adopted work program, to undertake the Project described as the Keep America Beautiful Litter Control and Prevention Program, in Fiscal Year 2014/2015, in the maximum amount of \$15,000 and which Project is known as Financial Project Number 409750-2-74-01, as more fully described in Exhibit “A” (“Project”).

NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit “A” for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement (“Effective Date”) and continue through September 30, 2015. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.
4. The Department agrees to reimburse the Recipient in an amount not to exceed \$15,000 for actual costs incurred, excluding Recipient overhead. Project costs eligible for reimbursement will be allowed only from the Effective Date of this Agreement. The

funding for this Project is contingent upon annual appropriation by the Florida Legislature, the availability of funds pursuant to this Paragraph 5, and all other terms of this Agreement. The Recipient agrees to bear all expenses in excess of the Department's participation.

- a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Recipient's Proposed Budget in Exhibit "C", attached to and incorporated in this Agreement. Additionally, the services which the Recipient provides in Exhibit "A" shall conform with those programs as identified in Exhibit "D", attached to and incorporated in this Agreement.
- b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
- c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 409750-2-74-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- d. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. All invoices shall include a completed and accurate Grant Reporting Form as set forth in Exhibit "E" attached to and incorporated in this Agreement.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers (Section 287.058(b), Florida Statutes).
- g. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will

address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

- h. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.
- i. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- j. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.
- k. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

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

- l. The Department’s obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
 - m. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.
 - n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.

- b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "B" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
 - iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to FDOTSingleAudit@dot.state.fl.us no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
 - viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.
7. The Recipient shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Recipient.
 - b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

8. The Recipient shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement
9. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor; supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted

vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
11. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
12. The Recipient shall indemnify, defend, save, and hold harmless the Department and all of its officers, agents, or employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Neither the Recipient nor any of its officers, agents, employees, contractors/subcontractors, consultants/sub consultants will be liable under this section for the negligence of the Department or any of its officers, agents or employees. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“The contractor/consultant shall indemnify, defend, save, and hold harmless the Florida Department of Transportation and all its officers, agents or employees from all suits, actions, claims, demands, or liability of any nature whatsoever arising out of, because of, by any negligent act, or by any occurrence of omission or commission of the acts, by its officers, agents or employees. Neither the contractor/consultant, nor any of its

officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the Florida Department of Transportation or any of its officers, agents or employees.”

13. The Recipient shall carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.
14. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
15. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
16. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
17. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:

Florida Department of Transportation
605 Suwannee Street, Mail Station 61
Tallahassee, Florida 32399-0405
Attention: Project Manager

TO RECIPIENT:

City of Miami Gardens/Keep Miami
Gardens Beautiful Program
1050 NW 163rd Drive
Miami Gardens, Fl. 33169

19. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
20. This Agreement shall not be renewed.
21. This Agreement shall not be construed to grant any third party rights.
22. In no event shall the making by the Department of any payment to the Recipient constitutes or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
23. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
24. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
25. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
26. Time is of the essence as to each and every obligation under this Agreement.
27. The Department and the Recipient acknowledge and agree to the following:

- i. The Recipient shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- ii. The Recipient shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

28. This Agreement may be executed in duplicate originals.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

City of Miami Gardens/Keep Miami Gardens Beautiful Program
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____ *gl* BY: _____
Brian Blanchard, P.E., Assistant Secretary
for Engineering and Operations

Title: _____ Date: _____

Print Name _____ Legal Review: _____

Witness: _____

Title: _____ See attached encumbrance form for date of
funding approval by Comptroller

Print Name _____

EXHIBIT "A"

1.0 SERVICE OBJECTIVE: The Recipient shall assist the Department in meeting the objectives below:

- A. Implementing, administering and promoting the GAC / Drive It Home-Keep Our Paradise Litter Free (DIH-KOPLF) Trash-Off in conjunction with the National Great American Cleanup within the local community.
- B. Implementing, administering and promoting Litter Prevention Education within the local community.
- C. Promoting and securing Adopt-A-Highway participation in the local Keep America Beautiful (KAB) Systems communities and events.
- D. Implementing, administering and promoting a minimum of three (3) additional Program Activity Options as specified and agreed upon in Exhibit "D".
- E. Maintaining a website as specified.
- F. Supporting the Department's litter prevention education programs through the Recipient's public information, public affairs, and volunteer service programs.
- G. Maintain KAB Certified System status during the Agreement period.
- H. Employing a part or full-time program manager during the Agreement period.
- I. Functioning as a public/private partnership with a working Board of Directors.
- J. Match Department funds as provided in this Agreement at a ratio of 1:1, as specified.

2.0 DESCRIPTION OF SERVICES: The Recipient shall perform the following services:

- A. The DIH-KOPLF Trash-Off in conjunction with the National Great American Cleanup (GAC) is an annual event, held each March, April and May with the purpose of bringing a coordinated effort towards cleaning up local communities within the state. The Recipient shall be the local community coordinator for this event. The Recipient shall include appropriate inclusion in Recipient's publications, arrange informational meetings and media releases necessary to increase local participation at this annual event. Recipient shall include the official logo of the Department's DIH-KOPLF campaign on all material. The Recipient shall provide Department with a copy of the KAB DIH-KOPLF Trash-Off National Great American Cleanup wrap-up report as part of the reporting requirements.
- B. The Recipient shall conduct Litter Prevention Education workshops / seminars and other educational presentations within the local community. Every effort will be made by the Recipient to utilize already approved and established KAB educational material, as well as environmental education material recommended in the Environmental Protection Agency (EPA) publication, "Environmental Education Materials Guidelines for Excellence". The Recipient, when possible, will include the official Department logo on all printed educational material. The Recipient shall supply Department with original copies of all educational material purchased or developed with Department funds.
- C. The Recipient shall assist Department at the local community level with the State's Adopt-A-Highway education program. The Recipient shall assist Department in increasing participation at the local level, and shall include local Adopt-A-Highway participants in KAB systems program activities and mail-outs.

- D. The Recipient agrees to conduct / complete all Program Activity Options as contained in Exhibit "D". The Recipient shall submit a Program Activity Progress Report, on a quarterly basis to the Department, as part of the reporting requirements.
- E. The Recipient shall maintain a website. Department funds may be used to create, post to, and maintain said website. Said website at a minimum must contain the current:
- i. KAB Systems Board of Directors and Executive Committee Members
 - ii. KAB Systems Executive Director's name and title
 - iii. KAB Systems street address and mailing address
 - iv. KAB Systems e-mail address and website address
 - v. KAB Systems calendar of events
 - vi. KAB Systems 2013/2014 Annual Report, if applicable
 - vii. KAB Systems 2014 GAC Report, if applicable
 - viii. Governor and Lt. Governor's names
 - ix. State of Florida official website address (www.myflorida.com)
 - x. KAB logo may be displayed, and link provided
 - xi. FDOT logo must be displayed
 - xii. DIH-KOPLF log must be displayed, and link provided
 - xiii. FDOT State Adopt-A-Highway web link: (www.dot.state.fl.us/statemaintenanceoffice or current) and Statewide Litter-Hotline number: 1-800-BAN-LITT (er) / 1-800-226-5488
 - xiv. Current Year Dollar Benefits Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$ LDB).
 - xv. Historical Cumulative Years Dollar Benefits Meter (\$Donations + \$Volunteer Hrs + \$Staff Support = total \$ LDB).
 - xvi. Current Years Cost Benefit Ratio [Example: (\$1.00: \$16.00)].
 - xvii. Historical Cumulative Years Cost Benefit Ratio [Example: (\$1.00: \$160.00)].
- F. The Recipient shall support the Department's litter prevention education programs through the Recipient's normal network of seminars, speeches, newsletter, educational programs, web sites, social media, conferences, and other communication activities.
- G. The Recipient, during the Agreement period, is required to maintain its KAB Certified System status. If the Recipient is declared to be de-certified by KAB, Inc., the Recipient may be subject to immediate cancellation of this Agreement.
- H. The Recipient, during this Agreement period, is required to employ a part time or full time program manager (Executive Director). If the Recipient experiences a vacancy in this position, they are required to immediately notify Department so as not be found in default. Department will reserve the right to cancel or continue this Agreement based on the duration of the vacancy and ability of Recipient to fulfill this Agreement.
- I. The Recipient, during this Agreement period, is required to maintain a working Board of Directors. The Recipient shall submit to Department a complete listing of the members of the Board of Directors. Said list shall contain the names, e-mail addresses, phone numbers and affiliation of each board member. Said list shall identify the President, Vice-President, Secretary, and Treasurer of the organization. The Recipient shall submit copies of the minutes of the Board of Directors meetings to Department as part of their required reporting.

- J. The Recipient is required to match all Department funds awarded under this Agreement, at a 1:1 ratio. All matching funds and in-kind donations must be documented and included as a part of the Recipient's required quarterly reporting.
- K. The Recipient may use Microsoft Office Professional XP and Internet explorer when meeting the requirements of this Agreement.

3.0 SCHEDULE OF WORK: The Recipient shall submit to Department for review progress reports of activities within 15 days of the end of each report period as part of its reporting requirements. For the purposes of this Agreement, progress report due dates are: February 15, 2015, March 31, 2015, and June 15, 2015. All receipts will be dated on or before June 30, 2015. The Final Department/KABS Annual Report which includes, but is not limited to, the summary and receipts totaling grant amount, the grant match with summary and supporting documentation, the listing of all in-kind documentation, the KAB 2014 Great American Clean-up Report, KAB 2014 System's Annual Report, and the summary of projects as provided for in Exhibit "D", is due on or before September 30, 2015. (Please submit your Final Annual Department/KABS Report in a 3 ring binder with an index or an electronic submittal may be accepted upon approval by the Department's Project Manager).

4.0 PRINTING:

- A. No printing for the sole use of Department will be done under this Agreement. The Recipient shall be responsible for obtaining all printing required to accomplish this Agreement through their normal channels.
- B. All purchases of printing in excess of \$1000 require a minimum of three written bids. The Recipient shall use reasonable efforts to include at least one bid from a Minority Business Enterprise (MBE). The Recipient shall retain documentation of competitive bids.
- C. All printed materials produced under this Agreement with the use of Department funds, in full or part, shall contain the following language in no less than a 10pt font. *"The printing of this material has been made possible through funds provided by the Florida Department of Transportation"*. All material printed with the use of Department funds shall display the official Department logo and DIH-KOPLF logo.

5.0 COMPENSATION:

- A. The compensation for this service shall not exceed \$15,000.00. The Recipient shall not perform services in excess of the amount until advised in writing by the Department that additional funds have been made available and encumbered. Approved costs incurred by the Recipient during the contract period shall be in accordance with the following:
 - i. All direction, art work, training materials development, training, special events coordination or organization, and program promotion shall be on an hourly basis in accordance with Recipient's expended time toward completion of each project.

