



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: February 25, 2015
18605 NW 27th Avenue
Miami Gardens, Florida 33056
Next Regular Meeting Date: March 11, 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**
 - D-1) Regular City Council Minutes – February 11, 2015
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
 - F-1) Councilwoman Lillie Q. Odom – Jerome-Anthony Larkin
- (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, AUTHORIZING THE 2016 JAZZ IN THE GARDENS EVENT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL CONTRACTS AND TO RETAIN CONSULTANTS AS MAY BE NECESSARY AND APPROPRIATE FOR THE PRODUCTION OF THE ELEVENTH ANNUAL JAZZ IN THE GARDENS EVENT TO BE HELD IN MARCH 2016; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A ONE YEAR EXTENSION TO THAT CERTAIN AGREEMENT WITH SUNLIFE STADIUM, FOR THIS PURPOSE; PROVIDING FOR WAIVER OF BID PROCEDURES FOR PURCHASES MADE IN CONNECTION WITH THE EVENT; AUTHORIZING THE CITY MANAGER TO EXCEED HIS PURCHASING AUTHORITY AS MAY BE NECESSARY FOR THE EVENT; 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, ACKNOWLEDGING MAYOR OLIVER GILBERT'S APPOINTMENT OF TIM TURNER TO THE FISHING AND GARDENING COMMITTEE FOR A THREE YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)

K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING MARCH 2015 AS NATIONAL SOCIAL WORK MONTH; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

- K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING COUNCILWOMAN LISA DAVIS' APPOINTMENT OF ANTHONY BUTLER TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A TERM THAT WILL COINCIDE WITH THE TERM OF COUNCILWOMAN LISA DAVIS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)**
- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 47 AND SENATE BILL 114 TO RAISE THE STATE MINIMUM WAGE TO TEN DOLLARS AND TEN CENTS (\$10.10) PER HOUR; 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-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 121 AND SENATE BILL 356 TO PROVIDE AN INCOME TAX CREDIT FOR EMPLOYMENT OF A PERSON PREVIOUSLY CONVICTED OF A FELONY; 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-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING COUNCILMAN RODNEY HARRIS'S APPOINTMENT OF KEVIN BROWN TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A TERM THAT WILL COINCIDE WITH THE TERM OF COUNCILMAN RODNEY HARRIS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN RODNEY HARRIS)**
- K-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING "CAREERSOURCE SOUTH FLORIDA" TO USE THE PARKING LOT OF THE BETTY T. FERGUSON RECREATIONAL COMPLEX ON A BI-WEEKLY BASIS TO PROVIDE FREE CAREER COUNSELING AND SERVICES THROUGH ITS MOBILE UNIT LEADING UP TO A JOB FAIR TO BE HELD ON**

MAY 21, 2015; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN IGHODARO)

- K-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A SETTLEMENT WITH HAMMOND & ASSOCIATES, IN THE AMOUNT OF ONE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS AND NINETY-SEVEN CENTS (\$147,756.97), IN THAT CERTAIN LITIGATION MATTER OF CITY OF MIAMI GARDENS VS. MAURICE GRAY ASSOCIATES, INC. AND HAMMOND & ASSOCIATES, INC., CASE NO. 13-036340 CA 01; AUTHORIZING THE CITY ATTORNEY AND CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EXECUTE A SETTLEMENT AGREEMENT, FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY)**
- K-10) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE RELEASE OF THAT CERTAIN DECLARATION OF USE RECORDED IN OFFICIAL RECORDS BOOK 18768, AT PAGE 3523 IN THE OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FOR THAT CERTAIN PROPERTY GENERALLY LOCATED AT 1700 NW 183RD STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-11) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO LIMOUSINES OF SOUTH FLORIDA, INC., FOR TROLLEY CIRCULATOR DESIGN AND PASSENGER SERVICES; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT FOR THIS PURPOSE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS (\$451,776.00), ANNUALLY; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.(SPONSORED BY THE CITY MANAGER)**

K-12) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, WAIVING THE REQUIREMENTS OF ARTICLE IV OF CHAPTER 20 (ART IN PUBLIC PLACES); COMMISSIONING THE SERVICES OF NORLAND MIDDLE SCHOOL IN THE AMOUNT OF TWELVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$12,750) TO IMPLEMENT THE PUBLIC ART DESIGN CONCEPT AT THE NORTH DADE OPTIMIST PARK RECREATION BUILDING; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT ATTACHED HERETO IN SUBSTANTIAL FORM AS EXHIBIT "A", FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-13) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO. 2014-214-2193 WHICH AUTHORIZED A LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., TO AMEND THE TERM OF SAID AGREEMENT TO TWENTY-FOUR (24) MONTHS AND TO AUTHORIZE THE LEASING OF SIX (6) MOTORCYCLES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

L) RESOLUTION(S)

L-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING THE FISCAL YEAR 2013-2014 ANNUAL AUDIT REPORT FROM THE CITY'S AUDITOR, THE SHARPTON GROUP, P.A.; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

L-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE BOND IMPLEMENTATION PLAN DETAILING SPECIFIC PROJECTS TO BE COMPLETED AT VARIOUS PARK SITES AND CRIME PREVENTION EQUIPMENT TO BE PURCHASED AND INSTALLED THROUGHOUT THE CITY OF MIAMI GARDENS, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE BOND IMPLEMENTATION PLAN; PROVIDING FOR THE ADOPTION

OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

QUASI-JUDICIAL ZONING HEARINGS:

- (M) ORDINANCES ON FOR FIRST READING(S):**
- (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**
P-1) Miami Gardens Police Department Monthly Report
- (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 25, 2015		Item Type:	Resolution	Ordinance	Other		
			<i>(Enter X in box)</i>	X				
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>		1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>		Yes	No	Yes	No
						X		
Funding Source:	General Fund-Media & Events		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:		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communications <input type="checkbox"/>					
Sponsor Name	Mayor Oliver Gilbert		Department:		Media & Events			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE 2016 JAZZ IN THE GARDENS EVENT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL CONTRACTS AND TO RETAIN CONSULTANTS AS MAY BE NECESSARY AND APPROPRIATE FOR THE PRODUCTION OF THE ELEVENTH ANNUAL JAZZ IN THE GARDENS EVENT TO BE HELD IN MARCH 2016; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A ONE YEAR EXTENSION TO THAT CERTAIN AGREEMENT WITH SUNLIFE STADIUM, FOR THIS PURPOSE; PROVIDING FOR WAIVER OF BID PROCEDURES FOR PURCHASES MADE IN CONNECTION WITH THE EVENT; AUTHORIZING THE CITY MANAGER TO EXCEED HIS PURCHASING AUTHORITY AS MAY BE NECESSARY FOR THE EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

This music festival, held at Sun Life Stadium, is not just a concert; it is a high-class event that has put the City of Miami Gardens on the map as a thriving City and destination, showcasing its people, community, and businesses.

**Item K-1) Consent Agenda
Resolution
2016 Jazz in the Gardens**

The Jazz in the Gardens music festival has become one of the premiere spring events in the southeastern region of the United States. Based on the overwhelming response received in past years, the City has strategically positioned Jazz in the Gardens as a national event, rapidly gaining increased recognition and visibility. To capitalize on this momentum, staff would like to begin planning for the 2016 event. This is critical in order to properly solicit national sponsors while capitalizing on the energy generated by the success of the 2015 event. In addition, generally speaking, national sponsors require one year timeframe to properly vet and review events of this magnitude. That entails having a clear understanding of the sponsorship levels and financial commitments to properly engage as a sponsor. This will also allow us to foster better relationships with current and new partners, vendors, and key stakeholders.

It is staff's goal to have a production contract executed no later than April 30, 2015. Staff intends to work with 2012-2015 Jazz in the Gardens event producer AEG Live to coordinate all the necessary services (stage, light, sound, talent, website, etc.) on the City's behalf. We anticipate that performing artists, advertising, marketing and expenditures in several areas will exceed the City Manager's authority as prescribed under the City's Purchasing Ordinance. If staff is required to bring each of these matters back to Council for approval, we would have difficulty negotiating the various agreements for these services in a timely manner. As such, we request authorization to allow the City Manager to exceed his purchasing authority, as it relates to the expenditures for the 2016 Jazz in the Gardens events.

Additionally, the City's current contract with the Stadium expires after 2015. The Stadium has agreed to give the City a one-year extension on the existing contract for Jazz in the Gardens 2016. This item will give the City Manager authority to execute that one year extension.

Fiscal Impact

Depends on the negotiations by the City Manager, staff will ensure the contract amount and other expenses related to the 2016 Jazz in the Gardens event be budgeted in the FY 2016 budget.

Proposed Action:

We recommended that City Council authorizes the City Manager to negotiate and execute contracts as necessary and appropriate for the production of the Tenth Annual Jazz in the Gardens in March 2016; allowing a waiver of bid procedures, for purchases made in connection with the event, and authorizes the City Manager to exceed his purchasing authority, as may be necessary.

Attachment:

None.

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE 2016 JAZZ IN THE GARDENS EVENT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL CONTRACTS AND TO RETAIN CONSULTANTS AS MAY BE NECESSARY AND APPROPRIATE FOR THE PRODUCTION OF THE ELEVENTH ANNUAL JAZZ IN THE GARDENS EVENT TO BE HELD IN MARCH 2016; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A ONE YEAR EXTENSION TO THAT CERTAIN AGREEMENT WITH SUNLIFE STADIUM, FOR THIS PURPOSE; PROVIDING FOR WAIVER OF BID PROCEDURES FOR PURCHASES MADE IN CONNECTION WITH THE EVENT; AUTHORIZING THE CITY MANAGER TO EXCEED HIS PURCHASING AUTHORITY AS MAY BE NECESSARY FOR THE EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens will celebrate the Eleventh Annual Jazz in the Garden event in March 2016, and

WHEREAS, Jazz in the Gardens has become a premiere spring event in the southeastern region of the United States, and

WHEREAS, it has brought national attention to the City of Miami Gardens, and

WHEREAS, to capitalize on this momentum, City staff desires to begin planning for the 2016 event,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to negotiate and execute all contracts and to retain consultants, as may be necessary and appropriate, for the production of the Eleventh

36 Annual Jazz in the Gardens event to be held in March 2016; authorizes the City
37 Manager to negotiate and execute a one year extension to that certain Agreement with
38 SunLife Stadium, for this purpose; authorizes a waiver of bid procedures for purchases
39 made in connection with the event; and further authorizes the City Manager to exceed
40 his purchasing authority as may be necessary for the event.

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

43 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
44 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: MAYOR OLIVER GILBERT III

Moved by: _____

VOTE: _____

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



City of Miami Gardens Agenda Cover Memo

Council Meeting Date: <i>(Enter X in box)</i>	February 25, 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	Office of the Mayor/Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING MAYOR OLIVER GILBERT'S APPOINTMENT OF TIM TURNER TO THE FISHING AND GARDENING COMMITTEE FOR A THREE YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the Fishing and Gardening Advisory Board, Mayor Oliver Gilbert, has appointed Mr. Tim Turner, in accordance with Section 2-172 of the Code of Ordinances. This Resolution acknowledges Mayor Gilbert's appointment of Tim Turner. The term of this appointment is three (3) years and shall expire February 25, 2018. This appointed member will adhere to duties and powers of the Advisory Committee as outlined in the Ordinance.

**Item K-2) Consent Agenda
Resolution
Appt to Fishing & Gardening 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 TIM TURNER TO THE FISHING AND GARDENING COMMITTEE FOR A THREE YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has created the Fishing and Gardening Committee ("the Committee"), and

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

WHEREAS, Mayor Oliver Gilbert has appointed Tim Turner to the Committee for a three year term, 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 Tim Turner to the Fishing and Gardening Committee for a three-year term.

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

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

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OLIVER GILBERT, III, MAYOR

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35 **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: 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 25, 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	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, RECOGNIZING MARCH 2015 AS NATIONAL SOCIAL WORK MONTH; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

2015 marks a special year for the social work community. The nation will commemorate National Social Work Month in March and the National Association of Social Workers will celebrate its 60th anniversary.

Social work continues to be a profession of relevance and great contribution. It is also one of the fastest growing professions in the nation. This growth represents an anticipated 114,100 new social work positions, largely attributed to growth in aging and behavioral health areas. The profession addresses both long-standing and emerging issues. Using both a micro and macro lens, the profession is uniquely positioned to promote lasting solutions and necessary changes, and give voice to important topics affecting a vast number of constituencies.

**Item K-3) Consent Agenda
Resolution
National Social Work Month**

Councilwoman Davis recognizes the important contributions made and services provided by social workers to residents of Miami Gardens. Social Work Month provides an opportunity for social workers to celebrate their profession and reaffirm the life changing work they do in every community. Therefore, Councilwoman Davis is recognizing March 2015 as “National Social Work Month” in the City of Miami Gardens.

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, RECOGNIZING MARCH 2015 AS NATIONAL SOCIAL WORK MONTH; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the nation will commemorate National Social Work Month in March, and

WHEREAS, the National Association of Social Workers will celebrate its 60th anniversary in 2015, and

WHEREAS, social workers have brought about positive social changes, improved the lives of individuals and families, and

WHEREAS, Councilwoman Lisa Davis recommends that the City recognize March 2015 as National Social Work Month to celebrate the profession,

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: RECOGNITION: The City Council of the City of Miami Gardens hereby recognizes March 2015 as National Social Work Month.

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.

OLIVER GILBERT, III, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: COUNCILWOMAN LISA DAVIS

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 25, 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
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						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	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, ACKNOWLEDGING COUNCILWOMAN LISA C. DAVIS' APPOINTMENT OF ANTHONY BUTLER TO THE PROGRESSIVE YOUNG ADULTS COMMITTEE FOR A TERM THAT WILL COINCIDE WITH THE TERM OF COUNCILWOMAN DAVIS; 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, Councilwoman Lisa C. Davis has appointed Anthony Butler, in accordance with Section 2-172 of the Code of Ordinances. This Resolution acknowledges Councilwoman Davis' appointment of Anthony Butler. The term of this appointment shall coincide with Councilwoman Davis' term. This appointed member will adhere to duties and powers of the Advisory Committee as outlined in the Ordinance.

**Item K-4) Consent Agenda
Resolution
Appt to Progressive Young Adult Advisory 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 COUNCILWOMAN LISA DAVIS' APPOINTMENT OF ANTHONY BUTLER TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A TERM THAT WILL COINCIDE WITH THE TERM OF COUNCILWOMAN LISA DAVIS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Councilwoman Lisa Davis and each member of the City Council has the right to appoint members to the Committee, and

WHEREAS, in accordance Section 2-286 of the Code of Ordinances, Councilwoman Lisa Davis has appointed Anthony Butler to the Committee for a term that will coincide with the term of Councilwoman Lisa Davis, 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 Councilwoman Lisa Davis' appointment of Anthony Butler to the Progressive Young Adult Advisory Committee for a term that will coincide with the term of Councilwoman Lisa Davis.

30 Section 3: 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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OLIVER GILBERT, III, MAYOR

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ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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

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Moved by: _____

VOTE: _____

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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)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 25, 2014		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
		X	(Enter X in box)	Public Hearing:	Yes	No	Yes
			(Enter X in box)		X		
Funding Source:	N/A		Advertising Requirement:	Yes		No	
			(Enter X in box)			X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
(Enter X in box)		X					
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>				
Sponsor Name	Lisa C. Davis, Councilwoman		Department:	City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 47 AND SENATE BILL 114 TO RAISE THE STATE MINIMUM WAGE TO TEN DOLLARS AND TEN CENTS (\$10.10) PER HOUR; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Florida has a large number of unemployed citizens. House Bill 47 and Senate Bill 114 support House Bill 47 and Senate Bill 114 support legislation in the State of Florida that will also raise the State's minimum wage to Ten Dollars and Ten Cents (\$10.10) per hour, to ensure economic security for Florida's families.

Councilwoman Lisa Davis is requesting that the City Council also give its support to House Bill 47 and Senate Bill 114, which will raise the minimum wage to Ten Dollars and Ten Cents (\$10.10) per hour for Florida citizens.

**Item K-5) Consent Agenda
Resolution
House Bill 47 & Senate Bill 114**

Proposed Action:

That the City Council adopts the attached Resolution.

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 47 AND SENATE BILL 114 TO RAISE THE STATE MINIMUM WAGE TO TEN DOLLARS AND TEN CENTS (\$10.10) PER HOUR; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida has a large number of unemployed citizens, and

WHEREAS, House Bill 47 and Senate Bill propose legislation in the State of Florida that will raise the State's minimum wage to Ten Dollars and Ten Cents (\$10.10) per hour, to ensure economic security for Florida's families,

WHEREAS, Councilwoman Lisa Davis is requesting that the City Council also give its support to House Bill 47 and Senate Bill 114 which will raise the minimum wage to Ten Dollars and Ten Cents (\$10.10) per hour for Florida citizens,

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 47 and Senate Bill 114 to raise the State's minimum wage to Ten Dollars and Ten Cents (\$10.10) per hour.

Section 3: INSTRUCTIONS: The City Clerk is hereby directed to transmit certified copies of this Resolution to Governor Rick Scott, the President of the Florida Senate, and the Speaker of the Florida House of Representative.

Section 4: 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: COUNCILWOMAN, LISA C. DAVIS

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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 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 25, 2014		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:	N/A		Advertising Requirement: (Enter X in box)	Yes		No	
						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>(list the specific objective/strategy this item will address)</i> Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>			
		X					
Sponsor Name	Lisa C. Davis, Councilwoman		Department:	City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 121 AND SENATE BILL 356 TO PROVIDE AN INCOME TAX CREDIT FOR EMPLOYMENT OF A PERSON PREVIOUSLY CONVICTED OF A FELONY; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

It can be very difficult for persons convicted of a felony to return to the workforce because of the stigma attached with a conviction. Many ex-felons would like the opportunity to rehabilitate themselves and to become active members of society and of the workforce, and many employers would like to hire them. In order to encourage the hiring of ex-felons, House bill 121 and Senate Bill 356 provide for a tax credit of \$1,000 against the taxes imposed on any corporation that hires a person who has been convicted of a felony in this State and who remains continuously employed by the corporation for at least one year.

**Item K-6) Consent Agenda
Resolution
House Bill 121 & Senate Bill 356**

Councilwoman Lisa Davis is requesting that the City Council also give its support to House Bill 121 and Senate Bill 356 to provide an income tax credit for employment of a person previously convicted of a felony,

Proposed Action:

That the City Council adopts the attached Resolution.

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 121 AND SENATE BILL 356 TO PROVIDE AN INCOME TAX CREDIT FOR EMPLOYMENT OF A PERSON PREVIOUSLY CONVICTED OF A FELONY; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it can be very difficult for persons convicted of a felony to return to the workforce because of the stigma attached with a conviction, and

WHEREAS, many ex-felons would like the opportunity to rehabilitate themselves and to become active members of society and of the workforce, and many employers would like to hire them, and

WHEREAS, to encourage the hiring of ex-felons, House bill 121 and Senate Bill 356 provides for a tax credit of \$1,000 against the taxes imposed on any corporation that hires a person who has been convicted of a felony in this State and who remains continuously employed by the corporation for at least one year, and

WHEREAS, Councilwoman Lisa Davis is requesting that the City Council also give its support to House Bill 121 and Senate Bill 356 to provide an income tax credit for employment of a person previously convicted of a felony,

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 121 and Senate Bill 356 to provide an income tax credit for employment of a person previously convicted of a felony.

31 Section 3: INSTRUCTIONS: The City Clerk is hereby directed to transmit
32 certified copies of this Resolution to Governor Rick Scott, the President of the Florida
33 Senate, and the Speaker of the Florida House of Representative.

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

36 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
37 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: COUNCILWOMAN, LISA C. DAVIS

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)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 25, 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>			
		X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	N/A		
Sponsor Name	Rodney Harris, Councilman		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 COUNCILMAN RODNEY HARRIS' APPOINTMENT OF KEVIN BROWN TO THE PROGRESSIVE YOUNG ADULTS COMMITTEE FOR A TERM THAT WILL COINCIDE WITH THE TERM OF COUNCILMAN HARRIS; 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, Councilman Rodney Harris, has appointed Kevin Brown, in accordance with Section 2-172 of the Code of Ordinances. This Resolution acknowledges Councilman Harris' appointment of Kevin Brown. The term of this appointment shall coincide with Councilman Harris' term. This appointed member will adhere to duties and powers of the Advisory Committee as outlined in the Ordinance.

**Item K-7) Consent Agenda
Resolution
Appt to Progressive Young Adult Advisory 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 COUNCILMAN RODNEY HARRIS'S APPOINTMENT OF KEVIN BROWN TO THE PROGRESSIVE YOUNG ADULT ADVISORY COMMITTEE FOR A TERM THAT WILL COINCIDE WITH THE TERM OF COUNCILMAN RODNEY HARRIS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Councilman Rodney Harris and each member of the City Council has the right to appoint members to the Committee, and

WHEREAS, in accordance Section 2-286 of the Code of Ordinances, Councilman Rodney Harris has appointed Kevin Brown to the Committee for a term that will coincide with the term of Councilman Rodney Harris, 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 Councilman Rodney Harris's appointment of Kevin Brown to the Progressive Young Adult Advisory Committee for a term that will coincide with the term of Councilman Rodney Harris

30 Section 3: 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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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: COUNCILMAN RODNEY HARRIS

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 25, 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	Erhabor Ighodaro, 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, AUTHORIZING "CAREERSOURCE SOUTH FLORIDA" TO USE THE PARKING LOT OF THE BETTY T. FERGUSON RECREATIONAL COMPLEX ON A BI-WEEKLY BASIS TO PROVIDE FREE CAREER COUNSELING AND SERVICES THROUGH ITS MOBILE UNIT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Councilman Ighodaro is hosting a Job Fair, Thursday, May 21, 2015, from 1 – 6 p.m., at the Betty T. Ferguson Recreation Center. He strongly believes in providing citizens with every opportunity to become gainfully employed. CareerSource South Florida will partner with Councilman Ighodaro on the day of the event.

**Item K-8) Consent Agenda
Resolution
CareerSource South Florida - Mobile Unit**

Furthermore in preparing prospective applicants for this job fair, CareerSource South Florida is willing to utilize its on-site mobile unit to provide free career counseling; resume writing services, and prep sessions on a bi-weekly basis leading up to the event. The mobile unit will be located in the parking lot of the Betty T. Ferguson Recreation Basis starting March 2015.

Proposed Action:

That the City Council approves this resolution and authorize the City Manager to allow/permission for the CareerSource South Florida Mobile Unit to set up an area in the parking lot of the Betty T. Ferguson Recreation Complex in order to provide preparation services on a bi-weekly basis starting March 2015.

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING "CAREERSOURCE SOUTH FLORIDA" TO USE THE PARKING LOT OF THE BETTY T. FERGUSON RECREATIONAL COMPLEX ON A BI-WEEKLY BASIS TO PROVIDE FREE CAREER COUNSELING AND SERVICES THROUGH ITS MOBILE UNIT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Councilman Erhabor Ighodaro is hosting a Job Fair on Thursday, May 21, 2015 from 1:00 p.m. to 6:00 p.m. at the Betty T. Ferguson Recreation Center, and

WHEREAS, Councilman Ighodaro will be hosting the Job Fair in partnership with Career Source South Florida, and

WHEREAS, Councilman Erhabor is recommending that the City Council authorize Career Source South Florida to provide free career counseling, resume writing services, and prep sessions on a bi-weekly basis in the parking lot of the Betty T. Ferguson Recreational Complex through its mobile unit,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the "Career Source South Florida" to use the parking lot of the Betty T. Ferguson Recreational Complex on a bi-weekly basis to provide free career counseling and services through its mobile unit.

30 Section 3: 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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OLIVER GILBERT, III, MAYOR

RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: COUNCILMAN ERHABOR IGHODARO

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)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 25, 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:			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: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Sonja K. Dickens, City Attorney		Department:	City Attorney's Office			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A SETTLEMENT WITH HAMMOND & ASSOCIATES, IN THE AMOUNT OF ONE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS AND NINETY-SEVEN CENTS (\$147,756.97), IN THAT CERTAIN LITIGATION MATTER OF CITY OF MIAMI GARDENS VS. MAURICE GRAY ASSOCIATES, INC. AND HAMMOND & ASSOCIATES, INC., CASE NO. 13-036340 CA 01; AUTHORIZING THE CITY ATTORNEY AND CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EXECUTE A SETTLEMENT AGREEMENT, FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

**Item K-9) Consent Agenda
Resolution
Settlement w/ Hammond & Associates**

In 2008, the City Council authorized the City Attorney to pursue legal action against Judson Architecture due to a multitude of errors and omissions, which caused significant construction delays at the Betty T. Ferguson Recreational Complex.

During the course of litigation, Judson Architecture asserted that a portion of the negligence was caused by the errors and omissions of its subcontractors. The City settled the litigation matter with Judson Architecture. As a condition of the settlement, Judson Architecture assigned any rights to pursue claims against its subcontractors to the City. As such, the City subsequently filed suit against certain Judson Architecture subcontractors, Hammond & Associates (“Hammond”) and Maurice Gray Associates, Inc.

Hammond has proposed a settlement offer, in the amount of One Hundred Forty-Seven Thousand Seven Hundred Fifty-Six Dollars and Ninety-Seven Cents (\$147,756.97), to be released from the pending lawsuit. Hammond served as the mechanical, plumbing and fire protection engineer on the project. In addition to a release from the subject lawsuit, the settlement agreement also releases Hammond from any potential future claims regarding latent defects. The settlement does not release Hammond from any potential claims due to property damage or personal injury. The City Attorney is recommending that the City Council accept the proposed settlement offer to release Hammond from the litigation. The settlement does not affect the City’s pending claims Maurice Gray Associates, Inc.

Proposed Action:

That the City Council adopt the attached Resolution.

Attachment:

None.

RESOLUTION NO. 2015_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING A SETTLEMENT
5 WITH HAMMOND & ASSOCIATES, IN THE AMOUNT OF ONE
6 HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED
7 FIFTY-SIX DOLLARS AND NINETY-SEVEN CENTS
8 (\$147,756.97), IN THAT CERTAIN LITIGATION MATTER OF
9 CITY OF MIAMI GARDENS VS. MAURICE GRAY ASSOCIATES,
10 INC. AND HAMMOND & ASSOCIATES, INC., CASE NO. 13-
11 036340 CA 01; AUTHORIZING THE CITY ATTORNEY AND CITY
12 MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO
13 EXECUTE A SETTLEMENT AGREEMENT, FOR THIS
14 PURPOSE; PROVIDING FOR THE ADOPTION OF
15 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
16

17 WHEREAS, in 2008, the City Council authorized the City Attorney to pursue legal
18 action against Judson Architecture due to a multitude of errors and omissions, which
19 caused significant construction delays at the Betty T. Ferguson Recreational Complex,
20 and

21 WHEREAS, during the course of litigation, Judson Architecture asserted that a
22 portion of the negligence was caused by the errors and omissions of its subcontractors,
23 and

24 WHEREAS, the City settled its lawsuit against Judson Architecture, and

25 WHEREAS, as a condition of the settlement, Judson Architecture assigned its
26 right to pursue claims against its subcontractors to the City and

27 WHEREAS, the City subsequently filed suit against certain Judson Architecture's
28 subcontractors, and

29 WHEREAS, Hammond & Associates ("Hammond"), the mechanical, plumbing
30 and fire protection engineer subcontractor, desires to enter into a Settlement Agreement
31 with the City, and

32 WHEREAS, the City Attorney is recommending a settlement in the amount of
33 One Hundred Forty-Seven Thousand Seven Hundred Fifty-Six Dollars and Ninety-
34 Seven Cents (\$147,756.97) to release Hammond & Associates from the litigation,

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

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

40 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
41 hereby authorizes a settlement with Hammond & Associates, in the amount of One
42 Hundred Forty-Seven Thousand Seven Hundred Fifty-Six Dollars and Ninety-Seven
43 Cents (\$147,756.97), in that certain litigation matter of City of Miami Gardens vs.
44 Maurice Gray Associates, Inc. and Hammond & Associates, Inc., Case No. 13-036340
45 CA 01; and further authorizes the City Attorney and the City Manager to take any and
46 all steps necessary to execute a Settlement Agreement, for this purpose.

