



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: May 26, 2010
1515 NW 167th St., Bldg. 5, Suite 200
Miami Gardens, Florida 33169
Next Regular Meeting Date: June 9, 2010
Phone: (305) 622-8000 Fax: (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

Mayor Shirley Gibson
Vice Mayor Aaron Campbell Jr.
Councilwoman Barbara Watson
Councilman André Williams
Councilman Melvin L. Bratton
Councilwoman Sharon Pritchett
Councilman Oliver G. Gilbert III
City Manager Dr. Danny O. Crew
City Attorney Sonja K. Dickens, Esq.
City Clerk Ronetta Taylor, MMC

City of Miami Gardens Ordinance No. 2007-09-115 requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**
D-1) Regular City Council Minutes – April 28, 2010
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)

(F) SPECIAL PRESENTATIONS (5 minutes each)

- F-1) Mayor Shirley Gibson – Calder Race Course
- F-2) Councilwoman Sharon Pritchett – Silver Knight Winner
- F-3) Parks and Recreation Department – Turf Rodeo
- F-4) Progressive Young Adult Committee Report
- F-5) Dr. Crew, City Manager – Employee of the Month/5 year Service Pins
- F-6) Deputy Chief Paul Miller – Kiwanis Scholarship Presentation

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES TO PROHIBIT PAIN MANAGEMENT CLINICS FROM DISPENSING DRUGS ON-SITE; AMENDING SECTION 9-20 OF ORDINANCE NO. 2010-10-218 OF THE LAND DEVELOPMENT REGULATIONS (“LDRS”) TO PROHIBIT ON-SITE DISPENSING OF CONTROLLED SUBSTANCES AT MEDICAL OFFICES; AMENDING SECTION 10-30(DD) OF THE LDRS TO PROHIBIT MOBILE PAIN MANAGEMENT CLINICS; AMENDING APPENDIX “A” MASTER USE LIST AND USE DEFINITIONS OF THE LDRS TO INCLUDE DEFINITIONS FOR “PAIN MANAGEMENT CLINICS”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN OLIVER G. GILBERT III)

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

I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING A MORATORIUM ON THE SUBMISSION, PROCESSING AND ISSUANCE OF CERTIFICATES OF USE AND BUSINESS TAX RECEIPTS FOR THE OPERATION OF PAIN CLINICS AND PAIN MANAGEMENT CLINICS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR A STUDY(S); PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (1St Reading – May 14, 2010)

(J) CONSENT AGENDA

- J-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO SPIRIT WEAR, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-EIGHT THOUSAND, SIX HUNDRED SIXTEEN DOLLARS AND 65/100 CENTS (\$138,616.65), FOR CHEERLEADING UNIFORMS; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER NOT TO EXCEED THIS AMOUNT; AUTHORIZING AN AWARD TO VARSITY SPIRIT FASHIONS/CDT OF MEMPHIS, TN, IN THE EVENT SPIRIT WEAR, INC. IS DEEMED NON-COMPLIANT DURING THE CONTRACT PERIOD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- J-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, VACATING A RIGHT-OF-WAY AS SHOWN ON THE TENTATIVE PLAT APPROVAL FOR THE MIAMI GARDENS COMMUNITY CENTER, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER AND CITY ATTORNEY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- J-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY OF MIAMI GARDENS TO SPONSOR "THE MIAMI GARDENS KIWANIS CLUB GOLF TOURNAMENT" TO BE HELD ON SEPTEMBER 17, 2010, IN THE AMOUNT OF SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$7,500.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)**
- J-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND, THREE HUNDRED NINETY DOLLARS AND 20/100 CENTS (\$171,390.20) TO SUNGARD PUBLIC SECTOR, INC., FOR OSSI SOFTWARE FOR THE MIAMI GARDENS POLICE DEPARTMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

J-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING MAYOR SHIRLEY GIBSON'S APPOINTMENT OF MELISSA LORRAINE KING, TO THE CITY OF MIAMI GARDENS PROGRESSIVE YOUNG ADULTS FOR A TERM OF TWO (2) YEARS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)

(K) RESOLUTIONS

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RETAINER AGREEMENT WITH THE LAW FIRM OF GREENBERG TRAURIG, P.A., ATTACHED HERETO AS EXHIBIT "A," WITH RESPECT TO BOND COUNSEL REPRESENTATION FOR A FIFTY-THREE MILLION DOLLARS (\$53,000,000.00) PUBLIC BUILDING BOND; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY/CITY MANAGER)

K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RETAINER AGREEMENT WITH THE LAW FIRM OF BRYANT MILLER OLIVE, P.A., ATTACHED HERETO AS EXHIBIT "A," TO SERVE AS DISCLOSURE COUNSEL WITH RESPECT TO THE ISSUANCE OF A FIFTY-THREE MILLION DOLLARS (\$53,000,000.00) PUBLIC BUILDING BOND; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY ATTORNEY/CITY MANAGER)

K-3) 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 RETAINER AGREEMENT WITH THE UNDERWRITING FIRM OF LOOP CAPITAL MARKET, LLC, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;

PROVIDING AN EFFECTIVE DATE. (SPONSORED BY CITY ATTORNEY/CITY MANAGER)

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

L-1) City Manager's Monthly Report

(M) REPORTS OF MAYOR AND COUNCIL MEMBERS

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

(O) 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./ 2228, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT. 2228. THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY'S WEBSITE AT www.miamigardens-fl.gov.

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



**City of Miami Gardens
Agenda Cover Memo**

| | | | | | | | |
|---|---|----|--|-------------------------------|------------------|--------------------|--|
| Council Meeting Date: <i>(Enter X in box)</i> | May 26, 2010 | | Item Type: <i>(Enter X in box)</i> | Resolution | Ordinance | Other | |
| | | | | | X | | |
| Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | 1st Reading | | 2nd Reading | |
| | | X | | | X | | |
| Funding Source: | N/A | | Advertising Requirement: | Yes | No | | |
| | | | | | X | | |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | RFP/RFQ/Bid #: | N/A | | | |
| | | X | | | | | |
| Sponsor Name | Councilman Oliver G. Gilbert III | | Department: | Mayor and City Council | | | |

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES TO PROHIBIT PAIN MANAGEMENT CLINICS FROM DISPENSING DRUGS ON-SITE; AMENDING SECTION 9-20 OF ORDINANCE NO. 2010-10-218 OF THE LAND DEVELOPMENT REGULATIONS ("LDRS") TO PROHIBIT ON-SITE DISPENSING OF CONTROLLED SUBSTANCES AT MEDICAL OFFICES; AMENDING SECTION 10-30(DD) OF THE LDRS TO PROHIBIT MOBILE PAIN MANAGEMENT CLINICS; AMENDING APPENDIX "A" MASTER USE LIST AND USE DEFINITIONS OF THE LDRS TO INCLUDE DEFINITIONS FOR "PAIN MANAGEMENT CLINICS"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Summary:

Councilman Gilbert is recommending that the City adopt an Ordinance to prohibit "pain management clinics." Medical offices and pharmacies are permitted in various zoning areas throughout the City. While the normal operations and expectations of a medical office use include examination by doctors, if prescriptions are required, they are normally written on-site, and filled off-site at a pharmacy. However, pain management clinics provide the prescription, and also fill the prescription on-site. While some pain management clinics operate for legitimate purposes, there is a pattern of abuse,

**ITEM H-1) ORDINANCE
FIRST READING
Prohibiting on-site Drug Dispensing**

which includes illegal sale, use, and delivery of narcotics when they are dispensed on site. Increased criminal activity and other secondary effects including loitering occur at pain clinics. The Miami Gardens Police Department has observed dispensing of drugs, sales and other criminal activities on or around the properties where various clinics are located throughout the City. This type of activity threatens to undermine the economic health of the City's development and redevelopment efforts, as well as our efforts to control crime.

According to a recent Time Magazine article, prescription drug use in Florida rose from 2,780 in 2006 to 3,317 in 2007, and then to 3,750 in 2008. This last figure is equivalent to ten (10) reported deaths a day, more than the number of fatalities from street drugs such as cocaine and heroin.

According to a recent Broward County Grand Jury Report entitled "The Proliferation of Pain Clinics in South Florida"(available at the desk of Mayor and Council Staff), pain clinics dispense nine million doses of OxyContin every six months throughout South Florida. Many patients engage in "doctor shopping" by obtaining and filling prescriptions at various clinics within a matter of hours. Although the State Legislature has authorized a prescription-monitoring database to prevent doctor shopping, it has not been implemented. Many pain clinics only accept cash payments, which keeps them under the radar from the Florida Board of Medicine (BOM) and the Agency for Healthcare Administration (ACHA). In fact, patients travel to South Florida from as far as Tennessee and Kentucky to obtain prescription narcotics. This Ordinance does not interfere with the legitimate medical use of controlled substances, it does however, prohibit the location of dispensing of narcotic drugs on site at medical offices, to the extent permitted by law.

Proposed Action:

Councilman Oliver Gilbert recommends that the City Council approve this Ordinance.

Attachment:

None

ORDINANCE NO. 2010 _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES TO PROHIBIT PAIN MANAGEMENT CLINICS FROM DISPENSING DRUGS ON-SITE; AMENDING SECTION 9-20 OF ORDINANCE NO. 2010-10-218 OF THE LAND DEVELOPMENT REGULATIONS ("LDRS") TO PROHIBIT ON-SITE DISPENSING OF CONTROLLED SUBSTANCES AT MEDICAL OFFICES; AMENDING SECTION 10-30(DD) OF THE LDRS TO PROHIBIT MOBILE PAIN MANAGEMENT CLINICS; AMENDING APPENDIX "A" MASTER USE LIST AND USE DEFINITIONS OF THE LDRS TO INCLUDE DEFINITIONS FOR "PAIN MANAGEMENT CLINICS"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 12, 2010, the City Council enacted a moratorium on "pain clinics" within the City of Miami Gardens, and

WHEREAS, the City Council directed Staff to study the nature and scope of regulating "pain clinics" and "pain management clinics" and businesses involved in the dispensing of narcotic drugs, and

WHEREAS, the Miami Gardens Police Department has observed suspected drug sales, and other criminal activity on or around the properties on which various pain clinics are located, and

WHEREAS, according to a recent TIME Magazine article, prescription drug use in Florida rose from 2,780 in 2006 to 3,317 in 2007, and then to 3,750 in 2008, the last figure is equivalent to about 10 reported deaths a day, more than the number of fatalities from street drugs like cocaine and heroin, and

Language deleted is stricken through and language added is underlined

WHEREAS, the illegal sale, use and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City of Miami Gardens, and

WHEREAS, increased criminal activity and other secondary effects including parking, noise, loitering and littering associated with the narcotic-related activities at pain management clinics, is significant and threatens to undermine the economic health of the City's development and redevelopment efforts, and

WHEREAS, in the absence of regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services, and

WHEREAS, this Ordinance is not intended to interfere with the legitimate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic drugs on site at medical offices, to the extent permitted by law,

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

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

Section 2. DEFINITIONS: For purposes of this Section, "*pain management clinics*" or "*pain clinics*" shall be defined as:

Language deleted is stricken through and language added is underlined

1. Any clinic, medical office or medical practitioner's office that is not affiliated with a hospital, hospice or other facility for treatment of terminally ill; and
2. One of the primary business purposes of such clinic, medical office or medical practitioner's office is to prescribe or dispense pain medication, identified in Schedules II, III, IV in Sections 893.03, 893.035 or 893.0355, Florida Statutes, to individuals, or
3. The clinic, medical office or medical practitioner's office advertises as being in business to prescribe pain medication, as defined above in subparagraph 2, and which may or may not provide dispensing of pain medication on site.

Section 3. PROHIBITION: Pain management clinics are prohibited from on-site dispensing of controlled substances that are identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, in medical offices, unless otherwise expressly permitted by statutory or general law. The following are exempt from this prohibition:

- (1) A health care practitioner administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.
- (2) A pharmacist or health care practitioner administering a controlled substance to a patient or resident receiving care at a hospital, nursing facility, institution or asylum, ambulatory surgical center, or hospice which is licensed in this state.
- (3) A pharmacist or health care practitioner administering a controlled substance to a patient or resident receiving care at an intermediate care facility for the developmentally disabled which is licensed in this state.
- (4) A health care practitioner administering a controlled substance in the emergency room of a licensed hospital.
- (5) A health care practitioner dispensing a one-time, 72-hour emergency resupply of a controlled substance to a patient.

Language deleted is stricken through and language added is underlined

Section 4. AMENDMENT: Section 9-20 of Ordinance No. 2010-10-218

is hereby amended as follows:

(FF) Office - medical office/medical clinic. On-site dispensing of controlled substances that are identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes is prohibited, unless otherwise expressly permitted by statutory or general law. The following are exempt from this prohibition:

(1) A health care practitioner administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.

(2) A pharmacist or health care practitioner administering a controlled substance to a patient or resident receiving care at a hospital, nursing facility, institution or asylum, ambulatory surgical center, or hospice which is licensed in this state.

(3) A pharmacist or health care practitioner administering a controlled substance to a patient or resident receiving care at an intermediate care facility for the developmentally disabled which is licensed in this state.

(4) A health care practitioner administering a controlled substance in the emergency room of a licensed hospital.

(5) A health care practitioner dispensing a one-time, 72-hour emergency resupply of a controlled substance to a patient.

(GG) Pharmacy, drug store. Shall not be permitted to be located within the same establishment or building as any medical office or clinic, or as any medical or dental laboratory which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time. These supplemental regulations are not to be interpreted to limit the lawful operation of a hospital or institution or asylum separately defined and permitted in zoning districts according to separate regulations.

Language deleted is stricken through and language added is underlined

SECTION 5. RELETTERING: Paragraphs FF through PP of Section 9-20 of Ordinance No. 2010-10-218, as amended, are hereby relettered.

SECTION 6. AMENDMENT: Section 10-30(DD) of Ordinance No. 2010-10-218 is hereby amended as follows:

(DD) Mobile medical, professional unit. Mobile medical facilities or other self contained facilities that travel to several locations, are at the location for a period greater than twenty-four (24) hours, and provide medical or other professional services shall be required:

- (1) Special permit. Receive a special permit that is renewed annually.
- (2) Site plan. Provide a site plan for all locations indicating where the unit shall be placed on the site; and,
- (3) Visitation. Specify length of time and frequency of visits to the various locations. The unit shall be on each site no longer than thirty (30) days from the date permit is issued. Units shall visit the site no more than six (6) times a year.
- (4) Mobile pain management clinics, as herein defined, shall be prohibited.

Section 7. AMENDMENT: Appendix “A” Master Use List and Use Definitions of Ordinance No. 2010-10-218 is hereby amended as follows:

| USE | RELATED USES | DEFINITION |
|--------------------------------------|---|--|
| Office medical office/medical clinic | Chiroprodists. Chiropractors. Christian Science practitioners. Cosmetic procedureds and surgery Dentists. Dieticians. Medical clinics by appointment with and | An establishment where patients are examined, treated or both on an individual basis by physicians, chiropractors, dentists, osteopaths, optometrists, acupuncturists, and other health practitioners who are duly licensed to |

Language deleted is stricken through and language added is underlined

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| | <p>without laboratory and other incidental medical services. Midwives. Naturopaths. Nurses, registered and practical. Nutritionists. Occupational therapists. Optometrists. Osteopathic. Outpatient clinics. Rehabilitation centers. Physicians and surgeons. Physiotherapists. Podiatrists. Psychiatrists. Psychoanalysts. Psychologists. Psychotherapists. Urgent care centers Visiting nurse association. Walk in clinics with and without laboratory and other incidental medical services.</p> | <p>practice their respective professions in the State of Florida. Does not include personal service establishments or places for treatment of animals, nor does it entail overnight patient stays. The offices of psychologists, social workers and mental health counselors are not medical offices. (See business and professional office). <u>Shall not include pain management clinics, as herein defined.</u> <i>Rehabilitation centers.</i> A type of medical office established to aid persons affected by excessive or illegal use of drugs, narcotics or other hallucinatory substances, not including alcohol, who have developed a dependency on such substances, including but not limited to methadone maintenance facilities, and outpatient rehabilitation facilities.</p> |
| <p><u>Pain Clinic and Pain Management Clinic.</u></p> | | <p>1. <u>Any clinic, medical office or medical practitioner's office that is not affiliated with a hospital, hospice or other facility for treatment of terminally ill; and</u> 2. <u>One of the primary</u></p> |

Language deleted is stricken through and language added is underlined

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|-------------------------------|--|---|
| | | <p><u>business purposes of such clinic, medical office or medical practitioner's office is to prescribe or dispense pain medication, identified in Schedules II, III, IV in Sections 893.03, 893.035 or 893.0355, Florida Statutes, to individuals, or</u></p> <p><u>3. The clinic, medical office or medical practitioner's office advertises as being in business to prescribe pain medication, as defined above in subparagraph 2, and which may or may not provide dispensing of pain medication on site.</u></p> |
| <p>Personal care services</p> | <p>Barber shop. Hair saloon Nails saloon Jewelry repair Petting sitting service Tailors. Shoe repair Licensed massage therapy Personal training (fitness) studios Spa/wellness centers. Drycleaning.</p> | <p>A business primarily engaged in providing individual services on the premises involving the care of a person or their apparel, jewelry and other items worn on one's person. Astrologists and other fortune telling activities, medical services, and mortuaries and related businesses shall not be considered personal service establishments. <u>Shall not include pain management clinics, as herein defined.</u></p> |

Language deleted is stricken through and language added is underlined

Section 8. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 9. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 10. INCLUSION IN CODE: It is the intention of the City Council of the City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Miami Gardens and that the section of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 11. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING ON THE 26TH DAY OF MAY, 2010.

