



# CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

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

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

**Article VII of the Miami Gardens Code entitled, “Lobbyist” requires that all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay a one-time annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.**

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**
  - D-1) Regular City Council Minutes – February 25, 2015
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
  - F-1) Councilman Ighodaro – Black History Essay Contest Winners
  - F-2) Councilman Williams – Special Presentation

**(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, DIRECTING THAT THE CITY ATTORNEY AND CITY MANAGER TAKE ANY AND ALL STEPS NECESSARY TO DISSOLVE THE MIAMI GARDENS EXCELLENCE IN EDUCATION COUNCIL; PROVIDING FOR A TRANSFER OF FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR FELICIA ROBINSON)**

**K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING COUNCILMAN ERHABOR IGHODARO'S APPOINTMENT OF NATHANIEL MILLER TO THE NUISANCE ABATEMENT BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN IGHODARO)**

**K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA; AUTHORIZING THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE TO HOST THE SECOND ANNUAL CARIBBEAN HERITAGE CELEBRATION ON JUNE 16, 2015; AUTHORIZING THE COMMITTEE TO HOST FUNDRAISERS TO COVER THE COST OF THE EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY CLERK)**

**K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO APPLY FOR GRANT FUNDING FROM THE CITY, COUNTY AND LOCAL GOVERNMENT LAW SECTION**

**OF THE FLORIDA BAR, TO SUPPORT A LEGAL INTERNSHIP PROGRAM; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY)**

**K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT AND ADDENDUM WITH THE ARBOR DAY FOUNDATION FOR THE ACCEPTANCE OF TD GREEN STREETS GRANT, IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY FUTURE AGREEMENTS, AS NECESSARY FOR THE ACCEPTANCE OF GRANT FUNDS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE ACCEPTANCE OF FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE EDWARD BYRNE GRANT, IN THE AMOUNT OF TWELVE THOUSAND NINE HUNDRED FIFTY THREE DOLLARS (\$12,953.00) FOR FISCAL YEAR 2015, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RENEWAL AGREEMENT WITH THE MIAMI GARDENS CHAMBER OF COMMERCE FOR CONSULTING SERVICES FOR FISCAL YEAR 2015, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE ALLOCATION OF FORTY THOUSAND DOLLARS (\$40,000.00) FROM THE GENERAL**

**FUND FOR ECONOMIC DEVELOPMENT SERVICES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR A NUNC PRO TUNC EFFECT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**(L) RESOLUTION(S)**

None

**QUASI-JUDICIAL ZONING HEARINGS:**

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

**M-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CODE OF ORDINANCES (LAND DEVELOPMENT REGULATIONS) AS OUTLINED ON EXHIBIT "A" ATTACHED HERETO; AMENDING SECTION 34-13 - ZONING DISTRICTS ESTABLISHED; AMENDING SECTION 34-14 - PURPOSE AND INTENT OF ZONING DISTRICTS; AMENDING SECTION 34-287 - USE REGULATIONS, GENERALLY; AMENDING SECTION 34-288 USES PERMITTED WITH EXTRA REQUIREMENTS; AMENDING SECTION 34-311 - ACCESSORY USE TABLE; AMENDING SECTION 34-312 - ADDITIONAL USES AND BUILDING STANDARDS; AMENDING SECTION 34-342 - TABLES FOR DEVELOPMENT STANDARDS; AMENDING SECTION 34-392 - COMMERCIAL PARKING FACILITIES; AMENDING SECTION 34-444 - LANDSCAPE, BUFFERING MINIMUM STANDARDS; AMENDING SECTION 34-732 - DEFINITIONS OF TERMS; CREATING DIVISION 6 OF ARTICLE XV – ENTERTAINMENT OVERLAY DISTRICT TO PROVIDE FOR ADDITIONAL REGULATIONS; CREATING A LOCATION FOR THE ENTERTAINMENT OVERLAY DISTRICT AREA AS OUTLINED IN EXHIBIT "B" ATTACHED HERETO; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

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

None

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

None

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

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

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

**(S) ADJOURNMENT**

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT. 2830, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT. 2830. THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY'S WEBSITE AT [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov).

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



## City of Miami Gardens Agenda Cover Memo

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

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DIRECTING THAT THE CITY ATTORNEY AND CITY MANAGER TAKE ANY AND ALL STEPS NECESSARY TO DISSOLVE THE MIAMI GARDENS EXCELLENCE IN EDUCATION COUNCIL; PROVIDING FOR A TRANSFER OF FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

On February 24, 2010, the City Council authorized the City Manager and City Attorney to take all steps necessary to create the Miami Gardens Excellence in Education Council (“Education Council”). The Education Council was formed for the purpose of advancing educational and cultural opportunities in the City of Miami Gardens.

**Item K-1) Consent Agenda  
Resolution  
Dissolve Miami Gardens Excellence  
in Education Council**

Although, the Education Council operated successfully for a number of years, in recent months, the Education Council has not operated because of the failure to have a quorum present for meetings. Moreover, the State of Florida requires that certain reports be filed in order to continue operation, but without a quorum, it becomes difficult to file these reports. Despite efforts to reconstitute the Education have not been successful.

Vice Mayor Felicia Robinson is recommending that the City Council dissolve the Education Council and that the City continue the mission of the Education Council. Upon dissolution of the Education Council, any funds held by the Education Council must be distributed to a state or local government or to an exempt organization. It is being recommended that the funds be distributed to the City of Miami Gardens, with a determination of how those funds will be spent to be made at a future time.

**Proposed Action:**

That the City Council approves the attached Resolution.

**Attachment:**

RESOLUTION NO. 2014\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, DIRECTING THAT THE CITY ATTORNEY AND CITY MANAGER TAKE ANY AND ALL STEPS NECESSARY TO DISSOLVE THE MIAMI GARDENS EXCELLENCE IN EDUCATION COUNCIL; PROVIDING FOR A TRANSFER OF FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 24, 2010, the City Council authorized the City Manager and City Attorney to take all steps necessary to create the Miami Gardens Excellence in Education Council ("Education Council"), and

WHEREAS, the Education Council was formed for the purpose of advancing educational and cultural opportunities in the City of Miami Gardens, and

WHEREAS, the Education Council operated successfully for a number of years, but in recent months, the Education Council has not operated because of the failure to have a quorum present for meetings, and

WHEREAS, the State of Florida requires that certain reports be filed in order to continue operation, but without a quorum, it becomes difficult to file these reports, and

WHEREAS, despite attempts to reconstitute the Education Council, these attempts have not been successful, and

WHEREAS, Vice Mayor Felicia Robinson is recommending that the City Council dissolve the Education Council and that the City continue the mission of the Education Council, and

WHEREAS, upon dissolution of the Education Council, any funds held by the Education Council must be distributed to a state or local government or to an exempt organization, and

30 WHEREAS, it is being recommended that the funds be distributed to the City of  
31 Miami Gardens, with a determination of how those funds will be spent to be made at a  
32 future time,

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

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

38 Section 2: DIRECTION: The City Council of the City of Miami Gardens hereby  
39 directs that the City Attorney and City Manager take any and all steps necessary to  
40 dissolve the Miami Gardens Excellence in Education Council, and that funds being held  
41 by the Miami Gardens Excellence in Education Council be transferred to the City of  
42 Miami Gardens, with a determination of how those funds will be spent to be made at a  
43 future time.

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

46 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
47 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2014.

48

49

50

51

52

53

54

55

56

57

58

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

**ATTEST:**

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





## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	March 11, 2015		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		x		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>			<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i> N/A			
				X			
<b>Sponsor Name</b>	Erhabor Ighodaro, Council Member		<b>Department:</b> 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 ERHABOR IGHODARO'S APPOINTMENT OF NATHANIEL MILLER TO THE NUISANCE ABATEMENT BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

In accordance with the establishment of the Nuisance Abatement Board, Councilman Erhabor Ighodaro hereby submits the appointment of Nathaniel Miller for membership. The term of this appointment shall expire, March 11, 2017.

**Proposed Action:**

That the City Council approves this resolution.

**Item K-2) Consent Agenda  
Resolution  
Appt to Nuisance Abatement Board**

**Attachment:**

RESOLUTION NO. 2015\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING COUNCILMAN ERHABOR IGHODARO'S APPOINTMENT OF NATHANIEL MILLER TO THE NUISANCE ABATEMENT BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 24, 2009, the City Council established a Nuisance Abatement Board, and

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

WHEREAS, Councilman Erhabor Ighodaro has appointed Nathaniel Miller to the Nuisance Abatement Board, and

WHEREAS, it is appropriate for the City Council to acknowledge this appointment,

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

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

Section 2: ACKNOWLEDGEMENT: The City Council of the City of Miami Gardens hereby acknowledges Councilman Erhabor Ighodaro appointment of Nathaniel Miller to the Nuisance Abatement Board.

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

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





## City of Miami Gardens Agenda Cover Memo

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

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA; AUTHORIZING THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE TO HOST THE SECOND ANNUAL CARIBBEAN HERITAGE CELEBRATION ON JUNE 16, 2015; AUTHORIZING THE COMMITTEE TO HOST FUNDRAISERS TO COVER THE COST OF THE EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

The City of Miami Gardens Caribbean Affairs Advisory Committee was created in 2009. The purpose of this advisory committee is to keep the Council informed of issues that affect the city's Caribbean community; preserve and enhance the Caribbean culture within the city, and to promote greater appreciation and awareness of the Caribbean culture amongst the population of the city; give advice to the city council with respect to issues that affect the Caribbean community and recommend to the city

**Item K-3) Consent Agenda  
Resolution  
Caribbean Affairs Advisory Board Event**

council social and cultural activities with the Caribbean focus and to assist with the implementation of those activities at the direction of the council.

The Caribbean Affairs Advisory Committee is planning its Second Annual Caribbean-American Heritage Month Celebration, Tuesday, June 16, 2015, from 6:00 – 8:00 p.m., at the Betty T. Ferguson Recreation Complex. During this event exemplary students and business owners of Caribbean descent in the City of Miami Gardens will be recognized.

The Caribbean Affairs Advisory Committee is seeking Council's approval to host this event. In addition the Committee asks approval to initiate fund raising efforts to offset the cost of the event, as well as to generate funding for scholarship awards for deserving students. It is the intent of the Committee to have all funds raised no later than Friday, May 22, 2015.

**Proposed Action:**

That the Council adopt this resolution, approving the Second Annual Caribbean-American Heritage Month Celebration and fund raising initiative.

**Attachment:**

RESOLUTION NO. 2015\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA; AUTHORIZING THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE TO HOST THE SECOND ANNUAL CARIBBEAN HERITAGE CELEBRATION ON JUNE 16, 2015; AUTHORIZING THE COMMITTEE TO HOST FUNDRAISERS TO COVER THE COST OF THE EVENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 27, 2009, the City Council established the City of Miami Gardens' Caribbean Affairs Advisory Committee to preserve and enhance the Caribbean culture within the City, and

WHEREAS, the Caribbean Affairs Advisory Committee desires to host a Caribbean-American Heritage Celebration on June 16, 2015, to be held at the Betty T. Ferguson Recreational Complex from 6:00 to 8:00 p.m., and

WHEREAS, the event will include workshops with invited speakers, and

WHEREAS, the Caribbean Affairs Advisory Committee will host fundraisers to offset the cost of the 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 Caribbean Affairs Committee to host the Second Annual Caribbean Heritage Celebration on June 16, 2015 at the Betty T. Ferguson Recreational Complex; and further authorizes the Committee to host fundraisers to cover the cost of the event.

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.

35

36

37

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

38

39

40

41

**ATTEST:**

42

43

44

45

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

46

47

48

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

49

50

51

SPONSORED BY: RONETTA TAYLOR, CITY CLERK, MMC

52

53

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

54

55

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

56

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)

61

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

62

Councilman Rodney Harris \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

63

Councilman Erhabor Ighodaro, Ph.D. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

64



## City of Miami Gardens Agenda Cover Memo

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

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO APPLY FOR GRANT FUNDING FROM THE CITY, COUNTY AND LOCAL GOVERNMENT LAW SECTION OF THE FLORIDA BAR, TO SUPPORT A LEGAL INTERNSHIP PROGRAM; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

The City, County and Local Government Law Section of The Florida Bar is offering grant funding to local government attorney offices. If awarded, the grant funds must be allocated towards an internship

**Item K-4) Consent Agenda  
Resolution  
Grant Funding for Legal Internship**

stipend. The City Attorney is seeking the authority to apply for the grant for the purpose of hiring a law student intern. The internship will present a great opportunity for a law student to gain experience in the practice of municipal law and civic engagement. The City Attorney is also seeking the authority to execute agreements and take any steps necessary to accept grant funds, if awarded to the City.

**Proposed Action:**

That the City Council adopts the attached Resolution.

**Attachment:**

None.

RESOLUTION NO. 2015\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO APPLY FOR GRANT FUNDING FROM THE CITY, COUNTY AND LOCAL GOVERNMENT LAW SECTION OF THE FLORIDA BAR, TO SUPPORT A LEGAL INTERNSHIP PROGRAM; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City, County and Local Government Law Section of The Florida Bar is offering grant funding to local government attorney offices , and

WHEREAS, if awarded, the grant funds must be allocated towards an internship stipend, and

WHEREAS, the City Attorney is seeking the authority to apply for the grant for the purpose of hiring a law student intern, and

WHEREAS, the internship will present a great opportunity for a law student to gain experience in the practice of municipal law and civic engagement, and

WHEREAS, the City Attorney is also seeking the authority to execute agreements and take any steps necessary to accept grant funds, if awarded to the City,

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 Attorney to apply for grant funding from the City, County and Local Government Law Section of The Florida Bar, to support a legal internship

32 program; and further authorizes the City Manager and the City Attorney to take any and  
33 all steps necessary to accept grant funds.

34 Section 3: 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.

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

**ATTEST:**

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

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

SPONSORED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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

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

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

67

68



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	March 11, 2015		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> <b>X</b>	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		<b>x</b>		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	TD Bank /Arbor Day Foundation		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
							<b>X</b>
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
	<b>X</b>						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
<b>Sponsor Name</b>	Cameron D. Benson, City Manager		<b>Department:</b>	Grants Administration Public Works			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT AND ADDENDUM WITH THE ARBOR DAY FOUNDATION FOR THE ACCEPTANCE OF TD GREEN STREETS GRANT, IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY FUTURE AGREEMENTS, AS NECESSARY FOR THE ACCEPTANCE OF GRANT FUNDS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

**Background**

**Item K-5) Consent Agenda  
Resolution  
Addendum with Arbor Day Foundation**

TD Green Streets supports innovative practices in community forestry. Through this grant program, municipalities are eligible to receive one of ten \$20,000 grants in support of local forestry projects in low- to moderate- income neighborhoods. Additionally, the municipality must be a current Arbor Day Foundation Tree City USA Community within TD Bank's footprint.

**Current Situation**

TD Green Streets grant proposals are evaluated on the following criteria: Innovation, Partnership and Community Involvement, Technical Training/Education, Maintenance and Evaluation.

Miami Gardens' proposal requests funding from the TD Bank Green Streets grant program for a tree planning and volunteer training project located at Guava Grove Estates (NW 28<sup>th</sup> Court from NW 153<sup>rd</sup> Terrace to NW 154<sup>th</sup> Terrace).

The Guava Grove Tree Planting Project goals are to:

- 1) Plant 24 Japanese Fern trees and 27 Japanese Privet trees,
- 2) Create a tree canopy within the Guava Estates area,
- 3) Conduct training workshops and a tree planting day event involving volunteers and youth,
- 4) Create environmental awareness and,
- 5) Help support and build a trained community enthusiastic about trees.

**Fiscal Impact**

There is no match requirement for this grant. The City will receive the \$20,000 after all the requirements of the grant are met and a final report be submitted within 2 months after the completion of the project.