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

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

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OLIVER GILBERT, III, MAYOR

ATTEST:

60 _____
61 RONETTA TAYLOR, MMC, CITY CLERK

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

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

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69 Moved by: _____

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71 **VOTE:** _____

72			
73	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
74	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
75	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
76	Councilman David Williams Jr	_____ (Yes)	_____ (No)
77	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
78	Councilman Rodney Harris	_____ (Yes)	_____ (No)
79	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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81



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 25, 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:			Advertising Requirement:	Yes		No	
						X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related:	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: N/A			
		X					
Sponsor Name:	Cameron Benson, City Manager		Department:	Planning and Zoning Division			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE RELEASE OF THAT CERTAIN DECLARATION OF USE RECORDED IN OFFICIAL RECORDS BOOK 18768, AT PAGE 3523 IN THE OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FOR THAT CERTAIN PROPERTY GENERALLY LOCATED AT 1700 NW 183RD STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The property located at 1700 NW 183rd Street was approved for tires, batteries and accessories with ancillary minor repairs. As a condition to the issuance of a Certificate of Use and Occupancy, a Declaration of Use was recorded in O.R.B. 18768 Page 3523 on June 11th, 1999.

**Item K-10) Consent Agenda
Resolution
Declaration of Use - 1700 NW 183 Street**

Current Situation

The applicant, Miami Gardens Professional Car Care, Inc., owner of the property located at 1700 NW 183rd Street has been approved for the development of a Family Dollar store. As part of the development entitlement process it has been determined that said Declaration of Use has not been released and still encumbers the property title. The applicant is requesting the City to release the Declaration of Use since the past approval does not apply nor is vested to the property.

Analysis

The release of the Declaration of Use is inconsequential to the City as the zoning approvals granted in 1999 are no longer valid or vested to the property. Additionally, vehicle parts, installation and service is not a permitted use in the NC- Neighborhood Commercial zoning district where the property is located.

Proposed Action:

Recommend adoption of the Resolution.

Attachments:

- Exhibit "A" - Legal Description
- Exhibit "B" - Declaration of Use

Exhibit “A” - Legal Description

Exhibit “B” - Declaration of Use

RESOLUTION NO. 2015_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE RELEASE OF
5 THAT CERTAIN DECLARATION OF USE RECORDED IN
6 OFFICIAL RECORDS BOOK 18768, AT PAGE 3523 IN THE
7 OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FOR THAT
8 CERTAIN PROPERTY GENERALLY LOCATED AT 1700 NW
9 183RD STREET, MORE PARTICULARLY DESCRIBED ON
10 EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE
11 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
12 EFFECTIVE DATE.
13

14 WHEREAS, the Applicant, Miami Gardens Professional Car Care, Inc., is the
15 owner of that certain property generally located at 1700 NW 183rd Street, more
16 particularly described on Exhibit "A" attached hereto, and

17 WHEREAS, the Applicant has been approved for the development of a Family
18 Dollar store on the property, and

19 WHEREAS, on June 11, 1999, Miami-Dade County issued a Certificate of Use
20 for the property for tires, batteries and accessories with ancillary minor repairs, and

21 WHEREAS, as a condition of the issuance of the Certificate of Use, a Declaration
22 of Use was recorded in Official Records Book 18768, at Page 3523 in the Official
23 Records Book of Miami-Dade County, and

24 WHEREAS, the Applicant is requesting that the City release the Declaration, as
25 the use did not vest to the property and is no longer valid, and

26 WHEREAS, City staff is recommending that the City Council agree to authorize
27 the release of the aforementioned Declaration of Use,

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

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

33 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
34 hereby authorizes the release of that certain Declaration of Use recorded in Official
35 Records Book 18768, at Page 3523 in the Official Records of Miami-Dade County, for
36 that certain property generally located at 1700 NW 183rd Street, more particularly
37 described on Exhibit "A" attached hereto.

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 _____ 2015.

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OLIVER GILBERT III, MAYOR

ATTEST:

RONETTA TAYLOR, CMC, 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)

66	Councilwoman Lisa Davis	___(Yes)	___(No)
67	Councilwoman Lillie Odom	___(Yes)	___(No)
68	Councilman David Williams, Jr.	___(Yes)	___(No)
69	Councilman Erhabor Ighodaro	___(Yes)	___(No)
70	Councilman Rodney Harris	___(Yes)	___(No)
71			
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Lot 1 and the East 1/2 of Lot 2, Block 4 of SUNNY ISLES INLAND, according to the plat thereof recorded in Plat Book 44, Page 69, of the Public Records of Miami-Dade County, Florida;

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

That part therefrom, if any, included within the following described parcel: A portion of Block 4 of SUNNY ISLES INLAND, as recorded in Plat Book 44, Page 69, of the Public Records of Miami-Dade County, Florida, lying and being in Section 10, Township 52 South, Range 41 East and being more particularly described as follows: Commence at the Northeast corner of the Northeast 1/4 of Section 10, Township 52 South, Range 41 East and run South 00 deg.18'47" East along the East line of the said Northeast 1/4 for 74.86 feet; thence run West parallel to the North line of the said Northeast 1/4 for 35 feet to the Point of Beginning, said point lying on the East line of Block 4 of said plat of SUNNY ISLES INLAND; thence run North 00 deg.18'47" West along the said East line of Block 4 for 15.00 feet to a point of curvature; thence run Northwesterly along a circular curve to the left having a radius of 25 feet and a central angle of 89 deg.41'13" for an arc distance of 39.13 feet to a point of tangency; thence run due West along the North line of the aforementioned Block 4 for 549.66 feet to a point of curvature; thence run Southwesterly along a circular curve to the left having a radius of 25 feet and a central angle of 90 deg.13'08" for an arc distance of 39.37 feet to a point of tangency; thence run South 00 deg.13'08" East along the West line of the aforementioned Block 4 for 15.00 feet to a point of curvature; thence run Northeasterly along a circular curve to the right being concave to the Southeast having a radius of 25 feet and a central angle of 90 deg.13'08" for an arc distance of 39.37 feet to a point of tangency; thence run due East along a line 15 feet South of and parallel to the aforementioned North line of Block 4 for 549.69 feet to a point of curvature; thence run Southeasterly along a circular curve to the right having a radius of 25 feet and a central angle of 89 deg.41'13" for an arc distance of 39.13 feet to the Point of Beginning.

FURTHER LESS AND EXCEPT that portion thereof set forth in Order of Taking recorded in Official Records Book 19605, Page 669.

REC: 18768013523

U# 1998006565

Folio # 3021100011030

99R462652 1999 SEP 03 11:10

**DECLARATION OF USE
TIRES/BATTERIES AND ACCESSORIES WITH ANCILLARY MINOR REPAIRS**

In consideration of the Issuance of a Certificate of Use and Occupancy for the following specific permitted use, the undersigned, owner(s) or Lessee(s) of the property herein described hereby agree(s) and bind(s) myself, ourselves, and my or our heirs, successor(s) as follows:

That the business to be conducted on the hereinafter legally described property will be: **Tires, Batteries and Accessories with ancillary minor repairs to include the installation of parts, sales and servicing of spark plugs and batteries, tire repairs and servicing, replacement of mufflers and tailpipes, water hose, fan belts, brake fluids, light bulbs, floor mats, seat covers, wiper blades, arms for windshields and replacement of grease retainers and wheel bearings, radiator cleaning and flushing, washing and polishing, greasing and lubrication, exchanging fuel pumps and installing fuel lines, emergency wiring repairs, adjusting brakes and installing or exchanges brake shoes, wheel balancing, aligning and shock absorbers, tuning engines with conditions under which approved no washing of cars, no grinding valves, cleaning carbon or removing the head of engines and/or crankcase, and no recapping of tires.**

LEGAL DESCRIPTION:

On Lot 2 Block 4 of Seaside Isles Island #4 PG 69
of the Public Records of Miami-Dade County, Florida.
N 165 ft. of 2150 ft. of Lots 1 & 2 Less N 15 ft. for
St. Block 4 Lot size 2250 @ 50' ft. or 12568-F20
also known as D02 NW 18 3' ST. 0685A.
Miami- Dade County, Florida.

This agreement is hereby made and accepted as a condition of the issuance of the above mentioned Certificate of use and Occupancy.

It is further understood and agreed that this heirs, duressors and assigns until such time as the same may be released in writing by the Director of the Miami-Dade County, Department of Planning and Zoning or such director or executive officer of the successor of such department, or, in the absence of such director or executive officer, by his/her absence.

As a further part of this agreement, it is hereby understood and agreed that any official inspector of the Miami-Dade County Department of Planning and Zoning or its agents duly authorized, may have the privilege at any time of entering and investigating the use of the premises, to determine whether or not all the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

dec^tba.lwp

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OFF:
REG: 18768PG3524

Declaration of Use
Tires/Batteries and Accessories with Ancillary Minor Repairs
Page 2

Enforcement: Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants or conditions. The prevailing party in any action or suite, pertaining to arising out of this declaration shall be entitled to recover, in addition to costs and disbursement allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This Declaration provision shall be in addition to any other remedies available at law or in equity or both.

Recording: This Declaration shall be filed on record in the public records of Miami-Dade County, Florida at the cost to the owner following the adoption by the Miami-Dade County Board of County Commissioners, Zoning Appeals Board or Community Council or a resolution approving the application or as a requirement of the Certificate of Use and Occupancy office.

Money Order or Cashier's Check made out to Clerk of the Courts in the amount of \$ 15.00 for recording 3 pages.

OFF. REC. 18768PC3525

ACKNOWLEDGMENT
INDIVIDUAL

Signed, witnessed, executed and acknowledged on this 11 day of 06, 99.

WITNESSES:

[Signature]
[Signature]

[Signature]
Individual Signature
LIVSHITS
Print Name
MENDEL

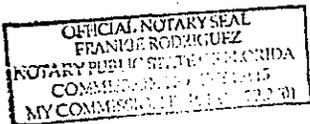
STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 11th day of June, 99
by Mendel Livshits of M & E Auto Works, a Florida
corporation, on behalf of the corporation. He/She is personally known to me or has
produced FOI# L123-540-48-369-0 as identification and did/did not take an oath.

Witness my signature and official seal this 11th day of June, 99, in the
County and State aforesaid, the date and year last aforesaid.

[Signature]
Notary Public Signature

My Commission Expires:



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

ACK-IND.SAM



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 25, 2014		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	Public Works- Transportation Fund - CITT		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 #14-15-004(A) Trolley Circulator Services			
	X						
Sponsor Name	Cameron Benson, City Manager		Department:	Public Works			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO LIMOUSINES OF SOUTH FLORIDA, INC., FOR TROLLEY CIRCULATOR DESIGN AND PASSENGER SERVICES; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT FOR THIS PURPOSE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS (\$451,776.00), ANNUALLY; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In 2013, City staff retained the services of The Corradino Group to conduct a study with the objective to assist establishing a City of Miami Gardens Bus Circulator Pilot Program. Part of this study included a series of public workshops, meetings with City Council, City staff, and Miami-Dade County Transit. Part of the study included the prospective types of vehicles; one being a trolley and the other being a limousine bus.

**Item K-11) Consent Agenda
Resolution
Limousines of South Florida, Inc.**

The Corradino Group presented their recommendation to the Mayor and Council during the February 5, 2014 Council meeting. It was recommended that the City pilot an east and west route, and use a traditional rubber-tired trolley and hire an outside contractor to operate the services. Thereafter, City staff met with Miami-Dade County Transit to negotiate an Interlocal Agreement to authorize the City to provide public transportation services for the operation of the bus circulator. The City Council approved the aforementioned interlocal agreement in April, 2014 (Resolution No. 2014-062-2040); subsequently, Miami-Dade County approved it in October, 2014.

Additionally, the City Council approved bus design specifications for a trolley-type bus on September 22, 2014, adopting Resolution No. 2014-165-2144.

Moving forward, City staff created a RFP requesting Trolley Circulator Services.

RFP# 14-15-004(A) was put out to bid on December 1, 2014. The broadcast notice was sent to 187 suppliers. Eleven proposal packages were requested. One proposal was received and publicly opened on the due date of December 23, 2014. Staff evaluated the proposal for compliance with the specifications and their ability to perform the work. Finances and references were favorable. The contractor will require the addition of two, possibly three new employees for this project. They will make every effort to hire city unemployed residents.

The attached resolution seeks the City Council to award the contract to Limousines of South Florida, Inc., located in Fort Lauderdale, Florida for Trolley Circulator Services and authorize the City Manager to execute the contract with this vendor for an amount not to exceed \$451,776 annually for an initial period of three years with an option to renew annually for an additional two years and an one-time fee of \$3,600 to wrap each temporary vehicles (2). In an effort to launch the service as soon as possible, the contractor is required to provide within 45 days of the execution of the contract a temporary limousine type bus.

This contract requires two (2) new trolleys that will be manufactured according to the provided specifications and delivered within six (6) months of the execution of the contract. Additionally, the contract includes the option for advertising inside the trolley. The City will receive 85% of the advertising revenue. The specific locations for the advertising will be determined once the trolleys are delivered to the City.

Fiscal Impact

This amount will be funded from CITT Trust fund. Each year **at least** 20% of the CITT proceeds have to be spent on Transit and the remaining for Capital Improvement Projects and Administrative fees. In FY 2015, the Transit budget is balanced with 22.98% of the projected CITT revenue. Included in the Transit budget is \$300,000 for the Trolley Service. However, at fiscal year ending September 30, 2014, the Transit Division has an available fund balance of \$721,930.83 that can subsidize the additional costs in future years or allocate a higher percentage for transit expenses.

Proposed Action:

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a contract with, Limousines of South Florida, Inc. for Trolley Pilot Circulator Services

throughout the City of Miami Gardens for an initial period of three years with an option to renew annually for an additional two years.

Attachments:

Exhibit A: Tabulation

Exhibit B: Contract

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO LIMOUSINES OF SOUTH FLORIDA, INC., FOR TROLLEY CIRCULATOR DESIGN AND PASSENGER SERVICES; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT FOR THIS PURPOSE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS (\$451,776.00), ANNUALLY; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 23, 2014, the City Council adopted Resolution No. 2014-062-2040, which approved the City of Miami Gardens Bus Circulator Program, and

WHEREAS, on September 22, 2014, the City Council adopted Resolution No. 2014-165-2144, which approved a trolley type design for City bus circulators, and

WHEREAS, on December 1, 2014, ITB No. 14-15-004(A) for trolley circulator design and passenger services, and

WHEREAS, December 23, 2014, one (1) proposal was received and publicly read, and

WHEREAS, City staff evaluated the proposal for compliance with the specifications and the firm's ability to perform the work, and

WHEREAS, City staff recommends awarding the bid for trolley circulator design and passenger services to Limousines of South Florida, Inc. located in Miami, Florida, and

WHEREAS, City staff further recommends that the City Council authorize the City Manager to execute an Agreement with Limousines of South Florida, Inc. for a

33 three year term with the option to renew for an additional two years, subject to the
34 availability of funds, and

35 WHEREAS, the terms of the Agreement will also require the City to pay a one-
36 time fee of \$3,600 for two (2) temporary vehicles to be wrapped with the City's design
37 and logo, and for the manufacture two (2) trolleys within six months, and

38 WHEREAS, the Agreement will also permit advertising inside each trolley, with the
39 City retaining 85% of any advertising revenue, and

40 WHEREAS, the cost for trolley circulator design and passenger services will not
41 exceed Four Hundred Fifty One Thousand Seven Hundred Seventy Six Dollars
42 (\$451,776.00), annually,

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

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

48 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
49 hereby awards bid to Limousines of South Florida, Inc., for trolley circulator design and
50 passenger services, for a three year term; the City Council further authorizes the City
51 Manager and the City Clerk to execute and attest respectively, that certain Agreement
52 for this purpose, a copy of which is attached hereto as Exhibit "A"; and authorizes the
53 City Manager to issue purchase orders, in an amount not to exceed Four Hundred Fifty
54 One Thousand Seven Hundred Seventy Six Dollars (\$451,776.00), annually.

55 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
56 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
57 be maintained by the City, and one to be delivered to Limousines of South Florida, Inc.

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

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

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OLIVER GILBERT, III, MAYOR

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68 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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78 SPONSORED BY: CAMERON BENSON, CITY MANAGER

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80 Moved by: _____

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82 **VOTE:** _____

83

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

91



City of Miami Gardens
 18605 NW 27th Avenue
 Miami Gardens, Florida 33056

Procurement Department

Tabulation Sheet

RFP#14-15-004(A) re-bid Trolley Circulator Services

December 23, 2014 @ 2:00 p.m.

Item No.	Description	Hourly rate	Est. Hours per Week	Total Cost
1	Driver(s), Hourly Rate Contractor will provide driver(s) for an estimated 60 service hours* per week in accordance with the hours of operation as specified herein	\$72.40/hr	60 Hrs	\$4,344.00/week
2	Driver, Additional Hourly Rate at City request with advance notice, extended and/or more frequent services may be required after hours including weekends. Please provide an hourly rate for driver(s) if needed	\$72.40/hr	1 Hr	\$72.40/trolley
3	Wrap charge for temporary vehicles		\$3600.00/vehicle	\$7,200.00

AGREEMENT FOR CIRCULATOR BUS SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and Limousines of South Florida, Inc. authorized to do business in the State of Florida, (hereinafter referred to as "Contractor") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the City advertised a Request for Proposals ("RFP") on December 1, 2014, and

WHEREAS, Contractor submitted a Proposal dated December 23, 2014, in response to the City's request; and

WHEREAS, at a meeting held on February 25, 2015, the City Council selected the Contractor and agreed to contract with Contractor to perform the services described in the RFP and Contractor's Proposal submitted in response to the RFP ("Services").

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

Article 1 Incorporation by Reference.

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

- (i) Specifications and Proposal Documents prepared by the City for Program/Project Manager Services RFP#14-15-004 (Exhibit 1) including Attachment A and Attachment B
- (ii) Proposal for the City of Miami Gardens prepared by Contractor dated December 23, 2014. (Exhibit 2).

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

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

Article 2 Advertising

A. Contractors Responsibility

1. Contractor shall be responsible for selling and marketing advertisements on the trolleys. Contractor shall be responsible for reaching agreements with each individual advertiser regarding use of trolley advertisement space.
2. Contractor shall collect all monies associated with any agreements with advertisers and remit any monies due to the City stated below by no later than the fifteenth day after end of each month.

B. Revenue Sharing

1. Any monies collected by Contractor from the advertisers will be distributed as follows:

The City shall receive _____ percent of any monies collected from the advertisers, and Contractor shall receive _____percent of any monies collected from the advertisers.

C. Regulation and Cost of Advertising

1. The number, size and price of each available advertising area is contained in Exhibit 2 of this Agreement and incorporated herein. From time to time, the City and Contractor may modify the value of the advertising space by mutual agreement, which modification may be performed without executing a modification to this agreement.
2. In matters related to any advertisements placed upon the City bus or under this Agreement, the Contractor, shall at its sole cost and expense, fully indemnify, defend and hold harmless the City, its agents, officers and employees against judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements and liabilities assumed by the City in connection therewith) or equitable relief regardless of whether the act or omission complained of is authorized, allowed or prohibited by this Agreement.
3. The City shall be responsible for its own negligence, including that of its elected officials, agents and/or employees resulting from activities arising from its sole responsibilities under this Agreement.
4. Nothing herein shall be construed to abrogate any immunity under Federal or State law, including, but not limited to Florida Statute 768.28.

D. City's Responsibility

1. The City shall be responsible for auditing the program periodically to ensure that the proper amounts are being collected and that the agreements between the Contractor and the advertisers are appropriate.

Article 3 General Requirements

Scope of Work. Contractor shall perform and furnish all work, services, labor, materials, vehicles and equipment, as are appropriate and necessary for Contractor's operation, management, and maintenance of a turnkey first-class public trolley transportation system for the City (the Project or the System); all as more specifically set forth in the "Scope of Services" (the Services), pursuant to *The Services; Ambassador Style Customer Service* and *Performance Penalties* attached hereto.

Article 4 Qualifications

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

Article 5 Compensation

For all Services provided by Contractor, the City shall pay Contractor \$8,688.00 monthly, plus an one time charge of \$7,200.00 to wrap the temporary vehicles with the City design. All invoices for services shall be submitted not more than once per month and in sufficient detail to demonstrate compliance with the terms of this Agreement, and shall include a detailed explanation of all reports as outlined in Section 10 herein.

The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Council. Contractor shall make no charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the contested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor.

Cost Adjustments. The initial contract prices resulting from this solicitation shall prevail for three (3) years from the contract's initial effective date. Prior to, or upon completion of, the third year of the original five (5) year term or the execution of the two (2) one (1) year options to renew available, the CITY shall consider adjustment to price based on the applicable CPI-U Index (www.bls.gov) or 2%, whichever is lower.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 60 days prior to expiration of the then current contract term. The Contractor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the City will assume that the vendor has

agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

Article 6 Indemnification

Contractor shall defend, indemnify, and hold the City, its agents, officers, and employees harmless from and against any and all demands, claims, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all of its expenses including reasonable attorney fees and costs, up through any appeal. The City retains the right to select counsel of its choosing. Nothing contained herein shall be deemed a waiver of sovereign immunity by the City.

City shall defend, indemnify, and hold the Contractor, its agents, officers, and employees harmless from and against any and all demands, claims, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with City's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between City and third parties made pursuant to this Agreement. City shall reimburse the Contractor for all of its expenses including reasonable attorney fees and costs, up through any appeal. The Contractor retains the right to select counsel of its choosing. Nothing contained herein shall be deemed a waiver of sovereign immunity by the City.

Article 7 Insurance

Contractor shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of Two Million (\$2,000,000.00) Dollars, per incident, for personal injury, and One Million (\$1,000,000.00) Dollars, per incident, for property damage.

Contractor shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of \$2,000,000.00 each occurrence and \$500,000.00 combined single limit.

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

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

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

Article 8 Term

This Agreement shall become effective upon execution by both parties and shall continue in force for five (5) years with an option to renew annually. Agreement renewal shall be the City's prerogative; not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Article 9 Termination

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

The City may, terminate this Agreement for cause immediately, and shall provide notice as soon as possible to Contractor.

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

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

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

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

Article 10 Ownership

All inventions, discoveries, deliverables, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Agreement including papers, charts, computer programs, and other documentation or improvements thereto shall be owned by the City.

Article 11 Modification/Amendment

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

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

Article 12 Severability

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

Article 13 Non-Exclusive Agreement

The pre-construction/construction management services to be provided by the Contractor pursuant to this Agreement shall be nonexclusive, and nothing shall preclude the City from engaging other firms to perform similar services.

Article 14 Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15 Waiver

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

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

Article 16 Notices/Authorized Representatives

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

City:	Contractor:
Cameron Benson, City Manager	Mark Levitt, Vice President
City of Miami Gardens	Limousines of South Florida Inc.
18605 NW 27 th Avenue	3300 SW 11 th Avenue
Miami Gardens, FL 33056	Ft. Lauderdale, FL 33315

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

Article 17 Independent Contractor

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

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

Article 18 Assignment

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

Article 19 Prohibition Against Contingent Fees

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

Article 20 Attorneys Fees

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

Article 21 Non-Discrimination

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

Article 22 Conflict of Interest

Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.11, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23 Binding Effect

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

Article 24 Construction

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

Article 25 Entire Agreement

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

Article 26 Captions and Paragraph Headings

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

Article 27 Joint Preparation

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

Article 28 Counterparts

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

Article 29 Exhibits are Inclusionary

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

Article 30 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.

Article 31 Hiring of City Residents

To the extent possible, Contractor shall pursue all measures possible to hire city residents that are currently unemployed to fulfil any vacancies Contractor may have in order to perform City services.

Article 32 Unlawful Harassment

Individuals representing City of Miami Gardens, including vendors, Contractors, sub-Contractor and other entities conducting business must agree to and adhere to the City's Sexual harassment and Unlawful Harassment & Retaliation Policy.

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

WITNESSES:

CONTRACTOR:

By:_____

Print Name:_____

Print Name: _____

Title:_____

Seal:

ATTEST:

CITY OF MIAMI GARDENS

City Clerk

City Manager

APPROVED AS TO FORM:

CITY Attorney

Dated:

“SCOPE OF SERVICES (THE SERVICES)”

1. **SERVICES TO BE PROVIDED.** The City wishes to implement a municipal fixed-route, fixed-schedule, public Transit service that is responsive to the needs of the employees, visitors, and residents of the City, meet(s) all applicable local, state and federal laws and regulations, and that complies with all safety, mechanical, and vehicular standards mandated by Miami-Dade County (MDC) Passenger Transportation Regulatory Division (PTRD) and any other applicable regulatory agencies.

The Contractor shall coordinate, manage, and control all applicable program activities which shall include providing vehicles, drivers, and all personnel, as necessary, supervise all elements of on-street operations, and develop administrative procedures and financial records necessary for system operation (to be reviewed and approved by the City).

The Contractor will obtain and provide all required state and local vehicle permits (including, without limitation, the passenger motor carrier licenses “PMC”), vehicle registrations, and license plates. The Contractor must also have all applicable state and local business licenses or procure same prior to the start of service. The City reserves the rights to ask the Contractor for prove of licenses at any time in order to ascertain compliance.

The Contractor shall bear all operating expenses incidental to the use and operation of the System vehicles (including, without limitation, the trolleys, fuel, permits, required interior and exterior signage for vehicles, driver’s uniforms branded with City logo, map frames and hold-four brochure holders equal to the ones used by Miami Dade Transit buses). All System vehicles shall be operated and maintained to comply with all local, state, and federal regulations.

The City reserves the right, at any time and as many times, during service hours, to audit Contractor’s records and inspect, examine, test, or monitor Contractor’s equipment (including, without limitation, the trolley vehicles) or facilities used in the Project or in connection with the performance of the Services. Contractor agrees that its equipment and facilities may be inspected, examined, tested, or monitored by the CITY or its authorized representatives, or by any Federal, State, or local officer or agency having responsibilities for inspections of the Project or the Services. Contractor hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference (which interference, if by the City, must be reasonable) with its operations by any public agency or official in enforcing their duties or any Applicable Laws. Any such interference (which interference, if by the CITY, must be reasonable) shall not relieve Contractor from any obligation from this Agreement.

The Contractor shall be responsible for the performance, acts, and/or omissions of its employees, subcontractors, and/or agents.

2. **OBJECTIVES.** The primary objectives of the contract operation are:
 - a. To provide a safe, clean, reliable, and efficient trolley service in the City of Miami Gardens, within the projected service hours specified; and
 - b. To provide a professional, courteous, and pleasant Transit experience for each passenger (See Ambassador Style Customer Service standards included in attached Exhibit B).
3. **SERVICE DESCRIPTION.** The City of Miami Gardens trolley service is a fixed route, fixed schedule public Transit service and will be directly managed, and funded by the City. It is the intent of the City to launch trolley services no later than January 2015, using two (2) trolley vehicles plus one (1) spare trolley vehicle.