- ii. The Recipient shall provide hourly rates for each project. The Recipient's hourly rate will be multiplied by the hours reported by the employee to arrive at the cost for work performed during submission period. The rate of \$15.00 per hour shall be considered the maximum allowable hourly rate.
- iii. The cost of services rendered or materials produced by sub-contractors not a part of the Recipient's organization, (out of house expenditures) shall be at actual cost.
- iv. All long-distance telephone calls, mailing, shipping and photocopying shall be at actual cost.
- v. The Recipient shall submit their request for reimbursement to the address indicated for notice to the Department in Paragraph 18 of the Agreement. All reimbursement requests will be submitted no later than June 30, 2015 for this grant. The request shall include the following support documentation:
 - 1. Paid invoices and receipts for purchases of all services
 - 2. Paid invoices for outside or out of house expenditures
 - 3. Paid invoices and receipts for other direct costs
 - 4. Copies of cancelled checks
 - 5. One Page Quarterly (as noted in 3.0) & cumulative Progress Report Summary

- B. The Department's Request for Reimbursement Form will be used to document expenditures incurred as payment was made in advance of incurring costs.

6.0 INELIGIBLE EXPENDITURES / ACTIVITIES

- A. Purchase, lease or other costs associated with personal cell phones, pagers, beepers and personal e-mail addresses are not an acceptable expenditure under this Agreement.
- B. No funds will be used for construction projects.
- C. Department funds may not be used to cover in part or full, costs direct or indirect, of fundraising activities or fundraising events.
- D. No reimbursement will be made for partial per diem for non-overnight travel.
- E. No reimbursement will be made for tips, gratuities, alcohol, valet parking, or any purchases not directly related to the purpose of the travel.
- F. No reimbursement will be made for food or drink items.

7.0 DISPUTES: The Recipient shall be responsible for the settlement of any contractual or administrative disputes arising out of the subcontracts entered into in support of the contract work.

EXHIBIT "B"

STATE FINANCIAL ASSISTANCE

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: Highway Beautification Grants – Keep Florida Beautiful
CSFA Number: 55.003
Award Amount: \$15,000

Specific information for CSFA Number 55.003 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Compliance requirements for CSFA Number 55.003 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

EXHIBIT "C"

PROPOSED BUDGET FOR USE OF FDOT FUNDS

	<u>FDOT FUNDS*</u>	<u>MATCHING FUNDS</u>
Salaries (\$15.00 @ hr. max limit)	_____ (Exe. Dir Only)	\$2,000.00
Employer portion FICA	_____ (Exe. Dir Only)	_____
Employer portion unemployment	_____ (Exe. Dir Only)	_____
Employee Benefits	_____ (Exe. Dir Only)	_____
Liability & Other Insurance	_____	_____
2015 Annual Report	_____	_____
Rent / Utilities	<u>Match Only</u>	_____
Accounting / Auditor	_____ (\$300.00 Max)	_____
Phone/cell/internet access*	_____ (\$600.00 Max)	_____
Project Materials	_____	_____
Office Equipment*	_____	_____
Office Supplies	_____	500.00
GAC/DIH-KOPLF Prog.Materials**	<u>\$3,000.00 Min.</u> (No Drink / Food)	3,000.00
Volunteer Hours	<u>Match Only</u>	3,965.00
Advertising	_____	5,500.00
Printing	_____	1,000.00
Travel(KAB Annual/KFB Training)*	_____ (\$1,000.00 Max)	_____
Internet / Social Media Support	_____ (\$2,500.00 Max)	_____
KAB Annual Dues	_____	_____
Total FDOT Funds	<u>\$15,000.00</u>	Total Matching
		<u>\$15,965.00</u>

* see items below. **Prior approval by FDOT Project Manager is required.

- **Telephone** – the use of FDOT funds for the purchase/lease or monthly charges related to personal cell phones, beepers or pagers are **not** allowed.
- **Office Equipment** – the purchase of computers, computer software, fax machine, copiers and other office equipment with an expected life of 5 years or more may be purchased with FDOT funds. All equipment purchased with FDOT funds will become the property of the FDOT in the event the grantee organization is dissolved. (Please document these purchases and include the invoices in your quarterly reports)
- **Food & Drinks** - State funds **cannot** be used for the purchase of food (F), drink (D) or FD items.
- **Travel** – State rates shall be used. Overnight Travel and per-diem expenses shall be in accordance with Section 112.061, Florida Statutes & documented on state travel form (see attached). Reimbursement will not be made for partial per diem for non-overnight travel.
- **Educational Material** – Wherever possible, the applicant will utilize already accepted and established educational material rather than develop new material. The department recommends the use of the EPS publication “Environmental Education Materials: Guidelines for Excellence” in developing educational material. Before developing or purchasing new educational material other than the ones listed, the applicant should contact the FDOT Project Manager for approval.
- **Total FDOT Funds requested** – The total amount of FDOT funds requested might not exceed the maximum amount allocated & approved by the department as stated in the proposal guidelines.
- **Total Matching** – A 1:1 match of FDOT funds is required. The total matching should reflect cash, in-kind donations, anticipated volunteer hours (\$7.93 per hour value or minimum wage), donation of equipment, and other materials. The Department encourages additional matching dollar funds where possible. You may use either other State or Federal funds as a match, but no other FDOT funds, directly or indirectly may be used as a match to this program. Cash, In-kind and other matches, must be documented in the required reporting.

FLORIDA DEPARTMENT OF TRANSPORTATION

PROGRAM ACTIVITY OPTIONS

Please check the activities that your affiliate will conduct at the local level during the grant period ending September 30, 2015. The applicant must identify a minimum of 3 additional activities, which will be completed during the funding period for a total of 7 activities. Return this completed form with your proposal application. If awarded funds, this attachment will become a part of the Agreement. Already checked 4 activities are required components, and cannot be counted towards the required 3 additional activities. All 7 programs must be conducted within your local communities.

- | | |
|--|--|
| <input checked="" type="checkbox"/> GAC & DIH-KOPLF Trash-Off (Mar/April)(required) | <input type="checkbox"/> Litter prevention education PSA's |
| <input checked="" type="checkbox"/> Litter prevention community presentations (required) | <input type="checkbox"/> Adopt-A-Spot |
| <input checked="" type="checkbox"/> State Adopt-A-Highway promotion (required) | <input type="checkbox"/> Adopt-A-Medium |
| <input checked="" type="checkbox"/> 2015 KAB Award Submission (required) | <input checked="" type="checkbox"/> Local Adopt-A-Road (County) |
| <input type="checkbox"/> Local Adopt-A-Street (City) | <input type="checkbox"/> Clean Builders program |
| <input type="checkbox"/> Electronic Recycling partnership with SWIX | <input type="checkbox"/> Litter receptacle placement |
| <input type="checkbox"/> America Recycles Day Activities (November) | <input type="checkbox"/> Christmas tree Recycling (Dec) |
| <input checked="" type="checkbox"/> Local Litter Hotline | <input type="checkbox"/> Litter ordinance improvements |
| <input type="checkbox"/> Environmental court | <input type="checkbox"/> Waste in Workplace education |
| <input type="checkbox"/> Local Litter enforcement programs | <input type="checkbox"/> Graffiti abatement |
| <input type="checkbox"/> Graffiti Hurts workshops / program implementation | <input type="checkbox"/> Neighborhood improvement programs |
| <input type="checkbox"/> Litter free events | <input type="checkbox"/> Business / School Recycling |
| <input checked="" type="checkbox"/> Community gardens | <input type="checkbox"/> MSW community presentations |
| <input type="checkbox"/> Recycling / reuse projects / programs | <input type="checkbox"/> Composting |
| <input type="checkbox"/> Local Waste exchange | <input type="checkbox"/> "Get a Grip" video presentation |
| <input type="checkbox"/> Recyclables collection program / special projects | <input type="checkbox"/> Charge up to Recycle presentations |
| <input type="checkbox"/> Close the Loop/Buy Recycled presentations | <input type="checkbox"/> Illegal dumping abatement |
| <input type="checkbox"/> Illegal dumping hotline | <input checked="" type="checkbox"/> Tree planting reforestation projects |
| <input type="checkbox"/> Recycling education | <input type="checkbox"/> School Programs/Educational Fairs |
| <input type="checkbox"/> Marine Debris abatement programs/projects | <input type="checkbox"/> Other |
| <input type="checkbox"/> Adopt-A-Shore (Assist) | |
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EXHIBIT "E"

Florida Department of Transportation GRANT REPORTING FORM

Dates _____ through _____ (_____ Period)

RECIPIENT Name: City of Miami Gardens/Keep Miami Gardens Beautiful Grant Amount: \$ _____

Budget Category	Approved Total Annual Expenditures	Amount Used All Prior Quarters	Amount Used This Quarter	Remaining Balance
Salaries (Max. \$15.00 Hr. : E.D. Only)				
Insurance				
2015 Annual Report				
Rent / Utilities	Match Only			
Accounting (\$300.00 Max.)				
Phone/cell/Int. access (\$600.00 Max.)				
Office Equipment**				
Office Supplies				
DIH-KOPLF Program Materials (No Drink/Food) \$3,000.00 Min.***				
Advertising				
Printing				
Travel (\$1,000.00 Max.)				
Internet / Social Media Web-site Support (\$2,500.00 Max.)				
KAB Dues				
Column Total				

** Please note property purchased with FDOT funds on separate paper.

*** Project Materials – prior approval needed by FDOT Project Manager.

Authorized/Submitted by: _____ Date: _____
 Approved by: _____ Date: _____

LOCAL PROGRAM ACTIVITIES: This Quarter All Contract Period to Date

Total number of Adopt-A-_____ Groups: _____
 Total number of groups* conducting litter cleanups: _____
 Total number of volunteer* hours for litter removal: _____
 Total pounds of litter* collected: _____
 Total number of volunteer* hours for other activities: _____

*inclusive of all pickup activities for your organization

Total dollar amount of cost benefits in local community:

- Volunteer dollar benefit: _____ hours x \$7.93 = \$ _____ cost benefit
 - Litter dollar benefit: _____ pounds divided by 2,000 = _____ tons
 - _____ Tons x local tipping fee of \$ _____ per ton = \$ _____ cost benefit

Total cost benefits: (grant award match requires supporting documentation)

Volunteer Hours: \$ _____ \$ _____
 Litter dollars: \$ _____ \$ _____
 In-Kind dollars \$ _____ \$ _____
 Cash contributions \$ _____ \$ _____
 Other cash funding \$ _____ \$ _____
 Total cost benefits \$ _____ (For this quarter)
 Total cost benefits \$ _____ (All qtrs. to date for contract period)
 Total cost Benefit \$ _____ (Since date of program inception)

Date: _____ KAB Affiliate: _____

TO: MT954BA@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARP12

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARP12 Contract Type: Method of Procurement:
Vendor Name: CITY OF MIAMI GA
Vendor ID: VF113695944001
Beginning date of this Agmt: 11/17/14
Ending date of this Agmt: 09/30/15

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(68)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55 621000954 *OM *750003 * 15000.00 *40975027401 *215 *
2015 *55150200 *088850/15
0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 15,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 11/21/2014



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 11, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance		Other	
				X				
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading		
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X			
Funding Source:	Stormwater Fund		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No		
				X				
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	ITB# 14-15-008 NW 177th Terrace Drainage Improvements				
	X							
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Goals: Improve City infrastructure				
	X							
Sponsor Name	Cameron Benson City Manager		Department:	Development Services / Engineering				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AWARDDING A BID TO METRO EXPRESS, INC., IN THE AMOUNT OF TWO HUNDRED FORTY-EIGHT THOUSAND, NINE HUNDRED EIGHTY-FIVE DOLLARS AND 99/100 (\$248,985.99), FOR CONSTRUCTION OF THE NW 177/NW 178 TERRACE STORMWATER DRAINAGE PROJECT; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH METRO EXPRESS, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Due to resident complaints about flooding on NW 177th Terrace and NW 178th Terrace between NW 24th and NW 25th Avenue, it was determined that drainage improvements will be necessary to alleviate flooding. Design and specifications were prepared by A&P Consulting Engineers. The drainage improvements will consist of construction of french drains, catch basins as well as improvements to the roadway, swales, sidewalks and ADA ramps.

