



# CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

**Meeting Date:** January 27, 2016  
18605 NW 27<sup>th</sup> Avenue  
Miami Gardens, Florida 33056  
**Next Regular Meeting Date:** February 10, 2016  
**Phone:** (305) 914-9010 **Fax:** (305) 914-9033  
**Website:** [www.miamigardens-fl.gov](http://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 – January 13, 2016
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
  - F-1) Vice Mayor Robinson – CFCE Presentation
  - F-2) Councilman Williams – Special Presentation
- (G) PUBLIC COMMENTS**

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

None

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

**H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE AMENDMENT OF THE CITY'S TAXABLE LAND ACQUISITION REVENUE BOND, SERIES 2009B; APPROVING THE EXECUTION OF A BOND MODIFICATION AGREEMENT; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1<sup>st</sup> Reading – January 13, 2016)**

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

None

**(K) CONSENT AGENDA:**

**K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING MAYOR OLIVER GILBERT'S REAPPOINTMENT OF MIGUEL MURPHY TO THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)**

**K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE WOMEN'S BREAST AND HEART INITIATIVE (WBHI) DURING THE MONTH OF FEBRUARY AND PROVIDING AN IN-KIND ROOM AT ROLLING OAKS PARK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR FELICIA ROBINSON)**

**K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, OPPOSING HOUSE BILL 4001 WHICH WOULD ALLOW THE CARRYING OF CONCEALED WEAPONS AND FIREARMS ONTO COLLEGE OR UNIVERSITY CAMPUSES; 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-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 475, WHICH PROVIDES AN EXEMPTION FROM PUBLIC RECORDS REQUIREMENTS FOR PERSONAL IDENTIFYING INFORMATION OF A WITNESS TO A FELONY AND THAT PROHIBITS PUBLIC DISCLOSURE OF THE INFORMATION FOR A SPECIFIED PERIOD; 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-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING JANUARY AS NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH AND SUPPORTING THE COLLABORATION BETWEEN THE POWERHOUSE HUMAN TRAFFICKING STEERING PLANNING COMMITTEE, THE HONORABLE STATE ATTORNEY KATHERINE FERNANDEZ RUNDLE AND DR. MARIA CRISTINA REGUEIOR, FLORIDA NATIONAL UNIVERSITY PRESIDENT/CEO IN HOSTING THE FIRST ANNUAL STOP HUMAN TRAFFICKING WALK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)**
- K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING COUNCILMAN ERHABOR IGHODARO APPOINTMENT OF MARVLYN SCOTT TO THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ERHABOR IGHODARO)**
- K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO RECREATIONAL DESIGN & CONSTRUCTION, INC., FOR BUNCHE POOL IMPROVEMENTS IN RESPONSE TO RFP 15-16-008; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- K-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**

**MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY TO ACCEPT THAT CERTAIN GRANT IN THE AMOUNT OF SEVEN HUNDRED EIGHT THOUSAND DOLLARS (\$708,000.00) AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST THAT CERTAIN LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A," FOR THE EXTENSION OF THE WESTSIDE BLUEWAY TRAIL; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**K-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENEWAL OF THAT CERTAIN AGREEMENT WITH SANCHEZ ARRANGO CONSTRUCTION CO., FOR BUS SHELTER MAINTENANCE; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF ONE HUNDRED TEN THOUSAND DOLLARS (\$140,000.00) FOR THIS PURPOSE; 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, AWARDED A BID TO CINEMASSIVE DISPLAYS, LLC FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF A VIDEO WALL, VIDEO WALL PROCESSOR, AND RELATED EQUIPMENT AND SOFTWARE FOR THE CITY'S REAL TIME CRIME CENTER; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THIS PURPOSE; 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, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN FY 2015-2016 FISCAL AGENT AGREEMENT WITH THE CHILDREN'S TRUST FOR THE PLACE-BASED SERVICE PARTNERSHIP, IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY FUTURE AGREEMENTS THAT ARE SUBSTANTIALLY**

**SIMILAR, SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ATTORNEY; PROVIDING FOR A NUNC PRO TUNC MORE EFFECT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**(L) RESOLUTION(S)**

**L-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING MIAMI-DADE COUNTY RESOLUTION NUMBER R-809-15 CODESIGNATING A PORTION OF 175TH STREET BETWEEN NW 27TH AVENUE AND NW 37TH AVENUE AS "OFFICER THELMA HARRIS WAY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR FELICIA ROBINSON)**

**L-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE LAUNCH OF THE CITY OF MIAMI GARDENS "GRIO" RADIO STATION WITH LIVE 365; APPROVING PROPOSED POLICIES AND PROCEDURES ATTACHED HERETO AS EXHIBIT "A"; AND AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO LAUNCH THE MIAMI GARDENS "GRIO" RADIO STATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ERHABOR IGHODARO)**

**L-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE FINAL PLAT FOR "MAJORCA ESTATES" SUBMITTED BY D.R. HORTON, INC., FOR THE PROPERTY GENERALLY LOCATED AT NW 208<sup>TH</sup> STREET AND NW 9<sup>TH</sup> COURT, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO ATTACHED HERETO; 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)**

None

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

**O-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING THAT CERTAIN AMENDED DECLARATION OF RESTRICTIONS COVENANT, SUBMITTED BY ANTHONY AMOS A/K/A EDITH INC., FOR THE PROPERTY GENERALLY LOCATED AT N.W. 2<sup>ND</sup> AVENUE AND N.W. 195<sup>TH</sup>, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

**(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>	January 27, 2016		<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>				
		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>	<b>Oliver Gilbert, Mayor</b>		<b>Department:</b>	<i>Office of the Mayor &amp; Council</i>				

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING MAYOR OLIVER GILBERT'S REAPPOINTMENT OF MIGUEL MURPHY TO THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

In accordance with Section 18-20 of the Code of Ordinances, Mayor Oliver Gilbert reappoints Miguel Murphy to the Caribbean Affairs Advisory Committee. Mr. Murphy's term will commence upon appointment and term shall coincide with the appointing elected official. Once reappointed, Mr. Murphy will adhere to the duties and powers of the Advisory Committee as outlined in the pertinent Ordinance.

**Proposed Action:**

This resolution acknowledges Mayor Gilbert's reappointment of Miguel Murphy.

**Attachment:**

RESOLUTION NO. 2016\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING MAYOR OLIVER GILBERT'S REAPPOINTMENT OF MIGUEL MURPHY TO THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has created the Caribbean Affairs Advisory Committee ("the Committee"), and

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

WHEREAS, Mayor Oliver Gilbert has reappointed Miguel Murphy to the Committee, and

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

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby acknowledges Mayor Oliver Gilbert reappointment of Miguel Murphy to the Caribbean Affairs Advisory Committee, with a term that will commence upon reappointment and shall coincide with Mayor Oliver Gilbert's term.

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

29 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
30 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2016.

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**ATTEST:**

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OLIVER GILBERT, III, MAYOR

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: MAYOR OLIVER GILBERT, III

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

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

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

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

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

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

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

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

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

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## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<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		
<b>Funding Source:</b>	<b>General Fund - Parks and Recreation</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>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>Public Safety.</i> N/A			
		X					
<b>Sponsor Name</b>	Felicia Robinson, Vice Mayor		<b>Department:</b>	<i>Office of the Mayor &amp; Council</i>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING THE WOMEN'S BREAST AND HEART INITIATIVE (WBHI) DURING THE MONTH OF FEBRUARY AND PROVIDING AN IN-KIND ROOM AT ROLLING OAKS PARK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

The Women's Breast and Heart Initiative (WBHI) is an outreach organization dedicated to educating women about the importance of breast health and providing them with the resources to beat the disease. WBHI provides free breast health awareness, education screening and referrals through neighborhood door-to-door outreach targeting the underserved. WBHI's mission is to fight breast cancer as a life threatening disease, one household at a time. The group is requesting that the city provide

a room in-kind at Rolling Oaks Park, 18701 NW 17<sup>th</sup> Avenue for three days in February 2016. The awareness events will take place on Saturdays, February 6, 13, and 20, 2016.

**Proposed Action:**

That the City Council approves the attached resolution.

**Attachment:**

None.

1 RESOLUTION NO. 2016\_\_\_\_\_  
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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, SUPPORTING THE WOMEN'S  
5 BREAST AND HEART INITIATIVE (WBHI) DURING THE MONTH  
6 OF FEBRUARY AND PROVIDING AN IN-KIND ROOM AT  
7 ROLLING OAKS PARK; PROVIDING FOR THE ADOPTION OF  
8 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.  
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10 WHEREAS, the Women's Breast and Heart Initiative (WBHI) is an outreach  
11 organization dedicated to educating women about the importance of breast health and  
12 providing them with the resources to beat the disease, and

13 WHEREAS, the WBHI provides free breast health awareness, education  
14 screening and referrals through neighborhood door-to-door outreach targeting the  
15 underserved, and

16 WHEREAS, the WBHI's mission is to fight breast cancer as a life threatening  
17 disease, one household at a time, and

18 WHEREAS, the group is requesting that the City provide a room in-kind at  
19 Rolling Oaks Park, on February 6, 13<sup>th</sup> and 20<sup>th</sup>, 2016, and

20 WHEREAS, Vice Mayor Felicia Robinson is recommending that the City Council  
21 support the Women's Breast and Heart Initiative (WBHI) during the month of February,  
22 2016,

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

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

28 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
29 hereby supports the Women's Breast And Heart Initiative (WBHI) during the month of

30 February and agree to provide a room in-kind at Rolling Oaks Park, on February 6, 13<sup>th</sup>  
31 and 20<sup>th</sup>, 2016.

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 \_\_\_\_\_, 2016.

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OLIVER GILBERT, III, MAYOR

**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: FELICIA ROBINSON, VICE MAYOR

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

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

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

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## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<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>			<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>			
		X					
<b>Sponsor Name</b>	Lisa C. Davis, Council Member		<b>Department:</b>	<i>Office of the Mayor &amp; Council</i>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, OPPOSING HOUSE BILL 4001 WHICH WOULD ALLOW THE CARRYING OF CONCEALED WEAPONS AND FIREARMS ONTO COLLEGE OR UNIVERSITY CAMPUSES; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

Currently, Section 790.06(12)(a)13, Florida Statutes, prohibits persons who have valid concealed weapons or concealed firearms licenses from carrying a concealed weapon or firearm into any college or university facility unless the licensee is a registered student, employee, or faculty member of such college or university and the weapon is a stun gun or nonlethal electric weapon or device designed solely for defensive purposes which does not fire a dart or projectile.

House Bill 4001 is being proposed in the Florida House of Representatives. If adopted, House Bill 4001 would repeal Section 790.06(12)(a)(13) and would authorize persons who have a valid concealed weapons or concealed firearms license to carry a concealed weapon or firearm into any college or university facility. Allowing weapons or firearms onto college and university campuses will increase the opportunity for these weapons to be used.

Councilwoman Lisa Davis recommends that the City Council oppose House Bill 4001.

**Proposed Action:**

That the City Council approves the attached Resolution.

**Attachment:**

HB 4001

1 RESOLUTION NO. 2016\_\_\_\_\_

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, OPPOSING HOUSE BILL 4001  
5 WHICH WOULD ALLOW THE CARRYING OF CONCEALED  
6 WEAPONS AND FIREARMS ONTO COLLEGE OR UNIVERSITY  
7 CAMPUSES; PROVIDING FOR INSTRUCTIONS TO THE CITY  
8 CLERK; PROVIDING FOR THE ADOPTION OF  
9 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

10  
11 WHEREAS, currently, Section 790.06(12)(a)13, Florida Statutes, prohibits  
12 persons who have valid concealed weapons or concealed firearms licenses from  
13 carrying a concealed weapon or firearm into any college or university facility unless the  
14 licensee is a registered student, employee, or faculty member of such college or  
15 university and the weapon is a stun gun or nonlethal electric weapon or device designed  
16 solely for defensive purposes which does not fire a dart or projectile, and

17 WHEREAS, House Bill 4001 would repeal Section 790.06(12)(a)(13) and would  
18 authorize persons who have a valid concealed weapons or concealed firearms license  
19 to carry a concealed weapon or firearm into any college or university facility, and

20 WHEREAS, allowing weapons or firearms onto college and university campuses  
21 will increase the opportunity for these weapons to be used, and

22 WHEREAS, Councilwoman Lisa Davis recommends that the City Council oppose  
23 House Bill 4001,

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: EXPRESSION OF OPPOSITION: The City Council of the City of  
30 Miami Gardens hereby expresses its opposition to House Bill 4001.

31 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby  
32 instructed to send a copy of the Resolution to the Speaker of the Florida House of  
33 Representatives.

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

36 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
37 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2016.

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OLIVER GILBERT, III, MAYOR

**ATTEST:**

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

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

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

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

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

67



HB 4001

2016

27 school district, municipality, or special district;

28 8. Any meeting of the Legislature or a committee thereof;

29 9. Any school, college, or professional athletic event not  
30 related to firearms;

31 10. Any elementary or secondary school facility or  
32 administration building;

33 11. Any career center;

34 12. Any portion of an establishment licensed to dispense  
35 alcoholic beverages for consumption on the premises, which  
36 portion of the establishment is primarily devoted to such  
37 purpose;

38 ~~13. Any college or university facility unless the licensee~~  
39 ~~is a registered student, employee, or faculty member of such~~  
40 ~~college or university and the weapon is a stun gun or nonlethal~~  
41 ~~electric weapon or device designed solely for defensive purposes~~  
42 ~~and the weapon does not fire a dart or projectile;~~

43 13.14. The inside of the passenger terminal and sterile  
44 area of any airport, provided that no person shall be prohibited  
45 from carrying any legal firearm into the terminal, which firearm  
46 is encased for shipment for purposes of checking such firearm as  
47 baggage to be lawfully transported on any aircraft; or

48 ~~14.15.~~ Any place where the carrying of firearms is  
49 prohibited by federal law.

50 Section 2. This act shall take effect July 1, 2016.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<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>			<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>			
		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>	<b>Lisa C. Davis, Council Member</b>		<b>Department:</b>	<i>Office of the Mayor &amp; Council</i>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 475, WHICH PROVIDES AN EXEMPTION FROM PUBLIC RECORDS REQUIREMENTS FOR PERSONAL IDENTIFYING INFORMATION OF A WITNESS TO A FELONY AND THAT PROHIBITS PUBLIC DISCLOSURE OF THE INFORMATION FOR A SPECIFIED PERIOD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

Section 119.071 of the Florida Statutes, provides for certain exemptions from the Public Records Laws. Currently the public records laws do not protect the identifying information of a witness who has observed a felony. This may prohibit people who have witnessed a felony from coming forward to assist law enforcement with solving certain crimes. House Bill 475, sponsored by State Representatives Barbara Watson and Cynthia Stafford would exempt from public disclosure, any information that

identifies the witness to a felony until the prosecution of the felony or expiration of the statute of limitations, whichever occurs first. If there is no statute of limitation, the exemption would apply until the conclusion of the prosecution of the felony or ten years after the commission of the felony, whichever occurs first.

Councilwoman Lisa C. Davis is recommending that the City Council support House Bill 475.

**Proposed Action:**

That the City Council approves the attached Resolution.

**Attachment:**

HB 475

RESOLUTION NO. 2016\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING HOUSE BILL 475, WHICH PROVIDES AN EXEMPTION FROM PUBLIC RECORDS REQUIREMENTS FOR PERSONAL IDENTIFYING INFORMATION OF A WITNESS TO A FELONY AND THAT PROHIBITS PUBLIC DISCLOSURE OF THE INFORMATION FOR A SPECIFIED PERIOD; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 119.071 of the Florida Statutes, provides for certain exemptions from the Public Records Laws, and

WHEREAS, currently the public records laws do not protect the identifying information of a witness who has observed a felony, which may prohibit people who have witnessed a felony from coming forward to assist law enforcement with solving certain crimes, and

WHEREAS, House Bill 475, sponsored by State Representatives Barbara Watson and Cynthia Stafford would exempt from public disclosure, any information that identifies the witness to a felony until the prosecution of the felony or expiration of the statute of limitations, whichever occurs first, and

WHEREAS, if there is no statute of limitation, the exemption would apply until the conclusion of the prosecution of the felony or ten years after the commission of the felony, whichever occurs first, and

WHEREAS, Councilwoman Lisa C. Davis is recommending that the City Council support House Bill 475,

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

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

33 Section 2: EXPRESSION OF SUPPORT: The City Council of the City of  
34 Miami Gardens hereby expressed its support for House Bill 475.

35 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby  
36 instructed to send a copy of this Resolution to the Speaker of the Florida House of  
37 Representatives.

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

40 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
41 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2016.

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

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48 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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55 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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58 SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

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

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

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

65	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
66	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
67	Councilman David Williams Jr	_____ (Yes)	_____ (No)
68	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
69	Councilman Rodney Harris	_____ (Yes)	_____ (No)
70	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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CS/HB 475

2016

1                                    A bill to be entitled  
 2                    An act relating to public records; amending s.  
 3                    119.071, F.S.; providing an exemption from public  
 4                    records requirements for personal identifying  
 5                    information of a witness to a felony for a specified  
 6                    period; authorizing specified entities to receive the  
 7                    information; providing for future legislative review  
 8                    and repeal of the exemption; providing a statement of  
 9                    public necessity; providing an effective date.

10

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

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13                    Section 1. Paragraph (m) is added to subsection (2) of  
 14                    section 119.071, Florida Statutes, to read:

15                    119.071 General exemptions from inspection or copying of  
 16                    public records.—

17                    (2) AGENCY INVESTIGATIONS.—

18                    (m)1. Notwithstanding any other provision of this  
 19                    subsection, the personal identifying information of a witness to  
 20                    a felony is confidential and exempt from s. 119.07(1) and s.  
 21                    24(a), Art. I of the State Constitution for 2 years after the  
 22                    date on which the felony is observed by the witness. The  
 23                    personal identifying information may be disclosed only to a  
 24                    criminal justice agency or governmental entity for use in the  
 25                    performance of official duties.

26                    2. This paragraph is subject to the Open Government Sunset

CS/HB 475

2016

27 Review Act in accordance with s. 119.15 and shall stand repealed  
 28 on October 2, 2021, unless reviewed and saved from repeal  
 29 through reenactment by the Legislature.

30       Section 2. The Legislature finds that it is a public  
 31 necessity that personal identifying information of a witness to  
 32 a felony be made confidential and exempt from s. 119.07(1),  
 33 Florida Statutes, and s. 24(a), Article I of the State  
 34 Constitution for 2 years after the date on which the felony is  
 35 observed by the witness. The judicial system cannot function  
 36 without the participation of witnesses. Complete cooperation and  
 37 truthful testimony of witnesses is essential to the  
 38 determination of the facts of a case. The public disclosure of  
 39 personal identifying information of a witness to a felony could  
 40 have an undesirable chilling effect on witnesses stepping  
 41 forward and providing their accounts of felonies. A witness to a  
 42 felony may be unwilling to cooperate fully with law enforcement  
 43 officers if the witness knows his or her personal identifying  
 44 information can be made publicly available. A witness may be  
 45 less likely to call a law enforcement officer and report a crime  
 46 if his or her personal identifying information is made available  
 47 in connection with the felony that is being reported or under  
 48 investigation. The Legislature further finds that a witness  
 49 could become the subject of intimidation tactics or threats by  
 50 the perpetrator of the felony if the witness's personal  
 51 identifying information is publicly available. For these  
 52 reasons, the Legislature finds that it is a public necessity

CS/HB 475

2016

53 that the personal identifying information of a witness to a  
54 felony be made confidential and exempt from public record  
55 requirements.

56 Section 3. This act shall take effect July 1, 2016.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<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>			<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>			
		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, Council Member		<b>Department:</b>	<i>Office of the Mayor &amp; Council</i>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING JANUARY AS NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH AND SUPPORTING THE COLLABORATION BETWEEN THE POWERHOUSE HUMAN TRAFFICKING STEERING PLANNING COMMITTEE, THE HONORABLE STATE ATTORNEY KATHERINE FERNANDEZ RUNDLE AND DR. MARIA CRISTINA REGERIOR, FLORIDA NATIONAL UNIVERSITY PRESIDENT/CEO IN HOSTING THE FIRST ANNUAL HUMAN TRAFFICKING WALK; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

January is National Slavery and Human Trafficking Prevention Month. More particularly, January 11<sup>th</sup> is National Human Trafficking Awareness Day, which is observed annually. The POWERHOUSE Human

Trafficking Steering Planning Committee, which Councilwoman Davis is a member of, in collaboration with the Honorable State Attorney Katherine Fernandez Rundle and Dr. Maria Cristina Regueior, Florida National University President/Ceo is hosting the First Annual Stop Human Trafficking Walk in Observance of Human Trafficking Awareness Month.

In the struggle to eradicate Human Trafficking and in observance of National Slavery and Human Trafficking Prevention Month, Councilwoman Davis solicits the Council's support of this event. The event is scheduled for Friday, January, 29, 2016, at Florida National University Hialeah Campus, 4425 West Jose Regueiro (20<sup>th</sup>) Avenue, Hialeah, Florida, starting at 10:00 AM.

**Proposed Action:**

Councilwoman Lisa C. Davis is recommending that the City Council support this collaboration and that the City Council approves the attached Resolution.

**Attachment:**

RESOLUTION NO. 2016\_\_\_\_\_

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, RECOGNIZING JANUARY AS  
5 NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION  
6 MONTH AND SUPPORTING THE THE COLLABORATION  
7 BETWEEN THE POWERHOUSE HUMAN TRAFFICKING  
8 STEERING PLANNING COMMITTEE, THE HONORABLE STATE  
9 ATTORNEY KATHERINE FERNANDEZ RUNDLE AND DR.  
10 MARIA CRISTINA REGUEIOR, FLORIDA NATIONAL  
11 UNIVERSITY PRESIDENT/CEO IN HOSTING THE FIRST  
12 ANNUAL STOP HUMAN TRAFFICKING WALK; PROVIDING FOR  
13 THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN  
14 EFFECTIVE DATE.

15  
16 WHEREAS, January is National Slavery and Human Trafficking Prevention  
17 Month, and

18 WHEREAS, January 11<sup>th</sup> is National Human Trafficking Awareness Day, which is  
19 observed annually, and

20 WHEREAS, The POWERHOUSE Human Trafficking Steering Planning  
21 Committee, which Councilwoman Davis is a member, in collaboration with the  
22 Honorable State Attorney Katherine Fernandez Rundle and Dr. Maria Cristina Regueior,  
23 Florida National University President/Ceo is hosting the First Annual Stop Human  
24 Trafficking Walk in Observance of Human Trafficking Awareness Month, and

25 WHERAES, in the struggle to eradicate Human Trafficking and in observance of  
26 National Slavery and Human Trafficking Prevention Month, Councilwoman Davis solicits  
27 the Council's support of this event, and

28 WHEREAS, the event is scheduled for Friday, January, 29, 2016, at Florida  
29 National University Hialeah Campus, 4425 West Jose Regueiro (20th) Avenue, Hialeah,  
30 Florida, starting at 10:00 AM.,

31 WHEREAS, Councilwoman Davis is recommending that the City Council support  
32 the collaboration between the POWERHOUSE Human Trafficking Steering Planning

33 Committee, the Honorable State Attorney Katherine Fernandez Rundle and Dr. Maria  
34 Cristina Regueior, Florida National University President/Ceo in hosting the First Annual  
35 Stop Human Trafficking Walk in Observance of Human Trafficking Awareness Month,

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

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

41 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
42 hereby recognizes January as National Slavery And Human Trafficking Prevention  
43 Month and supports the the collaboration between the Powerhouse Human Trafficking  
44 Steering Planning Committee, the Honorable State Attorney Katherine Fernandez  
45 Rundle and Dr. Maria Cristina Regueior, Florida National University President/Ceo in  
46 hosting the First Annual Stop Human Trafficking Walk.

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

49 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
50 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2016.

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**ATTEST:**

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OLIVER GILBERT, III, MAYOR

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

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

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

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



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<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>				
		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>	Erhabor Ighodaro, Council Member		<b>Department:</b>	<i>Office of the Mayor &amp; Council</i>				

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING COUNCILMAN ERHABOR IGHODARO'S APPOINTMENT OF MARVLYN SCOTT TO THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

In accordance with Section 18-20 of the Code of Ordinances, Councilman Erhabor Ighodaro appoints Marvlyn Scott to the Caribbean Affairs Advisory Committee. Ms. Scott's term will commence upon appointment and term shall coincide with the appointing elected official. Once reappointed, Ms. Scott will adhere to the duties and powers of the Advisory Committee as outlined in the pertinent Ordinance.

**Proposed Action:**

This resolution acknowledges Councilman Ighodaro's appointment of Marvlyn Scott.

**Attachment:**

RESOLUTION NO. 2016\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACKNOWLEDGING COUNCILMAN ERHABOR IGHODARO'S APPOINTMENT OF MARVLYN SCOTT TO THE CARIBBEAN AFFAIRS ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has created the Caribbean Affairs Advisory Committee ("the Committee"), and

WHEREAS, Councilman Erhabor Ighodaro and each member of the City Council have the right to appoint a member to the Committee, and

WHEREAS, Councilman Erhabor Ighodaro has appointed Marvlyn Scott to the Committee, and

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

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby acknowledges Councilman Erhabor Ighodaro's appointment of Marvlyn Scott to the Caribbean Affairs Advisory Committee, with a term that will commence upon appointment and shall coincide with Councilman Erhabor Ighodaro's term.

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

29 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
30 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2016.

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OLIVER GILBERT, III, MAYOR

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**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: COUNCILMAN ERHABOR IGHODARO

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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)

56

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

57

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

58

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

59

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

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

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## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<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>	<b>No</b>
<b>Funding Source:</b>	City of Miami Gardens General Obligation Bond Funds		<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>	<b>RFP No. 15-16-008</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>			
	X		Enhance Organizational <input type="checkbox"/>	<b>Capital Improvements</b>			
			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"/>				
			Communcation <input type="checkbox"/>				
<b>Sponsor Name</b>	Cameron Benson, City Manager		<b>Department:</b>	<b>Capital Improvement Project (CIP)</b>			

### Short Title:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDDING A BID TO RECREATIONAL DESIGN & CONSTRUCTION, INC., FOR BUNCHE POOL IMPROVEMENTS IN RESPONSE TO RFP 15-16-008; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

### Staff Summary:

### BACKGROUND

In April 2014, the City of Miami Gardens residents approved a General Obligation Bond in the amount of \$60,000,000 for the construction of and improvements to the City's parks and related facilities. The City Council subsequently approved a Bond Implementation Plan that lists and details the proposed improvements at each park facility or municipal property.

On June 24, 2015 staff issued Request For Qualifications (RFQ) #14-15-033 for Bunche Pool Improvements, Step One, inviting Design-Build firms or teams to provide qualifications for a future design-build contract for pool and related facility improvements, technical, schedule and cost proposals to implement an overall improvement, project at Bunche Pool, located at 15727 NW 22nd Avenue. A broadcast notice was sent to one thousand and forty-two vendors. Forty-five proposals were requested. The RFQ opened on July 27, 2015 and five proposals were received and publicly read. The RFQ was prepared in accordance with Florida Statute 287.055 Consultants Competitive Negotiation Act (CCNA).

On August 26, 2015, the Selection Committee short-listed four (4) firms: D. Stephenson Construction, Inc.; Di Pompeo Construction Corporation; Recreational Design & Construction, Inc.; and West Construction, Inc.

## **CURRENT SITUATION**

The Procurement Department applied the City of Miami Gardens Business and Resident Economic Growth Plan (CMG-BREP) preference to this project. D. Stephenson Construction, Inc.; Di Pompeo Construction Corporation; Recreational Design & Construction, Inc.; and West Construction, Inc, were all compliant to the City of Miami Gardens Business Resident Economic Growth Plan (Exhibit 2).

On November 20, 2015, Request for Proposal (RFP) #15-16-008, was issued to the four short-listed vendors. The RFP was opened on December 22, 2015. Four (4) proposals from the short-listed firms were received and publicly read.

An Evaluation Committee meeting was held on January 6, 2016. The Evaluation Committee reviewed the proposals and determined that D. Stephenson Construction, Inc., and Di Pompeo Construction Corporation were both non-responsive to the requirements of the RFP by submitting a total bid price in excess of the maximum allowable bid price. West Construction, Inc. inaccurately completed the price proposal form and was also deemed non-responsive by the Evaluation Committee. On January 6, 2016, after vendor interviews, evaluation and scoring, Recreational Design & Construction, Inc. was determined to be both responsive and responsible to the requirements of the RFP and was ranked number one by the Evaluation Committee (Exhibit 1). The Evaluation Committee's recommendation for award is to Recreational Design and Construction, Inc.

A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's Office for review.

**Proposed Action:**

It is recommended that the City Council approve the Evaluation Committee's recommendation for award of RFP #15-16-008, Bunche Park Pool Step 2 to Recreational Design & Construction, Inc. and authorize the City Manager to proceed with negotiations.

**Attachments:**

Exhibit 1 – Shortlist - Ranking sheet

Exhibit 2 – City of Miami Gardens Business Resident Economic Growth Plan Memorandum

Exhibit 3 – Bid Tabulation

RESOLUTION NO. 2016\_\_\_\_\_

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, AWARDED A BID TO  
5 RECREATIONAL DESIGN & CONSTRUCTION, INC., FOR  
6 BUNCHE POOL IMPROVEMENTS IN RESPONSE TO RFP 15-16-  
7 008; AUTHORIZING THE CITY MANAGER AND THE CITY  
8 ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT  
9 FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF  
10 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.  
11

12 WHEREAS, In April 2014, the City of Miami Gardens residents approved a  
13 General Obligation Bond in the amount of \$60,000,000 for the construction of and  
14 improvements to the City's parks and related facilities, and

15 WHEREAS, the City Council subsequently approved a Bond Implementation  
16 Plan that lists and details the proposed improvements at each park facility or municipal  
17 property, and

18 WHEREAS, on June 24, 2015 staff issued Request For Qualifications (RFQ)  
19 #14-15-033 for Bunche Pool Improvements, Step One, inviting Design-Build firms or  
20 teams to provide qualifications for a two-step Design Build competitive solicitation for  
21 negotiation and award of a future design-build contract for pool and related facility  
22 improvements, and

23 WHEREAS, the RFQ was prepared in accordance with Florida Statute 287.055  
24 Consultants Competitive Negotiation Act (CCNA), and

25 WHEREAS, On August 27, 2015, D. Stephenson Construction, Inc., Di Pompeo  
26 Construction Corporation, Recreation Design & Construction, Inc., and West  
27 Construction, Inc. were shortlisted, and

28 WHEREAS, staff prepared specifications in Request For Proposal (RFP) Number  
29 15-16-008 Bunche Pool Step 2, and invited the short listed firms to participate, and

30 WHEREAS, RFP Number 15-16-008 was posted on November 20, 2015, and

31 WHEREAS, four (4) proposals were received and publicly read, and

32 WHEREAS, the Evaluation Committee reviewed the proposals and determined  
33 that D. Stephenson Construction, Inc., and Di Pompeo Construction Corporation were  
34 both non-responsive to the requirements of the RFP by submitting a total bid price in  
35 excess of the maximum allowable bid price, and

36 WHEREAS, West Construction, Inc. inaccurately completed the price proposal  
37 form and was also deemed non-responsive by the Evaluation Committee, and

38 WHEREAS, Recreational Design & Construction, Inc. was determined to be both  
39 responsive and responsible to the requirements of the RFP and was ranked number  
40 one by the Evaluation Committee, and

41 WHEREAS, the City Manager recommends that the City Council award a bid to  
42 Recreational Design & Construction, Inc. for Bunche Pool improvements,

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

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

48 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
49 hereby awards a bid to Recreational Design & Construction, Inc., for Bunche Pool  
50 improvements in response to RFP 15-16-008; and authorizes the City Manager to  
51 negotiate and execute an agreement for this purpose.

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

54 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
55 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2016.

56

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

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62 **ATTEST:**

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

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69 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

70

71

72 SPONSORED BY: CAMERON BENSON, CITY MANAGER

73

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

75

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

77

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

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

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

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

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

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

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

85

RFP/RFQ #:	15-16-008						Date Advertised:	11/20/15	
Title:	Design Build Bunche Pool Step 2							Date Opened:	12/22/15
Agency:	Capital Improvement				Number of Responses Received:		4		
Project Manager:	Anthony Smith				Short List Date:		NA		
Negotiator:	NA				Recommendation of Award:		1/6/16		
	Responsive (Yes / No)	Rank	Vendors Listed Alphabetically	Address	City	State - Country Zone	Zip		
	No		D. Stephenson Construction, Inc.	7270 N.W 12th Street	Miami	FL	33126		
	No		Di Pompeo Construction Corporation	2301 N.W 33rd Court, Unit 102	Pompano Beach	FL	33069		
	Yes	1	Recreational Design & Construction, Inc.	3990 North Powerline Road	Fort Lauderdale	FL	33309		
	No		West Construction, Inc. and West Architecture and Design, LLC	318 South Dixie Highway, Suite 4-5	Lake Worth	FL	33460		
							Date Created:	1/6/16	
<b>COMMENTS:</b>									



Mayor Oliver Gilbert  
Vice Mayor Felicia Robinson  
Councilwoman Lisa C. Davis  
Councilman Rodney Harris  
Councilman Erhabor Ighodaro, Ph. D.  
Councilwoman Lillie Q. Odom  
Councilman David Williams Jr.

## MEMORANDUM

To: Cameron D. Benson, City Manager

Thru: Lindell Y. Miller, Procurement Director

From: Jenny Puerie, Compliance Administrative Assistant

Date: December 29, 2015

Re: Request For Proposal (RFP) No. 15-16-008 – Bunche Pool GOB Step Two  
City of Miami Gardens Business and Resident Economic Growth Plan  
(CMG-BREP) Compliance Review

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The Procurement Department has conducted a review of the respondents' City of Miami Gardens Business and Resident Economic Growth Plan (CMG-BREP) participation for the above referenced project. Four (4) proposals were received and reviewed. An overview is provided as follows:

The RFP included CMG – BREP requirements:

### Met the CMG – BREP Requirements

Firms Name	No. of Positions	Position Description/Trade
D. Stephenson Construction, Inc.	Five (5)	<ul style="list-style-type: none"><li>• Design Student Intern</li><li>• Construction Student Intern</li><li>• Construction Laborer</li><li>• Mason Helper</li><li>• MEP Helper (mechanical, electrical, plumbing)</li></ul>

Firms Name	No. of Position	46 of 268	Position Description/Trade
Di Pompeo Construction Corp.	Fourteen (14)		<ul style="list-style-type: none"> <li>• General Labor/HVAC Assistant/Helper - Two Positions</li> <li>• General Labor Electrical Assistant/Helper - One Position</li> <li>• General Labor Plumber Helper – One Position</li> <li>• General Labor Mason Tender – Two Positions</li> <li>• General Labor Carpenter Helper(Shell Structure) – Four Positions</li> <li>• General Labor Carpenter Helper(Drywall and Pool) – Four Positions</li> </ul>
Recreational Design & Construction, Inc.	Fourteen (14)		<ul style="list-style-type: none"> <li>• Labor- Cleanup - Three Positions</li> <li>• Labor- Demolition- Four Positions</li> <li>• Temp. Labor- Masonry- One Position</li> <li>• Labor- Stucco- One Position</li> <li>• Labor- Carpentry- Two Positions</li> <li>• Labor- Concrete Flatwork- Three Positions</li> </ul>
West Construction, Inc.	Five (5)		<ul style="list-style-type: none"> <li>• Carpenter</li> <li>• Laborer</li> <li>• Electrician</li> <li>• Plumber</li> <li>• Operator</li> </ul>

**Compliance Comments**

D. Stephenson Construction, Inc., Di Pompeo Construction Corp., Recreational Design & Construction, Inc., and West Construction Inc. submitted their CMG-BREP certification forms and Workforce Data Sheets and are in compliance with the City's BREP Program.

*fm* • Director's Initials

**RECOMMENDATION:**

For your Approval December 29, 2015.

Approved by:

\_\_\_\_\_  
City Manager Cameron D. Benson

\_\_\_\_\_  
Date

*12/30/15*

RFP No. 15-16-008  
Design Build Bunche Pool Step 2

Date Bid Opened: December 22, 2015  
Bid Submittals: 4

Exhibit 3

Agency: Capital Improvements

Declinations: 0



Purchasing Agent: Latora Francis

Recreational Design & Construction, Inc.				
	Qty	Units	Unit Cost	Subtotal Cost
<b>Division 01 - General Requirements</b>				
General Conditions	1	LS	\$240,000.00	\$240,000.00
Design Fees	1	LS	\$185,000.00	\$185,000.00
Permit Allowance	1	LS	\$20,000.00	\$20,000.00
Bonds and Insurance	1	LS	\$49,750.00	\$49,750.00
OH&Profit	1	LS	\$300,000.00	\$300,000.00
<b>Division 02 - Existing Conditions</b>				
Asbestos and Lead Based Paint Abatement	1	LS	\$1,050.00	\$1,050.00
Pool House Demolition	1	LS	\$18,500.00	\$18,500.00
Pool and Deck Demolition	1	LS	\$19,980.00	\$19,980.00
Other Site Demolition	1	LS	\$9,750.00	\$9,750.00
<b>Division 10 - Specialties</b>				
Traffic and Site Signage	1	LS	\$1,575.00	\$1,575.00
<b>Division 12 - Furnishings</b>				
Bicycle Racks	1	EA	\$580.00	\$580.00
Trash and Litter Receptors	6	EA	\$1,100.00	\$6,600.00
Pool Deck Chaise Lounges and chairs	25	EA	\$250.00	\$6,250.00
Pool Deck tables and Umbrellas	5	EA	\$1,200.00	\$6,000.00
6' Bench by Wabash	2	EA	\$1,250.00	\$2,500.00
Flag Pole	1	EA	\$4,850.00	\$4,850.00
<b>Division 13 - Special Construction</b>				
New Pool Building				
General Conditions	1	LS	INCLUDED	INCLUDED
Structure	1	LS	\$152,500.00	\$152,500.00
Finishes	1	LS	\$75,570.00	\$75,570.00
MEP, Fire, Technology	1	LS	\$288,750.00	\$288,750.00
New Pool and Deck				
Pool	1	LS	\$532,995.00	\$532,995.00
Deck	1	LS	\$42,000.00	\$42,000.00
Heating	1	LS	\$36,680.00	\$36,680.00
Dumpster Enclosure with Gates	1	LS	\$8,750.00	\$8,750.00
<b>Division 22 - Plumbing</b>				
Drinking Fountains & Showers	3	EA	\$2,400.00	\$7,200.00
<b>Division 26 - Electrical</b>				
Parking Lot Lighting	1	LS	\$70,500.00	\$70,500.00
Lightning Protection/Detection/Prediction	1	LS	\$7,255.00	\$7,255.00
<b>Division 28 - Electronic Safety and Security</b>				
Parks Video Surveillance	1	LS	\$6,400.00	\$6,400.00
Public WiFi	1	LS	\$1,800.00	\$1,800.00
<b>Division 31 - Earthwork</b>				
Clearing and Grubbing	1	LS	\$8,500.00	\$8,500.00
Fine Grading	1	LS	\$7,500.00	\$7,500.00
<b>Division 32 - Exterior Improvements</b>				
Asphalt Paving	17500	SF	\$3.00	\$52,500.00
Concrete Paving and Walks	6500	SF	\$6.00	\$39,000.00
Curbs and Gutters	1300	LF	\$25.00	\$32,500.00
Chain Link Fence	391	LF	\$18.00	\$7,038.00
Picket Fence	436	LF	\$81.00	\$35,316.00
Estate Style Fence	545	LF	\$83.00	\$45,235.00
Irrigation System - Complete	1	LS	\$25,000.00	\$25,000.00
Irrigation Meter and Backflow Preventer	1	LS	\$3,000.00	\$3,000.00
Sod	17000	SF	\$1.05	\$17,850.00
Shrubs	765	EA	\$12.25	\$9,371.25
Trees				
Shade Trees	38	EA	\$480.00	\$18,240.00
Palms	24	EA	\$645.00	\$15,480.00
Flowering And Small Trees	1	EA	\$8,525.00	\$8,525.00
Tree Protection Fencing	1	LS	\$8,000.00	\$8,000.00
Tree Pruning	1	LS	\$8,000.00	\$8,000.00
<b>Division 33 - Site Utilities</b>				
Onsite Water & Sewer, Drainage	1	LS	\$47,550.00	\$47,550.00
Offsite Water & Sewer, Drainage	1	LS	\$2,100.00	\$2,100.00
FPL, Comcast, ATT (Power, Telecommunications, TV)	1	LS	\$5,250.00	\$5,250.00
<b>DESIGN BUILD BASE BID PRICE:</b>				\$2,498,740.25
<b>Deduct Alternate:</b>				
Omit Right Hand Turn lane on Bunche Park East Drive				(\$28,975.00)
<b>Add Alternate:</b>				
6'-0" Masonry/Stucco/Painted wall at residential properties	391	LF	120	\$46,920.00



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<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>	Florida Department of Transportation		<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>	Cameron Benson City Manager		<b>Department:</b>		<i>Public Works Department</i>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY TO ACCEPT THAT CERTAIN GRANT IN THE AMOUNT OF SEVEN HUNDRED EIGHT THOUSAND DOLLARS (\$708,000.00) AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST THAT CERTAIN LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A," FOR THE EXTENSION OF THE WESTSIDE BLUEWAY TRAIL; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

On May, 2005, the Planning and Zoning Department in conjunction with the Public Works Department and the School Crossing Guard Department submitted an application to the Metropolitan Planning Organization (MPO) to be eligible to receive grant funding under the Transportation Enhancement Program (TEP). The TEP is an element of the Federal Highway Administration's (FHWA) Surface Transportation Program that provides funds for the development of "non-traditional" transportation projects.