PASSED ON SECOND READING ON THE 9TH DAY OF JUNE, 2010.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE 9TH DAY OF JUNE, 2010.

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILMAN OLIVER GILBERT III

Moved by: _____

Second by: _____

VOTE: _____

| | | |
|-------------------------------|-------------|------------|
| Mayor Shirley Gibson | _____ (Yes) | _____ (No) |
| Vice Mayor Aaron Campbell | _____ (Yes) | _____ (No) |
| Councilman Melvin L. Bratton | _____ (Yes) | _____ (No) |
| Councilman Oliver Gilbert III | _____ (Yes) | _____ (No) |
| Councilman Andre' Williams | _____ (Yes) | _____ (No) |
| Councilwoman Sharon Pritchett | _____ (Yes) | _____ (No) |
| Councilwoman Barbara Watson | _____ (Yes) | _____ (No) |

Language deleted is stricken through and language added is underlined



**City of Miami Gardens
Agenda Cover Memo**

| | | | | | | | |
|--|------------------------------------|----|---|-------------------------------|------------------|-------------------------------|-----------|
| Council Meeting Date: | May 26, 2010 | | Item Type: | Resolution | Ordinance | Other | |
| | | | (Enter X in box) | | X | | |
| Fiscal Impact: | Yes | No | Ordinance Reading: (Enter X in box) | 1st Reading | | 2nd Reading | |
| | | X | | | | | x |
| Funding Source: | N/A | | Public Hearing: (Enter X in box) | Yes | No | Yes | No |
| | | | | | | x | |
| Contract/P.O. Required: (Enter X in box) | Yes | No | Advertising Requirement: (Enter X in box) | Yes | | No | |
| | | X | | x | | | |
| Contract/P.O. Required: (Enter X in box) | Yes | No | RFP/RFQ/Bid #: | N/A | | | |
| Sponsor Name | Dr. Danny O. Crew, City Manager | | Department: | City Manager | | | |

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING A MORATORIUM ON THE SUBMISSION, PROCESSING AND ISSUANCE OF CERTIFICATES OF USE AND BUSINESS TAX RECEIPTS FOR THE OPERATION OF "PAIN CLINICS" AND "PAIN MANAGEMENT CLINICS"; PROVIDING FOR EXCEPTIONS; PROVIDING FOR A STUDY(S); PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The attached ordinance proposes a temporary moratorium on the processing of certificates of use and business tax receipts for pain clinics within the City. By way of history, Councilman Oliver Gilbert contacted the City Attorney to determine whether the City prohibits pain management clinics. Councilman Gilbert was advised that the City does not currently prohibit pain management clinics. As such, Councilman Gilbert requested the City Attorney to draft an ordinance, to prohibit such uses, for consideration by the City Council.

The Miami Gardens Police Department has recently become aware of increased criminal activity, including illegal prescription drug sales, noise, loitering and littering around pain clinics located within the City. As a result, the City Attorney suggested that the City Manager issue an administrative moratorium to allow Staff an opportunity to study the matter and draft the legislation proposed by Councilman Gilbert. On April 13, 2010, the City Manager issued an

**ITEM I-1) ORDINANCE
SECOND READING/PUBLIC HEARING
Moratorium on Pain Management Clinic**

administrative moratorium on the processing of any and all zoning approvals, including certificates of use and business tax receipts, relating to pain management clinics within the City of Miami Gardens.

During the period of the administrative moratorium, Staff has begun conducting research and studying various regulatory options. It is anticipated that a final version of the attached Ordinance regulating pain management clinics will be placed on the agenda for the May 26, 2010 meeting of the City Council.

Proposed Action:

Staff recommends that the City Council adopt a moratorium on the processing of any and all zoning approvals, including certificates of use and business tax receipts, relating to pain management clinics within the City of Miami Gardens, until the ordinance requested by Councilman Gilbert can be finalized.

Attachment:

None

ORDINANCE NO. 2010 ____

1
2
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, ADOPTING A MORATORIUM ON
5 THE SUBMISSION, PROCESSING AND ISSUANCE OF
6 CERTIFICATES OF USE AND BUSINESS TAX RECEIPTS FOR
7 THE OPERATION OF PAIN CLINICS AND PAIN MANAGEMENT
8 CLINICS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR A
9 STUDY(S); PROVIDING FOR ADOPTION OF
10 REPRESENTATIONS; REPEALING ALL ORDINANCES IN
11 CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING
12 FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.
13

14 WHEREAS, pursuant to Article VII, Section 2 of the Florida Constitution and
15 Chapter 166 of the Florida Statutes, the City of Miami Gardens is authorized and
16 required to protect the public health, safety and welfare of its citizens and has the power
17 and authority to enact regulations for valid governmental purposes that are not
18 inconsistent with general or special law, and

19 WHEREAS, the City and surrounding neighboring municipalities have
20 experienced an influx of “pain clinics” and “pain management clinics”, and

21 WHEREAS, a pattern of illegal drug use and distribution has been associated
22 with pain management clinics, which dispense on-site narcotic drugs, and

23 WHEREAS, Staff is requesting time to research and study the nature and scope
24 of possible measures for regulating “pain clinics” and “pain management clinics” and
25 businesses involved in the dispensing of narcotic prescription drugs,

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

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

1 Section 2. ESTABLISHMENT OF MORATORIUM: A moratorium on the
2 submission, processing and issuance of Certificates of Use and Business Tax Receipts for
3 the operation of pain clinics and pain management clinics, as defined herein is hereby
4 established for a period of sixty (60) days from the effective date of this ordinance. The
5 moratorium is subject to the provisions of Section 3 herein. Except as otherwise provided
6 herein, no department of the City shall issue any permits, development orders, or
7 undertake the review and approval of any site plans, building permits, or development
8 plans with respect to such uses within the City during the term of the moratorium
9 established hereby.

10 Section 3. EXEMPTION: This moratorium shall not affect any business
11 currently operating within the City pursuant to a validly issued Business Tax Receipt until
12 the renewal date of such business tax receipt.

13 Section 4: STUDY: The City Manager and City Attorney, as well as such other
14 departments of the City, as the City Manager shall deem appropriate shall continue to
15 study pain management clinics and shall report back to the Mayor and City Council the
16 results of any studies.

17 Section 5. CONFLICT: All ordinances or Code provisions in conflict herewith
18 are hereby repealed.

19 Section 6. SEVERABILITY: If any section, subsection, sentence, clause,
20 phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by
21 any court of competent jurisdiction, such portion shall be deemed a separate, distinct
22 and independent provision and such holding shall not affect the validity of the remaining
23 portions of this Ordinance.

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

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

9 PASSED ON FIRST READING ON THE 12TH DAY OF MAY, 2010.

10 PASSED ON SECOND READING ON THE ____ DAY OF ____, 2010.

11 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI
12 GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF ____, 2010.

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15 _____
16 SHIRLEY GIBSON, MAYOR
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19 ATTEST:

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22 _____
23 RONETTA TAYLOR, MMC, CITY CLERK
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25 Prepared by SONJA K. DICKENS, CITY ATTORNEY
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28 SPONSORED BY: DANNY O. CREW, CITY MANAGER
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31 Moved by: _____
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34 Second by: _____

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VOTE: _____

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| Mayor Shirley Gibson | _____ (Yes) | _____ (No) |
| Vice Mayor Aaron Campbell | _____ (Yes) | _____ (No) |
| Councilman Melvin L. Bratton | _____ (Yes) | _____ (No) |
| Councilman Oliver Gilbert III | _____ (Yes) | _____ (No) |
| Councilman Andre' Williams | _____ (Yes) | _____ (No) |
| Councilwoman Sharon Pritchett | _____ (Yes) | _____ (No) |
| Councilwoman Barbara Watson | _____ (Yes) | _____ (No) |

ORDINANCE NO. 2010 _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 9-10 USE REGULATIONS; AMENDING SECTION 9-20 USES PERMITTED WITH EXTRA REQUIREMENTS; AMENDING SECTION 10-30 ACCESSORY USES AND STRUCTURES, ADDITIONAL STANDARDS; AMENDING SECTION 12-80 NUMBER OF REQUIRED OFF-STREET PARKING SPACE REQUIREMENTS FOR ALL DISTRICTS AND USES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

WHEREAS, on April 7, 2010, the City Council of the City of Miami Gardens adopted its own Land Development Regulations to ensure that future development and redevelopment within the City of Miami Gardens is architecturally and aesthetically pleasing and in line with the policies adopted by the City's Comprehensive Development Master Plan (CDMP), as well as to promote public health, safety and welfare, and

WHEREAS, the City Council directed Staff to study the nature and scope of regulating "pain clinics" and "pain management clinics" and businesses involved in the dispensing of narcotic drugs, and

WHEREAS, the Miami Gardens Police Department has observed suspected drug sales, and other criminal activity on or around the properties on which various pain clinics are located, and

WHEREAS, according to a recent TIME Magazine article, prescription drug use in Florida rose from 2,780 in 2006 to 3,317 in 2007, and then to 3,750 in

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2008, the last figure is equivalent to about 10 reported deaths a day, more than the number of fatalities from street drugs like cocaine and heroin, and

WHEREAS, the illegal sale, use and delivery of controlled substances is a threat to the health, safety and welfare of the residents of the City of Miami Gardens, and

WHEREAS, increased criminal activity and other secondary effects including parking, noise, loitering and littering associated with the narcotic-related activities at pain management clinics, is significant and threatens to undermine the economic health of the City's development and redevelopment efforts, and

WHEREAS, in the absence of regulations identifying where narcotic drugs may be dispensed, the City's residents, visitors and businesses are more vulnerable to criminal actions, despite the provision of law enforcement services, and

WHEREAS, this Ordinance is not intended to interfere with the legitimate medical use of controlled substances, but rather to prohibit the location of dispensing of narcotic drugs on site at medical offices, to the extent permitted by law,

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

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

Language deleted is stricken through and language added is underlined

Section 2. DEFINITIONS: The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- A. *Pharmacy.* Any establishment offering on-site dispensing of prescription drugs.
- B. *Pain Clinic and Pain Management Clinic.*
 1. Any clinic, medical office or medical practitioner’s office that is not affiliated with a hospital, hospice or other facility for treatment of terminally ill; and
 2. The primary business purpose of such clinic, medical office or medical practitioner’s office it to prescribe or dispense pain medication, identified in Schedules II, III, IV in Sections 893.03, 893.035 or 893.0355, Florida Statutes, to individuals, or
 3. The clinic, medical office or medical practitioner’s office advertises as being in business to prescribe pain medication, as defined above in subparagraph 2, and which may or may not provide dispensing of pain medication on site.

Section 3. AMENDMENT. Section 9-10 of the Land Development Code is hereby amended as follows:

Table 1: Permitted Uses.

| Zoning Districts/ Uses | R-1 | R-2 | R-15 R 25 R-50 | NC | PCD | OF | I-1 | I-2 | PD | AU | GP |
|---|-----|-----|----------------------|----------|----------|----------|-----|-----|----|----|----|
| OFFICE TYPE USES | | | | | | | | | | | |
| Call Center | | | | | P | P | P | P | P | | |
| Office- business, sales, professional, semi-professional services | | | | P | P | P | P | P | P | | |
| Office-medical office/medical clinic | | | | P | P | P | P | P | P | | |
| <u>Pain management</u> | | | | <u>P</u> | <u>P</u> | <u>P</u> | | | | | |

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| <u>clinics</u> | | | | | | | | | | | | |
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Section 4. AMENDMENT: Section 9-20 of the Land Development Code

is hereby amended as follows:

(EE) Office - medical office/medical clinic. Shall be subject to the following supplemental regulations:

(1) On-site dispensing of controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time, is prohibited, unless otherwise expressly permitted as follows:

(a) A health care practitioner when administering a controlled substance directly to a patient if the amount of the controlled substance is adequate to treat the patient during that particular treatment session.

(b) A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care at a hospital, nursing facility, institution or asylum, ambulatory surgical center, or hospice which is licensed in this state.

(c) A pharmacist or health care practitioner when administering a controlled substance to a patient or resident receiving care at an intermediate care facility for the developmentally disabled which is licensed in this state.

(d) A health care practitioner when administering a controlled substance in the emergency room of a licensed hospital.

(e) A health care practitioner when dispensing a one-time, 72-hour emergency resupply of a controlled substance to a patient.

(GG) Pain management clinics. It shall be expressly prohibited the activity of on-site dispensing or controlled substances that are indentified in Schedules II, III, or IV in Sections 893.03, 893.035 or 893.0355, Florida Statue, unless otherwise expressly permitted by law. On-site dispensing shall mean in within the clinic, or within the building of which the clinic is located. Pain management clinics shall not be located within the same building where a pharmacy is located.

Language deleted is stricken through and language added is underlined

- (HH) Pharmacy, drug store. Shall not be permitted to be located within the same establishment or building as any medical office or clinic, or as any medical or dental laboratory, or any pain management clinic which is staffed by health care practitioners licensed to prescribe controlled substances identified in Schedule II, III, or IV in Sections 893.03, 893.035, or 893.0355, Florida Statutes, as may be amended from time to time. A pharmacy shall not be located within the same building where a pain management clinic is located. These supplemental regulations are not to be interpreted to limit the lawful operation of a hospital or institution or asylum separately defined and permitted in zoning districts according to separate regulations.

SECTION 5. AMENDMENT: Section 10-30(DD) of the Land Development

Code is hereby amended as follows:

- (A) *Mobile medical, professional unit.* Mobile medical facilities or other self contained facilities that travel to several locations, are at the location for a period greater than twenty-four (24) hours, and provide medical or other professional services shall be required:
- (1) Special permit. Receive a special permit that is renewed annually.
 - (2) Site plan. Provide a site plan for all locations indicating where the unit shall be placed on the site; and,
 - (3) Visitation. Specify length of time and frequency of visits to the various locations. The unit shall be on each site no longer than thirty (30) days from the date permit is issued. Units shall visit the site no more than six (6) times a year.
 - (4) Mobile pain management clinics, as herein defined, shall be prohibited.

SECTION 6. AMENDMENT: Section 12-80(E) of the Land Development

Code is hereby amended as follows:

Language deleted is stricken through and language added is underlined

Table 1- Off-Street Parking Requirements

| USE | MINIMUM NUMBER OF OFF-STREET PARKING SPACES |
|---|--|
| COMMERCIAL TYPE USES | |
| Call center | 1 per 300 square feet of GFA |
| Office- business, sales, professional, semi-professional services | 1 per 300 square feet of GFA |
| Office- medical office/medical clinic | 1 per 250 square feet of GFA |
| <u>Pain management clinic</u> | <u>Parking analysis or 1 per 250 GFA, whichever is greater</u> |

Section 7. AMENDMENT: Appendix “A” Master Use List and Use

Definitions of the Land Development Code are hereby amended as follows:

| USE | RELATED USES | DEFINITION |
|--------------------------------------|---|---|
| Office medical office/medical clinic | Chiroprodists. Chiropractors. Christian Science practitioners. Cosmetic procedures and surgery Dentists. Dieticians. Medical clinics by appointment with and without laboratory and other incidental medical services. Midwives. Naturopaths. Nurses, registered and practical. Nutritionists. Occupational therapists. Optometrists. Osteopathic. Outpatient clinics. Rehabilitation centers. Physicians and surgeons. | An establishment where patients are examined, treated or both on an individual basis by physicians, chiropractors, dentists, osteopaths, optometrists, acupuncturists, and other health practitioners who are duly licensed to practice their respective professions in the State of Florida. Does not include personal service establishments or places for treatment of animals, nor does it entail overnight patient stays. The offices of psychologists, social workers and mental health counselors are not medical offices. (See business and |

Language deleted is stricken through and language added is underlined

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|--------------------------------------|--|--|
| | <p>Physiotherapists. Podiatrists. Psychiatrists. Psychoanalysts. Psychologists. Psychotherapists. Urgent care centers Visiting nurse association. Walk in clinics with and without laboratory and other incidental medical services.</p> | <p>professional office). <u>Shall not include pain management clinics, as herein defined.</u> <i>Rehabilitation centers.</i> A type of medical office established to aid persons affected by excessive or illegal use of drugs, narcotics or other hallucinatory substances, not including alcohol, who have developed a dependency on such substances, including but not limited to methadone maintenance facilities, and outpatient rehabilitation facilities.</p> |
| <p><u>Pain management clinic</u></p> | <p><u>Pain clinic</u></p> | <p><u>Any clinic, medical office or medical practitioner's office that is not affiliated with a hospital, hospice or other facility for treatment of terminally ill; and</u> <u>The primary business purpose of such clinic, medical office or medical practitioner's office it to prescribe or dispense pain medication, identified in Schedules II, III, IV in Sections 893.03, 893.035 or 893.0355, Florida Statutes, to individuals, or</u> <u>The clinic, medical office or medical practitioner's office advertises as being in business to prescribe pain medication, identified in Schedules II, III, IV in Sections 893.03, 893.035</u></p> |

Language deleted is stricken through and language added is underlined

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| | | <u>or 893.0355, Florida Statutes, and which may or may not provide dispensing of pain medication on site.</u> |
| Personal care services | Barber shop. Hair saloon Nails saloon Jewelry repair Petting sitting service Tailors. Shoe repair Licensed massage therapy Personal training (fitness) studios Spa/wellness centers. Drycleaning. | A business primarily engaged in providing individual services on the premises involving the care of a person or their apparel, jewelry and other items worn on one's person. Astrologists and other fortune telling activities, medical services, and mortuaries and related businesses shall not be considered personal service establishments. <u>Shall not include pain management clinics, as herein defined.</u> |

Section 8. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 9. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 10. INCLUSION IN CODE: It is the intention of the City Council of the City of Miami Gardens that the provisions of this Ordinance shall

Language deleted is stricken through and language added is underlined

become and be made a part of the Code of Ordinances of the City of Miami Gardens and that the section of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 11. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING ON THE 26TH DAY OF MAY, 2010.