**Proposed Action:**

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

**Attachment:**

Exhibit A – TD Green Streets Grant Award FY2015

RESOLUTION NO. 2015\_\_\_\_\_

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY  
5 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST,  
6 RESPECTIVELY THAT CERTAIN AGREEMENT AND  
7 ADDENDUM WITH THE ARBOR DAY FOUNDATION FOR THE  
8 ACCEPTANCE OF TD GREEN STREETS GRANT, IN THE  
9 AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00);  
10 AUTHORIZING THE CITY MANAGER TO EXECUTE ANY  
11 FUTURE AGREEMENTS, AS NECESSARY FOR THE  
12 ACCEPTANCE OF GRANT FUNDS; PROVIDING FOR THE  
13 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN  
14 EFFECTIVE DATE.  
15

16 WHEREAS, the City has been awarded the TD Green Streets grant by the Arbor  
17 Day Foundation, and

18 WHEREAS, in accordance with the grant award, the City will plant trees and  
19 create a canopy in Guava Estates, and

20 WHEREAS, the Arbor Day Foundation will award the City Twenty Thousand  
21 Dollars (\$20,000.00) after the completion of the and planting project,

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

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

27 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
28 hereby authorizes the City Manager and the City Clerk to execute and attest,  
29 respectively that certain Agreement and Addendum with the Arbor Day Foundation for  
30 the acceptance of TD Green Streets Grant, in the amount of Twenty Thousand Dollars  
31 (\$20,000.00); and further authorizes the City Manager to execute any future

32 agreements, as necessary for the acceptance of grant funds, subject to review by the  
33 City Attorney.

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

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

39 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
40 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2015.

41

42

43

44

45

46

47

**ATTEST:**

48

49

50

51

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

52

53

54

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

55

56

57

SPONSORED BY: CAMERON BENSON, CITY MANAGER

58

59

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

60

61

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

62

63

Mayor Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

64

Vice Mayor Felicia Robinson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

65

Councilwoman Lillie Q. Odom \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

66

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

67

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

68

Councilman Rodney Harris \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

69

Councilman Erhabor Ighodaro, Ph.D. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

**TD GREEN STREETS GRANT RECIPIENT AGREEMENT 2015**

**The Arbor Day Foundation** and the Municipality of Miami Gardens (the "Recipient") agree that the following terms and conditions shall govern the participation by the Recipient in the **TD Green Streets** program.

**Miami Gardens**  
18605 NW 27th Avenue  
Miami Gardens, FL 33056  
305-914-9071  
Denese Williams  
dwilliams@miamigarden-fl.gov

**Arbor Day Foundation**  
211 N 12<sup>th</sup> St.  
Lincoln, NE 68508  
888-448-7337  
Mary Sweeney  
msweeney@arborday.org

1. The Recipient hereby confirms the contents of the Application to the **TD Green Streets** program made by the Recipient on the 13<sup>th</sup> day of February, 2015 and acknowledges that it will carry out in full the tree-planting program and related activities set out therein (the "Project"), in accordance with the Application with any changes approved in writing by the Arbor Day Foundation.
2. The Recipient is responsible for obtaining all necessary consents or permits which may be required to be obtained in order to carry out the Project, and agrees to supply evidence of such consents or permits upon request to the Arbor Day Foundation or its designate.
3. The Recipient agrees that personnel from the Arbor Day Foundation, or its designate shall have reasonable access to the project areas at all times for the purposes of inspecting or participating in the activities undertaken in furtherance of the Project.
4. The Recipient will receive funding in the amount of \$20,000.
5. Payment of the Contribution will be provided to the Recipient only in accordance with the following provisions:
  - Starting July 30, 2015 and only after receipt of Final Report and a completed W9 form- Appendices "A" and "C"; the Arbor Day Foundation will issue a check in the amount of \$20,000 to the Recipient.
  - The Recipient will provide a Final Report within 2 months of the Project completion using the form provided and based on the work outlined in the Application.
  - The Final Report is due no later than November 30, 2015.
  - The Final Report is to be sent to the Arbor Day Foundation.
6. In addition to the obligation to submit the reports provided for in paragraph 5 above, the Recipient shall maintain proper records on Project revenues, expenditures and accomplishments, which records shall at all times be open to the Arbor Day Foundation or its designate for inspection and audit. Recipient agrees to complete an Event Profile and Post Event Snapshot to be shared with the Arbor Day Foundation – Appendix "B"
7. The Recipient undertakes to ensure that the TD Green Streets logo, to be supplied by the Arbor Day Foundation, is prominently displayed or applied in all notices, publications, advertisements and other materials produced for or by the Recipient in relation to the Project. The Recipient must submit all materials to the Arbor Day Foundation for approval before production and distribution. Feedback will be provided within 3 business days. The Recipient acknowledges that the rights to

display and otherwise use the Identity is granted only with respect to this Project and agrees that it shall not use the Identity in any other manner at any other time.

- 8. The Recipient shall indemnify and save harmless personnel from the Arbor Day Foundation, or its designate or partners from and against all claims, demands, losses, damages or costs of any kind based upon any injury to or death of a person or damage to or loss of property because of any wilful or negligent act on the part of the Recipient.
- 9. The Recipient is required to acknowledge the TD Green Streets program with a public Event that engages the community. The Recipient and Arbor Day Foundation agree that any public announcement or event planned in respect to the Project shall reflect that it is a joint effort of the Recipient, TD Bank and the Arbor Day Foundation. The Recipient assumes the responsibility of informing the Arbor Day Foundation about the Event a minimum of six (6) weeks in advance to ensure that representatives from TD Bank and local dignitaries have an opportunity to participate. If the event is to be held after May 1, 2015, the Recipient must notify the Arbor Day Foundation of what date in the future the event will be held by May 31, 2015. The Recipient will also provide the name and contact information of the staff person responsible for the Event to Arbor Day Foundation.
- 10. The Recipient agrees to keep confidential any information relating to this grant and agrees not to disclose any information to the public or media until after the official announcement on March 17, 2015 unless required to by law or a court of competent jurisdiction.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

**SIGNED, SEALED AND DELIVERED**

The Arbor Day Foundation

Miami Gardens, FL

Per: \_\_\_\_\_  
Name, Title

Per: \_\_\_\_\_  
Name, Title

Date:

Date:

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name of Witness:

Print Name of Witness:

*Unless otherwise requested, this agreement must be signed and returned to the Arbor Day Foundation no later than February 28, 2015.*

**Appendix A – Final Report Template**

The TD Green Streets 2015 – Project Final Report is due within 2 months of the project completion using the form provided and based on the work outlined in the Application. The Final Report is due no later than November 30, 2015.

**TD Green Streets 2015- PROJECT FINAL REPORT**

<b>Project Location (include street address with zip)</b>	
<b>Project Name</b>	
<b>Municipality &amp; State</b>	
<b>Project Cost</b>	
<b>Community Tax ID</b>	
<b>Organization Tax ID</b>	
<b>Exact location(s) of planting(s) (include street address with zip)</b>	
<b>Census Tract</b>	

<b>Primary Contact Name</b>	
<b>Address (include zip)</b>	
<b>Phone #</b>	
<b>Fax #</b>	
<b>Email</b>	
<b>Project start date</b>	
<b>Project completion date</b>	

**Check payable to:**

<b>Address (include zip)</b>	
<b>Phone #</b>	
<b>Fax #</b>	
<b>Email</b>	

--

**Project Description**

**Project addresses the following areas: (check all that apply)**

<input type="checkbox"/>	Neighborhoods revitalization
<input type="checkbox"/>	Storm-damaged areas
<input type="checkbox"/>	Neglected urban spaces
<input type="checkbox"/>	Enhanced school grounds
<input type="checkbox"/>	Street Trees
<input type="checkbox"/>	Other (please specify)

**How many people participated in the project and how were they engaged?**

	Number	Engagement
Landowners		
Residents		
Municipal Reps		
Schools / Students		
Other (please specify)		

**Were any local schools involved? If so, please describe.**

**What kind of educational material was developed for the project?**

**How much was produced and how was it distributed? (Provide samples if available):**

**Did any other funding partners support the project? If yes, please list and describe support:**

Partner	Funding

**Event information, sponsor recognition, media, dignitaries:**



**Describe Long-Term Tree Maintenance Plan**

**REQUIRED: Please enclose project photos on a CD (before and after, event photos, and media clippings with this report.**

**Submitted By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Appendix B**

The TD Green Streets Event Profile and Post-Event Snapshot are examples of what you will be expected to complete and return to the Arbor Day Foundation. Digital copies will be supplied to you.

**TD Green Streets Event Profile**

Please note, the Event Profile is due four (4) weeks *prior* to your event. We will review this on a call in preparation for your event.

<b>Event Date:</b>	
<b>Event Location:</b>	
<b>Event Description:</b>	
<b>TD Representative:</b>	
<b>ADF Representative:</b>	
<b>Photographer:</b>	
<b>Municipality Representative(s)/ Key Contact:</b>	
<b>Presenters:</b>	
<b>Other Attendees:</b>	
<b>** Marketing/PR:</b>	
<b>Reminder ~ All marketing must be reviewed by TD Bank &amp; Arbor Day</b>	
<b>Special Notes:</b>	

**DELIVER SIGNAGE AND KIT TO:**

**Event Contact Information:**

**City Contact**  
Name:  
Phone:  
E-mail:

**TD Bank Representative**  
Name:  
Phone:  
E-mail:

**Arbor Day Foundation:**  
Mary Sweeney  
(402) 473-2034  
msweeney@arborday.org

**TD Bank/US Program Manager**  
Katie Thiemann  
(856) 470-3695  
katie.thiemann@td.com

**TD Green Streets Post-Event Snapshot**

Congratulations on celebrating your community's TD Green Streets grant. Please take a few minutes to complete the following post-event recap. This snapshot is due within three (3) days *after* the completion of your event.

**Who attended the event? (check all that apply)**

- City officials**
  - If so, who (please list)
  
- Other dignitaries**
  - If so, who (please list)
  
- Community partners**
  - If so, who (please list)
  
- Media**
  - If so, which outlets (please list)
  
- Members of the community**
  - If so, approximately how many

We look forward to seeing your final report for more details. Please send it through by November 30, 2015 to receive your grant funds.

**ADDENDUM TO THE 2015 TD GREEN GRANT RECIPIENT AGREEMENT  
BETWEEN CITY OF MIAMI GARDENS AND THE ARBOR DAY FOUNDATION**

THIS ADDENDUM (“Addendum”) is incorporated into that certain Agreement between the City of Miami Gardens (“City”) and the Arbor Day Foundation.

1. Paragraph 8 shall be stricken in its entirety and replaced with the following:

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

2. Paragraph 10 shall be stricken in its entirety and replaced with the following:

To the extent required by law, the Arbor Day Foundation shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, the Arbor Day Foundation 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.

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

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

**CITY OF MIAMI GARDENS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Cameron Benson, City Manager

**ATTEST:**

\_\_\_\_\_  
Ronetta Taylor, MMC, City Clerk

Approved as to form and legal  
Sufficiency:

\_\_\_\_\_  
Sonja K. Dickens, City Attorney

**THE ARBOR DAY FOUNDATION**

By: \_\_\_\_\_  
Mary Sweeney

Witnesses:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	<b>March 11, 2015</b>		<b>Item Type:</b> <small>(Enter X in box)</small>	<b>Resolution</b> <b>X</b>	<b>Ordinance</b>	<b>Other</b>
<b>Fiscal Impact:</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <small>(Enter X in box)</small>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>
		<b>X</b>		<b>Public Hearing:</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>
<b>Funding Source:</b>	<b>Miami-Dade County Edward Byrne Memorial Justice Assistance Grant</b>		<b>Advertising Requirement:</b> <small>(Enter X in box)</small>		<b>Yes</b>	
<b>Contract/P.O. Required:</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<b>NA</b>		
		<b>X</b>				
<b>Strategic Plan Related</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Objective/Strategy:</b> <small>(list the specific objective/strategy this item will address)</small>		
		<b>X</b>				
<b>Sponsor Name</b>	<b>Cameron Benson, City Manager</b>		<b>Department:</b>	<b>Police Department</b>		

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE ACCEPTANCE OF FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE EDWARD BYRNE GRANT, IN THE AMOUNT OF TWELVE THOUSAND NINE HUNDRED FIFTY THREE DOLLARS (\$12,953.00) FOR FISCAL YEAR 2015, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

**Item K-6) Consent Agenda  
Resolution  
FDLE for Byrne Grant**

The Miami Gardens Police Department was awarded grant funding from the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant for FY 2015 in the amount of \$12,953. The Miami Gardens Police Department will use the grant to continue to provide the highest level of quality service to our residents, and continue to improve the criminal justice records management system. Funds will also be used to continue a color copier lease which will enable the records staff to disseminate color photographs to police personnel, other law enforcement agencies, State Attorney's Office, insurance companies and the general public. Funds will be further used to support overtime needed to continue automation of the department's current records system.

Fiscal Impact

This grant will offset some of the operating cost of copy machine rental and personnel costs in the General Fund.

**Proposed Action:**

That the City Council approve the attached resolution authorizing the City Manager to execute a contract with the Miami-Dade County Edward Byrne Memorial Justice Assistance Grant allowing the Miami Gardens Police Department to utilize overtime hours, purchase a high quality scanner, and lease a color copier utilizing the \$12,953.00 allocated by this grant.

**Attachment:**

FY 2015 Miami-Dade County Edward Byrne Memorial Justice Assistance Grant Contracts

RESOLUTION NO. 2015\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE ACCEPTANCE OF FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE EDWARD BYRNE GRANT, IN THE AMOUNT OF TWELVE THOUSAND NINE HUNDRED FIFTY THREE DOLLARS (\$12,953.00) FOR FISCAL YEAR 2015, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens, has been awarded grant funding by the Florida Department of Law Enforcement (FDLE), in the amount of Twelve Thousand Nine Hundred Fifty Three Dollars (\$12,953.00), as a sub-recipient of the United States Department of Justice Edward Byrne Grant, and

WHEREAS, the funds will be utilized to maintain a current lease for a color copier to continue to improve the criminal justice records management system, and

WHEREAS, FDLE requires that the City Council adopt a Resolution authorizing the City Manager to execute an Agreement for the acceptance of the grant funds,

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 and the City Clerk to execute and attest respectively, that certain Sub-Recipient Agreement with the Florida Department of Law

35 Enforcement for the acceptance of funding from the United States Department of  
36 Justice Edward Byrne Grant, in the amount of Twelve Thousand Nine Hundred Fifty  
37 Three Dollars (\$12,953.00) for Fiscal Year 2015, a copy of which is attached hereto as  
38 Exhibit "A"; and further authorizes the City Manager to take any and all steps necessary  
39 to accept grant funds.

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

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

46 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
47 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2015.

48

49 \_\_\_\_\_  
50 OLIVER GILBERT, III, MAYOR

51

52

53 **ATTEST:**

54

55

56

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

58

59

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

61

62

63 SPONSORED BY: CAMERON BENSON, CITY MANAGER

64

65

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

67

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

69			
70	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
71	Councilwoman Felicia Robinson	_____ (Yes)	_____ (No)
72	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
73	Councilman David Williams Jr	_____ (Yes)	_____ (No)
74	Councilwoman Lisa Davis	_____ (Yes)	_____ (No)
75	Councilman Rodney Harris	_____ (Yes)	_____ (No)
76	Councilmember Erhabor Ighodaro	_____ (Yes)	_____ (No)
77			
78			

**CERTIFICATION FORM****Compliance with the Equal Employment Opportunity Plan (EEO) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name:	City of Miami Gardens	DUNS Number:	009644143
Address:	18605 NW 27 <sup>th</sup> Avenue, Miami Gardens, FL 33056		
Grant Title:	2014-2015 Records Improvement Proj.	Grant Number:	2015-JAGC-2544
		Award Amount:	\$12,953.00
Name and Title of Contact Person:	Essie L. Briggs		
Telephone Number:	(305) 474-1417	E-Mail Address:	Essie.Briggs@mzadfl.org

**Section A—Declaration Claiming Complete Exemption from the EEO Requirement**

Please check all the following boxes that apply:

- Recipient has less than fifty employees.   
  Recipient is an Indian tribe.   
  Recipient is a medical institution.  
 Recipient is a nonprofit organization.   
  Recipient is an educational institution.   
  Recipient is receiving an award less than \$25,000.