The total amount awarded to complete the various school safety enhancement and educational projects within the City of Miami Gardens is \$708,000. There are no matching requirements from the City of Miami Gardens. Phase 1 of this project was completed in 2012 and consisted of a pedestrian bridge crossing at NW 173<sup>rd</sup> Drive and NW 42<sup>nd</sup> Avenue. The bridge connects to a newly constructed trail that terminates at NW 179<sup>th</sup> Street.

A LAP agreement is required for each transportation project the City receives financial assistance from the Florida Department of Transportation (FDOT). The agreement states the terms and conditions upon which the assistance will be provided, and the understandings as to the manner in which the project will be undertaken and completed. This agreement is for the extension of the trail to the intersection of NW 191<sup>st</sup> and NW39<sup>th</sup> Avenue.

The following is a breakdown of the project:

Phase 11 of the Westside Blueway Trail is a continuation of Phase 1, constructed in 2012 and also funded by the FDOT. Phase 1 extends in a curvilinear fashion beginning at NW 171<sup>st</sup> Street running north along the west side of NW 42<sup>nd</sup> Avenue and ending at the bridge at NW 179<sup>th</sup> Street. In this phase, the existing trail will be extended in a similar curvilinear fashion eastward along the Carol City Canal A, then north providing accessibility across NW 183 Street (Miami Gardens) Drive. From there it will continue north along the existing swale area to the West side of NW 39 St Court and onto NW 191<sup>st</sup> Street. The project shall constitute of a ten (10) foot wide multipurpose trail with amenities, landscaping, privacy fence and appropriate way finding signs and mile markers. The trail is approximately one (1) mile in length.

### **Proposed Action:**

It is recommended that the City Council approve the proposed resolution authorizing the City Manager to execute the Local Agency Program Agreement with the FDOT.

### **Attachment:**

Attachment A: Lap Agreement (Includes exhibits A, B & E)  
Exhibit A: Project Description and Responsibilities  
Exhibit B: Schedule of Funding  
Exhibit E: Title VI Assurances

RESOLUTION NO. 2016\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY TO ACCEPT THAT CERTAIN GRANT IN THE AMOUNT OF SEVEN HUNDRED EIGHT THOUSAND DOLLARS (\$708,000.00) AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST THAT CERTAIN LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A," FOR THE EXTENSION OF THE WESTSIDE BLUEWAY TRAIL; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff submitted an application to the Metropolitan Planning Organization (MPO) to be eligible to receive grant funding under the Transportation Enhancement Program (TEP), and

WHEREAS, the TEP is an element of the Federal Highway Administration's (FHWA) Surface Transportation Program that provides funds for the development of "non-traditional" transportation projects, and

WHEREAS, the City was awarded \$708,000 for the extension of the Westside Blueway Trail, and

WHEREAS, the City is required to enter into a Local Agency Program Agreement with the Florida Department of Transportation for this purpose, and

WHEREAS, there is no matching requirement for the grant,

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.

33 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
34 hereby accepts that certain \$708,000 grant award from the Florida Department of  
35 Transportation to extend the Westside Blueway Trail and authorizes the City Manager  
36 and City Clerk to execute and attest that certain agreement attached hereto as Exhibit  
37 "A."

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

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 \_\_\_\_\_, 2016.

46

47 \_\_\_\_\_  
48 OLIVER GILBERT, III, MAYOR  
49

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51  
52 **ATTEST:**

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54  
55 \_\_\_\_\_  
56 RONETTA TAYLOR, MMC, CITY CLERK

57

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59 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY  
60

61  
62 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER  
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

**53 of 268**  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PROGRAM MANAGEMENT  
OGC- 08/15  
Page 1 of 15

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FPN: <u>420914-3</u>	Fund: _____	FLAIR Approp: _____
Federal No: <u>4042-441-C</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____

County No: Miami-Dade (87) Contract No: \_\_\_\_\_ Vendor No: VF 113695944001  
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 199472692  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and City of Miami Gardens ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

**1. Authority:** The Agency, by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

**2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in RECREATIONAL SAFETY AND TRAIL ENHANCEMENT, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

**3. Term of Agreement:** The Agency agrees to complete the Project on or before Oct, 31, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**4. Project Cost:**

**A.** The total cost of the Project is \$ 708,000.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

**B.** The Department agrees to participate in the Project cost up to the maximum amount of \$\_\_\_\_\_ and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

**C.** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

**i.** Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments:**

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

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- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B.** Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C.** If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D.** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G.** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**9. Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**10. Contracts of the Agency:**

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

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Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G.** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- A.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Agency’s contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity.

To the fullest extent permitted by law, the Agency’s consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity.”

- B.** The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers’ Compensation Insurance as required by the State of Florida under the Workers’ Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Miscellaneous Provisions:**

- A.** The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B.** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G.** In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H.** Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I.** The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J.** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

**LOCAL AGENCY PROGRAM AGREEMENT**

continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i.** shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
  - ii.** shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i.** Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
  - ii.** Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
  - iii.**  If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

**LOCAL AGENCY PROGRAM AGREEMENT**

- iv.  An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii.  State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii.  This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii.  State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

*The remainder of this page intentionally left blank.*

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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PROGRAM MANAGEMENT  
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY City of Miami Gardens

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

Legal Review:

\_\_\_\_\_

## EXHIBIT "A"

### PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 420914-3

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Miami Gardens

#### PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1 mile

#### PROJECT DESCRIPTION:

Phase 11 of the Westside Blueway trail is a continuation of Phase 1, constructed in 2012 and also funded by the FDOT. Phase 1 extends in a curvilinear fashion beginning at NW 171st Street running north along the west side of NW 42nd Avenue and ending at the bridge at NW 179th Street. In this project, the existing trail will be extended in a similar curvilinear fashion eastward along the Carol City Canal A, then north providing accessibility across NW 183 Street (Miami Gardens) Drive. From there it will continue north along the existing swale area to the West side of NW 39 St Court and onto NW 191st Street. The project shall constitute of a 10 foot wide multipurpose trail with amenities, landscaping, privacy fence and appropriate way finding signs and mile markers. The trail is approximately 1 mile in length.

#### SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by Kimley Horn & Associates.
- b) Design to be completed by Kimley Horn & Associates.
- c) Right-of-Way requirements identified and provided to the Department by N/A .
- d) Right-of-Way to be certified by February 2016.
- e) Construction contract to be let by May 2016.
- f) Construction to be completed by 10/31/2017.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

#### SPECIAL CONSIDERATIONS BY DEPARTMENT:

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 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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 PROGRAM MANGEMENT  
 OGC - 08/15  
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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS CITY OF MIAMI GARDENS 18605 NW 27 Avenue Miami Gardens, FL 33056	FPN: 420914-3
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TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Planning-18</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
<b>Project Development &amp; Environment (PD&amp;E) - 28</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
<b>Design - 38</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Design Cost				
<b>Right-of-Way - 48</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost				
<b>Construction-58</b> FY: 2015-2016 FY: FY: FY:	<u>\$648,000.00</u> _____ _____ _____	_____ _____ _____	_____ _____ _____	<u>\$648,000.00</u> _____ _____ _____
Total Construction Cost	\$648,000.00			\$648,000.00
<b>Construction Engineering and Inspection (CEI) - 68</b> FY: 2015-2016 FY: FY:	<u>\$60,000.00</u> _____ _____	<u>\$60,000.00</u> _____ _____	_____ _____ _____	_____ _____ _____
Total CEI Cost	\$60,000.00	\$60,000.00		
<b>Operations – 88</b> FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
<b>TOTAL COST OF THE PROJECT</b>	\$708,000.00	\$60,000.00		\$648,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

**Exhibit "E"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

## LOCAL AGENCY PROGRAM AGREEMENT

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<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>	<b>Miami- Dade Citizen's Independent Transportation Trust</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>	<b>Renewal of ITB#12-13-006 Bus Shelter Maintenance</b>			
	X						
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>			
		X					
<b>Sponsor Name</b>	<b>Cameron Benson, City Manager</b>		<b>Department:</b>	<b>Public Works Department</b>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENEWAL OF THAT CERTAIN AGREEMENT WITH SANCHEZ ARRANGO CONSTRUCTION CO., FOR BUS SHELTER MAINTENANCE; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF ONE HUNDRED TEN THOUSAND DOLLARS (\$140,000.00) FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

**Background**

The City of Miami Gardens Public Works Department continues to maintain one hundred seventeen (117) bus shelters, three hundred twenty-five (325) bus benches, and four hundred fifty (450) trash receptacles. The City Council awarded the current contract in February 13, 2013 in the amount of \$207,370 to Sanchez Arrango Construction Company located in Miami, FL for maintenance of these amenities.

The initial term of the contract was for a one (1) year period, with an option to renew for three (3) additional years, on a year to year basis, under the same terms and conditions. The current contract expires February 13, 2016.

### **Current Situation**

The contract has provision for annual renewals for a maximum of three (3) years; this is the third and final renewal.

Public Works Department has completed performance evaluations for the vendor. Sanchez Arrango Construction Company received an average performance evaluation score of 3.17, out of a possible high score of 5.0. City staff concurs with the renewal of this contract. The vendor's insurance has been updated.

### **Fiscal Impact**

Funding for this contract is budgeted under the Transportation Fund Transit Division, provided by CITT distribution. A budget of \$170,000 is provided under the Repairs and Maintenance line item. It is projected that \$140,000 will be utilized for the bus shelter maintenance which will also include any repairs that may arise.

### **Proposed Action:**

It is recommended that City Council approve the attached resolution to renew the existing contract for an additional one (1) renewal period to Sanchez Arrango Construction Company for ITB No. 12-13-006 for Bus Shelter Maintenance and authorize the City Manager to issue a Purchase Order of the allocated budget amount.

### **Attachment:**

Exhibit 1 - Vendor Performance Evaluation Form:  
Sanchez Arrango Construction Company

RESOLUTION NO. 2016\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENEWAL OF THAT CERTAIN AGREEMENT WITH SANCHEZ ARRANGO CONSTRUCTION CO., FOR BUS SHELTER MAINTENANCE; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF ONE HUNDRED TEN THOUSAND DOLLARS (\$140,000.00) FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 13, 2013, City Council awarded a bid for Bus Shelter Maintenance to Sanchez Arango Construction Company, and

WHEREAS, the current solicitation allows for annual renewals for a maximum of three years, and the first renewal was approved by Council on September 10, 2014, and

WHEREAS, the second renewal was approved by the City Council tjrougjhon February 2015, and

WHEREAS, city staff is recommending that the City Council authorize a renewal of the agreement for the additional term of one year through February 2017,

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 a renewal of that certain agreement with Sanchez Arango Construction Co., for bus shelter maintenance. The City Council further authorizes the City Manager to issue a Purchase Order in an amount not to exceed the annual allocated budgeted amount of one hundred ten thousand dollars (\$140,000.00) for this purpose.

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 \_\_\_\_\_, 2016.

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OLIVER GILBERT, III, MAYOR

**ATTEST:**

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

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

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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

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

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

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**CITY OF MIAMI GARDENS  
PURCHASING DIVISION VENDOR PERFORMANCE EVALUATION**

Contract/ Agreement No.		Contract/Project Title	
Vendor/Contractor / Consultant Name		Phone	
Award Amount	Change Order - Amendments No	Total Cost	
Substantial Completion Date	Final Completion Date		
City Goal Type			

Recommended for future contracts  If other than Yes, provide detailed explanation as attachment	<b>Yes No</b>	<b>To be completed by the Purchasing Division</b>	Numerical
		Score	
Overall Rating			
<b>Unsatisfactory (1.0- 1.8)   Poor (1.81 - 2.59)   Fair (2.60- 3.19)   Good (3.20- 4.49)   Excellent (4.50- 5.00)</b>			

CITY CONTACT INFORMATION	
<b>APPROVED EVALUATION</b>	Email
	Date
Signature:	
Print Name:	

EVALUATION CRITERIA
This evaluation provides an indication of the vendors' ability to implement a practical, accurate, complete and cost conscious service/project. For each item, please provide a numerical score from 1 to 5, in accordance to the performance rating scale. Select N/A if the criteria does not apply to this evaluation. Reviewer comments must be entered for a rating of 1, 2 or 5.
<b>THE FOLLOWING SCALE IS USED TO RANK THE LEVEL OF CONTRIBUTIONS MADE BY THE VENDOR, CONSULTANT, CONTRACTOR TO THE CONTRACT.</b>
1 - Unsatisfactory Performance: Service/Project had multiple, significant issues which the (vendor, contractor, consultant) provided no assistance to resolve and that resulted in substantial time, poor service and cost impacts;
2 - Poor Performance: Service/Project had several issues which the (vendor contractor consultant) provided limited assistance to resolve and that resulted in significant time and cost impacts;
3- Fair Performance: Service/Project had some issues which the (vendor, contractor, consultant) pursued to resolve and that resulted in acceptable time and/or cost impacts;
4- Good Performance: Service/Project had some minor issues which the (vendor, contractor, consultant) aggressively pursued to resolve and there were minor time or cost impacts related to the contractor's performance;
5 - Excellent Performance: Service/Project had no time or cost impacts related to (vendor, contractor, consultant) performance.

	PERFORMANCE RATING SCALE (1-5)
1.) Cooperation with City staff as well as with Consultant(s)	
2.) Conformance with schedule of work progress and timeliness of completion	
3.) Conformance with contract specification/drawings and other requirements listed in the contract	
4.) Quality of finished work or service and cleanup	
5.) Competency of vendor superintendent, supervisors and workers	
6.) Assist City staff in meeting projection/service deadlines	
7.) Responsive to City staff telephone calls and request in a timely manner	
8.) Validity of claims for extra costs	
9.) Quality accuracy timeliness of service, work schedule, reports, and records, etc.	
10.) Damage/accident/liability documentation	
11.) Control/coordinate with City staff regarding construction or service as required in the contract.	
12.) Proactive participation in resolution of disputes	
13.) Damage/accident/liability documentation	
14.) Change Order processing (accuracy, timeliness, documentation, etc.)	
15.) Did the vendor exercise adequate/effective coordination, and control of work and paperwork?	

City staff comments: \_\_\_\_\_

Supervisor  
Name: \_\_\_\_\_ Signature: \_\_\_\_\_



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	City of Miami Gardens General Obligation Bond		<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> X	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	RFP No. 14-15-024			
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b> X	<b>No</b>	<b>Strategic Plan Priority Area:</b> Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communcation <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b>  Capital Improvements			
<b>Sponsor Name</b>	Cameron Benson, City Manager		<b>Department:</b>	<i>Capital Improvement Project (CIP)</i>			

### Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO CINEMASSIVE DISPLAYS, LLC FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF A VIDEO WALL, VIDEO WALL PROCESSOR, AND RELATED EQUIPMENT AND SOFTWARE FOR THE CITY'S REAL TIME CRIME CENTER; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

### Staff Summary:

### BACKGROUND

The City completed its new Public Safety Building located at 18611 NW 27th Avenue, directly adjacent to Miami Gardens City Hall. The Public Safety Building will house the Police Department staff, command center and related functions. Included is operational space for the Real Time Crime Center (RTCC), which will include a video wall, video wall processor, and related equipment and software.

The New Police Building is a three floor building of approximately 90,000 square feet. The Real Time Crime Center area is approximately 1,600 square feet located on the second floor. The space will include a video wall configuration. The room is rectangular in configuration with the depiction of communications consoles situated for operational functionality with approximately nineteen (19) operational work stations.

### **CURRENT SITUATION**

The Procurement Department applied the City of Miami Gardens Business and Resident Economic Growth Plan (CMG-BREP) preference to this project. ATCI Communications, Inc was deemed compliant with the City of Miami Gardens Business Resident Economic Growth Plan (Exhibit 2).

Staff prepared specifications in Request For Proposal (RFP) Number 14-15-024, inviting firms to provide complete turnkey design, hardware, systems integration, and installation of all equipment necessary, training and on-going system maintenance for a fully functioning video wall solution that will assist in law enforcement situational awareness across the City.

RFP number 14-15-024 was posted on September 9, 2015. A broadcast notice was sent to five hundred and twenty-seven (527) suppliers. Thirty-eight (38) proposal packages were requested. The RFP opened on December 10, 2015. Two (2) proposals were received and publicly read. A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's Office for review.

An Evaluation Committee (EC) meeting was held on January 7, 2016. The Evaluation Committee determined that both firms were both responsive and responsible to the requirements in the RFP. After evaluating and scoring, the Evaluation Committee deemed CineMassive Displays, LLC, as the first-ranked firm (Exhibit 1).

### **FISCAL IMPACT**

#### **Proposed Action:**

It is recommended that the City Council approve the Evaluation Committee's recommendation for award of Request for Proposal No. 14-15-024, Video Wall and Controller to CineMassive Displays, LLC and authorize the City Manager to proceed with negotiations.

#### **Attachment:**

- Exhibit 1 – Shortlist - Ranking sheet
- Exhibit 2 – CMG-BREP Compliance Memorandum
- Exhibit 3 - Bid Tabulation

RESOLUTION NO. 2016\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO CINEMASSIVE DISPLAYS, LLC FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF A VIDEO WALL, VIDEO WALL PROCESSOR, AND RELATED EQUIPMENT AND SOFTWARE FOR THE CITY'S REAL TIME CRIME CENTER; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department staff, Command Center and related functions are located in the City's new Public Safety Building, and

WHEREAS, a Real Time Crime Center (RTCC) will also be located in the Public Safety Building, and

WHEREAS, on September 9, 2015, City staff posted RFP No. 14-15-024 for the purchase, installation and maintenance of a video wall, video wall processor, and related equipment and software for the RTCC, and

WHEREAS, on December 10, 2015, two proposals were received and publicly read, and

WHEREAS, the Evaluation Committee evaluated each firm, and deemed CineMassive Displays, LLC to be the first ranked firm, and

WHEREAS, City staff recommends that the City Council award a bid to CineMassive Displays, LLC for the purchase, installation and maintenance of a video wall, video wall processor, and related equipment,

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

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

33 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
34 hereby awards a bid to CineMassive Displays LLC for the purchase, installation and  
35 maintenance of a video wall, video wall processor, and related equipment and software  
36 for the City's Real Time Crime Center; and authorizes the City Manager to negotiate  
37 and execute an agreement for this purpose.

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

40 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
41 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2016.

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44 OLIVER GILBERT, III, MAYOR  
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48 **ATTEST:**

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53 RONETTA TAYLOR, MMC, CITY CLERK

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55 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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58 SPONSORED BY: CAMERON BENSON, CITY MANAGER

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

61

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

63

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

65	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
66	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
67	Councilman David Williams Jr	_____ (Yes)	_____ (No)
68	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
69	Councilman Rodney Harris	_____ (Yes)	_____ (No)
70	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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RFP/RFQ #:	14-15-024						Date Advertised:	9/9/15	
Title:	Video Wall and Controller							Date Opened:	12/10/15
Agency:	The Police Department				Number of Responses Received:		2		
Project Manager:	Erik Gleason				Short List Date:		NA		
Negotiator:	NA				Recommendation of Award:		1/7/16		
	Responsive (Yes / No)	Rank	Vendors Listed Alphabetically	Address	City	State - Country Zone	Zip		
	Yes	2	ATCi Communications, Inc.	1270 NW 165th Street	Miami Gardens	FL	33169		
	Yes	1	CineMassive Displays, LLC	150 Ottley Drive NE	Atlanta	GA	30324		
COMMENTS:							Date Created:	1/7/16	

# City of Miami Gardens



Mayor Oliver Gilbert  
Vice Mayor Felicia Robinson  
Councilwoman Lisa C. Davis  
Councilman Rodney Harris  
Councilman Erhabor Ighodaro, Ph. D.  
Councilwoman Lillie Q. Odom  
Councilman David Williams Jr.

## MEMORANDUM

**To:** Cameron D. Benson, City Manager  
**Thru:** Lindell Y. Miller, Procurement Director  
**From:** Jenny Puerie, Compliance Administrative Assistant  
**Date:** December 18, 2015  
**Re:** Request For Proposal (RFP) No. 14-15-024 –Video Wall and Controller  
City of Miami Gardens Business and Resident Economic Growth Plan  
(CMG-BREP) Review

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The Procurement Department has conducted a review of the respondents' City of Miami Gardens Business and Resident Economic Growth Plan (CMG-BREP) participation for the above referenced project. Two (2) bids were received and reviewed. An overview is provided as follows:

The RFP included CMG – BREP requirements:

### Met the CMG – BREP Requirements

<u>Firms Name</u>	<u>No. of Positions</u>	<u>Position Description/Trade</u>
ATCI Communications, Inc.	Two (2)	Laborer/Wire Technician

### Did Not Meet CMG – BREP Requirements

<u>Firms Name</u>	<u>No. of Positions</u>	<u>Position Description/Trade</u>
CineMassive Displays, LLC	N/A	N/A

### Compliance Comments

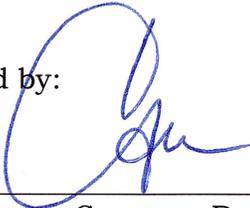
ATCI Communications, Inc. submitted the CMG-BREP certification form and the Workforce Data Sheet and is in compliance with the City's BREP Program. CineMassive Displays, LLC elected not to participate in the CMG-BREP program as required in the solicitation.

 Director's Initials

RECOMMENDATION:

For your Approval December 18, 2015.

Approved by:



\_\_\_\_\_  
City Manager Cameron D. Benson

12/18/15

\_\_\_\_\_  
Date



RFP No. 14-15-024  
 Video Wall and Controller  
 Purchasing Agent: Latora Francis

Date RFP Opened: December 10, 2015  
 RFP Submittals: 2  
 Declinations: 0

Tabulation Sheet												
Item No.	Equipment/Task	Unit	Quantity		ATCI Communications Miami Gardens, FL		Item No.	Equipment/Task	Unit Price	Quantity	Unit Price	Cinemassive Displays, LLC Atlanta, GA
												<b>Unit cost</b>
1	55" Monitors (or other as proposed and detailed in Tab 21) Quantity of 31 Main RTCC Left Front Wall 10 monitors Right Front Wall 10 Monitors Right Side Wall 6 Monitors Joint Operation Center 2 Monitors Chief's Office 1 Monitor Chief's Conference Room 1 Monitor Asst Chief's Office 1 Monitor	1 each	31	\$4,147.00	\$128,557.00		1	CineMassive Video Walls & Video Wall Processing	1 each	1	\$267,086.00	\$267,086.00
2	Additional Monitor (Price for 1 Unit)	1 each	1	\$4,147.00	\$4,147.00		2	JOC Video Wall Displays and Mounting Hardware	1 each	1	\$21,437.00	\$21,437.00
3	System server	1 each	1	\$221,037.00	\$221,037.00		3	Chief's Office, Chief's Conf. Room and Asst Chief's	1 each	1	\$18,887.00	\$18,887.00
4	Video Backup & Storage	1 each	1	\$21,000.00	\$21,000.00		4	Touch Control System and Audio System	1 each	1	\$19,883.00	\$19,883.00
5	Video Playback and research tools	1 each	1	Included	Included		5	Video Recording and Management System	1 each	1	\$114,595.00	\$114,595.00
6	Backup power supply Require dual power supply with APC power supply. APC shall be able to maintain the system for 30 min after loss of power to allow adequate time to shut down the servers.	1 each	1	\$13,400.00	\$13,400.00		6	Components & Cabling	1 each	1	\$41,102.70	\$41,102.70
7	Video Controller Software Description: Separate license costs and annual support agreement costs	1 each	1	\$17,813.00	\$17,813.00		7	CineMassive Technical Services	1 each	1	\$43,874.00	\$43,874.00
8	Cabling, connectors and all cabling appurtenances	1 each	1	\$4,168.00	\$4,168.00		8	Technical Support	1 each	1	\$8,100.00	\$8,100.00
9	Mounting hardware To include TV mounts, a lockable Server Rack to house the server, core switches and UPS as well as the Network Attached Storage device mounting hardware and any other required appurtenances.	1 each	1	\$23,186.00	\$23,186.00		9	Bond Fee	1 each	1	\$3,850.00	\$3,850.00
10	Technical Support 24/7 Phone Support: Support Desk personnel must be available 7 days a week, 24 hours a day.	1 hour	1	\$125.00	\$125.00		10	Performance Bond Fee	1 each	1	\$10,000.00	\$10,000.00
11	Emergency Technical Support	1 hour	1	\$125.00	\$125.00							
12	On-going Maintenance for 3 Years Annual Costs	1 Year	3	\$18,333.33	\$55,000.00							
	<b>Total</b>				<b>\$488,558.00</b>	<b>*(A)</b>		<b>Total</b>				<b>\$548,814.70</b>

\* (A) - Corrected Calculation



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	<b>The Children's Trust</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>			
		X					
<b>Sponsor Name</b>	<b>Cameron Benson, City Manager</b>		<b>Department:</b>	<b>Grants Administration</b>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN FY 2015-2016 FISCAL AGENT AGREEMENT WITH THE CHILDREN'S TRUST FOR THE PLACE-BASED SERVICE PARTNERSHIP, IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY FUTURE AGREEMENTS THAT ARE SUBSTANTIALLY SIMILAR, SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ATTORNEY; PROVIDING FOR A NUNC PRO TUNC MORE EFFECT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:****Background**

The Children's Trust issued an Invitation to Negotiate (ITN) - #2013-03; Safe and Supportive Communities: Place-Based Service Partnerships for At-Risk Populations in March 2013. The Children's Trust Strategic Plan for Investments seeks to accomplish communitywide results with Service Partnerships over a three-year period. Service partners are to become place-based prevention centers, seeking to join neighbors, faith centers, and schools to coalesce communities. The City of Miami Gardens was one of several communities chosen.

City Council approved the initial contract of \$500,000 in April 2013. Year 2 contract, also in the amount of \$500,000, was approved by Council in October 2014.

**Current Situation**

The City of Miami Gardens partners with North Dade Youth & Family Coalition, Trinity Church, St. Thomas University, Catalyst of Miami, Miami Gardens Police Department, Institute of Family Child and Health and Miami Gardens Drug Free Coalition to form the well needed Place-Based Service Partnership (PBSP).

August 2015 – July 2016 will be the final of this three-year grant period. Total amount for Year 3 Program cycle is \$414,000.

**Fiscal Impact**

This is a reimbursable grant, and should expenses be incurred accordingly to grant documents, there is no fiscal impact to the City.

**Proposed Action:**

Council allows the City Manager to execute this agreement and all documentation related to this grant award and allows the City Manager to execute any future grant agreements if there are no substantial changes to contract.

**Attachment:**

2015 – 2016 Contract No # 1621-3010

RESOLUTION NO. 2016\_\_\_\_\_

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 FY 2015-2016 FISCAL AGENT AGREEMENT WITH THE CHILDREN'S TRUST FOR THE PLACE-BASED SERVICE PARTNERSHIP, IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY FUTURE AGREEMENTS THAT ARE SUBSTANTIALLY SIMILAR, SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ATTORNEY; PROVIDING FOR A NUNC PRO TUNC MORE EFFECT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Children's Trust provides grant funding to community programs, which focus on the reduction of absenteeism and the prevention of youth violence, and

WHEREAS, in 2013, the City of Miami Gardens, in partnership the Youth & Violence Prevention Coalition, Trinity Church, St. Thomas University, Catalyst of Miami, Institute of Family Child and Health, and the Miami Gardens Drug Free Coalition applied for a grant with The Children's Trust, and

WHEREAS, The Children's Trust awarded the partnership grant funds in the amount of Five Hundred Thousand Dollars (\$500,000.00), and

WHEREAS, the City of Miami Gardens will serve as the fiscal agent to administer grant funds on behalf of the partnership, and

WHEREAS, it is necessary to execute an Agreement with The Children's Trust for fiscal year 2016 for this purpose,

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

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

36 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
37 hereby authorizes the City Manager and the City Clerk to execute and attest,  
38 respectively that certain FY 2015-2016 Fiscal Agent Agreement with The Children’s  
39 Trust for the Place-Based Service Partnership, in the amount of Five Hundred  
40 Thousand Dollars (\$500,000.00), attached hereto as Exhibit “A”, and further authorizes  
41 the City Manager to execute any future Agreements that are substantially similar,  
42 subject to the review and approval of the City Attorney.

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

46 Section 4: NUNC PROTUNC EFFECT: This Resolution shall be effective as of  
47 August 1, 2015.

48 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
49 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2016.

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**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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OLIVER GILBERT, III, MAYOR

63 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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66 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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

69

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

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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)

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**FY 2015-2016**  
**CONTRACT NO. 1621-3010**  
**BETWEEN THE CHILDREN'S TRUST**  
**AND CITY OF MIAMI GARDENS**  
**FOR PLACE-BASED/COUNTYWIDE COMMUNITY PARTNERSHIPS**

**THIS CONTRACT** is between **The Children's Trust** whose address is 3150 S.W. 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor, Miami, Florida 33129 and **City of Miami Gardens** hereafter "Provider" whose address is 18605 N.W. 27<sup>th</sup> Avenue, Miami Gardens, Florida 33056.

In consideration of the mutual covenants herein, The Children's Trust and Provider (sometimes hereafter referred to as "**Parties**") agree as follows:

**A. EFFECTIVE TERM**

The effective term of this Contract shall be from **August 1, 2015** through **July 31, 2016**, subject to funding availability and Provider's performance.

**B. TERMS OF RENEWAL, if applicable**

In the sole discretion of The Children's Trust, this Contract may be renewed with the acknowledgement of Provider. In considering the exercise of any contract renewal, and in accordance with the Request for Proposal (RFP) and Board authorization, renewal may not exceed a term equal to the term of the initial contract for a total maximum of three (3) terms. The Children's Trust in its sole discretion will consider, but is not limited to, the following:

1. Provider meeting the performance requirements specified in this Contract.
2. Continued demonstrated and documented need for the services funded.
3. Program performance, fiscal performance, and compliance by Provider that is deemed satisfactory in The Children's Trust's sole discretion.
4. The availability of funds. The Children's Trust is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the contract.
5. If applicable, The Children's Trust in its sole discretion will initiate re-negotiation of this Contract before the contract term expires.

**C. SCOPE OF SERVICES**

1. Provider agrees to render services in accordance with the Scope of Services, Attachment A, hereafter "Services", to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. The Services' activities and performance measures, as well as complete and accurate data and programming information will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding provided by The Children's Trust, pursuant to this Contract will be used exclusively for services in and for the benefit of Miami-Dade County residents.

**D. TOTAL FUNDING**

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed **\$414,000.00**, with a required match of **\$0**. Provider agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be reduced at the sole option of The Children's Trust. Provider agrees to adhere to Attachment B of this Contract: Other Fiscal Requirements, Budget and Method of Payment.

**E. FISCAL MANAGEMENT****1. Double Billing and Payments**

Provider costs or earnings claimed under this Contract may not also be claimed under any other contract or grant from The Children's Trust or, unless such claim is denied by The Children's Trust, from any other agency. Any claim for double payment by Provider shall be a material breach of this Contract.

**2. No Supplanting of Existing Public Funds**

The Children's Trust funding may not be used as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by, and currently available from, local and state funding sources for the same purpose. A violation of this section is a material breach of this Contract.

**3. Capital Equipment**

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.002, and is defined as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year.

All capital equipment acquired by Provider less than \$10,000, and reimbursed by The Children's Trust, shall be capitalized by the Provider and Provider shall retain all rights and possession of equipment unless this Contract is subject to termination or early cancellation. Should this Contract be terminated or not renewed, The Children's Trust may acquire rights and possession of all reimbursed capital equipment that is not fully depreciated.

All capital equipment acquired by Provider equal to or greater than \$10,000, and reimbursed by The Children's Trust, shall be capitalized by The Children's Trust and The Trust shall retain all rights to equipment until the item is fully depreciated. Should this Contract be subject to termination or early cancellation, The Children's Trust may acquire possession of all reimbursed capital equipment that is not fully depreciated.

Any or all such qualifying capital equipment shall be returned to The Children's Trust, or its designee(s) upon request. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in section K of this Contract.

**4. Assignments and Subcontracts**

Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust. In any subcontract, Provider shall incorporate appropriate language from this contract into each subcontract and shall require each subcontractor providing services to be governed by the terms and conditions of this contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 days of its execution. All sub-contracts with Provider must be executed within 30 days of Provider's execution date. All subcontractors are subject to monitoring by Provider and/or The Children's Trust, in the same manner as Provider under the terms of this contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about contract, program and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

Provider shall be responsible for all Services performed, and all expenses incurred, under this Contract, including services provided and expenses incurred by any and all subcontractors. The Children's Trust shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. Provider shall be solely liable for any expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at Provider's expense, The Children's Trust against any claims, demands or actions related to any subcontract.

The Children's Trust shall not provide funds to any subcontractor unless specifically agreed to in writing by The Children's Trust with notification to the Provider. All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. The Children's Trust reserves the right to require verification from Provider and/or subcontractor of payment due for satisfactory work performed by the subcontractor.

Provider and any subcontractor must be currently qualified to conduct business in the State of Florida at the time that a subcontractor agreement is entered into and services are rendered.

#### **5. Religious Purposes**

Providers and/or their faith-based community partners shall not use any funds provided under this Contract to support any inherently religious activities, including but not limited to, any religious instruction, worship, proselytization, publicity or marketing materials. Any such use by Provider shall be a material breach of this Contract.

#### **6. Lobbying**

Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any federal, state or local government or legislators. Any such use by Provider shall be a material breach of this Contract.

#### **7. Adverse Action or Proceeding**

Provider shall not use any funds under this Contract, or any other funds provided by The Children's Trust, for any legal fees, or for any action or proceeding against The Children's Trust, its agents, employees or officials. Any such use by Provider shall be a material breach of this Contract.

#### **8. Compliance**

Provider agrees to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws. This includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns to retain tax-exempt status and payment of payroll taxes, as applicable, throughout the term of the contract.

Provider further agrees to provide agency and site(s) information to Switchboard of Miami 211, The Children's Trust 24 hour helpline.

### **F. INDEMNIFICATION BY PROVIDER**

#### **1. Government Entity**

Subject to the limitations and sovereign immunity provisions of Florida Statute, Sec. 768.28, Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors.

Subject to the limitations and sovereign immunity provisions of Florida Statutes, Sec. 768.28, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

#### **2. All Other Providers**

Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which The Children's Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or sub-contractors, except to the extent arising from The Children's Trust's willful or wanton acts or omissions.

To the extent arising from a liability that is covered by the foregoing indemnification, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend The Children's Trust or its officers, employees, agents.

The provisions of this section on indemnification shall survive the expiration or termination of this Contract.

## **G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS**

Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, The Children's Trust has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and terms of this Contract, and to have others acting on behalf of The Children's Trust to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in Provider or with any applicable third party who has licensed or otherwise permitted Provider to use the same. Provider agrees to allow The Children's Trust and others acting on behalf of The Children's Trust to have reasonable use of the same consistent with the purposes and terms of this Contract, at no cost to The Children's Trust, provided that such use does not compromise the validity of such copyright, trademark or patent.

## **H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY**

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly, to the extent permitted by Chapter 119, Florida Statutes, Provider retains sole ownership of intellectual property developed under this Contract. Provider is responsible for payment of required licensing fees if intellectual property owned by other parties is incorporated by Provider into the services required under this Contract. Such licensing should be in the exclusive name of Provider. Payment for any licensing fees or costs arising from the use of others' intellectual property shall be at the sole expense of Provider.

As applicable for The Children's Trust under Fla. Stat. Section 768.28, and to the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the Parties shall indemnify and hold each other harmless from liability of any nature or kind, including costs and expenses for or on account of third party allegations that use of any intellectual property owned by the third party and provided, manufactured or used by the indemnifying Party in the performance of this Contract violates the intellectual property rights of that third party.

## **I. BREACH OF CONTRACT AND REMEDIES**

### **1. Breach**

A material breach by Provider shall have occurred under this Contract if Provider through action or omission causes any of the following:

- a. Fails to comply with Background Screening, as required under this Contract.
- b. Fails to provide the Services outlined in the scope of services (Attachment A) within the effective term of this Contract;
- c. Fails to correct an imminent safety concern or take acceptable corrective action;
- d. Ineffectively or improperly uses The Children's Trust funds allocated under this Contract;
- e. Does not furnish and maintain the certificates of insurance required by this Contract or as determined by The Children's Trust;
- f. Does not meet or satisfy the conditions of award required by this Contract;
- g. Fails to submit, or submits incorrect or incomplete, proof of expenditures to support SAMIS disbursement requests or advance funding disbursements; or, fails to submit, or submits incomplete or incorrect, detailed

reports of requests for payment, expenditures or final expenditure reports; included, but not limited to budgets, invoices, and amendments in Services & Activities Management System (SAMIS).