PASSED ON SECOND READING ON THE 9TH DAY OF JUNE, 2010.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE 9TH DAY OF JUNE, 2010.

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

Prepared by SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILMAN OLIVER GILBERT III

Moved by: _____

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Second by: _____

VOTE: _____

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|-------------------------------|-------------|------------|
| Mayor Shirley Gibson | _____ (Yes) | _____ (No) |
| Vice Mayor Aaron Campbell | _____ (Yes) | _____ (No) |
| Councilman Melvin L. Bratton | _____ (Yes) | _____ (No) |
| Councilman Oliver Gilbert III | _____ (Yes) | _____ (No) |
| Councilman Andre' Williams | _____ (Yes) | _____ (No) |
| Councilwoman Sharon Pritchett | _____ (Yes) | _____ (No) |
| Councilwoman Barbara Watson | _____ (Yes) | _____ (No) |

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**City of Miami Gardens
Agenda Cover Memo**

| | | | | | | | |
|---|---------------------------------------|----|--|---|------------------|-------------------------------|-----|
| Council Meeting Date: <i>(Enter X in box)</i> | May 26, 2010 | | Item Type: <i>(Enter X in box)</i> | Resolution | Ordinance | Other | |
| | | | | X | | | |
| Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | 1st Reading | | 2nd Reading | |
| | X | | | Public Hearing: <i>(Enter X in box)</i> | Yes | No | Yes |
| Funding Source: | Parks and Recreation General Funds | | Advertising Requirement: <i>(Enter X in box)</i> | | Yes | | No |
| | | | | | X | | |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | RFP/RFQ/Bid #: | ITB#09-10-041 | | | |
| | X | | | | | | |
| Sponsor Name | Dr. Danny Crew, City Manager | | Department: | Parks and Recreation Department | | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO SPIRIT WEAR, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-EIGHT THOUSAND, SIX HUNDRED SIXTEEN DOLLARS AND 65/100 CENTS (\$138,616.65), FOR CHEERLEADING UNIFORMS; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER NOT TO EXCEED THIS AMOUNT; AUTHORIZING AN AWARD TO VARSITY SPIRIT FASHIONS/CDT OF MEMPHIS, TN, IN THE EVENT SPIRIT WEAR, INC. IS DEEMED NON-COMPLIANT DURING THE CONTRACT PERIOD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Background

The City of Miami Gardens Parks and Recreation Department is launching its inaugural Youth Sports Program this year. This program will encompass numerous competitive sports programs, teach the fundamentals of each sport, as well as seek to develop student athletes.

Current Situation

The initial sporting activities will be youth football and cheerleading. In an effort to provide cheerleading uniforms for the Youth Sports Program, the City solicited bids to obtain the uniforms from a responsible vendor.

**ITEM J-1) CONSENT AGENDA
RESOLUTION
Awarding a bid to Spirit Wear, Inc.**

The cheerleading uniforms included cheerleading shell tops, bodyliners, a-line skirt, flyer skirts, practice shorts and game briefs. The uniforms encompass the necessary items for practice, gameday, and competition uniforms.

All items will be purchased on an as needed basis, depending on the number of registered participants. The purchase quantities for the cheerleading uniforms will not exceed the following:

- Game Shell Tops: one thousand one hundred twenty five (1,125)
- Game Body Liners: one thousand one hundred twenty five (1,125)
- Game Skirts: one thousand one hundred twenty five (1,125)
- Flyer Skirts: ninety (90)*
- Practice Shorts: one thousand one hundred twenty five (1,125)
- Practice Briefs: one thousand one hundred twenty five (1,125)

***There are eighteen (18) flyers per park , and five (5) parks participating in the cheerleading program.**

City Staff prepared specifications and publicly advertised on April 8, 2010. A broadcast notice was sent to 331 vendors. Nineteen (19) vendors requested bid packages. The bids were opened on April 22, 2010. Six (6) bids were received and publicly read. All Bids were evaluated for compliance with specifications and compliance with ability to provide needed quantity. A copy of the bid document and submittals are available for review at the Assistant to the Mayor and Council's office.

One Stop Business Solutions did not bid on all items and therefore was deemed non-responsive. FG Athletic was the lowest bidder for the cheerleading uniforms. However, after physical inspections of various uniform samples, it was determined that the items bid by this vendor did not meet the specifications.

The next lowest responsible bidder is Spirit Wear. Similarly, City Staff inspected the various uniform samples and determined that this vendor's bid met the bid specifications. Staff is therefore recommending award for the purchase of all of the outlined cheerleading uniforms to Spirit Wear of Hialeah, Fl. The City Council would need to authorize the City Manager to execute a purchase order for this vendor in the amount not to exceed \$138,616.65. This contract is for a two year term with City option to renew for an additional two years.

City staff also requests approval to award Varsity Spirit Fashions of Memphis, TN as a secondary vendor to assure availability of product in the case that the primary vendor is deemed unresponsive or non-compliant during the contract period.

Proposed Action:

That the City Council authorize the City Manager to issue a purchase order to Spirit Wear, not to exceed \$138,616.65 for up to one thousand one hundred twenty five (1125) cheerleading game shell tops, one thousand one hundred twenty five (1125) cheerleading game bodyliners (1125), one thousand one hundred twenty five (1125) cheerleading game skirts, ninety (90) cheerleading game flyer skirts, one thousand one hundred twenty five (1125) practice shorts and one thousand one hundred twenty five (1125) cheerleading game briefs based on the number of registered participants.

The City also request approval to award Varsity Spirit Fashions of Memphis, TN as a secondary vendor and to assure availabilty in the case that the primary vendor is deemed unresponsive or non-compliant during the contract period.

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| Attachment: |
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Attachment A –Bid Tabulation

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO SPIRIT WEAR, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-EIGHT THOUSAND, SIX HUNDRED SIXTEEN DOLLARS AND 65/100 CENTS (\$138,616.65), FOR CHEERLEADING UNIFORMS; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER NOT TO EXCEED THIS AMOUNT; AUTHORIZING AN AWARD TO VARSITY SPIRIT FASHIONS/CDT OF MEMPHIS, TN, IN THE EVENT SPIRIT WEAR, INC. IS DEEMED NON-COMPLIANT DURING THE CONTRACT PERIOD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens Parks and Recreation Department is launching its inaugural Youth Sports Program this year, and

WHEREAS, it is necessary for the City to order sports uniforms for the youth who will be participating in the activities, and

WHEREAS, the City issued Invitation To Bid #09-10-041 for uniforms, and

WHEREAS, six (6) bids were received and publicly read, and

WHEREAS, all bids were evaluated for compliance, specifications, and the ability to provide the needed quantities, and

WHEREAS, Spirit Wear, Inc., is the lowest responsible bidder, and

WHEREAS, City staff is recommending that the City Council authorizes the City Manager to issue a purchase order accordingly, and

WHEREAS, the award will be for a two (2) year contract term, with an option to renew for two (2) additional years, and

1 WHEREAS, City staff is also requesting approval to award a bid to Varsity Spirit
2 Fashions/CDT of Memphis, TN, in the event the primary vendor is deemed
3 unresponsive or non-compliant during the contract period,

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

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

9 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
10 hereby authorizes the award of a primary bid to Spirit Wear, Inc., in an amount not to
11 exceed One Hundred Thirty-Eight Thousand, Six Hundred Sixteen Dollars and 65/100
12 Cents (\$138,616.65) for cheerleading uniforms, and authorizes the City Manager to
13 issue a Purchase Order not to exceed this amount. The City Council further authorizes
14 an award to Varsity Spirit Fashions/CDT of Memphis, TN, in the event Spirit Wear, Inc.
15 is deemed non-compliant during the contract period.

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

18 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS
19 AT ITS REGULAR MEETING HELD ON MAY 26, 2010.

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SHIRLEY GIBSON, MAYOR

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RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: _____

VOTE: _____

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|--------------------------------|----------|---------|
| Mayor Shirley Gibson | ___(Yes) | ___(No) |
| Vice Mayor Aaron Campbell, Jr. | ___(Yes) | ___(No) |
| Councilman Melvin L. Bratton | ___(Yes) | ___(No) |
| Councilman Oliver Gilbert, III | ___(Yes) | ___(No) |
| Councilwoman Barbara Watson | ___(Yes) | ___(No) |
| Councilwoman Sharon Pritchett | ___(Yes) | ___(No) |
| Councilman André Williams | ___(Yes) | ___(No) |



City of Miami Gardens
ITB # 09-10-041 FOOTBALL & CHEERLEADING UNIFORMS
April 22, 2010

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

| Item | FOOTBALL UNIFORMS | Est. Qty. | Varsity Spirit Fashions Memphis, TN | | GameWear Miami, FL | | One Stop Business Solution Miami Gardens, FL | | FG Athletics Miami Gardens, FL | | Spirit Wear Hialeah, FL | | Matty's Sports Miami, FL | |
|------|--|-----------|--|----------------|-----------------------|----------------|--|----------------|-----------------------------------|----------------|----------------------------|----------------|-----------------------------|----------------|
| | | | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| | A-Team Vikings | | | | | | | | | | | | | |
| 1 | Game Jersey Brand: Game Wear Style: Prodigy or "Approved Equal" meeting specifications. | 333 | No Bid | | \$65.00 | \$21,645.00 | No Bid | | \$45.00 | \$14,985.00 | No Bid | | \$46.95 | \$15,634.35 |
| | Brand/Model Offered | | | | GameWear Prodigy | | | | FG Athletics/REAPER | | | | MATJAC/FBJ01 | |
| 2 | Game Pants Brand: Game Wear Style: Havoc or "Approved Equal" meeting specifications. | 333 | No Bid | | \$43.00 | \$14,319.00 | No Bid | | \$35.00 | \$11,655.00 | No Bid | | \$46.95 | \$15,634.35 |
| | Brand/Model Offered | | | | GameWear Prodigy | | | | FG Athletics/REAPER | | | | MATJAC/FBP01 | |
| | B- Team Bulldogs | | | | | | | | | | | | | |
| 1 | Game Jersey Brand: Game Wear Style: Fire or "Approved Equal" meeting specifications. | 333 | No Bid | | \$60.00 | \$19,980.00 | No Bid | | \$45.00 | \$14,985.00 | No Bid | | \$46.95 | \$15,634.35 |
| | Brand/Model Offered | | | | GameWear Fire | | | | FG Athletics/STEALTH | | | | MATJAC/FBJ02 | |

| | | | | | | | | | | | | | | |
|---|--|-----|--------|--|-------------------|-------------|--------|--|-----------------------|-------------|--------|--|--------------|-------------|
| 2 | Game Pants Brand: Game Wear Style: Dagger or "Approved Equal" meeting specifications. | 333 | No Bid | | \$43.00 | \$14,319.00 | No Bid | | \$35.00 | \$11,655.00 | No Bid | | \$46.95 | \$15,634.35 |
| | Brand/Model Offered | | | | GameWear Dagger | | | | FG Athletics/STEALTH | | | | MATJAC/FBP02 | |
| | C-Team Ravens | | | | | | | | | | | | | |
| 1 | Game Jersey Brand: Game Wear Style: Crush or "Approved Equal" meeting specifications. | 333 | No Bid | | \$47.00 | \$15,651.00 | No Bid | | \$45.00 | \$14,985.00 | No Bid | | \$46.95 | \$15,634.35 |
| | Brand/Model Offered | | | | GameWear Crush | | | | FG Athletics/RAVENS | | | | MATJAC/FBJ03 | |
| 2 | Game Pants Brand: Game Wear Style: Rush or "Approved Equal" meeting specifications. | 333 | No Bid | | \$38.00 | \$12,654.00 | No Bid | | \$35.00 | \$11,655.00 | No Bid | | \$46.95 | \$15,634.35 |
| | Brand/Model Offered | | | | GameWear Rush | | | | FG Athletics/RAVENS | | | | MATJAC/FBP03 | |
| | D-Team Rams | | | | | | | | | | | | | |
| 1 | Game Jersey Brand: Game Wear Style: Cyclone or "Approved Equal" meeting specifications. | 333 | No Bid | | \$65.00 | \$21,645.00 | No Bid | | \$45.00 | \$14,985.00 | No Bid | | \$46.95 | \$15,634.35 |
| | Brand/Model Offered | | | | GameWear Cyclone | | | | FG Athletics/WILDCATS | | | | MATJAC/FBJ04 | |
| 2 | Game Pants Brand: Game Wear Style: Lighting or "Approved Equal" meeting specifications. | 333 | No Bid | | \$43.00 | \$14,319.00 | No Bid | | \$35.00 | \$11,655.00 | No Bid | | \$46.95 | \$15,634.35 |
| | Brand/Model Offered | | | | GameWear Lighting | | | | FG Athletics/WILDCATS | | | | MATJAC/FBP04 | |

| | E-Team Cowboys | | Varsity Spirit Fashions | GameWear | One Stop Business Solution | FG Athletics | Spirit Wear | Matty's Sports | | | |
|---|---|------|-------------------------|------------------|----------------------------|--------------------|--------------------|----------------|---------------------|--------------------------|---------------------|
| 1 | Game Jersey Brand: Game Wear Style: Warrior or "Approved Equal" meeting specifications. | 333 | No Bid | \$51.00 | \$16,983.00 | No Bid | \$45.00 | \$14,985.00 | No Bid | \$46.95 | \$15,634.35 |
| | Brand/Model Offered | | | GameWear Warrior | | FG Athletics/SUB-0 | | | | MATJAC/FBJ05 | |
| 2 | Game Pants Brand: Game Wear Style: Galaxy or "Approved Equal" meeting specifications. | 333 | No Bid | \$43.00 | \$14,319.00 | No Bid | \$35.00 | \$11,655.00 | No Bid | \$46.95 | \$15,634.35 |
| | Brand/Model Offered | | | GameWear Galaxy | | FG Athletics/SUB-0 | | | | MATJAC/FBP05 | |
| | F-Football Practice Gear | | | | | | | | | | |
| 1 | Practice Shorts Available in all team colors, Youth & Adult sizes: XXS-XXXL Brand: GTM Sports Wear Youth Style: YSH800 or "Approved Equal" meeting specifications. | 1700 | No Bid | No Bid | \$5.25 | \$8,925.00 | \$7.00 | \$11,900.00 | No Bid | \$4.75 | \$8,075.00 |
| | Brand/Model Offered | | | | Force 2000 YM | FG Athletics/FP100 | | | | Universal Athletic/416-2 | |
| 2 | Practice Pants Youth & Adult sizes: XXS-XXXL Brand: Alleson Athletic or "Approved Equal" meeting specifications. | 1700 | No Bid | No Bid | \$16.00 | \$27,200.00 | \$9.00 | \$15,300.00 | No Bid | \$8.35 | \$14,195.00 |
| | Brand/Model Offered | | | | Champo/FY & FPA | FG Athletics/FP100 | | | | Universal Athletic/FBSP0 | |
| 3 | Practice Jerseys Available in all team colors, Youth & Adult Sizes: XXS-XXXL Brand: Alleson Athletic or "Approved Equal" meeting specifications. | 1700 | No Bid | No Bid | \$15.00 | \$25,500.00 | \$11.00 | \$18,700.00 | No Bid | \$5.90 | \$10,030.00 |
| | Brand/Model Offered | | | | | | | | | | |
| | TOTAL FOOTBALL UNIFORMS | | NO BID | | \$165,834.00 | | \$52,838.00 | | \$179,100.00 | NO BID | \$188,643.50 |