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

Print or Type Name and Title

Signature

Date

**Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review**

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

I, \_\_\_\_\_ [responsible official],  
 certify that \_\_\_\_\_ [recipient],  
 which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than  
 \$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last  
 twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable  
 federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for  
 Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

**Section C—Declaration Stating that an EEO Utilization Report Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEO Utilization Report to the OCR for review.

I, \_\_\_\_\_ [responsible official],  
 certify that \_\_\_\_\_ [recipient],  
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEO in  
 accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the  
 Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

# Application for Funding Assistance

Page 43 of 126

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.



Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



Typed Name of Subgrant Recipient: City of Miami Gardens

Signature: \_\_\_\_\_ *[Handwritten Signature]*

Typed Name and Title: Cameron D. Benson, City Manager

Date: \_\_\_\_\_



Typed Name of Implementing Agency: Miami Gardens Police Department

Signature: \_\_\_\_\_ *[Handwritten Signature]*

Typed Name and Title: Stephen E. Johnson, Chief of Police

Date: \_\_\_\_\_

**Paperwork Reduction Act Notice.** Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

## INSTRUCTIONS

### Completing the Certification Form

#### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

#### Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

#### Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

#### Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

#### Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients of awards from OJP and OVW should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then upload the signed document into the appropriate grant file in OJP's Grants Management System. *The document must have the following title: EEOP Certification.* Recipients of awards from COPS should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov). If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The subgrant recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

**73. Other Federal Funds**

The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

**74. Monitoring**

The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures, and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and /or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with FDLE grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of an award(s).

**75. Unmanned Aerial Vehicles**

The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

**68. Interoperable Communications Guidance**

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at [www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334](http://www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334).

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**69. Ballistic-Resistant and Stab Resistant Body Armor**

Subgrant recipients that wish to purchase armor with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at [www.bja.gov/Funding/JAGFAQ.pdf](http://www.bja.gov/Funding/JAGFAQ.pdf).

JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: [www.nij.gov/topics/technology/body-armor/safety-initiative.htm](http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm).

**70. BJA or FDLE Sponsored Events**

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

**71. Expenses Related to Conferences, Meetings, Trainings, and Other Events**

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at

<http://oip.gov/financialguide/PostawardRequirements/chapter15page1.htm>

**72. Environmental Requirements and Energy**

For subgrants in excess of \$100,000, the subgrant recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.

as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE award funds to support a task force, the subgrant recipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

**62. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable**

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

**63. High Risk Subgrant Recipients**

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

**64. Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**65. System for Award Management (SAM)**

The subgrant recipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

**66. Maximum Allowable Salary**

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.). This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

**67. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database**

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncirs.gov/pdffiles1/nij/s1001062.pdf>

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

**57. Additional Required Certifications****Employees Working Solely on a Single Federal Award**

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

**Sole Source**

If the project requires a purchase of services or equipment from a sole source, the subgrant recipient must complete the Sole Source Justification for Services and Equipment Form. This form must be submitted upon application if applicable and pre-approval must be obtained. If the cost is below \$100,000, the form must be kept on file for review at monitoring. If the subgrantee is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (F.S. 287.057(5)).

**ADP Justification**

The subgrant recipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained.

**Confidential Funds Certificate**

For all projects involved with confidential funds the subgrant recipient must submit a confidential funds certificate. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Chapter 8 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable.

Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**58. Timesheets**

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

**59. Additional Documentation of Personnel for Department of Financial Services**

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

**60. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct**

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

**61. Task Force Training Requirement**

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (Internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.cifil.org](http://www.cifil.org)). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well

constituent elements, where applicable, as described at: [www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**49. Reporting, Data Collection and Evaluation**

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

**50. Privacy Certification**

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

**51. State Information Technology Point of Contact**

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to

[www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046](http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046)

**52. Interstate Connectivity**

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**53. Supplanting**

The subgrant recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

**54. Conflict of Interest**

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**55. Uniform Relocation Assistance and Real Property Acquisitions Act**

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**56. Limitations on Government Employees Financed by Federal Assistance**

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**41. "Pay - to - Stay"**

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**42. The Coastal Barrier Resources Act**

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

**43. Enhancement of Security**

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

**44. Environmental Protection Agency's (EPA) list of Violating Facilities**

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**45. Flood Disaster Protection Act**

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**46. National Historic Preservation Act**

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**47. Human Research Subjects**

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**48. Global Standards Package**

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**38. Federal Restrictions on Lobbying**

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
  - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
  - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

**39. State Restrictions on Lobbying**

In addition to the provisions contained in Item 38, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

**40. Additional Restrictions on Lobbying**

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

### **37. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil

- (1) New construction
  - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
  - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
  - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
  - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at [www.bja.gov/Funding/nepa.html](http://www.bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

**36. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories**

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. **General Requirement:** The subgrant recipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subgrant recipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.
- b. **Specific Requirements:** The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant

providing language services to LEP individuals, please see the website at [www.lep.gov](http://www.lep.gov).  
FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

- o. Title IX of the Education Amendments of 1972 (28 C.F.R. Part 54)  
If the subgrant recipient operates an education program or activity, the subgrant recipient must take the following actions:
- (1) Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.
  - (2) Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.
  - (3) Notify applicants for admission and employment, employees, students, parents, and others that the subgrantee/implementing agency does not discriminate on the basis of sex in its educational programs or activities.
- p. Equal Treatment for Faith Based Organizations  
The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subgrantee also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

#### 34. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

#### 35. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact FDLE OCJG.

- e. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489 or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE or the OCR.
- k. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- l. **Americans with Disabilities Act**  
Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- m. **Rehabilitation Act of 1973 (28 C.F.R. Part 42, Subpart G)**  
If the subgrant recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, the subgrant recipient must take the following actions:
  - (1) Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
  - (2) Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.
  - (3) Notify participants, beneficiaries, employees, applicants, and others that the subgrantee/implementing agency does not discriminate on the basis of disability.
- n. **Limited English Proficiency (LEP)**  
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in

**32. Confidential Funds**

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

**33. Civil Rights Compliance**

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
  - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at [www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm), must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
  - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
  - (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
  - (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

**29. Drug Court Projects**

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

**30. Overtime for Law Enforcement Personnel**

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

**31. Criminal Intelligence System**

- a. The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.
- b. The subgrantee understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subgrantee agrees these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.

**23. Disputes and Appeals**

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

**24. Conferences and Inspection of Work**

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

**25. Access to Records**

- a. The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

**26. Retention of Records**

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:  
<http://dls.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>

**27. Personnel Changes**

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

**28. Background Check**

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

**20. Commencement of Project**

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**21. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

**22. Grant Adjustments**

- a. Subgrant recipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- c. Under no circumstances can transfers of funds increase the total budgeted award.

**18. Audit**

- a. Subgrant recipients that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules.," § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to [criminaljustice@fdle.state.fl.us](mailto:criminaljustice@fdle.state.fl.us) or mailed to the following address:

Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
Post Office Box 1489  
Tallahassee, Florida 32302-1489

**19. Performance of Agreement Provisions**

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

**14. Ownership of Data and Creative Material**

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

**15. Copyright**

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

**16. Patents**

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.
- b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).
- c. Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

**17. Publication or Printing of Reports**

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subgrantee understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at

[www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm)

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No. \_\_\_\_\_ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

**8. Advance Funding**

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

**9. Trust Funds**

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

**10. Travel and Training**

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.081, Fla. Stat. Any foreign travel must obtain prior written approval.

**11. Program Income (also known as Project Generated Income)**

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

**12. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

**13. Property Accountability**

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

- (f) The report must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

**(2) Financial Closeout Audit**

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant expiration date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

**(3) Project Generated Income (PGI)**

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

**c. Other Reports**

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

**5. Fiscal Control and Fund Accounting Procedures**

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent in accordance with this agreement shall be subject to repayment by the subgrant recipient.

**6. Payment Contingent on Appropriation and Available Funds**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

**7. Obligation of Subgrant Recipient Funds**

Subgrant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the subgrant award period. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subgrant recipient's

**3. Allowable Costs**

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

**4. Reports****a. Project Performance Reports**

- (1) **Reporting Time Frames:** The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 18, Performance of Agreement Provisions.

- (2) **Report Contents:** Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) **Submission:** Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

**b. Financial Reports****(1) Project Expenditure Reports**

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management ON-line)
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 19 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) ([www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm)) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance ([www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59)) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**
  - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": [www.flrules.org/](http://www.flrules.org/)**
  - **Office of Management and Budget (OMB) Circulars: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)**
    - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
    - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
    - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
    - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
    - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
    - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
  - **Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)**
    - **2 CFR 175.15(b), "Award Term for Trafficking in Persons"**
    - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
    - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
    - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
    - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
  - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:  
[www.bja.gov/ProgramDetails.aspx?Program\\_ID=59](http://www.bja.gov/ProgramDetails.aspx?Program_ID=59).**
  - **United States Code: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)**
    - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**
  - **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dls.dos.state.fl.us/barn/qenschedules/GS2-2008-Rev2010.pdf>**
  - **State of Florida Statutes 215.971 (Agreements funded with federal or state assistance) and 215.985 (Transparency in government spending)**
2. **Requirements for Contractors of Subgrant Recipients**

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)); the provisions of the current edition of the Office of Justice Programs Financial Guide ([www.ojp.usdoj.gov/financialguide/index.htm](http://www.ojp.usdoj.gov/financialguide/index.htm)); and all other applicable federal and state laws, orders, circulars, or regulations.

**[This page intentionally left blank]**



**Florida Department of Law Enforcement  
Office of Criminal Justice Grants**

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 [criminaljustice@fldle.state.fl.us](mailto:criminaljustice@fldle.state.fl.us)

---

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

**STANDARD CONDITIONS**

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Section Questions:

**Question:** If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

**Answer:** N/A

**Question:** If benefits are to be included, are they reflected in the budget narrative?

**Answer:** Yes, for overtime only

**Question:** Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

**Answer:** \$1,000

**Question:** If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

**Answer:** N/A

**Question:** If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

**Answer:** N/A

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide



## Budget Narrative:

Salaries and Benefits Total \$9,240

Staff for approx. 150 hrs. x \$42/hr. (OT). Benefits include FICA (7.65%) and Retirement (7.37%)

Contractual Services Total \$3,713

Color copier lease (including printer, fax, scanner, cabinet) black & white copies @ .00650 cents, color copies @ .04533. \$1,367

Color copier maintenance for 12 months @ \$197.50 month. \$2,346

Total Budget \$12,953

The City of Miami Gardens will pay any costs in excess of the grant award.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

**Financial Reporting Frequency for this Subgrant:** Quarterly

**Is the subgrantee a state agency?:** No

**FLAIR / Vendor Number:** 113695944

## Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$9,240.00	\$0.00	\$9,240.00
Contractual Services	\$3,713.00	\$0.00	\$3,713.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$12,953.00</b>	<b>\$0.00</b>	<b>\$12,953.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

## Project Generated Income:

**Will the project earn project generated income (PGI) ?** No

# Application for Funding Assistance

Page 72 of 126

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide



## Section Questions:

**Question:** If "other" was selected for the geographic area, please describe.

**Answer:** N/A

**Question:** If "other" was selected for location type, please describe.

**Answer:** N/A

# Application for Funding Assistance

Page 73 of 126

## Florida Department of Law Enforcement Justice Assistance Grant - County-wide

What type of program will you implement, expand or sustain? In your response, please list all that apply from the following choices: Alcohol/Tobacco Enforcement, Broken Windows, Child Abuse Investigation, Community Policing, Crime Prevention, Domestic Violence Enforcement, Drug Prevention, Equipment, Evidence-based Policing, Gang Abatement, Gang Enforcement, Gang Resistance, Impact Teams, School Resource Officer and Crisis Intervention Training, Sexual Offender/Predator Tracking, Traffic Enforcement, Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

**Goal:** Other: Records Improvement.

**Objective:** LE3 - Report on the target population of your program

**Measure:** Part 1

Who is the target population for the programs you will implement, expand, or sustain? Example: If this is a general population program, is it focused on teens, or is it a faith-based group?

**Goal:** These services will provide services to the general public, police personnel, other law enforcement agencies and the State Attorney's Office.

**Objective:** LE4 - Hold events

**Measure:** Part 1

What types of events will be held? Examples include safe street operations, CeaseFire campaign, crime publicity campaigns, bulletins about top-10 criminals, gun buybacks, and call-ins. In your response, please list all that apply from the following choices:

Community Outreach Events,

Educational Events,

Media Campaign (television, radio, billboards, pamphlets, posters),

Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

**Goal:** N/A

# Application for Funding Assistance

Page 74 of 126

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

**Objective:** E3 - Achieve efficiencies or cost savings as a result of equipment purchases and/or technology investments

**Measure:** Part 1

Describe any efficiencies or cost savings that will be achieved as a result of an equipment purchase and/or technology investment.

**Goal:** A color copier lease will enable the records staff to disseminate color photographs to police personnel, other law enforcement agencies, State Attorney's Office.

**State Purpose Area:** LE - Law Enforcement Programs: Includes activities where individuals are served, directly or indirectly. Programs may include one-time events, services, or events and services that occur on a continuous basis.

## Activity Description

**Activity:** Law Enforcement Programs  
**Target Group:** Law Enforcement Programs  
**Geographic Area:** Urban  
**Location Type:** Police Department

## Objectives and Measures

**Objective:** LE1 - Report on JAG funding allocated for implementing law enforcement programs

**Measure:** Part 1

How much JAG funding has been allocated for implementing law enforcement programs? Please report in dollars (\$).

**Goal:** 12953

**Objective:** LE2 - Implement, expand, or sustain law enforcement programs

**Measure:** Part 1

Please briefly describe the law enforcement program that you will be implementing, expanding, and sustaining. Include a brief explanation of what the program's purpose and goal are, how the program will be implemented, and by whom.

**Goal:** The Department's records unit staff will use FY2014 Byrne Grant funding to support much needed overtime to convert manual records such as Property receipts, vehicle storage receipts, prefile affidavits, arrest affidavits, investigator report packages, DUI packages, domestic violence statements, drivers exchange forms and miscellaneous documents to an electronic system and to further digitize and enhance the department's current records system.

**Measure:** Part 3

Application Ref # 2015-JAGC-2544

Section #3 Page 5 of 7

Contract 2015-JAGC-DADE-20-R3-

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

**State Purpose Area:** E - Equipment Purchases and/or Technology Investments: Includes activities where equipment purchases or technology investments were made that improve efficiency and/or cost savings.