- h. Does not submit or submits incomplete or incorrect required reports pursuant to the scope of Services in this Contract;
- i. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review Provider's program, including required client data;
- j. Fails to comply with child abuse and incident reporting requirements;
- k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;
- l. Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;
- m. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies;
- n. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws;
- o. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract.
- p. Fails to submit an Annual Financial Statement Audit and a Program-Specific Audit, as applicable, in accordance with Section O and Attachment D of this contract.
- q. Fails to submit an Audit Engagement Letter for either the Annual Financial Statement Audit or the Program Specific Audit within thirty (30) days after Provider's fiscal year end.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

## 2. Remedies

If Provider fails to cure any breach within thirty (30) days after receiving written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any or all of the following remedies:

- a. The Children's Trust may, at its sole discretion, enter into a written performance improvement plan with Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.
- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider of such suspension and specifying the effective date of suspension, at least five business days before the effective date of suspension. On the effective date of suspension Provider may (but shall not be obligated to) continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five business days before the effective date of such suspension, in any event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date

of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension including reasonable attorney's fees.

- c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by Provider with Trust funds under this Contract subject to the rights of Provider as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for services that were performed and/or deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.
- d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement or judgment.
- e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

#### **J. TERMINATION BY EITHER PARTY**

The parties agree that this Contract may be terminated by either party by written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination.

#### **K. INSURANCE REQUIREMENTS**

Prior to, or on the date commencing the effective term of this Contract, Provider's insurance agent(s) shall provide to The Children's Trust the following, as applicable: 1) Certificates of Insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract.

Or, 2) A letter of self-insurance indicating coverage applicable to a Florida municipal corporation required under this section or as determined by The Children's Trust, except as required by Florida law for government entities.

Failure by Provider to comply with Section K, shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this contract until all required Certificates of Insurance, or letter(s) of self-insurance have been provided to and have been approved by The Children's Trust.

#### **Provider will carry insurance policies in the amounts and with the requirements indicated below:**

1. Worker's Compensation Insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Provider is no longer exempt from obtaining

Worker's Compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.

2. Comprehensive General Liability insurance, to include sexual molestation, in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Provider can provide financial statements to support a higher deductible. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:
  - a. Bodily Injury;
  - b. Property Damage;
  - c. No exclusions for Abuse, Molestation or Corporal Punishment;
  - d. No endorsement for premises only operations.
  
3. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and/or sub-contractors and transportation companies **transporting program participants**. The amount of coverage is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.
  
4. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants**. The minimum amount of coverage is \$300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.
  
5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.
  
6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The Children's Trust is

7. not required to be named as an Additional Insured. Professional liability insurance is generally required when the scope of services uses professional services that require certification or license(s) to provide direct services to program participants.
8. Proof of Property Coverage is required for all capital equipment greater than or equal to \$10,000, and when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider or such capital equipment is returned to The Children's Trust.

**Certificate Holder**

Certificate holder must read:

**The Children's Trust**  
**3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor**  
**Miami, Florida 33129**

**Classification and Rating**

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

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

Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date of making any material changes to the insurance coverage except for ten (10) days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.

In the event of any change in Provider's Scope of Services, Attachment A, The Children's Trust may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.

In the event that an insurance policy is canceled, lapsed or expired during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new Certificate of Insurance required under this section is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by Provider pursuant to a master or blanket policy or policies of insurance.

**L. PROOF OF TAX STATUS**

Provider is required to keep on file the following documentation for review by The Children's Trust:

- The Internal Revenue Service (IRS) tax status determination letter, if applicable; and
- The most recent (two years) IRS form 990 or applicable tax return filing within six (6) months after Provider's fiscal year end or other appropriate filing period permitted by law; and
- IRS form 941: employer's quarterly federal tax return. If required by The Children's Trust, Provider agrees to submit form 941 within thirty (30) calendar days after the quarter ends and if applicable, any state and federal unemployment tax filings. If form 941 and unemployment tax filings reflect a tax liability, then proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

**M. NOTICES**

Written notices pursuant to this Contract shall be sent to the addresses for each Party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its President/CEO. It is each Party's responsibility to advise the other Party in writing of any changes in responsible personnel for accepting Notices under this Contract; mailing address, and/or telephone number.

**N. AUTONOMY**

The Parties agree that this Contract recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. Provider is only a recipient of funding support and is not an employee, agent or instrumentality of The Children's Trust, and Provider's agents and employees are not agents or employees of The Children's Trust.

**O. RECORDS, REPORTS, AUDITS AND MONITORING**

The provisions of this section shall survive the expiration or termination of this contract, consistent with Florida laws.

**1. Accounting Records**

Provider shall keep accounting records that conform to generally accepted accounting principles (GAAP). All such records will be retained by Provider for not less than five years beyond the last date that all applicable terms of this contract have been complied with, final payment has been received and appropriate audits have been submitted to and accepted by The Children's Trust. However, if any audit, claim, litigation, negotiation or other action involving this contract or modification hereto has commenced before the expiration of the retention period, then the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retention period, whichever is later.

**2. Financial Statement Audit**

Within one-hundred eighty (180) days from the close of its fiscal year, Provider's independent certified public accounting firm (CPA) must submit all of the following documents, electronically, to The Children's Trust, which together comprise an annual financial statement audit conducted in accordance with GAAP and standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States (The Yellow Book). The required items are:

- a. An annual financial statement audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation;
- b. An annual financial statement audit conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*;
- c. Written communication encompassing the requirements of AU-C section 265, "Communicating Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*;"
- d. Written communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance;"

- e. A Single Audit conducted in accordance with OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97, if applicable; and
- f. A Management Letter; if no Management Letter is prepared by Provider's CPA firm, then the CPA firm must expressly confirm, in writing, that no Management Letter was issued.

If Provider's annual financial statement audit is prepared by the Florida Auditor General, then the due date for submitting the annual financial statement audit, as defined, is two-hundred seventy (270) days after the close of Provider's fiscal year.

Electronic filing of the annual financial statement audit, as defined, must be sent by Provider's CPA firm to the following e-mail address: [audits@thechildrenstrust.org](mailto:audits@thechildrenstrust.org).

Providers that are required to have a Single Audit agree to have their CPA firm submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan, if applicable.

### **3. Program-Specific Audit**

Within 180 days of the close of its fiscal year, all Providers are required to have their CPA firm submit a program-specific audit related to The Children's Trust contracts, electronically, in addition to the annual financial statement audit. The program-specific audit shall be performed by an independent CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation, has performed audits under *Government Auditing Standards* and is either a member of the AICPA or FICPA peer review program to include government engagement reviews. This program-specific audit must encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program-Specific Audit Requirements.

### **4. Audit Extensions**

Audit extensions may be granted by The Children's Trust upon receipt, in writing, of such request with appropriate justification by Provider and for a period of time not to exceed sixty (60) days after the initial due date. A copy of the engagement letter, along with the anticipated audit completion date and any concerns from Provider's CPA firm related to the audit must accompany the request. Approved audit extension requests allow for the continuation of payment until such time that the extension expires.

In the event that either the annual financial statement audit or the program specific audit is not received in a timely manner and in accordance with the previously stated due dates; and an audit extension has not been approved, then The Children's Trust shall withhold all payments to Provider until the documents are received and determined to be acceptable by The Children's Trust.

### **5. Engagement Letters**

Audit Engagement Letters are due to The Children's Trust thirty (30) days after Provider's fiscal year end. Provider agrees to submit an engagement letter for both the annual financial statement audit and the program specific audit, electronically, to [audits@thechildrenstrust.org](mailto:audits@thechildrenstrust.org). Failure to submit an engagement letter may result in a breach of contract, or other remedy, as deemed appropriate by The Children's Trust.

### **6. List of Approved Certified Public Accounting Firms**

To receive reimbursement for the preparation of the program specific audit, as defined, Provider must choose from a list of approved CPA firms, which are posted on The Children's Trust website. Inclusion in this pre-approved CPA vendor pool requires a CPA firm to meet three (3) criteria, which are enumerated in Attachment B: Other Fiscal Requirements, Budget and Method of Payment.

### **7. Access to Records**

Provider shall permit access to all records including subcontractor records, which relate to this contract at its place of business during regular business hours. Provider agrees to deliver such assistance as may be necessary to facilitate a review or audit by The Children's Trust to ensure compliance with applicable accounting, financial and programmatic standards. This would include access by The Children's Trust, or its designee, to Provider's independent auditor's work papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing and at The Children's Trust's expense.

## **8. Monitoring**

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled monitorings, reviews and evaluations of the program which is the subject of this contract, including any subcontracts under this contract, using The Children's Trust approved monitoring tools. The Children's Trust or contracted agents shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the contract. Provider shall permit The Children's Trust or contracted agents to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary at The Children's Trust's sole discretion to fulfill the monitoring function. A report of monitoring findings will be delivered to Provider and Provider will remedy all deficiencies cited within the period of time specified in the report.

## **9. Client Records**

Pursuant to Florida Statute 119.071 (5), The Children's Trust collects the last four digits of social security numbers of child participants of funded programs and services for the following purposes: (a) to research, track and measure the impact of The Children's Trust funded programs and services in an effort to maintain and improve such programs and services for the future (Individual identifying information will not be disclosed); and (b) to identify and match individuals and data within and among various systems and other agencies for research purposes. The Children's Trust does not collect social security numbers for adult participants.

Provider shall maintain a separate file for each participant. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans (as applicable), outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the monitoring/review and inspection requirements under this contract, subject to applicable confidentiality requirements. All such records will be retained by Provider for not less than five calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

## **10. Internal Documentation/Records Retention**

Provider agrees to maintain and provide for inspection to The Children's Trust, during regular business hours the following as may be applicable, subject to applicable confidentiality requirements: (1) personnel files of employees which include hiring records, background screening affidavits, job descriptions, verification of education and evaluation procedures; and (2) authorized time sheets, records and attendance sheets to document the staff time billed to provide Services pursuant to this contract; and (3) daily activity logs and monthly calendars of the provision of Services pursuant to this contract; and (4) training modules; and (5) pre and post session questionnaires; and (6) all participant attendance records; and (7) participant consent and information release forms; and (8) agency policies and procedures; and (9) such other information related to Service provision as described in Attachment A and as required by this contract; all upon request by The Children's Trust. Provider shall retain all records for not less than five years beyond the last date that all applicable terms of this contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by The Children's Trust and/or other appropriate agency.

## **11. Confidentiality**

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party (except that such information may be disclosed to such Party's attorneys), or to any employee of such Party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval or (g) is subject to Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract. Provider shall specifically require all sub-contractors to comply with this paragraph.

## 12. Data Security Obligation

Data Security Definitions are defined and specified in Attachment G: Data Security Definitions attached to this Contract.

### A. Standard of care

- a. Provider acknowledges and agrees that, in the course of its Contract with The Children's Trust, Provider may, directly or indirectly, receive or have access to Highly-Sensitive Personal Information or Personal Information. Provider shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such Highly-Sensitive Personal Information or Personal Information and shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession. Furthermore, Provider shall be responsible for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of such Highly-Sensitive Personal Information or Personal Information as if they were Provider's own actions and omissions.
- b. Personal Information is deemed to be property of The Children's Trust and is not property of Provider. The Children's Trust will not collect Highly-Sensitive Personal Information. The Provider should not collect Client Highly-Sensitive Personal Information.
- c. In recognition of the foregoing, Provider agrees and covenants that it shall:
  1. keep and maintain all such Highly-Sensitive Personal Information or Personal Information strictly confidential;
  2. use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Contract, and shall not divulge, communicate, use, misuse, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Provider's own purposes or for the benefit of anyone other than The Children's Trust, in each case, without The Children's Trust's prior written consent, which may be withheld in its sole and absolute discretion; and
  3. not, directly or indirectly, disclose Personal Information to any person other than Authorized Persons (an "Unauthorized Third Party"), without express written consent from The Children's Trust, which may be withheld in its sole and absolute discretion. If any person or authority makes a demand on Provider purporting to legally compel it to divulge any Personal Information, Provider shall (i) immediately notify The Children's Trust of the demand before such disclosure so that The Children's Trust may first assess whether to challenge the demand prior to Provider's divulging of such Personal Information; (ii) be responsible to The Children's Trust for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written Contract agreeing to comply with the terms and conditions of this Contract relating to the treatment of Personal Information. Provider shall not divulge such Personal Information until the Children's Trust either has concluded not to challenge the demand, or has exhausted its challenge, including appeals, if any.

### B. Personal information security

- a. Provider shall protect and secure data in electronic form containing such Highly-Sensitive Personal Information or Personal Information.

At a minimum, Provider's safeguards for the protection of Personal Information shall include:

1. encrypting, securing, or modifying such Personal Information by any method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.
2. limiting access of Personal Information to Authorized Employees and Authorized Persons;
3. securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
4. implementing network, device application, database and platform security;
5. securing information transmission, storage and disposal;

6. implementing authentication and access controls within media, applications, operating systems and equipment;
7. encrypting Highly-Sensitive Personal Information stored on any mobile media;
8. encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks;
9. implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting backgrounds checks consistent with applicable law, as required by The Children's Trust from time to time;
10. providing appropriate privacy and information security training to Provider's employees, as required by The Children's Trust from time to time; and
11. purchasing and maintaining cyber insurance coverage, if The Children's Trust deems necessary in its sole and absolute discretion.

b. Provider shall dispose, or arrange for the disposal, of customer records containing Personal Information within its custody or control when the records are no longer to be retained. Such disposal shall involve shredding, erasing, or otherwise modifying Personal Information in its control or possession to make it unreadable or undecipherable through any means.

c. During the term of each Authorized Employee's employment by Provider, Provider shall at all times cause such Authorized Employees to abide strictly by Provider's obligations under this Contract. Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Provider's officers, directors, partners, principals, employees, agents or contractors. Upon The Children's Trust's request, Provider shall promptly identify for The Children's Trust in writing all Authorized Employees as of the date of such request.

d. Upon The Children's Trust's written request, Provider shall provide The Children's Trust with a network diagram that outlines Provider's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Contract, including, without limitation: (i) connectivity to The Children's Trust and all third parties who may access Provider's network to the extent the network contains Personal Information; (ii) all network connections including remote access s and wireless connectivity; (iii) all access control devices (such as (solely by way of example), firewall, packet filters, intrusion detection and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

### C. Security breach procedures

a. Provider shall:

1. provide The Children's Trust with the name and contact information for an employee of Provider who shall serve as The Children's Trust primary security contact and shall be available to assist The Children's Trust twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues associated with a Security Breach;

2. notify The Children's Trust of a Security Breach immediately, but no later than forty-eight (48) hours after Provider becomes aware of it; and

3. notify The Children's Trust of any Security Breaches by telephone at the following number: (305)571-5700/e-mailing The Children's Trust with a read receipt at [datasecurity@thechildrenstrust.org](mailto:datasecurity@thechildrenstrust.org) and with a copy by e-mail to Provider's contract manager at The Children's Trust. The notice shall include, at a minimum: (1) the date, estimated date, or estimated date range of the Breach of security; and (2) a description of the Personal Information that was accessed or reasonably believed to have been accessed as a part of the Breach of security.

b. Immediately following Provider's notification to The Children's Trust of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Provider shall fully cooperate with The Children's Trust in The Children's Trust's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing The Children's Trust with physical access to the facilities and operations affected; (iii) facilitating interviews with Provider's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by The Children's Trust, in its sole and absolute discretion.

- c. Provider shall take steps to immediately remedy any Security Breach and prevent any further Security Breach at Provider's expense in accordance with applicable privacy rights, laws, regulations and standards, or as otherwise required by The Children's Trust in its sole and absolute discretion. Provider shall reimburse The Children's Trust for reasonable costs incurred in providing individuals affected by a Security Breach with notice of the breach and complimentary access for credit monitoring services, which The Children's Trust in its sole and absolute discretion deems necessary to protect such affected individuals in light of the risks posed by the Security Breach.
- d. Provider agrees that it shall not inform any third party of any Security Breach without first obtaining The Children's Trust's prior written consent, other than to inform a complainant that the matter has been forwarded to The Children's Trust's legal counsel. Further, Provider agrees that The Children's Trust shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in The Children's Trust's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

### **13. Withholding of Payment**

At the sole discretion of The Children's Trust, payment may be withheld for non-compliance of contractual terms. The Children's Trust will provide payment upon satisfactory compliance with the contractual terms as solely determined by The Children's Trust.

### **P. MODIFICATIONS**

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

### **Q. GOVERNING LAW & VENUE**

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of law provisions. Any controversies or legal problems arising out of the terms of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

### **R. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS**

All employees, volunteers and subcontracted personnel who work in direct contact with children or who may come into direct contact with children at the site in question must complete a Level 2 background screening that complies with its requirements prior to commencing work pursuant to this Contract. This requirement applies to all volunteers who provide services to children, youth and their families regardless of the number of hours they provide services. Occasional or transient repair or maintenance persons who appear on the site should be escorted to their work areas and then supervised during the time they are present to conduct their work.

All providers are required to review annually, at minimum, The Dru Sjodin National Sex Offender Public Website.

Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted from those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from the MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

In addition:

- The Provider shall complete Attachment E-1: Affidavit for Level 2 Background Screenings, the Affidavit shall cover employees, volunteers, and subcontractors performing services under this contract who are required to complete a Level 2 background screening as defined in this section.

- The Provider shall complete Attachment E-2: Child Care Affidavit of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements and Attachment E-4: Background Screening & Personnel File Requirements.
- Provider shall maintain Attachment E-1: Affidavit for Level 2 Background Screenings, Attachment E-2: Child Care Affidavit of Good Moral Character, Attachment E-3: Child Abuse & Neglect Reporting Requirements and Attachment E-4: Background Screening & Personnel File Requirements in Provider's personnel, volunteers, and sub-contractors' files.
- Provider shall re-screen each employee, volunteer and subcontractor every five years.

## **S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES**

Provider understands that The Children's Trust expects Provider to meet the federal standards under the Americans with Disabilities Act. By policy of The Children's Trust, providers must also implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible. Notwithstanding anything to the contrary, Provider shall not be required to make any alteration to any public school building or other building or structure which is not owned by Provider.

## **T. REGULATORY COMPLIANCE**

### **1. Non-discrimination and Civil Rights**

Provider shall not discriminate against an employee, volunteer, or client of Provider on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age, except that programs may target services for specific target groups as may be defined in the competitive solicitation.

Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Children's Trust shall have the right to terminate all or any portion of this Contract. If Provider or any owner, subsidiary, or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of these laws, said violation will be a material breach of this Contract and The Children's Trust will conduct no further business with Provider.

### **2. Public Entities Crime Act**

Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to The Children's Trust, may not submit a bid on a contract with The Children's Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Children's Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Children's Trust, and may not transact any business with The

Children's Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

### 3. Conflict of Interest

Provider represents that the execution of this Contract does not violate Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, and Florida Statutes § 112 as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to [http://www.miamidadeethics.com/Publications/code\\_of\\_ethics2010.pdf](http://www.miamidadeethics.com/Publications/code_of_ethics2010.pdf) for the Code of Ethics Ordinance).

### 4. Compliance with Sarbanes-Oxley Act of 2002

Provider shall comply with the following applicable provisions of the Sarbanes-Oxley Act of 2002, including:

Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.

Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

### 5. Licensing

Provider (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurances, permits and accreditations, required by the State of Florida, Miami-Dade County, relevant municipalities, The Children's Trust or the federal government. Provider must be qualified and registered to do business in the State of Florida both prior to and during the contract term with The Children's Trust.

### 6. Incident Reporting

An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child, injury of a participant, missing child or abandoned child, loss of property use for the program, or destruction of property used in the program.

Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both Provider and its employees.

Provider shall notify the contract manager of any incident as defined within three (3) days after Provider is informed of such incident. Provider shall provide written notification of the incident together with a copy of the incident report. The report must contain the following:

- (1) Name of reporter (person giving the notice)
- (2) Name and address of victim and guardian
- (3) Phone number where the reporter can be contacted
- (4) Date, time, and location of incident
- (5) Complete description of incident and injuries, if any

Police report and actions taken shall be submitted to The Children's Trust within fifteen (15) days of the incident. Provider shall provide written notification to The Children's Trust, within seven (7) days of any legal action related to the incident.

### 7. Sexual Harassment

Provider shall complete an incident report in the event a program participant, client or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Provider employee, volunteer or anyone arising out of the performance of this Contract and Provider has knowledge thereof. Provider shall provide written notification to The Children's Trust within three (3) business days after Provider is informed of such an allegation. Provider shall provide written notification to The Children's Trust, within seven (7) business days, if any legal action which is filed as a result of such an alleged incident.

## **8. Proof of Policies**

Provider and subcontractor, as applicable, shall keep on file copies of its policies including but not limited to confidentiality, incident reporting, sexual harassment, non-discrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

## **U. CONSENT**

Provider must obtain parental/legal guardian consent for all minor participants to participate and/or for adult participants in the program for services; and to share information with The Children's Trust for monitoring and evaluation purposes.

Provider will ask participants to sign a voluntary Consent to Photograph form. The form is available in English, Spanish, and Creole and can be downloaded from [www.thechildrenstrust.org](http://www.thechildrenstrust.org). The signed consent form for photography will be maintained at the program site, with a copy filed in the participant's record. The consent shall be part of the participants' registration form, and signed by parent/guardian before services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

## **V. PROGRAMMATIC DATA REPORTING**

Demographic and service information on program participants will be provided to The Children's Trust as part of The Children's Trust's research mission. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C** to this contract, Programmatic Data and Reporting Requirements, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be reasonably specified by The Children's Trust, and as described in Attachment C.

Provider must participate and provide agency (agency profile) and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline, as applicable and as defined in Attachment C: Programmatic Data Reporting Requirements.

## **W. PUBLICITY**

Provider agrees that activities, services and events funded by this Contract shall recognize The Children's Trust as a funding source. Provider shall ensure that all publicity, public relations, advertisements and signs within its control recognize The Children's Trust for the support of all contracted activities. The use of the official Children's Trust logo is permissible.

Provider shall use its best efforts to ensure that all media representatives, when inquiring with Provider about the activities funded by this Contract, are informed that The Children's Trust is a funding source. Provider shall, if it possesses the appropriate technology, provide a link between the website and The Children's Trust's website.

## **X. PUBLICATIONS**

Provider agrees to supply The Children's Trust, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Contract. Such publications will state that the program is supported by The Children's Trust. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the provisions of Paragraphs G and H above.

To the extent permitted by the applicable journal or other publication source, Provider shall include The Children's Trust logo and the following paragraph in all materials featuring programs funded by The Children's Trust, including but not limited to newsletters, press releases, brochures, fliers, homepage of websites or any other materials for dissemination to the media or general public:

English:

**City of Miami Gardens, North Dade Youth and Family Coalition (NDYFC) Service Network** is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:

**City of Miami Gardens, North Dade Youth and Family Coalition (NDYFC) Service Network** está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendum para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

Kreyol:

**City of Miami Gardens, North Dade Youth and Family Coalition (NDYFC) Service Network** Se Children's Trust ki finanse (pwogram sa-a). Children's Trust se yon sous finansman elektè Miyami-Dade te kreye nan yon referandòm. Finansman sa a dedye pou pwogram k'ap amelyore lavi ti moun ak fanmi yo.

**Note:** In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "The (organization) is funded in part by The Children's Trust..."

#### **Y. HEADINGS, USE OF SINGULAR AND GENDER**

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

**- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK -**

**Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS**

This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

- Attachment A: Scope of Services
- Attachment B: Other Fiscal Requirements, Budget, and Method of Payment
- Attachment C: Programmatic Data and Reporting Requirements
- Attachment D: Program Specific Audit Requirements
- Attachment E-1: Affidavit for Level 2 Background Screenings, if applicable
- Attachment E-2: Child Care Affidavit of Good Moral Character, if applicable
- Attachment E-3: Child Abuse & Neglect Reporting Requirements, if applicable
- Attachment E-4: Background Screening & Personnel File Requirements, if applicable
- Attachment F: Performance Improvement Plan, if applicable
- Attachment G: Data Security Definitions

No other contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the Parties. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

**CITY OF MIAMI GARDENS**  
**MIAMI-DADE COUNTY, FLORIDA**

**THE CHILDREN'S TRUST**  
**MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
(Signature of Authorized Representative)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

Imran Ali

\_\_\_\_\_  
(Type/Print Title)

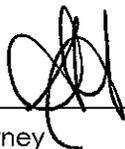
Interim President and CEO

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

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

**Provider Federal ID# 113695944**  
**Provider Vendor ID# CITYO301**

Approved as to form and legal sufficiency

 \_\_\_\_\_ Date: 11/13/15  
County Attorney

**This contract is not valid until signed by both parties.**

# **ATTACHMENT A SCOPE OF SERVICE**

**Attachment A**  
**Service Partnerships**  
 City of Miami Gardens/Youth Violence Prevention Coalition  
 City of Miami Gardens  
 North Dade Youth & Family Coalition Network

**1. DESCRIPTION OF SERVICES** (Include overall intention of program, outline of program activities, target population to be served, implementation of EBP, and partners if applicable):

City of Miami Gardens/Youth Violence Prevention Coalition is a place-based coalition of social service providers working together to provide coordinated services to families and communities where children are at risk of child maltreatment, chronic absenteeism, and children or youth who display disruptive behavior in school or in the community. The Service Partnerships also provides community engagement activities that bring communities together around the issues facing their communities.

The Youth Violence Prevention Coalition and partners entitled "North Dade Youth and Family Coalition (NDYFC) Service Network" target at-risk youth and their families in the City of Miami Gardens and those attending ETO schools, including but not limited to children displaying the following risk factors: (1) exhibit disruptive/aggressive behavior, (2) miss more than ten days of school per year and (3) those who are identified as abused/neglected and/or exposed to violence in the home. To address and decrease child and family risk NDYFC Service Network provides Care Coordination/Wraparound Case Management Services using Family Team Conferencing Mode to assist families.

**2. TARGET POPULATION OR PARTICIPANTS Eligibility will be determined through a standard screening and assessment that incorporates geographic area and significant risk factors. (Include numbers in tables below).**

**Attendance-based activities (Type A)** are intensive services activities in which participants are intended to receive generally three or more contacts. Attendance-Based activities are usually central to program implementation. The table reflects the unduplicated number of participants to be served and the number of required sessions each participant should attend for the program to have an impact.

**Group activities (Type G)** are less intensive services, events which participants attend one or two times. These activities are generally intended to serve as enhancements to other core program activities. The table reflects the total number of participants across all events and the total number of events that will be offered.

<b>Participants - Attendance-Based</b>	<b>Number of Unduplicated Participants</b>
Total Families	180
Parents/Caregivers	180
Total Children/Youth	180
<i>Estimated Families with Children With Disabilities (from the total # of Children/Youth)</i>	15
Other Adults (i.e., staff/professionals/mentors)	0
<b>Participants - Group Activities</b>	<b>Number of Participants</b>
Parents/Caregivers	46
Total Children/Youth	0
Other Adults (i.e., staff/professionals/mentors)	91

The Majority of participants served must reside within the following neighborhood, zip code or attend the listed school.

<b>Geographic areas to be served (Neighborhoods, Zip codes, Schools)</b>
Barbara Hawkins Elementary School, 19010 NW 37 <sup>th</sup> Avenue, Miami Gardens, FL
Carol City Elementary School, 4375 NW 173 <sup>rd</sup> Drive, Miami Gardens, FL
Parkway Elementary School, 1320 NW 188 <sup>th</sup> Street, Miami Gardens, FL
Carol City Middle School, 1235 NW 192 <sup>nd</sup> Terrace, Miami Gardens, FL
North Dade Middle School, 1840 NW 157 <sup>th</sup> Street, Miami Gardens, FL
Carol City Senior High School, 3301 Miami Gardens Dr., Miami Garden, FL
Hialeah-Miami Lakes Senior High School, 7977 West 12 <sup>th</sup> Avenue, Hialeah, FL

<b>Site Name</b>	<b>Street Address</b>	<b>City</b>	<b>Zip Code</b>	<b># Families</b>	<b># Families w/ CWD</b>
Regional Area 2 (NW)				180	15
North Dade Youth & Family Coalition	761 NW 167 <sup>th</sup> Street	Miami Gardens	33169	0	0
Trinity Church Peacemakers	17801 N.W 2nd Ave	Miami Gardens	33169	0	0
Hialeah-Miami Lakes Senior High	7977 W 12 <sup>th</sup> Ave.	Hialeah	33014	0	0
Carol City Sr. High	3301 Miami Gardens Dr.	Miami Gardens	33056	0	0
North Dade Middle School	1840 NW 157 <sup>th</sup> St.	Miami Gardens	33054	0	0
Carol City Middle School	1235 NW 192nd Terrace	Miami Gardens	33169	0	0
The JPM Enrichment Centre	4055 NW 183rd St	Miami Gardens	33055	0	0
Parkway Elementary	1320 NW 188th Street	Miami Gardens	33169	0	0
Carol City Elementary	4375 NW 173rd Drive	Miami Gardens	33055	0	0
Barbara Hawkins Elementary	19010 NW 37th Avenue	Miami Gardens	33056	0	0

**SUBCONTRACTOR/IN-KIND AGENCY(IES)** (Provide the agency name, address, contact information and brief description for those providing in-kind or subcontracted services.)

**SUBCONTRACTOR/IN-KIND AGENCY(IES)** (Provide the agency name, address, contact information and brief description for those providing in-kind or subcontracted services.)

Agency Name	Street Address	City	Zip Code	In-Kind/ Subcontractor (I and S)	Contact information	Activity Name
North Dade Youth & Family Coalition	761 NW 167 <sup>th</sup> Street	Miami Gardens	33169	S	Rachel TaalibDeen <a href="mailto:rtaalibdeen@ndyfc.org">rtaalibdeen@ndyfc.org</a> 786-520-4136	Care Coordination
Fatherhood Task Force of South FL	7800 Red Road - Suite 211, FL	Miami, FL	33143	I	Holly Zwerling	Consultant Fatherhood Reading Squad training
Catalyst Miami	1900 Biscayne Blvd # 200	Miami, FL	323132	I	Gretchen Beesing	Service Partnership Development Consultant
North Dade Youth & Family Coalition	761 NW 167 <sup>th</sup> Street	Miami Gardens	33169	I	Nakia Bowling, 786-520-4136	Teen Afterschool enrichment
Wayne Rawlins, Consultant, Miami Dade County Anti-Gang Task Force	11490 SW 21st Street	Miramar, Florida	33025-6622	I	<a href="mailto:Wayne@WayneRawlins.com">Wayne@WayneRawlins.com</a>	Walking One Stop community referrals
City of Miami Gardens Police Department	1020 NW 163 <sup>rd</sup> Street	Miami Gardens	33169	I	Alfred Lewers, Major; <a href="mailto:alfred.lewers@mgsdfl.org">alfred.lewers@mgsdfl.org</a>	Police Assisted referrals
Miami Dade County Juvenile Services Department	275 NW 2nd Street, 2nd FL	Miami	33128	I	Morris Copeland; (305) 755-6202	Referrals for intervention and prevention
Jessie Trice Community Health Center	1190 NW 95th St #304,	Miami, FL	33142	I	Annie Neasman; (305) 805-1700	Health care services
Switchboard Miami	190 NE 3rd Street,	Miami, FL	33132	I	Catherine Penrod; 305.358.1640	Information and referral
Institute for Child & Family Health	15490 NW 7th Ave.	Miami Gardens	33169	I	Terri Galindo; (305) 685-8245 x1027	Functional Family Therapy
Kristi House	1265 N.W. 12th Ave.	Miami, FL	33136	I	Natalie Brown, Director of Community Relations; 305-547-6800	Maltreatment Workshops

Informed Families	2490 Coral Way,	Miami, FL	33145	I	Peggy Sapp; (305) 856-4173	Triple P Parent classes
Center for Child & Family Enrichment	1825 NW 167th St #102	Miami Gardens, FL	33056	I	Mary Williams; (305) 624-7420	Individual and Family Counseling Truancy youth
The Resource Room	19715 NW 37th Ave.	Miami Gardens	33056	I	Ebony Jackson; 305-621-1929	GED Preparation
Teen Upward Bound	3869 NW 125th St	Opa-locka, FL	33054	I	Jannie Russell	After School/ Enrichment
Trinity Peacemakers	17801 N.W 2nd Ave	Miami Gardens	33169	I	Linda Freeman; 305-685-8577	Prevention, Enrichment, GED and family counseling services
Jesus Peoples Ministries (JPM Centre)	4055 NW 183rd St	Miami Gardens, FL	33055	I	Barbara Hunter; (305) 625-9630	After school Enrichment
Hialeah-Miami Lakes Senior High	7977 W 12 <sup>th</sup> Ave.	Hialeah	33014	I	Jose Bruno	Referrals
Carol City Sr. High	3301 Miami Gardens Dr.	Miami Gardens	33056	I	J.R. Dunn	Referrals
North Dade Middle School	1840 NW 157 <sup>th</sup> St.	Miami Gardens	33054	I	Dr. Tonya Dillard	Referrals
Carol City Middle School	1235 NW 192nd Terrace	Miami Gardens	33169	I	Joyce Jones	Referrals
Parkway Middle School	2349 NW 175th St	Miami Gardens	33056	I	Fabrice LaGuerre	Referrals
Parkway Elementary	1320 NW 188th Street	Miami Gardens	33169	I	Tracie Lewis	Referrals
Carol City Elementary	4375 NW 173rd Drive	Miami Gardens	33055	I	Patricia Johnson	Referrals
Barbara Hawkins Elementary	19010 NW 37th Avenue	Miami Gardens	33056	I	Rhonda Williams	Referrals

**3. PERFORMANCE MEASURES:**

**a. Quantity: "How much will we do?"**

**Attendance-based activities (Type A)** are intensive services activities in which participants are intended to receive generally three or more contacts. Attendance-Based activities are usually central to program implementation. The table reflects the unduplicated number of participants to be served and the number of required sessions each participant should attend for the program to have an impact. For the Intake, Care Coordination, and Family Team Meeting activities, demographics must be entered for all related family members that are actively involved in the activity, but **attendance is only to be entered for one target adult in the family.**

**Group activities (Type G)** are less intensive services, events which participants attend one or two times. These activities are generally intended to serve as enhancements to other core program activities. The table reflects the total number of participants across all events and the required sessions are the total number of events that will be offered.

