



# CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

**Meeting Date:** April 8, 2015  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, Florida 33056  
**Next Regular Meeting Date:** April 22, 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 – March 25, 2015

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

**(F) SPECIAL PRESENTATIONS (5 minutes each)**

F-1) City Manager Cameron Benson - TD Bank Presentation –Grant Award

**(G) PUBLIC COMMENTS (2 minutes each)**

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

None

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

None

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

None

**(K) CONSENT AGENDA:**

**K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE MEMORANDUM OF UNDERSTANDING WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO INDEPENDENTLY INVESTIGATE DEADLY FORCE POLICE SHOOTINGS, INVOLVING MIAMI GARDENS POLICE PERSONNEL, WHICH OCCUR WITHIN THE CORPORATE LIMITS OF THE CITY OF MIAMI GARDENS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT )**

**K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO REIMPLEMENT THE CITY OF MIAMI GARDENS HONORS PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)**

**K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, IMPLEMENTING FAMILY NIGHT PARTNERSHIPS IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)**

**K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**

**MIAMI GARDENS, FLORIDA, CREATING THE “MAYOR GILBERT CULTURAL PASSPORT PROGRAM”; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)**

- K-5) 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-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING RAISING AWARENESS ABOUT HEALTH AND HEALTH CARE DISPARITIES DURING THE MONTH OF APRIL, NATIONAL MINORITY HEALTH MONTH; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)**
- K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING SENATE BILL 378 AUTHORIZING LAW ENFORCEMENT OFFICERS TO ISSUE CIVIL CITATIONS AND OPPORTUNITIES TO PARTICIPATE IN DIVERSION PROGRAMS, IN LIEU OF ARRESTS TO JUVENILES OFFENDERS OF MINOR CRIMES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)**
- K-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 855 AND SENATE BILL 1524, AUTHORIZING A STATE SEAL OF BILITERACY FOR HIGH SCHOOL GRADUATES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR.)**
- K-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**

**MIAMI GARDENS, FLORIDA, MAKING THE “MIAMI GARDENS EXPRESS” THE OFFICIAL NAME OF THE CITY OF MIAMI GARDENS’ TROLLEY SYSTEM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**K-10) 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 EXCLUSIVE SPONSORSHIP AGREEMENT WITH NIKE, INC. FOR THE CITY’S YOUTH FOOTBALL PROGRAM; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**K-11) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AWARDDING A BID TO H & J ASPHALT INC, IN THE AMOUNT OF NINE HUNDRED-FORTY EIGHT THOUSAND FOUR HUNDRED FORTY-SEVEN AND 50 CENTS (\$948,447.50), WHICH INCLUDES 10% CONTINGENCY FOR THE COMPLETION OF THE ROAD MILLING AND RESURFACING FROM NW 17 AVENUE TO NW 22 AVENUE AND NW 155 STREET TO NW 167 STREET (BUNCHE PARK); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)(SPONSORED BY THE CITY MANAGER)**

**K-12) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO RENEW THAT CERTAIN CONTRACT WITH AIP-US, LLC, FOR AN ADDITIONAL ONE (1) YEAR PERIOD, IN THE AMOUNT OF FIFTY-SEVEN THOUSAND, SEVENTY-FIVE DOLLARS AND TWENTY CENTS (\$57,075.20) FOR NETWORK SECURITY; AUTHORIZING AN AUTOMATIC RENEWAL FOR AN ADDITIONAL ONE (1) YEAR PERIOD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**(L) RESOLUTION(S)**

**L-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENEWAL OF THE AGREEMENT WITH NATIONAL CORE SERVICES CORP.**

**D/B/A GROUNDS GROUP LANDSCAPING FOR LANDSCAPE MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER, IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF SIXTY THREE THOUSAND, ONE HUNDRED FORTY-SIX DOLLARS (\$63,146.00), FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

## **QUASI-JUDICIAL ZONING HEARINGS:**

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

None

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

**N-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY FLORIDA EDUCATION PROPERTIES ROLLING OAKS, LLC. FOR THE PROPERTY LOCATED AT 18200 N.W. 22<sup>ND</sup> AVENUE, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM R-1 SINGLE FAMILY RESIDENTIAL TO NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1<sup>st</sup> Reading – March 25, 2015)**

### **(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) 914-9010 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>	April 8, 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> <i>Public Safety.</i>			
		X					
<b>Sponsor Name</b>	Oliver Gilbert III, Mayor		<b>Department:</b>	<i>Police Department</i>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO INDEPENDENTLY INVESTIGATE DEADLY FORCE POLICE SHOOTINGS, INVOLVING MIAMI GARDENS POLICE PERSONNEL, WHICH OCCUR WITHIN THE CORPORATE LIMITS OF THE CITY OF MIAMI GARDENS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

**Background**

*Item K-1) Consent Agenda  
Resolution  
FDLE/Police Involved Shootings*

The Florida Department of Law Enforcement (FDLE), as a State law enforcement agency, is legally authorized to investigate the use of deadly or non-deadly force by a law enforcement officer. The FDLE currently has existing Memorandums of Understanding with the Miami-Dade Police Department and the Miami-Dade County State Attorney's Office to investigate deadly force police shootings.

When there are police involved shootings, independent review helps agencies build trust in the communities they serve, especially during situations when deadly force is used by their personnel. In the spirit of transparency, and as a way of implementing a key element of the recommendations found in Interim Report of President Obama's Task Force on 21<sup>st</sup> Century Policing (Action Item 2.2.2 Attachment B), it is recommended that the Florida Department of Law Enforcement investigate deadly force shooting incidents involving Miami Gardens Police Department personnel, which occur within the corporate limits of the City of Miami Gardens.

This resolution would authorize the City Manager to enter into an agreement with the Florida Department of Law Enforcement to investigate all police involved shootings involving Miami Gardens Police Department personnel, which occur within the corporate limits of the City of Miami Gardens.

**Proposed Action:**

That the City Council approves the attached Resolution.

**Attachment:**

Attachment A: Interim Report of the President's Task Force on 21<sup>st</sup> Century Policing  
Attachment C: FDLE Investigations of Non-FDLE Officer Involved Shooting Policy

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) TO INDEPENDENTLY INVESTIGATE POLICE INVOLVED SHOOTINGS IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Law Enforcement (FDLE) is authorized to conduct independent investigations of the use of deadly and non-deadly force by law enforcement officers, and

WHEREAS, the independent investigation and review of police shootings is becoming an increasingly common practice in law enforcement, and has been found to assist agencies with building trust in the communities that they serve, and

WHEREAS, City staff is recommending that the City Council authorize the City Manager to negotiate and execute a Memorandum of Understanding with FDLE to investigate police involved shootings involving the City's Police Department,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to negotiate and execute a Memorandum of Understanding with the Florida Department of Law Enforcement (FDLE) to independently investigate police involved shootings in the City of Miami Gardens.

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

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

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**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: MAYOR OLIVER GILBERT

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

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

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

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

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

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

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

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

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

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INTERIM REPORT OF  
THE PRESIDENT'S TASK FORCE ON

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21<sup>ST</sup> CENTURY POLICING

MARCH 2015

2.2.2 ACTION ITEM: These policies should also mandate external and independent criminal investigations in cases of police use of force resulting in death, officer-involved shootings resulting in injury or death, or in-custody deaths.

One way this can be accomplished is by the creation of multi-agency force investigation task forces comprising state and local investigators. Other ways to structure this investigative process include referring to neighboring jurisdictions or to the next higher levels of government (many smaller departments may already have state agencies handle investigations), but in order to restore and maintain trust, this independence is crucial.

In written testimony to the task force, James Palmer of the Wisconsin Professional Police Association offered an example in that state's statutes requiring that agency written policies "require an investigation that is conducted by at least two investigators . . . neither of whom is employed by a law enforcement agency that employs a law enforcement officer involved in the officer-involved death."<sup>35</sup> Furthermore, in order to establish and maintain internal legitimacy and procedural justice, these investigations should be performed by law enforcement agencies with adequate training, knowledge, and experience investigating police use of force.

<sup>35</sup> Listening Session on Policy and Oversight (written testimony of James Palmer, executive director, Wisconsin Professional Police Association, for the President's Task Force on 21st Century Policing, Cincinnati, OH, January 30–31, 2015).

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

Policy #4.15

**FDLE INVESTIGATIONS OF NON-FDLE OFFICER INVOLVED SHOOTINGS AND IN-CUSTODY DEATH INCIDENTS**

**INDEX:**

GENERAL PARAMETERS

FDLE RESPONSE

PRIMARY RESPONSIBILITIES

CONTENTS OF THE INVESTIGATIVE CASE FILE

INVESTIGATIVE REVIEW PROCESS

**RELATED REFERENCES:**

*Investigation Guidelines for Police Involved Shootings*

*Memorandum of Understanding (MOU)*

**KEY AGENCY CONTACT:**

Investigations and Forensic Science Program (I&FS)

**POLICY:**

FDLE will provide investigative and forensic services to assist other criminal justice agencies in the investigation of incidents of use of deadly force by a law enforcement or correctional officer and incidents of in-custody death. Whenever a law enforcement or correctional officer uses deadly force, or whenever there is an in-custody death of a prisoner, a thorough collection of evidence and an objective investigation is imperative to assure that justice is served. FDLE can investigate such incidents occurring within other agencies with the requisite objectivity.

**GENERAL PARAMETERS**

- A. Each Special Agent in Charge (SAC) will designate sworn members to be part of an investigative unit identified as a Critical Incident Team. The Team will consist of a Special Agent Supervisor (SAS) and a minimum of three Special Agents. The Team will be responsible for investigation of incidents of use of deadly force by law enforcement or correctional officers and incidents of in-custody death. The SAC may also assign appropriate forensic members to respond to an incident with the Team.
- B. Using a standard form approved by the Department, the SAC may enter into MOUs with other criminal justice agencies to provide for FDLE investigative assistance in the event of an incident of use of deadly force or an in-custody death. A variance from the standard MOU may be used upon approval by the Commissioner or designee and the Office of the General Counsel (OGC). The original of such agreements will be filed in the OGC with copies provided to the appropriate Regional Legal Advisers and I&FS Mutual Aid Office. The original agreements will be forwarded to and maintained by the Office of Statewide Operations, Office Field Services, and will be posted on the CJNet Mutual Aid website. Copies will also be forwarded by the region to the OGC.

- C. Upon completion of an investigation of an incident, FDLE will provide an investigative report to the appropriate Office of the State Attorney and to the affected agency(ies), setting forth the factual findings of the investigation. Investigative reports will not include recommendations or legal conclusions concerning an officer's use of force.

**FDLE RESPONSE**

- A. FDLE is legally authorized to investigate the use of deadly or non-deadly force by a law enforcement officer or a correctional officer and incidents of in-custody death upon the request of a sheriff, police chief, administrator of a criminal justice agency, the State Attorney or designee, and with the approval of the Office of the Executive Director. Investigations can also be initiated pursuant to an existing Memorandum of Understanding (MOU) or Executive Order of the Governor.
- B. The occurrence of any of the following predicate incidents may initiate investigative and forensic involvement, assistance or coordination by FDLE:
  - 1. The shooting of a person by a law enforcement officer acting in the line of duty; or
  - 2. The death of an arrestee while in the care, custody or control of a law enforcement officer or correctional officer, the death of an arrestee shortly after being in the care, custody or control of a law enforcement officer or correctional officer, or the death of an intended arrestee during an arrest attempt by a law enforcement officer; or
  - 3. Other use of force incidents as approved by the SAC.
- C. To initiate a request for assistance, in the absence of a signed MOU, the criminal justice agency administrator must contact the appropriate SAC who will approve or disapprove the request based upon the criteria specified above. The SAC will notify the Office of the Executive Director of the request via the chain-of-command.

**PRIMARY RESPONSIBILITIES:**

- A. Florida Fusion Center
  - 1. When the Florida Fusion Center receives a request for assistance to investigate another agency officer-involved shooting or in-custody death incident, the Florida Fusion Center member will immediately establish and document the following:
    - a. Identity of the person calling and agency requesting assistance,
    - b. Date and time of call/request for assistance,
    - c. Date and time incident occurred,
    - d. Location of and directions to the incident,
    - e. Brief synopsis of incident, and
    - f. Callback number where the caller can be immediately reached.

2. The Florida Fusion Center will immediately notify the regional Assistant Special Agent in Charge (ASAC), on-call SAS and on-call Crime Scene Supervisor.
3. It will be the responsibility of the ASAC to make the appropriate notifications to the SAC, Chief of Forensic Services, Public Information Officer (PIO) and State Attorney.
4. If an FDLE member other than the Florida Fusion Center receives the initial request for assistance, the member must contact the Regional ASAC. The Supervisor, as soon as reasonably possible, will ensure the Florida Fusion Center is notified regarding the request for assistance.

B. Responsibilities of the SAS

1. The assigned SAS will:
  - a. Activate critical incident team members;
  - b. Respond to the scene of the incident and assume control of the investigation;
  - c. Establish law enforcement (involved agency) contact;
  - d. Assign case agent;
  - e. Obtain comprehensive incident briefing;
  - f. Make investigative assignments as necessary;
  - g. Coordinate FDLE Lab Crime Scene activities on-scene. If an FDLE crime scene unit is not available, personnel from another agency can be utilized;
  - h. Ensure that the Florida Fusion Center has made all required notifications; and
  - i. Provide summary for immediate briefing of FDLE command personnel.
2. The SAS will coordinate a meeting with critical incident team members, the SAC, ASAC, Chief of Forensic Services, Regional Legal Advisor, requesting Agency Head or representative, a member of the State Attorney's Office, and any other appropriate personnel for a comprehensive briefing concerning the deadly force or in-custody incident. This should be conducted within 24 hours or reasonably thereafter.

During the **24-hour briefing**, the following will be discussed:

- a. Investigative Team Issues;
- b. Witness statements;
- c. Officer's statements;
- d. Evidence collected and its status/pending analysis (turnaround time);

- e. Radio logs;
  - f. Communication center tape recordings;
  - g. Issues or items that need revisiting, i.e. aerial photographs, computer assisted sketching, etc.; and
  - h. Legal issues.
3. An update briefing for all parties should be conducted within 72 hours, or reasonably thereafter.

During the **72-hour briefing**, the following will be discussed:

- a. Case Progress;
- b. Coordinate any unresolved evidence and legal issues;
- c. Ensure all leads are being pursued; and
- d. Ensure timely completion of Investigative Incident Documentation.

C. Responsibilities of Case Agent

1. The Case Agent will consult with the SAS on investigative assignments to ensure that a Special Agent(s) is:
  - a. Assigned to assist crime scene;
  - b. Attends the hospital/morgue as appropriate;
  - c. Assesses/conducts interviews; and
  - d. Gathers communication tape/logs.
2. The Case Agent will brief the SAS and CIS on significant developments.
3. The Case Agent will maintain liaison with requesting agency's lead investigator.
4. The Case Agent will consult with SAS and other relevant parties (State Attorney, requesting Agency Head, PIO, etc.) for time/place of 24-hour briefing.
5. The Case Agent will prepare for the 24-hour briefing by incorporating facts, witness statements, and photos and drafting timeline of events.
6. The Case Agent will review the administrative file of the officer(s) involved.

D. Responsibilities of the SAC

1. The SAC will ensure notification to the Assistant Commissioner and Office of the Executive Director.
2. The SAC or designee will ensure preparation of a briefing document for the Office of the Executive Director.
3. The SAC or designee will ensure liaison with the requesting agency's chief executive is maintained.

E. Responsibilities of the PIO

1. The PIO will respond to the scene and coordinate all press releases with affected agency, and after consultation with SAC or designee.
2. All media inquiries will be directed to the PIO.
3. If there is no PIO available, all press inquiries will be directed to the SAC or designee.
4. The PIO will ensure that the PIO Director is notified of the incident in a timely manner.