| | CHEERLEADING UNIFORMS | | Varsity Spirit Fashions | | GameWear | | One Stop Business Solution | | FG Athletics | | Spirit Wear | | Matty's Sports | |
|---|---|-----------|-----------------------------|----------------|------------|----------------|----------------------------|----------------|--------------------|----------------|--------------------------|----------------|----------------|----------------|
| | A-Team Vikings | Est. Qty. | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| 1 | Cheerleading Women's Shell Top Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity WS063A or "Approved Equal" meeting specifications. | 225 | \$61.20 | \$13,770.00 | No Bid | | No Bid | | \$40.00 | \$9,000.00 | \$46.97 | \$10,568.25 | No Bid | |
| | Brand/Model Offered | | Varsity/CDT | | | | | | FG Athletics/C530 | | Spirit Wear/ 145BA | | | |
| | | | Adult WS063A/Youth CYW52706 | | | | | | | | | | | |
| 2 | Cheerleading Women's Bodyliner Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity MFBLR054W or "Approved Equal" meeting specifications. | 225 | \$50.11 | \$11,274.75 | No Bid | | No Bid | | \$17.00 | \$3,825.00 | \$24.72 | \$5,562.00 | No Bid | |
| | Brand/Model Offered | | Varsity/CDT #MFLR054W | | | | | | FG Athletics/BL100 | | Spirit Wear 2 color arms | | | |
| 3 | Cheerleading Women's A-Line Skirt Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity WS063A or "Approved Equal" meeting specifications. | 225 | 34.42 | 7,744.50 | No Bid | | No Bid | | \$30.00 | \$6,750.00 | \$32.97 | \$7,418.25 | No Bid | |
| | Brand/Model Offered | | Varsity/CDT | | | | | | FG Athletics/CA100 | | Spirit Wear/350B | | | |
| | | | Adult 50947/Youth YS0947 | | | | | | | | | | | |
| 4 | Cheerleading Flyer Skirt Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity S1289 or "Approved Equal" meeting specifications. | 18 | 55.68 | 1,002.24 | No Bid | | No Bid | | \$30.00 | \$540.00 | \$45.62 | \$821.16 | No Bid | |
| | Brand/Model Offered | | Varsity/CDT | | | | | | FG Athletics/CFS06 | | Spirit Wear/ 312 | | | |
| | | | Adult S1298/Youth YS1298 | | | | | | | | | | | |

| CHEERLEADING UNIFORMS cont. | | | Varsity Spirit Fashions | | GameWear | | One Stop Business Solution | | FG Athletics | | Spirit Wear | | Matty's Sports | |
|-----------------------------|---|-----------|------------------------------|----------------|------------|----------------|----------------------------|----------------|---------------------|----------------|------------------------------|-------------|----------------|--|
| | C-Team Ravens | Est. Qty. | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price | | | | |
| 1 | Cheerleading Women's Shell Top Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity WS074R or "Approved Equal" meeting specifications. | 225 | \$66.50 | \$14,962.50 | No Bid | | No Bid | | \$40.00 | \$9,000.00 | \$49.72 | \$11,187.00 | No Bid | |
| | Brand/Model Offered | | Varsity/CDT | | | | | | FG Athletics/C530 | | Spirit Wear/ 139B | | | |
| | | | Adult WS074RA/Youth YWS074RA | | | | | | | | | | | |
| 2 | Cheerleading Women's Bodyliner Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity MFBLR030W or "Approved Equal" meeting specifications. | 225 | \$50.96 | \$11,466.00 | No Bid | | No Bid | | \$17.00 | \$3,825.00 | \$20.22 | \$4,549.50 | No Bid | |
| | Brand/Model Offered | | Varsity/CDT MFBLR074CV | | | | | | FG Athletics/BL 100 | | Spirit solid alternating arm | | | |
| 3 | Cheerleading Women's A-Line Skirt Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity S025 or "Approved Equal" meeting specifications. | 225 | \$42.91 | \$9,654.75 | No Bid | | No Bid | | \$30.00 | \$6,750.00 | \$32.97 | \$7,418.25 | No Bid | |
| | Brand/Model Offered | | Varsity/CDT | | | | | | FG Athletics/CA100 | | Spirit Wear/355D | | | |
| | | | Adult S061/Youth CYSK22008V | | | | | | | | | | | |

| | | | | | | | | | | | |
|---|--|-----|----------------------------|-------------|--------|--------|---------------------|------------|--------------------|-------------|--------|
| 4 | Cheerleading Flyer Skirt Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity S23897 or "Approved Equal" meeting specifications. | 18 | \$74.36 | \$1,338.48 | No Bid | No Bid | \$30.00 | \$540.00 | \$47.82 | \$860.76 | No Bid |
| | Brand/Model Offered | | Varsity/CDT | | | | FG Athletics/CFS06 | | Spirit Wear/312A | | |
| | | | Adult S23897/Youth YS23897 | | | | | | | | |
| | D-Team Rams | | | | | | | | | | |
| 1 | Cheerleading Women's Shell Top Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity WS083A or "Approved Equal" meeting specifications. | 225 | \$60.97 | \$13,718.25 | No Bid | No Bid | \$40.00 | \$9,000.00 | \$49.72 | \$11,187.00 | No Bid |
| | Brand/Model Offered | | Varsity/CDT | | | | FG Athletics/C530 | | Spirit Wear/ 149A | | |
| | | | Adult WS083A/Youth YWS083A | | | | | | | | |
| 2 | Cheerleading Women's Bodyliner Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity MFBLR083M or "Approved Equal" meeting specifications. | 225 | \$56.91 | \$12,804.75 | No Bid | No Bid | \$17.00 | \$3,825.00 | \$35.72 | \$8,037.00 | No Bid |
| | Brand/Model Offered | | Varsity/CDT MFBL083M | | | | FG Athletics/BL 100 | | Spirit 4 color arm | | |
| 3 | Cheerleading Women's A-Line Skirt Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity S083 or "Approved Equal" meeting specifications. | 225 | \$42.91 | \$9,654.75 | No Bid | No Bid | \$30.00 | \$6,750.00 | \$30.22 | \$6,799.50 | No Bid |
| | Brand/Model Offered | | Varsity/CDT | | | | FG Athletics/CA 100 | | Spirit/ 303 | | |
| | | | Adult S083/Youth YS083 | | | | | | | | |

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|---|--|-----|------------------------------|-------------|--------|--------|---------------------|------------|--------------------|-------------|--------|--|
| 4 | Cheerleading Flyer Skirt Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity S1398 or "Approved Equal" meeting specifications. | 18 | \$64.16 | \$1,154.88 | No Bid | No Bid | \$30.00 | \$540.00 | \$45.62 | \$821.16 | No Bid | |
| | Brand/Model Offered | | Varsity/CDT | | | | FG Athletics/CFS06 | | Spirit/312 | | | |
| | | | Adult S1398/Youth YS1398 | | | | | | | | | |
| | E-Team Cowboys | | | | | | | | | | | |
| 1 | Cheerleading Women's Shell Top Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity WS0924A or "Approved Equal" meeting specifications. | 225 | \$65.44 | \$14,724.00 | No Bid | | \$40.00 | \$9,000.00 | \$45.32 | \$10,197.00 | No Bid | |
| | Brand/Model Offered | | Varsity/CDT | | | | FG Athletics/C530 | | Spirit | | | |
| | | | Adult WS0924A/Youth YWS0924A | | | | | | | | | |
| 2 | Cheerleading Women's Bodyliner Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity MFBL0924WM or "Approved Equal" meeting specifications. | 225 | \$47.56 | \$10,701.00 | No Bid | No Bid | \$17.00 | \$3,825.00 | \$30.22 | \$6,799.50 | No Bid | |
| | Brand/Model Offered | | varsity/CDT MFBL0924WM | | | | FG Athletics/BL 100 | | Spirit/3 color arm | | | |
| 3 | Cheerleading Women's A-Line Skirt Available in team colors, Available in Youth and adult sizes: XS-XXXL Varsity S073 or "Approved Equal" meeting specifications. | 225 | \$38.66 | \$8,698.50 | No Bid | No Bid | \$30.00 | \$6,750.00 | \$30.22 | \$6,799.50 | No Bid | |
| | Brand/Model Offered | | Varsity/CDT | | | | FG Athletics/CA100 | | Spirit Wear/348A | | | |
| | | | Adult S073/Youth YS073 | | | | | | | | | |



**City of Miami Gardens
Agenda Cover Memo**

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|--------------------------------|------------------------------|----|---------------------------------|--|------------------|-------------------------------|-----|
| Council Meeting Date: | May 26, 2010 | | Item Type: | Resolution | Ordinance | Other | |
| | | | | X | | | |
| Fiscal Impact: | Yes | No | Ordinance Reading: | 1st Reading | | 2nd Reading | |
| | | X | | Public Hearing: | Yes | No | Yes |
| | | X | | | X | | |
| Funding Source: | N/A | | Advertising Requirement: | Yes | | No | |
| | | | | | X | | |
| Contract/P.O. Required: | Yes | No | RFP/RFQ/Bid #: | N/A | | | |
| | | X | | | | | |
| Sponsor Name | Dr. Danny Crew, City Manager | | Department: | Capital Improvement Projects and Planning and Zoning | | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, VACATING A RIGHT-OF-WAY AS SHOWN ON THE TENTATIVE PLAT APPROVAL FOR THE MIAMI GARDENS COMMUNITY CENTER, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTION TO THE CITY MANAGER AND CITY ATTORNEY PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

As a condition of the Miami-Dade County Tentative Plat approval of the Miami Gardens Community Center Plat a 20.0' wide right-of-way dedication that encumbers the Community Center property must be vacated/abandoned by the City. The 20.0' wide right-of-way is the remainder of what was originally dedicated towards N.W. 199 Street, but was not vacated/abandoned when N.W. 199 Street was originally realigned and constructed to its present configuration.

Current Situation

The vacation/abandonment of the right-of-way will satisfy the condition of the Tentative Plat approval and is a requirement for Final Plat approval. The vacation of the 20.0' wide right-of-way will not have any impacts on future improvements of N.W. 199 Street.

Analysis

**ITEM J-2) CONSENT AGENDA
RESOLUTION
Vacating a Right-Of-Way**

The vacation of the right-of-way is required for final plat approval by Miami-Dade County which will in turn will allow for the recordation of the final plat and allow for the issuance of the final certificate of occupancy of the Community Center building.

Proposed Action:

Staff recommends the adoption of the Resolution to the right-of-way vacation.

Attachment:

- Sketch and description of the right-of-way to be vacated
- Copy of the Final Plat

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, VACATING A RIGHT-OF-WAY AS SHOWN ON THE TENTATIVE PLAT APPROVAL FOR THE MIAMI GARDENS COMMUNITY CENTER, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER AND CITY ATTORNEY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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WHEREAS, as a condition of the Miami-Dade Tentative Plat approval of the Miami Gardens Community Center, a twenty (20) foot wide right-of-way dedication that encumbers the Community Center property must be vacated by the City, and

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WHEREAS, the twenty (20) foot wide right-of-way is the remainder of what was originally dedicated as a portion of N.W. 199th Street, but was not vacated when N.W. 199th Street was originally realigned and constructed to its present configuration, and

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WHEREAS, City Council would like to authorize the City Manager and City Attorney to take any and all steps necessary in order to vacate the referenced right-of-way,

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

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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.

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Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby vacates that certain right-of-way shown on the tentative plat approval for the

1 Miami Gardens Community Center. The City Council also authorizes the City Manager
2 and City Attorney to take all steps necessary to vacate the easement.

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

5 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS
6 AT ITS REGULAR MEETING HELD ON MAY 26, 2010.

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SHIRLEY GIBSON, MAYOR

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12 ATTEST:

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17 RONETTA TAYLOR, MMC, CITY CLERK

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21 PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

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25 SPONSORED BY: DANNY CREW, CITY MANAGER

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29 MOVED BY: _____

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LEGAL AND SKETCH

SURVEYOR'S NOTES:

- 1. Bearings are based on an assumed value of N87°02'35"E along the North line of the Northeast ¼ of Section 4, Township 52 South, Range 41 East in Miami-Dade County, Florida.
- 2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- 3. This sketch does not represent a land survey

LEGEND:

| | | | | | |
|------|--------------------|---|------------------------|------|-------------|
| POB | Point of Beginning | R | Radius | SEC. | Section |
| P.B. | Plat Book | D | Central Angle Of Curve | SF | Square Feet |
| PG. | Page | L | Length | | |

LEGAL DESCRIPTION:

A PORTION OF SECTION 4, TOWNSHIP 52 SOUTH, RANGE 41 EAST IN MIAMI-DADE FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTH ¼ CORNER OF SAID SECTION 4; THENCE N87°02'35"E ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 4 FOR A DISTANCE OF 1218.75 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS S08°10'54"W; THENCE 115.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2919.79 FEET AND A CENTRAL ANGLE OF 2°15'29" TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID POINT BEARS S05°55'24"W; THENCE S87°02'35"W ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 4 FOR A DISTANCE OF 1332.15 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 4; THENCE CONTINUE S87°02'35"W ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 4 FOR A DISTANCE OF 39.52 FEET; THENCE N12°57'25"W FOR A DISTANCE OF 20.31 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 4; THENCE N87°02'35"E ALONG SAID NORTH LINE FOR A DISTANCE OF 43.05 FEET TO THE POINT OF BEGINNING. CONTAINING 26,290 SQUARE FEET, 0.60 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

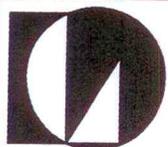
I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By:



Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

PROJ. NO: 2003 01J-A | DATE: 5-03-2010 | DRAWN: BBL | CHECKED: AS | SCALE: AS NOTED



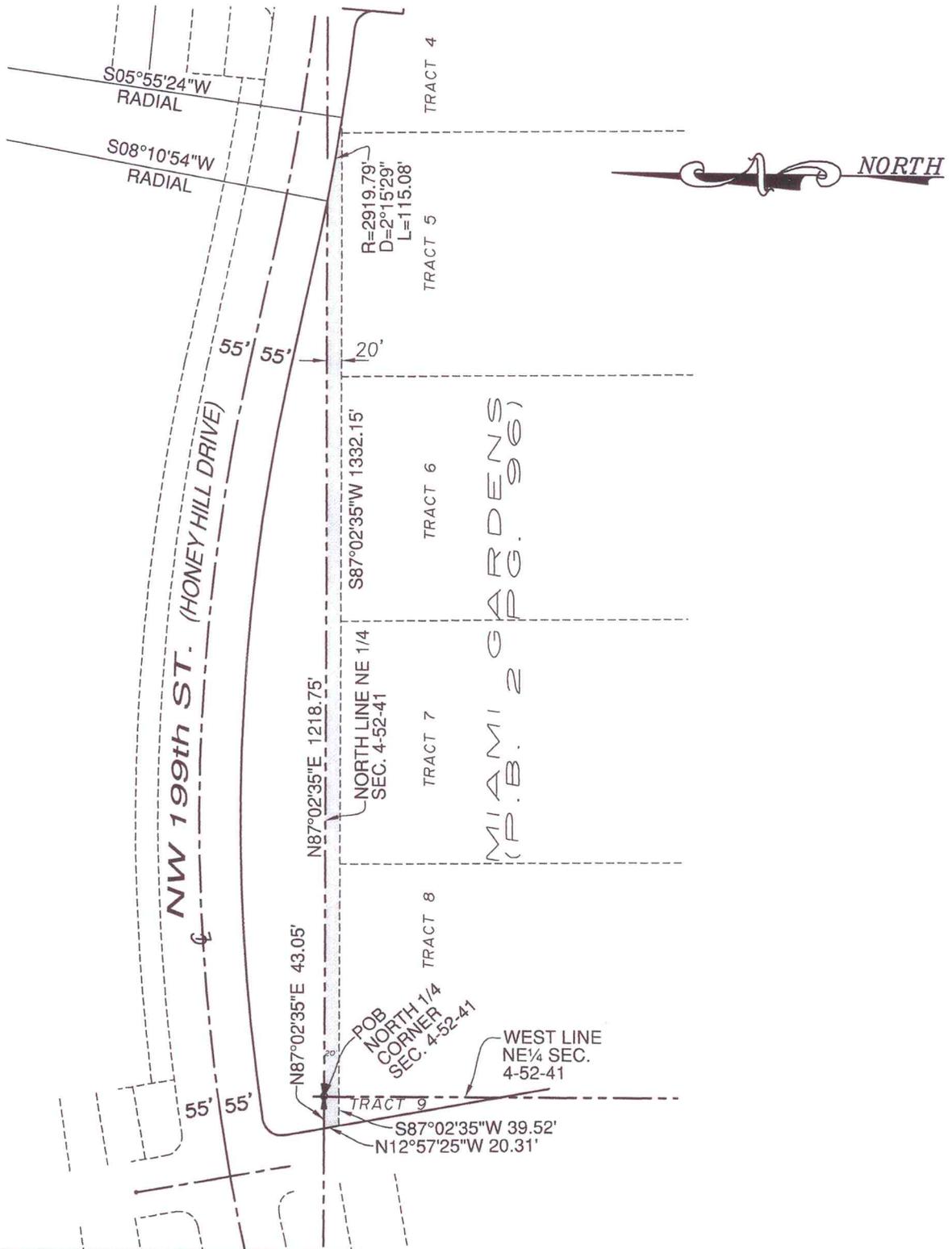
LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

ROAD
TO BE
VACATED

SHEET 1 OF 2 SHEETS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

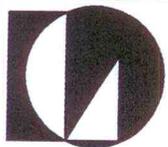


PROJ. NO: 2003 01J-A | DATE: 5-03-2010

DRAWN: BBL

CHECKED: AS

SCALE: NTS



LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

ROAD
 TO BE
 VACATED

SHEET 2 OF 2 SHEETS



**City of Miami Gardens
Agenda Cover Memo**

| | | | | | | | |
|---|---------------------------------|-----------|--|---|------------------|-------------------------------|------------|
| Council Meeting Date: <i>(Enter X in box)</i> | May 26, 2010 | | Item Type: <i>(Enter X in box)</i> | Resolution | Ordinance | Other | |
| | | | | X | | | |
| Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | 1st Reading | | 2nd Reading | |
| | X | | | Public Hearing: <i>(Enter X in box)</i> | Yes | No | Yes |
| Funding Source: | General Fund-Legislative | | Advertising Requirement: <i>(Enter X in box)</i> | Yes | | No | |
| | | | | | X | | |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | RFP/RFQ/Bid #: | N/A | | | |
| | | X | | | | | |
| Sponsor Name | Mayor Shirley Gibson | | Department: | Mayor and Council | | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY OF MIAMI GARDENS TO SPONSOR "THE MIAMI GARDENS KIWANIS CLUB GOLF TOURNAMENT" TO BE HELD ON SEPTEMBER 17, 2010, IN THE AMOUNT OF SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$7,500.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

The Miami Gardens Kiwanis Club has made a request for the City to be the title sponsor for their annual golf tournament, which will be held on September 17, 2010. The title sponsorship requires a donation in the amount of \$7,500 which in turn will result in the City being named as the event sponsor and opportunity for the City's logo and name to be prominently displayed at the event and on items given to the participants.