The intent of the Trolley service is to provide residents transportation per the two routes in Attachment A.

The Contractor shall provide the required vehicles, drivers, dispatchers, fuel, storage, operation, maintenance, repairs, bonds, and insurances, in order to provide the City of Miami Gardens with a first class, turn-key public trolley transportation system (the Project or the System).

The Service in general, shall comply with the system specifications and service standards described herewith, any and all Federal, State, County, and City laws applicable to this service, providing management, technical and operating personnel and services necessary for the operation of the City's fixed route(s) trolley system. All services shall be subject to the control of the City and coordinated by the City. The Contractor's day to day operations shall be vested in the Contractor's full-time System Manager, who shall serve as the Contractor's representative under this Agreement. In addition, an officer or senior management employee of Contractor shall be available to the City either by phone, electronic mail, or in person, to make decisions or provide coordination under this Agreement, as necessary.

All vehicles included for the City of Miami Gardens' Trolley project shall have Bicycle Racks, all required interior and exterior signage, interior and exterior regulatory signs as well as vehicle ID signs, interior 21x21 map frames and brochure holders (similar to that of Miami Dade Transit Buses), electronic marquees and In-Step wheelchair ramp.

4. **OPTIONAL EQUIPMENT.** It is the City's intent to have all vehicles used for this trolley system to be equipped at some point in the future with the following equipment, including but not limited to: Automatic Passenger Counters (APC), Automated Voice Information Systems (AVIS), Wi-Fi services, real time GPS tracking services (with capabilities to provide mileage, service hours and ridership reports, and capabilities to provide data in a format that is compatible with Miami-Dade County's mobile application "Miami Dade Bus Tracker"). The CITY at its sole discretion may have this option provided separately by the Contractor, Miami Dade County, or may directly supply this equipment for installation to the Contractor

and the CITY will negotiate any cost impacts with the Contractor. The Contractor shall not include the cost of the above equipment and related maintenance fees in the hourly rate for this Agreement.

5. **TROLLEY DELIVERY.** If the (2) New Trolley vehicles are not available upon the commencement of service, the Contractor may be allowed to operate used trolley vehicles or other vehicles at the City's sole discretion and approval, in which case the Contractor will be required to provide proof of purchase of the (2) new vehicles upon execution of this Agreement or within ten (10) days after the execution of this Agreement.
6. **GENERAL REQUIREMENTS FOR ALL PERSONNEL.**
 - a. All personnel assigned shall be knowledgeable of the services to be provided herein;
 - b. All Project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work on the Project.
 - c. Drivers and dispatchers shall accurately complete and submit the required operating reports daily;
 - d. The Contractor shall provide manuals related to personnel policies and procedures, and maintain an employee acknowledgment file with employee signature indicating they have read and fully understand its contents. Contractor shall provide a copy of training program and employee handbook to the City upon request.
 - e. All personnel shall be required to attend quality/safety workshops as required by the City, up to a maximum of eight (8) hours per year, per employee. Certification of training shall be presented to the CITY on an annual basis.
7. **VEHICLE OPERATORS (DRIVER) REQUIREMENTS.**
 - a. Vehicle operators must have a valid Florida CDL (chauffeurs or commercial) driver's license with endorsement for passengers, HACK license, as well as any other licenses required by applicable federal, state, and local regulations.
 - b. Vehicle operators shall be trained in all operational procedures relating to the System, including thorough knowledge of the service area street network and points of destination/interest along or in close proximity to the route.
 - c. Drivers shall be fully trained in defensive driving and vehicle handling.
 - d. Drivers shall be trained in the special skills required to provide transportation to elderly and disabled individuals.
 - e. Drivers shall be trained to understand and practice the high quality of service required by the City, and expected of a first-class System. Drivers SHALL follow the Ambassador Style Customer Service section included herein.
 - f. Drivers shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.
 - g. Drivers shall be trained to operate all types of vehicles (including reserve vehicles owned by the Contractor) in service, wheelchair lifts, and secureness systems, and other equipment that they may be expected to use during service hours.
 - h. Drivers shall be available and on-time daily to ensure consistent and reliable service.

- i. No vehicle operator shall take lunch hour or breaks inside or close by his/her vehicle.
 - j. Drivers shall be dressed and groomed appropriately. Further, all drivers shall wear a uniform acceptable to the City and that takes into account the City emblem and vision.
 - k. Drivers and/or any other employee in contact with passengers shall wear identification tags clearly displaying their first name only while performing their duties;
 - l. Each Driver and vehicle shall have an accurate timepiece available and in clear sight at all times during vehicle operation.
 - m. Drivers are required to have a thorough knowledge of traffic regulations along the route and the schedule time points.
 - n. Drivers shall be trained to understand and practice the high quality of customer service required by the City. The Contractor should provide adequate customer service training to its employees (drivers/customer personnel) and should demonstrate to the City that drivers/customer personnel operating trolley vehicles for the City, have attended and successfully completed customer service trainings; Drivers need to be sensitive to ridership comforts, such as the interior temperature on their respective vehicle, cleanliness of vehicles, etc. They SHALL demonstrate excellent customer service, sensitivity, courtesy, professionalism, high ethical standards, helpfulness, and safe driving habits. The Ambassador Style Customer Service section included herein as Exhibit B SHALL be included in the Contractor's training workshop schedule if not covered already.
 - o. Drivers shall not transport any animal, except seeing-eye dogs and special companion assistant dogs.
 - p. Drivers and dispatchers shall accurately complete and submit the required operating reports daily, including ridership counts (until vehicle is equipped with Automated Passenger Counts capabilities).
 - q. Drivers shall log and report all events that jeopardize the safety of passengers or impede vehicle movement pursuant to the Accident and Incident Procedures described herein.
 - r. Each driver and vehicle shall have an accurate timepiece available and in clear sight at all times during vehicle operation. Drivers are required to adhere to and maintain the scheduled frequency of trips (headways);
 - s. Drivers are required to have a thorough knowledge of and abide by all traffic regulations along the route and
 - t. Drivers need to be sensitive to ridership comforts, such as the interior temperature of their respective vehicle, cleanliness of vehicles, etc. It is imperative that the on-board air conditioning unit function properly at all times while the trolley is in service. An interior ambient temperature of 75 degrees Fahrenheit is desired at all times during trolley operation.
8. **DISPATCH OPERATORS.** Dispatch personnel shall be bilingual (English and Spanish) and trained in the Ambassador Style Customer Service provided in Exhibit B In addition, dispatch personnel is expected to proactively assist drivers to avoid bunching issues through the use of two-way radio communication and GPS; dispatcher shall coordinate fueling, breakdowns, vehicle re-gens and other issues to avoid interruption of service or headway increase.

9. **STAFF LEVELS AND WAGES.** The Contractor shall be responsible for payment of all employees' and/or subcontractors' wages and benefits. The Contractor's personnel wages and work hours shall be in accordance with applicable Federal, State and local regulations affecting such personnel.

10. **MINIMUM PERFORMANCE STANDARDS.** The Contractor shall strive to provide a fixed-route public Transit service in the City of Miami Gardens Trolley Route, in a manner that will maximize the efficiency of the service while achieving excellent customer service. The performance measures specified herein, balanced with the AMBASSADOR Style Customer Service criteria referenced herein and attached, will serve as the benchmark standards for the periodic evaluation of the Contractor by the City.

The Contractor and the City shall meet periodically to evaluate the Services, based upon the performance standards established by the City. The following minimum performance standards are agreed to between Contractor and City for the term of the Agreement:

Sanitation:

- Interior and exterior of vehicles must be kept in pristine condition, 100% of the time.
Reporting:
- All applicable reports (including but not limited to ridership reports, service interruption reports and invoices) must be filed within the specified time frame, 100% of the time.

Safety:

- Drivers shall follow all applicable traffic regulations, 100% of the time.

Fines:

- Contractor shall avoid penalties imposed on the City by local, state, and federal agencies resulting from the Contractor's operation and maintenance of the vehicles, 100% of the time.

Reliability:

- 95% on-time performance (no more than 5 minutes late at any stop location).
Equipment Malfunction:
- Repairs of any malfunctioning equipment related to vehicle or passenger safety shall result in immediate vehicle out-of-service with notice to the City within two (2) hours, 100% of the time. A Trolley spare vehicle shall be dispatched immediately upon interruption in service to ensure on time performance. Trolley spare vehicle shall commence service no later than one (1) hour of service disruption. The Contractor shall not be compensated for any time elapsed without service.
- If no parts need to be ordered, repairs shall occur within two (2) business days (48 hours), 95% of the time.
- If parts are required, orders shall be placed within 24 hours and repairs shall be performed within 24 hours of receipt of required parts.
Customer service
- Respond to customer complaint within 48 hours, 95% of the time.
- Drivers properly uniformed and groomed, 100% of the time.
- Drivers, dispatchers and road supervisors must adhere to the AMBASSADOR Service Style Customer Service attached as Exhibit "A-1" herein.

The City reserves the right to request the removal of any Contractor employee from Miami Gardens service routes upon noncompliance of performance standards dictated above.

11. **MAINTENANCE.** The Contractor shall prepare and submit upon execution of this Agreement, a written Preventive Maintenance (PM) Policy and Program Manual. Any changes after award must be approved by the CITY in advance. The CONTRACTOR shall provide separate PM programs for the vehicle heating and air conditioning (HVAC).

The Contractor shall assume full responsibility for ensuring that all system vehicles used in connection with the project shall at all times be maintained at the highest levels and in a manner that is consistent with good business practices and the standards for condition and quality, commensurate with a first-class public trolley transportation system. Notwithstanding the preceding, Contractor shall, at a minimum, ensure that all vehicles are well maintained, safe, and fully operable in accordance with the highest standards of care and shall provide the following:

- Vehicle maintenance and repair (including, without limitation, all preventive maintenance, as well as emergency maintenance such as dead batteries, flat tires, etc); and
- Interior and exterior cleaning.

The Contractor shall immediately report and repair any damage to the interior or exterior of vehicle(s). If a vehicle is damaged, the Contractor shall retire that vehicle from service as soon as practicable and a spare vehicle shall be immediately dispatched to service the route. Exterior damage to vehicle(s) due to collisions, scratches, and graffiti markings shall be repaired within 24 hours.

Contractor shall not permit the use of any vehicle, in a state of repair that violates any Applicable Laws. Vehicles may only be driven and/or parked in areas designated for such purposes and as provided for under this Agreement and pursuant to Applicable Laws.

The City, and/or its officers, employees, agents, and/or contractors shall not be responsible or liable for any damage to Contractor's vehicles. Contractor shall be responsible for and provide reasonable security measures which may be required to protect the vehicles. Under no circumstances shall the City be responsible for any stolen or damaged goods, facilities, materials, and/or other equipment including, but not limited to, the vehicles, nor shall City be responsible for any stolen or damaged personal property of Contractor's employees, contractors, subcontractors, agents, vendors, patrons, guests, invitees, and/or any other third parties.

Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts, and supplies required for the maintenance and operation of all buses and service vehicles. The Contractor will be responsible for supplying all vehicle fuel. The Contractor will be responsible for providing tires for all vehicles. It shall be the Contractor's

responsibility to maintain the color scheme in good condition, with painting/decals as needed, throughout the life of the contract.

12. **ROAD SUPERVISION.** The Contractor shall provide sufficient road supervision to monitor drivers, vehicles, quality of service, and adherence to all established routes, headways and schedules, and to respond to emergency calls as appropriate.

The Contractor's supervisory personnel shall ensure established performance measures are met at all times; including during fueling, relieves, bathroom breaks, accidents, and all applicable.

The Contractor shall be responsible for furnishing supervisors with mobile phones/pads (monitoring tools) capable of handling the mobile application and website to be developed for the City of Miami Gardens' Trolley project.

Active drivers CANNOT be road supervisors while on driving duty. If a road supervisor has been assigned to driving, a different road supervisor must take over the supervisory tasks.

13. **ACCIDENT AND INCIDENT PROCEDURES.** The Contractor shall develop, implement, and maintain procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any other service interruptions/failures. These shall be reported to the City in accordance with the established performance measures herein.

All traffic accidents involving System vehicles, irrespective of injury, shall be immediately reported to the City of Miami Gardens Police Department. The Contractor will advise such agency of the accident and request a police unit to investigate the accident.

The Contractor operating a trolley vehicle shall give the City's Trolley Supervisor immediate verbal and subsequent written notice of the following events:

- A fatality, where an individual is confirmed dead within thirty (30) days of a Transit accident, excluding suicides and deaths from illnesses.
- Injuries requiring immediate medical attention away from the scene for one or more individuals.
- Property damage to trolley vehicles, Transit system vehicles other than trolleys, other trolley system property or facilities, or any other property. The City's Trolley Supervisor shall have discretion to investigate events resulting in property damage less than \$1,000.
- Evacuation of a trolley vehicle due to a life-safety event where there is imminent danger to passengers on the trolley vehicle(s), excluding evacuations due to operational issues.

Immediate notice of all above-referenced events/accidents is required and such notice shall not be delayed for more than one (1) business day. These notices, at a minimum, shall include the date, time, location of the occurrence and the appropriate number of persons killed or injured. The person making the notification must provide his or her name and title, the trolley number involved and state where he or she can be reached for further details. In addition, the person must supply any additional information requested. The Contractor must ensure the physical evidence of the accident scene is properly documented prior to the scene being cleared. Immediate notice of the above occurrences shall be reported by telephone. Immediate notice of all said accidents is required, but in no instance shall the notice be delayed for more than two (2) hours.

A written notice shall be submitted to the City, unless otherwise specified by the City, within one (1) business days (24 hours) of the occurrence for all fatal accidents and all injury accidents which result in injuries to one (1) or more passengers, on the form entitled "Trolley Operator Accident Report" which is set forth in the System Safety and Security Program Plan.

The Contractor shall assist the City in documenting accidents and incidents. Report shall meet all applicable FDOT and F.A.C. Chapter 14-90 reporting requirements.

14. **EMERGENCIES - NATURAL DISASTERS** In the event of an emergency or natural disaster, the City may require the Contractor to make available, to the maximum extent possible, transportation and communication services and facilities to assist the City with the transportation of its residents. Any such use of the trolley for emergency uses must be pre-approved by the City. To the extent the City requires the Contractor to provide such emergency services, the Contractor will be relieved of the obligation to fulfill the duties and responsibilities of operating current trolley operations. Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of payment shall be mutually agreed upon by the Contractor and City prior to the conclusion of the emergency or disaster.
15. **VEHICLE FACILITIES.** The City reserves the right to inspect the Contractor's maintenance facility. The facility shall have features, including but not limited to:
 - a. A dispatch room and supervisor station;
 - b. Facility for maintenance of the vehicles;
 - c. Storage for the CONTRACTOR's vehicle maintenance equipment (including cleaning supplies and spare parts);
 - d. Security for the Trolley vehicles.
16. **EQUIPMENT.** Contractor's vehicles shall meet all specifications set forth in Table listed in the RFP and Attachment B attached herein. Transit vehicles must meet the requirements of Florida Administrative Code 14-90 (i.e. passenger door mirror height, etc.). The system fleet must meet all local, state and federal requirements as applicable to public Transit vehicles.

Vehicles shall be furnished with Advertisement space in the interior, in addition to space for route specific information (Map Frame and Brochure Area).

The City shall inspect and approve vehicles and equipment prior to the Contractor beginning service.

All vehicles shall be equipped with video surveillance capable of providing a digital output transferable via SD cards or USB. The Contractor shall train all road supervisors, and develop procedures on how to retrieve data from the surveillance equipment in the vehicles and on how to upload the videos to their office computers. Should an event occur, where surveillance data is required, the Contractor shall provide the video output to the City via email.

Vehicles will be delivered with special paint or decaling scheme for Trolley service (as designed by the City). The cost of such painting/decaling shall be borne by the Contractor.

17. **CLEANING.** Contractor shall provide all labor and materials necessary to keep the vehicles clean at all times. Contractor shall wash the exteriors and mop floors of the vehicles, including support vehicles, twice weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping the floor, and cleaning the windows if required. Contractor shall clean all interior items including seats, handrails, and windows weekly ass to maintain a clean vehicle. Contractor shall perform a detailed interior clean at least twice a month. During this clean, Contractor shall remove as many gums and stains as possible from the interior of vehicle.

ALL operating vehicles shall be scented with products approved by the City (at least twice a week).

The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products. Contractor shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.

18. **OPERATING RESPONSIBILITIES AND PROCEDURES.**

A. **STANDARD OPERATING PROCEDURES.** The Contractor shall provide written procedures for operation of the Service ("Standard Operating Procedures"). Any changes after award must be approved by the City in advance. These Standard Operating Procedures shall include, but not be limited to, the following:

1. Procedures for notifying City of service delays and interruptions;
2. A list of names and phone numbers of contact persons who can make operating decisions and be reached;
3. Accident review procedures and Operator corrective processes;
4. Radio check in and coordination procedures for maintaining vehicle headways, including procedures for GPS/Automated Vehicle Location reporting;

5. Description of Operator training (including hospitality and courtesy training)
6. Procedures for operating vehicles and providing service, including procedures to insure that stop announcements are made by bus operators;
7. Procedures for daily servicing;
8. Procedures for dispatching Vehicles to achieve balanced accumulation of mileage for each Vehicle in the fleet and accomplish required Service and maintenance;
9. Contingency plan for emergencies such as accident, fire, mechanical failure, inclement weather, and criminal activity;
10. Procedures for the handling of public and internal comments and complaints, and;
11. Operator safety, recognition and rewards program, and disciplinary procedures for the Operator misconduct. Special attention should be paid to an incentive program for front line employees who provide excellent customer service.
12. Customer service guidelines, employee standards of conduct.
13. Supervision, with sufficient supervisory level personnel to respond to service problems, monitor performance schedules and procedures, and enable operators to communicate with the base office, during all Hours of Operation.
14. Drug and Alcohol Testing program pursuant to Section 440.102, Florida Statutes. A description of this program shall be submitted upon execution of this Agreement.

B. ADDITIONAL OPERATING PROCEDURES. The CONTRACTOR will observe all safety rules and other requirements of regulatory bodies having jurisdiction over the Service Area and operate the Vehicles with the highest regard for all aspects of safety.

1. The Contractor will not use or allow the Vehicles to be used for any illegal purpose.
2. The Vehicles shall not be used for towing, pushing or any purpose other than the transportation of passengers.
3. The Contractor shall not overload the Vehicles beyond their specified carrying capacity nor operate a Vehicle in an unsafe manner.
4. No other use may be made of the Vehicles dedicated to the City except as specifically authorized in writing by the City.
5. All Vehicles shall operate with headlights and taillights turned on while in Service.
6. City will designate specific bus stops along the routes described herein. Passengers shall be picked up and discharged only at these designated bus stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
7. Service shall be provided to all orderly persons who pay the proper fare (if applicable) and comply with passenger conduct rules and regulations established by the City. The Contactor shall not discriminate against any

paying passenger or prospective paying passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.

8. Mobility impaired passengers shall be assisted, as necessary, from the curbside to a secured position on the vehicle while boarding, or in reverse while alighting the vehicle. An Operator shall not provide assistance to a mobility-impaired passenger beyond the curbside. No assistance shall be required of an Operator, other than as specified above, if it necessitates leaving the driving position.

19. **INITIAL VEHICLE INSPECTION.** The City reserves the right to inspect any vehicle to be used as part of the proposed Transit service. Should a vehicle be found to fail to comply with the specifications included herein, the Contractor shall be responsible for performing modifications to vehicle until acceptable, and within (5) business days after notified in writing by the City.

20. **FINES OR OTHER CHARGES.** If the fines or other charges for which the Contractor is responsible are levied, assessed, charged or imposed against the City, the City will notify the Contractor in writing of this fact. The City may pay any fine or their charge, whether levied, assessed, charged, or imposed against the City for the Contractor. In the event payment is made by the City, the Contractor will reimburse the City within seven (7) calendar days after receipt of an invoice. Failure to make such reimbursement when due may, at the option of the City, be deemed a default under the Contract or be recouped from any payments due to the Contractor.

The Contractor shall be liable for any penalties imposed on the City by local, state, and federal agencies due to the Contractor's failure to obtain the proper vehicle licenses or maintain vehicles in accordance with local, state, and federal regulations. In addition, the Contractor shall be responsible for fees listed in "Performance Penalties" as applicable. Services shall be managed by the Contractor in accordance with the guidelines and parameters established herein and the attachments hereto.

21. **REPAIRS**

- A. **GENERAL REPAIRS.** Contractor shall provide as required all repairs to vehicles provided by this Contract. This includes replacement of items that are or appear to be worn out (such as seat covers).
- B. **MECHANICAL AND BODY REPAIRS.** Within two (2) days (unless parts have to be ordered) of learning of damage or the need for any repairs, the Contractor will complete or cause to have completed all mechanical repairs found necessary to maintain the function of all components and features of the Vehicles unless otherwise directed in writing by the City.
 1. The Contractor shall be responsible for providing any towing services necessary to complete repairs required. Such services shall be done in a safe manner that will not cause damage to the Vehicle, its structure or components.

22. VEHICLE RECORDS/REPORTS. The Contractor shall provide Monthly Summary Reports to the City in conjunction with submittal of its monthly invoices for payment. The format to be used for operating reports and monthly summaries shall be developed by the Contractor and approved by the City as part of Contractor's invoices for payment. Monthly report figures shall coincide with daily trip sheet totals for the month and shall be broken down on a weekly basis (from Monday to Friday). The Contractor shall certify as accurate all information given to the City.

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“AMBASSADOR STYLE CUSTOMER SERVICE”

Contractor shall make the Ambassador Style Customer Service part of the overall training required for its employees. Contractor personnel interacting with the public shall be expected to deliver excellent customer service and represent the City’s mission statement:

“To provide superior services, cultivating growth and opportunities for residents, businesses and visitors of the City of Miami Gardens”.

All drivers, dispatchers, and road supervisors employed by the Contractor when addressing passengers are expected to:

- a) Greet our Transit passengers with a smile at all times
- b) Engage passengers whenever possible by greeting them and respectfully conversing with them
- c) Thank passengers for using the Trolley and invite them to use it again in the future
- d) Help passengers with physical difficulties and/or disabilities to get in and out of the Trolley
- e) Wait for all passengers to be properly seated prior to moving the Trolley
- f) Not miss any Trolley stop or passenger. If there is a full Trolley load, drivers must stop at the Trolley stop and inform the waiting passengers that they will have to wait for the next Trolley to arrive due to a full Trolley load; advise passengers of the location of next Trolley.
- g) Make a point of waiting a few seconds at the Trolley stop if you see a nearby passenger rushing and waiving to catch the Trolley. This also applies on days with inclement weather, when passengers may be waiting for the Trolley at dry locations instead of the actual Trolley stop.
- h) Have knowledge of the route
- i) Identify best locations to idle as to avoid blocking to other vehicles whenever possible
- j) Have knowledge of the City of Miami Gardens landmarks Have knowledge of the major events dates and locations as to guide tourists
- k) Have knowledge of Miami-Dade Transit System well, being able to provide guidance to connecting routes
- l) Not eat, drink, smoke, or play loud music inside the vehicles
- m) Not text or talk on their cellphones while driving
- n) Announce stops, major intersections and direction of travel as to guide visually impaired passengers
- o) Provide accurate and understandable answers to passengers questions and/or requests
If the driver cannot provide an answer to a Transit and/or service-related question, direct customer to the City of Miami Gardens designated customer service phone number or representative. In addition, the driver’s body language (mannerism) should always denote his willingness to cooperate with the passenger.
- p) Be well groomed; wear City’s branded uniform and identification tags.
- q) Be trained in the special skills required to provide transportation to elderly and disabled passengers
- r) Understand the urge and importance of maintaining the established headways (on-time performance)
- s) Communicate with other drivers and dispatchers on a regular basis to maintain proper headways
- t) Not drive faster than 20 MPH at any given time
- u) Not leave passengers inside vehicle while on break

- v) Be on route during regular service hours (unless on break)
- w) Communicate issues, accidents, breakdowns immediately to their superiors
- x) At least once every two hours, check the climate controlled temperature and the volume of the radio throughout the vehicle to ensure they are acceptable to the passengers, and finally briefly engage with the passengers before resuming driving activities.
- y) If the CITY provides time sensitive information intended to target passengers, drivers are required to promote and disclose such information immediately.
- z) Not be rude or aggressive towards a passenger AT ANY TIME.
- aa) Be apologetic on behalf of the City when issues arise

Drivers must be communicating on radios at all times. If bunching issues occur, they must assess the situation and react accordingly. It may be possible for one driver to slow down at every stop while the other one expedites the pace.

Recommendations to further improve the customer service experience of the riders can be communicated to:

**City of Miami Gardens,
Trolley Supervisor
1050NW 163rd Drive
Miami Gardens, FL 33169**

“PERFORMANCE PENALTIES”

Contractor acknowledges that **time is of the essence** with respect to Contractor’s timely and continuous performance of the Services, and that upon failure of Contractor at any time during the Term to perform the Services within any time periods specified under this Agreement (including, without limitation, failing to timely and continuously comply with the required schedules and hours of operation for the Project), Contractor shall pay to the City the sums specifically set forth herein. Performance Penalties are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of the Contractor’s failure to meet the minimum performance standards set forth herein and the resulting deterioration in service, and both parties desiring to obviate any question of dispute concerning the amounts of said damages. The City shall have the right to deduct from and retain out of moneys which may be then due (or which may become due and payable), to Contractor, the amount of such Performance Penalties, and the Contractor shall pay in full such Performance Penalties.

The Contractor shall take all reasonable actions requested by the City to promptly correct any deficiencies in performance. Upon determination by the City of a failure to meet an established performance measure, a written notification will be delivered to the Contractor’s home office, with a copy to its local Project Manager. Performance Penalties will not be applied without the Contractor receiving a written notice specifying the issue and detailing the time and nature of the occurrence.

In the event that the Contractor fails to meet any performance standard established under this contract, adjustments in the City payment to the Contractor will be made as described below:

1. ***Uniforms:***

- \$50 per Recorded Event (First Event)
- \$100 per Recorded Event (Any Event Thereafter within a one month period)
- Drivers shall be properly uniformed and groomed, 100% of the time. Driver shall wear the City approved uniform at all times.

2. ***Service Interruption Reporting Requirements (failure to submit clear and accurate written reports within 24 hours after a service interruption occurs):***

- \$250 per recorded omission (Any case in excess of one report omission per month)

3. ***Monthly Reporting Requirements [failure to submit clear and accurate monthly reports (Including but not limited to Ridership Reports, Service Miles Reports and Service Hours Reports):***

- \$250 per recorded omission (Any case in excess of one event per year)

4. ***Graffiti/Tagging:***

- \$100 per recorded Event (Any case in excess of twenty-four hours of reported issues being unresolved)

5. **GPS Malfunction or Omission:**

- \$200 per recorded event (Any case in excess of one day without tracking services per month, unless due to a major natural disaster/emergency) This will charge only if Contractor provides equipment.

6. **Wi-Fi Malfunction or omission:**

- \$200 per recorded event (Any case in excess of one day without tracking services per month, unless due to a major natural disaster/emergency) This will charge only if Contractor provides equipment.