**CONTENTS OF THE INVESTIGATIVE CASE FILE**

A. The contents of the investigative case file (investigative reports, related items, investigative summary, etc.) will be pursuant to existing procedures in the automated investigative management system. The packet will be submitted to the Office of the State Attorney and the requesting agency and will contain at a minimum:

1. Investigative summary/timeline;
2. Witness/officer's summary;
3. FDLE investigative reports;
4. Witness/officers interview transcriptions;
5. Evidentiary exhibits list;
6. Related items list;
7. Lab reports; and
8. Other information as appropriate.

**INVESTIGATIVE REVIEW PROCESS**

The SAS will ensure that the Regional Legal Advisor or representative of the Office of General Counsel, the ASAC and/or the SAC review the investigative summary prior to submitting the case to the State Attorney.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 8, 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>	General Fund/Other		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>		<b>Yes</b>		<b>No</b>
					X		
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  N/A			
		X					
<b>Sponsor Name</b>	<b>Oliver Gilbert III, Mayor</b>		<b>Department:</b>	<i>Office of the Mayor/City Council</i>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO REIMPLEMENT THE CITY OF MIAMI GARDENS HONORS PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

Background

In 2012, the City Council approved the implementation of a formal internship project whereby the City

**Item K-2) Consent Agenda  
Resolution  
Honors Program**

of Miami Gardens employed select students for the duration of one year (two concurrent 6-month periods). The proposed legislation recommends that the City Manager reinstitute the “City of Miami Gardens Honors Program,” (“Honors Program” or “Program”) in efforts to provide opportunities to the next generation to enter the field of public service.

The Honors Program

The Honors Program purports to expose prospective participants to various career paths in the areas of public administration and public service. Eligibility for the Program requires: (1) residency in the City of Miami Gardens, and (2) matriculation through junior year in high school. High academic performance and community service may serve as additional factors for selection. There are no age requirements; however, no application shall be accepted from any individual that has completed more than two (2) years of college. College credit earned while students are in high school shall not be considered for the purpose of disqualifying applicants from the Honors Program. Prospective participants must complete the application process and will be screened for eligibility by a committee to be comprised of the City Manager, City Attorney, and City Clerk, or their designees.

With an eye toward shaping our future utilizing the talents of the youth of today, the Honors Program is designed to provide insight and practical experience in the operations of municipal government. The assigned tasks will offer exposure to pivotal administrative functions. During their tenure in the Program, it is expected that interns will be transitioned through multiple City Departments providing for the greatest exposure to a variety of professional responsibilities. For participants, the Program not only engages students in the process of government, but also creates an in-road to future employment with the City of Miami Gardens. Ideally, candidates selected for the Program will graduate from college, or vocational training, and ultimately be considered for employment with the City. Participation in the Honors Program does not guarantee future employment nor does it prevent the City Manager from hiring other qualified interns that did not participate in the Program.

Funding

Pursuant to agreement, the City of Miami Gardens shall be reimbursed by the South Florida Workforce Investment Board in an amount not to exceed \$50,000.

**Proposed Action:**

Mayor Oliver Gilbert recommends that the City Council adopt the attached resolution.

**Attachment:**

None.

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

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO REIMPLEMENT THE CITY OF MIAMI GARDENS HONORS PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2012, the City Council approved the implementation of the “City of Miami Gardens Honors Program” (“Program”), and

WHEREAS, the Program allowed City of Miami Gardens youth to be employed by the City for one year, and

WHEREAS, participants in the Miami Gardens Honors Program were residents from the City of Miami Gardens, who matriculated through their junior year in high school, and

WHEREAS, the purpose of the Program was to expose participants to various career paths in public administration/service, and

WHEREAS, Mayor Oliver Gilbert is recommending that the City Council re-implement the Honor’s Program, and

WHEREAS, the program would not have an age limit requirement, however, persons who have completed more than two (2) years of college would not be eligible, unless such credits were earned while students are in high school, and

WHEREAS, funding for the Program will come from an Agreement between the City and the South Florida Workforce Investment Board,

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

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

34 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens  
35 hereby authorizes and directs the City Manager to take any and all steps necessary to  
36 reimplement the City of Miami Gardens Honors Program in accordance with the  
37 attached Agenda Cover Memorandum. The City Council further authorizes the City  
38 Manager to enter into an Agreement with the South Florida Workforce Investment Board  
39 for this purpose.

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

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

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**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: MAYOR OLIVER GILBERT III

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62 Moved by: \_\_\_\_\_  
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64 **VOTE:** \_\_\_\_\_  
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66	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
67	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
68	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
69	Councilman David Williams Jr	_____ (Yes)	_____ (No)
70	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
71	Councilman Rodney Harris	_____ (Yes)	_____ (No)
72	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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City of Miami Gardens Budget/Narrative  
January 1, 2012 to June 30, 2012

GL Code	Internship Project	WIA Youth
5540	Participant Wages (not less than 10 youth earning \$10.00 to \$12.00 per hour and work up to 20 hrs per week for not more than 24 weeks)	\$46,447.00
5545	Participant Fringes (FICA/MICA)(7.65% of wages)	\$ 3,553.00
	<b>Total Budget</b>	<b>\$50,000.00</b>



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 8, 2015		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>	X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X	<i>(Enter X in box)</i>	<b>Public Hearing:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
			<i>(Enter X in box)</i>				<b>No</b>
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A			
		X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  N/A			
		X					
				Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>			
<b>Sponsor Name</b>	Oliver Gilbert III, Mayor		<b>Department:</b>	<i>Office of the Mayor/City Council</i>			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, IMPLEMENTING FAMILY NIGHT PARTNERSHIPS IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

The City of Miami Gardens, in partnership with local community-based organizations, will join efforts and resources to create a series of family-oriented, community events under the title of "Family Night Partnership."

Leaders of local community-based organizations have collectively set forth an activity-based plan of action leveraging the facilities and resources of the City to bring the Residents of the community together in the spirit of fellowship and fun. Family Night Partnership events may include, but are not limited to, live music, dance, movie nights, pool parties, in addition to educational and other activities appropriate for all members of the community. Use of the Betty T. Ferguson Recreational Complex and Amphitheater is available at no charge.

Additionally, local non-profit organizations will make resources available for attending families and Residents. The City will assist in facilitating food trucks on site. Free food will be available pending sponsorship opportunities. All Family Night Partnership events will be implemented into the City's public relations strategy and advertised via radio and print media.

**Proposed Action:**

Mayor Oliver Gilbert recommends that the City Council adopt the attached resolution directing the City Manager to take any and all steps necessary to implement Family Night Partnership.

**Attachment:**

None.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, IMPLEMENTING FAMILY NIGHT PARTNERSHIPS IN THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mayor Oliver Gilbert is recommending that the City partner with community based organizations within the City to create a series of family-oriented, community-based, events under the title of "Family Night Partnerships," and

WHEREAS, these Partnerships will include a process for bringing the Residents of the City together for activities such as live music, dance, movie nights, etc., and

WHEREAS, the Partnerships will allow the use of the Betty T. Ferguson Recreational complex and Amphitheater at no charge, and

WHEREAS, local nonprofits and community based organizations will also participate in these Partnerships by making resources available,

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 implementation of Family Night Partnerships in the City of Miami Gardens.

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

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

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OLIVER GILBERT, III, MAYOR

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36 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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43 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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46 SPONSORED BY:

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

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

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

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

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

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

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

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

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

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## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 8, 2014		<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>
			<i>(Enter X in box)</i>		X			
<b>Funding Source:</b>	<i>(Enter Fund &amp; Dept)</i> Ex: General Fund		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>		
							X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	N/A				
	X							
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>				
	X							
<b>Sponsor Name</b>	Oliver Gilbert III, Mayor		<b>Department:</b>	<i>Office of the Mayor/City Council</i>				

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CREATING THE “MAYOR GILBERT CULTURAL PASSPORT PROGRAM”; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

To ensure that school-aged children in the City of Miami Gardens have access to cultural facilities in Miami-Dade County, the Mayor proposes the creation of the Mayor Gilbert Cultural Passport Program.

Through this Program, parents of school-aged children who reside in the City of Miami Gardens may apply for a ‘cultural passport’ for their child/children. Once approved, the cultural passport will grant that child and their parents access to various facilities in Miami-Dade County at no cost.

**Item K-4) Consent Agenda  
Resolution  
Mayor Gilbert Cultural  
Passport Program**

Research shows that students who are exposed to art and cultural institutions demonstrate stronger critical thinking skills, display higher levels of social tolerance, and exhibit greater historical empathy. Through this program, the City of Miami Gardens will take a concrete step toward promoting the development of well-rounded members of our community.

Funding for this program will be secured primarily through charitable donations and price concessions from participating cultural facilities.

**Proposed Action:**

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

**Attachment:**

No.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CREATING THE "MAYOR GILBERT CULTURAL PASSPORT PROGRAM"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to ensure that school-aged children in the City of Miami Gardens have access to cultural facilities in Miami-Dade County, the Mayor proposes the creation of the "Mayor Gilbert Cultural Passport Program," and

WHEREAS, through this Program, parents of school-aged children who reside in the City of Miami Gardens may apply for a 'cultural passport' for their child/children, and once approved, the cultural passport will grant that child and their parents access to various facilities in Miami-Dade County at no cost, and

WHEREAS, Research shows that students who are exposed to art and cultural institutions demonstrate stronger critical thinking skills, display higher levels of social tolerance, and exhibit greater historical empathy, and

WHEREAS, through this Program, the City of Miami Gardens will take a concrete step toward promoting the development of well-rounded members of our community, and

WHEREAS, funding for this Program will be secured primarily through charitable donations and price concessions from participating cultural facilities,

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.

28 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
29 hereby approves the creation of the "Mayor Gilbert Cultural Passport Program."

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

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

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OLIVER GILBERT, III, MAYOR

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40 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: MAYOR OLIVER GILBERT III

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

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

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

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## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	April 8, 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>
					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>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>				
<b>Sponsor Name</b>	Felicia Robinson, Vice Mayor		<b>Department:</b>	Office of the Mayor/City 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-5) Consent Agenda  
Resolution  
Dissolve/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.

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54 **ATTEST:**

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OLIVER GILBERT, III, MAYOR

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RONETTA TAYLOR, MMC, CITY CLERK





## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 8, 2014		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>	X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X	<i>(Enter X in box)</i>	<b>Public Hearing:</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
			<i>(Enter X in box)</i>		X		
<b>Funding Source:</b>	N/A		<b>Advertising Requirement:</b>	<b>Yes</b>		<b>No</b>	
			<i>(Enter X in box)</i>			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>		
		X					
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>				
<b>Sponsor Name</b>	Lisa C. Davis, Councilwoman		<b>Department:</b>		<i>Office of the Mayor/City Council</i>		

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING RAISING AWARENESS ABOUT HEALTH AND HEALTH CARE DISPARITIES DURING THE MONTH OF APRIL, NATIONAL MINORITY HEALTH MONTH; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

Raising public awarenss about health and health care disparities that continues to affect racial and ethnic minorities, and efforts to the advanced health equity is of the utmost importance to Councliwoman Lisa C. Davis.

April is National Minority Health Month. The Theme for 2015 is "30 years of Advancing Health

**Item K-6) Consent Agenda  
Resolution  
National Minority Health Month**

*Equity/The Heckler Report: A Force for Ending Health Disparities in America.*” This theme commemorates the U.S. Department of Health and Human Services (HHS) efforts towards eliminating health disparities among racial and ethnic minorities that were mobilized by the findings from the *Report of the Secretary’s Task Force on Black and Minority Health*. Commonly referred to as the *Heckler Report*. This landmark report marked the first convening of a group of health experts by the U.S. government to conduct a comprehensive study of racial and ethnic minority health and elevated minority health to a national stage. This milestone anniversary serves as a paramount opportunity to highlight national and local efforts towards eliminating health disparities and advancing health equity, including legislative policy and actions such as the Affordable Health Care Act, the HHS Action Plan to Reduce Racial and Ethnic Health Disparities, and the National Partnership for Action to End Health Disparities.

Councilwoman Lisa Davis is passionate about providing health care awareness to Miami Gardens residents, which is evident by her annual Diabetes Awareness initiative. She wants to raise a clarion call for all Americans to take action towards ending health disparities in their community. Councilwoman Davis believes together through a collective effort an accelerated momentum towards achieving a nation free of disparities in health and health care can be achieved.

**Proposed Action:**

That the City Council adopts the attached Resolution supporting raising awareness about health and health care disparities during National Minority Health Month, April 2015..

**Attachment:**

Exhibit “A” Abstract of Heckler Report

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING RAISING AWARENESS ABOUT HEALTH AND HEALTH CARE DISPARITIES DURING THE MONTH OF APRIL, NATIONAL MINORITY HEALTH MONTH; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, raising public awareness about health and health care disparities that affect minorities, and efforts to the advance health equity is of the utmost importance to Councilwoman Lisa C. Davis, and

WHEREAS, April is National Minority Health Month, this year's theme is "*30 years of Advancing Health Equity/The Heckler Report: A Force for Ending Health Disparities in America,*" and

WHEREAS, this year's theme commemorates the U.S. Department of Health and Human Services (HHS) efforts towards eliminating health disparities among racial and ethnic minorities as found in the *Report of the Secretary's Task Force on Black and Minority Health*, commonly referred to as the *Heckler Report*, and

WHEREAS, this landmark Report marked the first convening of a group of health experts by the U.S. government to conduct a comprehensive study of racial and ethnic minority health and elevated minority health to a national stage, and

WHEREAS, this milestone anniversary serves as a paramount opportunity to highlight national and local efforts towards eliminating health disparities and advancing health equity, including legislative policy and actions such as the Affordable Health Care Act, the HHS Action Plan to Reduce Racial and Ethnic Health Disparities, and the National Partnership for Action to End Health Disparities, and

WHEREAS, Councilwoman Lisa Davis is passionate about providing health care awareness to Miami Gardens residents, which is evident by her annual Diabetes

31 Awareness initiative, and she wants to raise a clarion call for all Americans to take  
32 action towards ending health disparities in their community, and

33 WHEREAS, Councilwoman Davis believes together through a collective effort an  
34 accelerated momentum towards achieving a nation free of disparities in health and  
35 health care can be achieved, and

36 WHEREAS, Councilwoman Davis is recommending that the City Council  
37 commemorate April as National Minority Health Month,

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

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

43 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
44 hereby supporting raising awareness about health and health care disparities during the  
45 month of April, National Minority Health Month.

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

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

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OLIVER GILBERT, III, MAYOR

**ATTEST:**

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60 RONETTA TAYLOR, MMC, CITY CLERK

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63 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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66 SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

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

69  
70 **VOTE:** \_\_\_\_\_

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

79

# **Reducing Racial And Ethnic Disparities: The Action Plan From The Department Of Health And Human Services**

## **Abstract From Heckler Report**

The Department of Health and Human Services (HHS) recently unveiled the most comprehensive federal commitment yet to reducing racial and ethnic health disparities. The 2011 HHS Action Plan to Reduce Racial and Ethnic Health Disparities not only responds to advice previously offered by stakeholders around the nation, but it also capitalizes on new and unprecedented opportunities in the Affordable Care Act of 2010 to benefit diverse communities. The Action Plan advances five major goals: transforming health care; strengthening the infrastructure and workforce of the nation's health and human services; advancing Americans' health and well-being; promoting scientific knowledge and innovation; and upholding the accountability of HHS for making demonstrable progress. By mobilizing HHS around these goals, the Action Plan moves the country closer to realizing the vision of a nation free of disparities in health and health care.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 8, 2014		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>	X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
					X		
<b>Funding Source:</b>	N/A		<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>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>			
		X					
<b>Sponsor Name</b>	Lisa C. Davis, Councilwoman		<b>Department:</b>	<i>Office of the Mayor/City Council</i>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING SENATE BILL 378 AUTHORIZING LAW ENFORCEMENT OFFICERS TO ISSUE CIVIL CITATIONS AND OPPORTUNITIES TO PARTICIPATE IN DIVERSION PROGRAMS, IN LIEU OF ARRESTS TO JUVENILES OFFENDERS OF MINOR CRIMES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

Councilwoman Lisa C. Davis strongly believes in second chances and that our children are our future. Supporting Senate Bill 378 provides a solid foundation for giving our young people (juveniles) who have made bad choices resulting in an arrest a second chance. Florida Statute 985.11 originally authorized issuance of civil citation in lieu of arrest, but only for first-time juvenile offenders. Senate Bill 378 has

**Item K-7) Consent Agenda  
Resolution  
Support for Senate Bill 378**

been proposed in an effort to expand law enforcement officers' authority to issue warnings, notices to parents/guardians, participation in diversion programs, or proscribing community service, in lieu of arrests to juveniles beyond first-time offenders of minor crimes.