<b>Activities/Service Name &amp; Description</b> (Include frequency, intensity, & duration of sessions, as well as the number of cycles expected to be offered and tentative schedule)	<b># Children / Youth</b>	<b># Parents</b>	<b># Others</b>	<b>Required Sessions</b>	<b>% To Meet Required</b>	<b>Activity Type (A or G)</b>	<b>Responsible Agency</b>
<p><b>ELIGIBILITY SCREENING</b></p> <p>Every participant receives a standard screening to determine care coordination eligibility based on risk factors related to absenteeism, maltreatment, and disruptive behavior. Based on degree of concern yielded by screening, participants will either:</p> <p>A) Be Referred for services (different from Care Coordination) within or outside the partnership</p> <p><b>OR</b></p> <p>B) Be referred for Intake.</p> <p>This activity will not be reported for Trust purposes.</p>	<p>Not tracked</p>	<p>Not tracked</p>	<p>Not tracked</p>	<p>Not tracked</p>	<p>Not tracked</p>	<p>N/A</p>	<p>N/A</p>
<p><b>INTAKE (Initial Assessment)</b></p> <p>All participants determined to be eligible for care coordination (through the <b>Screening</b>) receive an Initial Assessment to confirm eligibility. The Assessment defines family strengths and service needs; including the need for Health Insurance and medical home.</p> <p>Based on degree of concern and service needs yielded by the Assessment, participants are either:</p> <p>A) Referred for services within or outside the partnership.</p> <p><b>OR</b></p> <p>B) Be enrolled in Care Coordination.</p>	<p>N/A</p>	<p>180 families /cases</p>	<p>N/A</p>	<p>1</p>	<p>N/A</p>	<p>A</p>	<p>North Dade Youth &amp; Family Coalition</p>

<p>A comprehensive tool must be used to further assess the risk factors noted in the screening and determine if Care Coordination is needed.</p> <p><u>Assessment Measure:</u> North Carolina Family Assessment Scale  <u>Frequency:</u> Once  <u>Schedule:</u> Rolling Enrollment</p> <p>Once a family is enrolled in Care Coordination, the reason(s) for eligibility are to be entered into SAMIS.</p>							
<p><b>CARE COORDINATION</b></p> <p>Participating caregiver receives explanation of care coordination. The results of the initial assessment and outcome measurement tools will be discussed and additional needs for all family members will be identified. These results and discussion should inform the development of the Care Plan, which establishes the framework upon which the family will achieve its goals. The family's support system is identified to define ways they can support the goals established. The Care Plan is to be developed in the first session and within 15 days of the assessment.</p> <p>Follow up sessions must take place at least once a month during the time participants are enrolled in care coordination. Care Coordinator conducts scheduled visits/contacts with family; determines if referrals have been successful; reviews and assists the family in pursuit of their goals in the Care Plan; amends the care plan as necessary; holds multidisciplinary staffing as necessary.</p> <p>When the family and the care coordinator determine the goals of the care plan have been met, and that no additional services are needed, the care coordinator will close out the case.</p> <p><u>Frequency:</u> First session takes place 15 days from the Assessment date.</p>	<p>N/A</p>	<p>153 families /cases</p>	<p>N/A</p>	<p>2 during first 45 days. &amp; Min. 1x month thereafter</p>	<p>85%</p>	<p>A</p>	<p>North Dade Youth &amp; Family Coalition</p>

<p>Minimum of 1 session per month thereafter.  <u>Intensity:</u> Minimum of 45 minutes. Sessions should exceed the minimum as needed.  <u>Duration:</u> Minimum of 4 sessions  <u>Schedule:</u> Rolling Enrollment.</p> <p><b>Referral and referral follow up data will be reported for all participants receiving care coordination</b></p>							
<p><b>FAMILY TEAM MEETING</b></p> <p>Family Team Conferencing</p> <p>Family Team Meetings will be strongly encouraged for families participating in Care Coordination who demonstrate complex needs and/or where risk is present. Through the active collaboration of a team comprised of natural helpers, direct service staff, family members and caretakers, Family Team Meetings are an effective means of developing a service plan based on long term solutions and of resolving issues that put children at risk.</p> <p>These meetings serve to coordinate clinical services; to establish therapeutic goals, discuss therapy &amp; counseling services; to discuss safety issues; and to create a system of support as needed.</p> <p>EBPs to be used include Family Team Conferencing, Family Group Decision Making/Family Group Conferences, and EQUIPO.</p> <p><u>Frequency:</u> as needed  <u>Intensity:</u> 1-2 hours  <u>Duration:</u> as needed  <u>Schedule:</u> Year round</p> <p>This activity will not be included in performance review evaluations.</p>	<p>N/A</p>	<p>75 families /cases</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>A</p>	<p>North Dade Youth &amp; Family Coalition</p>

<p><b>SERVICE PARTNERSHIP MEETINGS</b></p> <p>The lead agency will coordinate regular partnership meetings with the purpose of supporting the development and sustainability of the partnership.</p> <p>These meetings will include activities guided towards generating the deliverables identified in the Quality and Outcomes Tables below.</p> <p>Other activities may include the creation of an asset map and contact database of all services in the target neighborhood; making personal appointments and attending community meetings to determine key leaders and programs; Convene aforementioned key leaders that extend beyond Service Partnership to introduce partnership, assess "community needs" in consult with care coordination assessed needs of clients, and create a possible action plan around issues that can be addressed.</p> <p><u>Frequency:</u> Monthly  <u>Intensity:</u> Minimum of 2 hours  <u>Duration:</u> 12 months (12 meetings)  <u>Schedule:</u> Year round</p>	0	0	26	N/A	N/A	G	North Dade Youth & Family Coalition
<p><b>COMMUNITY ENGAGEMENT</b></p> <p><b>Community Walks</b> - The Walking One Stop is the signature initiative of the Miami-Dade Anti-Gang Strategy and involves elected officials, faith leaders, social and economic service providers along with criminal justice personnel and concerned community activists bringing social and economic service referrals door-to-door in neighborhoods that have experienced recent, severe, or persistent incidents of violence – putting you face to face with residents who are traumatized – truly life changing for both you and the residents. Moreover, the Walking One Stop gives you an opportunity to get the word out about your services and programs.</p>	0	46	65	N/A	N/A	G	North Dade Youth & Family Coalition

<p>Frequency: Bi- Annual  Intensity: 1-3 hour per event  Duration: 1 events  Schedule: Year Round beginning August 2014</p> <p><b>Crime Watch Presentations -</b>  Citizens' Crime Watch is a nonprofit crime prevention program when neighbors become the "Eyes and Ears" of local police department, telephoning the police at the first hint of suspicious activity.</p> <p>Frequency: Bi-Monthly  Intensity: 1-3 hour per event  Duration: 3 events  Schedule: Year Round beginning September 2014</p> <p><b>Community policing events</b> where the community is invited to participate in a resource fair and agencies are invited to display their services with the police department.</p> <p>Frequency: Quarterly  Intensity: 1-3 hour per event  Duration: 1 events</p> <p>Schedule: Year Round beginning October 2014</p> <p><b>Other Community Outreach events</b> school presentations, community centers, agency Open House during school special programs held throughout the community.</p> <p>Frequency: Quarterly  Intensity: 1-3 hour per event  Duration: 4 events  Schedule: Year Round beginning September 2015</p>							
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<p><b>PARENT SUPPORT GROUP</b></p> <p><b>Fatherhood Support Group-- Celebrity Dads</b> Group sessions where fathers participate in a National <i>best-practice</i> model from the National Center for Fathering: "Championship Fathering" by Carey Casey. Participants learn to utilize the following strategies with their children:  <b>1) Loving</b> - Time, talk, and touch to nurture our children as well as honor and respect their mother. <b>2) Coaching</b> - being aware of the child's needs and interests as a coach (and a father) motivate and empower. <b>3) Modeling</b> - power—and the responsibility—of being a role model. <b>4) Encouraging</b> – understanding the need to encourage all kids through coaching and modeling from a mentor or father-figure perspective. <b>5) Enlisting behaviors</b> – Learning advocacy and reaching out to other dads.                  This includes one father/child outing (Average number of participants per cohort is ten)</p> <p><u>Frequency:</u> Three sessions per month  <u>Intensity:</u> 2 hours per session  <u>Duration:</u> Five sessions per cohort group (5)  <u>Schedule:</u> November 2015-December 2015                  January 2016-February 2016; March 2016-April 2016; May 2016-June 2016; June 2016-July 2016</p>	0	40	0	5	85%	A	North Dade Youth & Family Coalition
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**b. Outcomes - Measuring "Is anyone better off?"**

THESE OUTCOMES WILL NOT BE INCLUDED IN THE PERFORMANCE REVIEWS

<b>Outcome*</b>	<b>Data Source/Measurement Tool(s)</b>	<b>Meaningful Improvement</b>	<b>Timing</b> (when will tools be collected)	<b>Associated Activities)</b>
Parents/caregivers will decrease stress related to parenting	<b>Parental Stress Scale (PSS)</b> <ul style="list-style-type: none"> <li>• # of items: 18</li> <li>• Scoring: Sum with Items 1, 2, 5, 6, 7, 8, 17, and 18 reverse scored.</li> <li>• Range: 18-90 (higher scores indicate greater difficulty)</li> </ul>	<p>For participants scoring 38 or higher on the Pre-test, meaningful improvement is measured by at least a 5 points decrease from pre to Post-test or a Post-test score lower than 38.</p> <p>For participants scoring 37 or less on the Pre-test, meaningful improvement is measured by a decrease or maintenance of the Pre-test score.</p>	<p>Pre-test should be administered by the 2<sup>nd</sup> Care Coordination session.</p> <p>Post-test should be administered during the closing session.</p>	Care Coordination
Parents/caregivers will report a decrease in their child's problem behavior	<b>Strengths and Difficulties Questionnaire (SDQ)</b> <ul style="list-style-type: none"> <li>• # items: 20</li> <li>• Scoring: Sum of scores in all of the items of the 4 scales (Emotional Symptoms Scale; Conduct Problems Scale; Hyperactivity Scale; Peer Problems Scale)</li> <li>• Range: 0-40 (higher scores indicate greater difficulty)</li> </ul>	Post-test score must be below 17.	<p>Pre-test should be administered by the 2<sup>nd</sup> Care Coordination session.</p> <p>Post-test should be administered during the closing session.</p>	Care Coordination
Parents/caregivers will increase positive parent/child or family interactions.	<b>Adult Adolescent Parenting Inventory (AAPI): Constructs B through E</b> <ul style="list-style-type: none"> <li>• # items: 33</li> <li>• Scoring: Sten Scores</li> <li>• Range: 1 (highest risk of abusive parenting behaviors) to 10 (lowest risk) for each construct.</li> </ul>	<u>Meaningful Improvement:</u> Measured by a Post-test Sten score of 5 or higher on <b>each</b> of the constructs (out of the high risk category)	Pre-test should be administered by the 2 <sup>nd</sup> Care Coordination session.	Care Coordination

<p>The AAPI is required from at least 10% of the families served through Care Coordination</p>		<p><b>OR</b> a Post-test score of 5 or higher on Construct B and An increase of 1 point in 2 of the 3 other constructs from Pre- to Post-test.</p>	<p>Post-test should be administered during the closing session.</p>	
<p>Child/Youth does not fail any core courses (English, math, science, social studies)</p>	<p><b>School Report Card**:</b> Grades for <b>English, Math, Science and Social Studies</b> <u>Scoring:</u> Grade A-F in each of the four core courses.</p>	<p>All four grades should be higher than F by the end of the school year.</p>	<p>Data will be collected/reported One-time, at the end of the school year.</p>	<p>Care Coordination</p>
<p>Children/youth will not be suspended after receiving services.</p>	<p><b>School Records**</b> <u>Scoring:</u> Total # of outdoor/indoor suspensions from school.</p>	<p>If 2014-15 school records were used as a Pre-test, Post-test should be equal to 0 (zero). If 2015-16 school records were used as a Pre-test, Post-test should be equal to Pre-test.</p>	<p>Pre-test data based on the latest school year records to be reported at enrollment.  Mid-Test data based on school records at the time of closing  Post-test data based on end of school year records and reported in July</p>	<p>Care Coordination</p>

Children/youth will improve school attendance rate.	<b>School Report Cards/Records**</b>		Participants who are at risk for chronic absenteeism (Absent 6% or more days in the school year) will decrease their risk by one or more benchmarks when comparing Pre- to Post-test.  Participants not at risk (94% or higher attendance) for chronic absenteeism will maintain or improve their Attendance Rate %.	Pre-test data based on the latest school year records to be reported at enrollment.  Post-test data based on end of school year records and reported in July	Care Coordination
	<u>Scoring:</u> Attendance Rate % (Number of days absent by the student divided by the total number of school days offered).				
	Benchma rks	Definition			
	No risk	Absent 0-5% of days in the school year			
	At risk	Absent 6-10% of days in the school year			
High Risk/Chr onic Absence	Absent 11-20% or more days in the school year				
Severe Risk/Chr onic Absence	Absent 21% or more days in the school year				

\*\*All providers will obtain parental consent using the form provided in order to comply with FERPA, prior to accessing FERPA-protected school records. Providers are encouraged to report school records directly into SAMIS in those circumstances where the provider has FERPA-compliant, direct, access to school records.

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**4. STAFF QUALIFICATIONS**

Provider 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 Services (Attachment A) and to provide and perform such Services to The Children's Trust's satisfaction. All persons delivering the services described herein must be included in the Position Management module of SAMIS.

Position Title	# Staff	FT/ PT Status	% Effort	Position Type	Key Position for Svcs (X)	Qualifications	Duties
Program Director	1	FT	100	Employee	X	M.Ed. or related field with minimum 10 years overseeing program implementation and compliance	Supervision of program contract, supervision staff and compliance, marketing services and building partner network; works with program evaluator with data collection (baseline, mid-point and end of program documentation) and analysis. Responsible for monthly reporting to The Children's Trust. Supervises all program staff and interfaces with fiscal and financial reporting.
Data Integrity Analyst	1	FT	100	Employee	X	BS/BA degree with minimum 3 years working in non-profit environment including program design, data interpretation, reporting and presenting findings.	Conduct full lifecycle activities to include tracking incoming referrals and assign to appropriate care coordinator; create case file, score assessments, and supervise care coordinator daily activities to ensure meeting contract data requirements. Analyze, design, develop, report and continuously monitor performance and quality control plans to identify improvements. Interpret data, analyze results using statistical techniques and provide recommendations for improvement.

							Acquire data from primary or secondary sources and maintain databases/data systems. Enter data into web-based system to track clients. Utilize The Children's Trust SAMIS Program system to input data. Identify, analyze, and interpret trends or patterns in complex data sets. Filter and "clean" data, and review reports, printouts, and performance indicators to locate and correct any data problems. Interface with clients for client satisfaction.
Senior Care Coordinator Specialist	1	FT	100	Employee	X	BS/BA Social work, education, criminal justice related field with minimum 5 years case management experience or relevant experience in field	Provide intake, assessment and referral for referred youth and families, implement Family Team Conferencing and case management services. The Specialist also recruits fathers into the Parenting Program: Celebrity Dads, implements the Celebrity Dads Project to fathers enrolled into care coordination and is responsible for interfacing with schools.
Care Coordinator(s)	2	FT	100	Employee	X	BS/BA Social work, education, criminal justice related field with minimum 5 years case management experience or relevant experience in field	Provide intake, assessment and referral for referred youth and families, implement Family Team Conferencing and case management services

**\* Provider is cautioned to review Attachment C to this contract for the terms of programmatic performance and data reporting requirements that must be followed in conjunction with the specific terms applicable to this contract in this Attachment A Scope of Services.**

**ATTACHMENT B  
OTHER FISCAL REQUIREMENTS,  
BUDGET AND METHOD OF PAYMENT**

**ATTACHMENT B**  
**OTHER FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT**

**Advance payment requests**

The Children's Trust offers advance payments equal to 15% of the total contract value. Advance requests shall be limited to governmental entities and not-for-profit corporations, in accordance with subsection 216.181 (16) (b), F.S. The advance request must include the amount requested and a justification for the request. Advance requests must be submitted using the designated form and must be approved in writing by The Children's Trust Contract Manager and Chief Financial Officer or their designee.

**Advance repayment**

Advance repayment is due within 60 calendar days of receipt of the advance. Provider shall report the amount of the advance repayment in SAMIS using the "advances/adjustments" button on the SAMIS reimbursement screen. If a provider does not use SAMIS, then they are required to deduct their advance repayment from each invoice, consecutively, until the advance is repaid in full.

**Budget amendments/revisions**

Budget amendments/revisions require written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designee. Request for budget amendments/revisions must be submitted to a Contract Manager using SAMIS, or the appropriate form, as designated by The Children's Trust. All budget amendments/revisions are subject to final approval by The Children's Trust. Budget amendments/revisions cannot be used to increase the total contract amount or to modify the Scope of Services. No more than two budget amendments/revisions may be approved during the contract term. Budget amendments/revisions will be disallowed if they seek to revise retroactive costs not previously budgeted. All amendments/revisions must adjust for operational activity effective as of the previously billed period. Budget amendment/revision requests must be submitted sixty (60) days prior to the expiration of contract. Budget amendments/revisions will be incorporated into the contract.

**Indirect Administrative Costs**

In no event shall The Children's Trust fund indirect administrative costs in excess of ten (10%) percent of the total contract amount.

**List of Approved Certified Public Accountants or Certified Public Accounting Firms**

To receive reimbursement for the preparation of the program specific audit, as defined, provider must choose from a list of approved independent Certified Public Accounting (CPA) firms, which are posted on The Children's Trust website. Inclusion in this pre-approved vendor pool requires that a CPA firm meet the following three criteria:

(a) participation in either the American Institute of Certified Public Accountants (AICPA) or the Florida Institute of Certified Public Accountants (FICPA) peer review program as evidenced by submitting a triennial System Review Report with a passing score to The Children's Trust;

(b) providing documentation that a CPA firm, or one of its associates, has adequate experience in governmental accounting and/or nonprofit accounting with the application of Government Auditing Standards; and

(c) completion of an annual CPA training session sponsored by The Children's Trust finance department.

**Direct Deposit of Payment**

As a requirement of this Contract with The Children's Trust, Provider agrees that prior to, or on the date commencing the effective term of this Contract, Provider will enroll in The Children's Trust direct deposit program. The direct deposit program requires that all reimbursements received from The Children's Trust are directly deposited into the Provider's designated bank account held in a United States financial institution. The format, including the terms and conditions for the direct deposit of payment, can be found at <http://www.thechildrenstrust.org/providers/forms/direct-deposit-enrollment>.

**Cost Reimbursement Method of Payment**

The parties agree that this is a cost reimbursement method of payment contract; Provider shall be paid in accordance with the approved budget and/or approved budget amendments/revisions as set forth in this attachment. Provider also agrees to pay its subcontractors, vendors and employees for the fulfillment of services provided in this contract, on a timely basis.

**Invoice Requirements**

Provider shall submit an electronic request for payment in the SAMIS system in accordance with the approved budget or budget amendments/revisions. The request for payment is due on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which expenditures were paid (exclusive of legal holidays or weekends). The Children's Trust will consider all invoices received after the fifteenth (15<sup>th</sup>) of each month as late, even if the cause of a late submission is due to the delayed approval of a budget or amendment in the SAMIS system. The Children's Trust agrees to reimburse Provider on a monthly basis. Any expense, included on a SAMIS reimbursement that is dated greater than two months prior to the invoice period will not be approved. The Children's Trust reserves the right to request any supporting documentation related to this contract.

If there are subcontractors to this contract, then the Form D: Attestation of Payment must be either uploaded to the SAMIS Document Repository no later than 30 days after payment to subcontractor. Upon the close of this contract, Provider is required to complete Form E: Close-out Attestation of Payment, which must be uploaded to the SAMIS Document Repository no later than thirty (30) days after payment to subcontractor. These forms may be downloaded from The Children's Trust's website. For the purpose of payment only, a subcontractor is defined as an independent agency that has entered into agreement with Provider to perform services pertaining to The Children's Trust funded programs identified in this contract.

A final request for payment (last monthly invoice of the contract term) from Provider will be accepted by The Children's Trust up to forty-five (45) days after the expiration of this contract. If Provider fails to comply, then all rights to payment shall be forfeited.

If The Children's Trust determines that Provider has been paid funds, which are not in accordance with this contract, and to which it is not entitled, then Provider shall return such funds to The Children's Trust or submit appropriate documentation to support the payment within thirty (30) days of notification by The Children's Trust. After thirty (30) days, The Children's Trust may recapture amounts due to The Children's Trust, from this or any contract by reducing amounts requested to be reimbursed less the amount owed to The Children's Trust. The Children's Trust shall have the sole discretion in determining if Provider is entitled to such funds in accordance with this contract, and The Children's Trust's decision on this matter shall be binding.

In the event that Provider, its independent CPA firm or The Children's Trust discovers that an overpayment has been made, Provider shall repay the overpayment within thirty (30) calendar days without prior notification from The Children's Trust.

If Provider fails to serve the number of participants and/or fails to utilize the funds in accordance with the contract, then The Children's Trust may amend the contract to reduce the amount of dollars. Any delay in amendment by The Children's Trust is not deemed a waiver of The Children's Trust's right to amend or seek reimbursement for underserving participants in accordance with the contract.

A SAMIS request for payment will be deemed proper as defined by the Florida Prompt Payment Act, if the request complies with the requirements set forth in this contract and is submitted on the forms prescribed by The Children's Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in the receipt of payment. Late submission may result in delay in the receipt of payment. The Children's Trust shall pay Provider within thirty (30) calendar days of receipt of Provider's properly submitted Request for Payment (i.e., SAMIS invoice) and/or other required documentation.

The Children's Trust may retain any payments due until all required reports, deliverables or monies owed to The Children's Trust are submitted and accepted by The Children's Trust.

**Supporting Documentation Requirements**

Provider shall maintain original records documenting actual expenditures and services provided according to the approved budget and scope of services. Supporting documentation shall be made available and provided to The Children's Trust upon request.

Provider shall keep accurate and complete records of any fees collected, reimbursement or compensation of any kind received from any client or other third party, for any service covered by this contract, and shall make all such records available to The Children's Trust upon request. Provider shall maintain a cost allocation methodology that is used to allocate its costs to ensure that The Children's Trust is paying only its fair share of costs for services, overhead and staffing devoted to the program funded by this contract. Such methodology shall be made available to The Children's Trust upon request.

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**Budget Summary Report - Attachment B**  
**City of Miami Gardens - SPB 1621-3010 / SPP 1503-3010 City of Miami Gardens**  
**Fiscal Year 15-16 (8/1/15 - 7/31/16)**  
**Contract #: 1621-3010**

CSC Program Allocation: \$414,000  
 Budget Status: Submitted

**Salary Accounts**

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
511	Regular Salaries and Wages	0.00	0.00	0.00
521	FICA/MICA	0.00	0.00	0.00
522	Retirement Contributions	0.00	0.00	0.00
523	Life and Health Insurance	0.00	0.00	0.00
524	Workers Compensation	0.00	0.00	0.00
525	Unemployment Compensation	0.00	0.00	0.00
<b>Salary Totals:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Expense Accounts**

Account #	Title	Original Program Budget	Original CSC Budget	Amended CSC Budget
531	Travel (other than participants)	0.00	0.00	0.00
532	Travel (participants)	0.00	0.00	0.00
533	Meals (participants)	0.00	0.00	0.00
534	Space	0.00	0.00	0.00
535	Utilities	0.00	0.00	0.00
536	Supplies (office)	0.00	0.00	0.00
537	Supplies (program)	0.00	0.00	0.00
540	Non-Capital Equipment	0.00	0.00	0.00
550	Capital Equipment	0.00	0.00	0.00
591	Indirect Cost	12,000.00	12,000.00	12,000.00
611	Subcontractor	398,000.00	398,000.00	398,000.00
711	Professional Services (instructors)	0.00	0.00	0.00
721	Professional Services (certified teachers)	0.00	0.00	0.00
731	Professional Services (tutors)	0.00	0.00	0.00
741	Professional Services (consultants)	0.00	0.00	0.00
791	Professional Services (other)	0.00	0.00	0.00
811	Other (advertising)	0.00	0.00	0.00
821	Other (background screening)	0.00	0.00	0.00
831	Other (admission to field trips)	0.00	0.00	0.00
891	Other (other)	0.00	0.00	0.00
529	Fringe Benefits (other)	0.00	0.00	0.00
841	Program Specific Audit	4,000.00	4,000.00	4,000.00
751	Professional Services (Evaluation)	0.00	0.00	0.00

**Expense Accounts**

<b>Account #</b>	<b>Title</b>	<b>Original Program Budget</b>	<b>Original CSC Budget</b>	<b>Amended CSC Budget</b>
851	Other (Volunteers)	0.00	0.00	0.00
852	Other (Special Events)	0.00	0.00	0.00
853	Other (Required Staff Training)	0.00	0.00	0.00
854	Other (Discretionary Funds)	0.00	0.00	0.00
855	Other (conference registration)	0.00	0.00	0.00
<b>Expense Totals:</b>		<b>414,000.00</b>	<b>414,000.00</b>	<b>414,000.00</b>
<b>Salary and Expense Totals:</b>		<b>414,000.00</b>	<b>414,000.00</b>	<b>414,000.00</b>

**Program Funders  
Summary Funders**

<b>Funder Type</b>	<b>Funder</b>	<b>Total</b>	<b>Comment</b>
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**Summary Funder Totals:**

**Comprehensive Budget/Amendment Report - Attachment B**  
**City of Miami Gardens - SPB 1621-3010 / SPP 1503-3010 City of Miami Gardens**  
 Fiscal Year 15-16 (8/1/15 - 7/31/16)  
 Contract #: 1621-3010  
 Original Budget

**Expense Data**

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
529	Fringe Benefits (other)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**  
 =0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
531	Travel (other than participants)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**  
 =0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
532	Travel (participants)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**  
 =0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
533	Meals (participants)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
534	Space	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
535	Utilities	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
536	Supplies (office)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
537	Supplies (program)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
540	Non-Capital Equipment	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
550	Capital Equipment	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
591	Indirect Cost	12,000.00	12,000.00	12,000.00	12,000.00

**Original Budget Calculation:**

=12000

**Original Budget Narratives:**

General overhead expenses necessary to operate the program, liability insurance, payroll expenses, accounting, etc. Indirect cost is approximately 2.9% of the total contract value.

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
611	Subcontractor	398,000.00	398,000.00	398,000.00	398,000.00

**Original Budget Calculation:**

=398000

**Original Budget Narratives:**

see attached budget

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
711	Professional Services (instructors)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
721	Professional Services (certified teachers)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
731	Professional Services (tutors)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
741	Professional Services (consultants)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
751	Professional Services (Evaluation)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
791	Professional Services (other)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
811	Other (advertising)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

New

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
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821	Other (background screening)	0.00	0.00	0.00	0.00
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**Original Budget Calculation:**  
=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
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831	Other (admission to field trips)	0.00	0.00	0.00	0.00
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**Original Budget Calculation:**  
=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
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841	Program Specific Audit	4,000.00	4,000.00	4,000.00	4,000.00
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**Original Budget Calculation:**  
=4000

**Original Budget Narratives:**

Program Specific Audit

**Budget Amendment Narratives:**

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
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851	Other (Volunteers)	0.00	0.00	0.00	0.00
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**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
852	Other (Special Events)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
853	Other (Required Staff Training)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date: -

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
854	Other (Discretionary Funds)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
855	Other (conference registration)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date:

Account #	Account Name	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
891	Other (other)	0.00	0.00	0.00	0.00

**Original Budget Calculation:**

=0+0

**Original Budget Narratives:**

**Budget Amendment Narratives:**

Approved Date:

Expense Totals	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget
	414,000.00	414,000.00	414,000.00	414,000.00

Salary and Expense Totals	Orig CSC Budget	Amend CSC Budget	Orig Prog Budget	Amend Prog Budget





<b>Other</b>	<b>18,338.90</b>
Emergency Assistance to families	14,000.00
Advertising	1,338.90
Training	3,000.00
<b>Other - Additional (List each)</b>	<b>3,000.00</b>
	0.00
National Wraparound Fidelity Index	
Case Management Database	3,000.00
Software - NCFAS-G	0.00
<b>Administrative/Indirect Costs</b>	0.00
(Can not exceed 10%)	3.6%
	13,950.00
<b>TOTAL BUDGET</b>	<b>398,000.00</b>

<b>0.00</b>	
	approx \$200.00 per family x 70 families
	Advertising = Webmaster \$100/hr x 5 hours ea. = \$500; Brochures - graphic design \$100; 1000 brochures = \$400; ballpoint pens = 300 @ \$0.49 ea = \$147; Magnets - \$0.38 x 505 = \$192.
	Training - CPR Training = \$80 ea. X 6 = \$480; Human Resource Leadership Development \$350; Resolving Conflict \$225 x 6 = \$1350; Conflict Resolution training @ \$136.60 each x 6 = \$819.60
<b>0.00</b>	
<b>0.00</b>	
	Apricot CTK 10 users @ \$250/mo x 12 months
<b>0%</b>	<b>\$0.00</b>

**ATTACHMENT C  
PROGRAMMATIC/INITIATIVE  
PERFORMANCE AND DATA  
REPORTING REQUIREMENTS**

**Attachment C: Data Requirements and Program Progress Metrics**

**SERVICE PARTNERSHIPS**

The Children’s Trust requires collecting ongoing measures of progress on the quantity, quality and effects of service efforts. The purpose of data collection, reporting and analysis is to promote continuous improvements in program quality and outcome achievement. Successful programs regularly monitor the quality of their own implementation at the site level, offer staff training and coaching on program components, and incorporate feedback from participants and staff. Program progress metrics may be revised throughout the funding cycle depending on the initiative needs and additional program data.

<b>PARTICIPANT DEMOGRAPHICS</b>	
<b>DATA REQUIREMENT</b>	<b>PROGRAM PROGRESS METRICS</b>
<p><u>Participant Demographics</u>: Providers are expected to collect and report the participant identifiable information specified in the Child and Adult Information Forms and in the demographics screens in our data reporting system.</p> <p>Providers will update participant demographics regularly when new information is collected (e.g., new address, grade level).</p>	<p><u>Target Population</u>: Providers are expected to enroll and serve participants who meet the eligibility criteria, identified in the Target Population section of Attachment A.</p> <p><u>Families of Children with Disabilities</u>: Programs are expected to serve the number of families with children with disabilities specified in Attachment A.</p>
<b>PARTICIPANT ATTENDANCE</b>	
<b>DATA REQUIREMENT</b>	<b>CONTRACT PROGRESS METRICS</b>
<p><u>Attendance-based Data</u>: Attendance-based activities are ongoing intensive services that represent the core program activities and are attended by participants regularly (typically more than two times).</p>	<p><u>Program Participation</u>: Programs are expected to ensure that services offered are being utilized by participants.</p> <p><u>Participant Retention</u>: The contracted number of participants are receiving the contracted number of sessions (i.e., the expected and appropriate dosage)</p>
<p><u>Group-based Data</u>: Group-based activities are one or two time events for which demographics and individual attendance are not collected. These activities are generally open to the public and do not require program enrollment. They are reported in the data system using aggregate attendance numbers.</p>	<p>Programs are expected to ensure that activities are offered and conducted as specified in Attachment A.</p>

<b>PARTICIPANT OUTCOMES</b>	
<b>DATA REQUIREMENT</b>	<b>CONTRACT PROGRESS METRICS</b>
<p><u>Performance Measures (PM) Data:</u> Measures of participant outcomes should be used both for the purposes of understanding and tailoring to meet individual needs at program entry (pre-tests) and for tracking changes or benefits realized over the course of the program (through comparing pre/post-tests). The specific outcomes and administration points for each contract are described in detail in Attachment A.</p> <p>If the original formats of the required measures are not appropriate for some participants, providers may utilize approved adaptations or alternate assessments, in consultation with The Trust and its program and professional development providers.</p>	<p><u>Participant Testing/Timely Screenings:</u> Providers are expected to collect and report on the outcome measures and screening tools identified in Attachment A on a timely and accurate manner.</p> <p><u>Actual Outcome Achievement:</u> Refers to the number and percentage of participants who meet each required outcome in relation to the number of participants who were expected to meet it.</p> <p><u>Timely Referral/Referral Completion:</u> Based on the results of the screenings specified in Attachment A, providers are expected to connect families with identified services needed. In addition to providing timely referrals, providers are expected to follow up to ensure families are receiving the quality services they need.</p>
<b>PROGRAM QUALITY MEASURES</b>	
<b>DATA REQUIREMENT</b>	<b>CONTRACT PROGRESS METRICS</b>
<p><u>Satisfaction Survey:</u> Providers are expected to administer satisfaction surveys to all parents upon completion of services or at the end of the contract year if the family is rolling over into the next year. The Trust's satisfaction survey guidelines can be found at The Children's Trust website.</p> <p>Providers are required to submit a summary of their satisfaction survey results through a web-based reporting system.</p>	<p><u>Participant Satisfaction:</u> Satisfaction surveys help gauge various dimensions of participants' and caregivers' overall satisfaction with programming (including safety, program elements most liked and those in need of change, and whether the programming help children, or other participants). Providers should be able to describe how they use participant feedback to continuously learn about ways to improve their programs.</p>

<b>PROGRAM QUALITY MEASURES</b>	
<b>DATA REQUIREMENT</b>	<b>CONTRACT PROGRESS METRICS</b>
<p><b>Personnel Records:</b> Providers shall maintain a personnel file for each staff member involved in the program, including in-kind staff and volunteers. Each file should contain, at a minimum, background screening results, proof of required education, professional development credits/non-credits hours, and any required certifications or licensures.</p>	<p><b>Staff Qualifications and Retention:</b> Providers are expected to hire and retain staff and subcontractors with the necessary qualifications/credentials. Providers are expected to produce proof of required experience, education, and certifications/licensures as specified in Attachment A, staffing table.</p> <p><b>Professional Development:</b> Providers are expected to create and implement a program and professional development plan that meets all training and certification requirements of the selected EBP(s) and tools as applicable.</p> <p><b>Trust-sponsored/facilitated Trainings:</b> Providers must ensure appropriate staff and subcontractors attend various trainings provided by The Trust's program and professional development providers annually. At a minimum, staff will be required to attend the following annually:</p> <ul style="list-style-type: none"> <li>• New and renewal contract development;</li> <li>• Contract management trainings;</li> <li>• The Children's Trust provider meetings</li> <li>• SAMIS training for budgets, amendments, invoices, SAMIS programmatic and reports trainings.</li> <li>• Content specific trainings related to program quality and performance measures.</li> </ul>
<p><b>Program Service Delivery:</b> Providers are expected to deliver contracted services with fidelity to Attachment A.</p>	<p><b>Activities Observation:</b> Supervisors must regularly monitor staff as well as subcontractors using the appropriate fidelity tool as well as hold regular reflective supervision meetings to ensure high quality service delivery. The Trust will complete various program observations and monitoring site visits throughout the contract year. Program observation visits may be announced or unannounced. In addition, providers are expected to participate in technical assistance and quality improvement activities provided by professional development providers.</p>

**ADDITIONAL REQUIREMENTS**

**Compliance Items:** Provider shall comply with all applicable compliance items specified in the core contract, related contract attachments, and the "Required Documentation Checklist" posted on The Children's Trust website.

**Accommodations for Families of Children with Disabilities:** The Children's Trust expects all programs to serve families of children with disabilities, regardless of disability type or level, provided they can be safely and reasonably accommodated in accordance with the Americans with Disabilities Act (ADA). Providers who need assistance in determining whether they can safely and reasonably accommodate a family must contact their assigned Inclusion Specialist from the resources available through The Children's Trust. All families must be admitted into programs unless the assigned Inclusion Specialist determines reasonable accommodations cannot be made.

**Program Narrative Report:** The Program Narrative Report captures a brief report of the program's successes, challenges, and support needed. The report will be submitted to The Trust via the web-based reporting system and following the guidelines provided in the Data Reporting Timeline below.

**Accurate Timely Data Entry:** Providers are expected to enter demographic, attendance, screening, and assessment data in a timely manner, contributing to data accuracy and real time use of data. Providers are expected to have processes in place to ensure data quality and integrity. Providers are expected to collect and report outcome and screening data on all participants in our data reporting system.

**Data Reporting Timeline:** Provider shall comply with the web-based reporting requirements set forth in the tables below. With each submission, Provider shall attest, based on his/her best knowledge, information and belief, that all data submitted in conjunction with the reports are accurate, truthful and complete. Providers will report individual participant attendance for each month by the 15<sup>th</sup> of the following month at the latest.

<b>Due Date*</b>	<b>What to Report in the Web-Based Reporting System</b>
15 <sup>th</sup> Day Each Month	- Prior month's new participant demographics, attendance data, screening data, and any testing data
November 15 <sup>th</sup>	- Program Narrative Report (For services and activities rendered in August, September, and October)
February 15 <sup>th</sup>	- Program Narrative Report (For services and activities rendered in November, December, and January)
May 15 <sup>th</sup>	- Program Narrative Report (For services and activities rendered in February, March, and April)
August 15 <sup>th</sup>	- Aggregated satisfaction survey responses - Program Narrative Report (For services and activities rendered in May, June, and July)

\*NOTE: If a reporting due date falls on a weekend or holiday, the document shall be due on the following business day.

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**ATTACHMENT D  
PROGRAM SPECIFIC AUDIT  
REQUIREMENTS**

**Attachment D  
Program Specific Audit Requirements**

The Program Specific Audit must encompass an audit of The Children's Trust contracts in accordance with section O3: Program Specific Audit of this contract. The comprehensive nature of auditing performed in accordance with the standards set forth below places on the independent certified public accounting firm (CPA) the responsibility for ensuring that (1) the audit is conducted by personnel who have the necessary skills; (2) independence is maintained; (3) applicable standards are followed in planning and conducting audits and reporting the results; (4) the organization has an appropriate internal quality control system in place; and (5) the organization undergoes an external quality control review.

**Program Specific Audits must be conducted in compliance with AU-C 935 and are required to include performing tests of controls over compliance.**

**An auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance; and in doing so; the assessed control risk must be assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or material weakness) should be reported.**

**The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in The Children's Trust contracts.**

The Program Specific Audit requires the following components (a sample format may be found on The Children's Trust website):

- a. Independent Auditor's Report on the Schedule of Expenditures of The Children's Trust Contracts;
- b. Schedule of Expenditures of The Children's Trust Contracts;
- c. Notes to Schedule;
- d. Independent Auditor's Report on Compliance for each of The Children's Trust Contracts and Report on Internal Control over Compliance; and
- e. Schedule of Findings and Questioned Costs.

At a minimum, the auditor must include the following tests in their audit program to ensure that the compliance requirements set forth in The Children's Trust compliance supplement are met. They are:

**The Children's Trust Compliance Supplement to the Program Specific Audit:**

Compliance Requirement	Program Specific Audit Implication	Example
a). Internal Controls	1). An auditor's risk assessment must include an expectation of the operating effectiveness of controls over compliance; and in doing so; the assessed control risk must be assessed at low during the planning stage. If the auditor determines a lack of controls and identifies risk of material noncompliance that demonstrates internal controls do not exist or are not effective regarding the compliance requirement, a response to such risks should be developed, and a finding (significant deficiency or	A). Controls tested during the financial statement audit may not consider compliance as it relates to the Children's Trust contracts. Overall control risk must consider each compliance requirement tested during the program specific audit. Separate risk assessment procedures and materiality should be performed and generated for a program specific audit.

Compliance Requirement	Program Specific Audit Implication	Example
	<p>material weakness) should be reported.</p> <p>The auditor's test work and sample size of each compliance requirement should be the result of the assessed level of inherent risk and control risk as it relates to each compliance requirement as stated in The Children's Trust contracts.</p>	
<p>b). Budget vs. Actual Expenditures</p>	<p>1). The approved budget is to include the original approved contract as well as any approved budget amendments/revisions.</p>	<p>A). Testwork should include a schedule identifying each contract and its original/amended budget, monthly billings, contract utilization and any analytical expectations that may identify any overbillings.</p> <p>i. SAMIS does not allow providers to overbill any budgeted line item or contract allocation, however, if contract utilization is greater or less than expected, this could indicate that a budgeted salary rate is not the employee's actual rate. Provider must compensate employees at the rate stated on the budget. Any difference in rate would warrant a finding in the Program Specific Audit Report.</p>
<p>c). Allowable/Unallowable Activities and Costs</p> <p><u>Common unallowable costs:</u></p> <p>1. Salary rates, payroll methods and hours billed do not match original or amended budgets.</p> <p>2. The amount of fringe benefits billed to the Trust is actually for employees not included in contract budget and unrelated to the program.</p>	<p>1). Requires that the nature of services and type of costs paid are in agreement with the contractual budget and/or budget amendment/revision's scope of services and budget guidelines.</p> <p style="text-align: center;">AND/OR</p> <p>Requires that activities performed or costs paid with The Children's Trust funds are listed in the contractual budget narrative or a contractual</p>	<p>A). If Provider asks to be reimbursed for 6 field trips to teach children social skills, then were those field trips enumerated in either the contractual budget narrative or the contractual Scope of Services?</p> <p>B). If the contractual budget, lists a Program Coordinator position at \$25.00/hour, then does the provider actually pay and charge The Children's Trust \$25.00/hour?</p>

Compliance Requirement	Program Specific Audit Implication	Example
<p>3. Professional services are billed within regular salaries and wages.</p> <p>4. Capital purchases disguised as repairs.</p> <p>5. Sales taxes and tips.</p> <p>6. Fuel</p> <p>7. Food and beverage costs for parties, celebrations, end-of-program events, and conferences or conventions, unless while attending an out-of-town conference or convention.</p> <p>8. Monetary gift cards as incentives.</p> <p>(A detailed listing of all costs and activities considered allowed and un-allowed can be viewed in the <i>Budget Guidelines</i> form on the Children's Trust website, <a href="http://www.thechildrenstrust.org/providers/forms">www.thechildrenstrust.org/providers/forms</a>.)</p>	<p>budget amendment/revision narrative.</p> <p>2). Any cost or service billed that is not approved in the contract budget is a finding and reported as a questioned cost on the Program Specific Audit Report.</p> <p>3). If any cost or service is billed in more than one contract, and the billings are in excess of the total disbursement, or approved allocation, the expense has been <u>overbilled</u> or <u>doubled billed</u> and should be considered a finding.</p> <p>4). Children's Trust funds must supplement a program, <u>supplanting is unallowable</u>. A provider may not use contract funds to defray any costs that the recipient already is obligated to pay. (See example F)</p>	<p>C). If the contractual budget, lists a Program Coordinator's position, with dedicated time charged to The Children's Trust program of 25%, then does the provider keep records of an employee's time to substantiate that 25% of time was in fact earned and charged to The Children's Trust program?</p> <p>D). If 3 contracts list a Program Coordinator's total budgeted salary as \$100,000 and each contract will reimburse \$35,000 (35%), then a possible overbilling of \$5,000 may have occurred (<math>\\$35,000 \times 3 = \\$105,000</math> or <math>35\% \times 3 = 105\%</math> Children's Trust salary allocation).</p> <p>E). If an invoice is submitted to The Children's Trust that includes food charges for end of the year parties and celebrations, is that cost allowable per The Children's Trust budget guidelines? Food costs for end of year celebrations are NOT allowable per The Children's Trust budget guidelines.</p> <p>F). If a provider, prior to applying to participate in the contracted program, had committed to purchase 10 new computers for another program, then the provider must purchase those 10 computers in addition to any computers requested for the Children's Trust program.</p>
<p>d). Cash Management</p>	<p>1). With the exception of the last month of the contract period, do monthly invoices represent cost actually paid during the contract period (cash basis), rather than costs incurred or accrued.</p>	<p>A). If payroll is paid on 3/31, is it included in March's reimbursement?</p> <p>B). If payroll is paid on 4/1, but represents time charged in March, is it included in April's reimbursement?</p>

Compliance Requirement	Program Specific Audit Implication	Example
<p>e). Period of Availability</p>	<p>1). Requires Provider to charge The Children's Trust grant with only allowable costs resulting from obligations incurred during the funding period.</p>	<p>A). If the active contract period extends from 8/1/15 through 7/31/16, and Provider expenses \$250.00 for office supplies on 9/30/15, does that expenditure apply to the active contract period?</p> <p>B). The following items warrant the most attention at the beginning and end of contract periods:</p> <ul style="list-style-type: none"> <li>i. Payroll from expired contract is billed in the first month of renewed contract is unallowable if it was paid during the invoiced month but was incurred in prior contract. Reporting requirements for final invoice allow this payroll to be expensed and reimbursed in prior contract. Only the portion of payroll incurred during the contract period may be billed.</li> <li>ii. Utilities</li> <li>iii. Insurances</li> </ul>
<p>f). Special Provisions</p>	<p>1). Eligibility requirements related to contract expectations such as type of participants served, number of participants served and background checks should NOT be tested as part of The Children's Trust program specific audit. The program specific audit is meant to test the fiscal viability of the provider. Therefore, certain core contract provisions that support the fiscal viability of the provider should be tested.</p>	<p>Each of the following special provisions must be tested:</p> <p>A). Insurance requirements (further description in Section K of Core Contract)</p> <ul style="list-style-type: none"> <li>i. Auditor should determine if all applicable insurance policies were carried during the fiscal year.</li> </ul> <p>B). Proof of tax status (further description in Section L)</p> <ul style="list-style-type: none"> <li>ii. Auditor should vouch to applicable documents verifying that all incurred payroll and unemployment taxes have been paid.</li> </ul> <p>C). Data security obligation (further description in Section 0.12 of the Core Contract)</p>

Compliance Requirement	Program Specific Audit Implication	Example
		<ul style="list-style-type: none"> <li>i. Auditor should obtain and/or understand the Provider's data security policy.</li> </ul> <p>D). Subcontractor agreements (if applicable)</p> <ul style="list-style-type: none"> <li>i. Auditor should obtain and understand any agreements made with subcontracted parties. Additionally, the auditor should obtain an understanding of any Provider monitoring procedures.</li> </ul> <p>E). Matching Funds</p> <ul style="list-style-type: none"> <li>i. In some cases, a required match is contracted. This will be indicated in Section D of the base contract. Verify the applied method the provider uses to satisfy match requirements. Also, verify that provider maintains documentation to backup match requirements.</li> </ul>

The independent auditor's report shall state that the audit was conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the Program Specific Audit requirements listed in The Children's Trust contract.