## Activity Description

**Activity:** Equipment Purchases and/or Technology Investments  
**Target Group:** Equipment Purchases and/or Technology Investments  
**Geographic Area:** Urban  
**Location Type:** Police Department

## Objectives and Measures

**Objective:** E1 - Report on JAG funding allocated for equipment and/or technology investments

**Measure:** Part 1

How much JAG funding has been allocated for equipment and/or technology investments? Please report in dollars (\$)

**Goal:** 0

**Objective:** E2 - Make equipment purchases and/or technology investments

**Measure:** Part 1

What types of equipment purchases and/or technology investments will be made with JAG funds? In your response, please list all that apply from the following choices:

Computer-aided Dispatch (CAD),  
Computers/Mobile Data Terminals,  
Computer Software,  
Emergency Medical Services (EMS),  
Equipment for Police Cruisers (including in-car radios and laptops),  
In-car/On-person Camera Systems,  
Less-lethal Weapons, Impact Weapons (batons, bean bag shotgun rounds, etc.),  
Chemical Weapons (CS gas, pepper spray), Energy Devices (tasers)  
Lethal Weapons (firearms);  
License Plate Readers;  
Mobile Access Equipment (for example, aircards for Verizon, Sprint, AT&T, etc.);  
Radios,  
Security Systems (station or evidence room),  
Tactical Vests/Body Armor,  
Undercover Surveillance Equipment (microphones, video),  
Vehicles,  
Video Observation (station, community, pole cams),  
Other. Do not select other if your item fits into any of the categories above. If other, state "other" and specify.

**Goal:** Other: Copier Lease

Application Ref # 2015-JAGC-2544

Section #3 Page 4 of 7

Contract 2015-JAGC-DADE-20-R3-

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

Goal: 0

Measure: Part 2

What types of positions will be filled for new personnel hired? In your response, please list all that apply from the following choices:

Administrative Staff,  
Civilian Personnel,  
Correctional Officers and Jailers,  
Counselors,  
Court Staff,  
Crime Analyst,  
Evaluator,  
Law Enforcement Officers,  
Legal Staff (defense attorneys, prosecutors, indigent defense),  
Medical/Clinical Staff,  
Non-sworn Law Enforcement Personnel,  
Program Managers,  
Trainers and Technical Assistance Specialist,  
Other. If none of the above fits, state "other" and specify.

Goal: N/A

Objective: D4 - Pay overtime hours with JAG funds

Measure: Part 1

How many overtime hours will be paid for with JAG funds? Overtime hours are those that non-exempt employees work beyond normal working hours (usually 40) during a workweek.

Goal: 150

Measure: Part 2

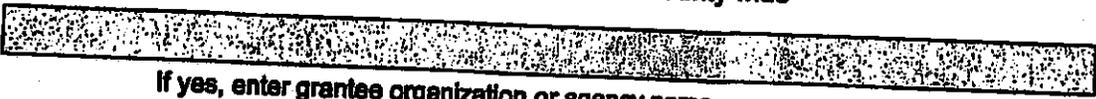
What types of positions will be supported with overtime hours using JAG funds? In your response, please list all that apply from the following choices: Administrative Staff,

Civilian Personnel ,  
Correctional Officers and Jailers,  
Counselors ,  
Court Staff,  
Crime Analyst,  
Evaluator,  
Law Enforcement Officers,  
Legal Staff (defense attorneys, prosecutors, indigent defense),  
Medical/Clinical Staff,  
Non-sworn Law Enforcement Personnel,  
Program Managers,  
Trainers and Technical Assistance Specialist,  
Other. If none of the above fits, state "other" and specify.

Goal: Civilian Personnel

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide



**Goal:** If yes, enter grantee organization or agency name.  
N/A

**Measure:** Part 1

Are you a subrecipient of a JAG award from another JAG grantee (other than FDLE)? An agency can be a primary recipient of a JAG award from BJA and a subrecipient of a JAG award from another JAG award primary recipient. Do not consider awards that you receive directly from USDOJ.

**Goal:** No

**State Purpose Area:** D - Personnel: Includes activities where individuals are hired, maintained, or paid overtime.

<b>Activity Description</b>	
<b>Activity:</b>	Personnel
<b>Target Group:</b>	Personnel
<b>Geographic Area:</b>	Urban
<b>Location Type:</b>	Police Department

## Objectives and Measures

**Objective:** D1 - Report on JAG funding allocated for personnel

**Measure:** Part 1

How much JAG funding has been allocated for personnel? Please report in dollars (\$).

**Goal:** 0

**Objective:** D2 - Maintain personnel with JAG funds

**Measure:** Part 1

How many personnel will you maintain with JAG funds? Maintained personnel means any staff members who were already working with the law enforcement organization, but who are now being paid partially or fully with BJA JAG grant funds. Only report each individual as maintained once for the life of the award.

**Goal:** 0

**Objective:** D3 - Hire new personnel with JAG funds

**Measure:** Part 1

How many new personnel will be hired with JAG funds? Hired personnel means any new individuals who do not work for the law enforcement organization but who will be selected for employment during the reporting period. Only report each new hire once for the life of the award.

Application Ref # 2015-JAGC-2544

Contract 2015-JAGC-DADE-20-R3-

Section #3 Page 2 of 7

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

---

## General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Programs

State Purpose Area: A - Accomplishments: Includes any accomplishments during the reporting period.

---

## Activity Description

Activity: Image Automation

Target Group: Law Enforcement

Geographic Area: Urban

Location Type: Police Department

Address(es) :

Miami Gardens Police Department  
1020 NW 163rd Drive  
Miami Gardens , FL 33169

---

## Objectives and Measures

Objective: A1 - Report on program accomplishments

Measure: Part 1

Please briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions. [500-character limit]

Goal: The Department will use Grant funding overtime to convert manual records such as Property and Veh. storage receipts, prefile and arrest affidavits, investigator report and DUI packages, domestic violence statements, drivers exchange forms to an electronic system. Funds will also be used to continue a color copier lease to disseminate color photographs to police personnel, other law enforcement agencies, State Attorney's Office, insurance companies, and the general public.

Objective: A2 - Report on usage of crimesolutions.gov Website

Measure: Part 1

Will you be using the crimesolutions.gov website?

Goal: No

Objective: A3 - Report on subgrants from grantees other than FDLE

Measure: Part 2

---

Application Ref # 2015-JAGC-2544

Section #3 Page 1 of 7

Contract 2015-JAGC-DADE-20-R3-

# Application for Funding Assistance

Page 79 of 126

## Florida Department of Law Enforcement Justice Assistance Grant - County-wide

### Section Questions:

**Question:** Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

**Answer:** No

**Question:** Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

**Answer:** No

**Question:** Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

**Answer:** No

**Question:** Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

**Answer:** N/A

**Question:** Do the Subrecipient and Implementing agencies understand that this is a cost-reimbursement agreement for satisfactory performance of eligible activities? Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables as specified in the agreement.

**Answer:** Yes

Application Ref # 2015-JAGC-2544

Section #2 Page 2 of 2

Contract 2015-JAGC-DADE-20-R3-

# Application for Funding Assistance

Page 80 of 126

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## General Project Information

**Project Title:** RI - CRIMINAL JUSTICE RECORDS IMPROVEMENT PROJECT-  
MIAMI GARDENS  
**Subgrant Recipient:** City of Miami Gardens  
**Implementing Agency:** Miami Gardens Police Department  
**Project Start Date:** 10/1/2014      **End Date:** 9/30/2015

## Problem Identification

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

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

## Project Summary (Scope of Work)

To provide the highest level of service and quality to our residents, the Miami Gardens Police Department will use Byrne Grant funding to continue to improve and enhance the criminal justice records management system. The Department will use Byrne Grant funding to support 150 hours of overtime to convert manual records such as Property receipts, vehicle storage receipts, prefile affidavits, arrest affidavits, Investigator report packages, DUI packages, domestic violence statements, drivers exchange forms and miscellaneous documents to an electronic system and to further digitize and enhance the department's current records system. Funds will also be used to continue a color copier lease obtained through the State of Florida contract #800-000-11-1 from previous Byrne Grant funding which will enable the records staff to disseminate color photographs to police personnel, other law enforcement agencies, State Attorney's Office.

---

Application Ref # 2015-JAGC-2544

Section #2 Page 1 of 2

Contract 2015-JAGC-DADE-20-R3-

# Application for Funding Assistance

Page 81 of 126

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Implementing Agency

**Organization Name:** Miami Gardens Police Department

**County:** Dade

## Chief Official

**Name:** Stephen Johnson

**Title:** Chief of Police

**Address:** 1020 Northwest 163rd Drive

**City:** Miami Gardens

**State:** FL **Zip:** 33169-5818

**Phone:** 3054741400 **Ext:**

**Fax:**

**Email:** stephen.johnson@mgpdl.org

## Project Director

**Name:** Stephen Johnson

**Title:** Chief of Police

**Address:** 1020 Northwest 163rd Drive

**City:** Miami Gardens

**State:** FL **Zip:** 33169-5818

**Phone:** 3054741400 **Ext:**

**Fax:**

**Email:** stephen.johnson@mgpdl.org

# Application for Funding Assistance

Page 02 of 136

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide



## Subgrant Recipient

**Organization Name:** City of Miami Gardens

**County:** Dade

## Chief Official

**Name:** Oliver Gilbert

**Title:** Mayor

**Address:** 18805 Northwest 27th Avenue

**City:** Miami Gardens

**State:** FL **Zip:** 33056-3106

**Phone:** 305-622-8000 **Ext:** 2791

**Fax:**

**Email:** ogilbert@miamigardens-fl.gov

## Chief Financial Officer

**Name:** Patricia Varney

**Title:** Finance Director

**Address:** 18805 Northwest 27th Avenue

**City:** Miami Gardens

**State:** FL **Zip:** 33056-3106

**Phone:** 305-622-8000 **Ext:** 2400

**Fax:**

**Email:** pvarney@miamigardens-fl.gov

---

Application Ref # 2015-JAGC-2544

Section #1 Page 1 of 2

Contract 2015-JAGC-DADE-20-R3-

Rule Reference 11D-9.006 OCJG-006 (rev. October 2005)



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	March 11, 2015		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				<b>X</b>			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	<b>X</b>			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
					<b>X</b>		
<b>Funding Source:</b>	<b>General Fund</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
						<b>X</b>	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
	<b>X</b>						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  <b>Obj. – Advance Business &amp; Economic Development in 3 established major corridors</b>			
	<b>X</b>						
<b>Sponsor Name</b>	<i>Cameron Benson, City Manager</i>		<b>Department:</b>	<i>City Manager's Office</i>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RENEWAL AGREEMENT WITH THE MIAMI GARDENS CHAMBER OF COMMERCE FOR CONSULTING SERVICES FOR FISCAL YEAR 2015, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE ALLOCATION OF FORTY THOUSAND DOLLARS (\$40,000.00) FROM THE GENERAL FUND FOR ECONOMIC DEVELOPMENT SERVICES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR A NUNC PRO TUNC EFFECT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

**Item K-7) Consent Agenda  
Resolution  
Miami Gardens Chamber of Commerce  
Renewal Agreement**

## **Background**

At the February 28, 2011 meeting, City Council approved resolution number 2011-28-1421 which authorized the City Manager and City Attorney to take any and all steps necessary to create the Greater Miami Gardens Chamber of Commerce.

Furthermore, City Council has expressed their continued support of the Greater Miami Gardens Chamber of Commerce. Therefore, during the fiscal year 2014-2015 budgeting process, City Council appropriated \$40,000 from the General Fund under the Mayor's division for the purposes of providing funding support to the Chamber.

The funding support allows the Chamber to carry out the following tasks in support of the overall economic development in the City:

- Assist current business and industry with retention and expansion needs. Attract new businesses into the area;
- Identify and market potential development sites in Miami Gardens;
- Actively assist and recruit potential employers who create quality jobs for residents;
- Identify, recruit and assist entrepreneurs in the area;
- Work with the City of Miami Gardens and other local governmental entities on future development, land use and infrastructure needs;
- Educate the public about the importance of economic development to the future of the area;
- Assist with the growth of a quality, skilled local workforce;
- Create digital electronic Economic Development marketing package;
- Work collaboratively with the City on Economic Development;

## **Current Situation**

As a 501(c)6 entity, the Greater Miami Gardens Chamber of Commerce is eligible to enter into an agreement with the City as a consultant for the above mention services. City Staff is recommending an amount of \$40,000 from the General Fund be awarded to the Chamber.

Staff recommends a commitment to supporting and funding of the Chamber over a period of 5 years, beginning in fiscal year 2013-2014 through fiscal year 2017-2018, with declining awards in subsequent years as the Chamber becomes fully financially and operationally independent. However, agreements for services will be for no more than 1-year terms, and each subsequent award and agreement will be brought back before City Council each year. This is the second year in the 5-year period, with prior funding in 2013-14 of \$50,000 from General Fund and \$10,000 from CDBG. Staff is not recommending funding from CDBG this year.

A resolution is required in order to award funds to the Greater Miami Gardens Chamber of Commerce. Upon Council's approval of staff's recommendation, an agreement for services will be executed between the City and the Chamber.

## **Financial Impact:**

An amount of \$40,000 is budgeted in the FY 2015 Budget under the Mayor's division.

**Proposed Action:**

That the City Council approve the proposed resolution.

**Attachment:**

- Draft Agreement for Services with budget
- Chamber Payroll Journal

RESOLUTION NO. 2015\_\_\_\_\_

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA; AUTHORIZING THE CITY  
5 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST,  
6 RESPECTIVELY, THAT CERTAIN RENEWAL AGREEMENT  
7 WITH THE MIAMI GARDENS CHAMBER OF COMMERCE FOR  
8 CONSULTING SERVICES FOR FISCAL YEAR 2015, A COPY OF  
9 WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING  
10 THE ALLOCATION OF FORTY THOUSAND DOLLARS  
11 (\$40,000.00) FROM THE GENERAL FUND FOR ECONOMIC  
12 DEVELOPMENT SERVICES; PROVIDING FOR INSTRUCTIONS  
13 TO THE CITY CLERK; PROVIDING FOR A NUNC PRO TUNC  
14 EFFECT; PROVIDING FOR THE ADOPTION OF  
15 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.  
16

17 WHEREAS, on February 5, 2014, the City Council adopted Resolution No. 2014-  
18 34-2012, which authorized the City Manager to execute an Agreement with the Greater  
19 Miami Gardens Chamber of Commerce (the "Chamber") for economic development  
20 consulting services, and

21 WHEREAS, in accordance with the Agreement, the Chamber will provide  
22 consulting services for a period up to five (5) years beginning in fiscal year 2014 through  
23 fiscal year 2018, subject to annual renewals, and

24 WHEREAS, City staff recommends renewing the Agreement with the Chamber,  
25 in the amount of Forty Thousand Dollars (\$40,000.00) for fiscal year 2015,

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

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

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

34 Commerce for consulting services for fiscal year 2015, a copy of which is attached  
35 hereto as Exhibit "A"; and authorizes the allocation of Forty Thousand Dollars  
36 (\$40,000.00) from the General Fund for economic development services.

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

41 Section 4: NUNC PRO TUNC EFFECT: This Resolution shall be effective  
42 as of October 1, 2014.

43 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
44 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2015.

45

46

47

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

48

49

50

51 **ATTEST:**

52

53

54

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

56

57

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

59

60

61 SPONSORED BY: CAMERON BENSON, CITY MANAGER

62

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

64

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

66

67 Mayor Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

68 Vice Mayor Felicia Robinson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

69 Councilwoman Lillie Q. Odom \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

70	Councilman David Williams Jr	_____ (Yes)	_____ (No)
71	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
72	Councilman Rodney Harris	_____ (Yes)	_____ (No)
73	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

74

75

**AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES AND  
BUSINESS INCENTIVE PROGRAM PROMOTIONAL SERVICES  
RENEWAL #1**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and the Greater Miami Gardens Chamber of Commerce, Inc. a Florida not for profit corporation, (hereinafter referred to as "Consultant") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the City would like to engage the services of Consultant to provide economic development and promote the City's incentive and loan/grant programs for businesses to the City; and

WHEREAS, Consultant has agreed to provide said services and the parties would like to consummate their agreement in writing;

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

Article 1      Scope of Work

Consultant shall perform the scope of work in accordance with the attached Exhibit B - Work Plan, which is incorporated by reference, to include:

**Task #1 - Economic Development**

Chamber will:

- Assist current business and industry with retention and expansion needs. Attract new businesses into the area;
- Identify and market potential development sites in Miami Gardens;
- Actively assist and recruit potential employers who create quality jobs for residents;
- Identify, recruit and assist entrepreneurs in the area;
- Work with the City of Miami Gardens and other local governmental entities on future development, land use and infrastructure needs;
- Educate the public about the importance of economic development to the future of the area;
- Assist with the growth of a quality, skilled local workforce;
- Create digital electronic Economic Development marketing package; and
- Work collaboratively with the City on Economic Development.