Senate Bill 378 will also give young offenders more opportunities to become productive members of society by including juveniles who have committed minor crimes more than one time and who would otherwise have been arrested.

**Proposed Action:**

That the City Council adopts the attached Resolution supporting Senate Bill 378(2015) to expand the Florida Stat. Sec. 985.12 title Civil Citation to issue warnings, notices to parents/guardians, participation in diversion programs, or proscribing community service.

**Attachment:**

Exhibit "A" Senate Bill 378

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING SENATE BILL 378 AUTHORIZING LAW ENFORCEMENT OFFICERS TO ISSUE CIVIL CITATIONS AND OPPORTUNITIES TO PARTICIPATE IN DIVERSION PROGRAMS, IN LIEU OF ARRESTS TO JUVENILES OFFENDERS OF MINOR CRIMES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, currently Section 985.11, Florida Statutes authorizes law enforcement officers to issue civil citations to first time juvenile misdemeanor offenders, and

WHEREAS, Senate Bill 378 has been proposed in an effort to expand the authority of law enforcement officers to issue warnings, and offer opportunities for participation in diversion programs, in lieu of arrests to juveniles beyond first-time offenders of minor crimes, and

WHEREAS, Councilwoman Lisa Davis is requesting that the City Council lend its support to Senate Bill 378 to offer juvenile offenders a second chance,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby supports Senate Bill 378.

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby directed to provide copies of this Resolution to the Speaker of the Florida House of Representatives and to the President of the Florida Senate.

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

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

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**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

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

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

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

59

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

60

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

61

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

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

63

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

64

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

65

66

By Senator Garcia

38-00317A-15

2015378

1                                   A bill to be entitled  
2           An act relating to juvenile justice; amending s.  
3           985.12, F.S.; authorizing a law enforcement officer to  
4           issue a warning to a juvenile who admits having  
5           committed a misdemeanor or to inform the child's  
6           parent or guardian of the child's infraction;  
7           requiring a law enforcement officer who does not  
8           exercise one of these options to issue a civil  
9           citation or require participation in a similar  
10          diversion program; providing that repeat misdemeanor  
11          offenders may participate in the civil citation  
12          program or a similar diversion program under certain  
13          circumstances; providing that, in exceptional  
14          situations, a law enforcement officer may arrest a  
15          first-time misdemeanor offender in the interest of  
16          protecting public safety; requiring certain written  
17          documentation if such an arrest is made; reenacting  
18          ss. 943.051(3)(b) and 985.11(1)(b), F.S., relating to  
19          the issuance of a civil citation, and the issuance of  
20          a civil citation or similar diversion program,  
21          respectively, to incorporate the amendments made to s.  
22          985.12, F.S., in references thereto; providing an  
23          effective date.

24  
25          Be It Enacted by the Legislature of the State of Florida:  
26

27                   Section 1. Subsection (1) of section 985.12, Florida  
28          Statutes, is amended to read:  
29                   985.12 Civil citation.--

38-00317A-15

2015378

30 (1) There is established a juvenile civil citation process  
31 for the purpose of providing an efficient and innovative  
32 alternative to custody by the Department of Juvenile Justice for  
33 children who commit nonserious delinquent acts and to ensure  
34 swift and appropriate consequences. The department shall  
35 encourage and assist in the implementation and improvement of  
36 civil citation programs or other similar diversion programs  
37 around the state. The civil citation or similar diversion  
38 program shall be established at the local level with the  
39 concurrence of the chief judge of the circuit, state attorney,  
40 public defender, and the head of each local law enforcement  
41 agency involved. The program may be operated by an entity such  
42 as a law enforcement agency, the department, a juvenile  
43 assessment center, the county or municipality, or another ~~some~~  
44 ~~ether~~ entity selected by the county or municipality. An entity  
45 operating the civil citation or similar diversion program must  
46 do so in consultation and agreement with the state attorney and  
47 local law enforcement agencies. Under such a juvenile civil  
48 citation or similar diversion program, a any law enforcement  
49 officer, upon making contact with a juvenile who admits having  
50 committed a misdemeanor, may choose to issue a simple warning or  
51 inform the child's guardian or parent of the child's infraction,  
52 or shall may issue a civil citation or require participation in  
53 a similar diversion program, and assess up to ~~not more than~~ 50  
54 community service hours, and require participation in  
55 intervention services as indicated by an assessment of the needs  
56 of the juvenile, including family counseling, urinalysis  
57 monitoring, and substance abuse and mental health treatment  
58 services. A copy of each citation issued under this section

38-00317A-15

2015378

59 shall be provided to the department, and the department shall  
60 enter appropriate information into the juvenile offender  
61 information system. Use of the civil citation or similar  
62 diversion program is not limited to first-time offenses and may  
63 be used in a second or subsequent offense. In exceptional  
64 situations, a local law enforcement officer may arrest a  
65 juvenile for a first-time misdemeanor if he or she provides  
66 written documentation as to why an arrest was warranted to  
67 protect public safety. Only first-time misdemeanor offenders are  
68 eligible for the civil citation or similar diversion program. At  
69 the conclusion of a juvenile's civil citation program or similar  
70 diversion program, the agency operating the program shall report  
71 the outcome to the department. The issuance of a civil citation  
72 is not considered a referral to the department.

73 Section 2. For the purpose of incorporating the amendment  
74 made by this act to section 985.12, Florida Statutes, in a  
75 reference thereto, paragraph (b) of subsection (3) of section  
76 943.051, Florida Statutes, is reenacted to read:

77 943.051 Criminal justice information; collection and  
78 storage; fingerprinting.-

79 (3)

80 (b) A minor who is charged with or found to have committed  
81 the following offenses shall be fingerprinted and the  
82 fingerprints shall be submitted electronically to the  
83 department, unless the minor is issued a civil citation pursuant  
84 to s. 985.12:

- 85 1. Assault, as defined in s. 784.011.
- 86 2. Battery, as defined in s. 784.03.
- 87 3. Carrying a concealed weapon, as defined in s. 790.01(1).



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b> <i>(Enter X in box)</i>	April 8, 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>
			<i>(Enter X in box)</i>		X		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>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>				
		X						
<b>Sponsor Name</b>	David Williams Jr., Councilman		<b>Department:</b>	Office of the Mayor/City Council				

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 855 AND SENATE BILL 1524, AUTHORIZING A STATE SEAL OF BILITERACY FOR HIGH SCHOOL GRADUATES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

House Bill 855 and Senate Bill 1524 are pending before the Florida House of Representatives and the Florida Senate respectively. Both Bills support literacy for students who demonstrate a proficiency in English and an additional language. The Bills provide a mechanism for creating a State Seal of Biliteracy to be affixed to the high school diplomas for students who demonstrate a proficiency in English and an

**Item K-8) Consent Agenda  
Resolution  
Support for House Bill 855  
and Senate Bill 1524**

additional language. The Biliteracy Seal would provide an incentive for students to excel in the language studies and promote advantages of by literacy for school officials and the general public. The Biliteracy Seal will be used as an additional alternative assessment in the home language for ESOL students who meet all the requirements for high school graduation. Nine states have approved Biliteracy Seals, and the Seal is under consideration by thirteen other states. The American Council on the Teaching of Foreign Languages, the National Association of bilingual Education, the National Council of State Supervisors for Languages and TESOL International Association have officially drafted recommendations for the implementation of the Seal of Biliteracy. Councilman David Williams is requesting that the City Council lend its support to House Bill 855 and Senate Bill 1524.

**Proposed Action:**

That the City Council approves the attached Resolution.

**Attachment:**

No.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 855 AND SENATE BILL 1524 AUTHORIZING A STATE SEAL OF BILITERACY FOR HIGH SCHOOL GRADUATES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, House Bill 855 and Senate Bill 1524 are pending before the Florida House of Representatives and the Florida Senate respectively, and

WHEREAS, both Bills support literacy for students who demonstrate a proficiency in English and an additional language, and

WHEREAS, the Bills provide a mechanism for creating a State Seal of Biliteracy to be affixed to the high school diplomas for students who demonstrate a proficiency in English and an additional language, and

WHEREAS, the Biliteracy Seal would provide an incentive for students to excel in the language studies and promote advantages of by literacy for school officials and the general public, and

WHEREAS, the Biliteracy Seal will be used as an additional alternative assessment in the home language for ESOL students who meet all the requirements for high school graduation, and

WHEREAS, nine states have approved Biliteracy Seals, and the Seal is under consideration by thirteen other states, and

WHEREAS, the American Council on the Teaching of Foreign Languages, the National Association of bilingual Education, the National Council of State Supervisors for Languages and TESOL International Association, have officially drafted recommendations for the implementation of the Seal of Biliteracy, and

30 WHEREAS, Councilman David Williams is requesting that the City Council lend  
31 its support to House Bill 855 and Senate Bill 1524,

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

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

37 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
38 hereby supports House Bill 855 and Senate Bill 1524.

39 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby  
40 authorized to provide copies of this Resolution to the Speaker of the Florida House of  
41 Representatives and to the President of the Florida Senate.

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

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

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OLIVER GILBERT, III, MAYOR

**ATTEST:**

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

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

61  
62 SPONSORED BY: COUNCILMAN DAVID WILLIAMS, Jr.

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

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

67			
68	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
69	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
70	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
71	Councilman David Williams Jr	_____ (Yes)	_____ (No)
72	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
73	Councilman Rodney Harris	_____ (Yes)	_____ (No)
74	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

75

HB 855

2015

1                                   A bill to be entitled  
 2           An act relating to K-12 educational instruction;  
 3           creating s. 1003.4284, F.S.; creating the State Seal  
 4           of Biliteracy; requiring the State Board of Education  
 5           to adopt rules for awarding the seal; creating s.  
 6           1003.562, F.S.; creating the English Language Learners  
 7           Advisory Council within the Department of Education;  
 8           providing purpose and duties; providing for  
 9           appointment and membership; providing meeting  
 10          requirements; providing for staff and administrative  
 11          support; amending s. 1008.22, F.S.; requiring the  
 12          department to provide for the development and adoption  
 13          of statewide, standardized assessments in native  
 14          languages for students with limited English  
 15          proficiency; requiring school districts to administer  
 16          such assessments; amending s. 1008.34, F.S.; revising  
 17          components used to calculate school grades to include  
 18          certain Learning Gains of English language learners;  
 19          providing an effective date.

20  
 21 Be It Enacted by the Legislature of the State of Florida:

22  
 23           Section 1. Section 1003.4284, Florida Statutes, is created  
 24 to read:

25           1003.4284 State Seal of Biliteracy.-

26           (1) The State Seal of Biliteracy is established to

HB 855

2015

27 recognize high school students who have attained a high level of  
 28 proficiency in speaking, reading, and writing in a foreign  
 29 language. The State Seal of Biliteracy shall be affixed to a  
 30 student's high school diploma, and the student's high school  
 31 transcript shall indicate that he or she has earned the seal.  
 32 For purposes of this section, a foreign language includes  
 33 American Sign Language and Native American languages.

34 (2) The State Board of Education shall adopt rules  
 35 establishing criteria for awarding the State Seal of Biliteracy.  
 36 The criteria must require a student to demonstrate proficiency  
 37 in English by meeting high school graduation requirements in  
 38 English Language Arts and proficiency in a foreign language. The  
 39 criteria must allow for a student to demonstrate proficiency in  
 40 a foreign language through multiple methods, including, but not  
 41 limited to, nationally or internationally recognized language  
 42 proficiency tests.

43 (3) Each school district shall notify students and parents  
 44 in writing of the requirements for earning the State Seal of  
 45 Biliteracy.

46 Section 2. Section 1003.562, Florida Statutes, is created  
 47 to read:

48 1003.562 English Language Learners Advisory Council.—

49 (1) The English Language Learners Advisory Council is  
 50 created within the Department of Education.

51 (2) The purpose of the advisory council is to review and  
 52 recommend in an annual report to the Governor, the President of

HB 855

2015

53 the Senate, the Speaker of the House of Representatives, and the  
 54 Commissioner of Education:

55 (a) Reform initiatives to statewide English language  
 56 learner (ELL) accountability policies, including research-based  
 57 assessment accommodations appropriate for ELLs.

58 (b) Proposed changes to state law, State Board of  
 59 Education rules, or agreements with the Federal Government that  
 60 would remove barriers to or enhance the implementation of  
 61 education programs offered to ELLs.

62 (c) Proposed changes to teacher preparation and credential  
 63 standards, professional development and inservice education,  
 64 ESOL program models, and instructional materials and strategies.

65 (d) The best methods for increasing parental engagement in  
 66 programs for ELLs.

67 (e) Criteria for awarding the State Seal of Biliteracy.

68 (f) Proposed funding allocations for programs serving  
 69 ELLs.

70 (g) Applied research projects that use research  
 71 capabilities within the state, including, but not limited to,  
 72 resources of the State University System, for the purpose of  
 73 achieving improved outcomes for ELLs.

74 (h) Other matters identified by advisory council members.

75 (3) The advisory council shall be composed of the  
 76 following members:

77 (a) The Commissioner of Education, or his or her designee,  
 78 who shall serve as chair of the advisory council and shall serve

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2015

79 ex officio as a nonvoting member.

80 (b) The director of the Office of Policy and Budget of the  
 81 Executive Office of the Governor, or his or her designee, who  
 82 shall serve ex officio as a nonvoting member.

83 (c) The chair of the Florida Legislative Hispanic Caucus,  
 84 or his or her designee.

85 (d) The chair of the Florida Legislative Black Caucus, or  
 86 his or her designee.

87 (e) Fifteen members of the public who shall be appointed  
 88 by the Governor as follows:

89 1. One member who has professional or occupational  
 90 expertise in university-level preparation of ESOL teachers and  
 91 second-language research.

92 2. One member who has professional or occupational  
 93 expertise in college-level preparation of ESOL or special  
 94 education teachers.

95 3. One member who has professional or occupational  
 96 expertise in secondary school and adult programs for ELLs.

97 4. One member who has professional or occupational  
 98 expertise in prekindergarten or elementary school programs for  
 99 ELLs.

100 5. One member who has experience as the principal of a  
 101 school the student population of which includes ELLs.

102 6. Ten members who have professional or occupational  
 103 expertise in, or are generally knowledgeable about, issues that  
 104 relate to programs and services for ELLs, one each nominated by

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105 the following organizations:

106 a. The state professional organization for ESOL teachers,  
 107 Sunshine State TESOL of Florida.

108 b. The Florida Association of Bilingual/ESOL Supervisors.

109 c. LULAC Florida Corp., the League of United Latin  
 110 American Citizens.

111 d. The Florida State Conference of the NAACP.

112 e. An ESOL parent leadership council.

113 f. The Florida PTA.

114 g. The Florida League of Cities.

115 h. The Florida Association of School Administrators.

116 i. The Florida Educational Research Association.

117 j. The Florida School Boards Association.

118 (f) One member of the Florida Education Association who  
 119 shall be appointed by the President of the Senate.

120 (g) One member with experience as the superintendent of a  
 121 school district the student population of which includes ELLs  
 122 who shall be appointed by the Speaker of the House of  
 123 Representatives.

124 (4) (a) Members of the advisory council appointed by the  
 125 Governor, the President of the Senate, and the Speaker of the  
 126 House of Representatives shall be appointed to 4-year terms,  
 127 except that initially, to provide for staggered terms, the  
 128 Governor shall appoint seven members to serve 2-year terms.