**Item K-9) Consent Agenda
Resolution
Agreement-Metro Express, Inc.**

ITB# 14-15-008 was advertised on December 1, 2014 and bids were received on Jan 8 2015 (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. The apparent low bidder has successfully completed projects for the City in the past, the finances are in order, and insurance is sufficient.

Funding for this project is from the City's stormwater budget. A copy of the proposal document and submittals are available at the Mayor and Council's Office for review.

Proposed Action:

That City Council approves the attached resolution authorizing the City Manager to execute the contract for NW 177th Terrace Drainage Project in the amount of \$ \$248,985.99, which includes a ten percent contingency, to Metro Express, Inc., located in Miami, Florida.

Attachment:

- Attachment A – Tabulation
- Attachment B - Agreement

RESOLUTION NO. 2014_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AWARDDING A BID TO METRO EXPRESS, INC., IN THE AMOUNT OF TWO HUNDRED FORTY-EIGHT THOUSAND, NINE HUNDRED EIGHTY-FIVE DOLLARS AND 99/100 (\$248,985.99), FOR CONSTRUCTION OF THE NW 177/NW 178 TERRACE STORMWATER DRAINAGE PROJECT; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH METRO EXPRESS, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, City staff has determined that repairs need to be made on NW 177th Terrace and NW 178th Terrace between NW 24th and NW 25th Avenue, to alleviate flooding, and

WHEREAS, ITB# 14-15-008 was advertised on December 1, 2014 and bids were received on Jan 8 2015, and

WHEREAS, bids were evaluated for compliance with the specifications and their ability to perform the work, and

WHEREAS, Metro Express Inc., is the apparent low bidder and has successfully completed projects for the City in the past,

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 awards a bid to Metro Express, Inc., in the amount of Two Hundred Forty-Eight Thousand, Nine Hundred Eighty-Five Dollars and 99/100 (\$248,985.99), for

34 construction of the N.W. 177/N.W. 178 Terrace stormwater drainage project. The City
35 Council further authorizes the City Manager and City Clerk to execute and attest
36 respectively, that certain Agreement with Metro Express, Inc., a copy of which is
37 attached hereto as exhibit "A.

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

40 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
41 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2014.

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OLIVER GILBERT, III, MAYOR

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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

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SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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Moved by: _____

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VOTE: _____

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Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

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Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

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Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

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

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Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

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Councilman Rodney Harris _____ (Yes) _____ (No)

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Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

ITB#14-15-008 NW 177th Terrace Drainage Improvements
 January 8, 2015 - 2:00p.m.

Bid Item	Qty.	Metro Express Medley, FL		Williams Paving Co Medley, FL		Roadway Construction Ft. Lauderdale, FL		Perrin Int'l. Services Miami, FL	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
10% bond			yes		yes		yes		yes
Gen Req	1		\$4,000.00		\$5,000.00		\$6,000.00		\$6,450.00
MOT	1		\$3,000.00		\$4,500.00		\$4,000.00		\$3,500.00
Sub Total			\$7,000.00		\$9,500.00		\$10,000.00		\$9,950.00
Clear & Grub	1		\$3,000.00		\$38,100.00		\$30,718.59		\$3,000.00
15" Drain Pipe	183	\$90.00	\$16,470.00	\$35.00	\$6,405.00	\$30.61	\$5,601.63	\$55.00	\$10,065.00
18" Drain Pipe	638	\$120.00	\$76,560.00	\$78.00	\$49,764.00	\$103.44	\$65,994.72	\$140.00	\$89,320.00
Catch Basin(P)	10	\$3,500.00	\$35,000.00	\$3,500.00	\$35,000.00	\$2,827.07	\$28,270.70	\$2,750.00	\$27,500.00
Catch Basin (J)	2	\$4,000.00	\$8,000.00	\$3,725.00	\$7,450.00	\$4,323.58	\$8,647.16	\$2,850.00	\$5,700.00
Bahia Sod	2070	\$6.00	\$12,420.00	\$4.50	\$9,315.00	\$10.52	\$21,776.40	\$9.00	\$18,630.00
Basin Apron	12	\$400.00	\$4,800.00	\$365.00	\$4,380.00	\$237.37	\$2,848.44	\$520.00	\$6,240.00
Restore Drive	166	\$22.00	\$3,652.00	\$55.00	\$9,130.00	\$16.78	\$2,785.48	\$25.75	\$4,274.50
Restore 6" drive	30	\$81.00	\$2,430.00	\$79.00	\$2,370.00	\$54.44	\$1,633.20	\$75.00	\$2,250.00
Street Sign	2	\$200.00	\$400.00	\$150.00	\$300.00	\$208.66	\$417.32	\$160.00	\$320.00
Mailbox	2	\$200.00	\$400.00	\$92.00	\$184.00	\$161.47	\$322.94	\$150.00	\$300.00
TOTAL			\$170,132.00		\$171,898.00		\$179,016.58		\$177,549.50
ALT. ADDS									
Mill asphalt	2780	\$3.00	\$8,340.00	\$2.50	\$6,950.00	\$2.74	\$7,617.20	\$4.00	\$11,120.00
1" Superpave	189	\$120.00	\$22,680.00	\$130.00	\$24,570.00	\$163.90	\$30,977.10	\$208.00	\$39,312.00
Lime rock	355	\$12.00	\$4,260.00	\$21.40	\$7,597.00	\$9.96	\$3,535.80	\$20.00	\$7,100.00
Sidewalk (4")	387	\$32.00	\$12,384.00	\$32.90	\$12,732.30	\$31.92	\$12,353.04	\$39.00	\$15,093.00
Sidewalk (6")	75	\$36.00	\$2,700.00	\$41.35	\$3,101.25	\$42.05	\$3,153.75	\$41.00	\$3,075.00
Warning Surface	89	\$25.00	\$2,225.00	\$13.40	\$1,192.60	\$19.42	\$1,728.38	\$22.00	\$1,958.00
Type B	380	\$3.50	\$1,330.00	\$4.40	\$1,672.00	\$3.26	\$1,238.80	\$10.00	\$3,800.00
White arrow	1	\$100.00	\$100.00	\$55.00	\$55.00	\$72.60	\$72.60	\$100.00	\$100.00
Stripe 6"	400	\$2.00	\$800.00	\$0.80	\$320.00	\$0.97	\$388.00	\$1.00	\$400.00
Stripe 12"	298	\$2.80	\$834.40	\$1.50	\$447.00	\$1.51	\$449.98	\$3.40	\$1,013.20
Stripe 24"	53	\$3.50	\$185.50	\$3.15	\$166.95	\$1.82	\$96.46	\$5.60	\$296.80

cont. pg 2

Bid Item	Qty.	Metro Express		Williams Paving		Roadway Construction		Perrin Int'l Services		
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
Reflective mark	16	\$5.00	\$80.00	\$3.75	\$60.00	\$3.63	\$58.08	\$5.00	\$80.00	
Remove tree	1	\$300.00	\$300.00	\$255.00	\$255.00	\$915.12	\$915.12	\$240.00	\$240.00	
TOTAL ALT ADD			\$56,218.90		\$59,119.10		\$62,584.31		\$83,588.00	
TOTAL BID			\$226,350.90		\$231,017.10		\$241,600.89		\$261,137.50	

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

Bid Item	Qty.	JVA Engineering Contr Miami, FL		Kailas Corp Hialeah, FL		JZT Utilities Pembroke Pines, FL		Caribe Utilities of FL Miami, FL	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
10% bond			yes		yes		yes		yes
Gen Req	1		\$5,500.00		\$5,000.00		\$8,000.00		\$10,650.00
MOT	1		\$4,000.00		\$5,000.00		\$600.00		\$8,500.00
Sub Total			\$9,500.00		\$10,000.00		\$8,600.00		\$19,150.00
Clear & Grub	1		\$10,000.00		\$15,000.00		\$35,000.00		\$19,600.00
15" Drain Pipe	183	\$75.00	\$13,725.00	\$49.00	\$8,967.00	\$85.00	\$15,555.00	\$65.00	\$11,895.00
18" Drain Pipe	638	\$136.00	\$86,768.00	\$120.00	\$76,560.00	\$280.00	\$178,640.00	\$190.00	\$121,220.00
Catch Basin(P)	10	\$2,600.00	\$26,000.00	\$3,500.00	\$35,000.00	\$3,000.00	\$30,000.00	\$4,700.00	\$47,000.00
Catch Basin (J)	2	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00	\$3,000.00	\$6,000.00	\$5,900.00	\$11,800.00
Bahia Sod	2070	\$7.00	\$14,490.00	\$7.00	\$14,490.00	\$3.00	\$6,210.00	\$6.30	\$13,041.00
Basin Apron	12	\$800.00	\$9,600.00	\$430.00	\$5,160.00	\$500.00	\$6,000.00	\$500.00	\$6,000.00
Restore Drive	166	\$27.00	\$4,482.00	\$58.00	\$9,628.00	\$35.00	\$5,810.00	\$49.00	\$8,134.00
Restore 6" drive	30	\$54.00	\$1,620.00	\$148.00	\$4,440.00	\$45.00	\$1,350.00	\$70.00	\$2,100.00
Street Sign	2	\$150.00	\$300.00	\$130.00	\$260.00	\$350.00	\$700.00	\$305.00	\$610.00
Mailbox	2	\$200.00	\$400.00	\$130.00	\$260.00	\$200.00	\$400.00	\$245.00	\$490.00
TOTAL			\$184,885.00		\$191,765.00		\$294,265.00		\$261,040.00
ALT. ADDS									
Mill asphalt	2780	\$3.50	\$9,730.00	\$6.00	\$16,680.00	\$6.00	\$16,680.00	\$19.50	\$54,210.00
1" Superpave	189	\$170.00	\$32,130.00	\$150.00	\$28,350.00	\$210.00	\$39,690.00	\$300.00	\$56,700.00
Lime rock	355	\$18.00	\$6,390.00	\$12.00	\$4,260.00	\$45.00	\$15,975.00	\$28.00	\$9,940.00
Sidewalk (4")	387	\$38.00	\$14,706.00	\$42.00	\$16,254.00	\$48.00	\$18,576.00	\$57.00	\$22,059.00
Sidewalk (6")	75	\$42.00	\$3,150.00	\$65.00	\$4,875.00	\$55.00	\$4,125.00	\$80.00	\$6,000.00
Warning Surface Type B	89	\$29.00	\$2,581.00	\$40.00	\$3,560.00	\$10.00	\$890.00	\$65.00	\$5,785.00
White arrow	380	\$9.00	\$3,420.00	\$7.00	\$2,660.00	\$38.00	\$14,440.00	\$19.40	\$7,372.00
Stripe 6"	1	\$200.00	\$200.00	\$110.00	\$110.00	\$680.00	\$680.00	\$65.00	\$65.00
Stripe 12"	400	\$2.00	\$800.00	\$4.50	\$1,800.00	\$7.50	\$3,000.00	\$2.60	\$1,040.00
Stripe 24"	298	\$4.00	\$1,192.00	\$5.50	\$1,639.00	\$10.00	\$2,980.00	\$5.20	\$1,549.60
Stripe 24"	53	\$8.00	\$424.00	\$9.00	\$477.00	\$23.00	\$1,219.00	\$7.80	\$413.40

cont. pg 2

Bid Item	Qty.	JVA Engineering		Kailas Corp		JZT Utilities		Caribe Utilities	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total

Reflective mark	16	\$10.00	\$160.00	\$13.00	\$208.00	\$14.00	\$224.00	\$6.50	\$104.00	
Remove tree	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$500.00	\$500.00	
TOTAL ALT ADD			\$75,383.00		\$81,873.00		\$119,129.00		\$165,738.00	
TOTAL BID			\$260,268.00		\$273,638.00		\$413,394.00		\$426,778.00	

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

ITB#14-15-008 NW 177th Terrace Drainage Improvements
January 8, 2015 - 2:00p.m.