**Task #2 – Grants**

Chamber will:

- Apply for up to two (2) Economic Development Grants per contract year.

Article 2      Qualifications

Consultant and the individual executing this Agreement on behalf of the Consultant warrant to the City that the Consultant is a Florida not for profit corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Consultant 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 3      Compensation

For all Services provided by Consultant, the City shall pay Consultant in an amount not to exceed Forty Thousand Dollars (\$40,000) from General Funds, in accordance with the attached Exhibit A - 2014-2015 Budget, which is incorporated by reference.

Consultant shall make no charges to the City for taxes, licenses, permits, overhead or any other expenses or costs unless otherwise noted in the attached Exhibit A. If the City disputes any charges on the invoices, it may make payment of the non-contested amounts and withhold payment on the contested amounts until they are resolved by agreement with Consultant. Reimbursable expenses shall be listed individually, with supporting documentation attached.

Consultant shall submit monthly reports with invoices for Services to the Community Development Department (hereinafter referred to as "the Department") by the 15<sup>th</sup> of the month. Reimbursement request should be submitted to the Department within thirty (30) calendar days after the indebtedness has been incurred. City shall remit payment for all undisputed amounts within thirty (30) days of receipt of an invoice. All invoices shall include a detailed explanation of all fees and charges and supporting documentation and/or reports to justify the expense.

Consultant must submit the final report and request for payment to the Department within thirty (30) calendar days following the expiration date or termination date of this Agreement. If the Consultant fails to comply with this requirement, the Consultant shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.

Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the consultant as part of this Agreement.

Article 4      Term

This Agreement shall begin on October 1, 2014 and end on September 30, 2015. The City may renew beyond one year if the renewal is in the best interest of the City.

Article 5      Indemnification

Consultant shall defend, indemnify, and hold the City and all of its elected officials, officers, agents, or 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 Consultant and all of its elected officials, officers, agents, or 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 Consultant for all of its expenses including reasonable attorney fees and costs up through any appeal. The Consultant retains the right to select counsel of its choosing. Nothing contained herein shall be deemed a waiver of sovereign immunity by the City.

Nothing contained herein shall be deemed a waiver of sovereign immunity by the CITY.

#### Article 6      Insurance

Consultant shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and Fifty Thousand (\$50,000.00) Dollars, per incident, for property damage.

Consultant shall also provide and maintain professional liability insurance coverage of One Million (\$1,000,000.00) Dollars per claim.

Consultant 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 \$1,000,000.00 or each occurrence and \$1,000,000.00 combined single limit.

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

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

Consultant 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 7      Termination

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

The City may terminate this Agreement for cause immediately, and without prior notice to Consultant. Should the City terminate this Agreement for cause, the City shall provide notice as soon as possible to Consultant.

Consultant 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, Consultant and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Consultant 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.

Consultant 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 Consultant for the services provided through the date of termination.

Article 8      Ownership

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

Article 9      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 10      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 11      Governing Law

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

Article 12      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 Consultant of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Consultant 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 Consultant, whether or not similar to the act so consented to or approved.

Article 13      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:  
Cameron D. Benson, City Manager  
City of Miami Gardens  
18605 NW 27 Avenue  
Miami Gardens, FL 33056

Consultant:  
Greater Miami Gardens Chamber of Commerce  
PO Box 551896  
Miami Gardens, FL 33169

With a copy to:  
Sonja K. Dickens, Esq.  
City Attorney  
City of Miami Gardens  
18605 NW 27 Avenue  
Miami Gardens, FL 33056

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 14      Independent Contractor

Consultant is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Consultant shall be by employees of Consultant 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.

Consultant 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 Consultant. The rights granted to Consultant 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 15      Assignment

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

Article 16      Prohibition Against Contingent Fees

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

Article 17      Attorneys' Fees

Should either party be required to retain an attorney to enforce any terms or conditions created by this Agreement, the prevailing party shall be entitled to recover attorney's fees and, 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 18      Non-Discrimination

Consultant 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 the Disabilities Act of 1990, the Age Discrimination Act of 1975. Consultant 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 19      Conflict of Interest

Consultant 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 20      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 21      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 22      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 23      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 24      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 25      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 26      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.

Exhibit A – 2014-2015 Budget  
Exhibit B – Work Plan

Article 27      Miscellaneous Provisions

This Agreement shall be executed by the President of the Consultant's corporation or other corporate officer with proper resolution. Such person designated to sign this Agreement on behalf of the Consultant represents that he/she has full authority to legally bind Consultant, and such person(s) shall be jointly and severally liable for all amounts owing in such representations is untrue.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

**WITNESSES:**

**GREATER MIAMI GARDENS  
CHAMBER OF COMMERCE, INC.**

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

**ATTEST:**

**CITY OF MIAMI GARDENS**

\_\_\_\_\_  
Ronetta Taylor, CMC  
City Clerk

By: \_\_\_\_\_  
Cameron D. Benson, City Manager

\_\_\_\_\_  
Date

**APPROVED FOR SUFFICIENCY:**

\_\_\_\_\_  
Sonja Dickens, City Attorney

## EXHIBIT A

**GREATER MIAMI GARDENS CHAMBER OF COMMERCE  
2014-2015 BUDGET**

<b>ITEM</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
Executive Director Salary	\$ 71,000.00	Includes \$6,000 for Healthcare Benefits
FICA/MICA	\$ 5,431.50	
Unemployment	\$ 480.00	SUTA (5.4% on the 1st \$8000) FUTA (.6% on the 1st \$7000)
Professional Services	\$ 5,000.00	Consultants for projects or part time assistance
Vehicle Stipend	\$ 1,150.00	\$125/ month
Cellular Phone Stipend	\$ 600.00	\$50/ month
Mobile Internet	\$ 600.00	\$50/ month
Receptionist service (Reception HQ)	\$ 600.00	\$50/ month for 100 calls
Website maintenance (Tech Troopers)	\$ 900.00	\$75/ year
Marketing and Advertising	\$ 1,500.00	To be used for events and special projects
Events	\$ 5,000.00	To be used for monthly events and speaker fees
Accounting Services	\$ 1,250.00	Services for managing funds, payroll, reports and taxes
Supplies	\$ 900.00	Office supplies and camera
Postage	\$ 1,000.00	Mass mailings, Regular mail and PO Box
Business Insurance	\$ 1,200.00	General Liability Insurance
Business Registration and Solicitation fees	\$ 750.00	Incorporation Fees and Solicitation Registration
Printing & Design Services	\$ 1,500.00	Printing /graphic services/stationary/business cards
<b>TOTAL</b>	<b>\$ 98,861.50</b>	
	\$ (40,000.00)	From City General Fund - Mayor's Division
	<u>\$ 58,861.50</u>	Balance to be funded by Chamber revenues

**Exhibit B-9 WORK PLAN**

**Program: Economic Development Consulting and Business Incentive Program Promotional Services**

**Agency: Greater Miami Gardens Chamber of Commerce (FY 2014-2015)**

Activities/Services (Name & Description)	Outputs (Direct products of program activities/efforts)		Outcomes -- Impact		
	Activities	Participation	Outcomes (short, intermediate, or long term)	Performance Measures (# and % of participants who will attain the outcome)	Data Source/Measurement Tool (where & how data are obtained)
<p><b>1. Economic Development: New Business Recruitment</b></p> <p>The Chamber will seek out and target new businesses and established businesses to select Miami Gardens as a site for their new or relocating business. The goal is to build and grow the Miami Gardens community by attracting new businesses into the community through the efforts of the Business Incentive.</p>	<p>2a. Using the Business Incentive Program to draw new business to the City will be key to this initiative.</p> <p>2b. Targeting the Real Estate Department/ Development unit of retail chain businesses and sharing information and incentives will be essential.</p> <p>2c. Developing relationships with commercial realtors.</p> <p>2d. Surveying the current business opportunity in Miami Gardens as it pertains to available properties/space.</p> <p>2e. Developing marketing materials that will be used for marketing the opportunities to do business in Miami Gardens.</p>	<p>Work with Retail Chains, Beacon Council, Commercial Property Owners and Realtors, and BIP applicants.</p>	<p>Attract up to 4 new businesses into the City of Miami Gardens</p>	<p>N/A</p>	<p>Staff will collect and maintain documentation/log of businesses we have communicated with in an effort to attract new businesses to the City.</p>

**Exhibit B-9 WORK PLAN**

Activities/Services (Name & Description)	Outputs (Direct products of program activities/efforts)		Outcomes -- Impact		
	Activities	Participation	Outcomes (short, intermediate, or long term)	Performance Measures (# and % of participants who will attain the outcome)	Data Source/Masurement Tool (where & how data are obtained)
<b>2. Grant Funding</b>  The Chamber will seek grant funding to help enhance the Business Incentive Program as well as Economic Development and Job Growth.	3a. The Chamber will research and apply for grant funding to support Business Incentive Program, Economic development and Chamber activities.	Chamber of Commerce and City of Miami Gardens	Actively seek and apply for up to 2 grants throughout the fiscal year	N/A	Provide to the City proof of grant applications

Ula Zucker Williams  
Outstanding Payroll as of 02/23/2015

Pay period Ending	Pay Day	Gross Pay	Employee- Soc Sec & Medicare	Florida Unemploy ment	Federal Unemploy ment	Total Owed for back pay	
11/7/2014	11/11/2014	2,730.77	208.90	-			
11/21/2014	11/25/2014	2,730.77	208.90	-			
12/5/2014	12/9/2014	2,730.77	208.90	-			
12/19/2014	12/23/2014	2,730.77	208.90	-			
1/2/2015	1/6/2015	2,730.77	208.90	-			
1/16/2015	1/20/2015	2,730.77	208.90	147.46	16.38		
1/30/2015	2/3/2015	2,730.77	208.90	147.46	16.38		
2/13/2015	2/17/2015	2,730.77	208.90	137.08	9.23		
<b>Total</b>		<b>21,846.16</b>	<b>1,671.23</b>	<b>-</b>	<b>432.00</b>	<b>42.00</b>	<b>23,991.39</b>

Outstanding Payroll Taxes from Payroll Liabilities Balances  
Total Owed

8,713.25  
32,704.64



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	<b>March 11, 2015</b>		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>		<b>1<sup>st</sup> Reading</b>	<b>2<sup>nd</sup> Reading</b>	
		x			X		
				<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
				X			
<b>Funding Source:</b>	<i>(Enter Fund &amp; Dept)</i>		<b>Advertising Requirement:</b>	<b>Yes</b>		<b>No</b>	
				X			
<b>Contract/P.O. Required:</b>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<i>(Enter #)</i>			
		X					
<b>Strategic Plan Related:</b>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b> Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> N/A			
		X					
<b>Sponsor Name:</b>	<b>Cameron Benson, City Manager</b>		<b>Department:</b>	<b><i>Development Services and Enforcement</i></b>			

**Short Title:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CODE OF ORDINANCES (LAND DEVELOPMENT REGULATIONS) AS OUTLINED ON EXHIBIT "A" ATTACHED HERETO; AMENDING SECTION 34-13 - ZONING DISTRICTS ESTABLISHED; AMENDING SECTION 34-14 - PURPOSE AND INTENT OF ZONING DISTRICTS; AMENDING SECTION 34-287 - USE REGULATIONS, GENERALLY; AMENDING SECTION 34-288 USES PERMITTED WITH EXTRA REQUIREMENTS; AMENDING SECTION 34-311 - ACCESSORY USE TABLE; AMENDING SECTION 34-312 - ADDITIONAL USES AND BUILDING STANDARDS; AMENDING SECTION 34-342 - TABLES FOR DEVELOPMENT STANDARDS; AMENDING SECTION 34-392 - COMMERCIAL PARKING FACILITIES; AMENDING SECTION 34-444 - LANDSCAPE, BUFFERING MINIMUM

***Item M-1) Quasi-Judicial  
Ordinance  
Entertainment Overlay District***

STANDARDS; AMENDING SECTION 34-732 - DEFINITIONS OF TERMS; CREATING DIVISION 6 OF ARTICLE XV – ENTERTAINMENT OVERLAY DISTRICT TO PROVIDE FOR ADDITIONAL REGULATIONS; CREATING A LOCATION FOR THE ENTERTAINMENT OVERLAY DISTRICT AREA AS OUTLINED IN EXHIBIT “B” ATTACHED HERETO; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

### **Staff Summary:**

#### **Background**

The City’s current Land Development Regulations (LDRs) were adopted in 2010 as a means to promote development and stable neighborhoods within the City. Regulations were adopted specific to the development goals of the City to take advantage of the development opportunities along the major corridors, large commercial areas, and industrial parks. The Entertainment District overlays areas designated Planned Corridor Development (PCD). This area is intended to revitalize commercial centers in the City thereby generating revenue and providing ample and convenient shopping for residents. The Entertainment Overlay District also encourages and supports large scale development of entertainment driven uses, including, but not limited to, hotels, theaters, cultural centers, indoor recreation facilities, alcoholic beverage uses, restaurants and commercial activities, with the purpose of attracting customers and visitors from local, regional, national, and international areas.

#### **Current Situation**

As outlined in the City’s Comprehensive Development Master Plan (CDMP), the City relies on the use of broader land use categories and performance criteria in the Land Development Regulations to guide new development and redevelopment that provide for complete neighborhoods without impacting established residential neighborhoods.

The proposed development standards and permitted uses for the Entertainment Overlay District (EOD) will facilitate new development, revitalization and redevelopment, as well as further the City’s economic development strategy. Planned Corridor Development (PCD) is the best suited zoning category for this overlay district. PCD, Planned Corridor Development District, implements the Comprehensive Development Master Plan (CDMP) Commerce land use category and allows for a wide range of commercial uses, select recreation and entertainment uses. The proposed Entertainment Overlay District (EOD) repeals the Town Center Overlay District (TCO).

The basic purpose and intent of the Entertainment Overlay District is to encourage lively urban development that promotes and sustains large scale development of entertainment driven uses (e.g., hotels, theaters, cultural centers, indoor recreation facilities, alcoholic beverage uses, restaurants and commercial activities) while creating a sense of place presently lacking in this area. The EOD will foster

high quality businesses and embrace the public realm as it provides for outdoor dining, pedestrian circulation, and parking guidelines.

**Proposed Action:**

Recommend adoption of the Ordinance.