129 (b) A vacancy shall be filled in the same manner as the  
 130 original appointment. A vacancy occurring on the advisory

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131 council before expiration of a term shall be filled for the  
 132 remainder of the unexpired term. A member of the advisory  
 133 council is eligible for reappointment.

134 (5) The advisory council shall hold its first meeting no  
 135 later than October 1, 2015, and at least one meeting per quarter  
 136 per calendar year thereafter. Meetings may be held via  
 137 teleconference or other electronic means; however, the advisory  
 138 council must meet in person during its first meeting of each  
 139 year.

140 (6) Each member of the advisory council shall serve  
 141 without compensation but may be reimbursed for per diem and  
 142 travel expenses pursuant to s. 112.061.

143 (7) The Department of Education shall provide staff and  
 144 administrative support for the advisory council.

145 (8) By February 1 of each year, the advisory council shall  
 146 submit a written report to the Governor, the President of the  
 147 Senate, the Speaker of the House of Representatives, and the  
 148 Commissioner of Education containing the advisory council's  
 149 recommendations.

150 Section 3. Paragraph (c) of subsection (3) of section  
 151 1008.22, Florida Statutes, is amended to read:

152 1008.22 Student assessment program for public schools.—

153 (3) STATEWIDE, STANDARDIZED ASSESSMENT PROGRAM.—The  
 154 Commissioner of Education shall design and implement a  
 155 statewide, standardized assessment program aligned to the core  
 156 curricular content established in the Next Generation Sunshine

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157 State Standards. The commissioner also must develop or select  
158 and implement a common battery of assessment tools that will be  
159 used in all juvenile justice education programs in the state.  
160 These tools must accurately measure the core curricular content  
161 established in the Next Generation Sunshine State Standards.  
162 Participation in the assessment program is mandatory for all  
163 school districts and all students attending public schools,  
164 including adult students seeking a standard high school diploma  
165 under s. 1003.4282 and students in Department of Juvenile  
166 Justice education programs, except as otherwise provided by law.  
167 If a student does not participate in the assessment program, the  
168 school district must notify the student's parent and provide the  
169 parent with information regarding the implications of such  
170 nonparticipation. The statewide, standardized assessment program  
171 shall be designed and implemented as follows:

172 (c) Students with disabilities; Florida Alternate  
173 Assessment; students with limited English proficiency.—

174 1. Each district school board must provide instruction to  
175 prepare students with disabilities in the core content knowledge  
176 and skills necessary for successful grade-to-grade progression  
177 and high school graduation.

178 2. A student with a disability, as defined in s. 1007.02,  
179 for whom the individual education plan (IEP) team determines  
180 that the statewide, standardized assessments under this section  
181 cannot accurately measure the student's abilities, taking into  
182 consideration all allowable accommodations, shall have

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183 assessment results waived for the purpose of receiving a course  
184 grade and a standard high school diploma. Such waiver shall be  
185 designated on the student's transcript. The statement of waiver  
186 shall be limited to a statement that performance on an  
187 assessment was waived for the purpose of receiving a course  
188 grade or a standard high school diploma, as applicable.

189 3. The State Board of Education shall adopt rules, based  
190 upon recommendations of the commissioner, for the provision of  
191 assessment accommodations for students with disabilities and for  
192 students who have limited English proficiency.

193 a. Accommodations that negate the validity of a statewide,  
194 standardized assessment are not allowed during the  
195 administration of the assessment. However, instructional  
196 accommodations are allowed in the classroom if identified in a  
197 student's IEP. Students using instructional accommodations in  
198 the classroom that are not allowed on a statewide, standardized  
199 assessment may have assessment results waived if the IEP team  
200 determines that the assessment cannot accurately measure the  
201 student's abilities.

202 b. If a student is provided with instructional  
203 accommodations in the classroom that are not allowed as  
204 accommodations for statewide, standardized assessments, the  
205 district must inform the parent in writing and provide the  
206 parent with information regarding the impact on the student's  
207 ability to meet expected performance levels. A parent must  
208 provide signed consent for a student to receive classroom

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209 instructional accommodations that would not be available or  
210 permitted on a statewide, standardized assessment and  
211 acknowledge in writing that he or she understands the  
212 implications of such instructional accommodations.

213 c. If a student's IEP states that online administration of  
214 a statewide, standardized assessment will significantly impair  
215 the student's ability to perform, the assessment shall be  
216 administered in hard copy.

217 d. For a student who has limited English proficiency and  
218 for whom it is appropriate as determined in accordance with the  
219 No Child Left Behind Act of 2001, a school district shall  
220 provide for the administration of statewide, standardized  
221 assessments in the student's native language. The Department of  
222 Education shall create a timetable and action plan for the  
223 development and adoption of these statewide, standardized  
224 assessments, beginning with assessments for the two most  
225 prevalent languages represented in the limited English  
226 proficient student population within the state.

227 4. For students with significant cognitive disabilities,  
228 the Department of Education shall provide for implementation of  
229 the Florida Alternate Assessment to accurately measure the core  
230 curricular content established in the Next Generation Sunshine  
231 State Standards.

232 Section 4. Paragraph (b) of subsection (3) of section  
233 1008.34, Florida Statutes, is amended to read:

234 1008.34 School grading system; school report cards;

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235 district grade.—

236 (3) DESIGNATION OF SCHOOL GRADES.—

237 (b)1. Beginning with the 2014-2015 school year, a school's  
 238 grade shall be based on the following components, each worth 100  
 239 points:

240 a. The percentage of eligible students passing statewide,  
 241 standardized assessments in English Language Arts under s.  
 242 1008.22(3).

243 b. The percentage of eligible students passing statewide,  
 244 standardized assessments in mathematics under s. 1008.22(3).

245 c. The percentage of eligible students passing statewide,  
 246 standardized assessments in science under s. 1008.22(3).

247 d. The percentage of eligible students passing statewide,  
 248 standardized assessments in social studies under s. 1008.22(3).

249 e. The percentage of eligible students who make Learning  
 250 Gains in English Language Arts as measured by statewide,  
 251 standardized assessments administered under s. 1008.22(3).

252 f. The percentage of eligible students who make Learning  
 253 Gains in mathematics as measured by statewide, standardized  
 254 assessments administered under s. 1008.22(3).

255 g. The percentage of eligible students in the lowest 25  
 256 percent in English Language Arts, as identified by prior year  
 257 performance on statewide, standardized assessments, who make  
 258 Learning Gains as measured by statewide, standardized English  
 259 Language Arts assessments administered under s. 1008.22(3).

260 h. The percentage of eligible students in the lowest 25

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261 percent in mathematics, as identified by prior year performance  
 262 on statewide, standardized assessments, who make Learning Gains  
 263 as measured by statewide, standardized mathematics assessments  
 264 administered under s. 1008.22(3).

265 i. The percentage of English language learners who make  
 266 Learning Gains in English language proficiency as measured by  
 267 the statewide English language proficiency assessment.

268 ~~j.i.~~ For schools comprised of middle grades 6 through 8 or  
 269 grades 7 and 8, the percentage of eligible students passing high  
 270 school level statewide, standardized end-of-course assessments  
 271 or attaining national industry certifications identified in the  
 272 Industry Certification Funding List pursuant to rules adopted by  
 273 the State Board of Education.

274  
 275 In calculating Learning Gains for the components listed in sub-  
 276 subparagraphs e.-h., the State Board of Education shall require  
 277 that learning growth toward achievement levels 3, 4, and 5 is  
 278 demonstrated by students who scored below each of those levels  
 279 in the prior year. In calculating the components in sub-  
 280 subparagraphs a.-d., the state board shall include the  
 281 performance of English language learners only if they have been  
 282 enrolled in a school in the United States for more than 2 years.

283 2. For a school comprised of grades 9, 10, 11, and 12, or  
 284 grades 10, 11, and 12, the school's grade shall also be based on  
 285 the following components, each worth 100 points:

286 a. The 4-year high school graduation rate of the school as

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287 defined by state board rule.

288       b. The percentage of students who were eligible to earn  
289 college and career credit through College Board Advanced  
290 Placement examinations, International Baccalaureate  
291 examinations, dual enrollment courses, or Advanced International  
292 Certificate of Education examinations; or who, at any time  
293 during high school, earned national industry certification  
294 identified in the Industry Certification Funding List, pursuant  
295 to rules adopted by the state board.

296       Section 5. This act shall take effect July 1, 2015.

By Senator Simmons

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1                                   A bill to be entitled  
2       An act relating to English language learners; amending  
3       s. 1003.4282, F.S.; requiring that a school district  
4       notify students and parents in writing of options for  
5       transferring high school credits and earning  
6       comparative, concordant, or passing scores on  
7       alternative assessments; providing transfer students  
8       with options for satisfying the English Language Arts  
9       (ELA) assessment requirement to earn a standard high  
10      school diploma; amending s. 1003.433, F.S.; providing  
11      alternatives and additional learning opportunities for  
12      transfer students who enter a Florida public school at  
13      grade 10 under certain circumstances; providing that a  
14      limited English proficient transfer student who has  
15      met certain requirements, but has not passed the grade  
16      10 ELA assessment by grade 12, may receive a standard  
17      high school diploma if the student earns a concordant  
18      or passing score on an alternative assessment;  
19      amending s. 1003.56, F.S.; requiring a school district  
20      to notify limited English proficient students and  
21      their parents of the requirements and options for  
22      earning a standard high school diploma; amending s.  
23      1008.22, F.S.; requiring the Commissioner of Education  
24      to identify concordant and passing scores on  
25      alternative assessments that are offered in languages  
26      other than English and demonstrate the college  
27      readiness of limited English proficient students;  
28      requiring that the State Board of Education adopt by  
29      rule alternative assessments and their respective

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30 concordant and passing scores; providing an effective  
31 date.

32  
33 Be It Enacted by the Legislature of the State of Florida:

34  
35 Section 1. Subsections (2) and (8) of section 1003.4282,  
36 Florida Statutes, are amended to read:

37 1003.4282 Requirements for a standard high school diploma.—

38 (2) NOTIFICATION REQUIREMENTS.—The school district must  
39 notify students and parents, in writing, of the requirements for  
40 a standard high school diploma, available designations, options  
41 for transferring high school credits and for earning  
42 comparative, concordant, or passing scores on alternative  
43 assessments, and the eligibility requirements for state  
44 scholarship programs and postsecondary admissions. The  
45 Department of Education shall directly and through the school  
46 districts notify registered private schools of public high  
47 school course credit and assessment requirements. Each private  
48 school must make this information available to students and  
49 their parents so they are aware of public high school graduation  
50 requirements.

51 (8) UNIFORM TRANSFER OF HIGH SCHOOL CREDITS.—Beginning with  
52 the 2012-2013 school year, if a student transfers to a Florida  
53 public high school from out of country, out of state, a private  
54 school, or a home education program and the student's transcript  
55 shows a credit in Algebra I, the student must pass the  
56 statewide, standardized Algebra I EOC assessment in order to  
57 earn a standard high school diploma unless the student earned a  
58 comparative score, passed a statewide assessment in Algebra I

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59 administered by the transferring entity, or passed the statewide  
60 mathematics assessment the transferring entity uses to satisfy  
61 the requirements of the Elementary and Secondary Education Act,  
62 20 U.S.C. s. 6301. If a transfer student's transcript shows a  
63 credit in high school reading or English Language Arts (ELA) II,  
64 ~~or III,~~ or IV, in order to earn a standard high school diploma,  
65 the student must take and pass the statewide, standardized grade  
66 10 Reading assessment or, when implemented, the grade 10 ELA  
67 assessment, unless the student earned a concordant or passing  
68 score identified pursuant to s. 1008.22(7) and (9) or passed a  
69 statewide assessment in ELA II, III, or IV administered by the  
70 transferring entity to satisfy the requirements of the  
71 Elementary and Secondary Education Act, 20 U.S.C. s. 6301 ~~or~~  
72 ~~earn a concordant score.~~ If a transfer student's transcript  
73 shows a final course grade and course credit in Algebra I;;  
74 Geometry;; Biology I;; ~~or~~ United States History; or ELA II, III,  
75 or IV, the transferring course final grade and credit shall be  
76 honored without the student taking the requisite statewide,  
77 standardized EOC assessment and without the assessment results  
78 constituting 30 percent of the student's final course grade.

79 Section 2. Subsection (1) of section 1003.433, Florida  
80 Statutes, is amended to read:

81 1003.433 Learning opportunities for out-of-state and out-  
82 of-country transfer students and students needing additional  
83 instruction to meet high school graduation requirements.—

84 (1) Students who enter a Florida public school at the 10th,  
85 11th, or 12th grade from out of state or out of country shall  
86 not be required to spend additional time in a Florida public  
87 school in order to meet the high school course requirements if

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88 the student has met all requirements of the school district,  
89 state, or country from which he or she is transferring. A  
90 district school board must notify a transfer student who is  
91 limited English proficient and his or her parent, as required in  
92 s. 1003.56(3)(i), of the requirements for earning a standard  
93 high school diploma and the options available under s.  
94 1003.4282, if applicable, including the opportunity to earn a  
95 concordant or passing score on an alternative assessment  
96 identified pursuant to s. 1008.22(7) and (9). Such students who  
97 are not proficient in English should receive immediate and  
98 intensive instruction in English language acquisition, including  
99 the instruction required pursuant to s. 1003.56. However, to  
100 receive a standard high school diploma, any ~~a~~ transfer student  
101 must earn at least a 2.0 grade point average and meet the  
102 requirements under s. 1008.22. A limited English proficient  
103 student who has met the minimum grade point average and has met  
104 the assessment requirements under s. 1008.22, except for passage  
105 of the grade 10 ELA assessment by the end of grade 12, may  
106 receive a standard high school diploma if he or she has earned a  
107 concordant or passing score on an alternative assessment  
108 identified pursuant to s. 1008.22(7) and (9), or passed a  
109 statewide assessment in ELA II, III, or IV administered by the  
110 transferring entity to satisfy the requirements of the  
111 Elementary and Secondary Education Act, 20 U.S.C. s. 6301.

112 Section 3. Paragraph (i) is added to subsection (3) of  
113 section 1003.56, Florida Statutes, and subsection (4) of that  
114 section is amended, to read:

115 1003.56 English language instruction for limited English  
116 proficient students.—

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117 (3) Each district school board shall implement the  
118 following procedures:

119 (i) Notify a transfer student and his or her parent of the  
120 requirements for earning a standard high school diploma; any  
121 applicable options available under s. 1003.4282(8); and  
122 concordant and passing scores on alternative assessments as  
123 identified pursuant to s. 1008.22(7) and (9), which satisfy the  
124 grade 10 English Language Arts assessment requirement.

125 (4) Each district school board's program for limited  
126 English proficient students shall be evaluated and monitored  
127 periodically, including compliance with the notification  
128 requirements in paragraph (3)(i).

129 Section 4. Present subsection (7) of section 1008.22,  
130 Florida Statutes, is amended, subsections (9), (10), and (11) of  
131 that section are redesignated as subsections (10), (11), and  
132 (12), respectively, and a new subsection (9) is added to that  
133 section, to read:

134 1008.22 Student assessment program for public schools.—

135 (7) CONCORDANT SCORES.—The Commissioner of Education must  
136 identify scores on the SAT and ACT that if achieved satisfy the  
137 graduation requirement that a student pass the grade 10  
138 statewide, standardized Reading assessment or, upon  
139 implementation, the grade 10 ELA assessment. The commissioner  
140 must ~~may~~ identify concordant scores on assessments other than  
141 the SAT and ACT. If the content or scoring procedures change for  
142 the grade 10 Reading assessment or, upon implementation, the  
143 grade 10 ELA assessment, new concordant scores must be  
144 determined. If new concordant scores are not timely adopted, the  
145 last-adopted concordant scores remain in effect until such time

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146 as new scores are adopted. The state board shall adopt by rule  
147 concordant scores ~~in rule~~.