7. **Two-Way Radio Malfunction or omission:**

- \$250 per recorded event (Any case in excess of one driver shift (AM or PM) without radio communication between drivers per month)

8. **Surveillance Cameras Malfunction:**

- \$200 per recorded event (Any case in excess of one day without video surveillance per month, unless due to a major natural disaster/emergency)

9. **Sanitation:**

- \$100 per recorded Event (Any case in excess of one event per month)

10. **Safety:**

- \$500 per recorded Event (Any case in excess of one traffic citation)
- Contractor shall report all traffic citation incidents within three (3) days of citation date. Failure to report citations to the City shall result in doubling the penalty amount to \$1,000 for each citation that is not reported on a timely basis.

11. **Fines:**

- If any penalty is imposed upon the City by a local, state or federal agency due to the Contractor's failure to operate or maintain the vehicles properly, the Contractor shall owe the City an amount equal to double the amount of the original penalty.

12. **Reliability:**

- 95% on-time performance (no more than 5 minutes late at any stop location).
- Fee will be \$100 per event (in excess of the above). Specific procedures to collect supporting data will be set during contract start-up.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 25, 2015		Item Type:	Resolution X	Ordinance	Other
Fiscal Impact:	Yes	No	Ordinance Reading:		1st Reading	
		X	Public Hearing:		Yes	No
					X	
Funding Source:	Miami Dade County Building Better Communities General Obligation Bond		Advertising Requirement:		Yes	
					No X	
Contract/P.O. Required:	Yes X	No	RFP/RFQ/Bid #:		Miami Dade County Call to Artists: North Dade Optimist Park Recreation Building	
Strategic Plan Related	Yes X	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>	
Sponsor Name	Cameron Benson, City Manager		Department:		Capital Improvement Projects	

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, WAIVING THE REQUIREMENTS OF ARTICLE IV OF CHAPTER 20 (ART IN PUBLIC PLACES); COMMISSIONING THE SERVICES OF NORLAND MIDDLE SCHOOL IN THE AMOUNT OF TWELVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$12,750) TO IMPLEMENT THE PUBLIC ART DESIGN CONCEPT AT THE NORTH DADE OPTIMIST PARK RECREATION BUILDING; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT ATTACHED HERETO IN SUBSTANTIAL FORM AS EXHIBIT "A", FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

**Item K-12) Consent Agenda
Resolution
Public Art Design Concept/North Dade Optimist Park Rec. Bldg**

Background:

On September 12, 2012, the City Council adopted Resolution No. 2012-132-1727, which authorized the City Manager to execute an agreement with Miami-Dade County for the acceptance of Building Better Communities General Obligation Bond (GOB) to fund construction for the community recreation facility at North Dade Optimist Park.

In accordance with City Ordinance No. 2010-22-230 Art in Public Places, as well as the Building Better Communities General Obligation Bond (GOB) contract for North Dade Optimist Park, the City must allocate 1.5% (\$14,500) of the eligible project construction and design costs (\$966,666.66) to integrate public art at this facility.

Current Situation:

At the September 22, 2014 council meeting, the Mayor and City Council determined that Norland Middle School (Magnet Art Program) should design and implement the public art component at the North Dade Optimist Park Recreation Building.

Total allocation for this Project (1.5% of eligible costs)	\$14,500.00
Future maintenance	<u>- \$1750.00</u>
Implementation of recommended art work	\$12,750.00

The commissioning of Norland Middle School to implement the attached proposed artwork design concept in the contract sum of \$12,750.00 will provide a functional, professional work of visual public art on the exterior columns of the North Dade Optimist Park Recreation Building, beautifying the facility for all to appreciate. Additionally, the installation of the work of art will allow the City to remain in compliance with the aforementioned City ordinance, and receive the reimbursement of contracted County GOB funds.

Fiscal Impact

There is available funding under County’s GOB contract number 54-71066 for the above expenses. To-date, the available balance under this contract subtracting any unreimbursed expenses and encumbrances is \$35,222.00.

Proposed Action:

It is recommended that the City Council authorize the City Manager to commission the services of Norland Middle School in the contract sum of \$12,750.00 to implement the attached public art design concept at the North Dade Optimist Park Recreation Building.

Attachments

Attachments:

- A- Art in Public Places Design Concept Proposal, presented by Norland Middle School
- B- Art in Public Places Artwork Warranty Proposal, provided by Norland Middle School
- C- Two-Phase Commission Contract

RESOLUTION NO. 2014_____

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2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, WAIVING THE REQUIREMENTS OF ARTICLE IV
5 OF CHAPTER 20 (ART IN PUBLIC PLACES); COMMISSIONING THE
6 SERVICES OF NORLAND MIDDLE SCHOOL IN THE AMOUNT OF
7 TWELVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$12,750)
8 TO IMPLEMENT THE PUBLIC ART DESIGN CONCEPT AT THE NORTH
9 DADE OPTIMIST PARK RECREATION BUILDING; AUTHORIZING THE
10 CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST
11 RESPECTIVELY, THAT CERTAIN AGREEMENT ATTACHED HERETO
12 IN SUBSTANTIAL FORM AS EXHIBIT "A", FOR THIS PURPOSE;
13 PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING
14 FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
15 EFFECTIVE DATE.
16

17 WHEREAS, On September 12, 2012, the City Council adopted Resolution No.
18 2012-132-1727, which authorized the City Manager to execute an agreement with
19 Miami-Dade County for the acceptance of Building Better Communities General
20 Obligation Bond (GOB) to fund construction for the community recreation facility at
21 North Dade Optimist Park, and

22 WHEREAS, the Building Better Communities General Obligation Bond (GOB)
23 contract for North Dade Optimist Park requires that the City allocate 1.5% (\$14,500) of
24 the eligible project construction and design costs (\$966,666.66) to integrate public art at
25 this facility, and

26 WHEREAS, Article IV of Chapter 20 of the City's Code of Ordinances (Art in
27 Public Places) outlines a process for selecting art whenever the City funds a
28 construction project, and

29 WHEREAS, the City would like to commission Norland Middle School to
30 implement an artwork design at the North Dade Optimist Park Recreation Building, and

31 WHEREAS, there is available funding under County's GOB contract number 54-
32 71066 for the above expenses,
33

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

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

39 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
40 hereby waives the requirements of Article IV of Chapter 20 (Art in Public Places) and
41 commissions the services of Norland Middle School in the amount of Twelve Thousand
42 Seven Hundred Fifty Dollars (\$12,750) to implement the public art design concept at the
43 North Dade Optimist Park Recreation Building. The City Council further authorizes the
44 City Manager and the City Clerk to execute and attest respectively, that certain
45 Agreement attached hereto in substantial form as Exhibit "A."

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

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

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

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OLIVER GILBERT, III, MAYOR

ATTEST:

62 _____
63 RONETTA TAYLOR, MMC, CITY CLERK

64
65
66 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

67
68
69 SPONSORED BY:

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

ARTIST SERVICES AGREEMENT
BETWEEN
CITY OF MIAMI GARDENS
AND
NORLAND MIDDLE SCHOOL
FOR
PHASE I – DESIGN SERVICES
&
PHASE II – FABRICATION & INSTALLATION SERVICES
FOR THE
NORTH DADE OPTIMIST PARK RECREATION BUILDING

THIS ARTIST SERVICES AGREEMENT FOR PHASE – I DESIGN SERVICES AND PHASE II – FABRICATION & INSTALLATION SERVICES "**Agreement**"), is made and entered into this _____ day of _____, 2014, by and between the City of Miami Gardens and hereinafter referred to as the "**City**," and Norland Middle School hereinafter referred to as the "**Artist**."

WITNESSETH:

WHEREAS, the City is implementing a public art program as set forth in Section 20.201 of the City of Miami Gardens Code of Ordinances, and

WHEREAS, in accordance with Section 20.201-20.212, whenever the city appropriates funds for city construction projects, an appropriation of funds are to be set aside for art in public places, and

WHEREAS, Section 20.201-20.212, provides for a process for selecting works of art for this purpose, which includes a ranking process and a review of the proposed art by the Art in Public Places Advisory Committee, and

WHEREAS, the City Council has waived the appropriations requirement of Sections 20.201-20.212, however, the City would like to ensure that art is erected at the North Dade Optimist Park_____, and

WHEREAS, Norland Middle School has an Art Program, and

WHEREAS, the City would like to waive the appropriations requirement of the Art in Public Places Ordinance and instead, contract with Norland Middle to provide the art at the North Dade Optimist Park,_____

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

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

DEFINITIONS

WORDS AND TERMS

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

Artist

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

City

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

Director

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

ARTICLE I

SCOPE OF SERVICES

1.1 BASIC SERVICES - PHASE I Design

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

1.1.A)

1.2 PROCEDURE – PHASE I Design

The Artist shall determine/refine the artistic expression, size, material, texture, color, location and method of fabrication of the Work, all subject to review and

acceptance by the Director for compliance with the City's intent for the Project, any related project feasibility considerations as may be applicable, as provided below:

- 1.2.A) Promptly after the approval by the City of the Conceptual Design Proposal, Work Plan, and preliminary project budget, the Artist shall meet with the Director and the Construction Project Team in order to coordinate the process and schedule milestones for the completion of critical tasks and delivery of submittals pursuant to the Services to be performed under this Agreement.
- 1.2.B) The Artist shall coordinate the completion of the Services outlined in this Agreement with the schedule approved by Director, and shall complete the Instruments of Services for Phase I – Design on or before May 15, 2015.
- 1.2.C) All required submittals shall be delivered to the Director in sufficient form to allow for review, comments, and acceptance of the material. Submittals may be delivered for preliminary review in an acceptable electronic format (PDF). All submittals are subject to review and comments by the Director, the Director's designated staff, and the Construction Project Team.
- 1.2.D) Timeframe for completing the review and acceptance of submittals is at the sole discretion of the Director. However, a reasonable time of 10 working days shall be anticipated for completion of each required review.
- 1.2.E) The Artist shall, upon completion of the Services outlined in this Agreement and prior to final payment, submit to the Director a **Schedule which shall be coordinated with the Construction Project Team's then current updated and approved construction schedule shall not exceed \$7,750.00.**
- 1.2.F) The Artist shall, upon completion of the Services outlined in this Agreement and prior to final payment, submit proof to the Director, final releases of claims from each of its subconsultants, subcontractors, vendors, and material suppliers, that satisfies the requirements of the City.

1.3 BASIC SERVICES – PHASE II Fabrication and Installation

It is anticipated that based on the satisfactory completion of Phase I Design Services and notice of acceptance by the Director, basic services for Phase II Fabrication and Installation may be negotiated by and between the Artist and the Director, including additional fees and costs as are appropriate. Negotiations for Phase II Services may commence during performance of this Agreement or after the completion of the Services outlined herein, if mutually agreed upon in writing

by the Artist and the City. The Phase II negotiated services, if approved by the City, will be incorporated into this Agreement by form of an Amendment and/or Addendum as deemed appropriate by the Director. The following Basic Services may be contracted in whole or in part as a result of the Director's acceptance of the Phase I Design Services and may be negotiated at a later date:

- 1.3.A) Fabrication of the Work: when the Work is to be fabricated and installed by the Artist.
- 1.3.B) Construction Management Services: to include the on-site observation and monitoring of the progress, process, and quality of installation of the Work, when the Work is to be installed under the Construction Manager at Risk contract, and which involves the Artist's making periodic trips to the site to assist the Director and the Construction Project Team in verifying compliance with the Construction Documents and the Artistic Design Intent as developed for the Work.
- 1.3.C) Installation: of special items or of the Work when deemed by the Director as not able or desirable to be completed by any party other than the Artist.
- 1.3.D) Review and Approval: of Artist's design-related construction material samples, shop drawings and/or other third party submissions for conformance with the Construction Documents and the Artist's Design Intent as developed for the Work.
- 1.3.E) Documentation & Reporting: to include providing the Director and the Construction Project Team with field reports documenting site activity observed with any recommendations necessary to assure conformance to Construction Documents and the Artist's Design Intent as developed for the Work.
- 1.3.F) Documentation of the Work. The Artist shall, upon installation of the Work and on or before submittal of a final request for payment, deliver to the Director the following documentation of the Work for the City:
 - 1.3.F.1) Two (2) CDs containing high resolution (image size not smaller than 5x7 with a resolution of at least 300 dpi) and low resolution digital photographs (4x6 size at 100 dpi) of the completed Work, taken from at least three (3) different viewpoints, for a total of no less than twelve (12) images;
 - 1.3.F.2) Two (2) sets of at least four (4) different 8" x 10" color photographic prints that best represent the completed Work;

1.3.F.3) Three (3) copies of each booklet, brochure, catalogue, print or invitation notice, if any, prepared by or at the direction and control of the Artist, pertaining to the Work performed under the terms of this Agreement; *and*

1.3.F.4) One (1) full set of "as built" drawings as well as any and all construction, fabrication and installation specifications, drawings or other documentation pertaining to the Work.

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

1.4 PROCEDURE – PHASE II Fabrication and Installation

Authorization to proceed with Phase II is contingent upon successful completion of Phase I – Design and on the new North Dade Optimist Park Recreation Building project generating the funding for this artwork commission. Additional terms and conditions for Phase II Work may be incorporated into this Agreement via Amendment or Addendum as deemed appropriate by the Director, and approved by the City, and as particularly described below:

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

submittal of a final payment request for services outlined in Phase II Agreement.

ARTICLE II

COMPENSATION

2.1 FIRM FIXED PRICE

The City shall pay the Artist a Fixed Fee (the "**Artist's Fixed Fee**") for PHASE I - Design in the fixed fee amount of FIVE THOUSAND DOLLARS & NO CENTS (**\$5,000**) (the "**Contract Amount**"). THE FIXED FEE SHALL CONSTITUTE FULL COMPENSATION FOR ALL SERVICES AND MATERIALS TO BE PERFORMED AND FURNISHED BY THE ARTIST UNDER THIS AGREEMENT, INCLUDING THE ARTIST'S FEE, CONSULTING FEES, AND/OR ANY RELATED OVERHEAD EXPENSES AND TRAVEL.

2.2 METHOD OF PAYMENT

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

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

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

2.2.B) Phase II – Fabrication & Installation

Disbursement of payments due to the Artist for Phase II – Fabrication & Installation Services shall be determined by the Director and the Artist upon completion and acceptance by the Director of Phase I – Design and incorporated herein as an addendum (Phase II Payment Schedule Addendum), in accordance with applicable provisions set forth in this Agreement. The Artist's Fee for Phase II shall be negotiated by the Artist and the Director subject to the finalized scope of services submitted by the Artist and approved by the Director and incorporated as an addendum to this Agreement. The Director reserves the right to either itemize fees payable under Phase II or issue the Addendum based on a lump sum amount, which cumulative amount shall not exceed the Contract Amount stipulated under Section 1.2.E above. The Artist shall be responsible for procuring the services of a licensed subcontractor to procure all necessary permits, bonding and insurance as needed for any of the Work.

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

ARTICLE III

TIME OF PERFORMANCE

3.1 DURATION

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

3.2

3.3 EARLY COMPLETION OF THE ARTIST SERVICES

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

3.4 DELAY BY ARTIST

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

ARTICLE IV

GENERAL CONDITIONS-PHASE I & II

4.1 OWNERSHIP OF INSTRUMENTS OF SERVICE

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

4.2 TIME EXTENSIONS

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

4.3 WARRANTY OF ORIGINALITY

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

4.4 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

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

4.5 INDEPENDENT CONTRACTOR

The Artist is an independent contractor and nothing in this Agreement shall be construed as constituting the Artist an employee, agent or representative of the City. Any employee of the City shall not supervise the Artist, nor shall the Artist

exercise supervision over any employee or officials of the City. There are no third party beneficiaries to this Agreement.

4.6 TERMINATION AND SUSPENSION OF SERVICES

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

4.6.A) Termination for Convenience

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

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

4.6.B.) Termination for Cause

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate.

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

4.6.B.2) If default by the Artist, all finished and unfinished drawings, sketches, photographs, maquettes, prototypes, or other work products prepared and submitted by the Artist under this

Agreement shall at the City's option become its property, provided that no right to fabricate and or execute the Work shall pass to the City. The City shall promptly compensate the Artist for all services performed satisfactorily by the Artist prior to termination.

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

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

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

4.7 PUBLICITY AND NEWS RELEASES

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

4.8 CODE COMPLIANCE

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

4.9 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

In connection with the execution of this Agreement, the Artist shall not discriminate against employees or applicants for employment because of race, religion, color, age, sex, ancestry, marital status, physical handicap, place of birth, sexual orientation, or national origin. The Artist shall take affirmative

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

4.10 ON SITE SUPERVISION

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

4.11 FINAL ACCEPTANCE

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

4.12 RISK OF LOSS

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

4.13 INSURANCE

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

- A) Worker's Compensation Insurance for all employees as required by Florida Statute 440.
- B) Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. City of Miami Gardens must be shown as an additional insured with respect to this coverage.

- C) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D) Owner's Protective Liability Insurance-issued in the name of City of Miami Gardens as sole insured, in an amount as indicated in (B) above. This policy must be endorsed to indicate that any premium whether deposit or final, shall be the sole obligation of the Artist and/or its Contractor.

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

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

or

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

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

4.14 INDEMNITY

Except as specified in subparagraph 4.21(d) below, the terms of which shall govern and control, the Artist shall defend, indemnify and hold the City and its officers, employees, agents and instrumentalities from any and all liability, losses and damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits or causes of actions or proceedings of any kind of nature arising out of, relating to or resulting from Artist's performance of this Agreement, the negligent performance or willful misconduct of the Artist, made or its employees, agents, servants, partners, principals or subcontractors. The Artist shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Artist expressly

understands and agrees that any insurance protection required by this agreement or otherwise provided by the Artist shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

4.16 CHANGES/ADDITIONAL SERVICES

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

4.17 CLAIMS FOR ADDITIONAL COMPENSATION

4.17.A) No claims for additional compensation, time extension or for any other relief under the Agreement shall be recognized, processed, or treated in any manner unless the same is presented in accordance with this Article. Failure to present and process any claim in accordance with this Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Agreement.

4.17.B) Each and every claim shall be made in writing and delivered to the Director as soon as reasonably practicable after the event, occurrence or non-occurrence which gives rise to such claim, however, in no event later than 10 days after the event or occurrence. Verbal, telephone or facsimile notice shall be given in those instances where delay in presenting the claim would result in the conditions causing the claim to change, thereby requiring an immediate need to examine the job site or other conditions to ascertain the nature of the claim before the condition(s) disappear or become unobservable. Any such oral or facsimile notice shall be followed, at the earliest practicable time, but in no event more than

10 days after the event causing the claim, by written confirmation of the claim information.

4.17.C) Each and every claim shall state:

4.17.C.1. The date of the event or occurrence giving rise to the claim. In the case of a claim arising from a claimed nonperformance, the date when it is claimed that performance should have occurred shall be stated.

4.17.C.2. The exact nature of the claim, including sufficient detail to identify the basis for the claim, including by way of example only, such detail as job site location, affected trades, contract clauses relied upon, schedule references, correspondence or any other details reasonably necessary to state the claim.

4.17.C.3. The claim shall clearly state whether additional monies are part of the claim. If known, the dollar value associated with the claim shall be stated. If unknown, the notice shall indicate the types of expenses, costs or other monetary items that are reasonably expected to be part of the claim amount.

4.17.C.4. The claimed items of additional compensation shall be properly documented and supported with copies of invoices, time sheets, rental agreements, crew sheets and the like.

4.17.C.5. Any claim for additional monies that also involves a request for an Agreement time extension shall be submitted together with the amount of time being requested and the supporting data including applicable scheduling references supporting the claim.

4.17.C.6. No reservation of rights will be effective to preserve any claims that are not fully documented and submitted in accordance with requirements of this Agreement. Failure of the Artist to make a specific reservation of rights regarding any such disputed amounts within the Request for Partial Payment or the Request for Final Payment shall be construed as a waiver, abandonment and relinquishment of all claims for additional monies resulting from the claim,

- 4.17.D) The currently approved schedule(s) for the Work shall be the basis for interpreting any and all time-associated provisions of the Agreement including proposed time extensions. Proposed time extensions must include a time impact analysis (TIA), clearly showing the impact on the current schedule, and conclusively proving the validity of the proposed extension.
- 4.17.E) Director and or his designee shall be allowed full and complete access to all personnel, documents, work sites or other information reasonably necessary to investigate any claim. Within 60 days after a claim has been received, the claim shall either be recognized or if the claim is not recognized within 60 days it shall be deemed denied. If the claim is recognized, the parties shall attempt to negotiate a satisfactory settlement of the claim, which settlement shall be included in a subsequent amendment and or addendum to this Agreement to be approved by the City. If the parties fail to reach an agreement on a recognized claim, the City shall pay to the Artist the amount of money it deems reasonable to compensate the Artist for the recognized claim.
- 4.17.F) The Artist shall not cease work on account of any denied claim or any recognized claim upon which an agreement cannot be reached.
- 4.17.G) With regard to any and all claims for additional compensation resulting from delays to the Work, the Artist assumes all risk for the following items, none of which shall be the subject of any claim and none of which shall be compensated for except as they may have been included in the compensation for indirect costs.
- (1) Home office expenses or any direct costs incurred
 - (2) Loss of anticipated profits on this or any other project
 - (3) Loss of bonding capacity or capability
 - (4) Losses due to other projects not bid on
 - (5) Loss of business opportunities.
 - (6) Loss of productivity on this or any other project
 - (7) Loss of interest income on funds not paid
 - (8) Costs to prepare, negotiate or prosecute claims
 - (9) Costs spent to achieve compliance with applicable laws and ordinances

4.18 RIGHT OF DECISION

All Services shall be performed by the Artist at the sole direction of and to the reasonable satisfaction of the Director who shall decide all claims, questions or disputes concerning the prosecution and fulfillment of the Services hereunder, and the character, quality, amount and value thereof, and the Director's decisions thereon shall be conclusive and binding upon the parties hereto unless such

determination is clearly arbitrary or unreasonable. All decisions of the Director shall be written and transmitted, pursuant to Section 4.19 to the Artist. In the event that the Artist does not concur in the judgments of the Director, the Artist shall present his written objections to the City Manager within thirty (30) days from the date of the Artist's receipt of such written decision. The Director and the Artist shall abide by the decision of the City Manager.

4.19 NOTICES

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

If to the City:

Cameron D. Benson, City Manager
18605 NW 27th Avenue
Miami Gardens, Florida 33056

If to the Artist:

Norland Middle School

With a copy to :

Sonja K. Dickens, City Attorney
18605 NW 27th Avenue
Miami Gardens, Florida 33056

4.20 SURVIVING COVENANTS

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

4.20.A) Maintenance of the Work. The City recognizes that although normal maintenance of the Work will involve simple and relatively inexpensive procedures, such maintenance on a regular basis is essential to the integrity and authenticity of the Work. The City shall assure such regular maintenance according to the written specifications of the Artist, and shall protect and maintain the Work against the ravages of time, vandalism and the elements, and to the extent practicable shall make all significant repairs and restorations of the Work in accordance with Section 4.20(E) below.

- 4.20.B) Notice. The City shall at its expense prepare and install at the Site, pursuant to the written instructions and subsequent approval of the Artist, a tasteful public notice including the Artists' name, and shall maintain such notice in good repair against the ravages of time, vandalism and the elements.
- 4.20.C) Permanent Record. Issuance of Final Payment for the Work shall indicate to the Artist the official acceptance and adoption of provisions of this Article IV.
- 4.20.D) Alteration of the Site or of the Work. It is an inherent nature of any site to be vulnerable to physical alterations of varying degrees that may arise out of a functional need consistent with its intended design and usage and/or the operational requirements of the Site. Respectively, the integrity and authenticity of the Work may become compromised by an alteration of the Site if the Work is an integral component of the Site. It is with the express understanding above that the Artist hereby agrees to waive all rights to monetary compensation for any acts arising out of operational requirements which may cause alterations to the Site and/or the Work.

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

- 4.20.E) Repairs & Restorations of the Work. The City shall have the right to determine when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the Artist shall have the right to approve all repairs and restorations of a significant nature. If the Artist fails or refuses to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, the Artist shall be given the opportunity to make or personally supervise significant repairs and restorations and the Artist may, at the discretion of the City, be paid a reasonable fee for any such service, provided that both parties prior to the execution of such services mutually agree upon the fee in writing.

- 4.20.F) Changes of Address. The Artist shall notify the City of changes of address and telephone/fax numbers, and his/her failure to do so, if such failure prevents the City from locating him/her, shall be deemed a waiver by the Artist of his/her rights to enforce those provisions of this Agreement that require the express approval of the Artist.
- 4.20.G) Copyright Transfer. The Artist shall notify the City of a transfer in the ownership of the copyright and provide name, title, current address and telephone/fax numbers to the City in such event. Any transfer of copyright must carry with it the requirement for the City's right to appropriate use of all material data and documentation for public exhibition, publication, and or recordkeeping purposes of the City.

4.21 MISCELLANEOUS CONDITIONS

- 4.21.A) Project Coordination. The Artist and/or his subcontractor(s) will conduct their operations in coordination with the Construction Project Team so as to minimize any impact on the progress of other work by others. The Artist and/or his subcontractor(s) may be required from time to time to attend site coordination meetings and provide the Director upon request updated schedules for the Work.
- 4.21.B) Notice of Potential Project Delays and or Claims for Additional Compensation. The Artist shall notify the Director in writing of any potential claims for construction delays and/or for additional compensation which may arise within the scope of this Agreement pursuant to the conditions set forth in Section 4.17. Failure to do so shall constitute a waiver of the claim.
- 4.21.C) Site Inspections/Site Conditions/Staging Requirements. Prior to mobilization, the Artist and/or his subcontractor(s) shall visit and inspect the Site. Subsequent to such inspection and throughout the course of the Work the Artist shall notify the Director of any storage, access, power, water and other requirements for proper installation of the Work that are not to be provided by the Artist. The Artist shall notify the Director in writing of any adverse Site conditions that may impede or otherwise impact the smooth and normal progress of the Work and which require resolution before proceeding with any portion of the Work. The Artist shall provide such notice within a reasonable amount of time so as to allow the Director to properly coordinate with the field and not create any delays to the construction schedule.

- 4.21.D) Job Safety. The Artist and/or his subcontractor(s) are responsible for compliance with OSHA and/or other Federal, State, County or City safety requirements and shall ensure said compliance is maintained throughout the duration of the Work.
- 4.21.E) Restricted "Off" Work Hours. Where applicable, the Artist and/or his subcontractor(s) shall observe and comply with any Restricted "Off" Work Hours requirements. Artist shall submit to the Director in writing any request(s) to perform work other than during "normal work hours" and said request shall be subject to approval by the Construction Management Team.

4.22 GENERAL PROVISIONS

- 4.22 (A) Governing Law and Legal Fees. This Agreement shall be governed by and interpreted under the laws of Florida, and venue for all actions in a court of competent jurisdiction shall lie in Dade County, Florida.
- 4.22 (B) Compliance with Laws. CONSULTANT in the conduct of its activities under this Agreement, shall comply in all material respects with all applicable federal, state, and local laws and regulations.
- 4.22(C) Severability Clause. In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- 4.22(D) Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions or provisions of this Agreement, shall not be construed to be a waiver of any other covenant, condition or provision of this Agreement.
- 4.22(E) Assignability. This Agreement is not assignable by the parties.
- 4.22(F) Attorneys' Fees. Should any dispute arise hereunder, the prevailing party shall be entitled to recover against the non-prevailing party all costs, expenses and attorneys' fees incurred by the prevailing party in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.
- 4.22 (G) Amendments/Statements. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal

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

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

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

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

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____, 2014.