**Attachment:**

Exhibit "A" – Entertainment Overlay District

Exhibit "B" – Zoning Map

---

ORDINANCE NO. 2015\_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CODE OF ORDINANCES (LAND DEVELOPMENT REGULATIONS) AS OUTLINED ON EXHIBIT "A" ATTACHED HERETO; AMENDING SECTION 34-13 - ZONING DISTRICTS ESTABLISHED; AMENDING SECTION 34-14 - PURPOSE AND INTENT OF ZONING DISTRICTS; AMENDING SECTION 34-287 - USE REGULATIONS, GENERALLY; AMENDING SECTION 34-288 USES PERMITTED WITH EXTRA REQUIREMENTS; AMENDING SECTION 34-311 - ACCESSORY USE TABLE; AMENDING SECTION 34-312 - ADDITIONAL USES AND BUILDING STANDARDS; AMENDING SECTION 34-342 - TABLES FOR DEVELOPMENT STANDARDS; AMENDING SECTION 34-392 - COMMERCIAL PARKING FACILITIES; AMENDING SECTION 34-444 - LANDSCAPE, BUFFERING MINIMUM STANDARDS; AMENDING SECTION 34-732 - DEFINITIONS OF TERMS; CREATING DIVISION 6 OF ARTICLE XV – ENTERTAINMENT OVERLAY DISTRICT TO PROVIDE FOR ADDITIONAL REGULATIONS; CREATING A LOCATION FOR THE ENTERTAINMENT OVERLAY DISTRICT AREA AS OUTLINED IN EXHIBIT "B" ATTACHED HERETO; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City's current Land Development Regulations (LDRs) were adopted in 2010 as a means to promote development and stable neighborhoods within the City, and

WHEREAS, City Staff is proposing amendments to the LDRs to create an Entertainment Overlay along the 27<sup>th</sup> Avenue Corridor between City Hall and the Stadium, and

WHEREAS, the proposed Entertain Overlay District encourages and supports large scale development of entertainment driven uses, including, but not limited to, hotels, theaters, cultural centers, indoor recreation facilities, alcoholic beverage uses, indoor and outdoor dining and commercial activities, with the

1 purpose of attracting customers and visitors from local, regional, national, and  
2 international areas, and

3 WHEREAS, among other things, the proposed Entertainment Overlay  
4 District repeals the existing Town Center Overlay District (TCO), provides a  
5 mechanism for attracting entertainment type uses,

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

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

11 Section 2. AMENDMENT TO THE CODE OF ORDINANCES. The Code  
12 of Ordinances are hereby amended as outlined on Exhibit "A" attached hereto.

13 Section 3. ENTERTAINMENT OVERLAY DISTRICT AREA. The  
14 Entertainment Overlay District shall be the area defined and described on Exhibit  
15 "B" attached hereto.

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

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

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

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

10 PASSED ON FIRST READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_,  
11 2015.

12 PASSED ON SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_,  
13 2015.

14

15 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF  
16 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE \_\_\_\_ DAY OF  
17 \_\_\_\_\_, 2015.

18

19

20

21

22

23

24

25

26

27

28

29

\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

**ATTEST:**

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
  
21

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

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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

Second 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)

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

**Sec. 34-13. - Zoning districts established.**

The city is hereby divided into the following zoning districts that implement the various land use classifications of the adopted CDMP, and achieve the other purposes of this chapter:

R-1	Single-Family Dwelling Residential District
R-2	Two-Family Dwelling Residential District
R-15	Multiple-Family Dwelling Residential District
R-25	Multiple-Family Dwelling Residential District
R-50	Multiple-Family Dwelling Residential District
NC	Neighborhood Commercial District
PCD	Planned Corridor Development District
I-1	Light Industrial District
I-2	Heavy Industrial District
PD	Planned Development District
AU	Agricultural and Utilities District
OF	Office District
GP	Government Properties District
<del>TCO</del>	<del>Town-Center Overlay District</del>
<u>EO</u>	<u>Entertainment Overlay District</u>

**Sec. 34-14. Purpose and intent of zoning districts.**

~~(n) *TCO Town-Center Overlay District.* The area emulates traditional neighborhood development concepts with mixed land uses, densities and intensities, with amenities and civic/governmental needs consistent with the adopted Miami Gardens Town-Center Master Plan.~~

(n) *EO Entertainment Overlay District.* This area is intended to revitalize commercial centers in the City thereby generating revenue and providing ample and convenient shopping for residents. The EO district also encourages and supports large scale development or entertainment driven uses,

Added text is underlined. Deleted text is stricken through.

EXHIBIT “A” TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

including, but not limited to, hotels, theaters, cultural centers, indoor recreation facilities, alcoholic beverages uses commercial activities, with the purpose of attracting customers and visitors from local, regional, national, and international areas. The EO district is depicted on the Official Zoning Map and overlays areas designated Planned Corridor Development (PCD).

Sec. 34-287 - Use regulations, generally.

Table 1: Permitted Uses													
Zoning Districts/Uses	R-1	R-2	R-15, R-25, R-50	NC	PCD	<del>TCO</del> ( <del>§ 34-474</del> )	<u>EO</u> ( <u>§ 34-598</u> )	OF	I-1	I-2	PD	AU	GP
<b>Residential Type Uses</b>													
Assisted Living Facility (ALF)*	SE	SE	SE	SE	SE	<del>⊕</del>	<u>□</u>	SE	□	□	P	□	□
Community residential facility up to 6 residents*	P	P	P	P	P	<del>⊕</del>	<u>□</u>	□	□	□	P	□	□
Community residential facility 7 to 14 residents *	SE	SE	SE	SE	SE	<del>⊕</del>	<u>□</u>	SE	□	□	P	□	□
Community residential facility greater than 15 and more *	SE	SE	SE	SE	SE	<del>⊕</del>	<u>□</u>	SE	□	□	P	□	□
Day care center—adult	□	□	□	P	SE	<del>⊕</del>	<u>□</u>	□	□	□	□	□	□
Dormitories, Fraternity or Sorority house, on campus, off-campus	□	□	□	□	□	<del>⊕</del>	<u>□</u>	□	□	□	P	□	□
Family day care home, 5 children or less	P	P	P	P	P	<del>⊕</del>	<u>□</u>	□	□	□	□	□	□
Farm worker housing	□	□	□	□	□	<del>⊕</del>	<u>□</u>	□	□	□	□	SE	□
Halfway house, treatment facility	SE	SE	□	SE	SE	<del>⊕</del>	<u>□</u>	SE	□	□	□	□	□
Home occupation office*	P	P	P	□	P	<del>⊕</del>	<u>□</u>	□	□	□	P	P	□
Hotels, Motels, Lodging*	□	□	□	P	P	<del>⊕</del>	<u>□</u>	□	P	P	P	□	□
Mobile home, Manufactured homes*	□	□	□	□	□	<del>⊕</del>	<u>□</u>	□	□	□	P	□	□
Residential—mixed-use residential*	□	□	□	□	P	<del>⊕</del>	<u>SE</u>	□	□	□	P	□	□
Residential—multifamily residential*	□	□	P	□	SE	<del>SE</del>	<u>□</u>	□	□	□	P	□	□
Residential—single-family-detached residential*	P	P	P	□	□	<del>⊕</del>	<u>□</u>	□	□	□	P	□	□
Residential—townhouse*	□	□	P	□	□	<del>SE</del>	<u>□</u>	□	□	□	P	□	□
Residential—two-family residential*	□	P	P	□	□	<del>⊕</del>	<u>□</u>	□	□	□	P	□	□
Transient Housing—shelters	□	□	□	□	SE	<del>⊕</del>	<u>□</u>	□	□	□	□	□	□
<b>Public And Institutional Type Uses</b>													
Airport, airfield, heliport, related uses—public, private*	□	□	□	□	□	<del>⊕</del>	<u>□</u>	□	□	□	P	□	P

Added text is underlined. Deleted text is stricken through.

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Community centers	<input type="checkbox"/>	<del>P</del>	<u>P</u>	<input type="checkbox"/>										
Cultural and civic facilities—libraries, museums	<input type="checkbox"/>	<del>P</del>	<u>P</u>	<input type="checkbox"/>										
Detention facility	<input type="checkbox"/>	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>										
Educational and child care facilities—non-public* (includes charter)	SE	SE	SE	P	P	<del>P</del>	<u>⊖</u>	P	P	P	P	P	SE	P
Educational facilities—college or university -private; main campus*	SE	SE	SE	SE	SE	<del>SE</del>	<u>⊖</u>	SE	<input type="checkbox"/>					
Educational facilities—public	P	P	P	P	P	<del>P</del>	<u>⊖</u>	P	P	P	P	P	P	P
Educational facilities—technical, vocational, specialty—non-public	<input type="checkbox"/>	<del>P</del>	<u>⊖</u>	SE	P	P	P	P	<input type="checkbox"/>	P				
Government facilities, including administrative, support and service	<input type="checkbox"/>	<del>P</del>	<u>P</u>	<input type="checkbox"/>										
Hospital—private, public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>P</del>	<u>SE</u>	<input type="checkbox"/>						
Public parks and recreational facilities	P	P	P	P	P	<del>P</del>	<u>⊖</u>	P	P	P	P	P	P	P
Public safety facility	P	P	P	P	P	<del>P</del>	<u>⊖</u>	P	P	P	P	P	P	P
Sewage lift or pumping station*	P	P	P	P	P	<del>P</del>	<u>P</u>	P	P	P	P	P	P	P
Solid waste transfer station	<input type="checkbox"/>	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>										
Transit station	<input type="checkbox"/>	<del>SE</del>	<u>P</u>	<input type="checkbox"/>										
Utilities and related facilities	<input type="checkbox"/>	<del>SE</del>	<u>SE</u>	<input type="checkbox"/>										
Water plant, waste water plant	<input type="checkbox"/>	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>										
<b>Vehicle Related Commercial Type Uses</b>														
Car wash—enclosed*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>						
Car wash—outside, hand wash*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>						
Parking Garage. Lot—commercial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	P	P	<input type="checkbox"/>	P
Rental—automobile only	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	P	<del>⊕</del>	<u>P</u>	<input type="checkbox"/>						
Rental—Truck and other vehicles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	P	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>						
Transit, passenger terminals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>SE</del>	<u>P</u>	SE	SE	SE	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Fueling stations and sales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>⊕</del>	<u>P</u>	<input type="checkbox"/>						
Vehicle major repair—mechanical, body	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>						
Vehicle minor repair—mechanical, service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>						
Vehicle—parts sales and installation and service—new	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>						
Vehicle—parts sales and installation—used	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>						
Vehicle sales—new automobiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	P	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>						
Vehicle sales—used automobiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>						
<b>Recreation, Entertainment Type Uses</b>														
Amusement parks, stadiums, arenas, Marinas*	<input type="checkbox"/>	<del>P</del>	<u>P</u>	<input type="checkbox"/>										

Added text is underlined. Deleted text is stricken through.

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Arcade, video games, electronic gaming, <u>driving range</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>					
Camp grounds, RV parks*	<input type="checkbox"/>	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	SE	<input type="checkbox"/>				
Casino Gaming Facility	<input type="checkbox"/>	<del>⊕</del>	<u>P</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>				
Golf course, <u>driving range</u>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>
Golf, miniature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>
Gun, pistol range, gun clubs, archery clubs—indoor, outdoor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Race track—horse, dog, car	<input type="checkbox"/>	<del>⊕</del>	<u>P</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>				
Riding clubs—horses, off-road vehicles, motorcycles	<input type="checkbox"/>	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	SE	<input type="checkbox"/>				
Sports fields, batting cages, basketball courts, racket ball courts, sporting activities, bowling alleys—indoor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>SE</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Sports fields, batting cages, basketball courts, racket ball courts, sporting activities—outdoor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>SE</del>	<u>SE</u>	<input type="checkbox"/>	P	P	P	SE	<input type="checkbox"/>
<b>Restaurant, Food And Beverage Service Type Uses</b>													
Adult entertainment establishment*	<input type="checkbox"/>	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Bar/Lounge					P	<del>P</del>	<u>P</u>						
Catering Service*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<del>P</del>	<u>P</u>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nightclub, Discotheque, Club, Cabarets.**	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>SE</del>	<u>P</u>	<input type="checkbox"/>	SE	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>
Restaurant—sports bar, amusement restaurant/bar, coffee/sandwich shop, cafeteria, outdoor cafe*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	P	P	<input type="checkbox"/>
<b>Places Of Assembly Type Uses* (See section 9-20 under "Places of Assembly")</b>													
Auction House—indoor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>⊖</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Banquet hall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Funeral Homes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>⊖</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Place of religious assembly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private clubs, not public	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Theater (movie, performing arts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Commercial Type Uses</b>													
Convenience store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>SE</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Donated goods Center—new/used*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>SE</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drug, Pharmacy store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>SE</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Flea market	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	<del>SE</del>	<u>⊖</u>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food specialty store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Grocery store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Liquor package store*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pawn shop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>⊕</del>	<u>⊖</u>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Added text is underlined. Deleted text is stricken through.

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Plant nursery, retail or wholesale *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retail—big box, club membership, department	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Retail—general, single use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Retail—Home improvement, building materials*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Secondhand merchandise store/consignment store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>SE</del>	<u>SE</u>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Office Type Uses</b>													
Call center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<del>P</del>	<u>P</u>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Office—business, sales, professional, semi-professional services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Office—medical office/medical clinic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
<b>Service Type Uses</b>													
Animal grooming and pet sitting—indoor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Animal Hospital/Veterinarian clinic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Animal kennel, boarding*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>SE</del>	<u>SE</u>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	P	<input type="checkbox"/>
Animal shelters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>SE</del>	<u>SE</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	<input type="checkbox"/>
Blood banks, diagnostic medical treatment centers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check cashing, bill payments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Copy, printing center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Cosmetic Surgery, beauty clinics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Customer service center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dry cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Equipment and tool rental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial institution - banks, credit unions, investment brokerage establishments*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Health club, fitness club	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Laundromat, self-service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Package shipping, mail service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Personal care services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Repair and service shop—general merchandise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Self-service storage facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>SE</del>	<u>SE</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Studios—photographic, and instructional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Tattoo parlor, body piercing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	P	<del>P</del>	<u>SE</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other Uses</b>													
Cemetery, mausoleums, crematory*	SE	SE	SE	SE	<input type="checkbox"/>	<del>P</del>	<u>P</u>	SE	SE	SE	<input type="checkbox"/>	SE	<input type="checkbox"/>
Wireless Antennas and support services*	SE	SE	SE	SE	SE	<del>SE</del>	<u>SE</u>	SE	P	P	P	SE	P
<b>Industrial Type Uses</b>													

Added text is underlined. Deleted text is stricken through.

EXHIBIT “A” TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Distribution center	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Dry cleaning—commercial laundry plant	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Industrial uses—heavy	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Industrial uses—light	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	<input type="checkbox"/>								
Laboratory—medical, research, testing	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Mining/extraction, rock quarry	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Outdoor Storage, open air storage* (See section 10-10 for Special Requirements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Radio and transmitting station	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>SE</del>	<u>SE</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	P	
Recycling facility, Refuse disposal	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Salvage yard, junkyard	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Self-storage facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	
Showrooms, retail sales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<del>P</del>	<u>P</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	
Showrooms, wholesale sales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<del>SE</del>	<u>SE</u>	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	
Studio for movie, television, music production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	<del>SE</del>	<u>P</u>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Warehouse	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>								
<b>Agricultural Type Uses</b>														
Farms—produce, livestock	<input type="checkbox"/>	P	<input type="checkbox"/>											
Greenhouses—nurseries, retail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	<input type="checkbox"/>						
Outdoor storage—agriculture* (No extra standard in section 9-20)	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	<input type="checkbox"/>								
Packing facilities—small* (No extra standard in section 9-20)	<input type="checkbox"/>	P	<input type="checkbox"/>											
Farmer's market*	<u>p*</u>	<u>p*</u>	<u>p*</u>	<u>p*</u>	<u>p*</u>	<del>p*</del>	<u>p*</u>							
Packing facilities—large*	<input type="checkbox"/>	SE	<input type="checkbox"/>											
Seed drying facility	<input type="checkbox"/>	P	<input type="checkbox"/>											
Urban agricultural gardens*	SE	SE	SE	SE	SE	<del>SE</del>	<u>SE</u>	<input type="checkbox"/>	P	<input type="checkbox"/>				
Wineries, vineyards*	<input type="checkbox"/>	P	<input type="checkbox"/>											

**Sec. 34-288 Uses permitted with extra requirements.**

(32) *Places of assembly.* Places of assembly are subject to the following standards:

- a. Minimum lot area: one-half net acre.
- b. Minimum spacing of principal building from residentially zoned property: 50 feet; 75 feet spacing from a residential building.
- c. Exception. Places of assembly in the ~~TCO, Town Center Overlay District~~ EO, Entertainment Overlay District shall be subject to the following standards:
  1. Freestanding places of assembly shall have a minimum lot area of two gross acres and 15,000 sf of gross floor area minimum.