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

CITY OF MIAMI GARDENS
CONSTRUCTION CONTRACT

THIS CONTRACT made as of this _____ day of _____, 20____, by and between METRO EXPRESS, 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. 14-15-008 dated January 8, 2015, (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 **ten** (10) calendar days of the issuance of Notice of Award.

3.2 The Work must begin within **ten** (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed, whichever is later, and shall be carried on at a rate to insure its substantially completed within 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 Three Hundred Fifty Dollars (\$350.00) 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 Two Hundred Dollars (\$200.00) 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 Two Hundred Twenty-Six Thousand Three Hundred Fifty dollars and ninety cents (\$226,350.90).

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
18605 NW 27th Avenue
Miami Gardens, FL 33056

With a Copy to: City Attorney
C/O City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056

And if sent to the CONTRACTOR shall be mailed to:

Name: Metro Express Inc.
Address: 9442 NW 109th Street
Address:
City, State & Zip: Medley, FL 33178
Contact Person: Delio A. Trasobares

Fed. ID# 65-0711071
Telephone # 305-885-1330
Fax # 305-885-1327
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.

7.16 Compliance with Florida Public Records Laws. To the extent required by law, Contractor shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, Contractor agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

[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:



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 11, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				Ratifying Union			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
				Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	General Fund / Various Funds		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name:	Cameron Benson, City Manager		Department:	Human Resources			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING THAT CERTAIN COLLECTIVE BARGAINING AGREEMENT WITH THE FEDERATION OF PUBLIC EMPLOYEES ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN ATTEST THE SAME; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

On February 6, 2012, Florida Public Employees Relations Commissions certified Federation of Public Employees (FPE), a Division of the National Federation of Public and Private Employees, AFL-CIO as a bargaining unit (Certification Number 1787). All full-time and regular part-time employees listed under the below classifications are included as members of the bargaining unit.

1. Fleet Services Representative
2. Irrigation Assistant

**Item K-10) Consent Agenda
Resolution
Agreement-Federation of Public Employees**

3. Irrigation Specialist
4. Janitorial Crew Worker
5. Landscape Crew Worker
6. Public Service Worker I
7. Public Service Worker II
8. Public Service Worker III

9. Recreation Aide I
10. Recreation Aide II
11. Street Sweeper Operator
12. Tradesworker

Currently, the City has a total of 68 positions classified for bargaining member status.

Analysis

The City’s collective bargaining management team has negotiated with the FPE over the past three (3) years over terms and condition of employment. During the City’s December 9, 2014 bargaining session with the FPE bargaining unit, a mutual tentative contract agreement was proposed. On January 14, 2015, the FPE bargaining unit conducted a contract ratification vote. By a majority vote the contract was accepted by the bargaining unit.

The next step in the negotiation process is for the City Council to review the proposal and decide if it will approve or reject the proposed tentative contract agreement as ratified by the FPE Bargaining Unit. If the City Council decides to ratify the tentative contract agreement the contract will go in effect upon ratification, and will be effective through September 30, 2017.

If the City Council decides not to ratify the tentative contract agreement negotiations will resume.

Fiscal Impact

Upon ratification of the contract, union employees will receive a 2% COLA. The annual costs to the City is approximately \$50,000 which is already included in the FY 2015 budget. Funds for bonuses for employees who reach a “commendable” or “outstanding” rating is not included in the FY 2015 budget. It is anticipated the new performance evaluation form being effective on or around October 1, 2015. Staff will include an estimate in the FY2016 budget for these expenses.

Proposed Action:

Staff recommends the City Council ratify the proposed contract agreement as ratified by the FPE bargaining unit.

Attachment:

Tenative Collective Bargaining Agreement between the City of Miami Gardens and Federation of Public Employees (FPE), A Division of the National Federation of Public and Private Employees (AFL-CIO) as ratified by FPE on January 14, 2015.

RESOLUTION NO. 2014_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING THAT CERTAIN COLLECTIVE BARGAINING AGREEMENT WITH THE FEDERATION OF PUBLIC EMPLOYEES ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN ATTEST THE SAME; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 6, 2012, the Florida Public Employees Relations Commissions certified Federation of Public Employees (FPE), a Division of the National Federation of Public and Private Employees, AFL-CIO as a bargaining unit (Certification Number 1787), and

WHEREAS, certain maintenance and aide employees are included as members of the bargaining unit, and

WHEREAS, the City's collective bargaining management team has negotiated with the FPE over the past three (3) years over terms and condition of employment, and

WHEREAS, on January 14, 2015, the FPE bargaining unit ratified the proposed contract, and

WHEREAS, the next step in the process is for the City Council to ratify the contract if it agrees with the terms,

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 ratifies that certain Collective Bargaining Agreement with the Federation of

30 Public Employees attached hereto as Exhibit "A." The City Council further authorizes
31 the City Manager and City Clerk to execute an attest the same.

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

34 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
35 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2014.

36

37

OLIVER GILBERT, III, MAYOR

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42 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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51

52 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

53

54 Moved by: _____

55

56 **VOTE:** _____

57

58 Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
59 Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
60 Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
61 Councilman David Williams Jr	_____ (Yes)	_____ (No)
62 Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
63 Councilman Rodney Harris	_____ (Yes)	_____ (No)
64 Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

65

COLLECTIVE BARGAINING AGREEMENT

-Between-

THE CITY OF MIAMI GARDENS

-And-

**FEDERATION OF PUBLIC EMPLOYEES,
A DIVISION OF THE NATIONAL FEDERATION
OF PUBLIC AND PRIVATE EMPLOYEES
(AFL-CIO)**

Effective Through September 30, 2017

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ARTICLE 1

PREAMBLE

This Agreement is entered into this ____ day of _____, 20____, by and between the City of Miami Gardens, hereinafter referred to as “the City” or “Employer” and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, Affiliated with District 1-MEBA (AFL-CIO), hereinafter referred to as “the Federation” or “the Union.”

WHEREAS, this Agreement shall be effective from the date of ratification through September 30, 2017; and

WHEREAS, this Agreement reduces to writing the understandings of the City and the Federation to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, this Agreement is entered into to promote a harmonious relationship between the City and the Federation and to encourage more effective employee service in the public interest; and

WHEREAS, it is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and the Federation recognizes the need to provide continuous and reliable service to the public; and

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

ARTICLE 2

RECOGNITION

2.1 The City agrees to hereby recognize the Federation as the sole and exclusive bargaining agent for the purposes of collective bargaining with regards to wages, hours and other conditions of employment for those employees included within the certified bargaining unit described in PERC Certification No. 1787, hereinafter referred to as "the bargaining unit," as follows:

Included: All full-time and regular part-time employees in the classifications of Fleet Services Representative, Irrigation Assistant, Irrigation Specialist, Janitorial Crew Worker, Landscape Crew Worker, Public Service Worker I, II, and III, Recreation Aid I and II, Storm Water Worker I, II, and III, Street Sweeper Operator, and Trades Worker.

Excluded: All other City employees.

2.2 It is agreed that if and when new position classifications are created by action of the City, the question of inclusion or exclusion within the bargaining unit shall be settled in accordance with State Law.

ARTICLE 3

DUES DEDUCTIONS

3.1 Federation members may authorize payroll deductions for the purpose of paying Federation dues. Any member of the Federation who has submitted a properly executed dues deduction form to the City Manager or his or her designee may have his or her membership dues in the Federation deducted from his or her wages. No authorization shall be allowed for payment of initiation fees, assessments, or fines. Payroll deductions shall be revocable at the employee's request upon 30 days' written notice to the City and the Federation. A written request for revocation received by the City from a member which is forwarded to the Federation shall constitute written notice of such revocation to the Federation.

3.2 Dues deducted shall be transmitted to the Federation per pay period within ten (10) days from the date of deduction. The Federation will not be required to reimburse the City for administrative costs of payroll deductions withheld by the City.

3.3 It shall be the responsibility of the Federation to notify the City Manager or his designee, in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.

3.4 The Federation shall indemnify, defend and hold the City harmless against any and all claims, suits, orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

3.5 The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate Federation dues. When a member is in a non-pay status for an entire pay period, dues deduction from future earnings may not be made to cover that pay period. In the case of an employee who is in a non-pay status

during only part of the pay period, if available wages are not sufficient to cover the full dues deduction, no deduction shall be made. All legally required deductions have priority over Federation dues.

3.6 Any arbitration award providing retroactive pay to a Federation member will have union dues deducted by the City.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 The City reserves and retains, solely and exclusively to itself, all of the normal, inherent, statutory, and common law rights to manage the City and its employees, including the members of the bargaining unit, whether exercised or not, except and only to the extent that such rights are expressly abridged by a specific provision of this Agreement. The City's past or future failure to exercise any function or right hereby reserved to it, or its past or future exercising of any function or right in any particular way, shall not be deemed a waiver of its future right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5

FEDERATION BUSINESS

5.1 Neither party in negotiations shall have any control over the selections of the negotiating or bargaining representative of the other party. The bargaining committee of the Federation shall consist of four (4) City employee members representing the bargaining unit and two (2) representatives of the Federation. Bargaining Unit members serving as representatives during collective bargaining negotiations with the City who are scheduled to work on the date a collective bargaining session is held will receive compensation at their regular rate of pay for the time spent participating in such bargaining session and other time approved by the City when the time is spent preparing for a collective bargaining session. No more than four (4) employee Bargaining Unit representatives will receive pay for participating in and/or preparing for a collective bargaining session. The Federation will furnish the City with a written list of the Federation bargaining committee, prior to the first bargaining session, and will substitute changes thereto in writing to the City.

5.2 Bargaining Unit members shall be allowed to communicate Federation business while off-duty and during their own time, including during lunch and other City approved breaks.