ATTEST:
RONETTA TAYLOR, CMC

CITY OF MIAMI GARDENS, FLORIDA

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

ATTEST:

BY: _____
ARTIST

WITNESS



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 25, 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:	<i>(Enter Fund & Dept)</i> CITT		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	<i>City of Miami Bid #437315 Leasing of Traffic Law Enforcement Motorcycles</i>			
	X						
Sponsor Name	City Manager, Cameron Benson		Department:	Public Works			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO. 2014-214-2193 WHICH AUTHORIZED A LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., TO AMEND THE TERM OF SAID AGREEMENT TO TWENTY-FOUR (24) MONTHS AND TO AUTHORIZE THE LEASING OF SIX (6) MOTORCYCLES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens Police Department was established in 2007, and included a Traffic Enforcement Unit consisting of three (3) motorcycle officers. At the time of inception these officers were each equipped with a Harley Davidson motorcycle purchased by the City. At the time the motorcycles were acquired, the life expectancy of these motorcycles was calculated at 5 years. These motorcycles are now 6 to 7 years old and due to their normal wear and tear, as well as high mileage, they have outlived their cost effectiveness. The acquisition of five (5) 2015 model, Harley Davidson motorcycles would substantially reduce the cost of breakdowns normally expected from the presently used older model motorcycles. The expansion of the Traffic Enforcement Unit to five (5) motorcycles would also allow the police department to capably handle the extensive and growing traffic being experience in City's main traffic corridors. The leasing of the motorcycles for a two (2) year period

**Item K-13) Consent Agenda
Resolution
Amendment to Reso/Lease Agreement with Peterson's
Harley-Davidson of Miami, LLC**

would completely remove all maintenance costs (with the exception of clutch parts) from the use of these motorcycles during the lease period.

Current

On July 22, 2014, Bid No. 437315– “Leasing of Traffic Law Enforcement Motorcycles for City of Miami Police” was issued by the City of Miami, requesting bids to lease current model FLHP Harley Davidson Road King Solo Law Enforcement Motorcycles. On October 9, 2014, Peterson’s Harley-Davidso of Miami, LLC was awarded the Bid # 437315 by the Miami City Commissioners. The award is for two (2) years with one (1) option to renew for a two (2) year period.

The Miami bid #437315 allows for other governmental entities to utilize the same terms and conditions for leasing.

Fiscal Impact

The lease agreement requires monthly payments in the amount of \$500.00 for each motorcycle. For FY 2015 \$33,000 is available for this purpose.

Proposed Action:

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a motorcycle lease agreement with Peterson’s Harley-Davidson of Miami LLC in an amount of \$60,00.00 for five (5) motorcycles for two (2) years.

Attachment:

City of Miami Bid #437315

City of Miami Resolution

City of Miami Gardens Lease

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING RESOLUTION NO. 2014-214-2193 WHICH AUTHORIZED A LEASE AGREEMENT WITH PETERSON'S HARLEY-DAVIDSON OF MIAMI, L.L.C., TO AMEND THE TERM OF SAID AGREEMENT TO TWENTY-FOUR (24) MONTHS AND TO AUTHORIZE THE LEASING OF SIX (6) MOTORCYCLES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On December 11, 2014, the City Council of the City of Miami Gardens approved Resolution No. 2014-214-2193, which authorized the City Manager and the City Clerk to enter into a two year lease agreement with Peterson's Harley Davidson of Miami, L.L.C. to acquire five (5) 2015 model Harley Davidson police motorcycles, and

WHEREAS, City staff would like to amend that resolution to authorize the purchase of six (6) motorcycles and to amend the term to a twenty-four (24) month period,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes an amendment to 2014-214-2193, which authorized a Lease Agreement with Peterson's Harley-Davidson of Miami, L.L.C. for certified traffic law enforcement motorcycles, to authorize an amendment to the term of said agreement to twenty-four (24) months and to authorize the leasing of six (6) motorcycles.

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

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

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OLIVER GILBERT, III, MAYOR

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41 **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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57

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

58

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

59

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

60

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)

64



City of Miami

Invitation for Bid (IFB)

Purchasing Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: <http://ci.miami.fl.us/procurement>

IFB Number:	437315
Title:	IFB for Leasing of Traffic Law Enforcement Motorcycles for City of Miami Police
Issue Date/Time:	22-JUL-2014
IFB Closing Date/Time:	06-AUG-2014 @ 13:00:00
Pre-Bid Conference:	
Pre-Bid Date/Time:	
Pre-Bid Location:	
Deadline for Request for Clarification:	Monday, July 28, 2014 at 3:00 PM
Buyer:	Byrnes, Terry
Hard Copy Submittal Location:	City of Miami - City Clerk 3500 Pan American Drive Miami FL 33133 US
Buyer E-Mail Address:	TByrnes@miamigov.com
Buyer Facsimile:	(305)400-5230

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS: .

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

SUPPLIER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ BEEPER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.

Certifications

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Address, City, State, Zip, Phone:

Office Location: City of Miami, Miami-Dade County, or Other

Occupational License Number:

Occupational License Issuing Agency:

Occupational License Expiration Date:

Will Subcontractor(s) be used? (Yes or No)

If subcontractor(s) will be utilized, provide their name, address and the the portion of the work they will be responsible for under this contract (a copy of their license(s) must be submitted with your bid response):

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

Reference No. 1: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 1: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 1: Name of Contact Person and Telephone Number for above reference no. 1

Reference No. 1: Date of Contract or Sale for above reference no. 1

Reference No. 2: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 2: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 2: Name of Contact Person and Telephone Number for above reference no. 2

Reference No. 2: Date of Contract or Sale for above reference no. 2

Reference No. 3: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 3: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 3: Name of Contact Person and Telephone Number for above reference no. 3

Reference No. 3: Date of Contract or Sale for above reference no. 3

Delivery/Availability: Indicate the Number of Calendar Days Required to Furnish the Motorcycles:

Line: 1

Description: **Two Year Lease for Each Traffic Law Enforcement Motorcycle by General Services Administration for City of Miami Police Department (without Full Maintenance)**

Category: **97550-00**
Unit of Measure: **Each**

Unit Price: \$ _____ Number of Units: **28** Total: \$ _____

Manufacturer _____

Model Number _____

Line: 2

Description: **Two Additional Year Lease for Each Traffic Law Enforcement Motorcycle by General Services Administration for City of Miami Police Department (without Full Maintenance)**

Category: **07156-00**
Unit of Measure: **Each**

Unit Price: \$ _____ Number of Units: **28** Total: \$ _____

Manufacturer _____

Model Number _____

Line: 3

Description: **Two Year Lease for Each Traffic Law Enforcement Motorcycle by General Services Administration for City of Miami Police Department (with Full Maintenance)**

Category: **07012-00**
Unit of Measure: **Each**

Unit Price: \$ _____ Number of Units: **28** Total: \$ _____

Manufacturer _____

Model Number _____

Line: 4

Description: **Two Additional Year Lease for Each Traffic Law Enforcement Motorcycle by General Services Administration for City of Miami Police Department (with Full Maintenance)**

Category: **98156-00**
Unit of Measure: **Each**

Unit Price: \$ _____ Number of Units: **28** Total: \$ _____

Manufacturer _____

Model Number _____

Line: 5

Description: **Buy Back Agreement Amount for Each Traffic Law Enforcement Motorcycle by General Services Administration for City of Miami Police Department at Completion of Contract Period**

Category: **07156-00**
Unit of Measure: **Each**

Unit Price: \$ _____ Number of Units: **28** Total: \$ _____

Line: 6

Description: **Transportation Charges: Pick-Up and Delivery of Motorcycle(s) As Needed**

Category: **98156-00**
Unit of Measure: **Each**

Unit Price: \$ _____ Number of Units: **1** Total: \$ _____

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Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

1.3. ACCEPTANCE/REJECTION – The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA – It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: <http://www.ci.miami.fl.us/procurement>

1.5. ALTERNATE RESPONSES MAY BE CONSIDERED - The City may consider one (1) alternate response from the same Bidder/Proposer for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder/Proposer shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment

proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.10. AWARD OF CONTRACT:

A. The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

B. The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

C. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

D. The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

E. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

F. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

G. The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

H. A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15. CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.16. CAPITAL EXPENDITURES - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable

for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION –Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami’s Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

- A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I. City Procurement Ordinance City Code Section 18, Article III.
- J. Conflict of Interest, City Code Section 2-611;61.
- K. Cone of Silence, City Code Section 18-74.
- L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk’s Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a “Cone of Silence” is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

A. Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person or business entity.

B. Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the City or any person or agency acting for the City, and has not appeared in representation of any third party before any

board, commission or agency of the City within the past two years. Bidder/Proposer further warrants that he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the City, imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER/PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

- (1)** Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
- (2)** Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- (3)** Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
- (4)** Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
- (5)** Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.
- (6)** False certification pursuant to paragraph (c) below.
- (7)** Found in violation of a zoning ordinance or any other city ordinance or regulation and for which

the violation remains noncompliant.

(8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS – An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27. DEFAULT/FAILURE TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.
- C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on

this Contract.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A “responsive” response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City’s Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

- 1) Addenda (as applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor’s response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor’s Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33. ESTIMATED QUANTITIES –Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A.Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1) Bidder/Proposer fails to acknowledge receipt of addenda;
- 2) Bidder/Proposer mistates or conceals any material fact in the Response ;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -

Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.39. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making Protected Health Information (PHI) available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION - Contractor shall indemnify, hold harmless and defend the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statutes, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

1.43. FORMATION AND DESCRIPTIVE LITERATURE –Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.44. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.45. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via

fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

1.47. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE

A. City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."

B. City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

1.49. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through

the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.51. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.52. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.53. NONDISCRIMINATION –Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.54. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.55. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.56. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture

will be considered in response to this Formal Solicitation. When submitting an alternate response, please refer to the herein condition for "Alternate Responses May Be Considered".

1.57. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

1.58. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.59. PERFORMANCE/PAYMENT BOND –A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.60. PREPARATION OF RESPONSES (HARDCOPY FORMAT) –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

B. If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D. The Bidder/Proposer should retain a copy of all response documents for future reference.

E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

G. The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. **IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY**

OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.

1.61. PRICE ADJUSTMENTS – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.62. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.63. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.64. PROMPT PAYMENT –Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

1.65. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.66. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.67. PUBLIC ENTITY CRIMES - 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.68. PUBLIC RECORDS - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records". Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

1.69. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.70. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.71. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.72. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.73. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1. Protest of Solicitation.

i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for

Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

2. Protest of Award.

i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

1.74. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.75. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.76. SERVICE AND WARRANTY –When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.77. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.78. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP,

RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.
FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

D. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.79. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

1.80. TERMINATION –The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B. The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C. Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.81. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.82. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.83. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.84. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.85. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.86. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.87. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for leasing of up to twenty-eight (28), brand new, certified traffic law enforcement motorcycles, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Purchasing Department, Attn: Terry Byrnes, CPPB; fax: (305) 400-5230 or email: tbyrnes@ci.miami.fl.us. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Monday, July 28, 2014 at 3:00 PM. All responses to questions will be sent to all prospective bidders/proposers in the form on an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.3. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for two (2) years with the option to extend for one (1) additional two (2) year period, subject to the availability of funds for succeeding fiscal years.

Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.4. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- a) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- b) Availability of funds

In the event the Successful Bidder is unable to extend the contract for any subsequent period under the above conditions, or for whatever cause, advance written notice and explanation must be submitted to the Chief Procurement Officer, no later than ninety (90) days prior to the annual expiration date. Such notification is subject to the acceptance of the City, or the authorized dealer may be found to be in default.

2.5. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to Successful Bidder or their assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense. No guarantee, warranty or representation is made that any particular project(s) will be awarded to any firm(s).

2.6. METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder, whose base lease price bid, when combined with any of the below options selected by the City represents the lowest total leasing cost, on an item by item, a combination of items or a total of all items basis, whichever is in the best interest of the City for up to twenty-eight (28) police motorcycles:

- 1) With and Without the Maintenance Cost for Two Years;
- 2) With and Without the Maintenance Cost for Two Additional Years;
- 3) Transportation of Motorcycles to/from Dealer for Repairs/Maintenance as necessary and
- 4) Buy Back Cost upon Completion of Contract Period.

2.7. BIDDER'S MINIMUM QUALIFICATIONS

- a) Bids will be considered only from firms that are authorized dealers and are regularly engaged in the business of providing goods and services as described in this Bid; that have a record of performance for a reasonable period of time; and that have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated.
- b) Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.
- c) Have no record of pending lawsuits or criminal activities, and have never been declared bankrupt.

The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established industry as determined by the City of Miami, Florida.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.8. DELIVERY REQUIREMENTS

Bidders shall state in the space provided on the Bid Information Form the number of workdays for delivery after receipt of a purchase order. All motorcycles ordered prior to manufacturer's close of production and in accordance with the bid contract shall be supplied in the manufacturer's next model run of that class motorcycle even if it requires supplying a newer year production model at the original bid prices. Successful Bidder shall place order with the manufacturer within six (6) workdays after receipt of the City's purchase order. Successful Bidder shall complete delivery to user department within twelve (12) workdays after receipt of motorcycle from manufacturer.

All deliveries of motorcycles with more than 225 odometer miles, except units requiring body modification, shall be accomplished by transport. Deliveries of motorcycles with less than 225 odometer miles may be accomplished by driving the motorcycle. Any delivery by driving the motorcycle must be supervised, and the driver must comply with the manufacturer's break-in requirements and all applicable traffic laws and ordinances. At the City's option, a motorcycle with more than 225 odometer miles may be rejected. In any event, all warranties will begin at the time of acceptance by the City of Miami.

There shall be an acceptance and break-in period of thirty (30) days. During this period, the motorcycles shall have operated in a manner considered satisfactory and operational, without break-downs or loss of component functions.

Successful Bidder shall notify the City of Miami personnel designated on the purchase order no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:00 A.M. and 3:00 P.M. during the City's normal

workdays of Monday thru Friday, excluding weekends and City holidays. Transport deliveries must be unloaded and ready for inspection prior to 3:00 P.M. Deliveries not complying with these requirements may be rejected and will have to be redelivered at the contractor's expense.

Delivery Point: General Services Administration
Fleet Management Division
Attention: John F. Babos, Jr. / Carlos F. Pau
1390 NW 20 Street
Miami, FL 33142

2.9. TRANSPORT/PROOF OF DELIVERY/DELIVERY TICKET PAPERWORK TO ACCOMPANY MOTORCYCLES DURING DELIVERY

The Successful Bidder shall submit any and all transport/proof of delivery/delivery ticket paperwork with the motorcycles delivered in conjunction with this bid solicitation. A copy transport/proof of deliver/delivery ticket paperwork shall be made available to the City's authorized representative during delivery containing, at a minimum, the following information: purchase order number; date of order; a complete description (i.e. year/model/vehicle identification number, etc.) of the motorcycle being delivered.

2.10. ACCEPTANCE

Delivery of a motorcycle to the City does not constitute acceptance for the purpose of payment. Final acceptance and authorization for payment shall be given only after a thorough inspection indicates that the motorcycle meets bid specifications and conditions. Should the delivered motorcycle(s) differ in any respect from the specifications, payment will be withheld until such time as the Successful Bidder takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within ten days of delivery. If the proposed corrective action is not acceptable to the City, the Purchasing Department may authorize the using department to refuse final acceptance of the motorcycle, in which case the motorcycle(s) shall remain the property of the Successful Bidder, and the City shall not be liable for payment for any portion thereof.

2.11. SUCCESSFUL BIDDER LEASING AGREEMENT

Bidder's must submit a copy of its Dealer Lease with its' bid for legal review by the Office of the City Attorney. If Successful Bidder's leasing terms and conditions are deemed not to be in the best interest of the City of Miami and Successful Bidder is unable to come to agreeable terms with the City, the City will reserve the right to reject the bid and make award to the next lowest responsive and responsible bidder whose lease is most advantageous and in the best interest of the City.

2.12. ADDITIONAL LEASING OF MOTORCYCLES OR ADDITIONAL PARTS OR ACCESSORIES REQUIRED

Although this Solicitation identifies a specific amount of motorcycles to be leased and delivered in the Price Lines Section, it is hereby agreed and understood that General Services Administration (GSA) may add additional leased motorcycles to this contract at the option of the City under the same terms, conditions, and prices by Successful

Bidder. When additional parts or accessories to the contract are required, the Successful Bidder under this contract shall be invited to submit a price quote. If the quote is comparable with prices offered by other authorized dealer(s) based on market research for the same parts or accessories, the award(s) shall be made to the Successful Bidder and a separate purchase order shall be issued by the City.

2.13. FACTORY DEFECTS

All material specified hereafter shall be fully guaranteed by the Successful Bidder against factory defects. Any defects which may occur as the result of either faulty material or workmanship within the period of the manufacturer's standard warranty will be corrected by the Successful Bidder at no expense to the City.

2.14. SERVICE AND FACILITIES

The Successful Bidder shall maintain and/or operate a service/repair facility within Miami-Dade or Broward County area and shall provide reasonably prompt service and/or repair for City leased motorcycle(s), as needed. Service and repair required due to ordinary wear, mechanical malfunction or manufacturer defect shall be the complete responsibility of the Successful Bidder.

2.15. PARTS AND ACCESSORIES

All parts and accessories installed and used on the motorcycles shall be unused, and or new (of current design or manufacture). Salvage materials will not be allowed. All parts and accessories shall be of the highest quality and installed in a manner to ensure safe and functional operation.

2.16. DEMONSTRATIONS AND CONTRACT ADMINISTRATOR

Upon issuance of contract award, Successful Bidder shall report and work directly with John Babos, Fleet Superintendent. Successful Bidder may be called upon to demonstrate the motorcycles offered. Such demonstration and inspection shall be by arrangement with Contract Administrator.

2.17. THIRD PARTY LEASING AGREEMENT

The City, at the request of the Successful Bidder, may sign a lease agreement with a third party, provided the lease terms and conditions stated in this bid supersede all terms and conditions stated in that lease agreement. The Successful Bidder shall assume the responsibility for any and all additional costs occurring from any variance in the terms and conditions of this solicitation, and those offered in any standard language lease of a third party, signed by the City at the request of the bidder. Your submitted bid will be accepted as acknowledgment of compliance with this requirement. If bidder requires a third party lease, bidder must submit a copy of its third party lease with its' Bid for review by the Office of the City Attorney. If the authorized dealer and its' third party leasing terms and conditions are deemed not to be in the best interest of the City of Miami and the authorized dealer and third party are unable to come to agreeable terms with the City, the City will reserve the right to reject the bid and make award to the next lowest responsive and responsible bidder whose lease is most advantageous and in the best interest of the City.

2.18. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder or authorized representative and/or should remedial action not be immediately taken on any failure to perform according to specifications, the City reserves the right to declare Successful Bidder in default of the contract or make appropriate reductions in the contract payment.

2.19. EQUAL PRODUCT

Manufacturer's name, brand name and model/style number when used in these specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's brands of equal quality, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc., to item specified, unless otherwise indicated. **Where equal is proposed, bid must be accompanied by complete factory information (specifications, brochures, etc.) and test results of unit bid as equal. Failure to do so at time of bid may deem your bid non-responsive.**

2.20. PAYMENT TO THIRD PARTY

The City may make direct monthly payments to a third party lessee upon completion and submission of a W-9 Form by the third party lessee and receipt of a letter authorizing such direct payment to the third party lessee by the bidder. Upon satisfactory completion of these requirements the City will initiate such direct monthly payments.

2.21. MISCELLANEOUS FEES

Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes, for each of the lease motorcycles. Lessor agrees to waive all charges with respect to freight and Dealer Prep of the motorcycles.

2.22. INSURANCE REQUIREMENTS

INDEMNIFICATION

Bidder shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of bidder's performance under the provisions of the contract, including all acts or omissions to act on the part of bidder, including any person performing under this Contract for or on bidder's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The bidder shall furnish to City of Miami, c/o Purchasing Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

2.22.1. Garage Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Each Occurrence \$ 1,000,000
 - General Aggregate Limit \$ 2,000,000
 - Products/Completed Operations \$ 1,000,000
 - Personal and Advertising Injury \$ 1,000,000
- B. Endorsements Required
 - City of Miami included as an Additional Insured
 - Waiver of Subrogation

2.22.2. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Combined Single Limit
 - Scheduled Autos
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$ 1,000,000
- B. Endorsements Required
 - City of Miami included as an Additional Insured

2.22.3. Worker's Compensation

- A. Limits of Liability
- B. Statutory-State of Florida
- C. Waiver of subrogation

2.22.4. Employer's Liability

- A. Limits of Liability
- B. \$100,000 for bodily injury caused by an accident, each accident.
- C. \$100,000 for bodily injury caused by disease, each employee
- D. \$500,000 each accident, disease-each employee, disease policy limit

2.22.5. Garage Keepers Legal Liability

- A. Limits of Liability \$ 2,000,000
- B. Coverage written on a Legal Liability Basis, Primary
- C. Deductibles
- D. Comprehensive Each Auto \$1,000/\$2,500 Max
- E. Collision or Upset Each Auto \$1,000/\$5,000 Max

2.22.6. Umbrella Policy

- A. Limits of Liability
- B. Bodily Injury and Property Damage Liability
- C. Each Occurrence \$ 5,000,000
- D. Aggregate \$ 5,000,000

Companies authorized to do business in the State of Florida with the following qualifications, shall issue all insurance Policies required above.

The company must be rated no less than “A” as to Management, and no less than “Class V” as to Financial Strength by the latest edition of Best Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Companies shall provide written notice to the City’s Department of Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation under this section or under any other section of this Agreement.

--If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

- a. Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation To Bid.
- b. The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in conjunction with the General Terms and Conditions of the Bid.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Bidder.

2.23. TIE-BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City/Bayfront Park Management Trust for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition;
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- (3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1);
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted and
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.24. WARRANTY BY MANUFACTURER

A copy of the manufacturer's standard warranty must be submitted with bids. Failure to comply with this provision may disqualify bids.

2.25. WARRANTY OF PARTS

Successful Bidder warrants the parts to be free from defects in material and workmanship. The Successful Bidder's obligation is limited to finishing, on an exchange basis, replacements for parts which have been promptly reported by the City as having been defective.

2.26. WARRANTIES OF MILEAGE

The authorized dealer shall warrant the motorcycle against parts failure or malfunction due to design, construction or installation errors, defective workmanship, or missing or incorrect parts for a minimum of twenty four (24) months, or unlimited miles of operation, whichever occurs first. However, if the authorized dealer received from any supplier additional warranty on the whole or any components of the motorcycle in the form of item or mileage, including any pro-rata arrangements, or if the authorized dealer generally extends to his commercial customers a greater or extended coverage, the City shall receive corresponding warranty benefits. The starting actual service, not the date delivered by the awarded authorized dealer. Awarded authorized dealer will be advised of the date motorcycles are placed in service.

2.27. WARRANTY FAILURE BY DEALER/SUCCESSFUL BIDDER

Failure by any manufacturer's authorized dealer to render proper warranty service or adjustments, including providing a copy of the warranty work order to the city, shall subject that dealer and the contractor to suspension

from the City's bidders' list until satisfactory evidence of correction is presented to the City's Purchasing Department.

2.28. WARRANTY, FITNESS FOR PURPOSE

The Successful Bidder warrants items supplied under this contract conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed; except, if stated in a Special Condition, the item must be fit for that particular purpose. The Successful Bidder and the City agree that orders under this contract do not exclude, or in any way limit, other warranties, provided in this agreement or by law.

2.29. REFERENCES

Each Bid must be accompanied by the list of three references as reflected in the Header/Attributes Section of this Solicitation, which shall include the name of the company, dates of contract, description of goods supplied, a contact person and the telephone number. NO BID WILL BE CONSIDERED WITHOUT THIS LIST.

2.30. SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Bidder shall notify the City of Miami Purchasing Department, in writing, no less than ten (10) days prior to Solicitation closing date of any change in the manufacturer's specifications which conflict with these Specifications. For hard copy Bid submittals, Bidders must explain any deviation from the Specifications in writing as a footnote on the applicable Specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their submission. For electronic Bid submittals, said explanation must be included in the Header/Attachments Section with an enclosed scanned copy of the manufacturer's specifications data detailing the changed item(s). Additionally, Bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of Bidders to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item(s) in compliance with Contract Specifications.

2.31. MAINTENANCE AGREEMENT

Bidder shall quote, where asked for, on the Price Lines Section, as part of the two (2) year lease rate, an all-inclusive price for a full service/parts maintenance agreement. This agreement will be accepted at the sole discretion of the City of Miami. The all-inclusive maintenance price shall include all parts/labor (including travel time) for the entire motorcycle lease under this bid. This optional agreement may be extended for one additional two (2) year period.

2.32. TERMINATION

A. FOR DEFAULT

If Successful Proposer defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the

Successful Proposer was not in default or (2) the Successful Proposer's failure to perform is without its control, fault or negligence, or for that of its Sub-contractor's, the termination will be deemed to be a termination for convenience by the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for convenience by the City of Miami the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.33. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Bid response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this Solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Terms and Conditions in this Bid Solicitation are the only conditions applicable and that the Bidder's authorized signature affixed to the Bidder's acknowledgment form attests to the same.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

It is the intent of these Specifications to describe the requirements for a two (2) year lease agreement with the option to renew for one additional two (2) year period between the City of Miami, General Services Administration and an Authorized Dealer/Successful Bidder capable of supplying approximately twenty-eight (28) current model production year, certified traffic law enforcement motorcycles to be used by the City of Miami Department of Police (Harley Davidson or Approved Equal).

All proposed motorcycles shall be of the current model production year, and in full compliance or approved equal to the following specifications:

Model: FLHP Road King Solo Law Enforcement Motorcycles

These specifications describe the mechanical and comfort requirements for the FLHP solo law enforcement motorcycles which will be used by the City of Miami Police Department.

All proposed FLHP motorcycles to be in full compliance as follows:

A. Engine

Piston displacement of not less than 1690cc OHV Twin Cam 103®

High Output Vibration Isolated V-Twin, air-cooled or twin-cooled, equipped with OE standard oil cooler, two cylinders with overhead valves and featuring EITMS (Engine Idle Temperature Management System), producing minimal vibration frequencies and magnitudes. Engine and transmission isolated from motorcycle frame utilizing a rubber mounting system.

Powertrain deluxe chrome group designed for low maintenance; black powder coat finish on engine; chrome rocker boxes, timer cover, outer primary housing & transmission covers.

Compression ratio: 9.7:1

Electronic Sequential Port Fuel Injection System (ESPFI)

Chain Drive Twin Cams

Hydraulic Lifters requiring no maintenance service adjustments

B. Clutch / Transmission

Clutch shall be of the latest multiple nine (9) plate design, wet.

Cable Actuated Clutch system

Transmission to be of latest design, manual type, with not less than six (6) forward speeds.

Clutch disengage for starter motor operation

Primary Drive, double-row chain, 34/46 ratio.

Greaseless shifter shaft with "anti-vibration" rubber spacers.

Gear Ratios:

1st 9.593

2nd 6.650
3rd 4.938
4th 4.000
5th 3.407
6th 2.875

C. Brakes

Reflex™ Linked Braking with ABS, linking disengages below 25 mph
Hydraulic Disc brakes for both front and rear wheels
Front brakes having dual 11.81-inch diameter floating discs
Rear brake having a single disc.
Brakes shall be relatively free of heat fade
Calipers-4 Piston
Uniform Expanding Rear Rotor

D. Suspension

Motorcycles shall be provided with a suspension system to permit optimum handling conditions as required in law enforcement.
49 mm telescopic front forks.
Rear air-adjustable shocks.
Rear suspension swing arm bearings shall require no lubrication for life of the motorcycle.