Added text is underlined. Deleted text is stricken through.

EXHIBIT “A” TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

2. Multi-tenant/use buildings shall be limited to establishing up to three places of assembly where the total square footage devoted to such places of assembly uses does not exceed 25 percent of the total gross building area; except that in buildings with greater than 100,000 square feet of gross building area more than three places of assembly may be established providing that the total square footage devoted to such use does not exceed 25 percent of the gross building area.
3. Distribution for the needy. Distribution of food, clothing or other items for the needy is prohibited. Distribution for the needy means a fixed location for a temporary period of time where distribution of clothing, prepared or unprepared food, or other essential items to persons occurs, whether consumed on premises or not.

(35) *Restaurant—Sports, amusement, coffee/sandwich shop, cafeteria.* Subject to standards for sale of alcoholic beverages as set forth in article V and Section 34-598 of this chapter.

**Sec. 34-311. - Accessory use table.**

The following accessory use table shall be used to determine the required zoning district of which a use may be established. Unless otherwise stated, setback and spacing regulations shall be in compliance with section 34-432 Table 1. Additional standards shall be complied with for the establishment of the accessory use.

Accessory Use Generalized Table by Zoning District												
Zoning District/Accessory Use and Structures	R-1	R-2	R-15, R-25, R-50	NC	PCD	OF	I-1	I-2	PD	AU	GP	<u>EO</u>
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	P	P	P	P	P	P	P	P	P	P	N/A	<u>P</u>
Commercial recyclable material storage area				P	P	P	P	P	P		N/A	
Commercial use—incidental			P			P	P	P	P	P	N/A	<u>P</u>
Construction trailer—temporary	P	P	P	P	P	P	P	P	P	P	N/A	<u>P</u>
Customary and incidental uses	P	P	P	P	P	P	P	P	P	P	N/A	<u>P</u>
Donation bins				P	P	P	P	P	P		N/A	
Dumpster enclosures	P	P	P	P	P	P	P	P	P	P	n/a	<u>P</u>
Enclosed recreation areas—common	P	P	P		P		P	P	P	P	N/A	<u>P</u>

Added text is underlined. Deleted text is stricken through.

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Gatehouses, guardhouses	P	P	P		P	P	P	P	P		N/A	<u>P</u>
Generators—permanent	P	P	P	P	P	P	P	P	P	P	N/A	<u>P</u>
Houseboats											N/A	
Maintenance building—common	P	P	P	P	P	P	P	P	P	P	N/A	<u>P</u>
Management office, sales office			P	P	P						N/A	<u>P</u>
Mobile medical, professional unit				P	P	P	P	P	P		N/A	<u>P</u>
Multifamily recyclable material storage areas			P		P						N/A	<u>P</u>
News kiosk			P	P	P	P	P	P	P		N/A	<u>P</u>
Off-street parking structures			P	P	P	P	P	P	P		N/A	<u>P</u>
Outdoor dining				P	P	P	P	P	P		N/A	<u>P</u>
Outdoor recreation areas—common	P	P	P		P		P	P	P	P	N/A	<u>P</u>
Outdoor storage	P	P	P	P	P		P	P	P	P	N/A	
Portable storage units	P	P	P						P		N/A	
Screen enclosures	P	P							P		N/A	<u>P</u>
Swimming pools, spas, tennis courts, ball courts	P	P	P						P		N/A	<u>P</u>
Telephone booths, public			P	P	P	P	P	P	P		N/A	<u>P</u>
Unattached garages, carports	P	P	P	P	P	P	P	P	P		N/A	
Utility sheds, storage buildings, fallout shelters	P	P	P						P		N/A	
Vending machines, video arcade games			P	P	P	P	P	P	P		N/A	<u>P</u>

Added text is underlined. Deleted text is stricken through.

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Watchman, manager or caretaker quarters—permanent, temporary			P	P	P	P	P	P	P	P	N/A	<u>P</u>
Wireless antenna support structures, amateur radio antennas	P	P	P	P	P	P	P	P	P	P	N/A	<u>P</u>
<p>Legend:                  "P" indicates permitted.                  Blank indicates not permitted.</p>												
<p>Note: See additional standards and requirements and criteria for specific accessory uses set forth in <a href="#">section 34-312</a> and the master use list in appendix A of <a href="#">section 34-733</a></p>												

**Sec. 34-312. - Additional uses and building standards.**

- (10) ~~Outdoor dining. Outdoor dining as an ancillary use shall be permitted, subject to the following restrictions:~~ Outdoor dining areas shall be permitted as an accessory use for restaurants including fast food restaurants (collectively referred herein as restaurant) subject to the following conditions:
- a. The outdoor dining area shall be managed, operated and maintained as an integral part of the immediately adjacent ~~food service facility~~ restaurant;
  - b. The outdoor dining area shall not reduce required parking or landscaping for the site;
  - c. The outdoor seating area shall be included in the calculations for required parking;
  - d. There shall be no outdoor cooking or food preparation, including preparation equipment or heating of food;
  - e. No outdoor dining area shall obstruct or impede pedestrian traffic. There shall be a minimum of 5 feet clear path between curb and outdoor dining area to allow pedestrian traffic;
  - f. The outdoor dining area shall comply with ~~handicapped accessibility requirements~~ the American with Disabilities Act requirements;
  - g. No advertising signs or business identification signs shall be permitted. No outside public address system shall be permitted;
  - h. The outdoor dining area must have adequate illumination during evening hours and comply with Section 34-417 of this chapter. Blinking and flashing type lighting shall be prohibited;
  - i. ~~Alcoholic beverages may be served where such service is strictly incidental to the service of food and is from a service bar only, subject to compliance with the regulations specified in article V of this chapter;~~
  - j. ~~The use shall be subject to plan review and approval through the building permit review process. The plans for such use shall include all restrooms, furniture, umbrellas, lighting, and other related services and functions associated with the proposed use, together with all required and provided parking calculations. Plans shall be subject to all the applicable building and zoning code regulations; and~~

Added text is underlined. Deleted text is stricken through.

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

- ~~k. The use shall require a certificate of use which shall be renewed annually and shall be subject to revocation upon violation of any applicable building and zoning code regulations, or when a continuation of the permit would constitute a hazard or nuisance.~~
- i. Tables, chairs, umbrellas, and other permissible objects provided within the outdoor dining area shall be of quality design and materials. Umbrellas and other decorative material shall be fire-retardant or manufactured of fire-resistant material;
- j. No tables, chairs or any other permissible objects within the outdoor dining area shall be attached, chained or in any manner affixed to any tree, post, sign or other fixture, curb, or sidewalk in or near the permitted area;
- k. Tables, chairs, umbrellas, and other permissible objects provided within the outdoor dining area shall be maintained with a clean appearance and shall be in good repair at all times;
- l. Alcoholic beverages may be served where such service is strictly incidental to the service of food and is from a service bar only, subject to compliance with the regulations specified in article V of this chapter;
- m. The use shall be subject to plan review and approval through the building permit review process. The plans for such use shall include all restrooms, furniture, umbrellas, lighting, and other related services and functions associated with the proposed use, together with all required and provided parking calculations and pedestrian circulation. Plans shall be subject to all the applicable building and zoning code regulations; and
- n. The use shall require a certificate of use which shall be renewed annually and shall be subject to revocation upon violation of any applicable building and zoning code regulations, or when a continuation of the permit would constitute a hazard or nuisance.

**Sec. 34-342. - Tables for development standards.**

The following are generalized development standards categorized by standards and by zoning districts. These standards are minimum requirements, unless otherwise regulated in this section that all development shall comply with:

<b>Table 2: Commercial, Industrial and Mixed-Use Districts</b>					
	<b>Zoning Districts</b>				
	NC, Neighborhood Commercial OF, Office	I-1, Industrial (Light)	I-2, Industrial (Heavy)	PCD, Planned Corridor Development	<u>EO Entertainment Overlay</u>
<b>Lot and Density Parameters</b>					
Lot frontage, Minimum	50 feet	125 ft.	75 ft.	150 ft.	<u>150 ft.</u>

Added text is underlined. Deleted text is stricken through.

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Lot area (net), Minimum	5,000 s.f.	10,000 s.f.	10,000 s.f.	10,000 s.f.	<u>10,000 s.f.</u>
Residential Density, Maximum	n/a	n/a	n/a	16-26 du/ac by right (varies by corridor); 55—150 du/ac with incentive bonuses	n/a
Floor Area Ratio, Maximum	0.50	0.50	0.50	0.50 single use 3.0 mixed-use (varies by corridor)	<u>0.75 single use</u> <u>3.0 mixed-use</u> <u>(vacant or redeveloped lots of 10 acres or more)</u> <u>0.50 single use</u> <u>3.0 mixed-use</u> <u>(all others)</u>
<b>Maximum impervious area</b>					
(% of lot area)	70% max.	80% max.	80% max.	70% by right; up to 90% with incentive bonuses	<u>70%</u>
<b>Maximum Height for Buildings and Structures</b>					
Principal buildings	35 ft./2 stories	55 ft.	55 ft.	2—4 stories by right 6—20 stories with incentive bonuses (varies by corridor)	<u>15 stories</u> <u>(vacant or redeveloped lots of 10 acres or more)</u>  <u>10 Stories</u> <u>(all others)</u>

Added text is underlined. Deleted text is stricken through.

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Accessory buildings, structures	20 ft./1 story	35 ft.	35 ft.	35 ft./2 stories	<u>2 stories</u>
Parking Structures	<u>Subject to Site Plan Review</u>	<u>Subject to Site Plan Review</u>	<u>Subject to Site Plan Review</u>	<u>Subject to Site Plan Review</u>	<u>Subject to Site Plan Review</u>
<b>Principle Building Setbacks and Spacing</b>					
Front setback	10 ft. (minimum)	20 ft. (minimum)	20 ft. (minimum)	Two options: 15 ft. (build-to); or 25 ft. (minimum)	<u>Two options: 15 ft. (build-to); or 25 ft. (minimum)</u>
Rear setback (minimum)	10 ft.	20 ft.	20 ft.	10 ft. by right 7.5 ft. with incentive bonus	<u>7.5 ft.</u>
Interior side setback (minimum)	25ft.—NC (where abutting residential use); 10 ft. from nonresidential	7.5 ft.—OF	0 ft.	10 ft. by right 0 ft. with incentive bonus	<u>7.5 ft.</u>

Added text is underlined. Deleted text is stricken through.

## EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Side Street Setback (minimum)	15 ft.	20 ft.	20 ft.	10 ft.	<u>10 ft.</u>
Rear setback abutting nonresidential, non-industrial zoning district	Not applicable	25 ft.	25 ft.	Not applicable	<u>Not applicable</u>
Rear setback abutting Residentially Zoned Lot (minimum)	25 ft.—NC 25 ft.—OF	50 ft.	50 ft.	25 ft.	<u>25 ft.</u>
Rear setback separated from Residentially Zoned Lot By Street, Alley Or Other Right-Of-Way (minimum)	25 ft.	25 ft.	25 ft.	25 ft.	<u>25 ft.</u>
Spacing Between Buildings (minimum)	10 ft.	10 ft.	10 ft.	10ft.	<u>10ft.</u>
Accessory Building Setbacks and Spacing					
Front Setback (minimum)	Not permitted in front yard	20 ft.	20 ft.	25 ft.	<u>25 ft.</u>
Rear Setback (minimum)	10 ft.	0 ft.	0 ft.	0 ft.	<u>0 ft.</u>
Interior Side Setback (minimum)	10 ft.	0 ft.	0 ft.	10 ft. by right 0 ft. with incentive bonus	<u>5 ft.</u>
Side Street Setback (minimum)	10 ft.	20 ft.	20 ft.	10 ft.	<u>10 ft.</u>
Rear setback abutting Residentially Zoned Lot (minimum)	25 ft.	50 ft.	50 ft.	25 ft.	<u>25 ft.</u>

Added text is underlined. Deleted text is stricken through.

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Rear setback separated from Residential by Street, Alley or other Right-of-Way (minimum)	25 ft.	25 ft.	25 ft.	25 ft.	<u>25 ft.</u>
Spacing Between Buildings (minimum)	10	10 ft.	10 ft.	10 ft.	<u>10 ft.</u>

**Sec. 34-392. - Commercial parking facilities.**

- (a) Off-street parking areas provided as required parking for an established use shall only be utilized as a commercial parking facilities for off-street parking purposes for the use it is designated for.
- (b) Commercial parking garages or facilities shall meet the minimum standards as set forth in this article, and shall be considered a principal use on the property and require all necessary business licenses and a certificate of use from the city.
- (c) Off-street parking spaces provided within commercial parking garages or facilities within the Entertainment Overlay District (EO) may be counted towards the required off-street parking at the same ratio required for office type and commercial type uses within the EO.

**Sec. 34-444. - Landscape, buffering minimum standards.**

- (f) *Generalized minimum landscape and buffering table.* The following table shall be used as general interpretation of the required minimum landscape and buffering standards for the underlying zoning district that all development shall comply with. Further regulations for specific uses may be found under each zoning district regulations that shall be complied.

Table 1: Minimum Landscape And Buffering Standards Generalized Table												
Zoning district/ landscape requirement	R-1	R-2	R-15 R-25 R-50	NC	PCD*	OF	I-1***	I-2***	PD**	AU	GP	<u>EO</u>
Shade trees	Min. 3 per lot	Min. 3 per lot	28 per net acre	n/a	<u>28 per net acre</u>							

Added text is underlined. Deleted text is stricken through.

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Shade trees— off street parking areas	n/a	n/a	1 per req. land scape island	n/a	n/a	<u>1 per req. land scape island</u>						
Street trees	1 per 25' lot frontage	1 per 25' lot frontage	1 per 25' lot frontage	1 per 25' lot frontage	1 per 25' lot frontage	1 per 25' lot frontage	1 per 25' lot frontage	1 per 25' lot frontage	1 per 25' lot frontage	1 per 25' lot front age	n/a	<u>1 per 25' lot frontage</u>
Shrubs/ Hedging	Min. 10 per req. shade tree	10 per req. tree per req. shade tree	10 per req. tree	10 per req. tree	n/a	<u>10 per req. tree</u>						
Knee wall, off-street parking areas	n/a	n/a	required	requi red	n/a	<u>Required</u>						
Sod, lawn area, ground cover	Min. 50%	Min. 50%	required	n/a	n/a	<u>required</u>						
Landscaped Open space	n/a	n/a	Min. 20%	Min. 10% -30%	Min. 18%	Min. 18%	Min. 10%	Min. 10%	Min. 30%	Min. 20%	n/a	<u>Min. 18%</u>
Common open space	n/a	n/a	Min. 20%	n/a	n/a	n/a	n/a	n/a	Min. 30%	n/a	n/a	<u>n/a</u>
Landscape buffers— front yard/ROW	n/a	n/a	Min. 10'	Min. 10'	Min. 11'—21'*	Min. 10'	Min. 5'	Min. 5'	Min. 10'	Min. 10'	n/a	<u>Min. 11'— 21' Max.</u>
Landscape buffers—side yard	n/a	n/a	Min. 5'	Min. 5'	Min. 0'— 10'*	Min. 5'	Min. 5'	Min. 5'	Min. 5'	Min. 5'	n/a	<u>Min. 0'— 10' Max.</u>
Landscape buffers—rear yard	n/a	n/a	Min. 10'	Min. 10'	Min. 7.5'— 10'*	Min. 10'	Min. 5'	Min. 5'	Min. 10'	Min. 10'	n/a	<u>Min. 7.5'— 10' Max.</u>

Added text is underlined. Deleted text is stricken through.