148 (9) LIMITED ENGLISH PROFICIENT STUDENTS; ALTERNATIVE  
149 ASSESSMENTS.—The Commissioner of Education must identify  
150 alternative assessments and their respective passing scores  
151 which are offered in languages other than English and are  
152 appropriate for demonstrating the college readiness of limited  
153 English proficient students as provided in ss. 1003.4282 and  
154 1003.433. The state board shall adopt by rule passing scores on  
155 alternative assessments identified pursuant to this subsection.

156 Section 5. This act shall take effect July 1, 2015.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 8 , 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>	Yes	No	<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>	Yes	No	Yes
						X	
<b>Funding Source:</b>	<b>Public Works</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>	Yes	No	<b>RFP/RFQ/Bid #:</b>				
		X					
<b>Sponsor Name</b>	<b>Cameron Benson, City Manager</b>		<b>Department:</b>	<b>Public Works</b>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, MAKING THE “MIAMI GARDENS EXPRESS” THE OFFICIAL NAME OF THE CITY OF MIAMI GARDENS’ TROLLEY SYSTEM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

On September 22, 2014 City Council approved specifications (Resolution No. 2014-165-2144) for trolley-type buses for use on the City’s Bus Circulator System. The design of the bus includes branding graphics and website address. The brand naming allows the City to differentiate its vehicles and accessibility points from other transit systems. Therefore, is it requested that City Council consider **Miami Gardens Express** as the official name of the City of Miami Gardens’ trolley system.

Fiscal Impact

The cost of the design of the bus is part of the agreement signed with the contractor, therefore, there is no fiscal impact.

**Item K-9) Consent Agenda  
Resolution  
Miami Gardens’ Trolley System**

**Proposed Action:**

That the City Council approve the attached resolution authorizing **Miami Gardens Express** as the official branding name for the City of Miami Gardens' trolley system.

**Attachment:**

None.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, MAKING THE "MIAMI GARDENS EXPRESS" THE OFFICIAL NAME OF THE CITY OF MIAMI GARDENS' TROLLEY SYSTEM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2014, the City Council approved specifications (Resolution No. 2014-165-2144) for trolley-type buses for use on the City's Bus Circulation System, and

WHEREAS, the design of the bus includes branding graphics and website address, and

WHEREAS, the brand naming allows the City to differentiate its vehicles and accessibility points from other transit systems, and

WHEREAS, Mayor Oliver Gilbert is recommending that the official name of the trolley system be called the "Miami Gardens Express",

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 makes "Miami Gardens Express" the official name of the City of Miami Gardens' Trolley System.

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>	April 8, 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>
		X			X		
<b>Funding Source:</b>	None		<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>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  <b>Business and Economic Development</b>			
		X					
<b>Sponsor Name</b>	Cameron Benson, City Manager		<b>Department:</b>	Parks & Recreation Department			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN EXCLUSIVE SPONSORSHIP AGREEMENT WITH NIKE, INC. FOR THE CITY'S YOUTH FOOTBALL PROGRAM; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

Background

Nike, Inc. (Nike) of Beaverton, Oregon is one of the most popular American multinational corporations engaged in the design, development, manufacturing and worldwide marketing and selling of footwear,

**Item K-10) Consent Agenda  
Resolution  
Sponsorship Agreement w/ Nike**

apparel, equipment, accessories and services for youth, college and professional sports. Nike has continually been on the cutting edge in creating high-performing, diverse and inclusive apparel for the modern athlete. Given the superior reputation in providing athletic apparel, it is with great enthusiasm that Nike expressed interest in entering into a 3-year agreement with the City of Miami Gardens to exclusively outfit our youth football and cheerleading programs. In exchange, Nike will provide uniforms for all five of our 14-Under youth football teams along with in-kind services for additional football related activities.

In addition to sponsoring uniforms, Nike will also provide in-kind services such as: Coaches Clinics, a Youth Combine and Training Programs designed to improve knowledge, skills and performance. Coaches will receive coaching tips and techniques on current trends. Each youth combine will consist of a series of skills and performance measurements inclusive of:

- The 40-yd dash: Reveals ability to accelerate and sustain top end speed. Both of these qualities are fundamental to the game of football and it is essential for an athlete to maximize your top end speed.
- The 5-10-5 Agility Shuttle: Tests ability to accelerate, decelerate, and change direction. Football demands this of an athlete. It is designed to measure body control at top speeds.
- The Vertical Jump: A measurement of relative peak power, by taking into account your body weight. This figure provides an indication of ability to quickly generate force, which transfers to overall speed and explosiveness.
- Kneeling Powerball Toss: Assesses ability to develop and access your power from the hips through your upper body. It requires and reveals coordination, strength, and power.

The aforementioned in-kind support will assist in determining how prepared our football program participants are for the next level of competition. Each participant will receive a NIKE SPARQ (Speed, Power, Agility, Reaction and Quickness) rating. The rating serves as a standardized test for athleticism relative to age and size. This trademarked program can also help to identify areas of athleticism needing improvement. These metrics will provide our youth with exposure in a national database of athletes.

#### Fiscal Impact

There is no fiscal impact.

#### **Proposed Action:**

The City Council approve the above resolution, authorizing the City Manager to enter into and execute a sponsorship agreement between the City of Miami Gardens Parks and Recreation Department and Nike Inc.

#### **Attachment:**

Attachment A – Sponsorship agreement with Nike

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 EXCLUSIVE SPONSORSHIP AGREEMENT WITH NIKE, INC. FOR THE CITY'S YOUTH FOOTBALL PROGRAM; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Nike, Inc. (Nike) desires to provide a three (3) year exclusive sponsorship for the City's youth football teams, and

WHEREAS, under the terms of the sponsorship, Nike will exclusively provide football uniforms, coaching clinics and youth combine training, and

WHEREAS, it is necessary to execute an Agreement for this purpose,

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 Sponsorship Agreement with Nike, Inc. for the City's youth football program, a copy of which is attached hereto as Exhibit "A".

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

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

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40 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

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50 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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

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

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

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

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

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

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

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

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

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**Miami Gardens Youth Football Program**  
**Sponsorship Agreement**



TERM: Three (3) year term commencing February 1, 2015 to February 1, 2018

It is Nike's desire to enter into an exclusive Head to Toe (Footwear, Apparel and Equipment) agreement with Miami Gardens Youth Football program including: Players, Coaches and Football Staff.

**INCENTIVES**

- In Year one ( 1 ) of the agreement, NIKE will provide the Miami Gardens Youth Football League with one set of the NIKE Mach Speed Uniform for each of the 5 eighth grade teams (35 athletes/team), includes top and bottom. (Total retail value is \$58,000)
- Provide NFR (Nike Football Rating) support (\$3500 retail/year)
  - Youth Combine/Training Experience (\$5000 retail/year)
- **My Team Shop:** BSN SPORTS' online player pay site is recommended to be used by all participants. An online retail shop will be created and 10% of sales proceeds will go back to Miami Gardens Youth Football Program.

**PURCHASE AGREEMENT:**

All Footwear, Equipment, Uniforms and Apparel purchased at specified team dealer pricing (30% off retail on footwear and 35% off retail for stock apparel and equipment, excluding custom uniforms). Miami Gardens Youth Football agrees that all new purchases for Miami Gardens Youth Football will be Nike products.

**SALES/SERVICE AGREEMENT:**

All sales and service will be with the Nike designated team dealer. Organization must comply within Nike ordering guidelines, approximately six-nine months in advance to guarantee delivery.

**NON COMPETE:**

Unless otherwise agreed in writing Miami Gardens Youth Football will wear and use Nike products Head to Toe and will not wear or use competitor's products on either game day, practice day or during training without written agreement from Nike.

The undersigned, agree to commence with the above-mentioned proposal, until such time as the official contract has been completed by the Nike and agreed to by both parties.

Miami Gardens Youth Football

Nike USA, Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 8, 2015	<b>Item Type:</b>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>
<b>Fiscal Impact:</b>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b>		<b>1<sup>st</sup> Reading</b>
	X		<b>Public Hearing:</b>		<b>2<sup>nd</sup> Reading</b>
			<b>Yes</b>	<b>No</b>	<b>Yes</b>
					<b>No</b>
<b>Funding Source:</b>	CITT Funds		<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>		<b>ITB# 14-15-016 Milling &amp; Resurfacing Project - Bunche Park</b>
	X				
<b>Strategic Plan Related</b>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>		<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>  <b>Improve City Infrastructure (Sidewalk Repairs and road repaving in the Entire City)</b>
	X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>		
<b>Sponsor Name</b>	Cameron Benson, City Manager		<b>Department:</b>		<b>Development Services</b>

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AWARDDING A BID TO H & J ASPHALT INC, IN THE AMOUNT OF NINE HUNDRED-FOURTY EIGHT THOUSAND FOUR HUNDERED FORTY-SEVEN AND 50 CENTS (\$948,447.50), WHICH INCLUDES 10% CONTINGENY FOR THE COMPLETION OF THE ROAD MILLING AND RESURFACING FROM NW 17 AVENUE TO NW 22 AVENUE AND NW 155 STREET TO NW 167 STREET (BUNCHE PARK); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.**

**Staff Summary:**

Miami-Dade County voters approved the People’s Transportation Plan (PTP) in 2002. The City of Miami Gardens incorporated in 2003 and did not receive its share from the half-penny proceeds. Revenues from the half-penny surtax were first allocated to the City during the current Fiscal Year 2012-13.

The City anticipates receiving approximately \$3M from the Citizen’s Independent Transportation Trust (CITT) for the current Fiscal Year for the development and construction of new transportation projects throughout the City.

**Item K-11) Consent Agenda  
Resolution  
Bid Award/ H&J Asphalt Inc.**

The Public Works Department completed in 2006 a Roadway Assessment Report. In the report the City roads were classified as very good, good, fair, poor, or very poor. The report also addressed sidewalk conditions including meeting the specifications of the American with Disabilities Act (ADA). The aforementioned road condition classification serves as a tool to prioritize needed pavement improvement projects. The Bunche Park area is being completed in two phases. The initial phase is the area generally bounded on the north by NW 167 Street and NW 155 Street to the south, on the east by NW 17 Avenue and on the west by NW 22 Avenue (See exhibit A).

Staff prepared specifications for the milling and resurfacing of the roads within the above area and advertised ITB#14-15-016 Milling & Resurfacing Project Bunch Park NW 17<sup>th</sup> Avenue to NW 22<sup>nd</sup> Avenue & NW 155<sup>th</sup> Street to NW 167<sup>th</sup> Street. The solicitation was advertised on January 22, 2015. A broadcast notice was sent to 434 vendors. The bids were publicly opened on February 19, 2015. Five bids were received and publicly read at that time.

Staff evaluated the bids for compliance with the specifications, and their ability to perform the work. The lowest, responsive, responsible bid was H & J Asphalt, Inc. located in Miami, Florida.

Reference checks were sent out for the apparent low bidder. Their references were favorable. The Finance Director reviewed the company's financials. The Finance Director determined that the financials for H & J Asphalt, Inc. are sufficient for this project. This company has successfully completed a milling project for the City in the past.

It is noted that the recommended bidder will hire two (2) unemployed residents from the City for this project.

**Fiscal Impact**

The project is budgeted and funded under the People's Transportation Program (CITT) in the amount of \$948,447.50.

**Proposed Action:**

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a contract with H& J Asphalt Inc. to mill and resurface the area from NW 17<sup>th</sup> Avnue to NW 22<sup>nd</sup> Avenue & NW 155<sup>th</sup> Street to NW 167<sup>th</sup> Street for an amount not to exceed 948,447.50, which includes 10% contingencies.

**Attachment:**

- Exhibit A: Project Area Map
- Exhibit B: Tabulation

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AWARDDING A BID TO H & J ASPHALT INC., IN THE AMOUNT OF NINE HUNDRED-FORTY EIGHT THOUSAND FOUR HUNDRED FORTY-SEVEN AND 50 CENTS (\$948,447.50), WHICH INCLUDES 10% CONTINGENCY, FOR THE COMPLETION OF A ROAD MILLING AND RESURFACING PROJECT FROM NW 17 AVENUE TO NW 22 AVENUE AND NW 155 STREET TO NW 167 STREET; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, roadway pavement improvements are needed in the Bunch Park area, and

WHEREAS, City staff prepared specifications for ITB#14-15-016 for a milling and resurfacing project in Bunch Park on NW 17<sup>th</sup> Avenue to NW 22<sup>nd</sup> Avenue & NW 155<sup>th</sup> Street to NW 167<sup>th</sup> Street in the Bunch Park area, and

WHEREAS, the lowest, responsive and responsible bidder was H & J Asphalt, Inc., located in Miami Florida, and

WHEREAS, the total cost for the milling and resurfacing project is, the amount not to exceed 948,447.50, which includes a 10% contingency.

WHEREAS, this project will be funded with Citizens Independent Transportation Trust (ITT) 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 awards a bid to H & J Asphalt, Inc., in the amount of Nine Hundred-Forty Eight Thousand Four Hundred Forty-Seven and 50 cents (\$948,447.50), which includes 10%

32 contingency for the completion of the road milling and resurfacing from NW 17 Avenue  
33 to NW 22 Avenue and NW 155 Street to NW 167 Street.

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.

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OLIVER GILBERT, III, MAYOR

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**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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

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

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

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## Exhibit A - Project Location

The roads to be paved are as follow:

All roads from NW 17 AVENUE to NW 22 AVENUE and NW 157 STREET to NW 167 Street as per map listed below.

**NOTE: NW 22 AVENUE and NW 167 STREET will not be paved under this contract.**



## ITB#14-15-016 Milling &amp; Resurfacing Project Bunche Park NW 17th Ave. to NW 22nd Ave. &amp; NW 155th St. to NW 167th St. - Tabulation Sheet