E. Wheels / Tires

Black Impeller™ Cast Aluminum wheels, rim material to be impermeable to compressed air.
Tubeless type tires to have non-skid tread, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement.
Bead-retention tires designed to remain on wheel during sudden loss of pressure.
Sealed automotive style wheel bearings requiring no endplay adjustment and service interval of 100,000 miles (160,000 km).

F. Fuel Tank

Fuel tank to have a capacity of six (6) U.S. gallons (or 22.71 liters). Must provide a minimum of 1 gal (3.8 L) reserve fuel capacity when main supply is exhausted.
Electric fuel pump.

G. Electrical System

Electrical system shall be nominal 12-volt as follows:
Battery. Sealed, heavy-duty maintenance-free, 12-volt, minimum rated capacity – 28 ampere hours (Battery Council International rating), 270 cold cranking amps.

Ignition. Non-waste spark, alpha control.
Charging System. Three-phase, 50-amp high output alternator, solid state regulator.
Connectors. Industrial grade throughout, provided with electrical accessory connection.
Hand Controls. Water-resistant, integrated switches.
Starting System. 12-volt starter, solenoid operated engagement, relay required.
Horn. Sound level audible above motorcycle and traffic-generated noise.

H. Lighting

Each motorcycle shall be provided with the following lighting equipment:
Dual Halogen Headlight
Front Emergency Lamps PAR-36, one red and one blue (incandescent).
Tail light.
Turn Signals, self-canceling system.
Flashers, four-way, with independent switch.
License plate lighting with two blue marker lamps.
Rear (Red) LED Fender Tip Light

I. Visual Displays

Speedometer. Analog & Digital speedometer, range 0-120mph (or kph equivalent),
Two (2) re-settable trip meters.
Speed Capture with Digital Speed Display
Gear Indicator
Odometer. Calibrated, cumulative.
Tachometer. Analog.
Fuel level gauge.
Emergency Light Activation Indicators, separate indicators for front and rear emergency lights.
Stealth Mode indicator-if activated
Cruise Control indicator
Sight glass on brake master cylinders.
Fuel Mileage countdown till empty displayed in odometer window when Low fuel indicator lamp is lit.
Turn Signal Indicators
Hazard-Warning Lights Indicator
Neutral Indicator
High beam Indicator
Low Oil pressure Indicator
Engine diagnostic light
ABS indicator lamp
Security Lamp (if equipped with optional security system)

J. Feature Requirements

Seat. Deluxe solo saddle, special police type, breathable material covering, adjustable coil over spring suspension system.

Cruise Control-OE standard

Stealth Mode-optional activation

Push to Talk Switch-requires other police radio equipment not supplied by H-D

Power ON for emergency equipment for 30 minutes with ignition OFF

Analog and Digital Speed Display with Speed Capture feature

Gear Indicator

Side Stand. Jiffy stand with electronic disengage to prevent drive off with jiffy stand deployed.

Foot Boards. pivoting type with non-skid rubber pads.

Guards. Front engine guard bar and rear saddlebag guard bars.

Saddlebags. Factory installed, law enforcement type Injection Molded GTX saddlebags, approximately 2000 cubic inches of storage space per bag, water-resistant, utilizing one touch operation latches.

Final belt drive, with a rubber isolated 68 tooth rear drive sprocket.

Chrome, two into one into two exhaust system

Windshield. Constructed of clear polycarbonate, designed to break away with minimal force.

Mirrors. Two (2) long stem true image mirrors.

Key. One key fits all locks.

Wheelbase. 64 inches (1625 mm).

Laden Seat Height. 27.3 inches (695 mm)

Gross Vehicle Weight Rating. 1360 lbs. (617 kg.)

Dry Weight. 786 lbs. (357 kg.)

Running Order. 821 lbs. (372 kg.)

Service Intervals. 1st 1000 miles and then every 5000 miles thereafter.

Warranty. 24 months, unlimited mileage.

G. Emergency Response Components

Radio box with Two (2) side and Two (2) rear facing Red/Blue LED emergency lights;

Two (2) forward facing Red/Blue LED emergency lights;

Two (2) side facing Red/Blue LED emergency lights mounted on front forks;

Strip mounted on front windscreen with three (3) Red/Blue LED emergency lights;

Siren speaker mounted on crash bar, amplifier and P.A. Microphone;

Two (2) small blue LED lights mounted on license plate or radio box facing rear;

Installation of provided City of Miami police radio, radar and city provided running (fog) lights as required equipment.

H. Warranties and Repairs

The City of Miami reserves the right to return the motorcycle to any certified dealer of choice for warranty repairs. The dealer shall be responsible for the pickup and delivery of all motorcycles requiring repair, maintenance or warranty work. Motorcycles shall be transported using a trailer, flatbed or other vehicle designed specifically to transport motorcycles. The dealer shall pick up motorcycles requiring repair, maintenance or warranty work within 24 hours of notification. Also, motorcycles shall be delivered within 24 hours thereafter completion of said repairs.

The warranty shall be for a period of not less than two (2) years with unlimited mileage. The warranty shall cover, but is not limited to, repairs for the engine, transmission, fuel system, electrical system, suspension, power train, brakes, controls, cables, belts, emergency response components and chains.

If agreed by dealership the City may be allowed to perform any and/or all service and non-warranty repairs at the City's maintenance facility utilizing City personnel.

Dealer will be responsible for all repairs to emergency response components installed by Harley Davidson and/or Dealership for a period of two (2) years or unlimited mileage.

All maintenance and repairs shall be covered by the dealership, as reflected in the Header/Attachments Section of the bid, including but not limited to tires, oil, oil filters and clutches. The only reason the City will be responsible for repairs is for abuse and/or accident repairs.



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Text File Report

File ID: 14-00887

Type: Resolution

Status: Passed

Enactment #: R-14-0389

Enactment Date: 10/9/14

Version: 1

Introduced: 8/29/14

Controlling Body: Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING THE BID RECEIVED AUGUST 6, 2014, PURSUANT TO INVITATION FOR BID NO. 437315, FROM PETERSON'S HARLEY-DAVIDSON OF MIAMI, LLC, THE SOLE RESPONSIVE AND RESPONSIBLE BIDDER WITH THE MAINTENANCE OPTION, FOR THE LEASING OF NEW CURRENT MODEL PRODUCTION YEAR, CERTIFIED TRAFFIC LAW ENFORCEMENT MOTORCYCLES, FOR THE DEPARTMENT OF GENERAL SERVICES ADMINISTRATION, TO BE USED BY THE CITY OF MIAMI POLICE DEPARTMENT FOR A PERIOD OF TWO (2) YEARS, WITH ONE (1) OPTION TO EXTEND FOR A TWO (2) YEAR PERIOD, FOR AN ESTIMATED ANNUAL CONTRACT AMOUNT OF \$168,000.00; WITH FUNDS ALLOCATED FROM ACCOUNT NO. 05001.246000.544000.0000.00000, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL; AUTHORIZING THE CITY MANAGER TO EXECUTE A MOTORCYCLE LEASE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The bid received August 6, 2014, pursuant to Invitation for Bid No. 437315, from Peterson's Harley-Davidson of Miami, LLC, the sole responsive and responsible bidder with the maintenance option, for the leasing of new current model production year, certified traffic law enforcement motorcycles, for the Department of General Services Administration, to be used by the City of Miami Police Department, for an initial term of two (2) years, with one (1) option to extend for a two (2) year period, for an estimated annual contract amount of \$168,000.00, is accepted, with funds allocated from Account No. 05001.246000.544000.0000.00000, subject to the availability of funds and budgetary approval.

Section 2. The City Manager is authorized{ 1 } to execute a Motorcycle Lease Agreement, in substantially the attached form.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 25, 2015		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	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 #:				
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			
Sponsor Name	Cameron Benson, City Manager		Department: City Manager	Finance			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING THE FISCAL YEAR 2013-2014 ANNUAL AUDIT REPORT FROM THE CITY'S AUDITOR, THE SHARPTON GROUP, P.A.; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with Florida Statute 218.39, all municipalities are required to have annual audit performed by an independent certified public accounting firm. The City's external auditors, The Sharpton Group P.A., performed the FY 2014 financial audit reviewed the financial statement prepared by City's staff. Staff is submitting the FY 2014 Comprehensive Annual Financial Report to Council for acceptance.

Proposed Action:

Staff recommends Council approval of this resolution accepting the FY 2014 Comprehensive Annual Financial Report

Attachment:

FY 2014 Comprehensive Annual Financial Report

RESOLUTION No. 2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING THE FISCAL YEAR 2013-2014 ANNUAL AUDIT REPORT FROM THE CITY'S AUDITOR, THE SHARPTON GROUP, P.A.; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

1 WHEREAS, in accordance with Section 218.39, Florida Statutes, municipalities
2 are required to have an annual audit performed by an independent Certified Public
3 Accounting firm, and

4 WHEREAS, the external auditors, The Sharpton Group, P.A. has performed the
5 required audit and reviewed the Comprehensive Annual Financial Report prepared by
6 staff, and

7 WHEREAS, the City Council would like to accept the Fiscal Year 2013-2014
8 Annual Audit Report,

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

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

14 Section 2. ACCEPTANCE OF AUDITOR'S REPORT: The City Council of the
15 City of Miami Gardens hereby accepts the Fiscal Year 2013-2014 Annual Audit Report
16 prepared by the Finance Department and audited by The Sharpton Group, P.A.

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

19 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
20 GARDENS AT ITS REGULAR MEETING HELD ON _____ 2015.

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OLIVER GILBERT III, MAYOR

ATTEST:

RONETTA TAYLOR, CMC, 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 Lisa Davis	___(Yes)	___(No)
Councilwoman Lillie Odom	___(Yes)	___(No)
Councilman David Williams, Jr.	___(Yes)	___(No)
Councilman Erhabor Ighodaro	___(Yes)	___(No)
Councilman Rodney Harris	___(Yes)	___(No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 25, 2015	Item Type:	Resolution X	Ordinance	Other
Fiscal Impact:	Yes	No	Ordinance Reading:	1 st Reading	2 nd Reading
	X		Public Hearing:	Yes	No
Funding Source:	City of Miami Gardens General Obligation Bond		Advertising Requirement:	Yes	No
					X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:		
		X			
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
			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"/>		
Sponsor Name:	Cameron Benson, City Manager		Department:	City Manager	

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE BOND IMPLEMENTATION PLAN DETAILING SPECIFIC PROJECTS TO BE COMPLETED AT VARIOUS PARK SITES AND CRIME PREVENTION EQUIPMENT TO BE PURCHASED AND INSTALLED THROUGHOUT THE CITY OF MIAMI GARDENS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE BOND IMPLEMENTATION PLAN; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN BOND IMPLEMENTATION PLAN ATTACHED HERETO AS EXHIBIT "A", FOR THIS PURPOSE; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Staff Summary:

Background:

In April 2014, City of Miami Gardens residents approved a \$60 million General Obligation bond referendum for park improvements and crime prevention, including purchasing and installing crime prevention equipment, providing facilities for expanding community activities in parks, and renovating, constructing and purchasing parks facilities and land.

**Item L-2) Resolutions
Bond Implementation Plan**

On May 28, 2014, Council adopted Ordinance No. 2014-09-320, authorizing the borrowing of sixty million dollars (\$60,000,000); authorizing the issuance of City of Miami Gardens General Obligation Bonds to pay costs of remodeling, reconstructing, constructing, reconfiguring, retrofitting, furnishing and equipping City parks and parks facilities, purchasing crime prevention equipment for law enforcement assistance via electronic means, providing facilities for expanding community activities in parks, and renovating, constructing and purchasing parks facilities and land for new or expanded parks.

Current Situation:

As a result of the approval and authorization of the City of Miami Gardens General Obligation Bond, the City of Miami Gardens General Obligation Bond Team has developed a Bond Implementation Plan (BIP). The BIP specifies 223 individual park and crime prevention projects to be executed throughout the City utilizing bond proceeds and other funding sources.

Proposed Action:

It is recommended that the City Council approve the Bond Implementation Plan (BIP).

Attachments

Attachments:

- A- City Map
- B- Bond Implementation Plan Matrix
- C- Bond Implementation Plan Narrative

RESOLUTION NO. 2015_____

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, APPROVING THE BOND IMPLEMENTATION
5 PLAN DETAILING SPECIFIC PROJECTS TO BE COMPLETED AT
6 VARIOUS PARK SITES AND CRIME PREVENTION EQUIPMENT TO BE
7 PURCHASED AND INSTALLED THROUGHOUT THE CITY OF MIAMI
8 GARDENS, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE
9 CITY MANAGER TO EXECUTE THE BOND IMPLEMENTATION PLAN;
10 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
11 PROVIDING FOR AN EFFECTIVE DATE.
12

13 WHEREAS, in April 2014, City of Miami Gardens residents approved a
14 \$60 million General Obligation bond referendum for park improvements and
15 crime prevention, including purchasing and installing crime prevention
16 equipment, providing facilities for expanding community activities in parks, and
17 renovating, constructing and purchasing parks facilities and land, and

18 WHEREAS, on May 28, 2014, Council adopted Ordinance No. 2014-09-
19 320, which authorized the borrowing of Sixty Million Dollars (\$60,000,000) for this
20 purpose, and

21 WHEREAS, City Administration has developed a Bond Implementation
22 Plan (BIP) attached hereto as Exhibit "A", and

23 WHEREAS, the BIP specifies 223 individual park and crime prevention
24 projects to be executed throughout the City utilizing bond proceeds and other
25 funding sources, and

26 WHEREAS, the BIP authorizes staff to making minor deviations to the
27 Plan based upon available resources, changes in circumstances, or the
28 identification of additional revenues; however major deviations will need to be
29 approved by the City Council, and

30 WHEREAS, the City Manager is requesting that the City Council approve
31 the BIP,

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

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

37 Section 2: AUTHORIZATION: The City Council of the City of Miami
38 Gardens hereby approves the Bond Implementation Plan attached hereto as
39 Exhibit "A," and authorizes the City Manager to implement the Plan.

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

42 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
43 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____,
44 2015.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

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

62

63 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

64

65 Moved by: _____

66

67 **VOTE:** _____

68

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

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

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

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

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

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

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

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CITY OF MIAMI GARDENS

City Council Boundary Map

- Major Roadways
- Local Roadways
- Water Bodies
- Mayor - Oliver G. Gilbert III*
- Seat 1 - Lillie Q. Odom
- Seat 2 - Lisa C. Davis
- Seat 3 - Rodney Harris
- Seat 4 - Felicia Robinson
- Seat 5 - David Williams Jr.*
- Seat 6 - Erhabor Ighodaro Ph.D.*
- * = Citywide
- Parks and Facilities
- Corporate Boundary

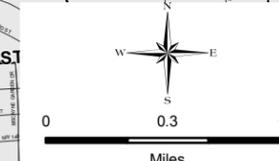
Municipal Parks:

1. Andover Park
2. Brentwood Park
3. Brentwood Pool
4. Buccaneer Park
5. Bunche Park & Pool
6. Betty T. Ferguson Recreational Complex
7. Miami Carol City Park
8. A. J. King Park
9. Cloverleaf Park
10. Bennett M. Lifter Park
11. Myrtle Grove Park & Pool
12. North Dade Optimist Park
13. Norwood Park & Pool
14. Jordan's Landing
15. Rolling Oaks Park
16. Scott Park
17. Vista Verde Park
18. Archdiocese Property

Miami-Dade County Facilities

19. Library Walking Trail
20. Scrub Oak Preserve
21. Snake Creek Bike Trail

DISCLAIMER:
Every attempt has been made to ensure the accuracy of this map. This map is not to be construed as a surveying instrument. The City of Miami Gardens does not assume any liability arising from the use of this map. Users of this map should consult the planning & zoning division for verification of information provided on this map.



May 2014
Prepared by:
Planning & Zoning Department

Seat #6 - City-wide
Erhabor Ighodaro, Ph.D.

City-wide
Mayor Oliver G. Gilbert III

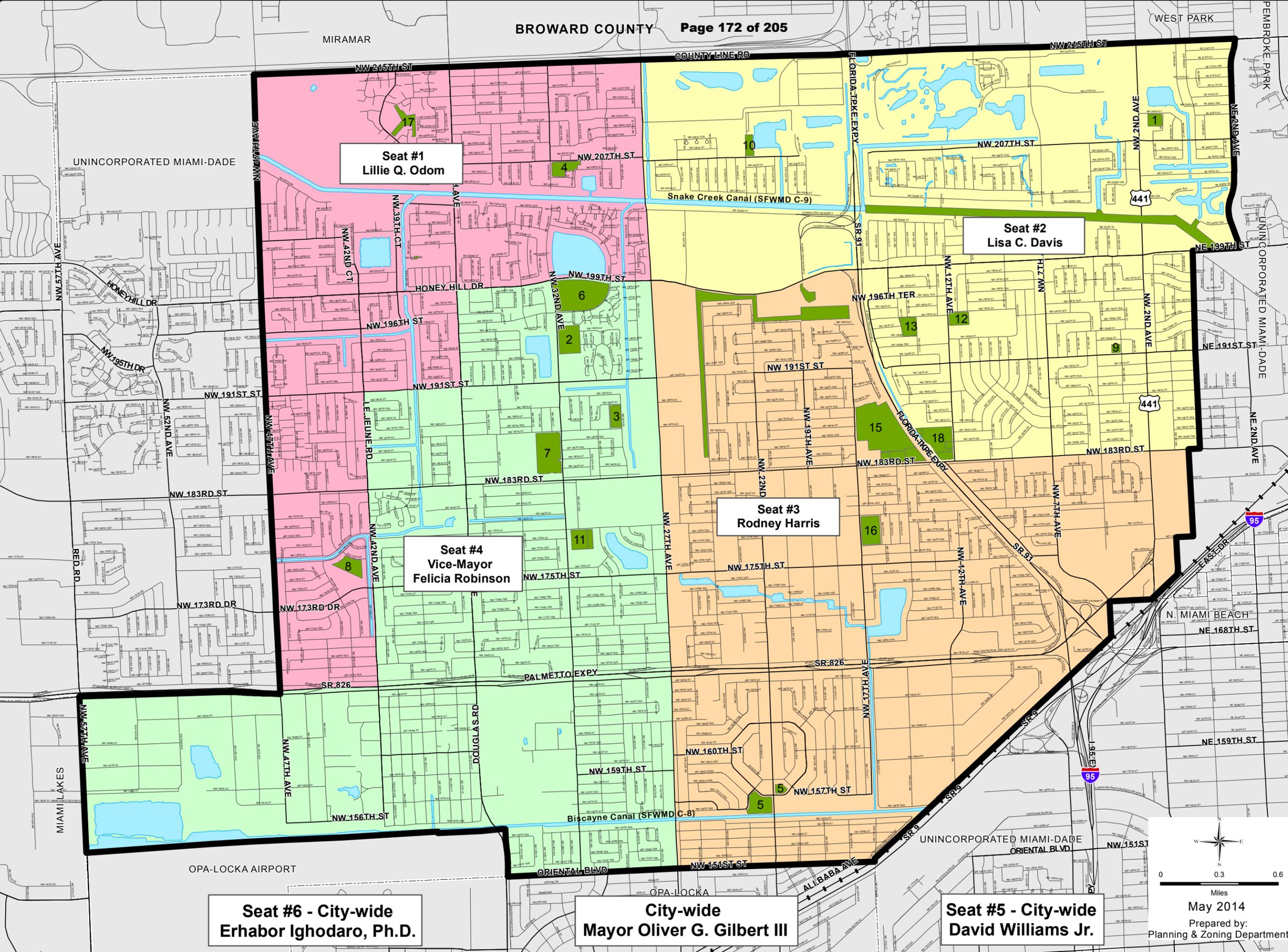
Seat #5 - City-wide
David Williams Jr.

Seat #1
Lillie Q. Odom

Seat #2
Lisa C. Davis

Seat #3
Rodney Harris

Seat #4
Vice-Mayor
Felicia Robinson



City of Miami Gardens Potential General Obligation Bond Projects		Improvement Category	A.J. King Park	Andover Park	Archdiocese Property	Bennett M. Lifter Park	Page 173 of 205		Bunche Park	Bunche Pool or Water Play	Citywide	Cloverleaf Park	Lester P. Brown Park	Miami Carol City Park	Myrtle Grove Park	North Dade Optimist	Norwood Park & Pool	Risco Park	Rolling Oaks Park	Scott Park	West Miami Gardens S.C.	
			Betty T. Ferguson	Brentwood Pool	Buccaneer Park	Bunche Park	Bunche Pool or Water Play	Citywide	Cloverleaf Park	Lester P. Brown Park	Miami Carol City Park	Myrtle Grove Park	North Dade Optimist	Norwood Park & Pool	Risco Park	Rolling Oaks Park	Scott Park	West Miami Gardens S.C.				
Public	Video Surveillance System	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	
	Real Time Crime Center									X												
	Automated License Plate Recognition Systems									X												
	Mobile Command Center Technological Upgrade									X												
Park Renovations	Playground with Shade Structure		X		X			X	X		X	X		X		X			X	X		
	Basketball Courts (shade structure and/or lighting)		X		X			X	X		X		X	X					X	X		
	Tennis Courts						X	X														
	Baseball (backstop and dugout fencing)	X												X						X		
	Football and/or Track (sod/turf & irrigation)					X			X				X	X					X	X	X	
	Bleachers with Shade Structure					X			X				X	X		X			X	X	X	
	Musco Sports Lighting	X			X			X	X					X				X	X	X	X	
	Scoreboard					X							X	X		X			X	X	X	
	Recreation Building (new/renovation)							X				X			X		X		X	X		
	Restroom (new/renovation)				X			X		X (WP)				X			X		X	X	X	
	Pavilion(s)	X			X			X	X					X			X		X		X	
	Volleyball Court						X	X						X					X			
	Miniature Golf with artificial turf																					
	Horseshoe Pit																					
	ADA Compliant Paved Parking with lighting	X		X	X	X	X	X	X	X			X	X	X		X	X	X	X	X	X
	Temporary Parking		X		X			X	X			X		X					X	X		
	Pool			X						X (P)								X				
	Pool House (new or renovation)									X (P)								X				
	Splash Pad or Water Playground						X	X		X (WP)												
	Walking Trail or Sidewalk with lighting			X	X	X		X					X	X						X	X	X
	Dock				X																	
	Exercise Center or Stations						X						X									
	Benches						X															
Fencing	X	X	X	X		X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	
Landscaping & Irrigation	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	
Show-mobiles (Mobile Stages)										X												
Facilities	Alternative Sports & Fitness Complex							X														
	Audio-Visual & Arts Center																	X				
	Culinary Arts-Hospitality/Banquet Facility- Behind City Hall										X											
	Gymnasium/Field House													X								
	Senior Family Center			X																		
	Science, Technology, Engineering, Math (STEM) Lab St. Thomas University Sports Complex										X								X			

Nothing contained herein shall prevent the City from making deviations to this Plan based upon available resources, changes in circumstances, or the identification of additional revenues.



City of Miami Gardens

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MIAMI GARDENS GENERAL OBLIGATION BOND **BOND IMPLEMENTATION PLAN PROJECTS**

The following potential Capital Improvement Projects are recommended to be funded by the City of Miami Gardens General Obligation Bond (GOB). All projects are geared toward the City's Parks and also are inclusive of the Administration's recommendations regarding public safety improvements.

A. J. King Park

- Remove wooden lighting poles and replace with steel poles for new Musco sports lighting and control system for the multipurpose field and the baseball field. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Recondition the existing baseball diamond and replace backstop and dugout fencing. Install outfield fencing/netting.
- Reconfigure the existing paved parking lot for easier access from the street and to be ADA compliant to include paved approaches from street.
- Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a new large pavilion with picnic tables, grills, domestic water and electricity.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Andover Park

- Replace existing playground with a new playground with soft rubberized play surface and shade structure.
- Resurface the existing basketball court and install new shade structure, backboards and rims.
- Replace the perimeter fencing and install temporary parking with pavers in the swale area.
- Install new landscaping and irrigation system in the park.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Bennett Lifter Park

- Replace existing playground and swings with new playground with soft rubberized play surface and shade structure. Move the playground closer to the recreation building.
- Resurface existing basketball court and install new backboards and rims.

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Bennett Lifter Park (continued)

- Replace sports lighting for basketball court with new Musco lighting and control system, which will reduce the power consumption by 40% and provide web based control system.
- Remove the existing tennis courts and replace with a larger pavilion with a grill, electricity and domestic water.
- Remodel two existing public restrooms in the Recreation Building to be ADA compliant.
- Install additional paved parking north of the existing building and adapt existing lot to be ADA compliant.
- Repair driveway approaches to site as needed to interface with edge of street pavement.
- Install new parking lot lighting which will be controlled by the Musco system.
- Add parking with pavers in the swale area along the streets.
- Install new landscaping and irrigation system in the park and the paved parking lot.
- Surround lift station with lush landscaping to improve park aesthetics.
- Install sidewalks to the lake shore and a chain link fence.
- Install a fishing dock at the edge of the lake.
- Remove the existing small pavilion north of the building.
- Renovate the existing pavilion south of the building and add grill, electricity and domestic water.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Betty T. Ferguson Recreation Center

- Convert the north and south overflow parking areas into paved parking lots and include lighting and drainage.
- Upgrade the existing football field area to potentially accommodate local high school football and other specialized events.
- Upgrade existing parking lot lighting.
- Reduce the area designated for the burrowing owl to add to the new north parking lot.
- Extend the existing walking trail to the entire perimeter of the site and include lighting and distance marker signage.
- Install ventilation fans in pool area.
- Evaluate and replace as necessary ventilation systems and air conditioning throughout the facility.
- Install new landscaping and expand irrigation system adjacent to trail extension.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Brentwood Pool

- Replace the exercise equipment at the central exercise station area. Cover central exercise station area with a shade structure.
- Install benches and trash receptacles near the basketball courts and the playground.



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Brentwood Pool (continued)

- Resurface the existing parking lot and adapt it to be ADA compliant.
- Renovate and resurface tennis courts.
- Demolish the existing pool and pool house that is no longer functional. Once completed, install a new pavilion with picnic tables, grill, electricity and domestic water. Add a small water play area adjacent to the pavilion.
- Install a perimeter chain link fence to improve security at the park.
- Install new landscaping and irrigation system in the park.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Buccaneer Park

- After an analysis to determine the cost effectiveness, the existing Recreation Building will be remodeled or demolished and rebuilt.
- Determine the feasibility of relocating/burying electrical cables underground.
- Relocate and replace existing playground with new playground with soft rubberized play surface and shade structure.
- Extend the existing walking trail. Add distance marker signage along walking trail.
- Create a zero-depth splash pad with perimeter benched seating at the location of the paved skating area. Construct a restroom and shower area near the splash pad area.
- Install estate fencing and plant shrubs and bushes around splash pad area.
- Construct a permanent entrance area near the splash pad.
- Install two new pavilions with a grill, electricity and domestic water--one adjacent to the splash pad and the other along the trail.
- Resurface two existing basketball courts and install new backboards and rims.
- Replace sports lighting for basketball court with new Musco lighting and controls. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Replace/Install sports lighting for tennis courts with new Musco lighting and controls.
- Resurface two existing Tennis Courts and install new netting and signage. Replace existing fencing and windscreen as needed.
- Install additional paved parking at the location of the existing parking lot. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Add temporary parking with pavers in the swale area along the streets.
- Install a perimeter chain link fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.