**ATTACHMENT E-1  
AFFIDAVIT UNDER PENALTY OF  
PERJURY FOR LEVEL 2 BACKGROUND  
SCREENINGS**



**ATTACHMENT E-2  
CHILD CARE  
AFFIDAVIT OF GOOD MORAL  
CHARACTER**

## ATTACHMENT E-2

## CHILD CARE AFFIDAVIT OF GOOD MORAL CHARACTER



State of Florida

County of \_\_\_\_\_

Before me this day personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says:  
(Applicant's/Employee's Name)

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with \_\_\_\_\_, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by Chapter 435 Florida Statutes in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

## Relating to:

Section 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 777.04	attempts, solicitation, and conspiracy
Section 782.04	murder
Section 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071	vehicular homicide
Section 782.09	killing an unborn child by injury to the mother
Chapter 784	assault, battery, and culpable negligence, if the offense was a felony
Section 784.011	assault, if the victim of offense was a minor
Section 784.03	battery, if the victim of offense was a minor
Section 787.01	kidnapping
Section 787.02	false imprisonment
Section 787.025	luring or enticing a child
Section 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011	sexual battery
Former Section 794.041	prohibited acts of persons in familial or custodial authority
Section 794.05	unlawful sexual activity with certain minors
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Section 810.02	burglary
Section 810.14	voyeurism, if the offense is a felony
Section 810.145	video voyeurism, if the offense is a felony
Chapter 812	theft and/or robbery and related crimes, if a felony offense
Section 817.563	fraudulent sale of controlled substances, if the offense was a felony
Section 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04	incest
Section 827.03	child abuse, aggravated child abuse, or neglect of a child
Section 827.04	contributing to the delinquency or dependency of a child
Former Section 827.05	negligent treatment of children
Section 827.071	sexual performance by a child
Section 843.01	resisting arrest with violence
Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution

- Chapter 847                   obscene literature
- Section 874.05(1)       encouraging or recruiting another to join a criminal gang
- Chapter 893                   drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- Section 916.1075       sexual misconduct with certain forensic clients and reporting of such sexual conduct
- Section 944.35(3)       inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40           escape
- Section 944.46           harboring, concealing, or aiding an escaped prisoner
- Section 944.47           introduction of contraband into a correctional facility
- Section 985.701         sexual misconduct in juvenile justice programs
- Section 985.711         contraband introduced into detention facilities

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at \_\_\_\_\_ in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that my record does not contain any of the above listed offenses. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: \_\_\_\_\_

**Sign Above OR Below, DO NOT Sign Both Lines**

To the best of my knowledge and belief, my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record. (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)  
Affiant personally known to notary

OR

Affiant produced identification  
Type of identification produced: \_\_\_\_\_

**ATTACHMENT E-3  
CHILD ABUSE & NEGLECT REPORTING  
REQUIREMENTS**

ATTACHMENT E-3



**Child Abuse & Neglect Reporting Requirements**

All child care personnel are mandated by law to report their suspicions of child abuse, neglect, or abandonment to the Florida Abuse Hotline in accordance with s. 39.201 of the Florida Statutes (F.S.).

- \* Child care personnel must be alert to the physical and behavioral indicators of child abuse and neglect. "Child Abuse or Neglect" is defined in s. 39.201, F.S., as "harm or threatened harm" to a child's health (mental or physical) or welfare by the acts or omissions by a parent, adult household member, other person responsible for the child's welfare, or for purposes of reporting requirements by any person.

**Categories include:**

- Physical Abuse or Neglect (i.e. unexplained bruises, hunger, lack of supervision...)
- Emotional Abuse or Neglect (i.e. impairment in the ability to function, depression...)
- Sexual Abuse (i.e. withdrawal, excessive crying, physical symptoms...)

- \* Reports must be made immediately to the Florida Abuse Hotline Information System by
  - Telephone at 1-800-96-ABUSE (1-800-962-2873), or
  - Fax at 1-800-914-0004, or
  - Online at <http://www.dcf.state.fl.us/abuse/report/>.
- \* Failure to perform duties of a mandatory reporter pursuant to s. 39.201, F.S. constitutes a violation of the standards in ss. 402.301-319, F.S. and is a felony of the third degree. **Remember**, it is each child care personnel's responsibility to report suspected abuse and/or neglect.
- \* All reports are confidential. However, persons who are mandated reporters (child care personnel) are required to give their name when making a report.
- \* It is important to give as much identifying and factual information as possible when making a report.
- \* Any person, when acting in good faith, is immune from liability in accordance with s. 39.203(1)(a), F.S.
- \* For more information about child abuse and neglect, visit the Department's website at [www.myflorida.com/childcare](http://www.myflorida.com/childcare) and select "Training Requirements." The Department offers a 4-hour *Identifying and Reporting Child Abuse and Neglect* course for child care providers. This course is an overview of the various types of abuse and neglect, indicators that may be observed, the legal responsibility of mandatory reporters, and the proper procedure for reporting abuse and neglect, as required by ss. 402.305(2) and 402.313(1), F.S. The course is offered both online and instructor-based throughout Florida.

This statement is to verify that on \_\_\_\_\_, 20\_\_\_\_, I, \_\_\_\_\_  
Date Print Name of Employee

Read and understood the information and my mandated reporting requirements.

\_\_\_\_\_  
 Signature of Employee (for facility or large family child care home)

\_\_\_\_\_  
 Signature of Operator

**ATTACHMENT E-4  
BACKGROUND SCREENING  
& PERSONNEL FILE REQUIREMENTS**

**ATTACHMENT E-4**



**BACKGROUND SCREENING  
& PERSONNEL FILE REQUIREMENTS**

Place in employee file and attach all background screening documentation.  
Authority: s. 402.301-319, F.S., and s. 435, F.S.

Name of Employee: \_\_\_\_\_  
Name of Facility: \_\_\_\_\_

\*Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Employment Date: \_\_\_\_\_

\*Pursuant to Chapter 435.05, F.S., the Department's license/registration application requires personnel to give their Social Security number for the purposes of background screening. Social security numbers are used by the Department for identity verification only.

Position Classification (check one)	Position Type (check all that apply)	Age Group Assigned (check one)	Education Level (check one)
Child Care Personnel Intermittent Volunteer Other Personnel	Owner Director Lead Teacher (must select age group) VPK Instructor Assistant Teacher Substitute	0 – 12 Months 1 Year 2 Years 3 Years 4 Years 4 Years VPK 5+ Years Mixed Not Applicable	No High School/GED High School Student High School/GED National Early Childhood Credential Birth Through Five Child Care Credential School-Age Child Care Credential Associates Degree Bachelor's Degree Master's Degree or Higher

**SCREENING DOCUMENTATION**

All child care personnel are required by law to be screened pursuant to Chapter 435, F.S., as a condition of employment and continued employment.

**Initial Screen**

	Date Livescanned <u>FDLE/ FBI</u>	Date completed <u>FDLE/ FBI</u>
FINGERPRINT		
Affidavit of Good Moral Character (due on or before employment, following a 90 day break, or when changing employers)		N/A

**5 Year Re-screen**

	Date Livescanned	Date completed
FINGERPRINT		
FINGERPRINT		
FINGERPRINT		

**OTHER REQUIREMENTS**

Date Employment References Checked: \_\_\_\_\_

Names of References (attach additional documentation if necessary):

Leave of Absence Documentation from Employer (if applicable)

# **ATTACHMENT G DATA SECURITY DEFINITIONS**

**ATTACHMENT G**  
**Data Security Definitions**

**"Authorized Employees"** means Provider's employees who have a need to know or otherwise access Personal Information to enable Provider to perform its obligations under this Agreement.

**"Authorized Persons"** means (i) Authorized Employees; or (ii) Provider's subcontractors approved by The Children's Trust who have a need to know or otherwise access Personal Information to enable Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

**"Unauthorized Third Party"** means any person other than Authorized Employee or Authorized Person(s).

**"Highly-Sensitive Personal Information"** means an individual's (i) government-issued identification number (including, without limitation, social security number, driver's license number or state-issued identified number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or (iii) biometric or health data.

**"Personal Information"** includes Highly-Sensitive Personal Information or any of the following:

(i) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

- (1) A social security number;
- (2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
- (3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
- (4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
- (5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

(ii) User name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Notwithstanding the foregoing, the term "Personal Information" shall not include information (1) about an individual that has been made publicly available by a federal, state, or local governmental entity; or (2) that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

**"Security breach"** or **"breach"** means unauthorized access of data in electronic form containing personal information, or a breach or alleged breach of this Agreement relating to such privacy practices. Good faith access of Personal Information by an employee or agent of the covered entity shall not constitute a breach of security under this Agreement, so long as the information is not used for a purpose unrelated to the business of The Children's Trust, or as a result of any other unauthorized use.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<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				
<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>	NA			
		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>	Felicia Robinson, Vice Mayor		<b>Department:</b>	<i>Office of the Mayor &amp; Council</i>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING MIAMI-DADE COUNTY RESOLUTION NUMBER R-809-15 CODESIGNATING A PORTION OF 175TH STREET BETWEEN NW 27TH AVENUE AND NW 37TH AVENUE AS "OFFICER THELMA HARRIS WAY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

Thelma Harris became the first black female police officer in the state of Florida in June 1962 when she joined the Miami-Dade Police Department. Her successful career with the department spanned the course of 20 years.

A local columnist gave her the title of “Lady Behind the Badge”, for her community service work with children. Officer Harris worked in the schools, as what we now call a resource officer; she helped to create an “Officer Friendly” program and worked undercover on the force, which was one of her passions. She became upset when the Officer Friendly program received national attention consequently blowing her undercover status.

Officer Harris studied at Florida A&M University, later earning an associate of arts in police science and criminology from Miami-Dade Community College, a bachelor’s in continuing studies at the University of Miami, and a master’s of science in human resources from Biscayne College, now known as St. Thomas University.

As a charter member of Mt. Hermon AME church she served in various capacities for over 58 years; Vice President of the United Women’s Ministry and as a member of the choir.

Miami-Dade Commissioner Barbara J. Jordan, Seat 1 sponsored resolution R-809-15 codesignating NW 175<sup>th</sup> Street from NW 27<sup>th</sup> Avenue to NW 37<sup>th</sup> Avenue as “Officer Thelma Harris Way”; urging City of Miami Gardens to join with her in support.

#### **Fiscal Impact**

#### **Proposed Action:**

Vice Mayor Felicia Robinson is seeking the approval of City Council to adopt this resolution to support Miami-Dade County’s resolution no. R-809-15 for co-designating a portion of 175<sup>th</sup> Street between 27<sup>th</sup> Avenue and 37<sup>th</sup> Avenue be renamed, “Officer Thelma Harris Way”.

#### **Attachment:**

Attachment A – Miami-Dade County Resolution No. R-809-15

## RESOLUTION NO. 2016\_\_\_\_\_

1  
2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 MIAMI GARDENS, FLORIDA, SUPPORTING MIAMI-DADE  
5 COUNTY RESOLUTION NUMBER R-809-15 CODESIGNATING A  
6 PORTION OF 175TH STREET BETWEEN NW 27TH AVENUE  
7 AND NW 37TH AVENUE AS "OFFICER THELMA HARRIS WAY;  
8 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;  
9 PROVIDING FOR AN EFFECTIVE DATE.

10  
11 WHEREAS, on October 6, 2015, the Miami-Dade County Board of County  
12 Commissioners adopted Resolution No. R-809-15 designating Northwest 175th Street  
13 from N.W. 27<sup>th</sup> Avenue to NW. 37<sup>th</sup> Avenue as "Officer Thelma Harris way," and

14 WHEREAS, Thelma Gaitor Freeman Harris, was the first Black Female police  
15 officer in Florida and was a 20-year veteran with the Miami-Dade Police Department,  
16 and

17 WHEREAS, Officer Harris died on July 4, 2015 at the age of 88, and

18 WHEREAS, Officer Harris earned an Associate of Arts in Police Science and  
19 Criminology from Miami-Dade Community College, a Bachelors in Continuing Studies at  
20 the University of Miami, and a Masters of Science in Human Resources from Biscayne  
21 College, now known as St. Thomas University, and

22 WHEREAS, in June 1962 Officer Harris became the first Black Female police  
23 officer in Florida when she joined the Miami-Dade Police Department, and

24 WHEREAS, she served on the Miami-Dade Police Department for 20 years  
25 before retiring in 1982, and

26 WHEREAS, in addition to her frequent undercover work with the Department,  
27 Officer Harris worked as a School Liaison Officer for junior high schools in the North  
28 District and Hialeah to improve the image of police officers and their careers, and

29 WHEREAS, outside of policing, Officer Harris was a pioneer member of Mount  
30 Herman AME Church for 58 years where she sang in the choir, and

31 WHEREAS, she was a soprano soloist with the Miami Oratorio Society and  
32 served as Vice President of the United Women's Missionary, and

33 WHEREAS, the City Council would like to co-designate NW 175<sup>th</sup> Street from  
34 NW 27<sup>th</sup> Avenue to NW 37<sup>th</sup> Avenue as "Officer Thelma Harris Way, and

35 WHEREAS, NW 175<sup>th</sup> Street from NW 27<sup>th</sup> Avenue to NW 37<sup>th</sup> Avenue is a  
36 County Road located in the City of Miami Gardens, and

37 WHEREAS, in accordance with Section 34-233 of the City of Miami Gardens  
38 Code of Ordinances, said co-designation must be unanimous, and

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

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

44 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens  
45 hereby supports Miami-Dade County Resolution Number R-809-15 codesignating a  
46 portion of 175<sup>th</sup> Street between NW 27<sup>th</sup> Avenue and NW 37<sup>th</sup> Avenue as "Officer  
47 Thelma Harris Way.

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

50 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
51 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2016.

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

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**ATTEST:**

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

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: FELICIA ROBINSON, VICE MAYOR

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

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

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

# MEMORANDUM

Agenda Item No. 5(B)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 6, 2015

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution codesignating NW  
175<sup>th</sup> Street from NW 27<sup>th</sup>  
Avenue to NW 37<sup>th</sup> Avenue as  
"Officer Thelma Harris Way";  
urging the City of Miami  
Gardens to join in this  
codesignation

Resolution No. R-809-15

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/lmp



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 6, 2015

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 5(B)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor **173 of 268**

Veto \_\_\_\_\_

Override \_\_\_\_\_

Agenda Item No. 5(B)

10-6-15

RESOLUTION NO. R-809-15

RESOLUTION CODESIGNATING NW 175TH STREET FROM NW 27TH AVENUE TO NW 37TH AVENUE AS "OFFICER THELMA HARRIS WAY"; URGING THE CITY OF MIAMI GARDENS TO JOIN IN THIS CODESIGNATION

**WHEREAS**, Thelma Gaitor Freeman Harris, the first black female police officer in Florida and a 20-year veteran with the Miami-Dade Police Department, died on July 4, 2015 at the age of 88; and

**WHEREAS**, Harris earned an associate of arts in police science and criminology from Miami-Dade Community College, a bachelor's in continuing studies at the University of Miami, and a master's of science in human resources from Biscayne College, now known as St. Thomas University; and

**WHEREAS**, in June 1962, Harris became the first black female police officer in Florida by joining the Miami-Dade Police Department, and she served with the department for 20 years before retiring in 1982; and

**WHEREAS**, in addition to her frequent undercover work with the department, Harris worked as a police-school liaison officer for junior high schools in the North District and Hialeah to help improve the image of police officers and their careers; and

**WHEREAS**, outside of policing, Harris was a pioneer member of Mount Hermon AME Church for 58 years, where she sang in the choir; and

**WHEREAS**, Harris was also a soprano soloist with the Miami Oratorio Society and served as vice president of the United Women Missionary; and

**WHEREAS**, this Board would like to honor the memory of Officer Thelma Harris by codesignating NW 175th Street from NW 27th Avenue to NW 37th Avenue as "Officer Thelma Harris Way"; and

**WHEREAS**, NW 175th Street from NW 27th Avenue to NW 37th Avenue is a County road located in the City of Miami Gardens; and

**WHEREAS**, this proposed codesignation is located in County Commission District 1,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Having considered this matter at a public hearing, codesignates NW 175th Street from NW 27th Avenue to NW 37th Avenue as "Officer Thelma Harris Way".

**Section 2.** Urges the City of Miami Gardens to join in this codesignation.

**Section 3.** Directs the Clerk of the Board to transmit a certified copy of this resolution to the Miami Gardens City Council, the Miami Gardens City Manager, the United States Postal Service, the Traffic Signals and Signs Division of the Public Works and Waste Management Department, the Development Services Division of the Regulatory and Economic Resources Department, the Miami Gardens Police Department and the Miami-Dade Fire Rescue Department.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman			<b>aye</b>
Esteban L. Bovo, Jr., Vice Chairman			<b>aye</b>
Bruno A. Barreiro	<b>aye</b>	Daniella Levine Cava	<b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson	<b>aye</b>
Sally A. Heyman	<b>absent</b>	Barbara J. Jordan	<b>aye</b>
Dennis C. Moss	<b>aye</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>	Xavier L. Suarez	<b>aye</b>
Juan C. Zapata	<b>absent</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

MM

Michael J. Mastrucci



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>
	X			<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>
<b>Funding Source:</b>	<b>General Fund – Media &amp; Events and Information Technology</b>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>		<b>Yes</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>	NA		
	X					
<b>Strategic Plan Related</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b>  Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input checked="" type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> <i>(list the specific objective/strategy this item will address)</i>		
	X					
<b>Sponsor Name</b>	Erhabor Ighodaro, Council Member		<b>Department:</b>	<i>Media &amp; Events Information Technology</i>		

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE LAUNCH OF THE CITY OF MIAMI GARDENS “GRIO” RADIO STATION WITH LIVE 365; APPROVING PROPOSED POLICIES AND PROCEDURES; AND AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO LAUNCH THE MIAMI GARDENS “GRIO” RADIO STATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

Councilman Ighodaro recommends launching the City’s first 24-hour internet radio station, City of Miami Gardens GRIO Radio, in January 2016. The City will contract with Live 365, a company who has been the

leading online radio network offering broadcast services and radio programming since it was founded in Silicon Valley in 1999. Live 365's advanced broadcasting tools, built-in music licensing, and worldwide distribution will enable the City to legally create and distribute a branded radio channel.

Programming format for City of Miami Gardens GRIO Radio will be music and talk. Working thru the Media and Events Department, interviews will be schedule and broadcasted on this station. Live 365 has a policy of a commercial-free zone; they pay royalties to labels, artists, songwriters, and publishers through established royalty collection organizations within the United States and Canada, including ASCAP, BMI, SESAC, SoundExchange, and SOCAN; and has mobile app capability.

**Fiscal Impact**

Startup equipment and supplies will cost approximately \$2700 which will cover the costs of two dedicated computers, mixer, microphones, and headphones. General funds will be used to cover these startup costs. The monthly service charge of \$110 will be covered by Events and Media budget.

**Proposed Action:**

It is being recommended by Councilman Ighodaro that City Council support the launch of City of Miami Gardens Grio Radio; approve proposed Policies and Procedures; and authorize the City Manager to take any and all necessary steps to launch this station.

**Attachment:**

Attachment A: Proposed Policies and Procedures

Attachment B: Federal Communication Commission Policies

1 RESOLUTION NO. 2016\_\_\_\_\_

2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI  
4 GARDENS, FLORIDA, AUTHORIZING THE LAUNCH OF THE CITY OF  
5 MIAMI GARDENS "GRIO" RADIO STATION WITH LIVE 365;  
6 APPROVING PROPOSED POLICIES AND PROCEDURES ATTACHED  
7 HERETO AS EXHIBIT "A"; AND AUTHORIZING THE CITY MANAGER  
8 TO TAKE ANY AND ALL STEPS NECESSARY TO LAUNCH THE MIAMI  
9 GARDENS "GRIO" RADIO STATION; PROVIDING FOR THE ADOPTION  
10 OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

11  
12 WHEREAS, Councilman Erhabor Ighodaro recommends that the City  
13 launch Miami Gardens "GRIO", and

14 WHEREAS, the programming format for Miami Gardens "GRIO" will  
15 include both music and talk radio, and

16 WHEREAS, Live 365 offers online, commercial free programming, and

17 WHEREAS, Councilman Ighodaro further recommends that the City  
18 contract with Live 365 to provide broadcasting services, and

19 WHEREAS, the initial startup costs will be approximately Two Thousand  
20 Seven Hundred Dollars (\$2,700.00), and

21 WHEREAS, the payment of a monthly service fee of One Hundred and  
22 Ten Dollars (\$110.00) to Live 365 will be allocated from Events and Media  
23 budget,

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

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

29 Section 2: AUTHORIZATION: The City Council of the City of Miami  
30 Gardens hereby authorizes the launch of the City of Miami Gardens "GRIO" radio

31 station with Live 365; approves the Policies and Procedures attached hereto as  
32 Exhibit "A;" and further authorizes the City Manager to take any and all steps  
33 necessary to launch Miami Gardens "GRIO" radio station.

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

36 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
37 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_,  
38 2016.

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

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44

45

46 **ATTEST:**

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48

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

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52

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

54

55

56 SPONSORED BY: COUNCILMAN ERHABOR IGHODARO, PH.D.

57

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

59

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

61

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

## City of Miami Gardens Policies and Procedures

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### **CALLS TO ACTION:**

Miami Gardens Radio is a non-commercial station and therefore cannot air standard broadcast commercials. We can air underwriting announcements (CDA's) which give the name, address, phone number and other incidentals about a sponsoring business. At no time can an underwriting message include a 'call to action'. This is an invitation for a listener to do something, such as go to a place, buy an item or try a product.

'Call to action' rules also apply to on-air talent. Talent cannot urge listeners to do any of these things, if a commercial product is involved. That means you cannot invite listeners to see a band, movie, play or other performance. You can tell your audience that such an event is taking place and where it is, but you cannot urge them to go to it. This is especially true of commercial products, which should not be mentioned over the air, except in CDA's.

A 'call to action' is permissible if you are discussing a non-profit event or organization, and no fees are charged to the participant. You can also give a 'call to action' if the City of Miami Gardens is sponsoring an event, such as a concert (i.e. Jazz In The Gardens).

### **FORUM:**

The Miami Gardens airwaves will not be used as a personal forum to offer opinions on subjects or advocate action in public matters. Similarly, the Miami Gardens airwaves cannot be used as a personal forum to air disparaging comments about Miami Gardens' policies, personnel, listeners or others.

## **GUESTS:**

All guests (non-Miami Gardens personnel) must be pre-registered with the Program Director (Public Affairs Director). All guests will be pre-recorded and interviews/discussions aired at a later date.

## **IDENTIFICATION:**

The Federal Communications Commission requires that all radio stations announce a legal station identification at the top of each hour. This station ID must air any time between :55 and :05. A legal ID must include the station call letters and city of license adjacent to each other, with nothing in between. A legal ID for our station, therefore, would include the phrase "Miami Gardens Radio, Miami Gardens, FL (until name is determined)". This phrase, announced in that manner, must be part of the ID. You may add slogans or other identifiers before or after that phrase, but that phrase must appear. Simply saying "Miami Gardens" does not constitute a legal ID and would be unacceptable to the FCC.

Legal ID's are not required if we are broadcasting continuous, long-form programs (i.e., concerts, speeches, etc.), but the ID should be given immediately following these programs.

Legal ID's are also required when signing the station back on the air following a dark period. This usually means when the station signs on in the morning, but can also mean other times of the day. If the station transmitter, for instance, goes off the air for some reason, you should give a legal ID when you return to the air.

## **LOGS:**

The Federal Communications Commission requires all radio stations, including Miami Gardens Radio to maintain transmitter

logs and retain these logs for two years. These are legal documents and must, therefore, be handled with care. You are required to sign on and sign off the log in the appropriate places and note the time at which you began and ended your shift. Transmitter readings must be taken at the times called for on the log, and must be properly noted. Any information that comes from the Emergency Alert System (EAS) unit must be torn off and stapled to the transmitter log, with a note explaining when the information was aired (if pertinent). Any equipment problems should be written on the log in the 'Notes' section.

Program logs are also essential to the operation of our station. These logs indicate when and if certain programs aired. This is especially important if advertisers question whether or not their CDA's actually aired. Follow the program logs and check off any announcements (CDA's, promos, PSA's) which air during your shift.

You are also required to keep a music log during your shift. This enables you to refer to music when you speak on the air, and also allows the Program Director (Public Affairs Director) to determine what music is being played over our station.

## **MUSIC:**

The Live 365 music library is the only source for music played at this station, with the exception of music played during specialty shows. Talent may not bring music in from a personal collection for use during a show.

## **OBSCENITY:**

The U.S. Criminal Code prohibits broadcasts of obscene, indecent or profane language over the air. The FCC, therefore, prohibits obscene and indecent broadcasts. The goal of the prohibition concerning indecency is to safeguard children from patently offensive descriptions of sexual or excretory activities

or organs, and to enable parents to decide effectively what material their children will see or hear.

As Miami Gardens Radio (until name is determined) is committed to full compliance with the law and with FCC rules and policies, the decision should be made not to broadcast such material in any case in which there is likelihood that particular material may be indecent.

The FCC defines *indecent* matter as language or material that depicts or describes sexual or excretory activities or organs, in terms that are patently offensive as measured by contemporary community standards for the broadcast medium.

The FCC defines *obscenity* as material the average person; applying contemporary standards (in the local community) would find appeals to the prurient interest. The work depicts or describes in a patently offensive manner sexual conduct specifically defined by applicable state law, and the work, as a whole, lacks serious literary, artistic, political or scientific value.

Obscene and indecent broadcasts are prohibited at all times.

Whether broadcast material, which deals with sexual or excretory organs or activities, may be indecent depends largely on the context in which it is presented. Although there can be no complete list of prohibited subject matter, FCC decisions indicate that the following subjects should be avoided:

- masturbation
- ejaculation
- breast size
- penis size
- sexual intercourse
- nudity

- urination
- oral-genital contact
- erections
- sodomy
- bestiality
- menstruation
- testicles

In addition, the following 'seven dirty words' singled out under former FCC indecency policies should be avoided:

- f\*ck
- sh\*t
- p\*ss
- m\*\*\*\*\*f\*\*\*er
- c\*\*\*s\*\*\*er
- c\*nt
- t\*t

Other slang terms, synonymous with the above words, should also be avoided.

Inclusion of these topics or words in programming should serve as a 'red flag' that further review is necessary to ensure that the broadcast does not involve indecent material.

Descriptions of sexual or excretory activities or organs should be avoided. Although it may in some instances be acceptable merely to mention such activities or organs, descriptions of such matters are more likely to be unacceptable, particularly if the discussion dwells on them in a pandering or titillating fashion. The more detailed the discussion or description, and the more sensational in terms, the greater the risk that it could be found indecent.

The context of potentially offensive language is critical to indecency determinations. The sexual or excretory premise of

programming can aggravate the patent offensiveness of what is said and transform merely offensive material into material that is considered indecent. For example, a clinical discussion of sexual activity could be acceptable while similar mention of the same activity as part of an extended pandering discussion, even if intended to be humorous, might not be.

Among the factors the FCC considers in evaluating the context of offensive material are whether the actual words or descriptions are vulgar or shocking; the manner in which the language or depictions are portrayed; whether the offensive material is isolated or fleeting; the accessibility of the material to children; and, to some extent, the merit of the material.

Isolated or occasional use of expletives or offensive language is not necessarily sufficient to support a finding of indecency. Deliberate and repetitive use of expletives in an offensive manner, however—repetition for its own sake or to shock or titillate—should be avoided.

Whether innuendo and double entendre may be judged indecent depends on the context in which they are presented. Words that in one context are simply innuendo may be rendered explicit in other contexts if they are interwoven with explicit references, which make their meaning clear and capable of only one interpretation. Innuendo and double entendre thus may be considered indecent if surrounding explicit references make the meaning of the entire discussion clear.

As the goals of the FCC's indecency policy are to protect children from offensive programming, innuendo and double entendre should be avoided if children could understand them.

**Song lyrics are subject to the same indecency prohibition as other types of broadcasts.**

The FCC has indicated that it will aggressively enforce its rules and policies against indecency and obscenity. Congressional pressure for such enforcement has been strong. FCC decisions indicate that stations will be presumed to be aware of the indecency prohibition and the nature of broadcasts which have been found to be indecent. The FCC has recently fined stations broadcasting obscene and indecent material between \$7,000 and \$35,000! It is imperative that you know and follow these rules and that Miami Gardens adhere to these guidelines.

Talent at Miami Gardens Radio (until name is determined) should not swear or use foul language over the air at any time. Persons who do are subject to disciplinary action and possible dismissal. Please remember that the FCC guidelines also apply to song lyrics. When playing music with questionable lyrics, please follow the FCC guidelines stated above. If there are questions in your mind as to whether a song is suitable for airplay, it is always better to remove the song from the air. If you have any questions, please ask.

You may sometimes inadvertently play a song that contains unacceptable lyrics. Should this occur, please stop the song as soon as you hear something objectionable, and go on to another selection. You will not be blamed for playing inappropriate songs if you play the song by mistake and you take it off the air immediately.

Miami Gardens Radio (until name is determined) will also not air material which a large segment of the local population would find offensive or harmful. Specifically,

- no words or lyrics which promote drug and/or alcohol use,  
suicide or death shall be used on this station.

- no words or lyrics which degrade people on the basis of their race, ethnicity, sexual orientation or religious beliefs shall be used on this station.

### **PAYOLA:**

It is a federal crime to promote a song or artist or play a song for money or other recompense. This is payola and plugola, and violators of this rule will be dismissed from the station and are subject to prosecution by the government.

### **PUBLIC FILE:**

All radio stations are required to maintain a public file. This is file of documents which the Federal Communications Commission considers important to our station and listeners. This file includes copies of FCC applications, ownership and employment reports, requests for airtime from political candidates and documents showing how are station discusses local issues which are of importance to our community. The public file is located in the main station hallway, in the top drawer of the file cabinet. Any member of the public who wants to see an item from the public file has a right to do so. If you are at the station when this occurs, you are entitled to ask the person what portions of the public file he or she would like to see, and bring that portion of the file to them. If someone requests copies of public file documents, that also can be done for a nominal charge. For more information on public file access, see the notice next to the public file in the main hallway.

Should a representative from the Federal Communications Commission come to our station and request documents from

the public file, that person, upon proper identification, should be given complete access to the file and its contents.

The public file is available for inspection during normal business hours, and Miami Gardens must give the public access to this file during that time. At times, because of lack of staff, the door leading into the Miami Gardens' offices is locked to prevent unauthorized persons from entering. There will be a sign posted on the door instructing persons who wish to enter the office/studio to call the Public Affairs Office. This notice would satisfy FCC requirements of station access during business hours.

## **SPECIALTY PROGRAMS:**

Specialty programs are a very important part of our programming at Miami Gardens Radio. The following guidelines will be used to consider airing specialty programs on Miami Gardens Radio (until name is determined):

1. The program must be unique in that this type of program is unavailable on local commercial radio.
2. The program must be educationally or creatively worthwhile.
3. The program must generate enough interests from listeners to acquire motivated, responsible hosts now and in the future.
4. The program must have a conceivable audience.

## **TAG TEAMS:**

Tag-team broadcasts, (duos or trios doing a show together) are prohibited without the prior consent of the Program Director (Public Affairs Director). It is the belief of Miami Gardens Radio (until name is determined) that when more than one person is

on the air at a time, the program degenerates into a silly exercise, with a lot of inside jokes and other references that mean nothing to our audience. Tag-teams will, therefore, not be allowed on the air unless they can demonstrate that they can handle their program professionally.

### **17. TELEPHONE:**

It is illegal to put a person on the air without their permission. Our station can be heavily fined for violating this rule. If you are interviewing someone for airplay, make sure you have their permission to use the interview on the air, let the subject know when you are starting to record the interview, and let them know when you have stopped the tape so that they know when the interview is over. All interviews are pre-recorded before airing (i.e. Hot 105 interviews).

### **18. VIOLATIONS:**

Violations of Miami Gardens policies and procedures will result in verbal warnings, written warnings, and/or dismissal from the staff of Miami Gardens Radio/Public Affairs Office.

## **PROGRAM LOG EXPLANATIONS:**

**SIGN ON STATEMENT:** For those signing on in the morning. This statement should be read over the air when signing on the station. It is found in the program clocks binder.

**PSA:** This is a public service announcement. PSA's should be played immediately following the news. PSA's are found on the computer audio system.

**LIVE IN-HOUSE PROMO:** These are promos of Miami Gardens' programs which are read live by talent.

**PROMO:** This is a pre-recorded segment used to promote a program on Miami Gardens Radio. Promos should only be played between songs and never before or after a live rap.

**WEATHER:** Weather is read live at the top of the hour and 30 minutes past each hour. Weather is received from our wire service, and should be checked periodically for updates. Weather should also be edited to cut out unnecessary information. Make sure you have the proper weather forecast for South Florida.

**READ OFTEN:** Read oftens tell of an event or events that will be happening in the City of Miami Gardens or in the community. Read them as written, and read a different one each hour.

**COMMUNITY CALENDAR:** This is pre-recorded and lists events happening in the community. Play this program at the time called for on the program log.

**CDA:** If a program is sponsored, it will have one or more CDA's. CDA's are located in the computer audio system. Play a specific CDA when called for on the program log.

**EAS:** All radio stations are required to have a functioning Emergency Activation System (EAS) to inform the public of severe weather and other emergencies. When you are called upon to send an EAS test, do so by following the EAS instructions in the Miami Gardens Information Notebook in the control room. EAS tests can be moved, so if you are unsure how these should be done, you may find a staffmember to assist you when it is convenient for that person to help. EAS tests, must however, be aired and cannot be deleted. When you complete the test, log the time of the test and sign your initials on the transmitter log.

We receive emergency information over the EAS unit, and this information should be broadcast to the public as quickly as possible. When emergency information is sent to us, tear the paper from the unit and read the information over the air at your earliest opportunity. Then, sign and date the back of the transmitted statements and attach them to the transmitter log. If we are in the midst of a weather watch or other type of emergency, the information should be repeated as often as possible. If weather is extremely threatening, other staffmembers should be called in and continuous broadcasts about the weather situation should be aired. Remember, that we could be the only link the public has with official information, and this is a great responsibility. Make certain that this information gets on the air so that our listeners are informed. Lives could be at stake.

**SIGN-OFF STATEMENT:** This should be read each night before the station is shut down.

## **NEWS COVERAGE:**

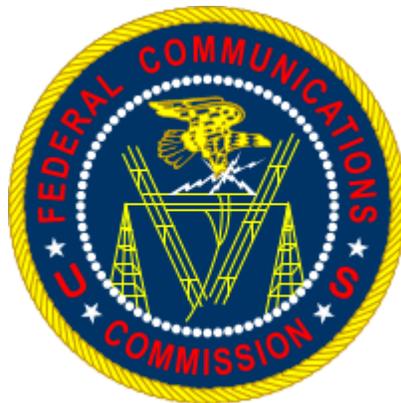
News coverage is a very important part of our mission at Miami Gardens. As a non-commercial, governmental band radio station, we are required by the Federal Communications Commission to devote a certain amount of our programming to news and public affairs. Our goal in news coverage should be to bring as much **local** coverage to our audience as possible.

If you are a newsreader, you will follow the newscast format designed by the Program Director (Public Affairs Director). In the event that there is a local news story to report, however, you will make room in your newscast for this story. You may have to either read a written story that is left for you, or play a report off the computer that has been done by someone else.

You may also have to play an 'actuality' during your newscast. An 'actuality' is a segment of an interview which has been cut to fit into a story. There may be times when you have to read a script and insert an 'actuality' in the middle of the story. When this occurs, the 'actuality' will be loaded into the computer and labeled so that you are airing the proper cart. If you have any difficulties with this, please see the Program Director (Public Affairs Director).

# **THE PUBLIC AND BROADCASTING:** **How to Get the Most Service from Your Local Station**

Revised July 2008



Prepared by: The Media Bureau  
Federal Communications Commission  
Washington, D.C.

You can obtain a hard copy of “The Public and Broadcasting” from your local broadcast station, or by calling the FCC toll-free at 1-(888)-225-5322 (1-(888)-CALL FCC) (Voice) or 1-(888)-835-5322 (1-(888)-TELL FCC) (TTY). This document can also be found on the Commission’s website at: [http://www.fcc.gov/mb/audio/decdoc/public\\_and\\_broadcasting.html](http://www.fcc.gov/mb/audio/decdoc/public_and_broadcasting.html). That version will be updated periodically and will contain the most recent revisions.

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## INTRODUCTION

This Manual is published by the Federal Communications Commission (the “FCC” or the “Commission”), the federal agency directed by Congress to regulate broadcasting. It provides a brief overview of the FCC’s regulation of broadcast radio and television licensees, describing how the FCC authorizes broadcast stations, the various rules relating to broadcast programming and operations with which stations must comply, and the essential obligation of licensees that their stations serve their local communities. The Manual also outlines how you can become involved in assessing whether your local stations are complying with the FCC’s rules and meeting these service obligations, and what you can do if you believe that they are not.

In exchange for obtaining a valuable license to operate a broadcast station using the public airwaves, each radio and television licensee is required by law to operate its station in the “public interest, convenience and necessity.” This means that it must air programming that is responsive to the needs and problems of its local community of license.

To do so, each station licensee must affirmatively identify those needs and problems and then specifically treat those local matters that it deems to be significant in the news, public affairs, political and other programming that it airs. As discussed at page 29 of this Manual, each station must provide the public with information about how it has met this obligation by means of quarterly reports, which contain a listing of the programming that it has aired that the licensee believes provided significant treatment of issues facing the community. As discussed in detail at pages 25-31 of this Manual, each station also must maintain and make available to any member of the public for inspection, generally at its studio, a local public inspection file which contains these reports, as well as other materials that pertain to the station’s operations and dealings with the FCC and with the community that it is licensed to serve. The public file is an excellent resource to gauge a station’s performance of its obligations as a Commission licensee. In the future, television stations with websites will be required to post most of the content of their public files on their websites, or on the website of their state local broadcasters association, if permitted.