Thursday, February 19, 2015

Item	H & J Asphalt, Inc.		H & R Paving		Weekly Asphalt Paving, Inc.		Metro Express		General Asphalt		
	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
10% Bid Bond			Yes		Yes		Yes		Yes		Yes
2013-001Gen Req	1	%	\$ 20,600.00		\$ 15,000.00		\$ 10,000.00		\$ 18,000.00		\$ 25,000.00
2013-002MOT	1	%	\$ 16,500.00		\$ 17,500.00		\$ 15,000.00		\$ 12,000.00		\$ 20,000.00
<b>Sub-Gen Req</b>			<b>\$ 37,100.00</b>		<b>\$ 32,500.00</b>		<b>\$ 25,000.00</b>		<b>\$ 30,000.00</b>		<b>\$ 45,000.00</b>
2015-003 Mill 1"	32,500	\$ 1.75	\$ 56,875.00	\$ 2.00	\$ 65,000.00	\$ 2.50	\$ 81,250.00	\$ 1.95	\$ 63,375.00	\$ 2.00	\$ 65,000.00
2015-004 Mill/dispose	500	\$ 1.75	\$ 875.00	\$ 1.00	\$ 500.00	\$ 5.00	\$ 2,500.00	\$ 3.00	\$ 1,500.00	\$ 5.00	\$ 2,500.00
2015-005/sewer manhoe	10	\$ 300.00	\$ 3,000.00	\$ 250.00	\$ 2,500.00	\$ 470.00	\$ 4,700.00	\$ 150.00	\$ 1,500.00	\$ 400.00	\$ 4,000.00
2015-006 /valve box	45	\$ 250.00	\$ 11,250.00	\$ 175.00	\$ 7,875.00	\$ 300.00	\$ 13,500.00	\$ 100.00	\$ 4,500.00	\$ 300.00	\$ 13,500.00
2015-007/Clean fill	50	\$ 15.00	\$ 750.00	\$ 1.00	\$ 50.00	\$ 55.00	\$ 2,750.00	\$ 15.00	\$ 750.00	\$ 10.00	\$ 500.00
2015-008 Limerock	100	\$ 25.00	\$ 2,500.00	\$ 50.00	\$ 5,000.00	\$ 218.00	\$ 21,800.00	\$ 25.00	\$ 2,500.00	\$ 50.00	\$ 5,000.00
2015-009 1"Superpave	6,600	\$ 98.00	\$ 646,800.00	\$ 113.50	\$ 749,100.00	\$ 102.00	\$ 673,200.00	\$ 123.00	\$ 811,800.00	\$ 110.00	\$ 726,000.00
2015-010 Pothole	300	\$ 3.00	\$ 900.00	\$ 1.00	\$ 300.00	\$ 12.10	\$ 3,630.00	\$ 2.00	\$ 600.00	\$ 20.00	\$ 6,000.00
2015-011 Pothole Lime	5,000	\$ 3.70	\$ 18,500.00	\$ 1.00	\$ 5,000.00	\$ 13.65	\$ 68,250.00	\$ 3.50	\$ 17,500.00	\$ 8.00	\$ 40,000.00
2015-012 Inlet Pave	300	\$ 100.00	\$ 30,000.00	\$ 1.00	\$ 300.00	\$ 100.00	\$ 30,000.00	\$ 300.00	\$ 90,000.00	\$ 500.00	\$ 150,000.00
2015-013 6" Stripe	16,400	\$ 1.00	\$ 16,400.00	\$ 1.50	\$ 24,600.00	\$ 1.00	\$ 16,400.00	\$ 0.90	\$ 14,760.00	\$ 1.10	\$ 18,040.00
2015-014 12" Stripe	6,000	\$ 2.00	\$ 12,000.00	\$ 2.40	\$ 14,400.00	\$ 2.20	\$ 13,200.00	\$ 2.00	\$ 12,000.00	\$ 3.00	\$ 18,000.00
2015-015 24" Stripe	1,500	\$ 3.50	\$ 5,250.00	\$ 4.00	\$ 6,000.00	\$ 4.55	\$ 6,825.00	\$ 3.00	\$ 4,500.00	\$ 4.50	\$ 6,750.00
2015-016 6" Stripe	0.80	\$ 1,500.00	\$ 1,200.00	\$ 1,584.00	\$ 1,267.20	\$ 1,500.00	\$ 1,200.00	\$ 4,000.00	\$ 3,200.00	\$ 1,700.00	\$ 1,360.00
2015-017 Arrow	6	\$ 50.00	\$ 300.00	\$ 120.00	\$ 720.00	\$ 105.00	\$ 630.00	\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00
2015-018 Message	6	\$ 100.00	\$ 600.00	\$ 312.00	\$ 1,872.00	\$ 230.00	\$ 1,380.00	\$ 300.00	\$ 1,800.00	\$ 150.00	\$ 900.00
2015-019 Pave Mark	650	\$ 4.50	\$ 2,925.00	\$ 4.20	\$ 2,730.00	\$ 4.00	\$ 2,600.00	\$ 4.00	\$ 2,600.00	\$ 4.00	\$ 2,600.00
2015-020 Inlet Erosion	300	\$ 50.00	\$ 15,000.00	\$ 1.00	\$ 300.00	\$ 98.00	\$ 29,400.00	\$ 50.00	\$ 15,000.00	\$ 50.00	\$ 15,000.00
<b>Sub-Milling</b>			<b>\$ 825,125.00</b>		<b>\$ 887,514.20</b>		<b>\$ 973,215.00</b>		<b>\$ 1,048,485.00</b>		<b>\$ 1,075,750.00</b>
<b>TOTAL BID</b>			<b>\$ 862,225.00</b>		<b>\$ 920,014.20</b>		<b>\$ 998,215.00</b>		<b>\$ 1,078,485.00</b>		<b>\$ 1,120,750.00</b>

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

CITY OF MIAMI GARDENS  
CONSTRUCTION CONTRACT

THIS CONTRACT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA, a Florida municipal corporation, hereinafter referred to as the CITY.

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

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

**ARTICLE 1. CONTRACT DOCUMENTS**

1.1 Enumeration of Contract Documents:

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

- (1) This Agreement and General Conditions (Exhibit 1)
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s).
- (5) Notice of Award and Notice to Proceed.
- (6) Invitation to Bid and the Specifications prepared by the CITY (Exhibit 2).
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. 14-15-016 dated \_\_\_\_\_ (Exhibit 3).

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

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

1.2 Conflict, Error or Discrepancy:

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

1.3 Representation of CONTRACTOR:

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

## **ARTICLE 2. SCOPE OF WORK**

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

## **ARTICLE 3. CONTRACT TIME**

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

3.1.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with the Work. The CONTRACTOR shall submit all necessary documents required by this provision within **ten** (10) calendar days of the issuance of Notice of Award.

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

3.3 Upon failure of CONTRACTOR to substantially complete the WORK, herein referred to as Substantial Completion, within the specified period of time, plus approved time extensions, if any, CONTRACTOR shall pay to CITY the sum of Three Hundred Fifty Dollars (\$350.00) for each calendar day after the time specified in Section 3.2 above, plus any approved time extensions, for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining Work within the time specified in Section 3.2 above, plus approved time extensions, if any, for completion and readiness for final payment, CONTRACTOR shall pay to CITY the sum of Two Hundred Dollars (\$200.00) for each calendar day after the time specified in Section 3.2 above, plus any approved extensions, if any, for completion and readiness for final payment. These amounts are not penalties, but are liquidated damages to CITY for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages which the CITY will suffer as a result of the CONTRACTOR'S failure to perform and that will be obviate a formal resolution concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract as required hereunder.

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

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

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

#### **ARTICLE 4. COMPENSATION**

CITY shall pay CONTRACTOR as full compensation for the all material, services, labor and performance, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown in the Contract Documents, the sum of \_\_\_\_\_ dollars (\$862,225.00).

#### **ARTICLE 5. PROGRESS PAYMENTS**

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

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

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

- a) Defective Work not remedied.

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

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

#### **ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT**

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

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

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

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

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

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

#### **ARTICLE 7. MISCELLANEOUS**

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

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

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

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

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

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

City of Miami Gardens  
Attn: City Manager  
18605 NW 27 Avenue

Miami Gardens, FL 33056

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

And if sent to the CONTRACTOR shall be mailed to:

Name: .	Fed. ID#
Address:	Telephone #
Address:	Fax #
City, State & Zip:	
Contact Person:	Title:

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

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

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

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

7.10 Applicable Law and Venue: This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either**

**party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all Sub-Contractors to the provisions of this Contract.**

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

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

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

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

7.15 Indemnification: Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities and Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities and Miami-Dade County and its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep

and save harmless and defend the City or its officers, employees, agents and instrumentalities and Miami-Dade County and its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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

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

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

WITNESSES:

\_\_\_\_\_

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

CONTRACTOR:

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

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

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

Notarization:

Seal:

ATTEST:

\_\_\_\_\_

**City Clerk**

CITY OF MIAMI GARDENS

\_\_\_\_\_

**City Manager**

APPROVED AS TO FORM:

\_\_\_\_\_

CITY Attorney

Dated:



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 8, 2015		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			<i>(Enter X in box)</i>				
<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		X
<b>Funding Source:</b>	<i>(Enter Fund &amp; Dept)</i> Ex: General Fund- Information Technology		<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>	<i>(Enter #)</i>			
	X						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		X					
			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>	Cameron Benson, City Manager		<b>Department:</b>	Information Technology			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO EXTEND THAT CERTAIN EXISTING CONTRACT WITH AIP-US FOR AN ADDITIONAL ONE (1) YEAR TERM IN THE AMOUNT OF FIFTY-SEVEN THOUSAND SEVENTY-FIVE DOLLARS AND TWENTY CENTS (\$57,075.20), WITH AN AUTOMATIC RENEWAL FOR AN ADDITIONAL YEAR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.**

**Staff Summary:**

**Background:**

AIP-US LLC is the City's current provider of Network Security Solutions. The company was formed by the leading Network Engineer from BearingPoint, Inc. It is a small company that allows the City individual

**Item K-12) Consent Agenda  
Resolution  
Contract Renewal w/ AIP-US, LLC.**

and immediate attention. In FY 2008, the City contracted with AIP-US to provide Network Security Solutions and Services. AIP-US provides the City with 15-20 hours of service per week. Staff is proposing that the City renew the contract for a two year term with a fixed fee of \$57,075.20 annually.

Staff performed an analysis of the cost of continuing this service with AIP-US versus contracting with other industry leaders. This analysis revealed that the prevailing rate in the industry is \$210 per hour, which would equate to over \$164,000 per year in service fees to the City . With the various threats to networks and internet security, it is imperative that the city have this expertise available with a vendor that is familiar with the entire enterprise. AIP-US LLC provides the services needed at a significant savings to the City.

**Proposed Action:**

It is recommend that the council authorize the City Manager to negotiate and execute a contract with AIP-US LLC for Network Security Solutions and Services in the amount of \$57,075.20 per year for a period of one year, with an option to renew for an additional one year period.

**Attachment:**

Attachment A – AIP-US LLC Contract

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 TO RENEW THAT CERTAIN CONTRACT WITH AIP-  
6 US, LLC, FOR AN ADDITIONAL ONE (1) YEAR PERIOD, IN THE  
7 AMOUNT OF FIFTY-SEVEN THOUSAND, SEVENTY-FIVE  
8 DOLLARS AND TWENTY CENTS (\$57,075.20) FOR NETWORK  
9 SECURITY; AUTHORIZING AN AUTOMATIC RENEWAL FOR AN  
10 ADDITIONAL ONE (1) YEAR PERIOD; PROVIDING FOR THE  
11 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN  
12 EFFECTIVE DATE.

13  
14 WHEREAS, since 2008, the City has utilized AIP US, LLC for network security  
15 solutions and services, and

16 WHEREAS, City staff performed a cost analysis and determined that AIP US,  
17 LLC, offers the most competitive rates for network security solutions and services, and

18 WHEREAS, City staff is recommending that the City continue to contract with AIP  
19 US, LLC for an additional year in the amount of Fifty-Seven Thousand, Seventy-Five  
20 Dollars and Twenty Cents (\$57,075.20) to AIP US, LLC, and

21 WHEREAS, City staff is also requesting that the City Council authorize an  
22 additional automatic renewal of the Agreement for one year, subject to the Council  
23 budgeting and appropriating funds for this purpose.

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

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

29 Section 2: AUTHORIZATION: The City Manager is authorized to renew that  
30 certain contract with AIP US, LLC for an additional one (1) year period, in the amount of  
31 Fifty-Seven Thousand, Seventy-Five Dollars and Twenty Cents (\$57,075.20) for

32 network security. The City Council further authorizes an automatic renewal for an  
33 additional one (1) year period, subject to the City Council budgeting and appropriating  
34 for this purpose.

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

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

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**ATTEST:**

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

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

49

50

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

52

53

54 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

55

56

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

58

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

60

61

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

62

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

63

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

64

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

65

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

66

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

67

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

68

**NETWORK, SECURITY, AND VOICE OPERATIONS SUPPORT SERVICES AGREEMENT**

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 AIP US, LLC, a Delaware 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 network, security, and voice operations support services 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 provide services as outlined in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Article 2      Qualifications

CONSULTANT and the individual executing this Agreement on behalf of the CONSULTANT warrant to the CITY that the CONSULTANT is 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      Personnel

Consultant agrees that the person that will be providing the Services to the City will be Min Wang and other Consultant's staff. The parties also recognize

and agree that all services to be provided to the City shall be conducted remotely and that Consultant shall not appear personally at the City to provide any services.

Article 4      Compensation/Expenses

The person assigned to this Agreement shall work a maximum of sixteen (16) hours per week for two (2) years.

The first year (from May 11, 2015 to May 8, 2016) shall be paid at an hourly rate of sixty-eight dollars sixty cents (\$68.60) per hour. The first year total contract value shall not exceed fifty seven thousand, seventy-five dollars and twenty cents (\$57,075.20.)

The second year (from May 9, 2016 to May 7, 2017) shall be paid at an hourly rate of sixty-eight dollars sixty cents (\$68.60) per hour. The second year total contract value shall not exceed fifty seven thousand, seventy-five dollars and twenty cents (\$57,075.20.)

The total contract value for 2 years shall not exceed the sum of one hundred and fourteen thousand, one hundred and fifty dollars and forty cents (\$114,150.40.)

CONSULTANT will invoice City of Miami Gardens at the end of each calendar month. All payments shall be due within thirty (30) days of receipt of an invoice. In the event there is a dispute on an invoice, the City agrees to pay the undisputed sums within the thirty (30) day period.

Article 5      Term

This Agreement shall commence on May 11, 2015, or upon the execution by both parties, whichever is sooner, and shall continue for a period of one year. Said Agreement shall be automatically renewable for an additional one (1) year period, subject to the City Council budgeting and appropriating funds for that purpose. The Term shall not start until all insurance required as stated herein has been obtained and approved copy provided to the City.

Article 6      Indemnification

CONSULTANT shall, at CONSULTANT's sole cost and expense, defend, indemnify, and hold the CITY and all of its elected officials, officers, agents, or employees, harmless from and against any and all losses, 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 incurred in connection with the defense of any such claim or investigation, throughout the appeals process.

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

Article 7      Insurance

CONSULTANT shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of Two Million (\$2,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000.00) Dollars, per incident, for property damage.

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

The parties acknowledge and agree that since all services to be provided by CONSULTANT shall be provided remotely, from the state of New Jersey. CONSULTANT shall comply with the worker's compensation laws of the state of New Jersey.

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

Article 8      Termination

Either party may, for its convenience and without cause, terminate this Agreement by giving the other party thirty (30) days notice prior to the effective date of the termination. Upon written notice of termination, CONSULTANT shall provide only those services and incur only those expenses specifically approved or directed in writing by the CITY Manager or his designee.

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 9      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 10    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 11    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 12    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 13    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 14    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 Benson, CITY Manager  
CITY of Miami Gardens  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, FL 33056

CONSULTANT:  
Min Wang  
AIP US, LLC  
18 Edgemere Road  
Livingston, NJ 07039 22003

With a copy to:  
Sonja K. Dickens, Esq.  
CITY Attorney  
18605 NW 27<sup>th</sup> 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 15    Independent Contractor

CONSULTANT is and shall remain an independent contractor 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.

Article 16    Assignment

This Agreement is not assignable by either party.

Article 17    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 18     Attorneys' Fees

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

Article 19     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 20     Conflict of Interest

CONSULTANT agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 21     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 22     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 23     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 24    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 25    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 26    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 27    Exhibits are Inclusionary

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

Article 28    Retention of Records

CONSULTANT shall keep its books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CONSULTANT shall allow access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Agreement. CONSULTANT's failure to grant such access shall be grounds for immediate termination of this Agreement by the CITY.

Article 29    Compliance with Florida Public Records Laws

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

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

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS***

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

**CITY OF MIAMI GARDENS**

\_\_\_\_\_  
Cameron Benson, City Manager

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

**ATTEST:**

\_\_\_\_\_  
CITY Clerk  
Ronetta Taylor, CMC

**Approved as to form and legal sufficiency:**

\_\_\_\_\_  
Sonja Dickens, CITY Attorney

**AIP US, LLC**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and Title

## **SCOPE OF WORK**

### **1. Activities and Services**

CONSULTANT will assign a resource person (Min Wang) who will be responsible for the following activities under the directive of City of Miami Gardens.