5.3 The Federation agrees that there shall be no solicitation of City employees for membership in the Federation, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of Federation or affiliated Federation literature or any other business activity of the Federation on City time and during the working hours of City employees, except during unrestricted time provided by the City to Bargaining Unit members on duty such as lunch and other City approved breaks.

5.4 One on-duty representative may attend any meeting involving the City and a Bargaining Unit member, without the loss of pay, when his/her presence is requested by the Bargaining Unit member who believes the meeting may reasonably lead to discipline as set forth by the applicable law. One on-duty representative may attend any grievance and/or arbitration arising under the interpretation or application of this contract, without the loss of pay.

5.5 The Federation agrees that it will carry out its business in such a manner as not to disrupt normal departmental activities, work production, or services.

5.6 One employee Federation representative may attend up to three (3) official Federation conventions or meetings on a scheduled workday, without pay, when he/she gives at least fifteen (15) days notice to the Human Resources Director and the requested time off is approved by the City. The City's approval shall not be unreasonably withheld.

5.7 Off-duty time spent on negotiations or grievances shall not be deemed "hours worked" as defined by FLSA, nor shall such time be accrued toward overtime in any employees work day or workweek.

5.8 The City and the Federation agree that there will be no collective bargaining negotiations attempted or entered into between any persons other than the City Manager and/or his designee and designated representatives of the Federation. Any attempt to circumvent the proper bargaining process shall be deemed grounds for either party to file an unfair labor practice and shall result in appropriate charges being filed against the offending party.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 In a mutual effort to promote harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement. A "Grievance" is defined as a dispute involving the interpretation or application of this Agreement. The definition of grievance shall be strictly construed and no other matter shall be subject to resolution under this Article without the written agreement of the City and the Union.

6.2 The Union accepts its fair duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

6.3 It is agreed and understood by both parties that this grievance procedure is the sole and exclusive avenue of redress available to any bargaining unit member.

6.4 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits. To simplify the grievance procedure, the number of "working days" in presenting a Grievance and receiving a reply from different levels or steps shall be based on a forty (40) hour, five (5) day work week, Monday through Friday, excluding the holidays listed in this Agreement.

STEP1: Within ten (10) working days after the act or occurrence which gives rise to the Grievance, the grievant and the Federation shall file a written grievance with the Human Resources Director. The written grievance must include 1) a summary of the facts on which the grievance is based, 2) the Article(s) the grievant claims has been violated, 3) a statement of the

remedy requested and 4) the grievant's signature. The written grievance shall be filed with the grievant's immediate supervisor.

Within ten (10) working days after receiving a written grievance containing the requisite information, the City Manager or his/her designees(s) should meet with the grievant to discuss the Grievance. The employee may request to be accompanied by the on-site Federation Steward or Federation Business Representative during this meeting.

STEP 2: In the event the grievant is not satisfied following Step 1, the grievant and the Federation must notify the Human Resources Director in writing within three (3) working days after the meeting held under Step 1 that a written response is requested. If the City fails to meet with the employee within the time limits set forth in Step 1, the grievant and the Federation must notify the Human Resources Director in writing that a written response is requested with within three (3) working days after the deadline to meet has passed.

Within ten (10) working days after the Human Resources Director receives the grievant and Federation's written request for a written response, the City Manager or his/her designee should provide the grievant and the Federation with a written response.

STEP 3: In the event the grievant is not satisfied with the written response in Step 2, the grievant and the Federation may make a written demand for arbitration pursuant to Article 7 of this Agreement to the Human Resources Director within ten (10) working days of receiving the written response under Step 2. If the City Manager or his/her designee fails to provide a timely written response under Step 2, the written demand for arbitration must be made ten (10) working days after the response was due.

6.5 An employee covered by this agreement or the Federation may withdraw a Grievance at any point by submitting, in writing, a statement to that effect, or by permitting the

time requirements to lapse. Any Grievance not advanced by the employee and the Federation to the next higher step by the time limits provided shall be deemed permanently withdrawn and settled. These time limitations may be extended only by written agreement of the parties.

ARTICLE 7

ARBITRATION

7.1 Only Grievances involving the application and interpretation of this Agreement and which have been processed in strict compliance with all Steps of the grievance procedure set forth in Article 6, including the time and notice provisions contained therein, are subject to arbitration.

7.2 The arbitrator shall be appointed by mutual consideration of the parties. Either party may petition the Federal Mediation and Conciliation Service and request a list of five (5) arbitrators and from that list the parties shall alternatively strike and select a single arbitrator to preside as a neutral arbitrator at the hearing involving the grievance.

7.3 The decision of said arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to alter, amend, add to, or eliminate any provisions of this Agreement.

7.4 The parties shall equally bear the expenses of the arbitrator. Each party shall bear the expense of its own witnesses, representatives, attorneys, and all other individual expenses.

ARTICLE 8

BULLETIN BOARDS

8.1 The City shall provide the Federation with reasonable space and access to existing bulletin boards in those areas where members of the Federation are employed.

8.2 The Federation agrees that it will limit its use of the bulletin boards to the posting of the following:

- (a) Notices of Federation meetings;
- (b) Notice of Federation elections;
- (c) Reports of Federation Committees;
- (d) Recreational and social affairs of the Federation;
- (e) Federation Newsletters; and
- (f) Other documents of concern to the bargaining unit and/or members, with prior review and approval of the Human Resources Director or his/her designee. Such approval shall not be unreasonably withheld by the City.

8.3 Any notice or item placed on the bulletin boards shall bear on its face the legible designation of the person responsible for placing such item or notice on the bulletin board(s). A copy of each notice to be posted shall be sent to the Human Resources Director.

8.4 The City shall have the right to unilaterally remove any item from the bulletin board(s) which does not strictly comply with the provisions of this Article.

ARTICLE 9

UNIFORMS

9.1 The City, at its sole discretion, will issue uniforms to certain employees as needed. When uniforms are issued by the City, they will be at no cost to the employees but may be subject to withholding taxes based on regulations and guidelines of the Internal Revenue Service. When determining whether an employee will be issued uniforms, the City will consider whether uniforms should be worn for identification purposes. The City will also consider the nature of the work performed.

9.2 Employees are expected to utilize proper care for all uniforms issued. Employees may not wear City issued clothing/uniforms with City emblems or seals during off-duty hours unless specifically to/from work, at City-sponsored events, or authorized by supervisory personnel.

9.3 The City shall make disposable jumpsuits available for bargaining unit members who are exposed to hazardous waste, hazardous chemicals, or other hazardous substances. These disposable jumpsuits will be available at no cost to such bargaining unit members.

ARTICLE 10

SENIORITY

10.1 Seniority shall be defined as continuous length of service with the City of Miami

Gardens as follows:

- (1) Seniority shall consist of continuous accumulated paid service with the City.
- (2) Seniority shall be computed from the date of hire.
- (3) Seniority shall accumulate during absences because of illness, injury, vacation, military leave or other authorized leave.

10.2 Employees shall lose their seniority as the result of the following:

- (1) Termination
- (2) Retirement
- (3) Resignation
- (4) Layoff exceeding one (1) year

10.3 An Employee will be considered a new hire with a new starting date if he or she is terminated or resigns at any time during his or her employment and is subsequently re-employed. An Employee will also be considered a new hire with a new starting date if he or she returns to work after being laid off for more than twelve (12) months.

ARTICLE 11

PERSONNEL FILES

11.1 When an employee requests to review another employee's personnel file or a public records request is made for an employee's personnel file, the employee whose file has been reviewed and/or requested will be notified of the request by the Human Resources Department. Employees will not be notified of requests that involve investigations by any law enforcement agency, state attorney office, city-authorized personnel, or other entity which would compromise an investigation.

11.2 An employee may request to review his/her personnel file at any time mutually agreeable for the employee and the Human Resources Department staff. Neither the file nor its contents may be removed from the Human Resources Department office. An employee may request copies of documents from his/her personnel file. Copies shall be furnished when appropriate in accordance with Florida State Statutes at the City's established rate for copies of documents.

11.3 An employee may submit his/her rebuttal to any document in his/her personnel file along with the original disputed document. A copy of the rebuttal will also be sent to the department in which the employee works.

ARTICLE 12

HOLIDAYS

12.1 All regular full-time and regular part-time employees shall observe the following holidays on the days indicated:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Day after 4 th Thursday in November
Christmas Day**	December 25

12.2 ** When Christmas falls on a Sunday, Monday, or Tuesday, the holiday will be granted as Monday and Tuesday. When Christmas falls on a Thursday, Friday, or Saturday, the holiday will be granted as the Thursday and Friday. When Christmas falls on a Wednesday, the holiday will be granted as Monday, Tuesday and Wednesday. Four (4) hours daily will be granted for regular part-time employees.

12.3 Employee's whose regular work schedules are from Monday through Friday, will observe a Saturday holiday on the preceding Friday. A holiday that falls on a Sunday will be observed the following Monday.

12.4 All bargaining unit employees will receive holiday pay for the date(s) the holiday is observed. Holiday pay for full-time employees shall constitute a total of eight (8) hours at their regular rate of pay. Holiday pay for part-time employees shall constitute a total of four (4) hours at their regular rate of pay. Holiday pay will be received whether or not the employee works on the day(s) the holiday is observed. However, employees who work on the day(s) the holiday is observed may choose to "bank" the holiday(s) at straight time, in lieu of receiving holiday pay, and take this time off at the discretion of the Department Director at a later date.

12.5 Saved holiday time shall be used and accrued in increments of no less than a quarter hour. All saved holiday time must be used in the fiscal year earned. For purposes of this policy, the fiscal year ends the last day of the last regular pay period in any particular budget year. If an employee is unable to take his/her saved holiday time off, such time will be lost and no compensation will be paid.

12.6 An employee must be in a paid status the scheduled day before and the scheduled day after a holiday to be paid for that holiday.

12.7 All bargaining unit employees who work on the day(s) a holiday is observed will be compensated at their regular rate of pay for all hours worked that day.

12.8 Only actual hours worked shall be considered time worked for purposes of the Fair Labor Standards Act, including its overtime payment provisions.

12.9 Holiday leave payment which is not paid within eleven (11) months of the month in which the work was performed will not be reported as compensation under the FRS Pension or FRS Investment Plan.

12.10 One (1) Floating Holiday may be taken each fiscal year. The Floating Holiday for full-time employees will consist of eight (8) hours as requested by the employee, subject to

approval the department director or immediate supervisor. The Floating Holiday for part-time employees will consist of four (4) hours as requested by the employee, subject to approval the department director or immediate supervisor.

12.11 Regular full-time and part-time employees are eligible for this Floating Holiday immediately upon employment. If an employee is rehired within the same fiscal year, they will not be eligible for an additional Floating Holiday.

12.12 The Floating Holiday shall be taken in the fiscal year earned and any Floating Holiday not taken by September 30th will be lost.

12.13 Upon termination of employment, an employee shall not be paid for the Floating Holiday if not used during that fiscal year.

ARTICLE 13

BEREAVEMENT LEAVE

13.1 Bargain Unit members are entitled to bereavement leave when he/she provides adequate notice of a death in his/her Immediate Family as defined in this Article. A Bargaining Unit member provides adequate notice when he/she notifies his/her immediate supervisor of such death as soon as reasonably possible.