The Miami Gardens Kiwanis Club is a non-profit 501 (c) (3) Foundation which raises funds to facilitate many projects in the Miami Gardens Community. The Club through its charitable projects has provided:

- Appliances to low income families through the "Holiday Appliance Giveaway"
- School supplies for over 150 children in 2008 and 2009
- Organized the "Shop with a Cop" Program in conjunction with the Miami Gardens Police Department
- Implemented a scholarship program which has provided \$8,000 in scholarships to Miami Gardens high schools' seniors over the last two years

**ITEM J-3) CONSENT AGENDA
RESOLUTION
Sponsoring The Miami Gardens
Kiwanis Club**

This is only but a sampling of the efforts of this organization. A more comprehensive list of their projects in attached for review (Attachment 1). The organization's support of Miami Gardens residents is admirable and deserving of the City's support in this event.

Proposed Action:

That the City Council approves the attached resolution authorizing the City to be the title sponsor for the Miami Gardens Kiwanis Club Golf Tournament.

Attachment:

Attachment A- Kiwanis Letter of Support

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY OF MIAMI GARDENS TO SPONSOR "THE MIAMI GARDENS KIWANIS CLUB GOLF TOURNAMENT" TO BE HELD ON SEPTEMBER 17, 2010, IN THE AMOUNT OF SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$7,500.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Miami Gardens Kiwanis Club, a non-profit 501(c)(3) foundation which raises funds to facilitate projects in the Miami Gardens community, including appliances give-a-way to low income families, school supplies for children, the "Shop with a Cop" Program, and a scholarship which has provided more than Eight Thousand Dollars (\$8,000.00) in scholarships to Miami Gardens high school seniors over the last two years, and

WHEREAS, the Miami Gardens Kiwanis Club has approached the City of Miami Gardens and requested that the City becomes its title sponsor for the Golf Tournament to be held on September 17, 2010, and

WHEREAS, the money to be raised from the Golf Tournament will assist the Kiwanis Club with continuing to provide benefits as outlined above, and specifically, to provide Scholarships to high school seniors that attend school in the Miami Gardens area, and

WHEREAS, the City of Miami Gardens would like to become title sponsor for the event and would like to contribute the sum of Seven Thousand, Five Hundred Dollars (\$7,500.00) for this purpose,

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

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

6 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
7 hereby authorizes the City of Miami Gardens to sponsor "The Miami Gardens Kiwanis
8 Club Golf Tournament" to be held on September 17, 2010, in the amount of Seven
9 Thousand, Five Hundred Dollars (\$7,500.00).

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

12 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS
13 AT ITS REGULAR MEETING HELD ON MAY 26, 2010.

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: MAYOR SHIRLEY GIBSON

1 MOVED BY: _____

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5 **VOTE:** _____

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8 Mayor Shirley Gibson ___(Yes) ___(No)

9 Vice Mayor Aaron Campbell, Jr. ___(Yes) ___(No)

10 Councilman Melvin L. Bratton ___(Yes) ___(No)

11 Councilman Oliver Gilbert, III ___(Yes) ___(No)

12 Councilwoman Barbara Watson ___(Yes) ___(No)

13 Councilwoman Sharon Pritchett ___(Yes) ___(No)

14 Councilman André Williams ___(Yes) ___(No)

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Kiwanis

Miami Gardens Kiwanis Club

1020 NW 163 Drive
Miami Gardens, Florida 33169

May 26, 2010

Dear Honorable Mayor Shirley Gibson and City Council,

The Miami Gardens Kiwanis Club thanks you for considering our request that the City of Miami Gardens be the title sponsor for our 2010 Golf Tournament. The Club, founded in 2007, is made up predominately of City employees who have a desire to give back to the community in which we work, live and play. During our short existence we have provided many opportunities to members of this community and instituted programs to help those in need.

The following examples detail the types of projects sponsored by the Kiwanis Club of Miami Gardens during 2009:

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| City of Miami Gardens Trashion Show prize sponsor- | \$850.00 |
| Purchased Heat Tickets for Miami Norland Basketball Team | \$400.00 |
| "Reading in our Schools" Program (Miami Gardens, Brentwood and Scott Lake Elementary) | \$3,309.00 |
| Thanksgiving Turkey and Side Items Giveaway | \$1,000.00 |
| "Holiday Appliance Giveaway" | \$7,109.87 |
| "Get Ready for School" Program | \$3,000.00 |
| CMG and Antioch Fall Family Festival | \$1,000.00 |
| High School Scholarships | \$4,000.00 |
| "Shop with a Cop" Program | \$2,700.00 |

We hope to continue this support of our community and thank you again for considering this request to help us, help our City.

Sincerely,

Paul L. Miller

Paul L. Miller, President



**City of Miami Gardens
Agenda Cover Memo**

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|---|--|-----|--|--|-------------------------------|-------------------------------|
| Council Meeting Date: <i>(Enter X in box)</i> | May 26, 2010 | | Item Type: <i>(Enter X in box)</i> | Resolution X | Ordinance | Other |
| | Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | 1st Reading | 2nd Reading |
| | | X | Public Hearing: <i>(Enter X in box)</i> | Yes | No | Yes No |
| | | | | X | | |
| Funding Source: | General Fund- IT | | Advertising Requirement: <i>(Enter X in box)</i> | Yes | No | |
| | | | | | | |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | RFP/RFQ/Bid #: | <i>(Enter #)</i> | | |
| | X | | | | | |
| Sponsor Name | Dr. Danny O. Crew City Manger | | Department: | Information Technology Department/ Police Department | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND, THREE HUNDRED NINETY DOLLARS AND 20/100 CENTS (\$171,390.20) TO SUNGARD PUBLIC SECTOR, INC., FOR OSSI SOFTWARE FOR THE MIAMI GARDENS POLICE DEPARTMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Background

The Miami Gardens Police Department utilizes OSSI software from Sungard Public Sector as their main operational software package for the department. The original purchase of the software was implemented through a two year fixed price contract. The initial two-year term has ended, and the City must renew the software licenses on an annual basis. The OSSI software contains modules for the Records Management System, Computer Aided Dispatch System, as well as various other modules, which help with officer reporting and efficiency. With the expansion of the Police Department, the City procured additional modules for the K-9 unit and other modules that have increased the original amount for support from \$140,000 to \$171,390.

Future licensing renewals shall not exceed 5% of the previous year's amount as long as new services are not added. The original contract (Appendix A) states that as long as we keep the contract current

**ITEM J-4) CONSENT AGENDA
RESOLUTION
P.O. to Sungard Public Sector, Inc.**

without any lapses, “after the term of the first contract, support for licensed programs will be on a year-to-year basis for a period of 5 years,”... “renewal contract years will be an amount not to increase over the support fee for the immediately preceding contract year by more than five percent (5%).

Current Situation

The Miami Gardens Police Department is currently using OSSI software from Sungard Public Sector as the primary operational software package for the department. In order to maintain the functionality of the police department operating system, the City must keep all licensing agreements current. As such, staff is requesting the approval of the attached resolution authorizing the City Manager to issue a purchase order in the amount of \$171,390.20, to Sungard Public Sector for OSSI for the one year software licensing renewal.

Proposed Action:

That the City Council approve the attached resolution authorizing the City Manager to issue a purchase order in accordance in the amount of \$171,390.20, To Sungard Public Sector for OSSI software for the Miami Gardens Police Department.

Attachment:

Attachment A - Original Contract for OSSI Software

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND, THREE HUNDRED NINETY DOLLARS AND 20/100 CENTS (\$171,390.20) TO SUNGARD PUBLIC SECTOR, INC., FOR OSSI SOFTWARE FOR THE MIAMI GARDENS POLICE DEPARTMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously authorized the issuance of a Purchase Order to OSSI for software for the Miami Gardens Police Department, and

WHEREAS, the original award to OSSI was for a two (2) year fixed contract price, but included renewals for up to a five (5) year period with annual increases not to exceed five percent (5%) of the amount of the preceding year's contract, and

WHEREAS, the initial two (2) year term has ended, and City staff is recommending that the City Council authorize a renewal of the Agreement with OSSI, and

WHEREAS, since the issuance of the original Purchase Order, additional modules have been added to the original system with an increase in the original amount for support from One Hundred Forty Thousand Dollars (\$140,000.00) to One Hundred Seventy-One Thousand, Three Hundred Ninety Dollars and 20/100 Cents (\$171,390.20), and

WHEREAS, staff is recommending that City Council authorize the City Manager to issue a Purchase Order to OSSI for an additional year,

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MOVED BY: _____

VOTE: _____

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|--------------------------------|----------|---------|
| Mayor Shirley Gibson | ___(Yes) | ___(No) |
| Vice Mayor Aaron Campbell, Jr. | ___(Yes) | ___(No) |
| Councilman Melvin L. Bratton | ___(Yes) | ___(No) |
| Councilman Oliver Gilbert, III | ___(Yes) | ___(No) |
| Councilwoman Barbara Watson | ___(Yes) | ___(No) |
| Councilwoman Sharon Pritchett | ___(Yes) | ___(No) |
| Councilman André Williams | ___(Yes) | ___(No) |

RESOLUTION No. 2007-52-559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND SUNGARD HTE, INC., FOR A COMPUTER-AIDED DISPATCHING SYSTEM, A RECORDS MANAGEMENT SYSTEM, AND A MOBILE DATA COMPUTING SYSTEM BY RELYING UPON THAT CERTAIN AGREEMENT DATED MAY 4, 2006, BETWEEN THE CITY OF LARGO, FLORIDA AND SUNGARD HTE, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, previously the City Council authorized the issuance of bonds to be used for capital expenditures in establishing the City of Miami Gardens Police Department, and

WHEREAS, it is necessary for the City to purchase a computer-aided dispatch system, a records management system and a mobile data computing system for the Police Department, and

WHEREAS, the City of Largo issued an RFP for systems that are required by the City of Miami Gardens, and

WHEREAS, on May 4, 2006, the City of Largo entered into an Agreement for these services with Sungard HTE, Inc. ("Sungard"), and

WHEREAS, the City of Largo permits other governmental entities to utilize the Largo Contract for similar services, and

WHEREAS, Sungard has agreed to permit the City of Miami Gardens to utilize Largo's Contract for the provision of the required computer services, and

WHEREAS, in accordance with Section 15(b) of the City's purchasing ordinance, the City's purchase of commodities of services from contracts previously awarded by other governmental entities that were competitive bid are exempt from bidding procedures,

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. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Agreement between the City of Miami Gardens and Sungard HTE, Inc., for a computer-aided dispatching system, a records management system and a mobile data computing system by relying upon that certain Agreement dated May 4, 2006, between the City of Largo, Florida and Sungard HTE, Inc., a copy of which is attached hereto as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to Sungard HTE, Inc., and with one to be directed to the Office of City Attorney.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MARCH 14, 2007.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilwoman Pritchett
SECONDED BY: Councilman Bratton

SKD/teh

VOTE: 5-1

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|-------------------------------|---|--|-----------------|
| Mayor Shirley Gibson | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | |
| Vice Mayor Oscar Braynon, II | <input type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | Excused Absence |
| Councilman Melvin L. Bratton | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | |
| Councilman Aaron Campbell | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | |
| Councilman André Williams | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | |
| Councilwoman Sharon Pritchett | <input type="checkbox"/> (Yes) | <input checked="" type="checkbox"/> (No) | |
| Councilwoman Barbara Watson | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | |

City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Oscar Braynon II
Councilman Melvin L. Bratton
Councilman Aaron Campbell
Councilman Andre Williams
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

MEMORANDUM

To: Mayor and City Council

From: Dr. Danny O. Crew, City Manager

Thru: Paul L. Miller, Major, Criminal Investigations Bureau
Pam Thompson, Purchasing Manager

Date: March 14, 2007

Re: Proposed Resolution authorizing the City Manager to negotiate and execute an agreement to purchase and implementation of a fully integrated Public Safety software system

Background:

The City Council authorized the City Manager to issue bonds, whose proceeds would partially be used for capital expenditures in establishing the Miami Gardens Police Department.

A computer aided dispatch (CAD); records management system (RMS); and mobile data computing (MCT) software and hardware is required for the department to start operations on Saturday, December 1, 2007. These systems will allow dispatching of calls with GIS capabilities; records management to include property and evidence, crime analysis, and state/NCIC messaging.

This system will provide the Police Department with the ability to electronically complete and edit reports and will considerably increase our ability to provide service to the community. This software system will minimize report storage and more efficiently analyze criminal activity and assist the department in developing strategies that effectively deploy personnel in responses to crime trends.

**J-4) CONSENT AGENDA
RESOLUTION
SUNGARD HTE, INC.**

The City of Largo solicited a consultant to assist with preparing a Request for Proposal to obtain a fully integrated public safety software system. The City of Largo's RFP and contract, awarded in 2006, allows other governmental entities to use their contract with vendor's approval SunGard HTE, Inc. has agreed to allow the City of Miami Gardens to use the City of Largo's contract.

Analysis:

In order to provide the best police service available, the transition team researched various software programs in anticipation of the Miami Gardens Police Department automated needs. Members of the MGPD command staff completed a needs analysis and determined that the following components will provide features that will assist our officers in providing service to the residents of Miami Gardens:

- Computer Aided Dispatch (CAD)
- Records Management (RMS)
- Mobile Data Computers (MDC)
- Field Based Reporting (FBR)

This analysis included onsite visits to North Miami, Sunny Isles, North Miami Beach, Miami, Miami-Dade Schools Police and Miramar Police Departments in order to obtain a first hand view of individual systems, potential problems and customer satisfaction. Vendor specific demonstrations were conducted to provide an overview of the capabilities and pricing of each system. Input was received from various entities and law enforcement agencies as to which companies were currently providing the best service and implementation options.

Based on feedback from points of contact and the department's need to aggressively implement a product, five companies were contacted and asked to provide information and demonstrations of their product. Four of the companies, Eden, Sungard (OSSI), Spillman Technologies and Plant/Global (partnering with Motorola), provided literature about their products and conducted product demonstrations at our offices. The last company, Tiburon, contacted staff and advised that they were unable to meet our timeline for implementation and removed themselves from consideration.

While viewing product demonstrations and obtaining vendor information, staff focused on product application, ease of use, analytical capabilities, and the ability for implementation prior to December 1, 2007. As the department does not currently have a manual reporting or records system in place, it was imperative that the department be able to implement an automated system from the start. This would prevent the department from having to implement a manual system and then convert data and retrain personnel within one to two years. Initiating a seamless technologically advanced system will allow training to be conducted during the initial transition process. Additional cost savings will be realized by not having to print forms or institute a manual records maintenance system.

The products that were viewed all had similar capabilities but there were aspects of each company's product that were unique. The product from SunGard OSSI was distinguished from the other products in the following three areas:

Field Based Reporting
Individual modules
Ease of use.

The OSSI Product has many of the reports used in the South Florida area already built into the system. OSSI is being utilized by many Miami-Dade and Broward Agencies which affords the MGPD the opportunity to utilize reports that were already designed for many of these departments and are familiar to officers who may join MGPD.

The modules contained in the package price include:

Standard Reporting and Dispatch
Internal Affairs
Case Management
Quartermaster
Personnel
Equipment
Training

The system also includes analytical modules such as crime analysis, gang monitoring and sexual offender registration. Many neighboring agencies utilize this software which may provide information links with MGPD. The OSSI system is a member of the State of Florida users group which is a vehicle for networking and obtaining no cost enhancements to the system.