#### **1.1 Project Management (on-going):**

- Schedule at least one (or more) weekly call(s) to discuss weekly status and tasks
- Attend other conference calls on an as-needed basis
- Provide other project management activities on an as-needed basis

#### **1.2 Network Operations (on-going):**

- Provide network configuration, migration, cut-over, and change support
- Provide network troubleshooting / issue resolution support
- Provide new device installation support
- Provide network devices software upgrade (when needed) and maintenance support
- Provide network Quality of Services (QoS) configuration support for the VoIP system
- Monitor weekly LAN/WAN usage and performance (including Cisco LMS)

#### **1.3 Security Operations (on-going):**

- Provide network security configuration, migration, cut-over, and change support
- Provide security troubleshooting / issue resolution support
- Upgrade network security devices (e.g. IPS, Firewall, MARS) on an on-going basis for new signature files, patches, upgrades, etc. and other maintenance support
- Provide device hardening support to follow industry best practices on network/security hardening configurations
- Monitor MARS and IPS status on an on-going basis; provide remediation recommendations for any major threats detected. And implement remediation recommendations after being approved

#### **1.4 Voice Operations (on-going):**

- Provide voice configuration, Move, Add, Change, Deletion (MACD) support
- Provide voice troubleshooting / issue resolution support
- Provide on-going voice environment maintenance and escalation support

1.5 Network / Security / Voice Architecture and Engineering (as needed)

- Recommend best practice network / security / voice architecture based on needs and requirements
- Recommend architecture based on principles such as redundancy / high-availability, capacity planning, security
- Provide new architecture design and/or upgrade path documentation, and the corresponding Bill of Material (BOM)
- Support new installation and migrating activities

**2. Deliverables**

- Provide weekly status update
- Provide architecture / configuration documentation as needed



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 8 , 2015		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>		<b>Other</b>	
			<i>(Enter X in box)</i>	X				
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<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>		Yes	No	Yes	No
<b>Funding Source:</b>	<b>Public Works Stormwater</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>	Yes	No	<b>RFP/RFQ/Bid #:</b>		<b>ITB # 11-12-017 Canal Right of Way Landscape Maintenance</b>			
	X							
<b>Sponsor Name</b>	<b>Cameron D. Benson City Manager</b>		<b>Department:</b>		<b>Public Works</b>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENEWAL OF THE AGREEMENT WITH NATIONAL CORE SERVICES CORP. D/B/A GROUNDS GROUP LANDSCAPING FOR LANDSCAPE MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER, IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF SIXTY THREE THOUSAND, ONE HUNDRED FORTY-SIX DOLLARS (\$63,146.00), FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

On January 15, 2012 the City Council approved Resolution# 2012-013-1608 authorizing the City Manager to execute the interlocal agreement between the City of Miami Gardens and the Miami-Dade County Regulatory and Economic Resources (RER) for stormwater management. Under the executed interlocal agreement the County is responsible for the maintenance activities that have a direct impact on water flow within the secondary canals. In turn, the City of Miami Gardens is responsible for the aesthetic maintenance within its secondary canals; hence, landscaping services were assumed by the City within the canal right of way. The services include all materials, labor, supervision, transportation, licenses, and equipment necessary to provide the canal landscape maintenance.

**Item L-1) Resolution  
Agreement Renewal w/ National  
Core Services Corp. d/b/a Grounds  
Group Landscaping**

In 2012, the City Council adopted Resolution# 2012-61-1656, which awarded a bid to National Core Services Corp. d/b/a Grounds Group Landscaping. The initial term of the contract was for a one (1) year period, with City option to renew for four (4) additional years, on a year to year basis under the same terms and conditions.

This is third renewal option for the period May 1, 2015 to April 30, 2016. The Public Works Department is satisfied with the quality of the services provided.

Fiscal Impact

Estimated annual expenditure is \$63.146.00 which is budgeted in the Stormwater professional line item account.

**Proposed Action:**

That the City Council approve the attached resolution for the third renewal to National Core Services Corp. D/B/A Grounds Group Landscaping, located in Miami, FL. and authorize the City Manager to issue purchase orders as needed when needed, not to exceed the allocated budget amount.

**Attachment:**

None.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENEWAL OF THE AGREEMENT WITH NATIONAL CORE SERVICES CORP. D/B/A GROUNDS GROUP LANDSCAPING FOR LANDSCAPE MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER, IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF SIXTY THREE THOUSAND, ONE HUNDRED FORTY-SIX DOLLARS (\$63,146.00), FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 15, 2012, the City Council adopted Resolution No. 2012-013-1608, which authorized the City Manager to execute an Interlocal Agreement with the Miami-Dade County Permitting, Environment, and Regulatory Affairs Department (PERA) for stormwater management, and

WHEREAS, in accordance with the Interlocal Agreement the City of Miami Gardens is responsible for landscaping maintenance along canal rights of way, and

WHEREAS, the Agreement has been renewed two additional times, and

WHEREAS, City staff recommends renewing the Agreement for an additional one year term, and,

WHEREAS, the annual estimated expenditure for landscape maintenance is Sixty Three Thousand, One Hundred Forty-Six Dollars (\$63,146.00),

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 authorizes the renewal of the Agreement with National Core Services Corp. D/B/A

32 Grounds Group Landscaping for landscape maintenance services; and further  
33 authorizes the City Manager to issue a purchase order, in an amount not to exceed  
34 Sixty Three Thousand, One Hundred Forty-Six Dollars (\$63,146.00), for this purpose.

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

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

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45 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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

53

54 SPONSORED BY: CAMERON BENSON, CITY MANAGER

55

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

57

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

59

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

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

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

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

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

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

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

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## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	April 8, 2015		<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>	
		x				x	
			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>	<b>No</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>	<b>Strategic Plan Obj./Strategy:</b>			
		x	Enhance Organizational <input type="checkbox"/>	N/A			
			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>	Cameron Benson, City Manager		<b>Department:</b>	Development Services			

**Short Title:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY FLORIDA EDUCATION PROPERTIES ROLLING OAKS, LLC. FOR THE PROPERTY LOCATED AT 18200 N.W. 22ND AVENUE, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM R-1 SINGLE FAMILY RESIDENTIAL TO NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.**

**Staff Summary:**

**Background**

*Item N-1) Quasi-Judicial  
Ordinance / Second Reading  
18200 NW 22nd Avenue*

On April 11, 2010 the City adopted the Land Development Regulations (LDRs) to regulate and govern the land development and zoning of the City. Prior to that adoption, the City relied on the Miami-Dade County Zoning Code. Extensive public participation, knowledge, time, and effort was spent on the preparation of the LDRs to reflect and encourage the City's economic growth opportunities and to adopt regulations that would minimize the impacts of incompatible uses and protect residential areas from intrusion of incompatible and nuisance uses.

The property located at 18200 NW 22<sup>nd</sup> Avenue is 2.52 acres in size and currently developed with a 1,295 SF daycare and a 4,430 SF place of religious assembly. The applicant is requesting a rezoning of the property from

R-1, Single Family Residential to NC, Neighborhood Commercial in order to bring the property into compliance with the City's Land Development Regulations and build a 30,000 SF charter school on the northern part of the site. The applicant is also requesting a variance of Section 34-342 to allow 52 ft./3 stories where 35 ft./2 stories is the maximum height permitted, and a variance of Section 34-288 (18)(g)(1) to allow 12,400 SF Recreation playground/play area where 215,915 SF is required.

### **Current Situation**

The current zoning of the property is R-1, Single Family Residential which has a history of zoning approvals allowing the place of religious assembly and daycare. The proposed charter school addition will house 600 K-12th grade students. Applicant states that the School shall be operated by Excelsior Charter Academy. The school has an existing temporary facility nearby, which will be shuttered once occupancy is taken up in this newly planned building. They currently have 250+ children enrolled, with an additional 175 wait listed due to capacity limits reached at temporary location. Students attending are provided tuition free education since Excelsior Charter Academy is a Miami-Dade District School partner. Some students will qualify for food assistance and this facility is eligible for District School bus service. The applicant is seeking rezoning of the property from R-1, Single Family Residential to NC, Neighborhood Commercial in order to bring the property into compliance with the current LDRs and allow for the development of the charter school that would not be permitted in the R1- Single Family Residential district. The development of the charter school will be subject to site plan approval.

### **Analysis**

The proposed rezoning of the property to NC, Neighborhood Commercial is consistent with the policies and objectives of the City's Comprehensive Development Master Plan (CDMP), and satisfies Section 34-49(f) of the City's Land Development Regulations (LDRs) which establishes the criteria for granting of amendments or adoption of changes to the text of the LDRs, or change of the actual official zoning map designation of a parcel or parcels. Additionally, the requested variances will not be contrary to the purpose and intent for the granting of variances and waivers stated in Section 34-47 of the Land Development Regulations.

<b>Proposed Action:</b>
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Recommend adoption of the Ordinance.

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Attachments: Exhibit "A" – Legal Description  
Exhibit "B" – Staff Recommendation

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY FLORIDA EDUCATION PROPERTIES ROLLING OAKS, LLC. FOR THE PROPERTY LOCATED AT 18200 N.W. 22<sup>ND</sup> AVENUE, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM R-1 SINGLE FAMILY RESIDENTIAL TO NC, NEIGHBORHOOD COMMERCIAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Education Properties Rolling Oaks, LLC. ("Applicant") is the owner of that certain property located at 18022 N.W. 22<sup>nd</sup> Avenue, more particularly described on Exhibit "A" (Parcel"), and

WHEREAS, the Applicant is requesting a rezoning of the Parcel which is zoned R-1, Single Family Residential to NC, Neighborhood Commercial to bring the property into compliance with the City's Land Development Regulations and build a 30,000 SF charter school on the northern part of the site, and

WHEREAS, the City's Planning and Zoning Staff has made a determination that the application is consistent with the Comprehensive Development Master Plan, and recommends approval of the application, and

WHEREAS, the City Council has considered the testimony of the Applicant if any, and

WHEREAS, the City Council also considered that testimony of the City's Planning and Zoning staff and the staff report attached hereto as Exhibit "B" and incorporated in by reference,

Added language is underlined. Deleted language is stricken through.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. APPROVAL: The City Council of the City of Miami Gardens, Florida hereby approves the application submitted by Applicant for the rezoning of property located at 18200 N.W. 22<sup>nd</sup> Avenue, more particularly described on Exhibit "A" from R-1, Single Family Residential to NC, Neighborhood Commercial.

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

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

Section 5. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING ON THE 25<sup>TH</sup> DAY OF MARCH, 2015.

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

Added language is underlined. Deleted language is stricken through.

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

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

**ATTEST:**

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

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

SPONSORED BY: CAMERON BENSON, CITY MANAGER

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

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

Added language is underlined. Deleted language is stricken through.

## Exhibit “A” NC, Neighborhood Commercial Use Amendments

**Sec. 34-287. Use regulations, generally.**

See additional requirements and criteria for specific uses set forth in [section 34-288](#) and master use list, appendix A in [section 34-733](#).

Table 1: Permitted Uses												
Zoning Districts/Uses	R-1	R-2	R-15 , R-25 , R-50	NC	PCD	TCO (§ <a href="#">34-474</a> )	OF	I-1	I-2	PD	AU	GP

<i>Residential Type Uses</i>												
Assisted Living Facility (ALF)*	SE	SE	SE	SE	SE	□	SE	□	□	P	□	□
Community residential facility up to 6 residents*	P	P	P	P	P	P	□	□	□	P	□	□
Community residential facility 7 to 14 residents *	SE	SE	SE	SE	SE	□	SE	□	□	P	□	□
Community residential facility greater than 15 and more *	SE	SE	SE	SE	SE	□	SE	□	□	P	□	□
Day care center—adult	□	□	□	P	SE	□	□	□	□	□	□	□
Dormitories, Fraternity or Sorority house, on campus, off-campus	□	□	□	□	□	□	□	□	□	P	□	□
Family day care home, 5 children or less	P	P	P	P	P	P	□	□	□	□	□	□
Farm worker housing	□	□	□	□	□	□	□	□	□	□	SE	□
Halfway house, treatment facility	SE	SE	□	SE	SE	□	SE	□	□	□	□	□
Home occupation office*	P	P	P	□	P	P	□	□	□	P	P	□
Hotels, Motels, Lodging*	□	□	□	□	P	P	□	P	P	P	□	□
Mobile home, Manufactured homes*	□	□	□	□	□	□	□	□	□	P	□	□
Residential—mixed-use residential*	□	□	□	□	P	P	□	□	□	P	□	□
Residential—multifamily residential*	□	□	P	□	SE	SE	□	□	□	P	□	□
Residential—single-family-detached residential*	P	P	P	□	□	□	□	□	□	P	□	□
Residential—townhouse*	□	□	P	□	□	SE	□	□	□	P	□	□
Residential—two-family residential*	□	P	P	□□		□	□	□	□	P	□	□
Transient Housing—shelters	□	□	□	□	SE	□	□	□	□	□	□	□
<b>Public And Institutional Type Uses</b>												



Vehicle—parts sales and installation and service—new	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle—parts sales and installation—used	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle sales—new automobiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle sales—used automobiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Recreation, Entertainment Type Uses</b>												
Amusement parks, stadiums, arenas, Marinas*	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>				
Arcade, video games, electronic gaming	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SE</u>	P	P	<input type="checkbox"/>					
Camp grounds, RV parks*	<input type="checkbox"/>	P	SE	<input type="checkbox"/>								
Casino Gaming Facility	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>								
Golf course, driving range	P	P	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>					
Golf, miniature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<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"/>	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Race track—horse, dog, car	<input type="checkbox"/>	P	<input type="checkbox"/>	<input type="checkbox"/>								
Riding clubs—horses, off-road vehicles, motorcycles	<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	SE	<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	SE	<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"/>	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Catering Service*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	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"/>	<input type="checkbox"/>	SE	SE	<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	P	P	P	P	P	P	<input type="checkbox"/>
<b>Places Of Assembly Type Uses*</b> (See section 9-20 under "Places of Assembly")												
Auction House—indoor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<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	P	<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	P	<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	P	<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	P	<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	P	<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	P	<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"/>	SE	P	P	<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	P	<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	SE	<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	P	<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	P	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Liquor package store*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<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"/>	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plant nursery, retail or wholesale *	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	P	<input type="checkbox"/>	<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	P	<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	P	<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	P	<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"/>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Office Type Uses												
Call center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	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	P	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	P	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Service Type Uses												
Animal grooming and pet sitting—indoor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<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	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Animal kennel, boarding*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	<input type="checkbox"/>	P	<input type="checkbox"/>
Animal shelters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	<input type="checkbox"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	P
Blood banks, diagnostic medical treatment centers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	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"/>	<input type="checkbox"/>	P	P	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	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cosmetic Surgery, beauty clinics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Customer service center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	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	P	<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	P	<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	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health club, fitness club	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<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"/>	<input type="checkbox"/>	P	P	<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	P	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Personal care services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	P	P	P	<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	P	<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"/>	<input type="checkbox"/>	SE	SE	<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	P	<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"/>	<input type="checkbox"/>	P	P	<input type="checkbox"/>	P	P	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Uses												
Cemetery, mausoleums, crematory*	SE	SE	SE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SE	SE	SE		SE	<input type="checkbox"/>
Wireless Antennas and support services*	SE	P	P	P	SE	P						
Industrial Type Uses												
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"/>	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	SE	<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"/>	<input type="checkbox"/>	SE	<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	P	<input type="checkbox"/>	P	P	P	<input type="checkbox"/>	<input type="checkbox"/>
Showrooms, wholesale sales	<input type="checkbox"/>	<input type="checkbox"/>		SE	SE	SE	<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	SE	<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"/>						
Agricultural Type Uses												
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*	p*											
Packing facilities—large*	<input type="checkbox"/>	SE	<input type="checkbox"/>									



STAFF RECOMMENDATION  
PZ-2014-000536

APPLICATION INFORMATION

Applicant: Florida Education Properties Rolling Oaks, LLC  
f.k.a. Greater Love missionary Baptist Church, Inc.

Property Location: 18200 NW 22<sup>nd</sup> Avenue

Property Size: 2.52 ac

Future Land Use: Neighborhood

Existing Zoning: R-1 Single Family Residential

Requested Action(s):

1. Rezone to NC, Neighborhood Commercial;
2. Variance of Section 34-342 to allow 52 ft./3 stories where 35 ft./2 stories is the maximum height permitted; and
3. Variance of Section 34-288 (18)(g)(1) to allow 12,400 SF Recreation playground/play area where 215,915 SF is required.

**RECOMMENDATION:**

Staff recommends granting the rezoning from R-1, Single Family Residential to NC, Neighborhood Commercial and variance requests approval if the rezoning is granted.