The purpose of this Manual is to provide you with the basic tools necessary to ensure that the stations that are licensed to serve you meet their obligations and provide high quality broadcast service. Station licensees, as the trustees of the public’s airwaves, must use the broadcast medium to serve the public interest. We at the FCC want you to become involved, if you have any concerns about a local station – including its general operation, programming or other matters – by making your opinion known to the licensee and, if necessary, by advising us of those concerns so that we can take appropriate action. An informed and actively engaged public plays a vital role in helping each station to operate appropriately and serve the needs of its local community.

This Manual provides only a general overview of our broadcast regulation. It is not intended to be a comprehensive or controlling statement of the broadcast rules and policies. Our Internet home page ([www.fcc.gov](http://www.fcc.gov)) contains additional information about the Commission, our rules, current FCC proceedings, and other issues. At the close of each section of this Manual, we provide links to those places on the FCC website that provide additional information about the subject matter discussed in the section. Although we will periodically update this Manual and

maintain the current version on the FCC website at [www.fcc.gov/mb/audio/decdoc/public\\_and\\_broadcasting.html](http://www.fcc.gov/mb/audio/decdoc/public_and_broadcasting.html), we urge you to also make use of the resources contained in these links, which may outline any more recent developments in the law not discussed in the current version of the Manual. If you have any specific questions, you may also contact our Broadcast Information Specialist for radio or television, depending on the nature of your inquiry, by calling toll-free, by facsimile, or by sending an e-mail in the manner noted at pages 32-33 of this Manual.

## **THE FCC AND ITS REGULATORY AUTHORITY**

**The Communications Act.** The FCC was created by Congress in the Communications Act for the purpose of “regulating interstate and foreign commerce in communication by wire and radio so as to make available, so far as possible, to all the people of the United States, without discrimination on the basis of race, color, religion, national origin, or sex, a rapid, efficient, Nation-wide, and world-wide wire and radio communications service . . . .” (In this context, the word "radio" covers both broadcast radio and television.) The Communications Act authorizes the FCC to "make such regulations not inconsistent with law as it may deem necessary to prevent interference between stations and to carry out the provisions of [the] Act." It directs us to base our broadcast licensing decisions on the determination of whether those actions will serve the public interest, convenience, and necessity.

**How the FCC Adopts Rules.** As is the case with most other federal agencies, the FCC generally cannot adopt or change rules without first describing or publishing the proposed rules and seeking comment on them from the public. We release a document called a Notice of Proposed Rule Making, in which we explain the new rules or rule changes that we are proposing and establish a filing deadline for public comment on them. (All such FCC Notices are included in the Commission’s Daily Digest and are posted on our website at [http://www.fcc.gov/Daily\\_Releases/Daily\\_Digest](http://www.fcc.gov/Daily_Releases/Daily_Digest)). After we have had a chance to hear from the public and have considered all comments received, we generally have several options. We can: (1) adopt some or all of the proposed rules, (2) adopt a modified version of some or all of the proposed rules, (3) ask for public comment on additional issues relating to the proposals, or (4) end the rulemaking proceeding without adopting any rules at all. You can find information about how to file comments in our rulemaking proceedings on our Internet website at [www.fcc.gov/cgb/consumerfacts/howtocomment.html](http://www.fcc.gov/cgb/consumerfacts/howtocomment.html). The site also provides instructions on how you can file comments electronically. In addition to adopting rules, we also establish broadcast regulatory policies through the individual cases that we decide, such as those involving license renewals, station sales, and complaints about violations of FCC rules.

**The FCC and the Media Bureau.** The FCC has five Commissioners, each of whom is appointed by the President and confirmed by the Senate. Serving under the Commissioners are a number of Offices and operating Bureaus. One of those is the Media Bureau, which has day-to-day responsibility for developing, recommending, and administering the rules governing the media, including radio and television stations. The FCC’s broadcast rules are contained in Title 47 of the Code of Federal Regulations (“CFR”), Parts 73 (broadcast) and 74 (auxiliary broadcast,

including low power TV, and translator stations). Our rules of practice and procedure can be found in Title 47 CFR, Part 1. A link to those rules can be found on our website at [http://wireless.fcc.gov/index.htm?job=rules\\_and\\_regulations](http://wireless.fcc.gov/index.htm?job=rules_and_regulations). Additional information about the Commission's Offices and Bureaus, including their respective functions, can be found at <http://www.fcc.gov/aboutus.html>.

**FCC Regulation of Broadcast Radio and Television.** The FCC allocates (that is, designates a portion of the broadcast spectrum to) new broadcast stations based upon both the relative needs of various communities for additional broadcast outlets and specified engineering standards designed to prevent interference among stations and to other communications users. As noted above, whenever we review an application – whether to build a new station, modify or renew a license or sell a station – we must determine if its grant would serve the public interest. As discussed earlier, we expect station licensees to be aware of the important problems and issues facing their local communities and to foster public understanding by presenting programming that relates to those local issues. As discussed in this Manual, however, broadcasters – not the FCC or any other government agency – are responsible for selecting the material that they air. By operation of the First Amendment to the U.S. Constitution, and because the Communications Act expressly prohibits the Commission from censoring broadcast matter, our role in overseeing program content is very limited.

We license only individual broadcast stations. We do not license TV or radio networks (such as CBS, NBC, ABC or Fox) or other organizations with which stations have relationships (such as PBS or NPR), except to the extent that those entities may also be station licensees. We also do not regulate information provided over the Internet, nor do we intervene in private disputes involving broadcast stations or their licensees. Instead, we usually defer to the parties, courts, or other agencies to resolve such disputes.

## **THE LICENSING OF TV AND RADIO STATIONS**

**Commercial and Noncommercial Educational Stations.** The FCC licenses FM radio and TV stations as either commercial or noncommercial educational (“NCE”). (All AM radio stations are licensed as commercial facilities.) Commercial stations generally support themselves through the sale of advertising. In contrast, NCE stations generally meet their operating expenses with contributions received from listeners and viewers, and also may receive government funding. In addition, NCE stations may receive contributions from for-profit entities, and are permitted to acknowledge such contributions or underwriting donations with announcements naming and generally describing the contributing party or donor. However, NCE stations may not broadcast commercials or other promotional announcements on behalf of for-profit entities. These limitations on NCE stations are discussed further at page 21 of this Manual.

**Applications to Build New Stations; Length of the License Period.** Before a party can build a new TV or radio station, it first must apply to the FCC for a construction permit. The applicant must demonstrate in its application that it is qualified to construct and operate the station as specified in its application and that its proposed facility will not cause objectionable interference

to any other station. Once its application has been granted, the applicant is issued a construction permit, which authorizes it to build the station within a specified period of time, usually three years. After the applicant (now considered a “permittee”) builds the station, it must file a license application, in which it certifies that it has constructed the station consistent with the technical and other terms specified in its construction permit. Upon grant of that license application, the FCC issues the new license to operate to the permittee (now considered a “licensee”), which authorizes the new licensee to operate for a stated period of time, up to eight years. At the close of this period, the licensee must seek renewal of its station license.

**Applications for License Renewal.** Licenses expire and renewal applications are due on a staggered basis, based upon the state in which the station is licensed. Before we can renew a station’s license, we must first determine whether, during the preceding license term, the licensee has served the public interest; has not committed any serious violations of the Communications Act or the FCC’s rules; and has not committed other violations which, taken together, would constitute a pattern of abuse. To assist us in this evaluative process, a station licensee must file a renewal application (FCC Form 303-S), in which it must respond concerning whether:

- it has sent us certain required reports;
- neither it nor its owners have or have had any interest in a broadcast application involved in an FCC proceeding in which character issues were resolved adversely to the applicant or were left unresolved, or were raised in connection with a pending application;
- its ownership is consistent with the Communications Act’s restrictions on licensee interests held by foreign governments, foreign corporations, and non-U.S. citizens;
- there has not been an adverse finding or adverse final action against it or its owners by a court or administrative body in a civil or criminal proceeding involving a felony, mass media-related antitrust or unfair competition law, the making of fraudulent statements to a governmental unit, or discrimination;
- there were no adjudicated violations of the Communications Act or the Commission's rules during the current license term;
- neither the licensee nor its owners have been denied federal benefits due to drug law violations;
- its station operation complies with the Commission's radiofrequency (“RF”) radiation exposure standards;
- it has, in a timely manner, placed and maintained certain specified materials in its public inspection file (as discussed at pages 25-31 of this Manual);
- it has not discontinued station operations for more than 12 consecutive months during the preceding license term and is currently broadcasting programming;
- it has filed FCC Form 396, the Broadcast Equal Employment Opportunity Program Report; and
- if the application is for renewal of a television license, it has complied with the limitations on commercial matter aired during children’s programming and filed the necessary Children’s Television Programming Reports (FCC Form 398) (as discussed at page 17 of this Manual).

**Digital Television.** After February 17, 2009, all full-power TV stations are required to stop

broadcasting in analog and continue broadcasting only in digital. This is known as the “DTV transition.” Because digital is much more efficient than analog, part of the scarce and valuable spectrum that is currently used for analog broadcasting will be used for important new services such as enhanced public safety communications for police, fire departments, and emergency rescue workers. Part of the spectrum will also be made available for advanced wireless services such as wireless broadband.

Digital broadcasting also enables television stations to offer viewers several benefits. For example, stations broadcasting in digital can offer viewers improved picture and sound quality as well as more programming options (referred to as “multicasting”) because digital technology gives each television station the ability to broadcast multiple channels at the same time.

Consumers who receive television signals via over-the-air antennas (as opposed to subscribers to pay services like cable and satellite TV) will be able to receive digital signals on their analog sets if they purchase a digital-to-analog converter box that converts the digital signals to analog. Alternatively, if consumers purchase a digital television (a TV with built in digital tuner), they will be able to receive digital broadcast programming. If your TV set receives local broadcast stations through a paid provider such as cable or satellite TV, it is already prepared for the DTV transition.

Regarding consumers who are shopping for new televisions, the Commission's digital tuner rule prohibits the importation or interstate shipment of any device containing an analog tuner unless it also contains a digital tuner. Retailers may continue to sell analog-only devices from existing inventory. However, at the point of sale, retailers must post notices advising consumers that TV sets and equipment such as VCRs that contain only an analog tuner will not be able to receive over-the-air-television signals from full-power broadcast stations after February 17, 2009, without the use of a digital-to-analog converter box.

Television broadcasters must promote public awareness of the DTV transition with an on-air education campaign, providing consumers with information about the transition. They must report their efforts on a quarterly basis by filing FCC Form 388 with the Commission, posting each such Form on their website and placing them in their station public inspection files.

While the February 17, 2009, deadline for ending analog broadcasts does not apply to low-power, Class A, and TV translator stations, these stations will eventually transition to all-digital service. In the meantime, some consumers may continue to receive programming from these stations in analog format after the transition date.

Additional information concerning the DTV transition can be found on the FCC's website, at <http://www.dtv.gov>, or by calling toll free 1-888-CALL-FCC (Voice) or 1-888-TELL-FCC (TTY).

**Digital Radio.** The FCC has also approved digital operation for AM and FM radio broadcast stations (often referred to as “HD Radio”). As with DTV, digital radio substantially improves the

quality of the radio signal and allows a station to offer multicasting over several programming streams, as well as certain enhanced services. Unlike the mandatory digital transition deadline for television stations however, radio stations will be able to continue to operate in analog and will have discretion whether also to transmit in digital and, if so, when to begin such operation. In order to receive the digital signals of those stations that choose to so operate, consumers will have to purchase new receivers.

Because digital radio technology allows a radio station to transmit simultaneously in both analog and digital, however, listeners will be able to continue to use their current radios to receive the analog signals of radio stations that transmit both analog and digital signals. Receivers are being marketed that incorporate both modes of reception, with the ability to automatically switch to the analog signal if the digital signal cannot be detected or is lost by the receiver. For additional information about digital radio, see <http://www.fcc.gov/mb/audio/digital/index.html>.

### **Public Participation in the Licensing Process**

**Renewal Applications.** You can submit a protest against a station's license renewal application by filing a formal petition to deny its application, or by sending us an informal objection to the application. Before its license expires, each station licensee must broadcast a series of announcements providing the date its license will expire, the filing date for the renewal application, the date by which formal petitions against it must be filed, and the location of the station's public inspection file that contains the application. Petitions to deny the application must be filed by the end of the first day of the last full calendar month of the expiring license term. (For example, if the license expires on December 31, we must receive any petition at our Washington, D.C. headquarters by the end of the day on December 1.)

Broadcast licenses generally expire on a staggered basis, by state, with most radio licenses next expiring between October 1, 2011 and August 1, 2014, and most television licenses expiring between October 1, 2012 and August 1, 2015, one year after the radio licenses in the same state. A listing of the next expiration dates for radio and television licenses, by state, can be found on the Commission's website at <http://www.fcc.gov/localism/renewals.html>. Before you file a petition to deny an application, you should check our rules and policies to make sure that your petition complies with our procedural requirements. A more complete description of these procedures and requirements can be found on the Commission's website at [http://www.fcc.gov/localism/renew\\_process\\_handout.pdf](http://www.fcc.gov/localism/renew_process_handout.pdf). You can also file an informal objection at any time before we either grant or deny the application. Instructions for filing informal objections can be found on the Commission's website at [http://www.fcc.gov/localism/renew\\_process\\_handout.pdf](http://www.fcc.gov/localism/renew_process_handout.pdf). If you have any specific questions, you may also contact our Broadcast Information Specialist for radio or television, depending on the nature of your inquiry, by calling toll-free, by facsimile, or by sending an e-mail in the manner noted at pages 32-33 of this Manual.

**Other Types of Applications.** You can also participate in the application process by filing a petition to deny when someone applies for a new station, and when a station is to be sold (technically called an "assignment" of the license), its licensee is to undergo a major transfer of

stock or other ownership, or control (technically called a “transfer of control”), or the station proposes major facility changes. The applicant is required to publish a series of notices in the closest local newspaper, containing information similar to that noted above regarding renewal applications, when it files these types of applications. Upon receipt of the application, the FCC will issue a Public Notice and begin a 30-day period during which petitions to deny these applications may be filed. (All FCC Public Notices are included in the Commission’s Daily Digest and are posted on our website at [http://www.fcc.gov/Daily\\_Releases/Daily\\_Digest](http://www.fcc.gov/Daily_Releases/Daily_Digest)). As with renewal applications, you can also file an informal objection to these types of applications, or any other applications, at any time before we either grant or deny the application. Again, if you have any specific questions about our processes or the status of a particular application involving a station, you may contact our Broadcast Information Specialist for radio or television, depending on the nature of your inquiry, by calling toll-free, by facsimile, or by sending an e-mail in the manner noted at pages 32-33 of this Manual.

## **BROADCAST PROGRAMMING: BASIC LAW AND POLICY**

**The FCC and Freedom of Speech.** The First Amendment, as well as Section 326 of the Communications Act, prohibits the Commission from censoring broadcast material and from interfering with freedom of expression in broadcasting. The Constitution’s protection of free speech includes that of programming that may be objectionable to many viewer or listeners. Thus, the FCC cannot prevent the broadcast of any particular point of view. In this regard, the Commission has observed that “the public interest is best served by permitting free expression of views.” However, the right to broadcast material is not absolute. There are some restrictions on the material that a licensee can broadcast. We discuss these restrictions below.

**Licensee Discretion.** Because the Commission cannot dictate to licensees what programming they may air, each individual radio and TV station licensee generally has discretion to select what its station broadcasts and to otherwise determine how it can best serve its community of license. Licensees are responsible for selecting their entertainment programming, as well as programs concerning local issues, news, public affairs, religion, sports events, and other subjects. As discussed at page 29 of this Manual, broadcast licensees must periodically make available detailed information about the programming that they air to meet the needs and problems of their communities, which can be found in each station public file. They also decide how their programs will be structured and whether to edit or reschedule material for broadcasting. In light of the First Amendment and Section 326 of the Communications Act, we do not substitute our judgment for that of the licensee, nor do we advise stations on artistic standards, format, grammar, or the quality of their programming. Licensees also have broad discretion regarding commercials, with the exception of those for political candidates during an election and the limitations on advertisements aired during children’s programming (we discuss these respective requirements at pages 13-14, and 17 of this Manual).

**Criticism, Ridicule, and Humor Concerning Individuals, Groups, and Institutions.** The First Amendment’s guarantee of freedom of speech similarly protects programming that stereotypes or may otherwise offend people with regard to their religion, race, national

background, gender, or other characteristics. It also protects broadcasts that criticize or ridicule established customs and institutions, including the government and its officials. The Commission recognizes that, under our Constitution, people must be free to say things that the majority may abhor, not only what most people may find tolerable or congenial. However, if you are offended by a station's programming, we urge you to make your concerns known to the station licensee, in writing.

**Programming Access.** In light of their discretion to formulate their programming, station licensees are not required to broadcast everything that is offered or otherwise suggested to them. Except as required by the Communications Act, including the use of stations by candidates for public office (discussed at pages 13-14 of this Manual), licensees have no obligation to allow any particular person or group to participate in a broadcast or to present that person or group's remarks.

## **BROADCAST PROGRAMMING: LAW AND POLICY ON SPECIFIC KINDS OF PROGRAMMING**

### **Broadcast Journalism**

**Introduction.** As noted above, in light of the fundamental importance of the free flow of information to our democracy, the First Amendment and the Communications Act bar the FCC from telling station licensees how to select material for news programs, or prohibiting the broadcast of an opinion on any subject. We also do not review anyone's qualifications to gather, edit, announce, or comment on the news; these decisions are the station licensee's responsibility. Nevertheless, there are two issues related to broadcast journalism that are subject to Commission regulation: hoaxes and news distortion.

**Hoaxes.** The broadcast by a station of false information concerning a crime or catastrophe violates the FCC's rules if:

- the station licensee knew that the information was false,
- broadcasting the false information directly causes substantial public harm, and
- it was foreseeable that broadcasting the false information would cause such harm.

In this context, a "crime" is an act or omission that makes the offender subject to criminal punishment by law, and a "catastrophe" is a disaster or an imminent disaster involving violent or sudden events affecting the public. The broadcast must cause direct and actual damage to property or to the health or safety of the general public, or diversion of law enforcement or other public health and safety authorities from their duties, and the public harm must begin immediately. If a station airs a disclaimer before the broadcast that clearly characterizes the program as fiction and the disclaimer is presented in a reasonable manner under the circumstances, the program is presumed not to pose foreseeable public harm. Additional information about the hoax rule can be

found on the FCC’s website at <http://www.fcc.gov/cgb/consumerfacts/falsebroadcast.html>.

**News Distortion.** The Commission often receives complaints concerning broadcast journalism, such as allegations that stations have aired inaccurate or one-sided news reports or comments, covered stories inadequately, or overly dramatized the events that they cover. For the reasons noted above, the Commission generally will not intervene in such cases because it would be inconsistent with the First Amendment to replace the journalistic judgment of licensees with our own. However, as public trustees, broadcast licensees may not intentionally distort the news: the FCC has stated that “rigging or slanting the news is a most heinous act against the public interest.” The Commission will investigate a station for news distortion if it receives documented evidence of such rigging or slanting, such as testimony or other documentation, from individuals with direct personal knowledge that a licensee or its management engaged in the intentional falsification of the news. Of particular concern would be evidence of the direction to employees from station management to falsify the news. However, absent such a compelling showing, the Commission will not intervene. For additional information about news distortion, see <http://www.fcc.gov/cgb/consumerfacts/journalism.html>.

**Political Broadcasting: Candidates for Public Office.** In recognition of the particular importance of the free flow of information to the public during the electoral process, the Communications Act and the Commission’s rules impose specific obligations on broadcasters regarding political speech.

- **Reasonable Access.** The Communications Act requires that broadcast stations provide “reasonable access” to candidates for federal elective office. Such access must be made available during all of a station’s normal broadcast schedule, including television prime time and radio drive time. In addition, federal candidates are entitled to purchase all classes of time offered by stations to commercial advertisers, such as preemptible and non-preemptible time. The only exception to the access requirement is for *bona fide* news programming (as defined below), during which broadcasters may choose not to sell airtime to federal candidates. Broadcast stations have discretion as to whether to sell time to candidates in state and local elections.
- **Equal Opportunities.** The Communications Act requires that, when a station provides airtime to a legally qualified candidate for any public office (federal, state, or local), the station must “afford equal opportunities to all other such candidates for that office.” The equal opportunities provision of the Communications Act also provides that the station “shall have no power of censorship over the material broadcast” by the candidate. The law exempts from the equal opportunities requirement appearances by candidates during *bona fide* news programming, defined as an appearance by a legally qualified candidate on a *bona fide* newscast, interview, or documentary (if the appearance of the candidate is incidental to the presentation of the subject covered by the documentary) or on-the-spot coverage of a *bona fide* news event (including debates, political conventions and related incidental activities).

In addition, a station must sell political advertising time to certain candidates during specified periods before a primary or general election at the lowest rate charged for the station's most favored commercial advertiser. Stations must maintain and make available for public inspection, in their public inspection files, a political file containing certain documents and information, discussed at page 28 of this Manual. For additional information about the political rules, see <http://www.fcc.gov/mb/policy/political/>.

### **Objectionable Programming**

**Programming Inciting “Imminent Lawless Action.”** The Supreme Court has held that the government may curtail speech if it is both: (1) intended to incite or produce “imminent lawless action,” and (2) likely to “incite or produce such action.” Even when this legal test is met, any review that might lead to a curtailment of speech is generally performed by the appropriate criminal law enforcement authorities, not by the FCC.

**Obscene, Indecent, or Profane Programming.** Although, for the reasons discussed earlier, the Commission is generally prohibited from regulating broadcast content, the courts have held that the FCC's regulation of obscene and indecent programming is constitutional, because of the compelling societal interests in protecting children from potentially harmful programming and supporting parents' ability to determine the programming to which their children will be exposed at home.

**Obscene material** is not protected by the First Amendment and cannot be broadcast at any time. To be obscene, the material must have all of the following three characteristics:

- an average person, applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest;
- the material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and
- the material, taken as a whole, must lack serious literary, artistic, political, or scientific value.

**Indecent material** is protected by the First Amendment, so its broadcast cannot constitutionally be prohibited at all times. However, the courts have upheld Congress' prohibition of the broadcast of indecent material during times of the day in which there is a reasonable risk that children may be in the audience, which the Commission has determined to be between the hours of 6 a.m. and 10 p.m. Indecent programming is defined as “language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory organs or activities.” Broadcasts that fall within this definition and are aired between 6 a.m. and 10 p.m. may be subject to enforcement action by the FCC.

**Profane material** also is protected by the First Amendment, so its broadcast cannot be outlawed entirely. The Commission has defined such program matter to include language that is both “so grossly offensive to members of the public who actually hear it as to amount to a nuisance” and is sexual or excretory in nature or derived from such terms. Such material may be the subject of

possible Commission enforcement action if it is broadcast within the same time period applicable to indecent programming: between 6 a.m. and 10 p.m.

**How to File an Obscenity, Indecency, or Profanity Complaint:** In order to allow its staff to make a determination of whether complained-of material is actionable, the Commission requires that complainants provide certain information: (1) the date and time of the alleged broadcast; (2) the call sign, channel or frequency of the station involved; and (3) the details of what was actually said (or depicted) during the alleged indecent, profane, or obscene broadcast. Submission of an audio or video tape, CD, DVD or other recording or transcript of the complained-of material is not required but is helpful, as is specification of the name of the program, the on-air personality, song, or film, and the city and state in which the complainant saw or heard the broadcast.

The fastest and easiest way to file a complaint containing this information is to use the FCC's electronic complaint form, Form 475B, which is available on the FCC's website at <http://fjallfoss.fcc.gov/cgb/fcc475B.cfm>.

You also may file a complaint about objectionable programming by mailing it to:

Federal Communications Commission  
Consumer & Governmental Affairs Bureau  
Consumer Inquiries and Complaints Division  
445 12th Street, S.W.  
Washington, D.C. 20554.

If you are submitting an audio or video tape, DVD, CD or other type of media with your complaint, you should send it to the following address to avoid mail processing damage:

Federal Communications Commission  
Consumer & Governmental Affairs Bureau  
Consumer Inquiries and Complaints Division  
9300 East Hampton Drive  
Capitol Heights, Maryland 20743.

You can also electronically file your complaint at [fccinfo@fcc.gov](mailto:fccinfo@fcc.gov)

You may also complain by calling the Commission, toll-free, at:

1-(888)-CALL-FCC (1-(888)-225-5322) (Voice)  
1-(888)-TELL-FCC (1-(888)-835-5322) (TTY)

For additional information on the complaint process for obscene, indecent or profane material, visit <http://www.fcc.gov/eb/oip>.

**Violent Programming.** Many members of the public have expressed concern about violent television programming and the negative impact such broadcast material may have upon children. In response to these concerns, and at the request of 39 members of the U.S. House of Representatives, the FCC conducted a proceeding seeking public comment on violent programming. In April 2007, the Commission delivered to Congress a Report recommending that

the industry voluntarily commit to reducing the amount of such programming viewed by children.

The Commission also suggested that Congress consider enacting legislation that would better support parents' efforts to safeguard their children from such objectionable programming. The Commission's Report can be accessed at [http://fjallfoss.fcc.gov/edocs\\_public/attachmatch/FCC-07-50A1.pdf](http://fjallfoss.fcc.gov/edocs_public/attachmatch/FCC-07-50A1.pdf).

**The V-Chip and TV Program Ratings.** In light of the widespread concern about obscene, indecent, profane, violent, or otherwise objectionable programming, in 1996, Congress passed a law to require TV sets with screens 13 inches or larger to be equipped with a "V-Chip" – a device that allows parents to program their sets to block TV programming that carries a certain rating. Since 2000, all such sets manufactured with screens 13 inches or larger must contain the V-Chip technology. This technology, which must be activated by parents, works in conjunction with a voluntary television rating system created and administered by the television industry and others, which enables parents to identify programming containing sexual, violent, or other content that they believe may be harmful to their children. All of the major broadcast networks and most of the major cable networks are encoding their programming with this ratings information to work with the V-Chip. However, some programming, such as news and sporting events, and unedited movies aired on premium cable channels, are not rated. In 2004, the FCC expanded the V-Chip requirement to apply also to devices that do not have a display screen but are used with a TV set, such as a VCR or a digital-to-analog converter box.

For more information about this ratings program, including a description of each ratings category, please see the FCC's V-Chip website at <http://www.fcc.gov/cgb/consumerfacts/vchip.html>.

### **Other Broadcast Content Regulation**

**Station Identification.** Stations must air identification announcements when they sign on and off for the day. They also must broadcast these announcements every hour, as close to the start of the hour as possible, at a natural programming break. TV stations may make these announcements on-screen or by voice only. Official station identification includes the station's call letters, followed by the community specified in its license as the station's location. Between the call letters and its community, the station may insert the name of the licensee, the station's channel number, and/or its frequency. It may also include any additional community or communities, as long as it first names the community to which it is licensed by the FCC. DTV stations also may identify their digital multicast programming streams separately if they wish, and, if so, must follow the format described in the FCC's rules.

Commencing as of a date to be determined, for television stations, twice daily, the station identification will also have to include a notice of the existence, location and accessibility of the station's public file. The notice will have to state that the station's public file is available for inspection and that members of the public can view it at the station's main studio and on its station website. Broadcast of at least one of these announcements will be required between the hours of 6 p.m. and midnight.

**Children's Television Programming.** Throughout its license term, every TV station must serve

the educational and informational needs of children both by means of its overall programming and through programming that is specifically designed to serve those needs. Licensees are eligible for routine staff-level approval of the Children’s Television Act portion of their renewal applications if they air at least three hours of “core” children’s television programming, per week, or proportionally more if they provide additional free digital programming streams. Core programming is defined as follows:

- **Educational and Informational.** The programming must further the educational and informational needs of children 16 years old and under (this includes their intellectual/cognitive or social/emotional needs).
- **Specifically Designed to Serve These Needs.** A program is considered “specifically designed to serve the educational and information needs of children” if: (1) that is its significant purpose; (2) it is aired between the hours of 7 a.m. and 10 p.m.; (3) it is a regularly scheduled weekly program; and (4) it is at least 30 minutes in duration.

To ensure that parents and other interested parties are informed of the educational and informational children’s programming that their area stations offer, television licensees must identify each program specifically designed to “educate and inform” children by displaying the icon “E/I” throughout the program. In addition, commercial stations must provide information identifying such programs to the publishers of program guides.

During the broadcast of TV programs aimed at children 12 and under, advertising may not exceed 10.5 minutes an hour on weekends and 12 minutes an hour on weekdays.

These rules apply to analog and digital broadcasting. As discussed at page 9 of this Manual, television stations have traditionally operated with analog technology. Television stations, however, are in the process of switching to digital broadcasting, which greatly enhances their capability to serve their communities. Among other things, digital technology permits stations to engage in multicasting, that is, to air more than one stream of programming at the same time. Digital stations that choose to air more than one stream of free, over-the-air video programming must air proportionately more children’s educational programming than stations that air only one stream of free, over-the-air video programming.

Each television licensee is required to prepare and place in the public inspection file at the station a quarterly Children’s Television Programming Report (FCC Form 398) identifying its core programming. These reports must also be filed electronically with the FCC each quarter and can be viewed on the FCC’s website, at <http://www.fcc.gov/mb/engineering/kidvid>. This requirement of the station’s public file is discussed at page 29 of this Manual.

The FCC has created a children’s educational television website to inform parents and other members of the public about the obligation of every television broadcast station to provide educational and informational programming for children. This website provides access to background information about these obligations, as well as information about children’s educational programs that are aired on television stations in your area and throughout the

country. This website also can help TV stations comply with the children's television requirements. You can access the children's educational television website by going to the FCC's main website at <http://www.fcc.gov> and double-clicking on the "Parents' Place" listing under "Consumer Center" on the FCC home page. Alternatively, you can go directly to the children's television website at <http://www.fcc.gov/parents/childrenstv.html>.

**Station-Conducted Contests.** A station that broadcasts or advertises information about a contest that it conducts must fully and accurately disclose the material terms of the contest, and must conduct the contest substantially as announced or advertised. Contest descriptions may not be false, misleading, or deceptive with respect to any material term, including the factors that define the operation of the contest and affect participation, such as entry deadlines, the prizes that can be won, and how winners will be selected. Additional information about the contest rule can be found at <http://www.fcc.gov/cgb/consumerfacts/contests.html>.

**Lotteries.** Federal law prohibits the broadcast of advertisements for a lottery or information concerning a lottery. A lottery is any game, contest, or promotion that contains the elements of prize, chance, and "consideration" (a legal term that means an act or promise that is made to induce someone into an agreement). For example, casino gambling is generally considered to be a "lottery" subject to the terms of the advertising restriction although, as discussed below, the prohibition is not applied to truthful advertisements for lawful casino gambling. Many types of contests, depending on their particulars, also are covered under this definition.

The statute and FCC rules list a number of exceptions to this prohibition, principally advertisements for: (1) lotteries conducted by a state acting under the authority of state law, when the advertisement or information is broadcast by a radio or TV station licensed to a location in that state or in any other state that conducts such a lottery; (2) gambling conducted by an Indian Tribe under the Indian Gaming Regulatory Act; (3) lotteries authorized or not otherwise prohibited by the state in which they are conducted, and which are conducted by a not-for-profit organization or a governmental organization; and (4) lotteries conducted as a promotional activity by commercial organizations that are clearly occasional and ancillary to the primary business of that organization, as long as the lotteries are authorized or not otherwise prohibited by the state in which they are conducted.

In 1999, the Supreme Court held that the prohibition on broadcasting advertisements for lawful casino gambling could not constitutionally be applied to truthful advertisements broadcast by radio or television stations licensed in states in which such gambling is legal. Relying upon the reasoning in that decision, the FCC and the United States Department of Justice later concluded that the lottery advertising prohibition may not constitutionally be applied to the broadcast of any truthful advertisements for lawful casino gambling, whether or not the state in which the broadcasting station is located permits casino gambling. Additional information about the rule concerning lotteries can be found at <http://www.fcc.gov/cgb/consumerfacts/contests.html>.

**Soliciting Funds.** No federal law prohibits the broadcast by stations of requests for funds for legal purposes (including appeals by stations for contributions to meet their operating expenses), if the money or other contributions are used for the announced purposes. However, federal law

prohibits fraud by wire, radio or television – including situations in which money solicited for one purpose is used for another – and doing so may lead to FCC sanctions, as well as to criminal prosecution by the U.S. Department of Justice. Additional information about fund solicitation can be found at <http://www.fcc.gov/cgb/consumerfacts/contests.html>.

**Broadcast of Telephone Conversations.** Before broadcasting a telephone conversation live or recording a telephone conversation for later broadcast, a station must inform any party to the call of its intention to broadcast the conversation. However, that notification is not necessary when the other party knows that the conversation will be broadcast or such knowledge can be reasonably presumed, such as when the party is associated with the station (for example, as an employee or part-time reporter) or originates the call during a program during which the station customarily broadcasts the calls. For additional information on the rule concerning the broadcast of telephone conversations, see <http://www.fcc.gov/eb/broadcast/telphon.html>.

### **ACCESS TO BROADCAST MATERIAL BY PEOPLE WITH DISABILITIES**

The Communications Act and the Commission's rules require television station licensees to broadcast certain information that makes viewing more accessible to people with disabilities.

**Closed Captioning.** Closed captioning is a technology designed to provide access to television programming by persons with hearing disabilities by displaying, in text form, the audio portion of a broadcast, as well as descriptions of background noise and sound effects. Closed captioning is hidden as encoded data transmitted within the television signal. A viewer wishing to see the captions must use a set-top decoder or a television with built-in decoder circuitry. All television sets with screens 13 inches or larger manufactured since mid-1993, including digital sets, have built-in decoder circuitry.

As directed by Congress in the Telecommunications Act of 1996, the FCC has adopted rules requiring closed captioning of most, but not all, television programming. The rules require those that distribute television programs directly to home viewers, including broadcast stations, to comply with these rules. The rules also provide certain exemptions from the captioning requirements. Additional information on the closed captioning requirements may be found on the FCC website at <http://www.fcc.gov/cgb/dro/caption.html>.

**Access to Emergency Information.** The FCC also requires television stations to make the local emergency information that they provide to viewers accessible to persons with disabilities. Thus, if emergency information is provided aurally, such information also must be provided in a visual format for persons who are deaf or hard of hearing. The emergency information may be closed captioned or presented through an alternative method of visual presentation. Such methods include open captioning, crawls, or scrolls that appear on the screen. The information provided visually must include critical details regarding the emergency and how to respond. Critical details could include, among other things, specific information regarding the areas that will be affected by the emergency, evacuation orders, detailed descriptions of areas to be evacuated, specific evacuation routes, approved shelters or the way to take shelter in one's home, instructions on

how to secure personal property, road closures, and how to obtain relief assistance. Similarly, if the emergency information is presented visually, it must be made accessible. If the emergency information interrupts programming, such as through a crawl, such information must be accompanied with an aural tone to alert persons with visual disabilities that the station is providing this information so that such persons may be alerted to turn to another source, such as a radio, for more information. Additional information concerning this requirement can be found on the FCC website at <http://ftp.fcc.gov/cgb/consumerfacts/emergencyvideo.html>.

## **BUSINESS PRACTICES AND ADVERTISING**

**Business Practices, Advertising Rates, and Profits.** Except for the requirements concerning political advertisements (discussed at pages 13-14 of this Manual), the limits on the number of commercials that can be aired during children’s programming (see page 17), and the prohibition of advertisements over noncommercial educational stations (see pages 21-22), the Commission does not regulate a licensee’s business practices, such as its advertising rates or its profits. Rates charged for broadcast time are matters for private negotiation between sponsors and stations. Further, except for certain classes of political advertisements (see pages 13-14), station licensees have full discretion to accept or reject any advertising.

**Employment Discrimination and Equal Employment Opportunity (“EEO”).** The FCC requires that all licensees of radio and TV stations afford equal opportunity in employment. We also prohibit employment discrimination on the basis of race, color, religion, national origin, or sex. However, religious stations are permitted to require that some or all of their employees meet a religious qualification.

Our EEO recruitment rules have three prongs. They require all stations that employ five or more full-time employees (defined as those regularly working 30 hours a week or more) to:

- widely distribute information concerning each full-time job vacancy, except for vacancies that need to be filled under demanding or other special circumstances;
- send notices of openings to organizations in the community that are involved in employment if the organization requests such notices; and
- engage in general outreach activities every two years, such as job fairs, internships, and other community events.

Each licensee with five or more full-time employees must maintain records of its recruitment efforts, and create and place in its public file an annual public file report listing specified information about its recruitment efforts. (The requirements for the EEO portion of the public file are discussed at page 28 of this Manual.) The annual EEO public file report must also be posted on a station’s website, if one exists. In addition, television licensees with five or more full-time employees and radio licensees with 11 or more full-time employees must file an FCC Form 397 Broadcast Mid-Term Report. Each licensee, regardless of size, must file an FCC Form 396 EEO

Program Report with its license renewal application. Finally, a prospective station licensee must file an FCC Form 396-A Broadcast Model Program Report with its new station or assignment or transfer application. The FCC reviews EEO compliance at the time that it considers the station renewal application, when it reviews Broadcast Mid-Term Reports, when it receives EEO complaints, and during random station audits. A full range of enforcement actions is available for EEO violations, including the imposition of reporting conditions, forfeitures, short-term license renewal, and license revocation.

All EEO forms are electronically filed and are available for public review in CDDBS, the FCC's access database (to access these reports, see [http://fjallfoss.fcc.gov/prod/cdbs/pubacc/prod/eo\\_search.htm](http://fjallfoss.fcc.gov/prod/cdbs/pubacc/prod/eo_search.htm)). As discussed at page 27 of this Manual, in addition, copies of all FCC EEO audit letters, licensee responses, and FCC rulings must be included in the audited station's public file and are available for public review at the FCC Public Reference Center in Washington, D.C. Additional information concerning the EEO rules is available at <http://www.fcc.gov/mb/policy/eo/>.

**Sponsorship Identification.** The sponsorship identification requirements contained in the Communications Act and the Commission's rules generally require that, when money or other consideration for the airing of program material has been received by or promised to a station, its employees or others, the station must broadcast full disclosure of that fact at the time of the airing of the material, and identify who provided or promised to provide the consideration. This requirement is grounded in the principle that members of the public should know who is trying to persuade them with the programming being aired. This disclosure requirement also applies to the broadcast of musical selections for consideration (so-called "payola") and the airing of certain video news releases. In the case of advertisements for commercial products or services, it is sufficient for a station to announce the sponsor's corporate or trade name, or the name of the sponsor's product (where it is clear that the mention of the product constitutes a sponsorship identification). For additional information about the sponsorship identification and payola rules, see <http://www.fcc.gov/cgb/consumerfacts/PayolaRules.html>.

**Underwriting Announcements on Noncommercial Educational Stations.** Noncommercial educational stations may acknowledge contributions over the air, but they may not broadcast commercials or otherwise promote the goods and services of for-profit donors or underwriters. Acceptable "enhanced underwriting" acknowledgements of for-profit donors or underwriters may include: (1) logograms and slogans that identify but do not promote; (2) location information; (3) value-neutral descriptions of a product line or service; and (4) brand names, trade names, and product service listings. However, such acknowledgements may not interrupt the station's regular programming. For additional information about the underwriting rules, see <http://www.fcc.gov/eb/broadcast/enhund.html>.