OSSI management has committed to implementing full system training prior to December 1, 2007. In addition, assistance from several area agencies has been offered in order to assist in a smooth transition to this system. MGPD staff recently visited OSSI's National Headquarters in order to discuss the system with the OSSI executive team. MGPD staff left with total commitment regarding the implementation, training, and continued support to the City of Miami Gardens.

The purchase of the OSSI system will enable the MGPD to be at the forefront of the law enforcement community in South Florida. Our officers will be equipped with the latest technology to process information quickly and efficiently.

Project Structure:

SunGard HTE. Inc will be the lead agency for implementation of the OSSI Software Records Management System (RMS). In order to fully implement OSSI, SunGard HTE. Inc. is partnering with two additional companies; Iron Mountain Intellectual Property Management, Inc. and Stratus Technologies Ireland Limited.

Iron Mountain Intellectual Property will maintain the escrow account necessary to protect SunGard's proprietary technology, and Stratus Technologies will provide the high availability server configuration to support the RMS software.

These companies have provided individual contracts for goods and services which are being administered through SunGard HTE. In line with City of Miami Gardens procedures each contract must go separately before Council. As such, the above-mentioned contracts, which are integral pieces of the larger SunGard system, will be brought before Council as individual agenda items for approval.

Recommendation:

That the City Council approve the attached resolution authorizing the City Manager to negotiate and execute an agreement with SunGard HTE Inc. in accordance with the City of Largo's contract for the purchase and implementation of a public safety integrated software system in an amount of \$944,856.00 plus annual support of \$139,999.00

AGREEMENT BETWEEN SUNGARD INC., AND THE CITY OF MIAMI GARDENS, FLORIDA

This Agreement is entered into as of this 14 day of March, 2007, between SunGard HTE Inc. ("SunGard" or "Contractor"), having its principal place of business at 1000 Business Center Drive, Lake Mary, Florida 32746, and the City of Miami Gardens, FL (the "City" or "Customer"), with its principal place of business at 1515 NW 167th Street, Bldg 7, Suite 403, Miami Gardens, FL 33169.

WHEREAS, the City of Largo, Florida previously issued Request for Proposal 05-P-998, and entered into a resulting contract with SunGard (City of Largo Contract); and

WHEREAS, the City of Largo Contract allows other governmental entities to use the City of Largo Contract, subject to SunGard's approval; and

WHEREAS, SunGard has agreed to allow City to use the City of Largo Contract as the basis for this Agreement; and

WHEREAS, the City has requested SunGard to furnish a Computer Aided Dispatching System, Records Management System, and Mobile System (each hereinafter referred to as a "Licensed Program," and described in Exhibit A -- Pricing and Detail Summary, attached hereto, which reflects agreements and adjustments made during negotiations between the parties; and,

WHEREAS, the request and all subsequent negotiations documented as of the above date are herein reconciled to and are superseded by this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1.0 INDEPENDENT CONTRACTOR

SunGard shall, at all times, act as an independent contractor in the performance of this Agreement. Neither SunGard nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

2.0 DUTIES OF PARTIES

SunGard and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Programs and/or services offered under this Agreement. SunGard will furnish to the Customer by this Agreement:

1. The SunGard Licensed Programs listed in Exhibit A to this Agreement.
2. Grant of a nonexclusive, nontransferable, perpetual license to use such Licensed Programs on SunGard-approved Hardware.
3. Support services as described and provided for in Exhibit B to this Agreement.
4. Training, conversion and project management services as described herein and listed in Exhibit A to this Agreement.
5. Acquisition on behalf of and for benefit of the City of the Pay Agency Products listed in Exhibit A to this Agreement.

With respect to the Licensed Programs, the Customer agrees, without limitation, to accept responsibility for:

1. Appointment of a qualified "City Project Representative," as otherwise provided for in this Agreement, and cooperating with and assisting SunGard in the performance of its responsibilities under this Agreement.
2. Use of the Licensed Programs to achieve the Customer's intended results.

3.0 DEFINITIONS Each of the following defined terms will have the meaning given to that term in this Section whenever that term is used in this Agreement. Certain other terms used in this Agreement are defined in the operative provisions of this Agreement:

"Licensed Program" shall mean a licensed software program identified in attached Exhibit A or in a written amendment to this Agreement between the parties hereto, and including, without regard to the author thereof, any extracts from such software, any derivative works of such software, or any collective works constituting such software (such as subsequent releases of the Licensed Program that are made available to Customer by SunGard as part of Support) or routines and subroutines, consisting of a series of instructions or statements in machine readable object code form and any related licensed program materials provided for use in connection with the Licensed Programs. Unless otherwise provided herein, the term "Licensed Programs" shall refer solely to SunGard Licensed Programs.

"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by SunGard for operation of any Licensed Programs.

"Source Code" shall mean a copy of the computer programming code in human-readable form.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which is readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Effective Date" shall mean the date first above written, which shall be the date of the execution of this Agreement by the last party to sign this Agreement.

"Installation Date" shall mean the date that a Licensed Program is installed/loaded on a designated machine. Licensed Programs will be considered installed when SunGard demonstrates to Customer that the Licensed Program is installed and is ready for the Customer to start building code files on their computer system.

"Delivery Date" shall mean the date SunGard delivers, F.O.B. SunGard's offices, the Licensed Programs to Customer. The date of such delivery shall be referred to as the "Delivery Date." For services, the "Delivery Date" refers to the date services are performed.

"Support" shall mean the maintenance and support call services provided to Customer for the SunGard Licensed Programs pursuant to the Licensed Programs Support Agreement signed by the parties on or about the Effective Date and attached to this Agreement as Exhibit B.

"Pay Agency Products" means, collectively, the third party hardware, systems software and/or software products that are enumerated in Attachment 1 of Exhibit A attached to this Agreement. In each instance, the respective third party owners of such hardware and systems software products are each referred to as a "Vendor."

"Project Plan" shall mean a definitive written plan, to be signed by both Customer and SunGard, setting forth the timeline in which SunGard will render the services provided for in Exhibit A. The parties will use good faith efforts to complete and execution such Project Plan by not later than forty-five (45) days following the Effective Date.

"Documentation," as it refers to any Baseline Licensed Program, means the then-current SunGard-provided on-line and hard copy user and system manuals and printed information relating to the operation and functionality of the Baseline Licensed Program.

"Baseline Licensed Program" means the general release version of a SunGard Licensed Program as first delivered to the City, but without any other modification whatsoever.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard includes the Licensed Programs, all software provided with the Licensed Programs, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Programs and any software provided with the Licensed Programs. Notwithstanding anything contained herein to the contrary, Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. The parties acknowledge that their respective obligations under this Agreement are governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, concerning instances that may require the City disclose Confidential Information of SunGard to third parties. The provisions addressing such potential disclosures are set forth in Section 11 of this Agreement.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

4.0 CONTRACT DOCUMENTS

The Agreement between the parties shall consist of this Agreement, including the following Exhibits, all of which are incorporated herein:

Exhibit A – Pricing and Detail Summary

Exhibit B– SunGard Licensed Programs Support Agreement

Exhibit C – SunGard Software Escrow Agreement

Exhibit D – Sample Project Plan

5.0 LICENSE

The license granted under this Agreement permits the Customer, subject to the provisions of this Agreement, to:

- a. Use the Licensed Programs only in the United States of America on the designated Machine(s) for Customer's internal use only and not for the processing of any data except Customer's (i.e., no service bureau use is permitted).
- b. Copy the Licensed Programs in machine readable object code form as reasonably necessary to support the Customer's use of the Licensed Programs as authorized under this Agreement.
- c. Use the Licensed Programs on a back-up CPU to be used when the designated CPU is temporarily inoperable.
- d. Have access to a copy of the Source Code for the Licensed Programs in certain limited instances, subject to Customer's execution of the escrow agreement attached to this Agreement and marked as Exhibit C. Unless otherwise provided herein, the Licensed Programs are provided in and may be used in machine-readable object code form only. The parties shall enter into an escrow agreement in the form of Exhibit C, which describes the provisions for escrowing of the SunGard Licensed Programs, and the City's rights to release of the software source code version of the SunGard Licensed Programs from escrow upon the occurrence of the certain release events specified in Exhibit C.

Customer will not allow the Licensed Programs to be used by, or (subject to the requirements of applicable law) disclose all or any part of the Licensed Programs to, any person except Customer's employees, on a need-to-know basis. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Licensed Programs by third parties on a need to know basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Programs. Customer will not allow the Licensed Programs, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

6.0 PERIOD OF PERFORMANCE

This Agreement shall be effective as of the Effective Date and shall remain in full force and effect unless terminated by either party as otherwise provided for herein. With regard to the services outlined in attached Exhibit A, within forty-five (45) days following the Effective Date, the parties will develop a Project Plan that includes a tentative timeline for the completion. A reference Sample Project Plan in attached hereto as Exhibit D.

7.0 PERFORMANCE BOND

SunGard, at its own expense, will obtain and maintain in place for the two (2) year period following the Effective Date, an annual performance bond, issued by a reputable bonding company qualified to conduct business in the State of Florida, in the

base amount of \$199,500.00 (with the amount of such bond to be reduced in the second year to reflect the value of the services rendered by SunGard in the first year that such performance bond is in place), to secure SunGard's obligation to render the services detailed in Attachment A. SunGard will obtain the performance bond for such first year period by not later than thirty (30) days following the Effective Date.

8.0 PRICING AND PAYMENT TERMS

For the license to use the Licensed Programs identified in Exhibit A, the provision of the services specified in Exhibit A, the acquisition of the Pay Agency Products identified in Exhibit A, and the Support provided for in Exhibit B, the City will pay SunGard the fees specified in Exhibit A, in accordance with the payment schedule provided for in Exhibit A. The City will additionally reimburse SunGard for reasonable travel and living expense actually incurred by SunGard personnel rendering services. SunGard will use good faith efforts to limit such reimbursable expense amounts. Such efforts will include, without limitation, using coach air fare, booked in advance when available, staying at hotels identified in advance by Customer as offering Customer's contractors a discounted rate, and sharing rental cars. With regard to the services specified in Exhibit A as of the Execution Date, the amount for which the City will reimburse SunGard for travel and living expenses will not exceed \$39,000 without the City's prior and express written consent. In each instance, for each amount invoiced by SunGard, SunGard will provide Customer with a single itemized invoice bearing the contract number of this Agreement. Each invoice will be payable by City in accordance with the applicable provisions of the Florida Prompt Payment Act. Late payments will be subject to late charges as otherwise provided for under the Florida Prompt Payment Act.

The amounts payable to SunGard pursuant to this Agreement are exclusive of any applicable sales, use or excise taxes. Such amounts will be payable by Customer in addition to the amounts otherwise provided for in this Agreement. Customer represents that it is exempt from all Federal excise and transportation taxes and Florida sales and use taxes. Customer shall provide SunGard with a copy certificates evidencing such tax exempt status. SunGard will be responsible for any taxes imposed upon SunGard's income, gross receipts or capital stock.

9.0 LICENSED PROGRAM SERVICES AND APPOINTMENT OF CUSTOMER REPRESENTATIVE

Training services that SunGard will provide to City in connection with the SunGard Licensed Programs are listed in Exhibit A, and the fees therefor will be invoiced as provided for in Exhibit A. Additional training can be provided upon request of the Customer at SunGard's then prevailing rates.

SunGard will provide Customer with the data conversion services specified in Exhibit A and the fees therefor will be invoiced as provided for in Exhibit A. Additional data conversion assistance can be provided upon request of the Customer at SunGard's then prevailing rates. Data must be given to SunGard in a format provided or approved by SunGard and the data must match data field definition. Input data file clean up and formatting shall be the responsibility of the Customer.

Excepting for the modifications (if any) specifically provided for in Exhibit A, no modification services are included in the services to be provided pursuant to this Agreement. If Customer desires to engage SunGard to provide any such modification services in any instances, the parties must execute a written amendment to this Agreement. Such written amendment will specify the specific modifications to be provided by SunGard, and the additional amounts payable by Customer for such modification services. Without limitation, SunGard will be obligated to provide Support only for the Baseline Licensed Program.

Customer will cooperate with SunGard to facilitate the performance of SunGard's responsibilities under this Agreement. As part of Customer's responsibilities, it will make available to SunGard a qualified staff member to serve as the Customer's project representative (hereinafter, the "City Project Representative"), who will have authority to act for Customer in the performance of this Agreement, and to provide SunGard with necessary information and data concerning Customer's operations and activities, and assume responsibility for the accuracy of such information and data supplied, and provide access to Customer's computer facility at all reasonable times, and have the authority to enforce implementation decisions which are mutually agreed to by Customer and SunGard.

10.0 PROJECT MANAGEMENT

In connection with the services provided for in Exhibit A (for purposes of this Section, the "Project"), the Contractor shall, within thirty (30) days after the Execution Date, assign an individual ("Project Manager") to oversee and have complete responsibility for the Project. This Project Manager shall manage and direct SunGard's provision of services, including SunGard's planning, delivery, installation, and performance verification, and shall be subject to the City's right of disapproval,

as provided for in Section 12.1 of this Agreement. The Project Manager shall coordinate all work between the various parties involved (i.e., manufacturer, subcontractors, installation company, etc.).

The Project Manager shall be available on site as required to perform the proposed work in conformance with the Project Plan. The Project Manager shall be supported by the Contractor's other services personnel in performing SunGard's services pursuant to this Agreement.

The Contractor's Project Manager and the City Project Representative shall hold regular Project status meetings (both on-site and by conference call, as appropriate) throughout the duration of the Project, all as to be more fully provided for in the Project Plan. The Contractor's Project Manager shall provide the City with periodic written reports regarding the Project, with such reports to include the following minimum items:

- A. Work performed.
- B. Technical problems encountered.
- C. Technical problems resolved.
- D. Management problems encountered.
- E. Management issues resolved.
- F. Meeting attendees.
- G. Technical/management items discussed.
- H. Action items.
- I. Project schedule.
- J. Report regarding the status of invoicing and payments.

11.0 PROTECTION AND SECURITY OF PROPRIETARY MATERIALS

Except as otherwise permitted under this Agreement, and subject to the requirements of Chapter 119, Florida Statutes:

The Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will exercise reasonable and prudent measures, and in any event, exercise at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Programs, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item, or for such longer period as may be required by applicable law. However, Customer's obligations to maintain the Licensed Programs as confidential will survive in perpetuity. To the extent that either party is required under applicable law (including whether by statute, order of a court of competent jurisdiction, or pursuant to a subpoena validly issued by a body having valid subpoena powers under applicable law") to provide any Confidential Information of the other to a third party (each hereinafter a "Lawful Order of Production), the party subject to such requirement (the "Producing Party") will promptly notify the other party (the "Owning Party") of such request, so that the Owning Party can take appropriate action to quash or to otherwise limit such Lawful Order of Production. In the event of a Lawful Order of Production, the Producing Party will limit the disclosure of the Owning Party's Confidential Information to only that which is required to comply with the Lawful Order of Production. Further, and without limitation, notwithstanding the disclosure of the Owning Party's Confidential Information in compliance with such Lawful Order of Production, the restrictions on the Producing Party's right to use and disclose the Owning Party's Confidential Information so disclosed under such Lawful Order of Production will remain in full force and effect for all other purposes whatsoever. Without limitation, the Licensed Programs constitute "data processing software" and "trade secret" information of SunGard, in whole and in part, as such terms are defined in Chapter 119, Florida Statutes.

During the term of this Agreement, SunGard may have access to and become familiar with City's Confidential Information regularly used in the operation of the City's business. This Confidential Information includes, but is not limited to, non-public devices; processes; applications; records; reports; investigations; compilations of information; specifications; and financial, accounting, statistical and security information. SunGard shall not, during or after the term of this Agreement disclose any such Confidential Information of the City to any person (other than to SunGard personnel having a need-to-know

for the purposes of fulfilling SunGard's obligations under this Agreement, directly or indirectly, nor use it in any way, except as required or authorized by the City. SunGard shall keep all equipment sign on access authority and passwords confidential and shall be responsible for all transactions performed on any City data. SunGard shall only use City computer systems for the purposes set out in this Agreement and any supplements hereto.

Without reducing SunGard's right to own exclusively the Licensed Programs, including any and all modifications thereto and derivative works thereof, all non-public files, records, documents, drawings, specifications, equipment, software, and similar items relating to the City's business, whether or not prepared by SunGard, shall remain the exclusive property of the City and shall not be removed under any circumstances from the premises where the City's work being carried on, without the prior approval of the City, such approval which the City will not unreasonably withhold, delay or condition. SunGard shall make no copies of any City Confidential Information, except for use as may be required to perform SunGard's duties under this Agreement and any supplements hereto.