13.2 Immediate Family shall be defined as employee's Spouse, Mother, Father, Brother, Sister, Children, Grandchildren, Step-children, Step-parents, Grandmother, Grandfather, Father-in-law, Mother-in-law, Daughter -in-law, Son, Son-in-law, Brother-in-law and Sister-in-law, Domestic Partner.

The following criteria must be met in order for someone to qualify as a Domestic Partner of a Bargaining Unit member:

- (a) Each person must be at least 18 years old and competent to contract;
- (b) Neither person may be married under Florida law, a partner to another domestic partnership, or a member of another civil union;
- (c) Neither person may be related by blood;
- (d) Both persons must consider themselves part of the immediate family of the other partner and be jointly responsible for maintaining and supporting the domestic partnership;
- (e) Both persons must have resided in the same primary address for at least 1 year; and
- (f) Both persons must provide a sworn affidavit attesting that section (a) – (e) have been satisfied.

13.3 After providing adequate notice concerning the death of an Immediate Family member, Bargaining Unit members are entitled to three (3) working days of bereavement leave, with pay, for in-state funerals. Five (5) working days in bereavement leave, with pay, will be granted to a Bargaining Unit member who provides adequate notice for out-of-state funerals.

13.4 Bargaining Unit members seeking to take more time off than that provided in this Article or time off for the death of someone outside his/her Immediate Family may utilize accrued PTO time subject to the approval of the Bargaining Unit member's Department Director.

13.5 The City reserves the right to request evidence that all conditions for bereavement leave are satisfied, including the place of domicile of the Bargaining Unit member and/or the deceased, a Bargaining Unit member's relationship to the deceased, and evidence that an Immediate Family member has in fact died.

13.6 Bereavement leave is generally limited to three (3) instances per fiscal year. Bargaining Unit members seeking to take bereavement leave more than three (3) times in a fiscal year must provide evidence that all conditions are satisfied before taking bereavement leave.

ARTICLE 14

EVALUATION PERIOD

14.1 All new regular full-time and par-time Bargaining Unit members are subject to a general evaluation period of six (6) months. The evaluation period gives the supervisor an opportunity to determine how well the Bargaining Unit member performs the assigned job and also provides the Bargaining Unit member an opportunity to decide whether or not he or she likes the work environment.

14.2 The City shall have the ability to extend the evaluation period by up to three (3) months when the City deems it necessary. In total, the evaluation period shall not exceed nine (9) months.

14.3 During the evaluation period, Bargaining Unit members do not have a right to a Due Process/Pre-Determination Hearing or any appeal process.

14.4 A Bargaining Unit member may be placed on administrative or discretionary leave, with pay, by the Department Director until the matter is resolved. Bargaining Unit members who are being investigated for criminal activity by the City or charged with a crime will be placed on administrative or discretionary leave without pay for up to a period of thirty (30) days except when the City deems the nature of the alleged criminal activity to be serious and the investigation cannot reasonably be completed during such period under the circumstances.

ARTICLE 15

PROMOTIONS AND DEMOTIONS

Promotions

15.1 A promotion is the assignment of an employee to a vacant position within the Bargaining Unit, subject to the conditions in this Article, which has a higher classification and higher maximum salary than the employee's prior position. A promoted employee shall receive the minimum of the new pay grade or a 10 percent (10%) increase in base compensation, whichever is greater. The increase in compensation for promotions begins to apply at the start of the evaluation period.

15.2 All promoted employees will be subject to pre-assignment/promotional drug/alcohol testing prior to final placement in the new position. Employees who fail the pre-assignment/promotional drug/alcohol test will not be promoted and may be subject to discipline up to and including termination.

15.3 Following a promotion, Bargaining Unit members are required to complete a six (6) month evaluation period in the new classification. The City shall have the ability to extend the evaluation period by up to three (3) months when the City deems it necessary. In total, the evaluation period shall not exceed nine (9) months.

15.4 The City shall prepare at least one (1) Employee Performance Evaluation Form during the evaluation period. To the extent possible, however, the City will strive to prepare two (2) Employee Performance Evaluation Forms for promoted employees after three (3) and six (6) months following the promotion.

15.5 If during the evaluation period, the City determines that the employee should not be promoted, the employee will be returned to his/ her former position and anyone filling that position or performing the duties formerly performed by the employee in the evaluation period

shall have no entitlement to remain in the position or continue to perform these duties. After being returned to his/her former position, the Bargaining Unit member's compensation would revert to his/her base compensation before he/she entered the evaluation period.

15.6 The City shall make reasonable efforts to communicate all job vacancies in the Bargaining Unit that constitute promotions for Bargaining Unit members, to Bargaining Unit members. If the City determines that a qualified Bargaining Unit member seeking a promotion and a non-City applicant seeking the same position are equally qualified, the City will select the Bargaining Unit member.

Demotions

15.7 A demotion occurs when a Bargaining Unit member is assigned to a position in a lower classification and lower pay grade.

15.8 Bargaining Unit members who are demoted will experience a reduction in base compensation up to the maximum compensation for the salary range of the lower classification. Employees whose salaries are more than ten percent (10%) above the classification to which they are demoted will have their base pay reduced by ten percent (10%) at the time of demotion, and up to ten percent (10%) at the start of each fiscal year until his/her compensation reaches the maximum compensation for the salary range of the lower classification.

ARTICLE 16

TRANSFERS

16.1 A transfer is defined as the assignment of an employee within or outside his/her department, to a different and vacant position with the same pay grade. The City may transfer an employee after providing at least fourteen (14) calendar days notice of the transfer. Such notice shall contain the effective date of change, shift schedule, and location of the new assignment. However, the notice may be waived upon consent of the employee or if the transfer is declared an emergency by the Department Director. An emergency shall be an unanticipated occurrence as a result of which a prompt transfer is necessary to avoid a substantial loss of departmental effectiveness or efficiency. Such action shall require the approval of the City Manager or his/her designee.

16.2 Following a transfer, Bargaining Unit members are required to serve a six (6) month evaluation period in the new classification. The City shall have the ability to extend the evaluation period by up to three (3) months when the City deems it necessary. In total, the evaluation period shall not exceed nine (9) months.

16.3 A Bargaining Unit member may request a return to his/her former position at any time during the evaluation period. When a Bargaining Unit member makes a proper request to return to his/her former position, the City shall facilitate such return within fourteen (14) calendar days, unless the return will cause a substantial loss of departmental effectiveness or efficiency. In such case, the City shall return the Bargaining Unit member to his/her former position as soon as reasonably possible.

16.4 The City may, at any time, return the transferred Bargaining Unit member to his/her former position. Before returning the Bargaining Unit member to his/her former position,

the City shall provide at least fourteen (14) calendar days of notice. However, the notice may be waived upon consent of the employee or if the return is declared an emergency by the Department Director. An emergency shall be an unanticipated occurrence as a result of which a prompt transfer is necessary to avoid a substantial loss of departmental effectiveness or efficiency. Such action shall require the approval of the City Manager or his/her designee.

ARTICLE 17

HOURS OF WORK, BREAKS, TARDINESS, AND ABSENCES

Work Week

17.1 The standard workweek for Bargaining Unit members is forty (40) hours and normally eight (8) hours per day unless a different workday or workweek schedule is specifically approved by the Department Director and City Manager. Employees may be required to work in excess of their normal workweek.

17.2 Bargaining Unit members who are in positions that require on-call status must maintain and submit a legitimate telephone number to their supervisor. Hours worked shall be reported on time keeping records exactly as they occur to ensure accurate compensation.

Breaks

17.3 Due to the varied nature of the work performed by City employees, meal periods will vary among departments. They are scheduled at the discretion of Department Directors or their designees. Bargaining Unit members, however, will receive a daily lunch break of at least thirty (30) minutes, without pay.

17.4 Full-time employees shall be permitted two (2) fifteen (15) minute breaks during the day, the time of which shall be at the discretion of the Department Director or his/her designee. Work breaks must be arranged so as not to interfere with City business. Unused breaks may not be accumulated nor shall break time be utilized for early departures or late arrival during the course of the workday, unless otherwise authorized by the Department Director.

Tardiness And Absences

17.5 For payroll reporting purposes, tardiness for non-exempt Bargaining Unit members will be recorded as follows on the Bargaining Unit members' attendance record.

MINUTES LATE	TIME DOCKED
07-21 minutes	15 minutes
22-36 minutes	30 minutes
37-51 minutes	45 minutes
52-66 minutes	60 minutes

17.6 All tardiness, regardless of the number of minutes or availability of personal time off to cover tardiness, becomes part of the Bargaining Unit member's attendance record and will be noted in the Bargaining Unit member's performance evaluation and/or subject the Bargaining Unit member to counseling or disciplinary action up to and including termination.

17.7 If an employee is absent or late, the Bargaining Unit member must contact his or her immediate supervisor as soon as reasonably possible. If a Bargaining Unit member is not able to reach their immediate supervisor, they should then begin to contact others in their chain of command until supervisory personnel are made aware of the absence or tardiness. If the Bargaining Unit member cannot reach their immediate supervisor or someone within the chain of command, the Human Resources Department shall be contacted within two (2) hours of their standard reporting time, or as soon as reasonably possible. Employees who are absent for three (3) consecutive days without reporting in will be considered to have resigned and will be terminated.

17.8 If a Bargaining Unit member is sent home for non-disciplinary reasons or reasons outside of his/her control before the completion of his/her assigned shift, he/she shall be compensated for the shift as though the full shift was completed.

ARTICLE 18

WORKING OUT OF CLASSIFICATION

18.1 A Bargaining Unit member is deemed to be working out-of-class when he/she is given an assignment by his/ her director or immediate supervisor to perform the job duties of a higher graded position. If a Bargaining Unit member works out-of-class more than for more than twenty-four (24) work days in a fiscal year, the Bargaining Unit member shall be entitled to out-of-class pay effective the twenty-fifth (25th) day he/she works on any out-of-class assignment.

18.2 Out-of-class pay shall be equal to 5% of the Bargaining Unit's base pay for all hours worked out-of-class. Out-of-class assignments are temporary in nature, can be rescinded unilaterally by the City, and do not constitute a promotion.

18.3 A Bargaining Unit member assigned to a lower graded position shall receive no reduction in pay, and shall be compensated at the rate of pay received in the regular assigned job grade.

ARTICLE 19

OVERTIME AND CALL-OUT PAY

Overtime

19.1 Only actual hours worked will be counted when determining whether an employee is entitled to overtime compensation pursuant to the Fair Labor Standards Act (FLSA).

Call-Out Pay

19.2 In the event a Bargaining Unit member is called out to work at a time outside his/her regular working hours, he/she shall be paid at a rate of time and one-half (1 1/2) for all hours worked, or three (3) hours of pay at their regular straight hourly rate, whichever is greater. Work that has been scheduled at least forty-eight (48) hours prior to the start of such work will not qualify for call-out pay, unless the Bargaining Unit member is asked by the City to work a non-contiguous shift on the same day.

19.3 A Bargaining Unit member who is required to remain at work following completion of his/her normal scheduled day or shift is not eligible for call-out pay.