**Loud Commercials.** The FCC does not regulate the volume of broadcast programming, including commercials. Surveys and technical studies reveal that the perceived loudness of particular broadcast matter is a subjective judgment that varies with each viewer and listener and is influenced by many factors, such as the material's content and style and the voice and tone of the person speaking. The FCC has found no evidence that stations deliberately raise audio and

modulation levels to emphasize commercial messages.

Manually controlling the set's volume level or using the "mute" button with a remote control constitutes the simplest approach to reducing volume levels deemed to be excessive. Many television receivers are equipped with circuits that are designed to stabilize the loudness between programs and commercials. These functions usually must be activated through the receiver's "set up/audio" menu. Should these techniques fail to resolve the problem, you may consider addressing any complaint about broadcast volume levels to the licensee of the station involved. Additional information about loud commercials can be found at <http://www.fcc.gov/cgb/consumerfacts/backgroundnoise.html>.

**False or Misleading Advertising.** The Federal Trade Commission has primary responsibility for determining whether an advertisement is false or deceptive and for taking action against the sponsor. The Food and Drug Administration has primary responsibility for the safety of food and drug products. Depending on the nature of the advertisement, you should contact these agencies regarding advertisements that you believe may be false or misleading. Additional information about false or misleading advertising can be found at <http://www.fcc.gov/cgb/consumerfacts/advertising.html>.

**Offensive Advertising.** Unless a broadcast advertisement is found to be in violation of a specific law or rule, the government cannot take action against it. However, if you believe that an advertisement is offensive because of the nature of the item advertised, the scheduling of the announcement, or the manner in which the message is presented, you should consider addressing your complaint directly to the station or network involved, providing the date and time of the broadcast and the product or advertiser in question. This will help those involved in the selection of advertising material to become better informed about audience opinion.

**Tobacco and Alcohol Advertising.** Federal law prohibits the airing of advertising for cigarettes, little cigars, smokeless tobacco, and chewing tobacco on radio, TV, or any other medium of electronic communication under the FCC's jurisdiction. However, the advertising of smoking accessories, cigars, pipes, pipe tobacco, or cigarette-making machines is not prohibited. Congress has not enacted any law prohibiting broadcast advertising of any kind of alcoholic beverage, and the FCC does not have a rule or policy regulating such advertisements.

**Subliminal Programming.** The Commission sometimes receives complaints regarding the alleged use of subliminal perception techniques in broadcast programming. Subliminal programming is designed to be perceived on a subconscious level only. Regardless of whether it is effective, the broadcast of subliminal material is inconsistent with a station's obligation to serve the public interest because it is designed to be deceptive.

## **BLANKETING INTERFERENCE**

**Rules.** Some members of the public situated close to a radio station's transmitting antenna may experience impaired reception of other stations. This is called "blanketing" interference. The

Commission's rules impose certain obligations on licensees to resolve such interference complaints. Complaints about such interference involving radio stations are handled by the Media Bureau's Audio Division. Blanketing interference is a less common occurrence with television stations than with radio stations due to the location and height of TV transmitting antennas. If this phenomenon does occur with a television station, the Media Bureau's Video Division will handle complaints on a case-by case-basis, subject to the radio guidelines noted below.

At the outset, the policy is designed to provide protection from interference for individuals within a certain distance from a station (in an area known as the station's "blanketing contour") and only involving electronic devices that pick up an over-the-air signal from a broadcast radio or television station. Thus, stations are **not** required to resolve interference complaints involving the following:

- A complaint from a party located outside of the station's blanketing contour (115 dBu contour for FM stations, 1 V/m contour for AM stations).
- Improperly installed antenna systems.
- Use of high gain antennas or antenna booster amplifiers.
- Mobile receivers, including but not limited to car radios, portable stereos or cellular phones.
- Non-radio frequency ("RF") devices, including but not limited to, tape recorders, CD players, MP3 players or "land-line" telephones.
- Cordless telephones.

For complaints from parties located within the station's blanketing contour involving non-mobile television or radio receivers, a station must resolve the interference complaint at no cost to the complaining party if the party notifies the station of the problem during the first year that the station operates its new or modified facilities. For similar complaints received after the first year of such operation has passed, although the station is not financially responsible for resolving the complaint, it must provide effective technical assistance to the complaining party. These efforts must include the provision of information and assistance sufficiently specific to enable the complaining party to eliminate all blanketing interference and not simply an attempt by the station to correct the problems. Such assistance entails providing specific details about proper corrective measures to resolve the blanketing interference. For example, stations should provide the complaining party with diagrams and descriptions which explain how and where to use radiofrequency chokes, ferrite cores, filters, and/or shielded cable. In addition, effective technical assistance also includes recommending replacement equipment that would work better in high radiofrequency fields. Effective technical assistance does not mean referring the complainant to the equipment manufacturer.

**How to Resolve Blanketing Interference Problems.** If you believe that you are receiving

blanketing or any other type of interference to broadcast reception, we encourage you to first communicate directly, in writing, with the licensee of the station that you believe is causing the interference. If the licensee does not satisfactorily resolve the problem, you can mail, fax, or e-mail a complaint to us as follows:

- For radio stations: Federal Communications Commission  
Audio Division, Media Bureau  
445 12th St., S.W.  
Washington, D.C. 20554  
  
Fax number: (202) 418-1411  
E-mail address: radioinfo@fcc.gov
  
- For TV stations: Federal Communications Commission  
Video Division, Media Bureau  
445 12th St., S.W.  
Washington, D.C. 20554  
  
Fax number: (202) 418-2827  
E-mail address: tvinfo@fcc.gov

Your complaint should include: (1) your name, address, and phone number; (2) the call letters of each station involved; (3) each location at which the interference occurs; and (4) each specific device receiving the interference. The more specific your complaint is, the easier it is for us and any station involved to identify and resolve the interference problem.

### **OTHER INTERFERENCE ISSUES**

In many cases in which you receive interference on your television set or radio, the source of the problem could be with your equipment, which may not be adequately designed with circuitry or filtering to reject the unwanted signals of nearby transmitters. We recommend that you contact the equipment manufacturer or the store at which the equipment was purchased to attempt to resolve the interference problem. You can find more information about broadcast interference on the Commission's website, at <http://www.fcc.gov/cgb/consumerfacts/interference.html>.

### **THE LOCAL PUBLIC INSPECTION FILE**

**Requirement to Maintain a Public Inspection File.** Our rules require that all licensees and permittees of TV and radio stations and applicants for new broadcast stations maintain a file available for public inspection. This file must contain documents relevant to the station's operation and dealings with the community and the FCC. The public inspection file generally must be maintained at the station's main studio. To obtain the location and phone number of a

station's main studio, consult your local telephone directory, or call the station's business office. You may also be able to find this information on the station's Internet website, if one exists.

**Purpose of the File.** Because we do not routinely monitor each station's programming and operations, viewers and listeners are an important source of information about the nature of their area stations' programming, operations, and compliance with their FCC obligations. The documents contained in each station's public inspection file have information about the station that can assist the public in this important monitoring role.

As discussed in this Manual, every station has an obligation to provide news, public affairs, and other programming that specifically treats the important issues facing its community, and to comply with the Communications Act, the Commission's rules, and the terms of its station license. We encourage a continuing dialogue between broadcasters and members of the public to ensure that stations meet their obligations and remain responsive to the needs of the local community. Because you watch and listen to the stations that we license, you can be a valuable and effective advocate to ensure that your area's stations comply with their localism obligation and other FCC requirements.

**Viewing the Public Inspection File.** Each broadcast licensee, permittee, and applicant must make its station public inspection file available to members of the public at any time during regular business hours. Although you do not need to make an appointment to view the file, making one may be helpful both to the station and to you.

A station that chooses to maintain all or part of its public file on a computer database must provide you a computer terminal if you wish to review the file. As of a date to be determined, television stations will also be required to post most of the content of their public files on their Internet websites, if they have them, or on their state broadcasters association's website, if permitted. Radio stations have not yet been required to post their files on their websites, but may do so if they wish. If you want to view a station's public file over the Internet, you should check its website or contact the station to determine if the file is posted.

You may request copies of materials in the file, which the station must provide to you at a reasonable charge, by visiting the station in person. In addition, if the station's public file is located outside of its community of license (and you live within the station's service area *and* your request does not involve the station's political file), you may request copies of materials in the file over the telephone. To facilitate telephone requests, we require stations to provide you a copy of the current version of this Manual free of charge if you so request. The Manual can help you identify other documents you may ask to have mailed to you. Stations should assist callers in this process and answer questions you may have about the actual contents of the public file. This information may include, for example, the number of pages and time periods covered by a particular ownership report or children's television programming report, or the types of applications actually maintained in the station's public file and the dates on which they were filed with the FCC. Finally, if you ask a broadcast station for photocopies of material in its public inspection file, the station may require you to pay for those photocopies. Therefore, the station may require a guarantee of payment in advance (such as with a deposit or a credit card). The

station must pay the postage for copies requested by telephone. Stations must fulfill requests for copies within a reasonable period of time, which generally should not exceed seven calendar days after the request is made. For additional information on these public file requirements, see <http://www.fcc.gov/eb/broadcast/pif.html>.

**Contents of the File.** The following materials must be maintained in each station public inspection file:

**The License.** Stations must keep a copy of their current FCC construction permit or license in the public file, together with any material documenting Commission-approved modifications to the authorization. The license or permit reflects the station's authorized technical parameters (such as its frequency, call letters, operating power and transmitter location), as well as any special conditions imposed by the FCC on the station's operation. It also indicates when it was issued and when it will expire.

**Applications and Related Materials.** The public file must contain copies of all applications involving the station filed with the Commission that are still pending before either the FCC or the courts. These include applications to sell the station or to modify its facilities (for example, to increase power, change the antenna system, or change the transmitter location). If a petition to deny any application was filed, the file must contain a statement to that effect, and the name and address of the petitioning party. Applications must be maintained until "final" FCC action on them, when the action can no longer be appealed or reversed.

The station must also keep copies of any granted construction permit or assignment or transfer application if its grant required us to waive our rules. Applications that required a waiver, together with any related material, will reflect each particular rule that we waived, and must be maintained as long as any such waiver remains in effect.

Also, if the FCC renewed the station license for less than a full term, the station must keep that renewal application (FCC Form 303-S) in the file until grant of its next renewal application by final FCC action. We may grant such a short-term renewal when we are concerned about the station's performance over the previous term. These concerns will be reflected in the renewal-related materials in the public file.

**Citizen Agreements.** Commercial stations must keep copies of any written agreements that they make with local viewers or listeners. These "citizen agreements" may deal with programming, employment, or other issues of community concern. The station must keep these agreements in the public file for as long as they are in effect.

**Contour Maps.** The public file must contain copies of any station service contour maps or other information submitted with any application filed with the FCC that reflects the station's service contours and/or its main studio and transmitter locations. The Commission's application forms require submission of contour maps only from stations that do not certify that their signals cover their city of license. These documents must stay

in the file for as long as they remain current and accurate regarding the station.

**Material Relating to an FCC Investigation or Complaint.** Stations must keep material relating to any matter that is the subject of an FCC investigation (including EEO audits) or a complaint that the station has violated the Communications Act or FCC rules. The station must keep this material in its file until the FCC notifies it that the material may be discarded. Since the FCC is not involved in disputes regarding matters unrelated to the Communications Act or FCC rules, such as private contractual disputes, stations do not have to retain material relating to such disputes in the public file.

**Ownership Reports and Related Material.** The public file must contain a copy of the most recent, complete ownership report (FCC Form 323 for commercial stations, FCC Form 323-E for noncommercial educational stations) filed for the station. Among other things, these reports disclose the names of the owners of the station licensee and their ownership interests, list any contracts related to the station that are required to be filed with the FCC, and identify any interests in other broadcast stations held by the station licensee or its owners.

**List of Contracts Required to be Filed with the FCC.** Stations must keep in the public file either copies of all the contracts that they have to file with the FCC, or an up-to-date list identifying all such contracts. If the station keeps a list and a member of the public asks to see copies of the actual contracts, the station must provide the copies to the requester within seven calendar days. Contracts required to be maintained or listed in the public inspection file include:

- contracts relating to network service (network affiliation contracts);
- contracts relating to ownership or control of the licensee or permittee or its stock. Examples include articles of incorporation, bylaws, agreements providing for the assignment of a license or permit or affecting stock ownership or voting rights (stock options, pledges, or proxies), and mortgage or loan agreements that restrict the licensee or permittee's freedom of operation; and
- management consultant agreements with independent contractors, and contracts relating to the utilization in a management capacity of any person other than an officer, director, or regular employee of the licensee.

**Political File.** Stations must keep a file which contains “a complete record of a request to purchase broadcast time that: (A) is made by or on behalf of a legally qualified candidate for public office; or (B) communicates a message relating to any political matter of national importance, including: (i) a legally qualified candidate; (ii) any election to federal office; or (iii) a national legislative issue of public importance.” The file must identify how the station responded to such requests and, if the request was granted, the charges made, a schedule of time purchased, the times the spots actually aired, the rates charged, and the

classes of time purchased. The file also must reflect any free time provided to a candidate. The station must keep the political records in the file for two years after the spot airs. (You can find more information regarding the political broadcasting laws at pages 13-14 of this Manual.)

**EEO Materials.** As noted earlier, licensees must submit certain forms containing EEO information and include copies in their station public files. Thus, all stations employing five or more full-time employees must put an EEO public file report in their station public file each year. We also require each radio and TV station licensee to file a Form 396 EEO Program Report with its license renewal application and to include the Report in its public file. Those licensees that file a Form 397 Broadcast Mid-Term Report must also include a copy in the public file. These materials must be retained in the file until final action on the station's next license renewal application. A new station applicant or prospective station buyer, if it intends to employ five or more full-time employees, must file a Form 396-A Broadcast EEO Model Program Report with its new station assignment or transfer application and the Report must be included in the public file as a part of the underlying application and retained in the file until the grant of the underlying application becomes final. (You can find more information regarding the EEO rules at pages 20-21 of this Manual.)

**“The Public and Broadcasting.”** Stations must keep a copy of the current version of this Manual in the public file and provide a copy, upon request, to any member of the public. As noted above, you can also request a copy from the FCC or access it on our Internet website at [http://www.fcc.gov/mb/audio/decdoc/public\\_and\\_broadcasting.html](http://www.fcc.gov/mb/audio/decdoc/public_and_broadcasting.html).

**Letters and E-Mails from the Public.** Commercial stations must keep in their files, for at least three years, written comments, suggestions, and e-mails received from the public regarding their operation. (Noncommercial educational stations are not subject to this requirement.) This obligation is limited to comments, suggestions, and e-mails sent to station management or a publicized station address. Letters need not be placed in the public inspection file when the author has requested that the letter not be made public or when the licensee feels that it should be excluded from public inspection because of the nature of its content (such as defamatory or obscene letters). Moreover, although television stations that post their public file materials on their websites must include e-mails received from the public, they need not post letters from the public, as long as they include hard copies of such letters in their public files, and a notice on their website that the letters can be located in the file. As noted above, all or a part of a station public file may be maintained on a computer database, as long as a computer terminal is made available, at the location of the file, for members of the public who wish to review the file. Accordingly, as an alternative to maintaining hard copies of e-mails in the public file, a station may place the e-mails on a computer database, as long as a terminal is made available at the location of the public file to members of the public who wish to review the file.

**Quarterly Programming Reports.** Every three months, each broadcast radio and television station licensee must prepare and place in its station public file a list of programs

containing its most significant treatment of community issues during the preceding three months (“issues/programs lists”). The list must briefly describe both the issue and the programming during which the issue was discussed, including the date and time that each such program was aired and its title and duration. The licensee must keep these lists in the file until the next grant of the station renewal application has become final. Television stations will be required to file a Standardized Television Disclosure Form instead of these lists once that form is approved and made available. The form, which will also be filed quarterly, will require commercial and noncommercial educational television broadcasters to provide detailed information on the efforts of their station to provide programming responsive to issues facing their communities in a standardized format.

**Children's Television Programming Reports.** As discussed at pages 17-18 of this Manual, the Children's Television Act of 1990 and our rules require each TV station to serve the educational and informational needs of children by means of its overall programming and through programming that is specifically designed to serve such needs. Commercial TV stations must make and retain in their files Children's Television Programming Reports (FCC Form 398) identifying the educational and informational programming for children aired by the station. (Noncommercial educational stations are not required to prepare these reports.) The report must include the name of the person at the station responsible for collecting comments on the station's compliance with the Children's Television Act. The station has to prepare these reports each calendar quarter, and it must place them in the public file separate from the file's other material. The licensee must keep these lists in the file until the next grant of the station renewal application has become final. You can also view each station's reports on our website at <http://www.fcc.gov/parents/localprograms.html>.

**Records Regarding Children's Programming Commercial Limits.** As also discussed at page 17 of this Manual, the Children's Television Act of 1990 and our rules limit the type and amount of advertising that may be aired during TV programming directed to children 12 and under. Stations must keep records that substantiate compliance with this limitation in their public files and retain them until the next grant of the station renewal application has become final.

**Time Brokerage Agreements.** A time brokerage agreement is a type of contract that generally involves a station's sale of blocks of airtime to a third-party broker, who then supplies the programming to fill that time and sells the commercial spot announcements to support the programming. Commercial radio and television stations must keep in their public files a copy of every agreement involving: (1) time brokerage of that station, or (2) time brokerage by any other station owned by the same licensee. These agreements must be maintained in the file for as long as they are in force.

**Lists of Donors.** Noncommercial educational television and radio stations must keep in their public files a list of donors supporting each specific program. These lists must be retained for two years after the program at issue airs.

**Local Public Notice Announcements.** As discussed at pages 10-11 of this Manual, when someone files an application to build a new station or to renew, sell, or modify an existing station, we generally require the applicant to make a series of local announcements to inform the public of the application's existence and nature. These announcements are either published in a local newspaper or made over the air on the station, and are intended to give the public an opportunity to comment on the application. A statement certifying compliance with this requirement, including the dates and times that notice was given, must be placed in the public file. The only exception to this public notice requirement is when the proposed station sale is "pro forma" and will not result in a change of ultimate control, or the modification application does not contemplate a "major change" of the station facilities.

**Must-Carry or Retransmission Consent Election.** The public file for all commercial television stations must also contain documentation of the station's election for carriage over cable and satellite systems. In this regard, there are two ways that a broadcast TV station can choose to be carried over a cable or satellite system: "must-carry" or "retransmission consent." Each is discussed below.

**Must-Carry.** TV stations are generally entitled to be carried on cable television systems in their local markets. A station that chooses to exercise this right receives no compensation from the cable system. Satellite carriers may decide to offer local stations in a designated market area. If they choose to offer one station, then they must carry all the stations in that market that request carriage.

**Retransmission Consent.** Instead of exercising their "must-carry" rights, commercial TV stations may choose to receive compensation from a cable system or satellite carrier in return for granting permission to the cable system or satellite carrier to carry the station. This option is available only to commercial TV stations. Because it is possible that a station that elects this option may not reach an agreement with the cable system, it may ultimately not be carried by the system.

Every three years, commercial TV stations must decide whether their relationship with each local cable system and satellite carrier that offers local service will be governed by must-carry or by retransmission consent agreements. Each commercial station must keep a copy of its decision in the public file for the three-year period to which it pertains.

Noncommercial stations are not entitled to compensation in return for carriage on a cable or satellite system, but they may request mandatory carriage on the system. A noncommercial station making such a request must keep a copy of the request in the public file for the duration of the period to which it applies.

**DTV Transition Consumer Education Activity Reports.** Each broadcast television station must place in its station public file on a quarterly basis an FCC Form 388 DTV Consumer Education Quarterly Activity Report outlining its efforts during the previous quarter to educate consumers on the transition to digital television. These reports must be

maintained in the file for one year. Additional information about the DTV transition can be found at page 9 of this Manual.

## **COMMENTS OR COMPLAINTS ABOUT A STATION**

**Comments to Stations and Networks.** If you feel the need to do so, we encourage you to write directly to station management or to network officials to comment on their broadcast service. These are the people responsible for creating and selecting the station's programs and announcements and determining station operation. Letters to station and network officials keep them informed about audience needs and interests, as well as on public opinion on specific material and practices. Individuals and groups can often resolve problems with stations at the local level.

**Comments/Complaints to the FCC.** We give full consideration to the broadcast complaints, comments, and other inquiries that we receive. As stated above, we encourage you to first contact the station or network directly about programming and operating issues. If your concerns are not resolved in this manner, with the exception of complaints about obscene, indecent, or profane programming, which should be submitted in the manner described at page 15 of this Manual, and complaints about blanketing interference discussed at page 24, the best way to provide all the information the FCC needs to process your complaint about other broadcast matters is to complete fully the on-line complaint Form 2000E, which can be found at <http://www.fcc.gov/cgb/complaints.html>. You can also call in, e-mail or file your complaint in hard copy with the FCC's Consumer Center in the following manner:

Federal Communications Commission  
Consumer & Governmental Affairs Bureau  
Consumer Inquiries and Complaints Division  
445 12th St., S.W.  
Washington, D.C. 20554

Fax number: (202) 418-0232  
Telephone number: (888) 225-5322 (voice); (888)835-5322 (TTY)  
E-mail address: [fccinfo@fcc.gov](mailto:fccinfo@fcc.gov)

If you are submitting an audio or video tape, DVD, CD or other type of media with your complaint, you should send it to the following address to avoid mail processing damage:

Federal Communications Commission  
Consumer & Governmental Affairs Bureau  
Consumer Inquiries and Complaints Division  
9300 East Hampton Drive  
Capitol Heights, Maryland 20743

If you do not use the on-line complaint Form 2000E, your complaint, at a minimum, should

indicate: (1) the call letters of the station; (2) the city and state in which the station is located; (3) the name, time, and date of the specific program or advertisement in question, if applicable; (4) the name of anyone contacted at the station, if applicable; and (5) a statement of the problem, as specific as possible, together with an audio or video tape, CD, DVD or other recording or transcript of the program or advertisement that is the subject of your complaint (if possible). Please include your name and address if you would like information on the final disposition of your complaint; you may request confidentiality. We prefer that you submit complaints in writing, although you may submit complaints that are time-sensitive by telephone, especially if they involve safety concerns. Please be aware that we can only act on allegations that a station has violated a provision of the Communications Act or the FCC's rules or policies.

In addition to (or instead of) filing a complaint, you can file a petition to deny or an informal objection to an application that a station licensee has filed, such as a license renewal application. This procedure is discussed at pages 10-11 of this Manual. You may obtain further information on the petition to deny process on the Commission's website, at [http://www.fcc.gov/localism/renew\\_process\\_handout.pdf](http://www.fcc.gov/localism/renew_process_handout.pdf). You may also wish to consider reviewing our rules or contacting an attorney. You can find links to our rules on the Commission website, at [http://wireless.fcc.gov/index.htm?job=rules\\_and\\_regulations](http://wireless.fcc.gov/index.htm?job=rules_and_regulations). As noted earlier, the rules governing broadcast stations are generally found in Part 73 of Title 47 of the Code of Federal Regulations.

### **BROADCAST INFORMATION SPECIALISTS**

We have created contact points at the Commission, accessible via toll-free telephone numbers, by fax, or over the Internet, dedicated to providing information to members of the public regarding how they can become involved in the Commission's processes. Should you have questions about how to do so, including inquiries about our complaint or petitioning procedures or the filing and status of the license renewal, modification or assignment or transfer application for a particular station, you may contact one of our Broadcast Information Specialists, by calling, by facsimile, or by sending an e-mail, as noted below:

- If your question relates to a radio station:  
Toll-Free: (866) 267-7202 (Voice) or (877) 479-1433 (TTY)  
Fax: (202) 418-1411  
E-Mail: [radioinfo@fcc.gov](mailto:radioinfo@fcc.gov)
- If your question relates to a television station:  
Toll-Free: (866) 918-5777 (Voice) or (866) 787-6222 (TTY)  
Fax: (202) 418-2827  
E-Mail: [tvinfo@fcc.gov](mailto:tvinfo@fcc.gov)

If your question relates to both a radio and a television station or is general in nature, you may contact either specialist.



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
					X		
<b>Funding Source:</b>			<b>Advertising Requirement:</b>	<b>Yes</b>		<b>No</b>	
						X	
<b>Contract/P.O. Required:</b>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<i>(Enter #)</i>			
		X					
<b>Strategic Plan Related:</b>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b> Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Imag <input type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> N/A			
		X					
<b>Sponsor Name:</b>	Cameron Benson, City Manager		<b>Department:</b>	Development Services			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE FINAL PLAT FOR “MAJORCA ESTATES” SUBMITTED BY D.R. HORTON, INC., FOR THE PROPERTY GENERALLY LOCATED AT NW 208<sup>TH</sup> STREET AND NW 9<sup>TH</sup> COURT, MORE PARTICULARLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

On December 9, 2015, City Council approved the Majorca Estates Final Plat. The original Resolution 2015-202-2899 incorrectly stated a proposed development of fifty-one (51) townhomes. The applicant is actually proposing to develop fifty-one (51) single-family homes.

**Proposed Action:**

It is recommended that the City Council approve the amendment to Resolution 2015-202-2899.

**Attachments:**

Attachment "A"- Legal Description

Attachment "B"- Final Plat of "Majorca Estates"

Attachment "C"- Letter of Compliance from Surveyor

AMENDED RESOLUTION NO. 2015-202-2899

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE FINAL PLAT FOR "MAJORCA ESTATES" SUBMITTED BY D.R. HORTON, INC., FOR THE PROPERTY GENERALLY LOCATED AT NW 208<sup>TH</sup> STREET AND NW 9<sup>TH</sup> COURT, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, D.R. Horton, Inc., seeks approval of the Final Plat for "Majorca Estates", and

WHEREAS, the Applicant is proposing to develop fifty-one (51) single-family homes, and

WHEREAS, the Final Plat has been reviewed by the City's surveyor, and is in compliance with Section 177.081(1) of the Florida Statutes and Chapter 28 of the Miami-Dade County Code of Ordinances, and

WHEREAS, the City's Planning and Zoning Department has reviewed the Final Plat and finds that it is in compliance with Section 34-209 of the City's Land Development Code,

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 approves the Final Plat for "Majorca Estates" submitted by D.R. Horton, Inc., for the property generally located at NW 208<sup>th</sup> Street and NW 9<sup>th</sup> Court, more particularly described on Exhibit "A".

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 \_\_\_\_\_, 2016.

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OLIVER GILBERT, III, MAYOR

**ATTEST:**

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

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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

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

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

## PARCEL 1:

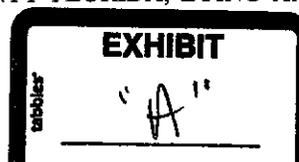
A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S02°31'06"E ALONG THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, STATE ROAD NO. 91, ALSO KNOWN AS THE SUNSHINE STATE PARKWAY FOR 100.05 FEET; THENCE N87°26'51"E ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 2408.07 FEET; THENCE N02°33'03"W ALONG THE WESTERLY CANAL RIGHT OF WAY LINE PER OFFICIAL RECORDS BOOK 8648 AT PAGE 1247 FOR 161.64 FEET; THENCE S86°57'25"W FOR 1709.96 FEET; THENCE S87°26'51"W FOR 24.94 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°30'34" FOR AN ARC DISTANCE OF 48.43 TO A POINT OF TANGENCY; THENCE N03°02'35"W FOR 95.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39°35'20" FOR AN ARC DISTANCE OF 46.29 FEET TO A POINT OF TANGENCY; THENCE N36°32'45"E FOR 47.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, ALONG A CENTRAL ANGLE OF 43°56'30" FOR AN ARC DISTANCE 19.17 FEET TO A POINT OF CUSP; THE FOLLOWING THREE (3) COURSES BEING ALONG THE RIGHT OF WAY LINE OF NW 14 PLACE AS SHOWN ON SAID PLAT OF LAKES OF TUSCANY PHASE ONE, (1) THENCE NORTHWESTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE 112°40'08" FOR AN ARC DISTANCE OF 123.89 FEET TO A POINT OF REVERSE CURVATURE; (2) THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56°36'28" FOR AN ARC DISTANCE OF 24.70 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE NORTHWESTERLY ALONG A 440.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°47'11" FOR AN ARC DISTANCE OF 6.04 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS S47°20'06"W; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°09'37" FOR AN ARC DISTANCE OF 34.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 150.00 FOOT RADIUS CURVE, LEADING TO THE LEFT THROUGH A CENTRAL ANGLE OF 57°01'44" FOR AN ARC DISTANCE OF 149.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°29'26" FOR AN ARC DISTANCE OF 19.28 FEET TO A POINT OF TANGENCY; THENCE S03°02'35"E FOR 98.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°29'52" FOR AN ARC DISTANCE OF 48.96 FEET TO POINT OF TANGENCY; THENCE S87°26'51"W FOR 499.96 FEET; THENCE S53°17'59"W ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "C" OF LAKES OF TUSCANY PHASE ONE FOR 83.64 FEET TO THE POINT OF BEGINNING.

AND

## PARCEL 2:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF



SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 9TH COURT PER SAID PLAT OF WALDEN POND AND BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS S77°25'27"E FROM SAID POINT OF COMMENCEMENT; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID N.W. 9TH COURT AND THE FOLLOWING SIX (6) COURSES ARE ALONG THE WESTERLY LINE OF SAID TRACT "A", WALDEN POND; (1) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 509.00 FEET THROUGH A CENTRAL ANGLE OF 10°15'14" FOR AN ARC DISTANCE OF 91.09 FEET TO A POINT OF TANGENCY; (2) THENCE S02°19'19"W FOR 136.07 FEET; (3) THENCE N87°40'41"W FOR 1.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; (4) THENCE S02°19'19"W ALONG THE WESTERLY LINE OF SAID TRACT "A", WALDEN POND, FOR 137.93 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHWESTERLY; (5) THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF SAID TRACT "A", WALDEN POND, AND BEING ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 460.00 FEET THROUGH A CENTRAL ANGLE OF 74°25'20" FOR AN ARC DISTANCE OF 597.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE ALSO CONCAVE NORTHWESTERLY; (6) THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 2904.79 FEET THROUGH A CENTRAL ANGLE OF 03°35'34" FOR AN ARC DISTANCE OF 182.15 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT "A" WALDEN POND; THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 2904.79 FEET THROUGH A CENTRAL ANGLE OF 6°32'28" FOR AN ARC DISTANCE OF 331.62 FEET TO A NON-TANGENT LINE; THENCE N02°33'03"W ALONG THE EASTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 42.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTH AND WHOSE RADIUS POINT BEARS N03°07'49"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 2862.79 FEET THROUGH A CENTRAL ANGLE OF 10°07'32" FOR AN ARC DISTANCE OF 505.92 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 418.00 FEET THROUGH A CENTRAL ANGLE OF 74°25'20" FOR AN ARC DISTANCE OF 542.95 FEET TO A POINT OF TANGENCY; THENCE N02°19'19"E FOR 137.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID N.W. 9TH COURT, WALDEN POND; THENCE S87°40'41"E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 42.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 3:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S87°26'51"W ALONG THE NORTHERLY LINE OF THE CANAL RIGHT OF WAY FOR 330.69 FEET; THENCE N02°33'03"W ALONG THE EASTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 120.25 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST AND WHOSE RADIUS POINT BEARS N03°07'19"W; THENCE NORTHEASTERLY ALONG A 2904.79 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°32'28" FOR AN ARC DISTANCE OF 331.62 FEET; THENCE S02°33'03"E ALONG THE WESTERLY LINE OF SAID TRACT "A" FOR 142.44 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 4:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 9TH COURT PER SAID PLAT OF WALDEN POND AND BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS S77°25'27"E FROM SAID POINT OF COMMENCEMENT; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID N.W. 9TH COURT; (1) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 509.00 FEET THROUGH A CENTRAL ANGLE OF 10°15'14" FOR AN ARC DISTANCE OF 91.09 FEET TO A POINT OF TANGENCY; (2) THENCE S02°19'19"W FOR 136.07 FEET; (3) THENCE N87°40'41"W FOR 1.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID N.W. 9TH COURT; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SAID N.W. 9TH COURT; (1) THENCE N87°40'41"W FOR 42.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; (2) THENCE N87°40'41"W FOR 21.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 63.00 FEET; (3) THENCE WESTERLY 2.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°36'19" TO A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N04°55'38"E; THENCE SOUTHEASTERLY AND SOUTHERLY 38.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°23'41" TO A POINT OF CUSP ON A LINE; THENCE N02°19'19"E ALONG SAID LINE FOR 24.91 FEET TO THE POINT OF BEGINNING.







# Major Estates

P.B. \_\_\_\_\_ P.G. \_\_\_\_\_  
SHEET 4 OF 4

A REPLAT OF A PORTION OF THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 AT PAGE 118 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, CITY OF MIAMI GARDENS, MIAMI-DADE COUNTY, FLORIDA.

PREPARED BY:  
TRI-COUNTY ENGINEERING, INC.  
ENGINEERS ARCHITECTS SURVEYORS & APPRAISERS  
CERTIFICATES: REG. #5206, AA-277213, 6507 STATE OF FLORIDA  
7729 NW 146 TH ST. PH: (305) 823-3737  
MIAMI LAKES, FLORIDA 33016 FAX: (305) 823-3172  
MARCH, 2015



LOT	AREA (IN SQUARE FEET)
1	5,250
2	5,250
3	5,250
4	5,250
5	5,250
6	5,250
7	5,250
8	5,250
9	5,250
10	5,250
11	5,250
12	5,250
13	5,273
14	5,295
15	5,316
16	5,337
17	5,359
18	5,380
19	5,402
20	5,423
21	5,444
22	5,466
23	5,487
24	5,509
25	5,530
26	5,551
27	5,573
28	5,594
29	5,616
30	5,637
31	5,658
32	5,680
33	5,701
34	5,723
35	5,744
36	5,765
37	5,787
38	5,808
39	5,830
40	5,851
41	5,872
42	5,894
43	5,916
44	5,937
45	5,957

LOT	AREA (IN SQUARE FEET)
1	6,746
2	6,723
3	6,868
4	7,071
5	7,332
6	7,650

### SURVEYOR'S NOTES:

- \*P.R.M. - DENOTES PERMANENT REFERENCE MONUMENT L.B. NO. 6507
  - \*P.C.P. - DENOTES PERMANENT CONTROL POINT L.B. NO. 6507
  - F.O.B. - INDICATES POINT OF BEGINNING
  - N.T.S. - INDICATES NOT TO SCALE
  - P.B. - INDICATES PLAT BOOK
  - P.G. - INDICATES PAGE
  - C.B. - INDICATES CHORD BEARING
  - C.L. - INDICATES CHORD LENGTH
  - ℄ - INDICATES CENTER LINE
  - ℄ - INDICATES LIMITED ACCESS RIGHT-OF-WAY LINE
- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED VALUE OF N87°28'51"E ALONG THE SOUTH LINE OF THE N.W. 1/4 OF SECTION 35-1915-R41E.

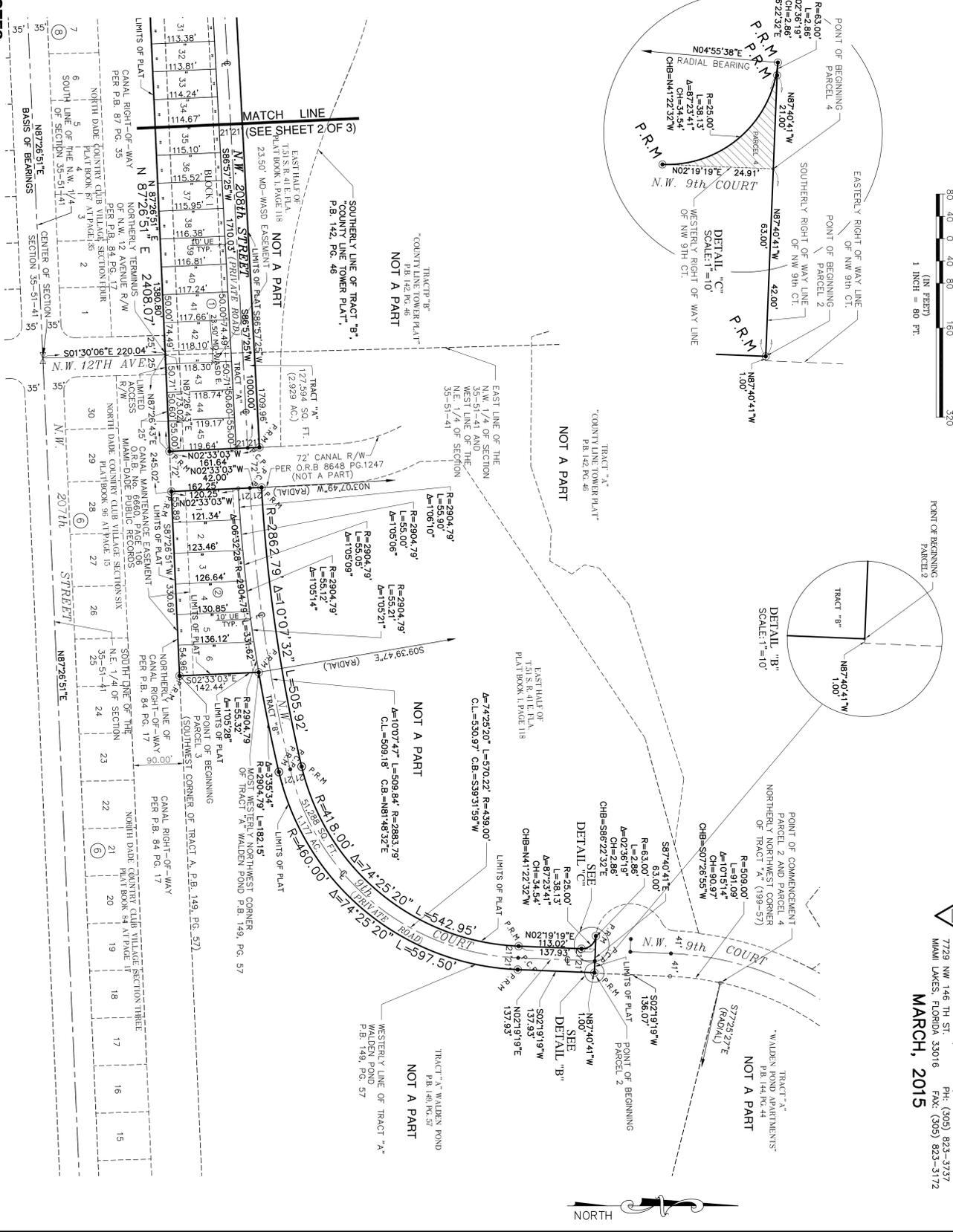
NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

### RECORDING STATEMENT:

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2015, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ P.M. IN BOOK \_\_\_\_\_ OF PLATS, AT PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT WAS RECORDED IN PLAT BOOK \_\_\_\_\_ OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN, CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_ Deputy Clerk



10412 SW 23<sup>RD</sup> TERRACE  
MIAMI, FLORIDA 33165  
(305) 389-8321 Telephone  
(305) 222-1145 FAX  
E-mail: cabrerapsm@aol.com

# Cabrera Consulting Services

October 2, 2015

Mr. E.L. Waters, Principal  
E.L. Waters and Company, LLC  
12485 NW 195<sup>TH</sup> TERRACE  
MIAMI, Florida 33015

Re: Majorca Estates Final Subdivision Plat

Subject: City of Miami Gardens Planning Dept. plat documents review

Dear Mr. Waters;

This letter shall serve to confirm that the above referenced Plat has been reviewed and approved for The subject property located along NW 208 Street between NW 16 Avenue and NW 9 Court. Prepared by Tri-County Engineering Inc. and it has been reviewed by a Florida licensed Professional Surveyor and Mapper and has been determined to be in accordance with Chapter 177.018 Florida Statutes.