12.0 LIMITED WARRANTIES

12.1 Limited Warranty Regarding Services. SunGard will render all services under this Agreement in a professional and workmanlike manner. Customer will have the right to request that SunGard remove and replace any SunGard personnel providing services at Customer's facilities if, in the reasonable opinion of Customer, such SunGard personnel do not possess the skills and experience necessary to render the services for which SunGard has provided such personnel, or for such other reasons as may be both lawful and appropriate. Promptly after receipt of Customer's request to that effect (which right of request Customer will not unreasonably exercise), SunGard will replace such personnel (the "Unsatisfactory Personnel") with personnel possessing the skills and experience necessary to render the services for which SunGard has provided such personnel, and SunGard will re-provide any services that were not rendered in accordance with the requirements of this Section at no additional fee to Customer. In the event that SunGard fails to effect the remedy provided for breach of this limited warranty, then, subject to the limitations set forth in Section 22 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty.

12.2 Limited Software Warranty by SunGard and Remedy For Breach. For each Licensed Program, SunGard warrants to Customer that, for a period of thirteen (13) months after the Delivery Date, the Baseline Licensed Program, as used by Customer on the Machine for its own, internal computing operations, will operate in substantial conformity with its Documentation. For each material non-conformity between a Baseline Licensed Program and its Documentation that Customer reports to SunGard, SunGard will, as soon as reasonably practicable and at its own expense, provide Customer with an avoidance procedure for or a correction of that non-conformity. If, despite its efforts, SunGard is unable to provide Customer with an avoidance procedure for or a correction of the non-conformity, then, subject to the limitations set forth in Section 22 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty.

12.3 Exclusive Remedies; Disclaimer of Warranties. The remedies for breach of the limited warranties provided for in this Section 12 are exclusive and are in lieu of all other remedies for breach of the limited warranties provided for in this Section 12, and SunGard's sole obligations for breach of the limited warranties provided for in this Section 12 are contained in this Section 12. **SUNGARD MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY OF THE LICENSED PROGRAMS, IN WHOLE OR IN PART. SUNGARD EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

13.0 FORCE MAJEURE

Neither party shall be deemed to be in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of service resulting from act of war, act of God, act of civil or military authority, civil disturbance, or any other cause beyond its reasonable control.

NOTICE OF FORCE MAJEURE. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than 15 days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a written amendment to this Agreement to extend the term of performance for a time period that is reasonable under the circumstances.

14.0 INSURANCE

SunGard shall maintain in force at all times during SunGard's performance under this Agreement of any services on-site at City's facilities not less than the following insurance coverage, with carriers authorized to do business in the State of Florida and having a Best's rating of at least "A-": (i) workers' compensation and employer's liability insurance as required by law; (ii) commercial general liability with limits of liability of not less than \$2,000,000 combined single limits for bodily injury and property damage per occurrence (such commercial general liability coverage which will name City as an additional insured); (iii) motor vehicle liability insurance with limits of liability of not less than \$500,000 combined single limits for bodily and property damage per occurrence for all owned, non-owned and hired automobiles (such motor vehicle liability coverage which will name City as an additional insured); and (iv) errors and omissions liability insurance with limits of liability of not less than \$1,000,000 in the aggregate. As soon as reasonably practicable after the Effective Date, SunGard shall provide City with certificates evidencing that all insurance coverage required by this Agreement has been obtained (and further, designating City as an additional insured under the coverage provided for in Subsections (ii) and (iii) hereof), and thereafter, as soon as reasonably practicable upon request in any instance, shall provide City with current certificates evidencing such insurance coverage.

15.0 INDEMNIFICATION FOR INJURY TO PERSON OR PROPERTY

SunGard agrees to assume liability for and indemnify, hold harmless, and defend the Customer, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature for bodily injury, death, and damage to real property and tangible personal property to the extent caused by SunGard's negligent or intentional acts or omissions ("Claims"). SunGard's liability hereunder shall include all reasonable attorney's fees and actual out-of-pocket costs incurred by the Customer in the enforcement of this indemnification provision. SunGard's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard of any such claim; (ii) Customer must in writing grant SunGard sole control of the defense of any such claim and of all negotiations for its settlement or compromise. Customer reserves the right to represent its own interests in any such action, at its own expense, but such representation must not prejudice SunGard's right to control the defense of the claim and negotiate its settlement or compromise; and (iii) Customer must cooperate with SunGard to facilitate the settlement or defense of the claim. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

16.0 INTELLECTUAL PROPERTY INDEMNITY

SunGard will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Licensed Program infringes any United States copyright or United States patent of others. SunGard's obligations under this indemnification are expressly conditioned on the following: (i) The City must promptly notify SunGard of any such claim; (ii) the City must in writing grant SunGard sole control of the defense of any such claim and of all negotiations for its settlement or compromise. The City reserves the right to represent its own interests in any such action, at its own expense, but such representation must not prejudice SunGard's right to control the defense of the claim and negotiate its settlement or compromise; (iii) the City must cooperate with SunGard to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Baseline Licensed Programs and third party hardware and software specified by SunGard in writing as necessary for use with the Licensed Program in question) from the use or combination of products provided by SunGard with items provided by the City or any third party. If any Baseline Licensed Program is, or in SunGard's opinion is likely to become, the subject of a United States copyright or United States patent infringement claim, then SunGard, at its sole option and expense, will: (A) first use good faith, diligent efforts to obtain for the City the right to continue using the Licensed Program under the terms of this Agreement; and if SunGard is unable to attain the result provided for in Subsection A, SunGard will (B) replace the Licensed Program with products that are substantially equivalent in function, or modify the Licensed Program so that it becomes non-infringing and substantially equivalent in function; and if SunGard is unable to attain the result provided for in Subsection A or Subsection B, SunGard will (C) refund to the City the portion of the license fee paid to SunGard for the Licensed Program(s) giving rise to the infringement claim, less a charge for use by the City based on straight line depreciation assuming a useful life of ten (10) years. **THE FOREGOING IS SUNGARD'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

17.0 COPYRIGHT PROTECTION

The Licensed Programs and any written documentation associated therewith are protected under the Copyright Laws of the United States. SunGard warrants and Customer acknowledges that, to the best of Customer's knowledge, SunGard has the following exclusive rights with regard to the Licensed Programs:

- a. To reproduce the Licensed Programs in any or all forms.
- b. To adapt, transform or rearrange the Licensed Programs.
- c. To prepare other products derivative of the Licensed Programs.
- d. To control the distribution of the Licensed Programs.

Customer agrees not to violate any of SunGard's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other proprietary notices in the Licensed Programs and written documentation.

18.0 HARDWARE, SOFTWARE AND SYSTEM SOFTWARE PAY AGENCY PROCUREMENT

Upon the terms and conditions set forth herein, SunGard agrees to obtain for Customer, and Customer agrees to remit payment to SunGard for, the Pay Agency Products listed in Exhibit A, at the price set forth therein. Customer further agrees to execute any operating system software sublicense agreement(s) required by the manufacturer(s). Customer may buy and SunGard may acquire for Customer additional computer hardware to be added to the computer hardware outlined above at the then current SunGard prices in effect at the time of purchase.

With regard to the Pay Agency Products, Customer designates SunGard as Customer's pay agent for the sole and exclusive purpose of allowing SunGard, on behalf of Customer, to make payment to Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements to be executed and made by and between Customer and Vendor (individually or collectively "Vendor Agreement"). SunGard will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor. SunGard will remit payment that Customer makes to SunGard for the Pay Agency Products to the Vendor on behalf of Customer. Customer is hereby advised that Vendor, and not SunGard, will be providing Customer with any and all maintenance and/or support for the Pay Agency Products; that Vendor, and not SunGard, assumes all responsibility for and liability in connection with the Pay Agency Products. SunGard is not authorized to make any representations or warranties that are binding upon Vendor or to engage in any other acts that are binding upon Vendor, excepting specifically that SunGard is authorized to represent the fees for the Pay Agency Products as the same is provided for in Exhibit A, and to accept payment of such amounts from Customer on behalf of Vendor. In no event will SunGard be deemed to have taken title or any similar right or interest in or of any Pay Agency Products in the chain of distribution to Customer, and title or such similar right or interest in or to the Pay Agency Products will be deemed to vest in Customer only as otherwise provided for in the Vendor Agreement.

Computer Hardware Delivery. SunGard shall arrange for delivery of the Pay Agency Products to Customer as promptly as is reasonably practicable (normally, within 30-60 days following the Effective Date).

Shipment. Computer hardware shipments to the Customer's installation site shall be arranged by SunGard to be in an acceptable mode of transportation to provide appropriate protection of the Pay Agency Products in transit; SunGard shall prepay all charges for shipments and will invoice same to Customer for reimbursement. Customer agrees to reimburse SunGard, in accordance with Exhibit A, for all Pay Agency Products transportation, insurance and special handling charges.

Hardware Capacity. It is expressly understood and agreed between SunGard and Customer that Customer has elected to purchase hardware from other sources that is sufficient to meet Customer's needs and is compatible with SunGard's Licensed Programs. Customer understands that SunGard's Licensed Programs are frequently enhanced and therefore SunGard's minimum hardware specifications are subject to change without notice to the Customer.

Other accessories (hardware or software) may be required for the use of the Licensed Programs. Exhibit D contains a listing of peripherals that Customer has acquired for use with the Licensed Programs. Except as agreed otherwise in writing, SunGard assumes no responsibility under this Agreement for obtaining or supporting such accessories. Customer is also responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program operates, including an uninterrupted power supply.

19.0 ACKNOWLEDGMENT OF SUNGARD'S DEPENDENCE ON CUSTOMER'S GIS INFORMATION

Customer acknowledges and agrees that SunGard's ability to implement the Licensed Programs and to provide services relating to Geographic Information System (GIS) or relating to Maps or relating to geographic analysis, etc. is dependent on the Customer providing SunGard with the resources and data for SunGard's Implementation Guide for Map Projects, if applicable.

Customer shall provide SunGard with the following accurate GIS resources and accurate data in an ASCII EOO format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

Customer is solely responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of inaccurate information include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes, street type, etc.

SunGard will return to Customer a list of the logical errors from SunGard's editing/data validation utility. The logical errors checked for include:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer is responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Defects and errors in data may cause delays in the project and will be the sole responsibility of the Customer. IN NO EVENT SHALL SUNGARD BE LIABLE FOR ANY ERRORS ASSOCIATED WITH THE CONVERTED GIS RESOURCES.

Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

20.0 [Deleted]

21.0 DEFAULT AND TERMINATION

21.1 **DEFAULT BY SUNGARD.** If SunGard breaches a material obligation under this Agreement, the City may declare SunGard to be in default of this Agreement. If the City asserts a default, it will give SunGard written and detailed notice of the default. SunGard will have thirty (30) days thereafter either to dispute the assertion in good faith (in which event the parties will undertake the Internal Dispute Resolution Process outlined in Section 21.3 below) or to provide a written plan to cure the default. Such plan must be reasonably acceptable to the City. If SunGard provides a cure plan reasonably acceptable to the City, SunGard will begin implementing the cure plan promptly after receipt of the City's approval of the plan. If SunGard fails to cure its default or to provide a plan for such cure acceptable to the City, or if SunGard fails to comply with such plan, the City may declare this Agreement terminated, by providing notice of such termination to SunGard, and thereupon, subject to the limitations otherwise provided for in this Agreement, the City can pursue a claim against SunGard for direct damages caused by such breach.

21.2 **DEFAULT BY THE CITY.** If the City breaches a material obligation under this Agreement, SunGard may declare the City to be in default of this Agreement. If SunGard asserts a default, it will give the City written and detailed notice of the default. The City will have thirty (30) days thereafter either to dispute the assertion in good faith (in which event the parties will undertake the Internal Dispute Resolution Process outlined in Section 21.3 below) or to provide a written plan to cure the default. Such plan must be reasonably acceptable to SunGard. If the City provides a cure plan reasonably acceptable to the SunGard, the City will begin implementing the cure plan promptly after receipt of SunGard's approval of the plan. If the City fails to cure its default or to provide plan for such cure acceptable to SunGard, or if the City fails to comply with such plan,

SunGard may declare this Agreement terminated, by providing notice of such termination to the City, and thereupon, SunGard can pursue a claim against the City for damages caused by such breach.

21.3 INTERNAL DISPUTE RESOLUTION PROCEDURE. If either party disputes in good faith an assertion put forward by the other that the party is in breach of a material obligation under this Agreement, or if the parties in any instance agree in writing to attempt to resolve any other dispute, difference or claim that may arise between them (each a "Dispute"), the parties will first conduct a staged procedure as follows, it being agreed that for purposes of this Section 21.3, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate; PROVIDED, however, that the procedures set forth in this Section 21.3 shall not apply to SunGard's obligations of indemnification, as the same are otherwise provided for in this Agreement:

(a) A party will provide written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the City Project Representative and the SunGard Project Manager will conduct a meeting to attempt to resolve the matter and set forth such resolution in writing. In the event they are unable to resolve the Dispute at the foregoing described meeting, they will reasonably define the Dispute in writing including a description of the position of each party and the other projects and tasks which would be materially affected by the proposed resolution submitted by the City Project Representative and by the proposed resolution submitted by the SunGard Project Manager.

(b) If the City Project Representative and the SunGard Project Manager are unable to reach resolution at the meeting prescribed in Section 21.3(a) above, then within five (5) business days after such meeting, SunGard's Vice President, Professional Services and Customer's Chief Information Officer will meet in Tampa, Florida to attempt to reach a resolution of the matter in light of the description of the Dispute submitted by the parties and further discussion among and between the parties and their respective representatives. If they are unable to resolve the Dispute, they will further reasonably define the Dispute in writing based upon discussions held at their meeting, if appropriate.

(c) If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 21.3, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity including, without limitation and upon agreement of the parties in any given instance, alternative dispute resolution services. Notwithstanding the provisions of this Section 21.3 either party may seek equitable relief at any time without the necessity of first complying with the provisions of this Section 21.3.

(d) While this dispute resolution procedure is being conducted, each party will continue in good faith to discharge all of its respective obligations under or pursuant to this Agreement. Each party will bear its own expenses (including its own travel and lodging expenses) in connection with the dispute resolution procedure provided for in this Section 21.3.

21.4 EFFECT OF TERMINATION. Upon termination of this Agreement by either party, Customer will promptly return to SunGard or (at SunGard's request) will destroy all copies of the Licensed Programs, and will certify to SunGard in writing, over the signature of a duly authorized representative of Customer, that it has done so. Further, upon any termination of this Agreement, each party will promptly return to the other party or (at the other party's request) will destroy all copies of the other party's Confidential Information that are in the non-owning party's possession, and will certify to the other, by the signature of a duly authorized representative of the non-owning party, that the non-owning party has done so.

21.5 SURVIVAL OF OBLIGATIONS. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement. Further, all provision of this Agreement which, by their express terms survive termination, or which reasonably should survive such termination, shall remain in full force and effect.

21.6 TERMINATION WITHOUT PREJUDICE TO OTHER RIGHTS AND REMEDIES. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

21.7 NON-APPROPRIATION OF FUNDS. The City represents and warrants to SunGard that Customer has both appropriated and encumbered sufficient funds in the City's current fiscal year (that is, the fiscal year in effect as of the Execution Date) to pay SunGard both the amounts provided in Exhibit A as the license fees for the Licensed Programs, and the fees for acquisition of the Pay Agency Products, in accordance with the payment schedule set forth in Exhibit A. However, the City's continuing obligation to pay SunGard under this Agreement for services (including Support) is strictly contingent upon annual appropriation by the City's governing body ("City Council"). If the City Council does not appropriate sufficient funds

to pay such services/Support compensation to SunGard under the Agreement, the City will promptly notify SunGard of such fact, with such notice to advise SunGard of the last day through which such funds have been appropriated. On a prospective basis, the City shall not be held liable to pay SunGard under the Agreement for services/Support rendered after the last day through which funds have been appropriated, and only with regard to the prospective obligations of SunGard to provide, and the City to obtain and pay for services/Support under this Agreement, the parties' prospective obligations to obtain/provide services and Support will be terminated as of the last day through which such funds have been appropriated. Notwithstanding anything contained in this Agreement to the contrary, the City will not be considered in default if the City Council does not appropriate sufficient funds to pay the compensation due SunGard under this Agreement. In any such event, however, the City will remain liable to SunGard for payment of all services fees for services rendered, Support for Support provided, and reimbursement amounts for reimbursable expenses incurred by SunGard, up to the effective date of such termination for non-appropriation. Further, the provisions of this Section will not apply to the extent that any funds are appropriated to the City, or by the City, for the acquisition or provision of services similar to the services/Support to be or that are then being provided by SunGard under or pursuant to this Agreement, and the City will not during any fiscal period that SunGard is to provide the City with services/Support under or pursuant to this Agreement, give priority in the application of funds to any other services of the kind otherwise provided for in this Agreement.

22.0 LIMITATIONS OF LIABILITY.

Excepting specifically in connection with SunGard's obligations of indemnity pursuant to this Agreement: SUNGARD'S LIABILITY TO CUSTOMER IN CONNECTION WITH THE LICENSED PROGRAMS, ANY SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT THE CITY ACTUALLY PAID TO SUNGARD FOR THE LICENSED PROGRAMS OR SERVICES GIVING RISE TO THE LIABILITY. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON ANY THEORY WHATSOEVER.