City of Miami Gardens

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Bunche Park

- Demolish the existing 40 year old recreation building. Build a new Multipurpose Gymnasium to house the City of Miami Gardens Alternative Sports Complex. The building will contain a running track on a second level above a weight room, workout room and locker rooms. The center will feature boxing, martial arts, dance and gymnastics.
- Remove two of the four existing basketball courts to make room for new parking lot.
- Resurface two of the existing basketball courts.
- Replace existing playground with a new playground with soft rubberized play surface and shade structure.
- Replace existing sod sports field with a new artificial turf sports field.
- Replace the sports lighting for the football field and the basketball courts with new Musco lighting and control system on the existing concrete poles. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Install bleachers with permanent shade structures for the football field.
- Repair the temporary parking in the swale area along the perimeter streets.
- Renovate and add to the existing parking lot and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Replace the broken perimeter fencing on the south side of the park with a 6-foot vinyl covered chain link fence.
- Install estate fencing along the north, east, and west perimeter of the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Bunche Pool Option

- Demolish and reconstruct the existing pool and pool house that has been unoccupied for 6 years. New pool house will be ADA compliant.
- Repair and replace existing pool pumps, piping, filters and equipment.
- Renovate and add to the existing parking lot and adapt existing lot to be ADA compliant. Install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install new water fountain(s).
- Install a perimeter fence around the site.
- Extend sidewalk width to be ADA compliant.
- Install new landscaping and irrigation system for the paved parking lot.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.



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Bunche Water Playground Option

- Demolish the existing pool and Pool house that has been unoccupied for 6 years and construct a new Public Restroom building with shower area.
- Install a new state-of-the-art, zero-depth extra-large intergenerational Water Playground/Splash Pad.
- Construct a permanent entrance area near the splash pad.
- Renovate and add to the existing parking lot and adapt existing lot to be ADA compliant. Install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a perimeter fence around the site.
- Extend sidewalk width to be ADA compliant.
- Install new landscaping and irrigation system for the paved parking lot.
- Install a Video Surveillance System with interior and exterior cameras monitored from the new Police Headquarters Building.

Cloverleaf Park

- Replace the existing playground with a new playground with soft rubberized play surface and shade structure.
- Expand and resurface the existing half basketball court and install new backboards and rims.
- Install security lighting and controls for the basketball court.
- Determine the feasibility of relocating/burying electrical cables underground.
- Renovate the existing building and make it ADA compliant. Assess removing or relocating the east exit door.
- Add temporary parking with pavers in the swale area along the street.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Lester Brown Park (Brentwood Park)

- Add a second zone for the existing playground with a soft rubberized play surface and shade structure.
- Remove the existing natural turf sports field and irrigation system underneath.
- Install an artificial turf sports field. Reuse the existing Musco lighting system.
- Install a scoreboard.
- Install bleachers with permanent shade structures on both sides of the field.
- Re-sod the existing practice field.
- Expand the existing parking lot to the south and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.



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City of Miami Gardens

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Lester Brown Park (Brentwood Park) continued

- Expand existing walking trail with lighting around the perimeter of the park. Add distance marker signage along walking trail.
- Install exercise station with shade structure area funded by CMG and Miami Dolphins.
- Install estate fencing at the entrance to the park and install new 6-foot vinyl covered chain link fence around the remaining perimeter.
- Install new landscaping and irrigation system in the park and the paved parking lot.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Miami Carol City Park

- Renovate restroom building.
- Resurface the four existing basketball courts and install new backboards and rims. Install a shade structure.
- Remove sod from the existing game football field on the south of the park and install an artificial turf sports field.
- Extend the existing Musco sports lighting system to light the practice football field.
- Install a scoreboard.
- Recondition baseball field and replace backstop and dugout fencing.
- Install lighting and distance marker signage along the existing walking trail.
- Install bleachers with permanent shade structure for the football field.
- Replace the existing wood pavilion with a new pavilion with picnic tables, grills, domestic water and electricity.
- Install a new large pavilion with picnic tables, grills, domestic water and electricity.
- Add temporary parking with pavers in the swale area along 187th Street.
- Install additional paved parking north of the recreation building and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a perimeter chain link fence to improve security at the park. Install estate fencing at the entrance to the park.
- Replace the existing irrigation system for the entire park.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Myrtle Grove Park

- Renovate the existing recreation building.
- Demolish the existing pool, pool house and all of the pool equipment. Sod the area.
- Replace the playground with a new playground with soft rubberized play surface and shade structure.
- Replace two existing tennis courts with two new basketball courts.
- Demolish existing basketball courts.



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City of Miami Gardens

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Myrtle Grove Park (continued)

- Install additional paved parking to the existing lot and adapt the lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Pending relocation of the existing Parks and Recreation maintenance facility, construct a state-of-the-art gymnasium/field house to host Amateur Athletic Union (AAU) basketball events and other high-profile indoor athletic events.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

North Dade Optimist Park

- Install a scoreboard for the newly completed football field.
- Install bleachers on the north side of the football field and add permanent shade structure.
- Remove existing baseball backstop, benches, and dugout fencing. Sod the area and extend the irrigation system.
- Extend chain link fence to areas where backstop/dugout fencing was removed.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Norwood Park

- Replace the playground with a new playground with soft rubberized play surface and shade structure.
- Demolish the existing 40 year old recreation building. Construct a new larger Recreation Building to support the afterschool and summer camp programs.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park.
- Resurface and reconfigure the existing parking lot that is shared with Norwood Pool. The new configuration shall be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Norwood Pool

- Inspect and report on the existing poolhouse, pool and pool equipment to determine extent of renovation and replacement.
- Sand-blast and paint the existing pool. Re-tile the existing pool perimeter. Resurface the existing concrete pad around the pool.



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Norwood Pool (continued)

- Repair and replace existing pool pumps, piping, filters and equipment as recommended by Inspection Report above.
- Renovate the existing Poolhouse and make it ADA compliant.

Risco Park

- Design and construct a new building for the City's Science, Technology, Engineering and Math (STEM) Center. The STEM Center will include Science Labs, Computer Labs, and other equipment to promote the development of youth through science and technology innovations.
- Design and construct a connecting building for the Audio Visual and Performing Arts Center. The Center will have music production and recording studios, television studios, and a presentation room.
- Construct a parking lot that is ADA compliant.
- Remove and/or reposition existing lighting poles.
- Install a new lighting system for the parking lot for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install perimeter fencing around the site.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Rolling Oaks Park

The recently completed Rolling Oaks Pedestrian Trail offers a ¾ mile loop of newly paved pathways ideal for walking, jogging and biking and features exercise stations, lighting and benches along the way. The additional work will consist of the following:

- Install a new entrance on NW 183rd Street and NW 14th Avenue with an estate fence and gate on the east and west side of the entrance. Install estate fencing around the perimeter of the park.
- Install new permanent parking lot on the south side of the park near the main entrance and add additional spaces in the existing permanent parking lot on north side of the park.
- Develop multipurpose sports field with artificial turf.
- Install bleachers with permanent shade structures.
- Install a scoreboard.
- Install Musco sports lighting system to light the multipurpose field.
- Construct a new recreation building and remove the trailer being used as a temporary recreation building.
- Install several new pavilions of varied sizes with picnic tables, grills, domestic water and electricity along the walking trail.
- Expand the existing walking trail with additional distance marker signage.
- Purchase and install picnic tables and grills throughout the park.



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City of Miami Gardens

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Rolling Oaks Park (continued)

- Replace existing playground and swings and install two (2) new playgrounds with a soft rubberized play surface and shade structure (one on the north and south side of the park).
- Install other family park amenities as acreage allows.
- Repair and recoat four existing basketball courts.
- Remodel existing public restrooms to be ADA compliant.
- Install new landscaping and irrigation system in the park and paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Scott Park

- Expand existing recreation building.
- Demolish existing Teen building.
- Replace the playground with a new playground with soft rubberized play surface and shade structure.
- Resurface two existing basketball courts and install new backboards and rims.
- Remove the existing wood rail fencing around the perimeter of the park and install a 6-foot vinyl covered chain link fence.
- Renovate the existing multipurpose field with new sod.
- Recondition the existing baseball diamond and replace backstop and dugout fencing. Install outfield fencing/netting.
- Replace the existing irrigation system for the entire park.
- Replace the sports lighting for the multipurpose field, baseball field and basketball courts with new Musco lighting and control system. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Add temporary parking with pavers in the swale area along three of the perimeter streets, (176th Street, 15th Court & 179th Street).
- Resurface parking lot.
- Expand sidewalk around perimeter of the site.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Senior Family Center

- Demolish the existing 40 year old one story building.
- Design and construct a new building to be used as the City's Senior Family Center. The Center will include meeting rooms, a dining room and kitchen, classrooms, workout rooms, dance studio, locker rooms, indoor track and a pool.
- Construct a walking trail with distance marker signage.
- Install estate fencing along the perimeter to improve security at the site.
- Replace the existing parking lot with a larger parking lot that is ADA compliant. Install a new lighting system for the lot.
- Install new landscaping and irrigation system on the site and the paved parking lot.



City of Miami Gardens

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Senior Family Center (continued)

- Develop a botanical garden.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

St. Thomas University Sports Complex

- Development of an outdoor tennis center and ball fields in partnership with St. Thomas University.

West Miami Gardens/Florida Memorial University Sports Complex

- Development of 4.2 acres adjacent to the Miami Dade Public Schools Jan Mann Education Center to include a soft surfaced track and multipurpose field. The sports field will host football, soccer and track activities with bleachers, a scoreboard and a Musco sports lighting system for evening events.
- Install a paved parking lot and sidewalks with site lighting.
- Install a perimeter fence with a security booth at the entrance into the site.
- Construct a Public Restroom and equipment storage building with water fountains.
- Install new landscaping and irrigation system on the site and the paved parking lot.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Culinary Arts and Hospitality Institute

- Design and construct a new building behind City Hall to house Culinary Arts and Hospitality Institute featuring a multipurpose banquet facility.

Mobile Stage/Show-mobiles

- A large and medium size mobile staging system is ideal for outdoor events, performances and speaking engagements. Sound and lighting equipment will complement each show-mobile. The Show-mobiles shall be wheelchair accessible.

Automatic License Plate Recognition Systems (ALPRS)

- These systems come in mobile configurations, and are installed in marked or unmarked police vehicles as portable or fixed systems. These systems can alert officers on patrol, as well as the communications center, of individuals who are traveling through the municipality in vehicles that are either stolen and can be used to facilitate the tracking of individuals who may have recently committed crimes. In addition to this function, the system's back office application can be used to store and search vehicle license plate information for investigative purposes.



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Deployment Locations for Fixed ALPRS:

- ALPRS at 215th Street & 2nd Ave.
- ALPRS at 199th Street & 2nd Ave.
- ALPRS at 183rd Street & 2nd Ave.
- ALPRS at 175th Street & 2nd Ave.
- ALPRS at 151st Street & 22nd Ave.
- ALPRS at 183rd Street & 37th Ave.
- ALPRS at 183rd Street & 47th Ave.
- ALPRS at 215th Street & 27th Ave.
- ALPRS at 199th Street & 27th Ave.
- ALPRS at 183rd Street & 27th Ave.
- ALPRS at 151st Street & 27th Ave.
- Two Additional Mobile ALPRS systems (2 additional vehicles) to augment the MGPD's single ALPRS

Mobile Command Center Technological Upgrade

- The existing Mobile Command Center is an important tool for on scene command and control at crime scenes and at natural and man-made disaster situations. The current vehicle has inadequate technology and communications equipment, and is in need of technological upgrades and retrofit, to be able to fully function as a standalone command and communications center.

Real Time Crime Center

- Real Time Crime Centers (RTCC) are a centralized technology center that gives field officers and detectives instant information to help identify patterns and stop emerging crime. They also provide relevant information to improve officer situational awareness, and actionable intelligence to make the City of Miami Gardens safer. Though tech tools such as Video Surveillance Cameras and ALPRS, etc. are valuable; without a RTCC to bring together the terabytes of data that are produced by the technology components, their effectiveness is diminished.

Nothing contained herein shall prevent the City from making deviations to this Plan based upon available resources, changes in circumstances, or the identification of additional revenues.

MIAMI GARDENS POLICE DEPARTMENT



JANUARY 2015

The Miami Gardens Police Department provides information concerning crimes in the City of Miami Gardens. Each page depicts actual crime information captured by the Records and Crime Analysis Units.

Glossary**Targeted Crimes:**

The State of Florida uses these crimes for conformity in compiling statistics within the state and the nation. The statistics for these crimes are reported to the Florida Department of Law Enforcement for inclusion in the Federal Bureau of Investigations (FBI) Annual Report. Data from the monthly report may differ from the FBI's published report due to the fact that only certain classes of crime are extracted for publication and crimes reported after the reporting deadline are still captured by the Records Unit.

- **Criminal Homicide** – The willful (non-negligent) killing of one human being by another.
- **Aggravated Assault** – An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury.
- **Larceny** – Deprive victim of such property permanently or temporarily without threat or violence or putting in fear, or by sudden snatch.
- **Robbery** – To take or attempt to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting victim in fear.
- **Burglary** – The unlawful entry of a structure to commit a felony or a theft.

GLOSSARY

Emergency Calls

P = Priority call and is identified by a verbal '3' at the beginning of the signal at dispatch

Code 3 emergency call: A situation or sudden occurrence which poses an actual threat of serious injury or loss of human life and demands swift police action. Code 3 calls are preceded by a tone indicator and the signal prefixed by a 3.

Example: Shooting victim, violent domestic with injuries, accident with injuries

P1 = Emergency call that is identified by a verbal '2' at the beginning of the signal at dispatch.

Code 2 emergency call: A situation which poses a potential threat of serious injury or loss of human life which may require swift police action. Code 2 calls are preceded by a tone indicator and the signal prefixed by a 2.

Example: Burglary in progress, violent domestic, assault with potential of injuries.

P2 = requires an immediate response but no imminent threat of serious injury or loss of human life involved. There is no tone indicator preceding this type of call.

Example: A just occurred burglary or any incident where the suspects may still be in immediate area.

P3+ = Considered a routine response for a call that is delayed or non-emergency in nature.

Example: Identity theft, loud music complaints, barking dog disturbance.



Monthly Statistical Comparison January 2015

Monthly Comparison	December 2014	January 2015	% Change	January 2014	January 2015	% Change
Criminal Homicide	2	3	50%	2	3	50%
Forcible Rape	3	3	0%	0	3	300%
Robbery	21	17	-19%	21	17	-19%
Aggravated Assault	40	37	-8%	37	37	0%
Burglary	71	64	-10%	111	64	-42%
Theft from Motor Vehicle	92	102	11%	63	102	62%
Larceny (All Other)	162	192	19%	170	192	13%
Motor Vehicle Theft	32	30	-6%	42	30	-29%
Total	423	448	6%	446	448	0%

Year to Date	2014	2015	% Change
Criminal Homicide	2	3	50%
Forcible Rape	0	3	300%
Robbery	21	17	-19%
Aggravated Assault	37	37	0%
Burglary	111	64	-42%
Theft from Motor Vehicle	63	102	62%
Larceny (All Other)	170	192	13%
Motor Vehicle Theft	42	30	-29%
Total	446	448	0%

This report reflects incidents that are currently in the records management and the GEO verification systems at the time this report was generated. Data shown is subject to change as pending reports are entered into records.



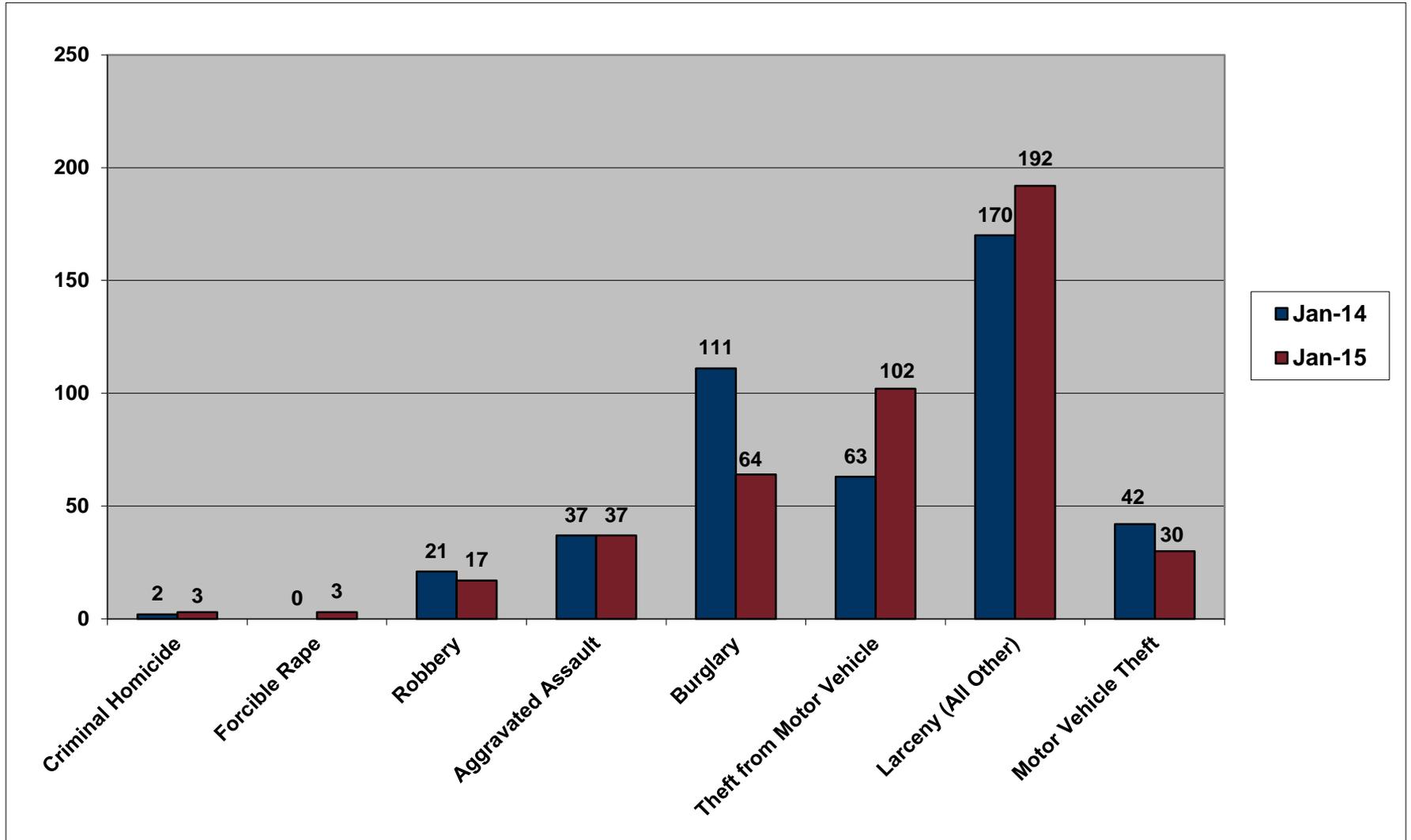
Monthly Statistical Comparison January 2015

ARREST	December	January	Diff	%Change
Criminal Homicide	1	1	0	0%
Forcible Sex Battery	1	1	0	0%
Robbery	11	4	-7	-64%
Aggravated Assault	15	12	-3	-20%
Burglary	10	7	-3	-30%
Larceny	32	28	-4	-13%
Motor Vehicle Theft	5	6	1	20%
Total	75	59	-16	-21%

PART ONE CRIMES

January 2014 / January 2015

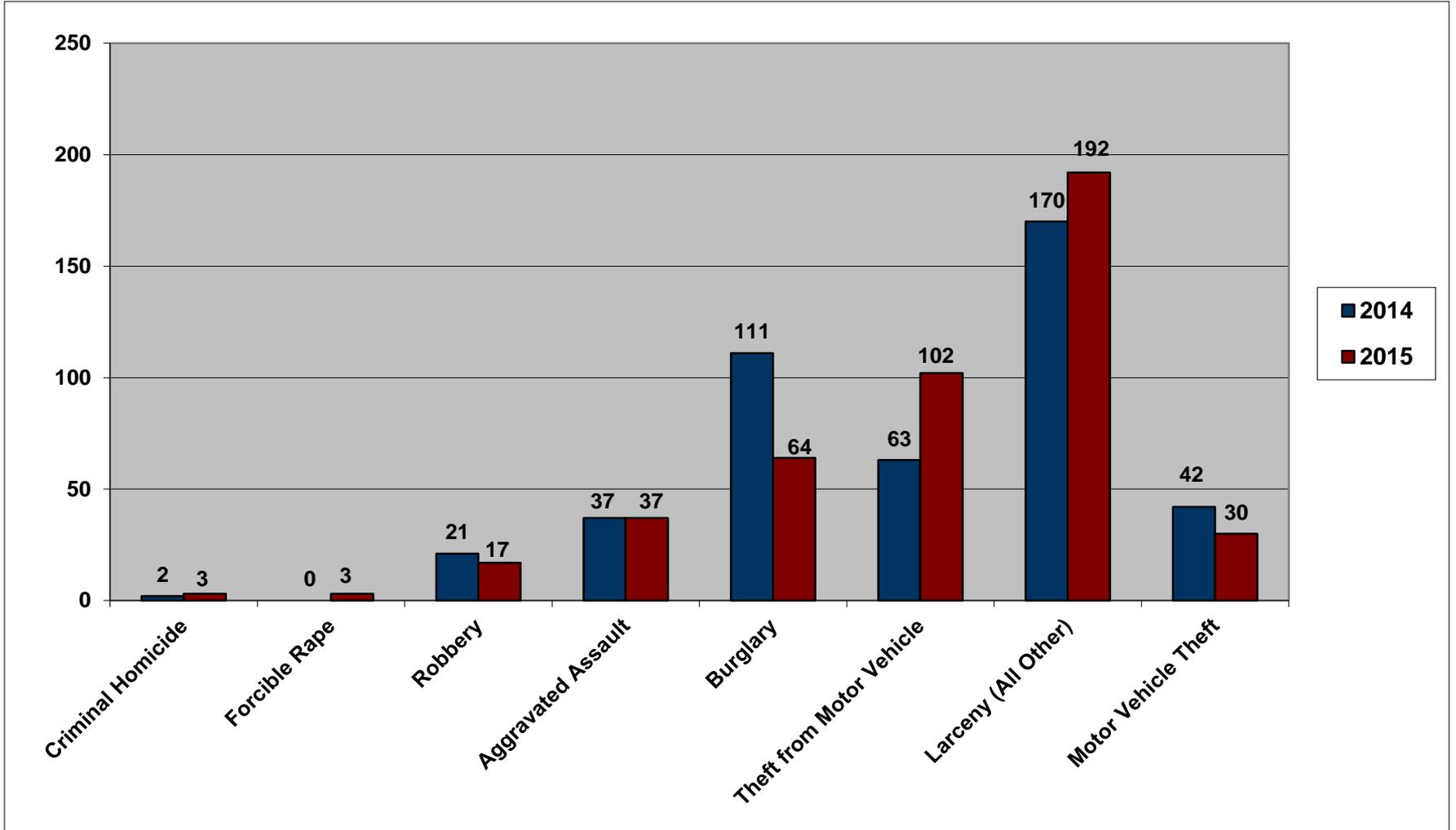
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PART ONE CRIMES

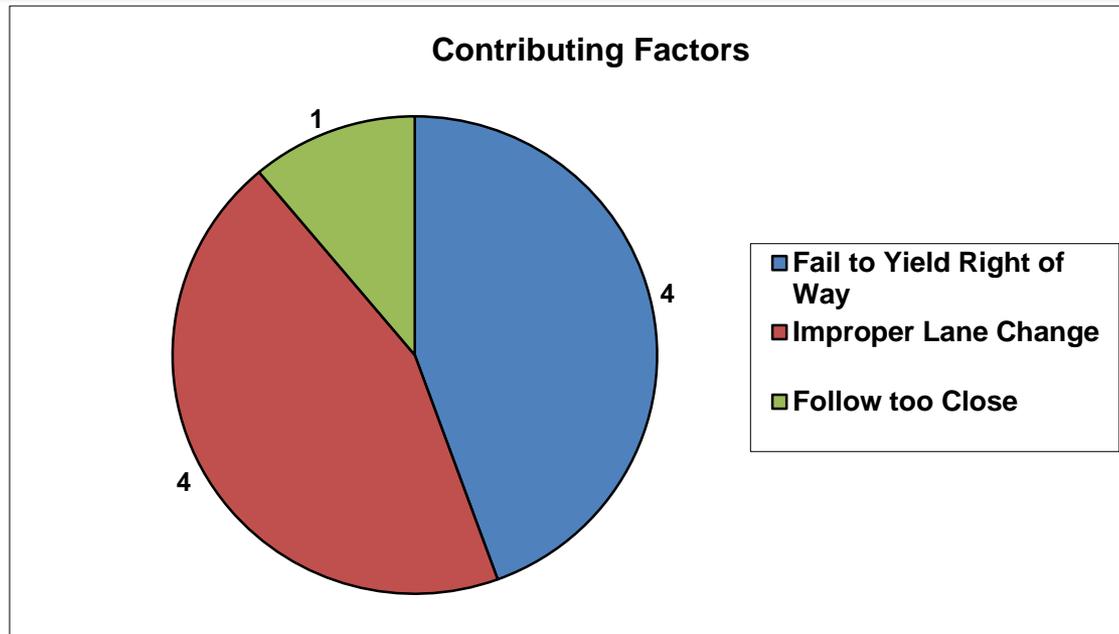
Year to Date Comparison

2014 / 2015



TOP FIVE ACCIDENT LOCATIONS

- **NW 167th ST, NW 37th AVE – 3**
- **NW 197th ST, NW 2nd AVE – 2**
- **NW 167th ST, NW 47th AVE – 2**
- **NW 207th ST, NW 2nd AVE – 1**
- **NW 167th ST, NW 47th AVE – 1**



TOP FIVE ACCIDENT LOCATIONS

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January 01 through January 31, 2015

NW 167th ST, NW 37th AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
81037625	2015000987	01/16/2015 18:26	Fail to Yield Right of Way
81037654	2015001259	01/21/2015 17:15	Improper Lane Change
81037715	2015001681	01/28/2015 13:01	Improper Lane Change

NW 197th ST, NW 2nd AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
81037538	2015000265	01/05/2015 14:56	Follow too Close
81037714	2015001679	01/28/2015 12:55	Fail to Yield Right of Way

NW 167th ST, NW 47th AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
81037707	2015001652	01/28/2015 08:00	Fail to Yield Right of Way
81037728	2015001761	01/29/2015 16:44	Improper Lane Change

NW 207th ST, NW 2nd AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
81037694	2015001572	01/27/2015 08:00	Fail To Yield Right of Way