**REVIEW AND ANALYSIS:**

**Neighborhood Land Use Characteristics**

Property	Future Land Use Designation	Zoning Classification	Existing Use
Site	Neighborhood	R-1, Single Family Residential	Place of Religious Assembly, and Institutional
North	Neighborhood	NC- Neighborhood Commercial	Vacant, religious assembly and Automotive (gas station)
South	Neighborhood	R-1, Single Family Residential	Single Family Residential
East	Neighborhood	GP- Government Property and R-1, Single Family Residential	Vacant and Single Family Residential
West	Neighborhood	R-25 Multiple Family Residential and R-1, Single Family Residential	Multiple Family Residential

### **Project Summary/Background**

- The property is 2.52 acres in size and currently developed with a 1,295 SF daycare and a 4,430 SF place of religious assembly.
- The applicant is requesting a rezoning of the property from R-1, Single Family Residential to NC, Neighborhood Commercial in order to bring the property into compliance with the City's Land Development Regulations and build a 30,000 SF charter school on the northern part of the site. The proposed charter school addition will house 600 K-12th grade students.
- Applicant states that the School shall be operated by Excelsior Charter Academy. The school has an existing temporary facility nearby, which will be shuttered once occupancy is taken up in this newly planned building. They currently have 250+ children enrolled, with an additional 175 wait listed due to capacity limits reached in temporary location. Students attending are provided tuition free education since Excelsior Charter Academy is a Miami-Dade District School partner. Some students will qualify for food assistance and this facility is eligible for District School bus service.
- Rezoning to NC, Neighborhood Commercial allows the place of religious assemble, daycare and charter school. The existing church and daycare established at this location prior to the adoption of the LDR's and are therefore defined by zoning as a legal non-conforming uses.
- The development of the charter school will be subject to site plan approval.
- The NC, Neighborhood Commercial zoning district was amended on June 2014 in order to protect the residential neighborhoods usually abutting and adjacent to properties zoned NC, Neighborhood Commercial. The amendments removed certain uses deemed to be potentially detrimental or intrusive in the NC, Neighborhood Commercial zoning district when located within or adjacent to residential properties. Some other uses have been amended to require a special exception approval from the City Council before they are permitted to be located in the NC, Neighborhood Commercial district.

### **REZONING TO NC, NEIGHBORHOOD COMMERCIAL**

#### **Consistency with City of Miami Gardens Comprehensive Development Master Plan (CDMP)**

**The primary objective of the Neighborhood designation as outlined in Objective 1.2 of the Comprehensive Development Master Plans is as follows:** *"The Neighborhood land use designation applies to areas intended for low and medium density residential development with supporting commercial and office uses. The designation of Neighborhood is specifically intended to protect single family homes from encroachment or intrusion from incompatible land uses".*

**Staff Comment:** The property has been developed and established with the place of religious assembly and daycare prior to the adoption of the City's LDRs; both uses have been established as part of the neighborhood and with minimal impacts to the surrounding area. The proposed charter school will be located on the northern portion of the site and rezoning of the property is a supportive neighborhood use with no indication of encroachment or intrusion. Parking has been calculated with existing daycare and proposed charter school operating at 100% during operating hours, Monday through Friday. Existing place of religious assembly does not operate on those days and only shares parking with the daycare on Sunday, which should not increase the amount of traffic to the site.

**Zoning Review and Analysis**

The City Council may grant the rezoning of a property subject to meeting the criteria set forth in Section 34-49(f) of the City's Land Development Regulations:

*“(f) **Criteria for granting of amendments or adoption of changes to the text of the LDRs, or change of the actual official zoning map designation of a parcel or parcels.** The detriments or benefits of amendments or adoption of changes to the text of the LDRs, or change of the actual official zoning map designation of a parcel or parcels shall not be denied consideration on the grounds that they are indirect, intangible or not readily quantifiable. In evaluating the application, among other factors related to the general welfare, the following shall be considered:*

- (1) *The development permitted by the application, if granted, conforms to the city's comprehensive development master plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered;*

**Staff Comment:** The proposed rezoning is generally consistent with the Goals, Objectives and Policies of the City's CDMP. The religious assembly use and daycare have established in the neighborhood prior to the adoption of the LDRs and is an appropriate transition between the low and medium density residential and the commercial uses adjacent to the property. Charter schools are privately managed schools that operate similarly to a public school with the intent of providing higher quality tuition free education.

- (2) *The development permitted by the application, if granted, will have a favorable or unfavorable impact on the environmental and natural resources of the city, including consideration of the means and estimated cost necessary to minimize the adverse impacts; the extent to which alternatives to alleviate adverse impacts may have a substantial impact on the natural and human environment; and whether any irreversible or irretrievable commitment of natural resources will occur;*

**Staff Comment:** The proposed rezoning will not affect natural resources in the City. The proposed charter school encourages the development of community connections through sharing of facilities and common open space with the existing uses on the site.

- (3) *The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the city;*

**Staff Comment:** The rezoning will have a favorable impact upon the City's economy offering additional services to the neighborhood. The proposed charter school will provide additional educational options for the neighborhood and surrounding areas while enhancing community appeal.

- (4) *The development permitted by the application, if granted, will efficiently use or unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction;*

**Staff Comment:** The rezoning will not have unduly impact upon water, sewer, drainage, education or recreation facilities.

- (5) *The development permitted by the application, if granted, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which*

*have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.”*

**Staff Comment:** The rezoning will not impact public transportation facilities, streets or highways and the site is accessible by public roads. The proposed parking lot consists of 90 parking spaces which meet the dimensional requirements set forth in Section 34-382. Required amount of parking has been calculated with Existing Daycare and Proposed School operating at 100% during operating hours, Monday through Friday. Place of religious assembly does not operate on these days, and does not technically “share” parking with the proposed school.

**Conclusion:**

The proposed rezoning of the property to NC, Neighborhood Commercial is consistent with the policies and objectives of the City’s Comprehensive Development Master Plan (CDMP), and satisfies Section 34-49(f) of the City’s Land Development Regulations (LDRs) which establishes the criteria for granting of amendments or adoption of changes to the text of the LDRs, or change of the actual official zoning map designation of a parcel or parcels. NC-Neighborhood Commercial zoning designation will allow the established place of religious assembly and daycare to continue operating in compliance with the City’s LDRs. The rezoning will also allow the charter school which represents additional educational options for the neighborhood and surrounding areas while enhancing community appeal.

**Anticipated Facilities Impact**

**DRC (Development Review Committee):** Prior to building permit issuance the site plan is reviewed for anticipated impacts and any mitigation thereof.

**General:** Concurrency determinations are not finalized during the zoning approval process.

**VARIANCE REQUESTS**

**Variance of Section 34-342 to allow 52 ft./3 stories where 35 ft./2 stories is the maximum height permitted;**

**Variance of Section 34-288 (18)(g)(1) to allow 12,400 SF Recreation playground/play area where 215,915 SF is required.**

The City Council may grant variances and waivers subject to the property meeting the criteria set forth in Section 34-47 of the City’s Land Development Regulations:

*Sec. 34-47. - Granting of variances and waivers.*

*(a) Purpose and intent. A variance or waiver of the code is a departure from the dimensional or numerical requirements of this chapter where such variance or waiver will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a the result of the action of the applicant, a literal enforcement of the requirement would result in unnecessary and undue hardship. Establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted due to the presence of nonconformities in the zoning district or adjoining zoning districts.*

*(b) Authorized variances and waivers. The zoning appeals board shall have the authority to grant the following variances:*

*(1) A variance in the numerical yard or area requirements of any district where there are unusual and practical difficulties in carrying out these provisions due to an irregular shape of the lot, topography, or other conditions. However, such variance shall not seriously affect any adjoining property or the general welfare.*

*(2) A variance when an owner can demonstrate that a strict application of the terms of this chapter relating to the construction or alteration of buildings or structures, the use of or relating to the use of the land will impose unusual and impractical difficulties, but not reduced financial value alone.*

**Staff Comment**

While evaluating the variance requests the following was considered:

- The religious assembly use and daycare have established in the neighborhood prior to the adoption of the LDRs. Charter school is a permitted use in the NC, Neighborhood Commercial district the applicant is seeking to rezone.
- The existing uses and proposed charter school are appropriate in size and scale for the lot and proposed improvements will enhance the property and surrounding neighborhood. The development of the charter school will be subject to site plan approval.
- The development meets or exceeds all other development standards, including but not limited to, setbacks and landscape as set forth in Section 34-342 and Article XIV of the LDRs.
- Charter schools are privately managed schools that operate similarly to a public school with the intent of providing higher quality tuition free education. They are part of the state's program of public education and the School Board oversees their programming. Furthermore, as of July 1, 2011, state statutes require that local governing authorities must treat charter schools equitably in comparison to similar requirements, restrictions, and processes imposed upon public schools that are not charter schools.
- Staff has confirmed with the State Office of Educational Facilities that there is no requirement for recreation area for public school facilities.
- Staff has confirmed with Miami Dade County Charter School Operations that charter schools are not required recreation area.

**Consistency with City of Miami Gardens Comprehensive Development Master Plan (CDMP)**

The application is consistent with the following objectives and policies of the CDMP:

*Objective 1.3: Non-Public Schools*

*The City shall work with non-public, charter and private school facilities to provide alternatives to its residents.*

*Policy 1.3.1: Investigate opportunities for creating charter schools within the City.*

*Policy 1.3.2: Facilitate developers/applicants in widening their options to fund and/or construct new school facilities to meet the public education demand within the City.*

**Staff Comment:** The site is surrounded by residential and other neighborhood commercial uses.

The variance requests if granted, will allow the applicant to develop the site with the charter school addition which will enhance the appearance of the site overall and the neighborhood. Additionally, the neighborhood will benefit from additional educational opportunities. Schools are typically compatible

uses within residential neighborhoods since they attract families to the community and provide added services to the neighborhood and surrounding areas.

**Conclusion:** Staff considers the variance requests reasonable given that the provisions for recreational space requirements on the LDRs do not treat charter schools equitably in comparison to similar requirements, restrictions, and processes imposed upon public schools that are not charter schools. The place of religious assembly and daycare exist prior to the adoption of the LDRs, and requested height increase for the proposed charter school will not alter the character of the neighborhood. Granting of the variance requests will allow the continued reasonable use of the property and provide opportunities to improve the appearance of the site overall.

Attachments:

- Letter of Intent/Project Description
- Hearing Map-Zoning
- Hearing Map-Aerial
- Mailed Notice Radius Map
- Survey
- Preliminary Site Plan
- Color Rendering
- Permitted Use List NC, Neighborhood Commercial

**ROLLING OAKS EDUCATION CENTER**  
**18200 NW 22<sup>nd</sup> Ave.**  
**Miami Gardens, FL 33056**

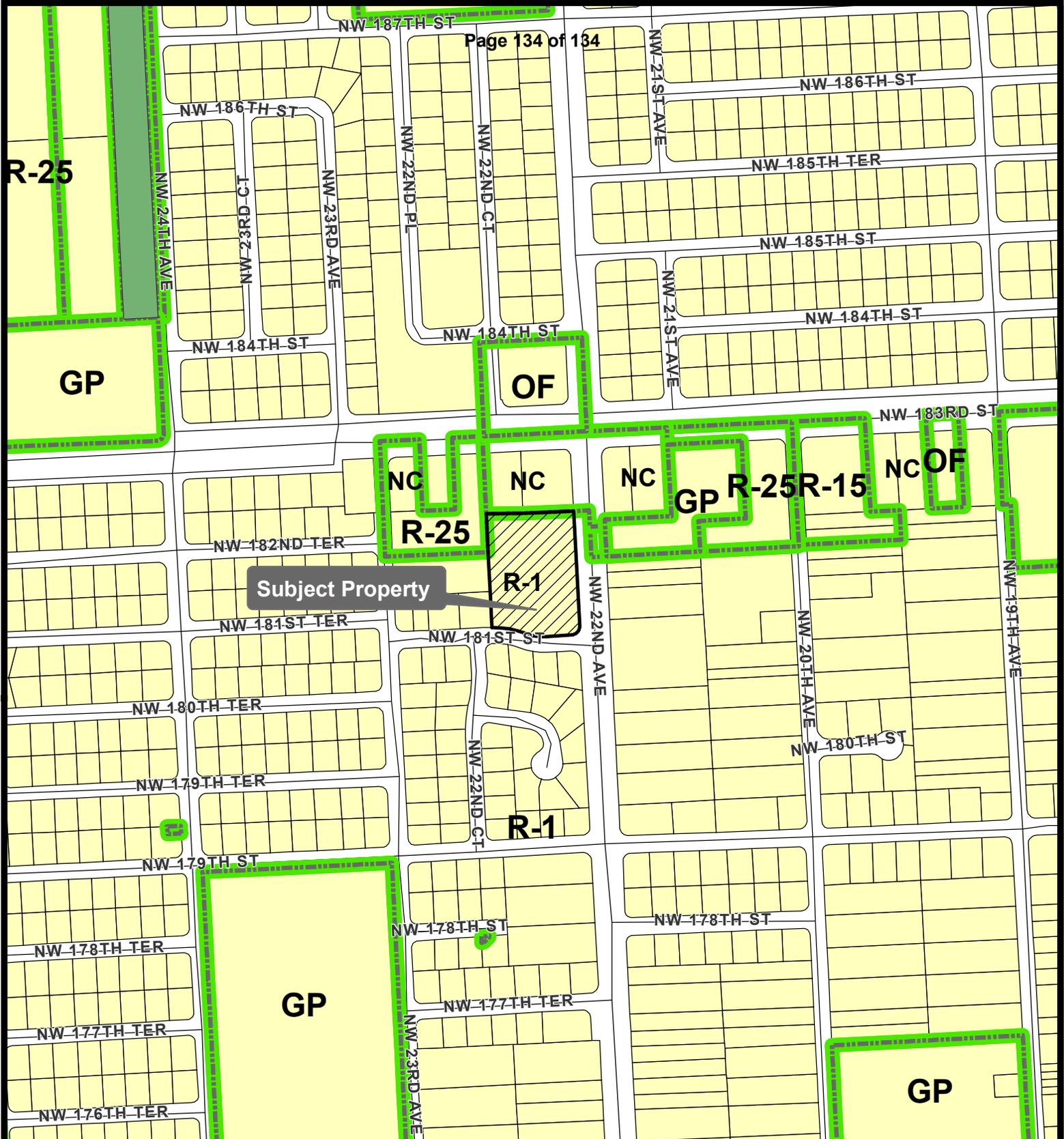
**Project Description**

Rolling Oaks EDUCATION Center is a planned campus community on 2.52 acres of high visibility property in the heart of the City of Miami Gardens in NW Miami-Dade County, FL.

The campus is being prepared for Early, Primary and Secondary education. The proposed addition shall consist of a state of the art, 30,000 square foot education facility, built to Dept. of Education standards.

This proposed building will house 600 K-12<sup>th</sup> grade students from the Miami Gardens, Opa-Locka and Carol City communities. The School shall be operated by our veteran tenant, Excelsior Charter Academy, led by the experienced Alicia Rodriguez-Bower as principal. The school has an existing temporary facility nearby, which will be shuttered once occupancy is taken up in this newly planned building. They currently have 250+ children enrolled, with an additional 175 wait listed due to capacity limits reached in temporary location. Students attending are provided tuition free education since Excelsior Charter Academy is a Miami-Dade District School partner. Some students will qualify for food assistance and this facility is eligible for District School bus service.

This campus complex will offer unique choices and serve as host for the aforementioned communities, as a means to relieve the strain from overcrowding and pent up demand in the nearby surrounding public schools. Currently, there are no other Charter Schools in the City of Miami Gardens. Access and visibility are highly accentuated from the location of this planned complex. The campus has a strategic location, being almost equal distance from both I-95 and I-75. It also lies adjacent to the busy east –west thoroughfare of Miami Gardens Drive, as well as just inside (3) miles from the Florida Turnpike connection at Dolphin Stadium.



Subject Property

# HEARING MAP: ZONING



City of Miami Gardens  
Planning & Zoning Division

 Subject Property Zoning: R-1

Folio Number: 34-2110-002-0010



1 inch = 417 feet  
March 2015