I reviewed the final plat PDF documents submitted by Tri-County Engineering for a second time, and Again it appears that they corrected all the items I marked up back in July. Now they need to submit The original documents fully executed with the names, titles and dates, signed and sealed to the City.

Thank you for the opportunity to serve you and we look forward to working with you on this project.

Sincerely,

CABRERA CONSULTING SERVICES



Rafael R. Cabrera, P.S.M.

For the firm

**OPINION OF TITLE**

TO: THE CITY OF MIAMI GARDENS, a political subdivision of the State of Florida

With the understanding that this opinion of title is furnished to THE CITY OF MIAMI GARDENS, FLORIDA, as an inducement for execution of an agreement covering the real property hereinafter described, it is hereby certified that I have examined the complete Owner's Title Insurance Policy Number FA-35-0994560 and Title Reports issued by First American Title Insurance Company covering the period from the BEGINNING to May 6, A.D. 2015, at 12:01 A.M. inclusive, of the following described real property:

**SEE EXHIBIT "A"**

Basing my opinion on said complete title policy and title updates covering said period I am of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in: D. R. Horton, Inc., a Delaware corporation.

Subject to the following liens, encumbrances, and other exceptions:

**MORTGAGES**

**NONE**

**GENERAL EXCEPTIONS**

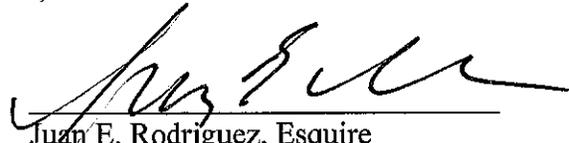
1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics' or materialmens' liens.
5. Zoning and other restrictions imposed by governmental authority.

**SPECIAL EXCEPTIONS**

See Exhibit "B" attached hereto and made a part hereof.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice law in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted, this 2 day of June, 2015.



Juan E. Rodriguez, Esquire  
Florida Bar No. 0616461  
80 S.W. 8<sup>th</sup> Street  
Suite 2550  
Miami, Florida 33130  
(305) 379-1681

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2 day of June, 2015 by Juan E. Rodriguez, Esquire. Said Juan E. Rodriguez, Esquire is personally known to me and/or produced a \_\_\_\_\_ as identification.



My Commission Expires:

Notary Public, State of Florida at Large



## PARCEL 1:

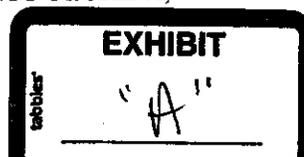
A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S02°31'06"E ALONG THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, STATE ROAD NO. 91, ALSO KNOWN AS THE SUNSHINE STATE PARKWAY FOR 100.05 FEET; THENCE N87°26'51"E ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 2408.07 FEET; THENCE N02°33'03"W ALONG THE WESTERLY CANAL RIGHT OF WAY LINE PER OFFICIAL RECORDS BOOK 8648 AT PAGE 1247 FOR 161.64 FEET; THENCE S86°57'25"W FOR 1709.96 FEET; THENCE S87°26'51"W FOR 24.94 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°30'34" FOR AN ARC DISTANCE OF 48.43 TO A POINT OF TANGENCY; THENCE N03°02'35"W FOR 95.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39°35'20" FOR AN ARC DISTANCE OF 46.29 FEET TO A POINT OF TANGENCY; THENCE N36°32'45"E FOR 47.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, ALONG A CENTRAL ANGLE OF 43°56'30" FOR AN ARC DISTANCE 19.17 FEET TO A POINT OF CUSP; THE FOLLOWING THREE (3) COURSES BEING ALONG THE RIGHT OF WAY LINE OF NW 14 PLACE AS SHOWN ON SAID PLAT OF LAKES OF TUSCANY PHASE ONE, (1) THENCE NORTHWESTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE 112°40'08" FOR AN ARC DISTANCE OF 123.89 FEET TO A POINT OF REVERSE CURVATURE; (2) THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56°36'28" FOR AN ARC DISTANCE OF 24.70 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE NORTHWESTERLY ALONG A 440.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°47'11" FOR AN ARC DISTANCE OF 6.04 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS S47°20'06"W; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 80°09'37" FOR AN ARC DISTANCE OF 34.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 150.00 FOOT RADIUS CURVE, LEADING TO THE LEFT THROUGH A CENTRAL ANGLE OF 57°01'44" FOR AN ARC DISTANCE OF 149.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°29'26" FOR AN ARC DISTANCE OF 19.28 FEET TO A POINT OF TANGENCY; THENCE S03°02'35"E FOR 98.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°29'52" FOR AN ARC DISTANCE OF 48.96 FEET TO POINT OF TANGENCY; THENCE S87°26'51"W FOR 499.96 FEET; THENCE S53°17'59"W ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "C" OF LAKES OF TUSCANY PHASE ONE FOR 83.64 FEET TO THE POINT OF BEGINNING.

AND

## PARCEL 2:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF



SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 9TH COURT PER SAID PLAT OF WALDEN POND AND BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS S77°25'27"E FROM SAID POINT OF COMMENCEMENT; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID N.W. 9TH COURT AND THE FOLLOWING SIX (6) COURSES ARE ALONG THE WESTERLY LINE OF SAID TRACT "A", WALDEN POND; (1) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 509.00 FEET THROUGH A CENTRAL ANGLE OF 10°15'14" FOR AN ARC DISTANCE OF 91.09 FEET TO A POINT OF TANGENCY; (2) THENCE S02°19'19"W FOR 136.07 FEET; (3) THENCE N87°40'41"W FOR 1.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; (4) THENCE S02°19'19"W ALONG THE WESTERLY LINE OF SAID TRACT "A", WALDEN POND, FOR 137.93 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHWESTERLY; (5) THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF SAID TRACT "A", WALDEN POND, AND BEING ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 460.00 FEET THROUGH A CENTRAL ANGLE OF 74°25'20" FOR AN ARC DISTANCE OF 597.50 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE ALSO CONCAVE NORTHWESTERLY; (6) THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 2904.79 FEET THROUGH A CENTRAL ANGLE OF 03°35'34" FOR AN ARC DISTANCE OF 182.15 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT "A" WALDEN POND; THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE RIGHT HAVING A RADIUS OF 2904.79 FEET THROUGH A CENTRAL ANGLE OF 6°32'28" FOR AN ARC DISTANCE OF 331.62 FEET TO A NON-TANGENT LINE; THENCE N02°33'03"W ALONG THE EASTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 42.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTH AND WHOSE RADIUS POINT BEARS N03°07'49"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 2862.79 FEET THROUGH A CENTRAL ANGLE OF 10°07'32" FOR AN ARC DISTANCE OF 505.92 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 418.00 FEET THROUGH A CENTRAL ANGLE OF 74°25'20" FOR AN ARC DISTANCE OF 542.95 FEET TO A POINT OF TANGENCY; THENCE N02°19'19"E FOR 137.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID N.W. 9TH COURT, WALDEN POND; THENCE S87°40'41"E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 42.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 3:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S87°26'51"W ALONG THE NORTHERLY LINE OF THE CANAL RIGHT OF WAY FOR 330.69 FEET; THENCE N02°33'03"W ALONG THE EASTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 120.25 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST AND WHOSE RADIUS POINT BEARS N03°07'19"W; THENCE NORTHEASTERLY ALONG A 2904.79 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°32'28" FOR AN ARC DISTANCE OF 331.62 FEET; THENCE S02°33'03"E ALONG THE WESTERLY LINE OF SAID TRACT "A" FOR 142.44 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 4:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY NORTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.W. 9TH COURT PER SAID PLAT OF WALDEN POND AND BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS S77°25'27"E FROM SAID POINT OF COMMENCEMENT; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID N.W. 9TH COURT; (1) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE LEADING TO THE LEFT HAVING A RADIUS OF 509.00 FEET THROUGH A CENTRAL ANGLE OF 10°15'14" FOR AN ARC DISTANCE OF 91.09 FEET TO A POINT OF TANGENCY; (2) THENCE S02°19'19"W FOR 136.07 FEET; (3) THENCE N87°40'41"W FOR 1.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID N.W. 9TH COURT; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SAID N.W. 9TH COURT; (1) THENCE N87°40'41"W FOR 42.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; (2) THENCE N87°40'41"W FOR 21.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 63.00 FEET; (3) THENCE WESTERLY 2.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°36'19" TO A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N04°55'38"E; THENCE SOUTHEASTERLY AND SOUTHERLY 38.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°23'41" TO A POINT OF CUSP ON A LINE; THENCE N02°19'19"E ALONG SAID LINE FOR 24.91 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

1. Reservation contained in Deed from Trustees of the Internal Improvement Fund of the State of Florida, filed in Deed Book 3636, Page 138.
2. Easement for Canal Maintenance recorded in Book 6660, Page 106.
3. Agreement for Water Distribution Facilities and Service recorded in Book 8702, Page 1155 and Addendum Number One filed in Book 12811, Page 3117.
4. Agreement recorded in Book 10685, Page 1047.
5. Declaration of Covenants, Conditions and Restrictions recorded in Book 18862, Page 1863.
6. Agreement for Water and Sanitary Sewage Facilities recorded in Book 19062, Page 806 and Addendum Number One filed in Book 20309, Page 2368.
7. Easement granted to Florida Power & Light Company by instrument recorded in Book 21467, Page 910.
8. Ordinance No. 02-179 recorded in Book 20782, Page 2249.
9. Resolution No. R-1097-2 as recorded in Book 20782, Page 2860.
10. Agreement For the Construction of Water and Sanitary Sewage Facilities recorded in Official Records Book 23334, Page 4421, and Addendum Number One recorded in Official Records Book 24380, Page 1803.
11. Easement recorded in Official Records Book 24077, Page 2870.
12. Declaration of Master Association Covenants, Easements and Restrictions for Majorca Isles recorded in Official Records Book 24378, Page 2858, as amended by Amendment Declaration of Master Association Covenants, Easements and Restrictions recorded in Official Records Book 24471, Page 1824.
13. Agreement for Water and Sanitary Sewage Facilities Between Miami-Dade County and D. R. Horton, Inc., recorded in Official Records Book 25018, at Page 1826.
14. Notice of Establishment of Majorca Isles Community Development District recorded in Official Records Book 25432, Page 404.
15. Notice of Environmental Resource or Surface Water Management Permit recorded in Official Records Book 27871, Page 370.
16. Declaration of Restrictive Covenants recorded in Official Records Book 28690, Page 1608.
17. Agreement for Water and Sanitary Sewage Facilities Between Miami-Dade County and D. R. Horton, Inc., recorded in Official Records Book 28365, at Page 4767.
18. Agreement for Water and Sanitary Sewage Facilities Between Miami-Dade County and D. R. Horton, Inc., recorded in Official Records Book 29371, at Page 1596.

All in the Public Records Miami-Dade County, Florida.



CFN 2006R0094678  
OR Bk 24183 Pgs 4515 - 4518; (4pgs)  
RECORDED 01/27/2006 10:30:40  
DEED DOC TAX 64,406.40  
SURTAX 48,304.80  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by  
Steven B. Greenfield, Esquire  
STEVEN B. GREENFIELD, P.A.  
7000 W. Palmetto Park Road, Suite 402  
Boca Raton, Florida 33433  
Our file number: 049970

Folio # 34-1135-000-0011

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made this 26 day of January, 2006, between Prime Homes at Portofino Gardens, Ltd., a Florida Limited Partnership, having its principal place of business at 21218 Saint Andrews Blvd., #510, Boca Raton, FL 33433, FL, "GRANTOR", and D.R. Horton, Inc., a Delaware corporation, having an address of: 1192 East Newport Center Drive, Suite 150, Deerfield Beach, FL 33442 "GRANTEE".

WITNESSETH: That said GRANTOR, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, and GRANTEE'S heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to wit:

See "Attached Exhibit A"

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

SUBJECT TO restrictions, easements and limitations of record (while not seeking to reimpose the same); taxes for the year 2006 and subsequent years, and to all valid zoning ordinances.

"GRANTOR" and "GRANTEE" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR's hand and seal the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Prime Homes at Portofino Gardens, LTD.,  
a Florida limited partnership  
BY: Portofino Gardens Builders, Inc.  
By: Larry M. Abbo, Its Vice-President

Geovanna Fortier  
\_\_\_\_\_  
Witness Signature

Larry M. Abbo  
\_\_\_\_\_  
LARRY M. ABBO, Vice President

Geovanna Fortier  
\_\_\_\_\_  
Witness Print Name

Isba Bouguneau  
\_\_\_\_\_  
Witness Signature

Isba Bouguneau  
\_\_\_\_\_  
Witness Print Name

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26 day of January, 2006, by Larry M. Abbo, Vice President of Portofino Gardens Builders, Inc., General Partner of Prime Homes at Gardens, LTD., a Florida Limited Partnership, on behalf of said Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA  
 Geovanna Fortier  
Commission # DD456083  
Expires: JULY 31, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

Geovanna Fortier  
\_\_\_\_\_  
Notary Public  
State of Florida at large  
My Commission expires:

# EXHIBIT "A"

## TRACT "F":

A PORTION OF THE EAST 1/2 OF T.51S.R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N53°17'59"E ALONG THE SOUTHEASTERLY LINE OF TRACTS "C" & "D" OF SAID LAKES OF TUSCANY PHASE ONE FOR 721.84 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT "D" ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N53°17'59"E, THENCE SOUTHEASTERLY ALONG A 440.00 FOOT RADIUS CURVE LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°45'03" FOR AN ARC DISTANCE OF 51.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°36'27" FOR AN ARC DISTANCE OF 24.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 112°40'08" FOR AN ARC DISTANCE OF 123.89 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID CURVE NORTHERLY AND NORTHWESTERLY ALONG A 63.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 133°56'28" FOR AN ARC DISTANCE OF 147.28 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND WHOSE RADIUS POINT BEARS N36°32'47"E; THE FOLLOWING (6) SIX COURSES BEING ALONG THE EXTERIOR BOUNDARY OF TRACT "B", COUNTY LINE TOWER PLAT, AS RECORDED IN PLAT BOOK 142, PAGE 46 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE SOUTHEASTERLY ALONG A 360.00 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 44°20'49" FOR AN ARC DISTANCE OF 278.64 FEET TO A POINT OF TANGENCY; (2) THENCE N82°11'58"E FOR 339.00 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; (3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET THROUGH A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 413.64 FEET TO A POINT OF TANGENCY (4) THENCE S67°48'02"E FOR 90.00 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHEASTERLY; (5) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE LEFT, HAVING A RADIUS OF 1233.24 FEET THROUGH A CENTRAL ANGLE OF 20°30'00" FOR AN ARC DISTANCE OF 441.24 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHERLY; (6) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, LEADING TO THE LEFT, HAVING A RADIUS OF 2824.79 FEET THROUGH A CENTRAL ANGLE OF 03°22'38" FOR AN ARC DISTANCE OF 166.50 FEET; THENCE S02°33'03"E ALONG THE WESTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 FOR 38.80 FEET; THENCE S86°57'25"W FOR 1734.63 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 31.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE 90°00'00" FOR AN ARC DISTANCE OF 48.69 FEET; THENCE N03°02'35"W FOR 95.52 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 67.00 FOOT RADIUS CURVE, LEADING TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°35'20" FOR AN ARC DISTANCE OF 46.29 FEET; THENCE N36°32'45"E FOR 47.03 FEET TO A POINT

## TRACT "I"

A PORTION OF SECTION 35 OF TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF NEWMAN'S SURVEY, RECORDED IN PLAT BOOK 1, AT PAGE 118 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE N87°26'57"E ALONG THE SOUTHERLY LINE OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 415.69 FEET TO A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF HOMESTEAD EXTENSION OF FLORIDA TURNPIKE; THENCE N02°31'06"W ALONG THE SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 220.00 FEET; THENCE N87°26'55"E ALONG A LINE 220.00 FEET NORTH WITH AND PARALLEL TO THE SOUTH LINE OF THE N. W. 1/4 OF SAID SECTION 35 FOR A DISTANCE OF 2480.09 FEET; THENCE N02°33'30"W FOR A DISTANCE OF 162.26 FEET TO THE POINT OF BEGINNING, THENCE

CONTINUE N02°33'30"W FOR A DISTANCE OF 137.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 346.00 FEET AND A CENTRAL ANGLE OF 25°25'05", FOR AN ARC DISTANCE OF 153.30 FEET; THENCE N02°26'58"W FOR A DISTANCE OF 71.71 FEET; THENCE N56°13'50"E FOR A DISTANCE OF 599.00 FEET; THENCE N74°33'45"E FOR A DISTANCE OF 362.38 FEET TO A NON-TANGENT POINT OF A CIRCULAR CURVE, SAID POINT BEARS N83°00'11"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 591.00 FEET AND A CENTRAL ANGLE OF 04°19'46", FOR AN ARC DISTANCE OF 44.66 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 60°24'42", FOR AN ARC DISTANCE OF 26.36 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET AND A CENTRAL ANGLE OF 150°45'26", FOR AN ARC DISTANCE OF 165.77 FEET TO A POINT OF TANGENCY; THENCE S87°40'41"E FOR A DISTANCE OF 21.00; THENCE S02°19'19"W FOR A DISTANCE OF 137.92 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 418.00 FEET AND A CENTRAL ANGLE OF 74°25'20", FOR AN ARC DISTANCE OF 542.95 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2862.79 FEET AND A CENTRAL ANGLE OF 10°07'31", FOR AN ARC DISTANCE OF 505.91 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINS 10.23 ACRES MORE OR LESS.

## BLOCK 1:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "C" OF LAKES OF TUSCANY PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 58 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S02°31'06"E ALONG THE EASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, STATE ROAD NO. 91, ALSO KNOWN AS THE SUNSHINE STATE PARKWAY FOR 100.05 FEET; THENCE N87°26'51"E ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 127.27 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PORTION OF LAND; THENCE N02°33'03"W FOR 100.11 FEET; THENCE N86°57'25"E FOR 2280.88 FEET; THENCE S02°33'03"E ALONG THE WESTERLY CANAL RIGHT OF WAY LINE PER OFFICIAL RECORDS BOOK 8648, PAGE 1247 FOR 119.64 FEET; THENCE S87°26'51"W ALONG THE NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 35 AND SAID NORTHERLY CANAL RIGHT OF WAY LINE PER PLAT BOOK 87 AT PAGE 37 FOR 2280.80 FEET TO THE POINT OF BEGINNING.

BLOCK 2:

A PORTION OF THE EAST 1/2 OF T.51S. R.41E. FLA SURVEYED BY JOHN W. NEWMAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 118, PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, LYING AND BEING IN THE NORTH 1/2 OF SECTION 35, TOWNSHIP 51 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT "A", WALDEN POND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE

COUNTY, FLORIDA; THENCE S87°26'51"W ALONG THE NORTHERLY LINE OF THE CANAL RIGHT OF WAY FOR 330.69 FEET; THENCE N02°33'03"W ALONG THE EASTERLY LINE OF THE CANAL RIGHT OF WAY PER OFFICIAL RECORD BOOK 8648 AT PAGE 1247 ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 120.25 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTHWEST AND WHOSE RADIUS POINT BEARS N03°07'19"W; THENCE NORTHEASTERLY ALONG A 2904.79 FOOT RADIUS CURVE, LEADING TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°32'28" FOR AN ARC DISTANCE OF 331.62 FEET; THENCE S02°33'03"E ALONG THE WESTERLY LINE OF SAID TRACT "A" FOR 142.44 FEET TO THE POINT OF BEGINNING.

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office, 6-17 AD 20 15  
HARVEY RUVIN, Clerk of Circuit and County Courts  
Deputy Clerk Frederick Jimin



217833



## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 27, 2016		<b>Item Type:</b> <i>(Enter X in box)</i>	<b>Resolution</b> X	<b>Ordinance</b>	<b>Other</b>	
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<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>	<b>Yes</b>		<b>No</b>	
				X			
<b>Contract/P.O. Required:</b>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>	<i>(Enter #)</i>			
		X					
<b>Strategic Plan Related:</b>	<b>Yes</b>	<b>No</b>	<b>Strategic Plan Priority Area:</b> Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Imag <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	<b>Strategic Plan Obj./Strategy:</b> N/A			
		X					
<b>Sponsor Name:</b>	Cameron Benson, City Manager		<b>Department:</b>	<i>Development Services &amp; Code Compliance</i>			

**Short Title:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING THAT CERTAIN AMENDED DECLARATION OF RESTRICTIONS COVENANT, SUBMITTED BY ANTHONY AMOS A/K/A EDITH INC., FOR THE PROPERTY GENERALLY LOCATED AT N.W. 2<sup>ND</sup> AVENUE AND N.W. 195<sup>TH</sup>, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**Staff Summary:**

**Background**

“The Villa” is a bar/lounge in the Caribbean Plaza located at 19501 NW 2<sup>nd</sup> Avenue on the southeast corner. The Applicant filed an Application with the City of Miami Gardens to allow an alcoholic beverage establishment to be located less than 1500 feet from an existing alcoholic beverage establishment; to allow a nightclub use to be located less than 2500 feet from a place of religious assembly; and to allow a night club use to be located less than 500 feet from residential zoned property. In order to assure the City of Miami Gardens that the representations made by the Applicant would be abided, entered a Declaration of Restrictions, dated on July 26<sup>th</sup>, 2013.

### **Current**

The Applicant has proposed to expand the business with the construction of an outdoor bar to provide an atmosphere where guests may relax and enjoy food and drinks and watch sports on TV.

The current Declaration of Restrictions, recorded July 26, 2013 restricts the square foot space for nightclub use to 1,827 SF. The existing nightclub area is 2,189 SF and the proposed addition will add another 2,389 SF to the use, exceeding the maximum square foot space permitted. The Applicant has requested a modification of the Declaration of Restrictions dated July 26, 2013, to modify the limitation of use.

### **Conclusion**

Staff recommends a modification to the Declaration of Restrictions #3. Limitation of Use from 1,827 square feet to 4,579 square feet.

### **Proposed Action:**

It is recommended that the City Council approve the proposed Resolution for the Modification of the existing Declaration of Restrictions.

### **Attachments:**

Attachment “A”- Staff Recommendation  
 Attachment “B”- Declaration of Restrictions  
 Attachment “C”- Legal Description  
 Attachment “D”- Site Plan  
 Attachment “E”- Letter of Intent

RESOLUTION NO. 2016\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ACCEPTING THAT CERTAIN AMENDED DECLARATION OF RESTRICTIONS COVENANT, SUBMITTED BY ANTHONY AMOS A/K/A EDITH INC., FOR THE PROPERTY GENERALLY LOCATED AT N.W. 2<sup>ND</sup> AVENUE AND N.W. 195<sup>TH</sup>, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council granted Anthony Amos a/k/a Edith Inc. ("Applicant") a special exception for a nightclub use relating to the property generally located at N.W. 2<sup>nd</sup> Avenue and N.W. 195<sup>th</sup> Street, more particularly described on Exhibit "A", attached hereto, and

WHEREAS, at that time, the City Council also accepted a Declaration of Restrictions, which was proffered by the Applicant and was recorded in Official Records Book 28742 Pages 3700 of the Public Records of Miami Dade County, and

WHEREAS, the Applicant desires to expand the nightclub with the construction of an outdoor bar where food and drinks will be served, and

WHEREAS, the existing Declaration of Restrictions permits a maximum area of 1,827 square feet for the nightclub use, and

WHEREAS, the Applicant is seeking to expand the nightclub use to 4,579 square feet, which exceeds the maximum square footage permitted under the Declaration of Restrictions, and

WHEREAS, as such, the Applicant desires to amend the Declaration of Restrictions to increase the nightclub space from 1,827 square feet to 4,579 square feet, and

WHEREAS, City staff recommends that the Declaration of Restrictions be amended in accordance with the request, and

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

34 WHEREAS, the City Council has also considered the testimony of the City’s  
35 Planning and Zoning staff and the staff report attached hereto as Exhibit “C”, and  
36 incorporated herein by reference,

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

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

42 Section 2: ACCEPTANCE OF DECLARATION: The City Council of the City of  
43 Miami Gardens hereby accepts that certain Amended Declaration of Restrictions,  
44 submitted by Anthony Amos a/k/a Edith Inc. for the property generally located at N.W.  
45 2<sup>nd</sup> Avenue and N.W. 195<sup>th</sup> Street, a copy of which is attached hereto as Exhibit “B”.

46 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby  
47 directed to record the Amended Declaration of Restrictions upon execution.

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

50 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI  
51 GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2016.

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OLIVER GILBERT, III, MAYOR

**ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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

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

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

**STAFF RECOMMENDATION**  
**PZ-2015-000999**

**APPLICATION INFORMATION**

Applicant: Anthony Amos/ Jairo Gonzalez, P.E.,  
 ArtechDesigners & Engineers, LLC  
 Property Location: 19501 NW 2<sup>nd</sup> Avenue  
 Property Size: 2, 189.91 SF  
 Future Land Use: Commerce  
 Existing Zoning: PCD – Planned Corridor Development  
 Requested Action(s): Modification of a current Declaration of Restrictions,  
 dated July 26<sup>th</sup>, 2013

**RECOMMENDATION:**

Recommend approval of the Resolution to ***Modify the Declaration of Restrictions*** subject to the following conditions:

Restriction 3. Limitation of Use to be modified from:

3. The nightclub use shall be limited to the 1,827 square foot shopping center space leased by the applicant for the purpose of establishing this use. Maximum occupancy of the premises shall not be exceeded at any time.

To

3. The nightclub use shall be limited to the 4,579 square foot shopping center space leased by the applicant for the purpose of establishing this use. Maximum occupancy of the premises shall not be exceeded at any time.

**REVIEW AND ANALYSIS:**

**Neighborhood Land Use Characteristics**

Property	Future Land Use Designation	Zoning Classification	Existing Use
Subject Site	Commerce	PCD	Commercial
North	Commerce	PCD	Commercial

<b>South</b>	Commerce	PCD	Commercial
<b>East</b>	Neighborhood	R-1 Single Family	R-1 Single Family
<b>West</b>	Commerce	PCD	Commercial

### **Project Summary/Background**

- Currently, “The Villa” is a bar/ lounge located at the southeast corner of the “Caribbean Plaza, located at 19501 NW 2<sup>nd</sup> Avenue.
- The Applicant filed an Application with the City of Miami Gardens to allow an alcoholic beverage establishment to be located less than 1500 feet from an existing alcoholic beverage establishment; to allow a nightclub use to be located less than 2500 feet from a place of religious assembly; and to allow a night club use to be located less than 500 feet from residential zoned property. In order to assure the City of Miami Gardens that the representations made by the Applicant would be abided, entered a Declaration of Restrictions, dated on July 26<sup>th</sup>, 2013.
- The Applicant have proposed to expand the business with the construction of an outdoor bar to provide an atmosphere where guests may relax and enjoy food and drinks and watch sports on TV.
- The Applicant submitted The Villa Bar and Lounge Addition for Site Plan Review and Staff issued its’ preliminary review and comments on April 20<sup>th</sup>, 2015.
- The Staff Recommendation required that the current Declaration of Restrictions, recorded July 26, 2013 which allow for an alcoholic beverage establishment restricts the square foot space for nightclub use to 1,827 SF. The existing nightclub area is 2,189 SF and the proposed addition will add another 2,389 SF to the use, exceeding the maximum square foot space permitted.

### **Anticipated Facilities Impact**

The subject application does not create additional impact upon public services and facilities.

### **Public Notification/Comments**

Notification of the applicant’s request is required in accordance with Section 34-46 (d) (7). The Applicant has been advised to meet the requirements prior to the Zoning Hearing.

Attachments:

- Legal Description
- Letter of Intent
- Submitted plans
- Hearing Map-Zoning
- Hearing Map-Aerial

CFN 2013RD586601  
OR Bk 28742 Pgs 3700 - 37061 (7pgs)  
RECORDED 07/26/2013 10:48:07  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Return to: (enclose self-addressed stamped envelope)

**Name: Ronetta Taylor, City Clerk**  
1515 N.W. 167<sup>th</sup> Street  
Building 5, Suite 200  
Miami Gardens, Florida 33169

**This Instrument Prepared by:**

Sonja K. Dickens, Esquire  
1515 N.W. 167<sup>th</sup> Street  
Building 5, Suite 200  
Miami Gardens, Florida 33169

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**DECLARATION OF RESTRICTIONS**

WHEREAS, ANTHONY AMOS a/k/a Edith, Inc. ("Applicant"), operates a business at property located at N.W. 2<sup>nd</sup> Avenue and N.W. 195<sup>th</sup> Street, more particularly described on Exhibit "A" attached hereto ("Property"), more particularly described on Exhibit "A," attached hereto, and

WHEREAS, the Applicant filed an Application with the City of Miami Gardens for:

- a) to allow an alcoholic beverage establishment to be located less than 1500 feet from an existing alcoholic beverage establishment;
- b) to allow a nightclub use to be located less than 2500 feet from a place of religious assembly;
- c) to allow a night club use to be located less than 500 feet from residential zoned property,

IN ORDER TO ASSURE the City of Miami Gardens that the representations made ~~by the Applicant will be abided by, the Applicant, subject only to conditions contained~~ herein, freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:



1. **Restriction of Hours.** The nightclub use and the sale of alcoholic beverages shall only be permitted during the hours of 11:00 a.m. to 2:00 a.m. the following day from Sunday to Thursday, and from 11:00a.m. to 3:00a.m. the following day on Friday and Saturday.
2. **Security/Off-Duty Police.** The applicant shall provide on-site and parking lot security at all times, with a minimum of four (4) security officers whenever there is live entertainment or when an admission is charged. In addition, the applicant shall hire a minimum of one (1) off-duty police officers, or a number to be determined by the City, to monitor nightclub activities when there is live entertainment or admission being charged.
3. **Limitation of Use.** The nightclub use shall be limited to the 1,827 square foot shopping center space leased by the applicant for the purpose of establishing this use. Maximum occupancy of the premises shall not be exceeded at any time.
4. **Posted Policies.** Applicant shall post written policies in a visible place to patrons concerning the dress code and prohibition of serving alcohol to minors.
5. **Business Registration.** Applicant agrees to register the business as a "We Care" business and to post said signage in a visible place for patrons.
6. **Noise and Nuisance Abatement.** The Applicant shall take all reasonable measures to sound proof the premises and to avoid any detrimental noise and other disturbances to the surrounding businesses and properties owners, which shall include, but not be limited to, loitering of patrons outside the premises, littering of the parking areas, parking in the swale areas or residential streets, or any other activities that in the sole opinion of the Administrative Official are detrimental to the surrounding properties and businesses. Failure or continued violation of this provision or if when, in the opinion of the Administrative Official, the nightclub use becomes a nuisance, the City may revoke the Special Exception use and Certificate of Use accordingly.
7. **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
8. **Covenant Running With The Land.** This Declaration on the part of the Applicant shall constitute a covenant running with the land and shall remain in full force and effect and be binding upon the Applicant, and his heirs, successors



and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

9. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming from the date this Declaration is recorded. This Declaration shall be in effect for a period of thirty (30) years from the date of recordation in the public records of Miami-Dade County, Florida, after which time it shall be automatically extended for periods of ten (10) years. This Declaration may be modified, amended or released as to the Property or any portion thereof by a written instrument executed by the then Applicant(s) of the Property, and applicable mortgagees, if any, provided that same is approved by the City Council after public hearing. In such event, the Mayor or City Manager shall execute a written instrument suitable for recordation acknowledging such modification, amendment or release.
10. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the City, or other procedure permitted under the City's Code, whichever by law has jurisdiction over such matters, after public hearing.
11. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may judge to be reasonable for attorney fees. This enforcement provision shall be in addition to any other remedies available at law or in equity. Jurisdiction shall be proper in Miami-Dade County.
12. **Authorization for Miami Gardens to Withhold Permits and Inspections.** In the event the terms of this Declaration are not complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.
13. **Executed Copy to be provided to the City. Executed Copy to be provided to the City Clerk.** The Applicant shall be fully responsible for providing to the City Clerk an original and fully executed copy of the Declaration of Restrictions within thirty (30) days of the approval of this request by the City Council, unless an appeal is filed or otherwise the Director, for good cause shown, grants a time extension. If this is not accomplished, the approval shall become null and void. If circumstances prevent the Applicant from complying with this timeframe condition, the Applicant may request, in writing, an extension of said thirty day



timeframe in writing to the Development Services Director, who is authorized to take such action upon the request to approve, disapprove or approve with conditions such request.

14. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
15. **Recording.** The City, at Applicant's expense following the approval of the same by the City of Miami Gardens, shall file this Declaration of record in the Public Records of Miami-Dade County, Florida.
16. **Acceptance of Declaration.** Applicant acknowledges that acceptance of this Declaration does not obligate the City in any manner, nor does it entitle Applicant to a favorable recommendation or approval of any application, zoning or otherwise, and the City Council retains its full power and authority to deny each such application in whole or in part, and to decline to accept any conveyance.
17. **Applicant.** The term Applicant shall include the Applicant, and its heirs, successors and assigns.
18. **Waiver.** Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge such party from its obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.
19. **Severability.** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.



20. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement and exhibits supersede any prior correspondence, memoranda or agreements in total hereto.
21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

(SIGNATURE PAGE TO FOLLOW)



IN WITNESS WHEREOF, Applicant has executed this Declaration.

[Signature]  
Print Name: GEORGETTE M<sup>C</sup> DOWELL Anthony Amos a/k/a Edith Inc.

[Signature]  
Print Name: NADINE TAYLOR

[Signature]  
Signature  
Anthony Amos  
Print Name  
07/16/13  
Date

ACCEPTANCE

The City of Miami Gardens, hereby accepts this Declaration of Restrictions hereby made by Anthony Amos A/K/A Edith, Inc.



Attest:  
[Signature]  
City Clerk  
Approved as to form:

CITY OF MIAMI GARDENS, FLORIDA

By: [Signature]  
Mayor Oliver Gilbert, III

Date: 7/17/2013

[Signature]  
Sonja K. Dickens, City Attorney

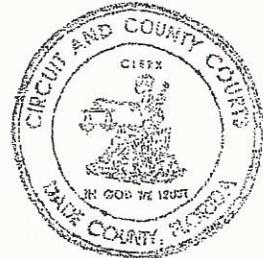


EXHIBIT "A"  
Legal Description

T 52 41 SIERRA 2ND ADDN PB 57-7  
LOTS 6 TO 13 INC & LOTS 5 & 14  
LESS N50.27FT BLK 30  
LOT SIZE 73260 SQUARE FEET  
OR 16160-2745 1193 I  
F/A/U 30-2101-012-1330

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on 26 2019 of  
A.D. 20

WITNESS my hand and Official Seal.  
HARVEY HAWIN, CLERK, of Circuit and County Courts  
By [Signature] D.C.



“THE VILLA”- OUTDOOR BAR EXTENSION PROJECT  
19501 NW 2<sup>nd</sup> Avenue, Miami Gardens, Florida 33169

LEGAL DESCRIPTION

PORTION OF LOTS 6 THROUGH 13 INCLUSIVE AND LOTS 5 AND 14, LESS NORTH 50.27 FEET, BLOCK 30 OF SECOND ADDITION TO SIERRA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 7 OF THE PUBLIC RECORDS OF MIAMI – DADE COUNTY, FLORIDA.

FOLIO No.: 34-2101-012-1330

Return to: (enclose self-addressed stamped envelope)

**Name: Ronetta Taylor, City Clerk**  
18605 NW 27th Avenue  
Miami Gardens, Florida 33056

**This Instrument Prepared by:**

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

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDED DECLARATION OF RESTRICTIONS**

WHEREAS, ANTHONY AMOS a/k/a Edith, Inc. ("Applicant"), operates a business at property located at N.W. 2<sup>nd</sup> Avenue and N.W. 195<sup>th</sup> Street, more particularly described on Exhibit "A" attached hereto ("Property"), more particularly described on Exhibit "A," attached hereto, and

WHEREAS, the Applicant filed an Application with the City of Miami Gardens for:

- a) to allow an alcoholic beverage establishment to be located less than 1500 feet from an existing alcoholic beverage establishment;
- b) to allow a nightclub use to be located less than 2500 feet from a place of religious assembly;
- c) to allow a night club use to be located less than 500 feet from residential zoned property,

IN ORDER TO ASSURE the City of Miami Gardens that the representations made by the Applicant will be abided by, the Applicant, subject only to conditions contained herein, freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

Added text is underlined. Deleted text is stricken through.

1. **Restriction of Hours.** The nightclub use and the sale of alcoholic beverages shall only be permitted during the hours of 11:00 a.m. to 2:00 a.m. the following day from Sunday to Thursday, and from 11:00a.m. to 3:00a.m. the following day on Friday and Saturday.
2. **Security/Off-Duty Police.** The applicant shall provide on-site and parking lot security at all times, with a minimum of four (4) security officers whenever there is live entertainment or when an admission is charged. In addition, the applicant shall hire a minimum of one (1) off-duty police officers, or a number to be determined by the City, to monitor nightclub activities when there is live entertainment or admission being charged.
3. **Limitation of Use.** The nightclub use shall be limited to the ~~1,827~~ 4,579 square foot shopping center space leased by the applicant for the purpose of establishing this use. Maximum occupancy of the premises shall not be exceeded at any time.
4. **Posted Policies.** Applicant shall post written policies in a visible place to patrons concerning the dress code and prohibition of serving alcohol to minors.
5. **Business Registration.** Applicant agrees to register the business as a “We Care” business and to post said signage in a visible place for patrons.
6. **Noise and Nuisance Abatement.** The Applicant shall take all reasonable measures to sound proof the premises and to avoid any detrimental noise and other disturbances to the surrounding businesses and properties owners, which shall include, but not be limited to, loitering of patrons outside the premises, littering of the parking areas, parking in the swale areas or residential streets, or any other activities that in the sole opinion of the Administrative Official are detrimental to the surrounding properties and businesses. Failure or continued violation of this provision or if when, in the opinion of the Administrative Official, the nightclub use becomes a nuisance, the City may revoke the Special Exception use and Certificate of Use accordingly.
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and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

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timeframe in writing to the Development Services Director, who is authorized to take such action upon the request to approve, disapprove or approve with conditions such request.

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20. **Entire Agreement**. This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement and exhibits supersede any prior correspondence, memoranda or agreements in total hereto.
21. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

**(SIGNATURE PAGE TO FOLLOW)**

**IN WITNESS WHEREOF**, Applicant has executed this Declaration.

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

Anthony Amos a/k/a Edith Inc.

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**ACCEPTANCE**

The City of Miami Gardens, hereby accepts this Declaration of Restrictions  
hereby made by \_\_\_\_\_.

Attest:

CITY OF MIAMI GARDENS, FLORIDA

\_\_\_\_\_  
City Clerk

By:\_\_\_\_\_  
Mayor Oliver Gilbert, III

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