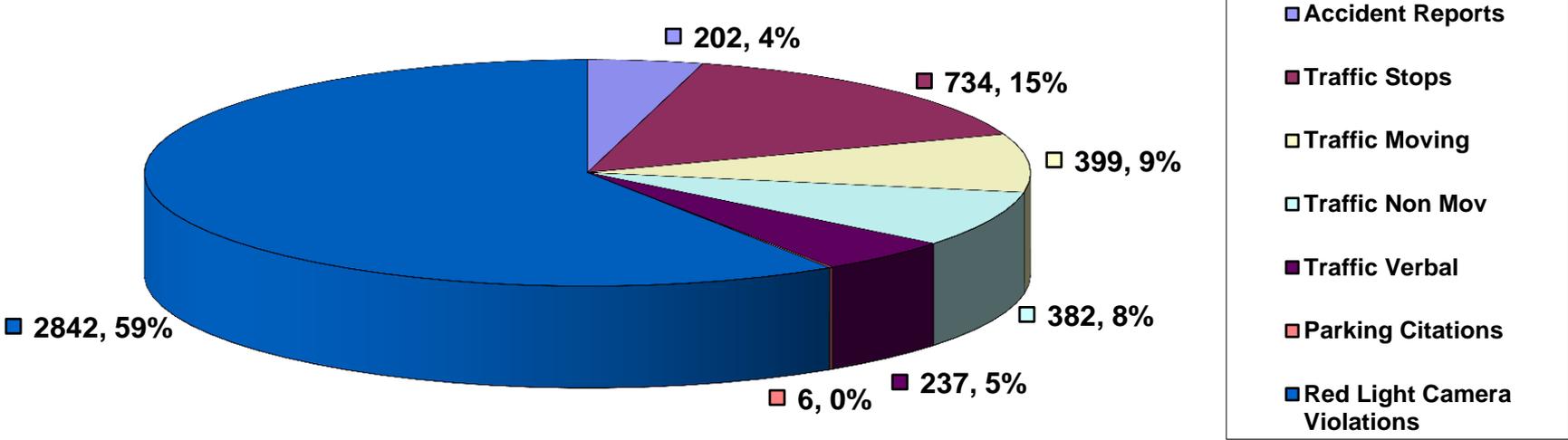
NW 167th ST, NW 47th AVE

<u>DHSMV #</u>	<u>Case #</u>	<u>Date/Time</u>	<u>Cause</u>
81037516	2015000064	01/02/2015 09:41	Improper Lane Change

TRAFFIC ENFORCEMENT SUMMARY 2015

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YEAR TO DATE
Accident Reports	202												202
Traffic Stops	734												734
Traffic Moving	399												399
Traffic Non Moving	382												382
Traffic Verbal	237												237
Parking Citations	6												6
Red Light Camera Violations	2842												2842

TRAFFIC ENFORCEMENT ACTIVITY JANUARY 2015





SPECIAL OPERATIONS BUREAU

**STREET CRIMES, CAREER CRIMINAL, TRAFFIC, K-9 AND GANG UNITS
JANUARY 2015**

**THESE PROACTIVE UNITS EFFECTED 153 ARRESTS.
24 Felony, 30 Misdemeanor, and 99 Traffic Arrest**

- **PROACTIVE PATROL** **48 Field Contacts**
 701 Traffic Citations

- **EXECUTED** **0 SEARCH WARRANTS**

- **SEIZED** **256 GRAMS OF MARIJUANA**
 0 GRAMS OF COCAINE
 7 FIREARMS

- **U.S. Marshall's Services** **10 Apprehension/Warrants related to CMG**
 10 Total Apprehension/Warrants

- **CANINE** **38 Deployments**
 445 Backups/Calls for Service

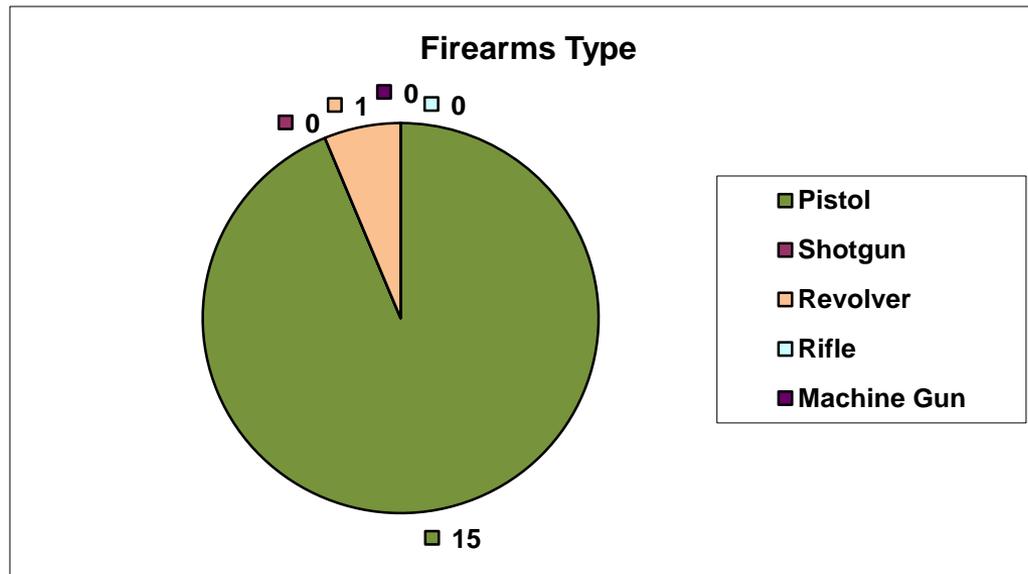
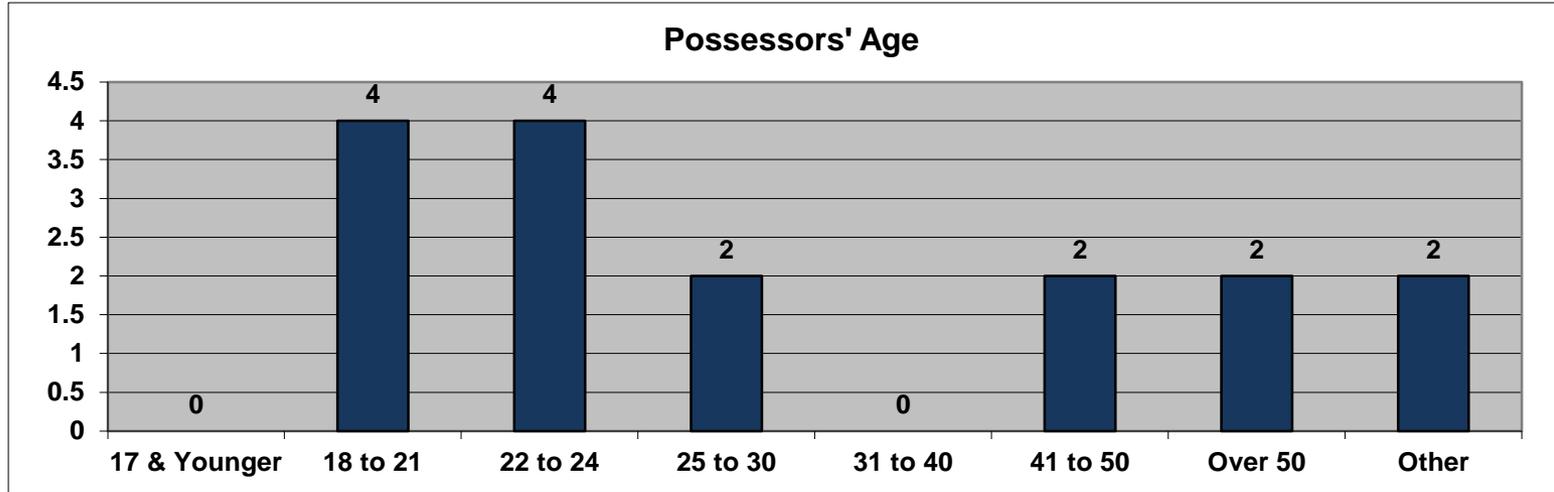
- **TRAFFIC** **2943 Red Light Violations Reviewed**
 1636 Sent to Court
 23 Hit & Run Investigations Assigned
 3 Traffic Homicides Assigned





CUSTODIAL FIREARMS

01/01/2015 to 01/31/2015



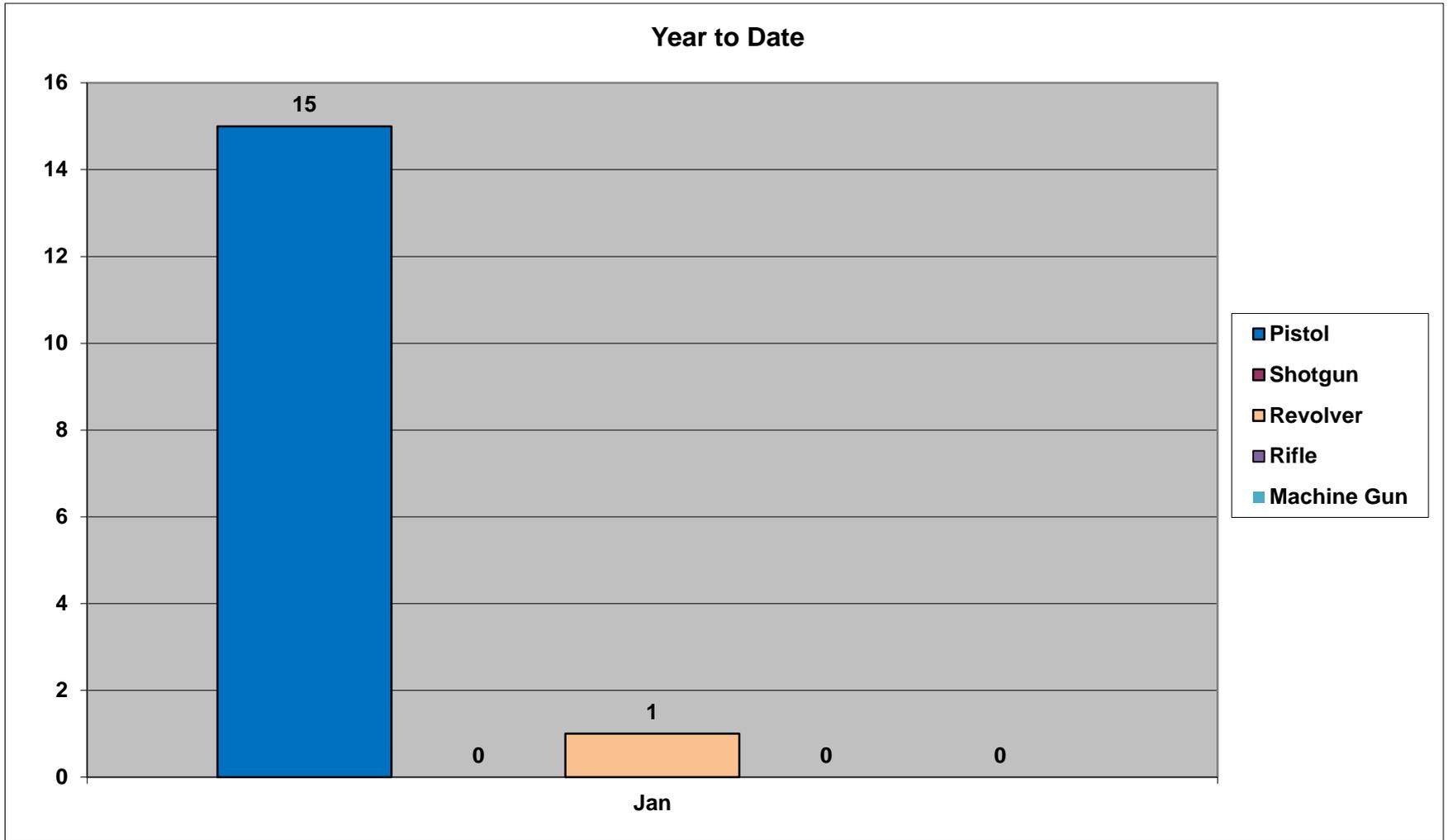
Total = 16





CUSTODIAL FIREARMS

Year to Date



14

Total = 16



TRAINING ANALYSIS

2014 TRAINING ACTIVITY

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
CLASSES ATTENDED	7	9	11	6	9	11	9	12	15	14	10	12	125
HOURS TAUGHT	297	244	514	108	264	248	216	294	464	472	220	330	3671
PARTICIPANTS	13	19	31	17	15	19	37	30	30	24	23	26	284

2015 TRAINING ACTIVITY

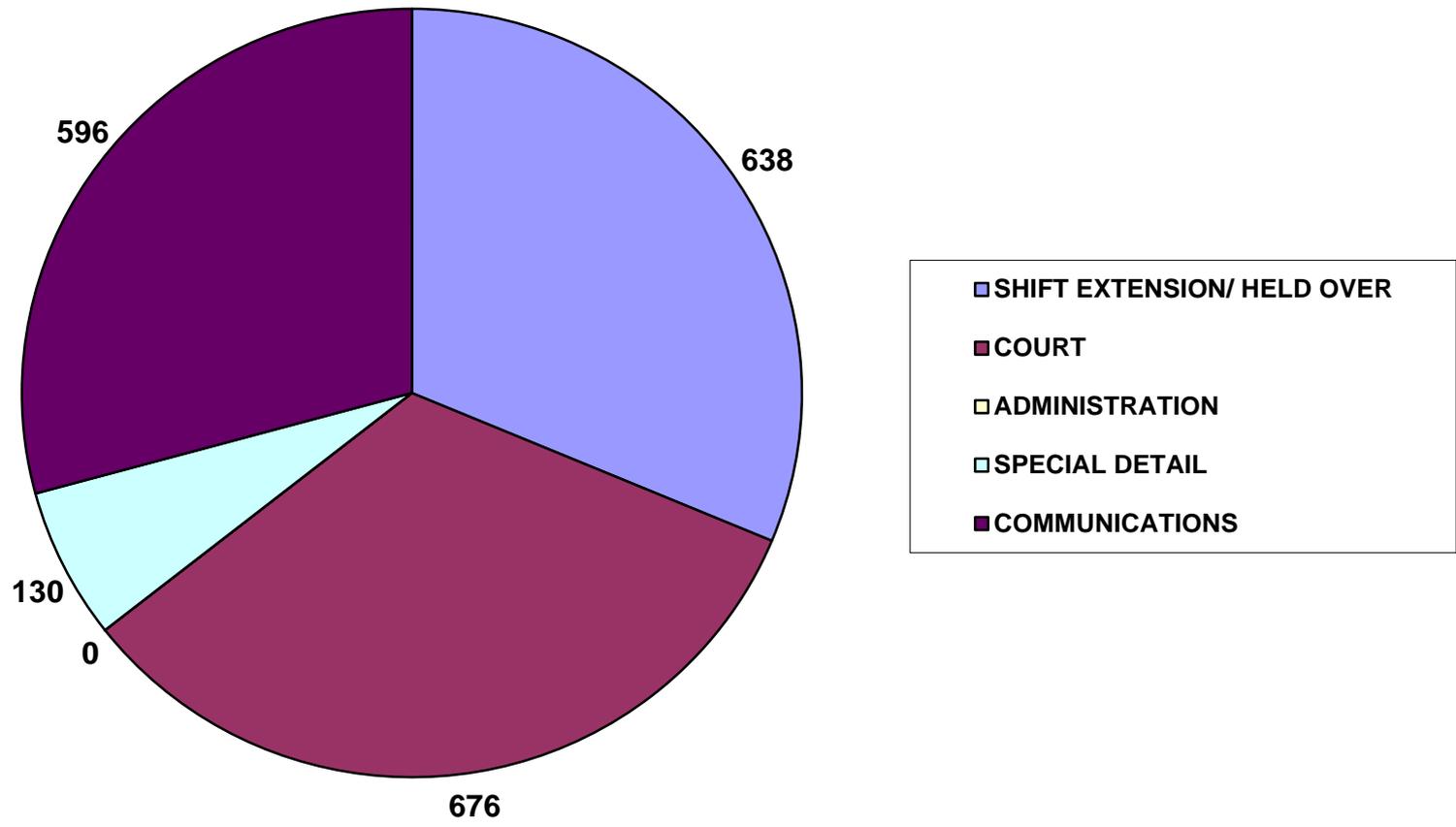
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
CLASSES ATTENDED	17												17
HOURS TAUGHT	507												507
PARTICIPANTS	35												35

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JANUARY 2015 - OVERTIME SUMMARY

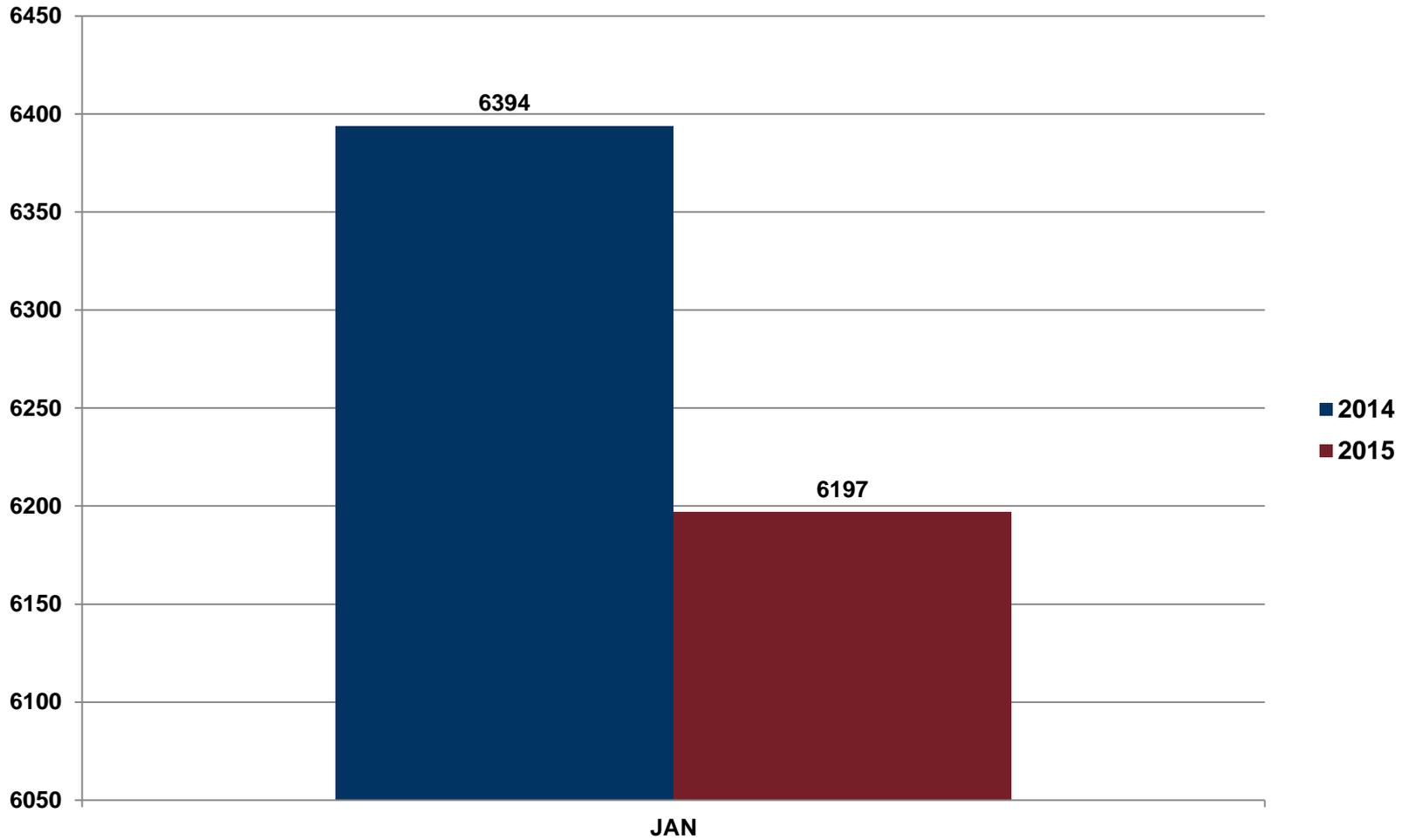
<u>CATEGORY</u>	<u>HOURS</u>
SHIFT EXTENSION/ HELD OVER	638
COURT	676
ADMINISTRATION	0
SPECIAL DETAIL	130
COMMUNICATIONS	596
TOTAL	2040

JANUARY 2015 – OVERTIME SUMMARY

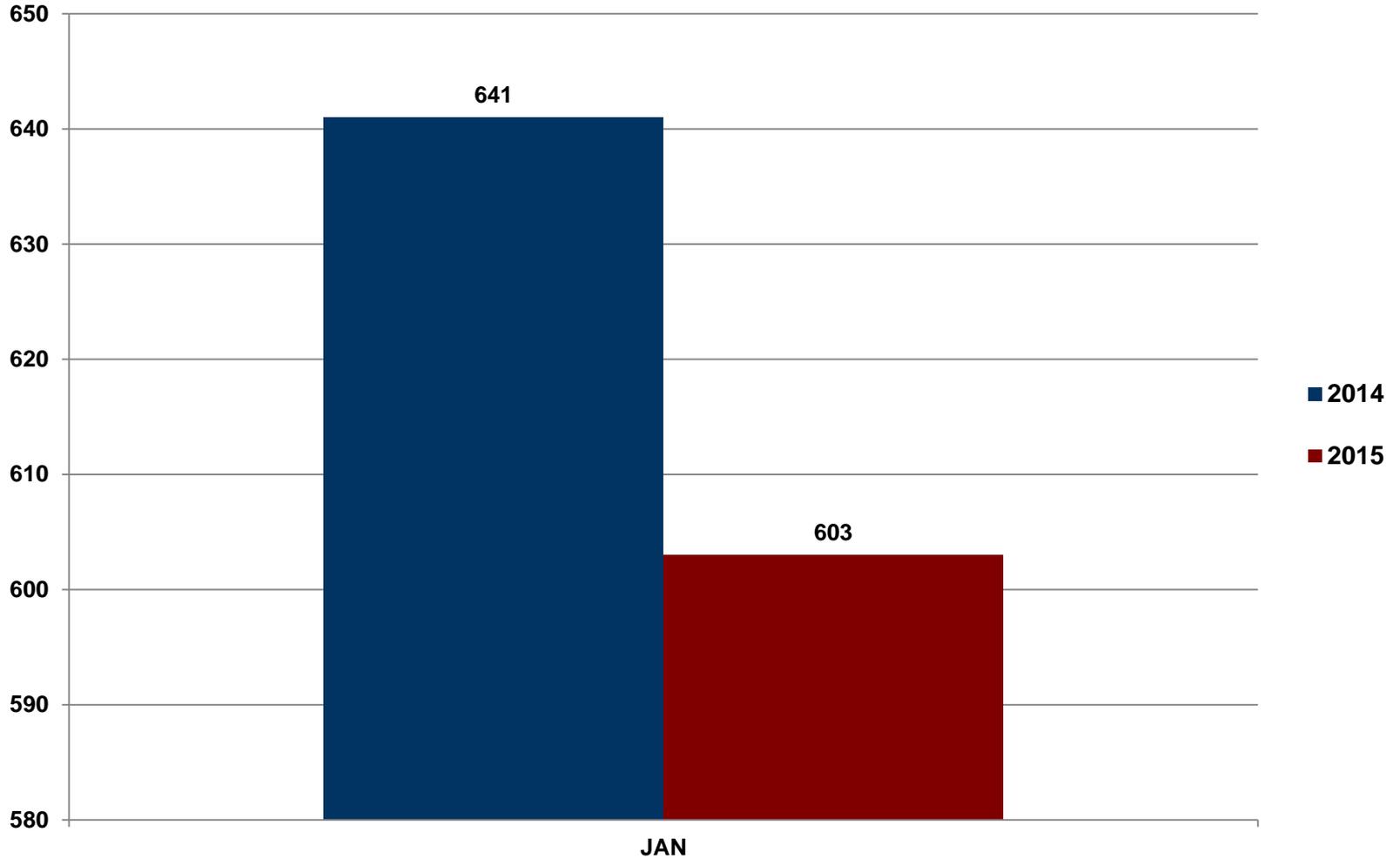


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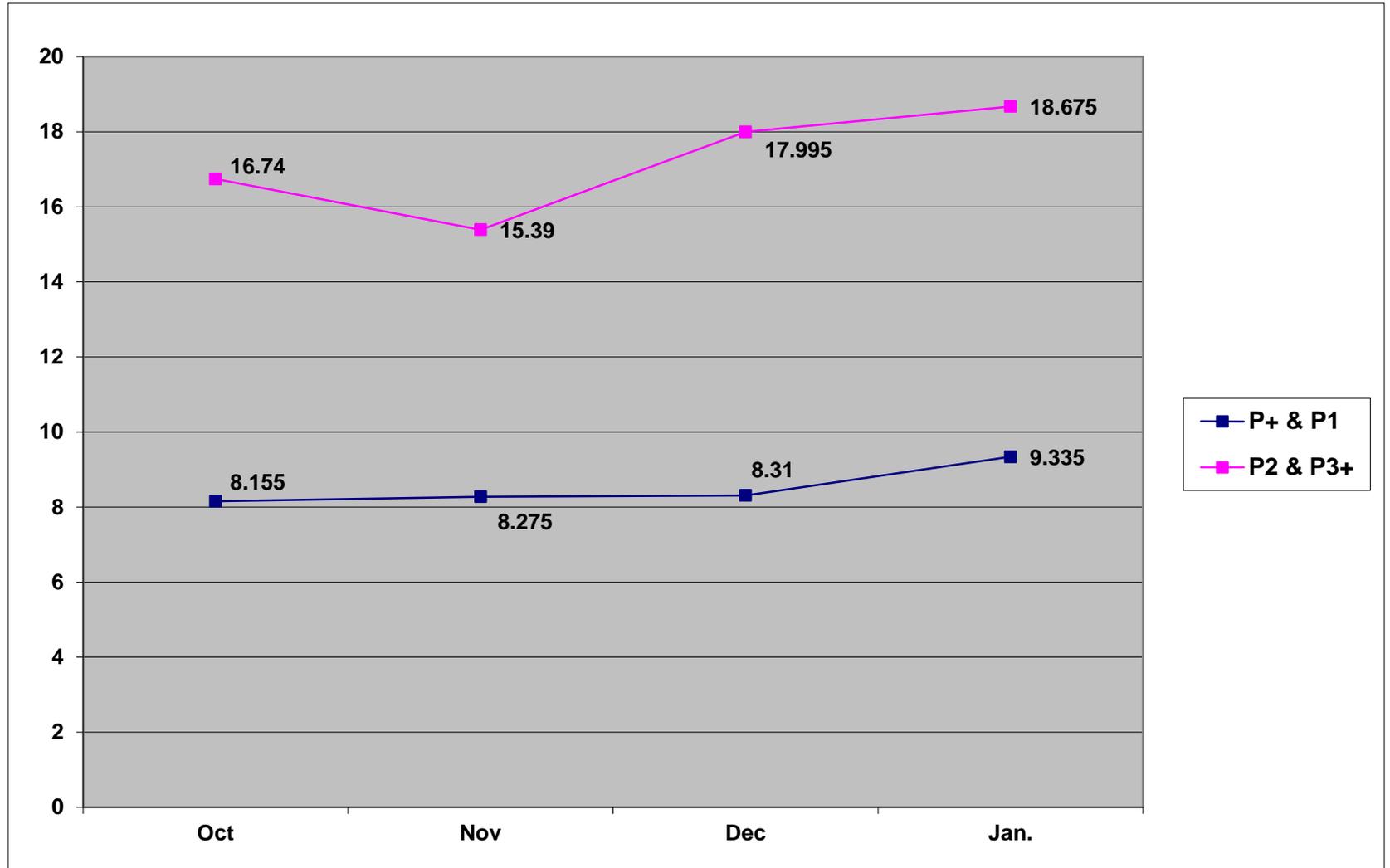
ROUTINE CALLS FOR SERVICE 2014 / 2015



EMERGENCY & PRIORITY CALLS FOR SERVICE 2014 / 2015



RESPONSE TIMES FOR CALLS FOR SERVICE 2015



MIAMI GARDENS POLICE DEPARTMENT