ARTICLE 20

PERSONAL TIME OFF

20.1 The City offers Personal Time Off (PTO) in lieu of vacation and sick time. PTO can be taken for any reason, so long as the Bargaining Unit member provides advance notice of the time he/she seeks off, and the requested time off is approved by his/her supervisor or Department Head. Advance notice is provided when the Bargaining Unit member advises the City of the time he/she seeks off at least five (5) days before such date. Bargaining Unit members are not required to provide advance notice and receive prior approval before taking PTO time in emergency situations when it is not reasonably possible to do so. The Bargaining Unit member must provide notice of an emergency situation as soon as reasonably possible. Approval of properly requested PTO time should not be unreasonably withheld.

20.2 All regular full-time and regular part-time Bargaining Unit members shall earn PTO based upon the number of service years with the City. Service years are years worked consecutively in a full-time regular or part-time regular position. Temporary full-time and temporary part-time Bargaining Unit members are not eligible for PTO.

20.3 PTO time used by a Bargaining Unit member shall not be considered for purposes of determining overtime compensation pursuant to the Fair Labor Standards Act (FLSA).

20.4 Each bi-weekly pay period, an eligible Bargaining Unit member will accrue a pro-rata portion (based on work shift) of PTO. The personal Annual Accrual Rates for full-time regular employees are as follows:

Years of Service	Day/Hours Off	Accrual Rate
Less than 5 years of service	22 days/ 176 hours	6.77
5-10 years of service	27 days/ 216 hours	8.31
More than 10 years of service	32 days/ 256 hours	9.85

20.5 Part-time regular Bargaining Unit members will accrue personal time off leave at 50% of the Annual Accrual Rates indicated above.

20.6 PTO shall be reported in increments of no less than a quarter of an hour increments. Any unused PTO will automatically be carried over to the following year.

20.7 Bargaining Unit members who are absent from work and are not otherwise required to receive PTO pursuant to applicable law, will not earn PTO benefits during any such leave.

20.8 Bargaining Unit members will be paid for all personal time off upon separation of employment up to a maximum accrual of 1040 hours for full-time employees or 520 hours for part-time employees. Once a Bargaining Unit member has reached the maximum accrual amount, excess leave must be used by the end of the fiscal year or the Bargaining Unit member will lose such time.

20.9 Bargaining Unit members will not receive cash payment for accrued PTO except at termination of employment or if deployed for military services for a consecutive period of a year or greater. Bargaining Unit members may receive cash payment for accrued PTO in an emergency situation as determined by the City Manager on a case-by-case basis, unless this exception is eliminated in the City's Employee Policies and Procedures Manual, as may be amended from time to time. In instances when a Bargaining Unit member is allowed to cash out accrued PTO, the maximum accrual available to such person shall be reduced by the amount of time cashed out.

ARTICLE 21

INSURANCE

HEALTH INSURANCE

City Plan

21.1 The City shall offer group health insurance to all regular full-time Bargaining Unit members. For Bargaining Unit members who do not receive a Healthcare Waiver as set forth below, the City shall pay the Bargaining Unit member's full individual premium for HMO coverage. Bargaining Unit members desiring coverage for their spouse and/or dependent children may purchase such coverage through biweekly payroll deductions. The City shall pay 50% of the premium for the Bargaining Unit member's spouse and/or dependent children for HMO coverage. Any excess amount owed by a Bargaining Unit member will be paid by the Bargaining Unit member through bi-weekly payroll deductions.

21.2 One bargaining unit member selected by the Federation shall be part of the City's health insurance committee.

21.3 The parties recognize that the City needs flexibility to negotiate over health insurance plans, benefits, and premiums. Therefore, the City shall have the unilaterally ability to make changes to the health insurance plan, including, but not limited to, changes to the carrier, benefits, premiums, deductibles, etc., provided such changes are made on a City-wide basis.

Healthcare Waiver

21.4 If a newly hired full-time regular Bargaining Unit member has health care coverage through another health plan, they may waive the health care coverage provided by the City as set forth in this Article. Existing Bargaining Unit members who discontinue City sponsored coverage during open enrollment and subsequently acquire other health care coverage may enroll for the waiver option within 30 days of acquiring other health care coverage.

21.5 Eligible employees shall submit a Healthcare Waiver Application to the City's Human Resources Department in order to be considered for the Healthcare Waiver. If proof of other health care coverage is provided, eligible Bargaining Unit members will receive a bi-weekly medical stipend of \$92.31, to be included as part of their wages.

21.6 For qualifying newly hired Bargaining Unit members, payment of the stipend becomes effective the first day of the month following thirty (30) days of employment, provided the Bargaining Unit member is actively at work. For qualifying existing Bargaining Unit members, payment of the stipend is effective the first day of the month following the date the Health Care Waiver Application is received in the Human Resources Department.

21.7 This stipend will only be approved if the employee is covered by another health plan. Bargaining Unit members are not entitled to the stipend for the coverage of a spouse and/or dependent on another plan.

- All stipend payments are considered taxable income.
- If other coverage is discontinued, the employee will only be eligible to enroll for medical coverage during Open Enrollment unless the employee experiences a qualifying event, as defined by Internal Revenue Code 125 and or/the Health Insurance Portability and Accountability Act of 1996 (HIPPA). Proof of the qualifying event must be received within 30 days of the event. A Bargaining Unit member wishing to cover dependents on

their insurance because of a qualifying event must provide documentation such as a birth certificate, marriage certificate, or adoption agreement as proof of eligibility.

- A statement from another insurance carrier or a copy of a health insurance card shall constitute proof of other health care coverage.
- Stipends will be immediately discontinued at the time of termination and will not be payable on a prorated basis.

21.8 Bargaining Unit members may revoke the Healthcare Waiver but will not be entitled to receive the portion of the health care benefit that is foregone during the waiver period. The City is not responsible for any medical expenses incurred while the waiver is in effect.

LIFE INSURANCE

21.9 All full-time regular Bargaining Unit members shall be provided with Basic Term Life and Accidental Death and Dismemberment Insurance, paid for by the City, equivalent to one (1) times their annual base salary (subject to guarantee maximum by insurance carrier). Coverage for newly hired Bargaining Unit members becomes effective the first day of the month, following thirty (30) days of employment.

ARTICLE 22

WAGES

Cost Of Living Increases

22.1 All bargaining unit members shall receive a 2% cost of living increase effective upon ratification of this Agreement. Bargaining unit members will receive the highest of any cost of living increase given to non-supervisory/non-management employees in the City for any given fiscal year during the term of this Agreement.

Merit Based Benefits

22.2 Effective upon ratification, bargaining unit members shall receive the following benefits/compensation based on the performance rating received on his/her yearly evaluation in accordance with the following scale:

Rating	PTO Days	Bonus
Unsatisfactory	None	None
Needs Improvement	None	None
Proficient	One (1)	None
Commendable	Two (2)	1% of base pay
Outstanding	Three (3)	2% of base pay

22.3 If the parties do not reach an agreement on a new performance evaluation form/system before October 1, 2015, the merit system outlined in 22.2 shall terminate and the merit system will become as follows:

Rating	PTO Days	Bonus
Unsatisfactory	None	None
Needs Improvement	None	None
Proficient	One (1)	None
Commendable	Three (3)	None
Outstanding	Five (5)	None

22.4 Bargaining unit members who receive a performance evaluation of Needs Improvement will be placed on a ninety (90) day improvement period, after which the employee will be reevaluated. If the City determines that the bargaining unit member has made the appropriate improvement during this period, he/she will receive one (1) PTO day.

22.5 All merit based PTO days earned must be used within one (1) year of the date earned or they will be lost.

ARTICLE 23

EDUCATIONAL ASSISTANCE

23.1 Subject to the availability of funds budgeted for educational assistance, the City shall pay for approved tuition costs up to \$1,000 each fiscal year per bargaining unit member, at the per credit rate charged for such course but never more than the local state university per credit rate at the time the course is taken. Educational assistance shall cease once the funds budgeted for educational assistance are exhausted. Requests for education assistance will be processed in the order they are received. Subject to the availability of funds, the City Manager may elect to increase the amount of educational assistance bargaining unit members may be eligible for per fiscal year.

23.2 Based on the amount budgeted by the City for educational assistance for a particular fiscal year, the City will reserve a prorated amount for FPE bargaining unit members calculated by the number of FPE bargaining unit members existing at the time the budget for that fiscal year is approved. If FPE bargaining unit members do not exhaust the prorated amount reserved for the bargaining unit by the deadline set by the City, the reserved amount remaining after such deadline shall be made available to all City employees.

23.3 Any bargaining unit member who has completed six (6) months of continuous service with the City is eligible to apply for educational assistance.

23.4 Bargaining unit members seeking educational assistance must submit a request for payment of tuition costs at least two (2) weeks in advance of the date that the course begins. The request shall be on a City "Application for Educational Assistance" form and have attached to it a student schedule and fee receipt showing the amount of tuition and costs.

23.5 In order to receive reimbursement, eligible bargaining unit members must provide the City with documentation of successful completion of the course(s) within thirty (30) days of receiving a final grade for such course(s). For undergraduate courses, bargaining unit members who receive letter grades C or higher (or "Satisfactory" or "Pass" if no letter grade is issued), are eligible to receive educational assistance, up to the maximum amount set forth in this Article, for the cost of tuition and fees. For post-graduate courses, bargaining unit members who receive letter grades B or higher (or "Satisfactory" or "Pass" if no letter grade is issued), are eligible to receive educational assistance, up to the maximum amount set forth in this Article, for the cost of tuition and fees. Employees who do not meet the minimum grade requirements shall receive no educational assistance.

23.6 A bargaining unit member will be required to reimburse the City a prorated amount of the educational assistance received if the bargaining unit member leaves the employment of the City within two years from the time the employee received reimbursement from the City. If a bargaining unit member resigns or is discharged by the City for any reasons prior to receiving an educational assistance refund, there shall be no obligation on the part of the City to refund any amount.

23.7 The City will not pay for any education related costs that have been or will be paid by grants, scholarships, or other subsidies for which the bargaining unit member need not repay.

ARTICLE 24

CITY'S LAYOFF AND RECALL PROPOSAL

24.1 In the event the City deems it necessary to reduce the work force due to the lack of work or funds as determined by the City, the City will consider various factors, such as job performance, special job skills, budget considerations, seniority, etc., prior to deciding which employee(s) would be laid off. In making this determination, no single factor will be determinative. However, if after applying the various factors, the City determines that two or more employees are substantially similar, seniority shall be the deciding factor with the least senior employee(s) being laid off first.

24.2 The City agrees to provide the Federation notice of any employee being laid off on the same day such employee receives the notice of layoff, or as soon as reasonably practicable.

24.3 All laid off employees shall have the first rights of recall into the position from which the employee was laid off (or a different equivalent position if offered by the City) according to seniority, up to twelve (12) months after the layoff occurs. In the event an employee is recalled to work after layoff and refuses to accept the position, the City's recall obligations with respect to that employee shall cease.

24.4 During the period of layoff, the employee will not accumulate seniority or benefits. If recalled and re-employed after a layoff, an employee shall resume the accumulation of seniority from the first day of reemployment with the City. For purposes of seniority only, however, a layoff shall not be considered a break in service.