EXHIBIT “A” TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

Landscape buffers—off street parking areas	n/a	n/a	Min. 7'	Min. 7'	Min. 0'—10'*	Min. 7'	Min. 7'	n/a	<u>Min. 0'—10' Max.</u>				
Landscape islands—off-street parking areas	n/a	n/a	1 per every 10 req. parking spaces	1 per every 10 req. parking spaces	1 per every 0—10 req. parking spaces*	1 per every 10 req. parking spaces	n/a	n/a	<u>1 per every 10 req. parking spaces</u>				
Fence, wall, hedge heights—maximum.	Max. 6'/max. 4' front yard; hedges 8'	Max. 6'/max. 4' front yard	Max. 6'; hedges 8'	Max. 8'; hedges 8'	Max. 8'; hedges 8'	Max. 8'; hedges 8'	Max. 8'; hedges 8'	Max. 8'; hedges 8'	Max. 8'; hedges 8'	Max. 8'; hedges 8'	Max. 6'; hedges 8'	n/a	<u>Max. 8'; hedges 8'</u>
* denotes requirements subject to obtaining incentive bonus in PCD district in accordance with sections <a href="#">34-531</a> , <a href="#">34-532</a> and <a href="#">34-562</a>													
** denotes additional requirements are applicable as set forth in article XVI of this chapter.													
*** denotes exceptions in the I-1, I-2 zoning districts as set forth in subsection <a href="#">34-439(b)(1)e</a> .													

**Sec. 34-732. - Definitions of terms.**

Off-street parking garage or structure; off-street structured parking means a structure or portion thereof attached to, or integrally designed within the principal building or structure, consisting of at least two levels used exclusively for parking or storing multiple vehicles. Off-street parking garage or structure shall not be counted towards FAR, or building height calculations.

Overlay Zoning Districts. Overlay zoning districts are superimposed over portions of one or more underlying base zoning districts (and perhaps planned development districts or other overlay districts) with the intent of supplementing generally applicable development regulations with additional development regulations that address special area-specific conditions, features, or plans while maintaining the character and purposes of the underlying zoning districts. Some overlay zoning districts include standards that modify or supersede standards applied by the underlying base zoning district.

**ARTICLE XV. - PLANNED CORRIDOR DISTRICT (PCD) PLANNED CORRIDOR DEVELOPMENT DISTRICT (PCD) AND ENTERTAINMENT OVERLAY DISTRICT (EO)**

**DIVISION 6 – Entertainment Overlay District (EO)**

**Sec. 34-598. – District conditions.**

The following conditions shall apply to businesses within the entertainment overlay district:

(1) Establishments selling or serving alcoholic beverages must be permitted and operating in compliance with all licensing and other regulations set forth in Article V of this Chapter for sale and consumption of alcoholic beverages;

(2) Nightclubs, discotheques, clubs

(a) Premises must have 5,000 sf minimum gross area up to 8,000 sf; and

EXHIBIT "A" TO ENTERTAINMENT OVERLAY DISTRICT ORDINANCE

- (b) Nightclubs, discotheques and clubs shall be located not less than 300 feet from any residential district or use.
- (3) Restaurants. Standalone restaurant must have a minimum of 4,000 sf in gross area.
- (4) Upon review of a certificate of use application, the administrative official may impose conditions as deemed necessary to ensure compliance with code requirements, minimize or mitigate the impacts of the use on public facilities, adjacent properties and the surrounding neighborhood, including but not limited to the following:
  - (a) Restriction of hours of operation;
  - (b) Adequate security as approved by the city manager based on type of business establishments, and maximum capacity of the facilities within the entertainment overlay district;
  - (c) Limitations of use to within the enclosed premises;
  - (d) Posting of policies as it refers to dress code and service of alcohol;
  - (e) Business registration with City programs; and
  - (f) Conditions to minimize noise and nuisance abatement.

**Sec. 34-599.- Alcoholic beverage sales within the district.**

- (a) Minimum distance requirements. There shall be no minimum distance required between any place of business within the entertainment overlay district licensed by the state to sell alcoholic beverages either for consumption on or off premises and any other place of business similarly licensed within the district.
- (b) Hours of operation. The hours and days of sale and consumption of alcoholic beverages are set forth in section 6-369.
- (c) Hours for music and entertainment. Music, singing and other forms of entertainment whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the district, and in addition music, singing and entertainment shall be permitted outdoors within the district, however, such outdoor music, singing and entertainment shall comply with special events and entertainment regulations as set forth in chapter II of the City of Miami Gardens Code of Ordinances.
- (d) Outdoor sales of alcoholic beverages. Those persons or entities within the district licensed under the state beverage license laws, may sell and serve beers, wines and alcoholic beverages of any type regardless of alcohol content at any location within the district licensed for such sale and under the control of such licensee, including, but not limited to, sidewalk cafes, outdoor areas designed for food or beverage consumption or both adjacent to and operated in concert with a business operated within enclosed premises.

**Sec. 34-600. Upgraded ten-foot-wide sidewalk required.**

A ten-foot sidewalk is required along all street rights-of-way for developments in excess of 15 acres within the district. In order to enhance the pedestrian experience and the appearance of the city's major street corridors, the sidewalk shall be constructed of stamped and colored concrete, or other material and/or design determined by the city council for the district. In order to provide for continuity within the district, the administrative official may authorize or require payment in-lieu of sidewalk construction based upon the prevailing cost per square-foot of construction of such sidewalks according to a public works estimating publication deemed acceptable by the director of public works, as such costs may be adjusted for local material and labor cost conditions. Payment under this section shall be deposited in an account to be designated and maintained for sidewalk construction along the corridor or portion thereof for which the payment was made in lieu of construction.

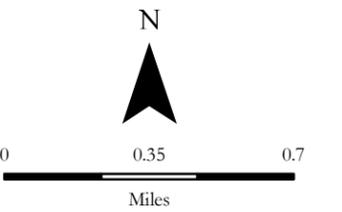
Added text is underlined. Deleted text is stricken through.



# City of Miami Gardens

## Proposed Entertainment Overlay District

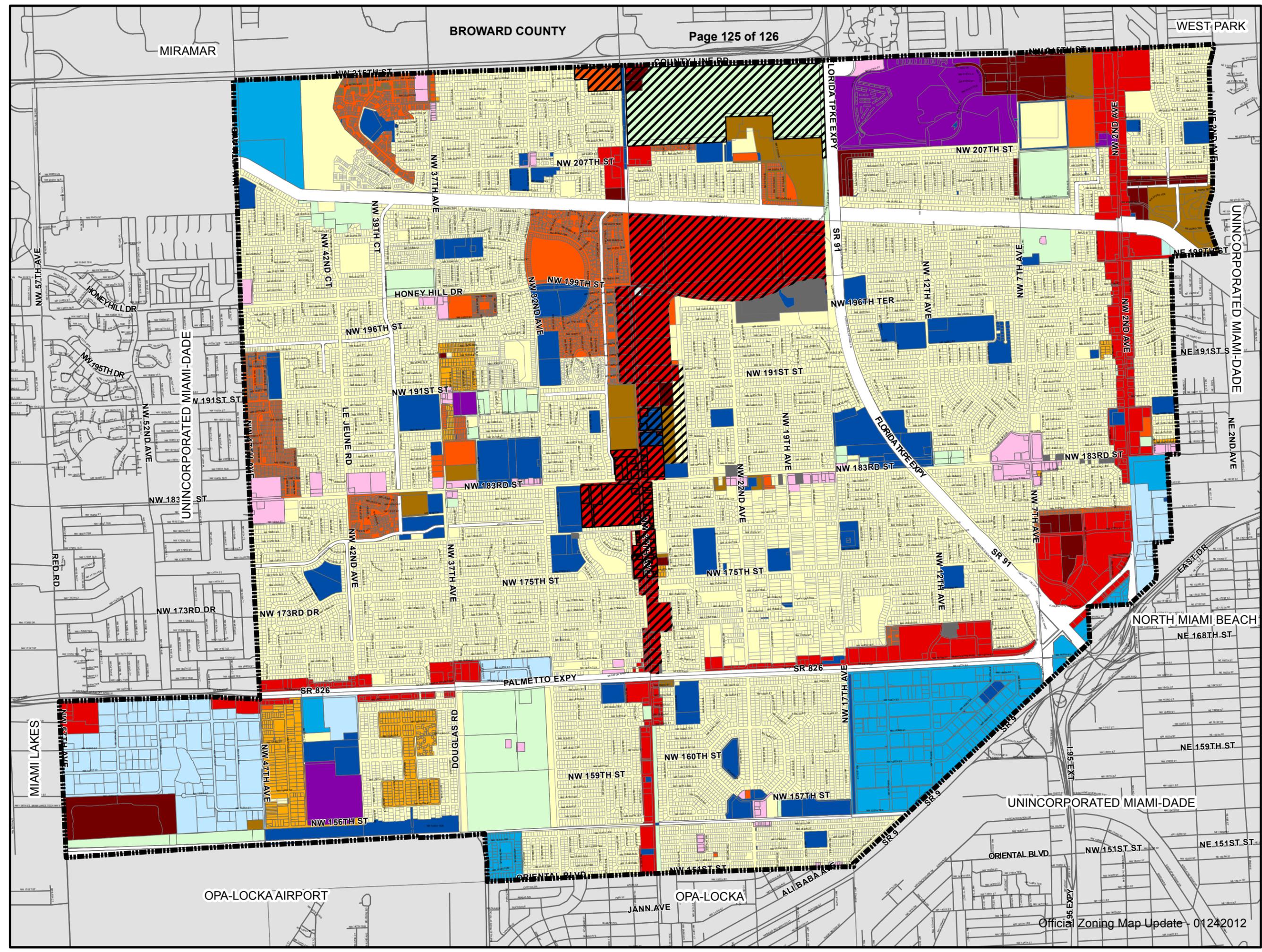
- R-1- Single Family
- R-2- Two Family
- R-15- Multiple Family
- R-25- Multiple Family
- R-50- Multiple Family
- NC- Neighborhood Commercial
- PCD- Planned Corridor Development
- OF- Professional Office
- I-1- Special Industrial
- I-2- Heavy Industrial
- PD- Planned Development
- AU- Agriculture
- GP- Government Property
- Entertainment Overlay District
- Other



Draft Map  
October 2014

Prepared by:  
Department of Planning & Zoning

**DISCLAIMER:**  
This map is subject to updates from time to time. Every attempt has been made to ensure the accuracy of this map. This map is not to be construed as a survey 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 department for verification of information provided on this map.



## CRIME WATCH

# Readers: Take key ID off Medicare cards

BY CARMEN GONZALEZ CALDWELL  
Special to The Miami Herald

Recently, I've written about tax fraud and identity theft. An astute reader pointed out that our Medicare cards contain our Social Security numbers and that thieves can use them to open accounts and fraudulently file tax returns.

I am thrilled that U.S. Rep. Ileana Ros-Lehtinen read my column and sent me information below as to what she is doing to stop this abuse:

Ms. Gonzalez Caldwell: Rep. Ros-Lehtinen asked me to write you in response to your Feb. 15 article in the Miami Herald. As you may be aware, the congresswoman has worked to combat Medicare fraud for many years.

Her most recent bill introduced last Congress, the Medicare Fraud Enforcement and Prevention Act, would:

- Increase penalties for committing fraud.
- Make it easier for the relevant agencies in government to share information about suspected Medicare, Medicaid, or CHIP fraud with appropriate law enforcement officials.
- Direct the secretary of Health and Human Services to study the feasibility and benefits in utilizing biometric technology to counter Medicare fraud.



CALDWELL

Rep. Ros-Lehtinen plans to reintroduce revised legislation this year and would be glad to consider any of the suggestions you, Citizens Crime Watch of Miami-Dade, or your readers have suggested.

Thank you again for bringing attention to this important issue that affects South Florida and I look forward to hearing from you.

Best regards, **Wes Brooks**, Legislative Assistant, Congresswoman Ileana Ros-Lehtinen (FL-27), [Wes.Brooks@mail.house.gov](mailto:Wes.Brooks@mail.house.gov).

Ros-Lehtinen is going to need your help. Please contact her office at 305-668-2285.

This Medicare fraud issue is not going away until Congress changes how it operates. We have a congresswoman on board. Let's get the other congressional members to do their part. Maybe even our Miami-Dade legislative delegation can push this subject in Tallahassee?

Carmen Caldwell is executive director of Citizens' Crime Watch of Miami-Dade. Send feedback and news for this column to [carmen@citizenscrimewatch.org](mailto:carmen@citizenscrimewatch.org), or call her at 305-470-1670.



## PUBLIC HEARING ADVERTISEMENT

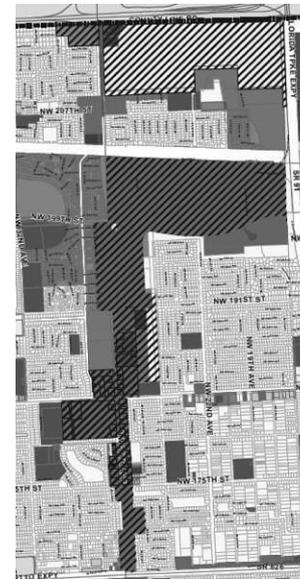
### City of Miami Gardens

Wednesday, March 11, 2015 & 7:00 PM  
City Hall, City Council Chambers  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33054

APPLICANT: City of Miami Gardens

PROJECT NAME: Entertainment Overlay District

PROJECT LOCATION: 27th Avenue Corridor between City Hall and the Stadium – (See Map Below)



**PURPOSE:** The City of Miami Gardens proposes to amend the LDRs to create an Entertainment Overlay District along the 27th Avenue Corridor between City Hall and the Stadium.

#### REQUESTED ACTION: TO ADOPT THE FOLLOWING ORDINANCE:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CODE OF ORDINANCES (LAND DEVELOPMENT REGULATIONS) AS OUTLINED ON EXHIBIT "A" ATTACHED HERETO; AMENDING SECTION 34-13 - ZONING DISTRICTS ESTABLISHED; AMENDING SECTION 34-14 - PURPOSE AND INTENT OF ZONING DISTRICTS; AMENDING SECTION 34-287 - USE REGULATIONS, GENERALLY; AMENDING SECTION 34-288 USES PERMITTED WITH EXTRA REQUIREMENTS; AMENDING SECTION 34-311 - ACCESSORY USE TABLE; AMENDING SECTION 34-312 - ADDITIONAL USES AND BUILDING STANDARDS; AMENDING SECTION 34-342 - TABLES FOR DEVELOPMENT STANDARDS; AMENDING SECTION 34-392 - COMMERCIAL PARKING FACILITIES; AMENDING SECTION 34-444 - LANDSCAPE, BUFFERING MINIMUM STANDARDS; AMENDING SECTION 34-732 - DEFINITIONS OF TERMS; CREATING DIVISION 6 OF ARTICLE XV - ENTERTAINMENT OVERLAY DISTRICT TO PROVIDE FOR ADDITIONAL REGULATIONS; CREATING A LOCATION FOR THE ENTERTAINMENT OVERLAY DISTRICT AREA AS OUTLINED IN EXHIBIT "B" ATTACHED HERETO; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.  
(1<sup>st</sup> Reading – March 11, 2015)

All persons are entitled to attend and to speak at public hearings. The courts have ruled that it is improper to contact a Council member individually, either orally or in writing, about zoning applications.

Said ordinances can be inspected in the City Clerk's Office, Monday - Friday during regular office hours.

Inquiries concerning these items should be directed to the City Manager's Office at 305-622-8000.

Article VII of the City of Miami Gardens Code entitled "Lobbyist", requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence "City" action. "City" action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

In accordance with the Americans 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) 914-9129, not later than 48 hours prior to such proceeding. TDD No. 1-800-955-8771

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at this meeting or hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

We're open early, so you aren't late.  
**Service now open Sunday.**

**SOUTH  
MOTORS**



(866) 475-7566 SouthHonda.com