ARTICLE 25

DISCIPLINARY ACTION PROCESS

Counseling

25.1 Supervisors may use oral and formal written counselings as mechanisms to correct a minor problem with an employee's performance and/or guide the employee toward proper performance. A formal written counseling shall be referred to as a Record of Counseling (ROC). ROCs will be documented in the bargaining unit member's personnel file but shall not be deemed disciplinary action subject to appeal.

25.2 Bargaining unit members may file a written rebuttal to a ROC with Human Resources within seven (7) days after the documented counseling is received. ROCs older than two (2) years may not be considered when determining prospective disciplinary action unless the employee has exhibited a pattern or a reoccurrence of a same or similar infraction.

Disciplinary Action Procedures

25.3 The City will seek to progressively discipline bargaining unit members but reserves its rights to assert any form of discipline permitted by this Article. Bargaining unit members subject to discipline will be provided a Disciplinary Action Report (DAR) by management. The purpose of the DAR is to advise the bargaining unit member of the conduct management deems unsatisfactory and should contain information such as what the conduct is, where it occurred, when it occurred, and who was involved.

25.4 The various levels of discipline are as follows: (1) Written Reprimand; (2) Suspension; (3) Demotion; and (4) Dismissal. Non-probationary bargaining unit members are entitled to internally appeal any suspension, demotion, or dismissal. Written reprimands may not be appealed. However, written reprimands older than two (2) years shall not be considered in

determining further disciplinary action unless the employee has exhibited a pattern or a reoccurrence of a same or similar infraction or has violated any other policies and/or procedures.

Corrective Action

25.5 The Corrective Action Guide (CAG) set forth below is divided into three groups, each of which is intended to reflect a different degree of misconduct. The CAG is intended to be instructive, not dispositive. Nothing herein shall be construed to restrict the City from taking more severe or lenient corrective action in any given instance when warranted by the circumstances. The City retains the right to treat each violation on an individual basis without setting a binding precedent for future cases.

25.6 In determining whether a deviation from the CAG is warranted, consideration will be given to, among other things, the severity of the offense, prior misconduct, the time interval between violations, the length and quality of service, and the employee's willingness to correct the misconduct. Reasons for deviating from the recommended corrective actions shall be noted in the DAR.

25.7 Because the City cannot anticipate every form of misconduct, the list of offenses is not exhaustive.

25.8 Any offense not specifically enumerated in the three groups shall be considered an offense within the group which is closest in resemblance. The CAG corresponding to such group shall apply to the unlisted offense. As used in this section, the terms "second" or "third" offense do not necessarily mean a repeat of a similar previous offense, but includes any and all previous offenses.

Corrective Action Guide

GROUP I OFFENSES	RECOMMENDED ACTION
First Offense	Written Reprimand

Second Offense	Up to Three (3) Days Suspension
Third Offense	Termination

- See "Appendix A" For Examples Of Group I Offenses

GROUP II OFFENSES	RECOMMENDED ACTION
First Offense	Up to Five (5) Days Suspension
Second Offense	Termination

- See "Appendix B" For Examples Of Group II Offenses

GROUP III OFFENSES	RECOMMENDED ACTION
First Offense	Termination

- See "Appendix C" For Examples Of Group III Offenses

Pre-Determination Hearings

25.9 All non-probationary bargaining unit members have the right to a Pre-Determination Hearing before his/her direct supervisor, the Department Director, and the Human Resources Director, or his/her designee, prior to a suspension, demotion, or dismissal. Management may elect to have other individuals present during the meeting but may not have individuals present who may issue a decision on a bargaining unit member's appeal.

25.10 The bargaining unit member will receive at least 5-days notice prior to the hearing. The hearing shall be conducted in an informal manner and the employee may have any one representative of his/her choice present during the hearing. The bargaining unit member's chosen representative is entitled to present the employee's position and/or any exculpatory information.

25.11 The bargaining unit member and his/her representative shall conduct themselves professionally during the pre-determination hearing and remain respectful at all times. All

reasonable instructions by Management during the pre-determination hearing must be followed by the bargaining unit member and his/her representative. Failing to comply with this Article may result in Management's termination of the hearing.

Determination

25.12 Following the hearing, the bargaining unit member will receive a written determination concerning the proposed discipline. If discipline is issued, the written determination will include what the discipline is and the reasons why the discipline was issued.

First Appeal

25.13 A bargaining unit member or his/her chosen representative may file a written appeal of the determination with the Human Resources Director within ten (10) days after the written determination was issued. The written appeal should explain why it is believed that the determination was erroneous.

25.14 The written appeal will be reviewed by an Assistant City Manager who does not have supervisory/line authority over the department in question. The Assistant City Manager will then issue a written decision upholding or denying the bargaining unit member's appeal. The Assistant City Manager may not directly contact the person who recommended the discipline unless the bargaining unit member or his/her representative is given an opportunity to rebut the information provided by such person.

Final Appeal

25.15 If the bargaining unit member is dissatisfied with the determination, he/she may request a final appeal with the City Manager by filing written notice of such request with the Human Resources Director within ten (10) days after receiving the Assistant City Manager's decision. The request for a final appeal should indicate whether a personal meeting with the City Manager is desired. If a request for a personal meeting is made, the City Manager will meet with

bargaining unit member and his/her representative, if one is requested. The City Manager may have other individuals present during the meeting.

25.16 When meeting with the City Manager, the bargaining unit member and his/her representative shall conduct themselves professionally. All reasonable instructions by the City Manager must be followed by the bargaining unit member and his/her representative. Failing to comply with this Article may result in termination of the meeting.

25.17 The City Manager will issue a written Final Determination upholding or denying the bargaining unit member's appeal.

Finality OF City Manager's Decision And Exclusivity of Remedy

25.18 Decisions by the City Manager are final and not subject to appeal, unless discipline involves termination or suspensions greater than 7 days. Discipline, with the exception of terminations and suspensions greater than 7 days, are not subject to grievance or arbitration. This Article shall be the exclusive process concerning discipline and discharge and replaces the Disciplinary Action Procedures and Employee Dispute Resolution sections of the City's Employee Policies and Procedures Manual.

ARTICLE 26

SEVERABILITY CLAUSE

26.1 Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal law, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

APPENDIX A

Examples of Group I Offenses include:

1. Tardiness.
2. Taking more than specified time for meals or rest periods.
3. Performing or failing to perform work in accordance with City's standards for performance.
4. Creating or contributing to poor housekeeping or sanitary conditions.
5. Failing to promptly report an occupational injury to supervisor.
6. Engaging in horseplay, scuffling, wrestling, distracting the attention of others, or similar types of disorderly conduct.
7. Failing to maintain a courteous and cooperative work attitude towards City employees or the public.
8. Soliciting funds or distributing literature during working hours or on City property without the City's consent.
9. Smoking on City property or in a City owned/leased vehicle.
10. Operating or possessing City equipment not assigned.
11. Wasting time or loitering.
12. Violating a safety rule or safety practice when no injury resulted as a result of such misfeasance or malfeasance.
13. Creating or contributing to an unsafe working condition.
14. Failing to comply with a City policy or procedure.
15. Various other actions not specified.

APPENDIX B

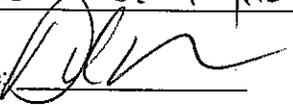
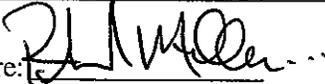
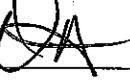
Examples of Group II Offenses include:

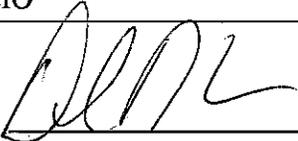
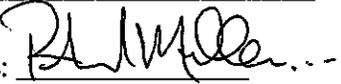
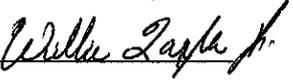
1. Engaging in behavior that interferes with the ability of other employees to carry out their duties.
2. Sleeping during working hours.
3. Failing to report to work when scheduled or directed by management without following City policies for reporting absences and when the employee has reasonable notice that he/she must report to work.
4. Gambling or engaging in any other game of chance at the City or during City time.
5. Leaving the job during regular working hours without permission.
6. Directing abusive language toward anyone at the City or a member of the public.
7. Inappropriate use of City vehicles.
8. Use of City property or time for personal financial gain.
9. Failing to report a request for information or receipt of a subpoena that relates to City business.
10. Multiple violations of City policies or procedures.
11. Any conduct which has a direct effect on the safety of others.
12. Various other actions not specified.

APPENDIX C

Examples of Group III Offenses include:

1. Maliciously or intentionally destroying, damaging or misappropriating City or other property.
2. Falsifying or destroying records such as employment applications, accident records, work records, computer or technology records, cellular phone, purchase orders, time sheets, etc.
3. Making or assisting in a claim for underserved compensation of benefits.
4. Using or threatening to use physical force on City property or while on City time.
5. Failing to report to work for three consecutive working days without notifying the City when the employee is capable of doing so.
6. Providing false or misleading information when applying for employment or during employment.
7. Willful neglect in the performance of duties.
8. Using or attempting to use political influence or bribery to secure an advantage in any manner.
9. Commission of a felony or other serious criminal offense while employed by the City of Miami Gardens.
10. Violating the City's Drug Free Workplace Policy.
11. Violating the City's Unlawful Harassment and Discrimination Policy.
12. Having or possessing firearms, explosives, or weapons in City facilities. (Except Public Safety Officers or those that are required to carry firearms in their line of duty). City facilities shall include facilities leased by the City for City use.
13. Insubordination and/or refusal to perform the supervisor's assignments.
14. Threatening, intimidating or coercing anyone at the City or a member of the public.
15. Exhibiting a pattern of violating City policies and procedures.
16. Theft of City property or funds.
17. Various other actions not specified.

FEDERATION OF PUBLIC EMPLOYEES, AFL-CIO	CITY OF MIAMI GARDENS
Name: <u>Daniel Reynolds</u> Signature: <u></u> Date: <u>1/22/15</u>	By: _____ Oliver Gilbert Mayor Date: _____
Name: <u>Willie Bailey</u> Signature: <u></u> Date: <u>1-14-15</u>	By: _____ Cameron Benson City Manager Date: _____
Name: <u>RICHARD MILLER</u> Signature: <u></u> Date: <u>01.14.15</u>	
Name: <u>Willie Taylor JR.</u> Signature: <u></u> Date: <u>01-14-15</u>	
Name: <u>Derrick Mordack</u> Signature: <u></u> Date: <u>1-14-15</u>	

FEDERATION OF PUBLIC EMPLOYEES, AFL-CIO	CITY OF MIAMI GARDENS
Name: <u></u>	By: _____
Signature: <u>Daniel D. Reynolds</u>	Oliver Gilbert Mayor
Date: <u>1/22/15</u>	Date: _____
Name: <u>Willie Bailey</u>	By: _____
Signature: <u>Willie Bailey</u>	Cameron Benson City Manager
Date: <u>1-14-15</u>	Date: _____
Name: <u>RICHARD MILLER</u>	
Signature: <u></u>	
Date: <u>01-14-15</u>	
Name: <u>Willie Taylor Jr.</u>	
Signature: <u></u>	
Date: <u>01-14-15</u>	
Name: <u>Denise Mordahl</u>	
Signature: <u></u>	
Date: <u>1-14-15</u>	