23.0 MISCELLANEOUS AGREEMENT PROVISIONS

Choice of Law. This Agreement shall be governed by laws of the State of Florida. Venue and jurisdiction for any state action arising hereunder shall lie in Miami Dade County, Florida, and for federal actions, venue and jurisdiction shall lie in the U.S. District Court, Southern District of Florida.

Binding Agreement. The individual signing this Agreement and any Exhibits to this Agreement for the Customer warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Exhibit to the Agreement are a valid and binding obligation of the Customer. The individual signing this Agreement and any supplements(s) to this Agreement for SunGard warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Exhibits to the Agreement are valid and binding obligation of SunGard.

Assignment. This Agreement and the rights, title, and interest may not be assigned or transferred by the Customer without the prior written consent of SunGard, which consent may be withheld by SunGard. SunGard may assign its rights, title and interest by providing 60 days prior written notice to the Customer.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and SunGard.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of this Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

Publication. SunGard reserves the right to publish certain information regarding this Agreement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Agreement and listing Customer's name on SunGard's complete customer listing that is made available to other SunGard customers and potential customers.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

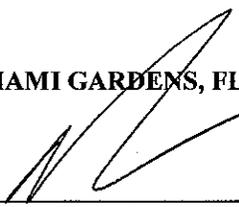
Non-Hiring Statement. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of SunGard or persons who have been employed by SunGard within the immediate past twenty-four (24) months without prior consent of SunGard.

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Use of Licensed Programs By or For the Benefit of Third Party Agencies. Customer acknowledges that use access by a third party is prohibited under Section 5.0 of this Agreement and use for the benefit of a third party agency is prohibited as service bureau processing in Section 5.0 hereof. Upon agreement of SunGard and payment of associated fees related thereto, SunGard will 1) permit the Licensed Programs to be accessed by a third party agency under the terms of SunGard's Agreement to Grant Permission to Allow Access to Software, which must be executed by any third party agency permitted to access the Licensed Programs or 2) will permit use of the Licensed Programs for the benefit of a third party agency under the terms of SunGard's Service Bureau Processing Addendum to this Agreement.

Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the entire understanding between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties regarding the subject matter hereof. This Agreement may not be modified, omitted or changed in any way except by a written amendment purporting by its express terms to amend this Agreement, and signed by persons authorized to sign agreements on behalf of the Customer and of SunGard. Preprinted conditions and all other terms not included in this Agreement, on any purchase order or other document submitted hereafter by Customer, are of no force or effect.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

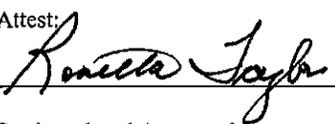
CITY OF MIAMI GARDENS, FL


Authorized Signature
Danny O. Crew, City Manager
Print Name & Title
March 17, 2007
Date

SUNGARD HTE INC.


Authorized Signature
Grant Harbin
Vice President of Professional Service, SunGard HTE Inc.

Print Name & Title
3/6/07
Date

Attest:


Reviewed and Approved:

Approved as to form and legal sufficiency


Sonja K. Dickens, City Attorney

Exhibit A

Pricing and Detail Summary

(Remove this page and insert Exhibit A document here)

0

Exhibit B

SunGard Licensed Programs Support Agreement

(Remove this page and insert Exhibit B document here)

Exhibit C

SunGard Software Escrow Agreement

(Remove this page and insert Exhibit C document here)

Exhibit D

Sample Project Plan

(Remove this page and insert Exhibit D document here)

**EXHIBIT A TO
AGREEMENT BY AND BETWEEN SUNGARD HTE INC. AND CITY OF MIAMI GARDENS, FL
PRICING AND PAYMENT SCHEDULE
CUSTOMER NO. _____; CONTRACT NO. 07-0186**

This Exhibit A is attached to and made a part of the Agreement dated of even date herewith ("Agreement"), between SunGard HTE Inc. (SunGard) and City of Miami Gardens, FL (Customer). Unless otherwise stated below, this Exhibit A is governed by, and all terms and conditions as stated in the Agreement, remain in effect.

| Qty | Part # | SunGard Licensed Program | License Fees | Annual Application Support Fees | Annual Application Support Type |
|-----|---------------------|--|-----------------|---------------------------------|---------------------------------|
| | | <i>OSSI Computer Aided Dispatch</i> | | | |
| | | <i>Computer Aided Dispatch</i> | | | |
| 1 | CAD-T3 | BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3 | \$ 69,550.00 | \$ 12,519.00 | 7x24 |
| | | FIRST CAD MAP DISPLAY AND MAP MAINTENANCE | | | |
| 1 | CAD-MAP-T3 | SOFTWARE LICENSE | 5,500.00 | 990.00 | 7x24 |
| 3 | CAD-MAPD-T3 | ADDITIONAL CAD MAP DISPLAY LICENSE | 6,000.00 | 1,080.00 | 7x24 |
| | | <i>Records Management System</i> | | | |
| 1 | RMS-BASE-75 | BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION | 108,500.00 | 17,360.00 | 5x8 |
| 1 | RMS-NTF-25 | NOTIFICATION MODULE - 25 WORKSTATION | 8,200.00 | 1,312.00 | 5x8 |
| 1 | RMS-ACCIDENT-50 | BASIC ACCIDENT MODULE - 50 WORKSTATION | 5,500.00 | 880.00 | 5x8 |
| 1 | RMS-P&E-5 | PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION | 5,500.00 | 880.00 | 5x8 |
| 1 | RMS-BAR-HOST-75 | BAR CODING SERVER LICENSE - 75 WORKSTATION | 8,500.00 | 1,360.00 | 5x8 |
| 1 | RMS-BAR-CLIENT | BAR CODING HAND-HELD CLIENT LICENSE (EACH) | 1,595.00 | 255.20 | 5x8 |
| | | RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION | | | |
| 1 | RMS-MAP-75 | | 15,000.00 | 2,400.00 | 5x8 |
| 1 | RMS-QTRMSTR-5 | QUARTERMASTER MODULE - 5 | 5,500.00 | 880.00 | 5x8 |
| 1 | RMS-FLMAINT-5 | FLEET MAINTENANCE MODULE - 5 WORKSTATION | 1,500.00 | 240.00 | 5x8 |
| 1 | RMS-TRAIN-5 | TRAINING MODULE - 5 WORKSTATION | 3,500.00 | 560.00 | 5x8 |
| 1 | RMS-WIZ-BASE | ACCIDENT WIZARD BASE SERVER LICENSE | 5,000.00 | 800.00 | 5x8 |
| 122 | RMS-WIZ-CLIENT | ACCIDENT WIZARD WORKSTATION LICENSE | 18,300.00 | 2,928.00 | 5x8 |
| 1 | RMS-CA | CRIME ANALYSIS MODULE | 12,500.00 | 2,000.00 | 5x8 |
| 1 | CAD-CAPLUS-T1 | CRIME ANALYSIS PLUS | 7,500.00 | 1,200.00 | 5x8 |
| 1 | RMS-PSD | PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE | 15,000.00 | 2,400.00 | 5x8 |
| 1 | RMS-GANG | GANG MODULE | 7,500.00 | 1,200.00 | 5x8 |
| 1 | RMS-SOFF | SEX OFFENDER MODULE | 15,000.00 | 2,400.00 | 5x8 |
| | | <i>Mobile Computing</i> | | | |
| 1 | MCT-SWI | STATE/NCIC MESSAGING SOFTWARE | 20,000.00 | 3,600.00 | 7x24 |
| 1 | MCT-BMS-T5 | BASE MOBILE SERVER SOFTWARE UP TO 150 WORKSTATIONS | 42,000.00 | 7,560.00 | 7x24 |
| | | REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS | | | |
| 1 | MCT-MFR-REV-T5 | | 35,000.00 | 5,600.00 | 5x8 |
| 5 | MCT-MIS | LAN CLIENT LICENSE FOR MESSAGE SWITCH | 1,500.00 | 270.00 | 7x24 |
| 122 | MCT-CLIENT | MCT CLIENT - DIGITAL DISPATCH | 121,390.00 | 19,422.40 | 5x8 |
| 122 | MCT-MAP | MCT CLIENT - MAPS | 24,400.00 | 3,904.00 | 5x8 |
| 122 | MCT-MFR-OFF | MFR CLIENT - BASE INCIDENT/OFFENSE | 121,390.00 | 19,422.40 | 5x8 |
| 122 | MCT-MFR-ACC | MFR CLIENT - ACCIDENT REPORTING | 61,000.00 | 9,760.00 | 5x8 |
| 122 | MCT-MFR-ARREST | MFR CLIENT - ARREST | 36,600.00 | 5,856.00 | 5x8 |
| 122 | MCT-MFR-ARREST | MFR CLIENT - CITATION | 61,000.00 | 9,760.00 | 5x8 |
| 10 | MCT-MFR-MBLN-CLIENT | MFR CLIENT- MOBLAN VERSION | 5,000.00 | 800.00 | 5x8 |
| | | License Fee Sub Totals | \$ 854,425.00 | | |
| 1 | DISCOUNT | DISCOUNT | \$ (206,106.25) | | |
| 1 | DISCOUNT | DISCOUNT RMS-GANG, RMS-SOFF (Good Through 3-30-2007) | \$ (22,500.00) | | |
| | | SunGard Licensed Program Totals | \$ 625,818.75 | \$ 139,599.00 | |

Note: Mobiles applications do not include AVL hardware

| Qty. | Part # | SunGard Implementation Services | Training Fees | Installation Fees | Project Management/ Professional Services/ Project Planning | Conversion Fees |
|------|----------------------|---|---------------------|---------------------|---|---------------------|
| | | <i>CAD Implementation Services</i> | | | | |
| 1 | CAD-PROJ-MGNT | CAD PROJECT MANAGEMENT | | | \$ 20,000.00 | |
| 1 | CAD-PROJ-PLAN | PROJECT PLANNING FOR CAD | | | 2,500.00 | |
| 1 | CAD-PROF-SERV-AUD | CAD PROFESSIONAL SERVICES AUDIT | | | 3,000.00 | |
| 1 | CAD-PROF-SERV-GOLIVE | CAD PROFESSIONAL SERVICES GO-LIVE | | | 2,000.00 | |
| 1 | CAD-PROF-ADD | ADDITIONAL PROFESSIONAL SERVICES | | | 1,000.00 | |
| 1 | CAD-MAP-CONV | MAP BASED GEOFILE GENERATION | | | | \$ 30,000.00 |
| 1 | CAD-MAP-EDTRN | MAP EDITOR TRAINING | \$ 3,000.00 | | | |
| 1 | CAD-INST | BASE CAD SOFTWARE INSTALLATION | | \$ 3,000.00 | | |
| 1 | CAD-MNT-TRN | CAD MAINTENANCE TRAINING | 4,000.00 | | | |
| 2 | CAD-USR-TRN | CAD USER TRAINING | 8,000.00 | | | |
| | | <i>RMS Implementation Services</i> | | | | |
| 1 | RMS-PROJ-MGNT | PROJECT MANAGEMENT FOR RMS | | | 20,000.00 | |
| 1 | RMS-PROJ-PLAN | PROJECT PLANNING FOR RMS | | | 2,500.00 | |
| 1 | RMS-PROF-SERV-AUD | RMS PROFESSIONAL SERVICES AUDIT | | | 3,000.00 | |
| 1 | RMS-PROF-SERV-GOLIVE | RMS PROFESSIONAL SERVICES GO-LIVE | | | 2,000.00 | |
| 1 | RMS-INST | BASE RMS SOFTWARE INSTALLATION CHARGES | | 2,500.00 | | |
| 1 | RMS-MNT-TRN | RMS MAINTENANCE TRAINING | 3,000.00 | | | |
| 6 | RMS-USR-TRN | RMS USER TRAINING | 24,000.00 | | | |
| 8 | RMS-PROF-ADD | ADDITIONAL PROFESSIONAL SERVICES | | | 8,000.00 | |
| | | <i>MCT Implementation Services</i> | | | | |
| 1 | MCT-PROJ-MGNT | PROJECT MANAGEMENT SERVICES | | | 20,000.00 | |
| 1 | MCT-PROJ-PLAN | PROJECT PLANNING FOR MOBILE | | | 2,500.00 | |
| 1 | MCT-SWI-INST | INSTALLATION OF BASE MESSAGE SWITCH | | 6,000.00 | | |
| 1 | MCT-BMS-INST | INSTALLATION OF BASE MOBILE SERVER SOFTWARE | | 6,000.00 | | |
| 1 | MCT-CLIENT-INST | INSTALLATION OF DIGITAL DISPATCHING CLIENT | | 1,500.00 | | |
| 1 | MCT-MNT-TRN | MCT MAINTENANCE TRAINING | 1,000.00 | | | |
| 12 | MCT-USR-TRN | MCT USER TRAINING | 6,000.00 | | | |
| 1 | MFR-MNT-TRN | MOBILE FIELD REPORTING MAINTENANCE TRAINING | 1,000.00 | | | |
| 12 | MFR-USR-TRN | MOBILE FIELD REPORTING USER TRAINING | 24,000.00 | | | |
| | | SunGard Implementation Services Totals | \$ 74,000.00 | \$ 19,000.00 | \$ 86,500.00 | \$ 30,000.00 |

| Qty. | Part # | Pay Agency Products - Hardware and Systems Software | Hardware & System Software Fee | Services | Initial Annual Maintenance |
|------|----------------------|---|--------------------------------|---------------------|----------------------------|
| | | <i>CAD Application Server</i> | | | |
| 1 | HWR-STRA-4300-RCK | Fault Tolerant Server (High-Volume Rack Mount) | \$ 33,016.52 | | |
| 1 | HWR-STRA-4300MTC-1YR | Stratus Assured Availability Plus - ftService Annual Maintenance ¹ | | | \$ 9,655.17 |
| 1 | THP-MS-WIN2003EINC | Windows Server 2003 Enterprise Edition (Stratus) | 0.00 | | |
| 1 | TCH-INSTALL-FT4300 | Implementation Services for Stratus ftServer | | \$ 5,795.00 | |
| 1 | TCH-INSTALL-SERV | Implementation Services for Application Server | | 1,200.00 | |
| | | <i>RMS Application Server</i> | | | |
| 1 | TCH-INSTALL-SERV | Implementation Services for Application Server | | 1,200.00 | |
| | | <i>Message Switch Application Server</i> | | | |
| 1 | TCH-INSTALL-SWSERV | Implementation Services for Message Switch Application Server | | 1,200.00 | |
| | | <i>Server Rack</i> | | | |
| 1 | TCH-INSTALL-RACK | Implementation Services for Server Rack | | 1,200.00 | |
| | | <i>Call Taker / Dispatch Workstation</i> | | | |
| 5 | HWR-MATROX-P650PCle | Matrox P650 PCIe 128 Video Card | 1,213.85 | | |
| 5 | TCH-INSTALL-WKSTN | Implementation Services for Application Workstation | | 500.00 | |
| | | <i>OSSI Services Workstation</i> | | | |
| 1 | THP-SYM-PCA | pcAnywhere 11.5 | 195.56 | | |
| 1 | TCH-INSTALL-WKSTN | Implementation Services for Application Workstation | | 100.00 | |
| | | <i>Property and Evidence Bar Coding Hardware</i> | | | |
| 1 | HWR-P&E-HWRKIT | P&E Bar-Coding Kit | 1,992.07 | | |
| 1 | TCH-INSTALL-P&E | Implementation Services for Bar Coding Hardware | | 600.00 | |
| | | <i>Centralized Time Source</i> | | | |
| 1 | HWR-SPCTM-GPS931 | Spectracom Centralized Time Solution | 6,183.53 | | |
| 1 | HWR-SPCTM-PTENSE | Spectracom Presentense Time Synch Software | 1,185.88 | | |
| 1 | TCH-INSTALL-NTCLK | Implementation Services for Spectracom NetClock Hardware | | 1,200.00 | |
| | | <i>Third Party Hardware, Software and Services</i> | | | |
| 3 | TCH-INSTALL-ONSITE | On-Site Installation for Application Servers | | 3,600.00 | |
| | | Pay Agency Products - Hardware and Systems Software Totals | \$ 43,787.41 | \$ 16,595.00 | \$ 9,655.17 |

¹Governed by the Stratus Assured Availability Plus service agreement between Customer and Stratus Technologies.
Actual shipping charges for Pay Agency Products are due upon delivery.

| Payment Schedule* | Total Contract | Due Upon Contract Execution | Due 30 Days following Effective Date | Due 45 Days following Effective Date | Due 60 days following the Effective Date | Due 90 days following the Effective Date | Due 120 days following the Effective Date | Due 180 days following the Effective Date | Due 270 days following the Effective Date | Due 360 days following the Effective Date | Due as Otherwise Noted |
|--|----------------|-----------------------------|--------------------------------------|--------------------------------------|--|--|---|---|---|---|------------------------|
| License Fees | \$ 625,818.75 | \$ 344,200.32 | | \$ 93,872.81 | | \$ 93,872.81 | \$ 93,872.81 | | | | |
| Services Fees | 209,500.00 | | \$ 20,950.00 | | | | | \$ 20,950.00 | \$ 52,375.00 | \$ 115,225.00 | |
| Pay Agency Products Fees and Services | 60,382.41 | | | | \$ 60,382.41 | | | | | | |
| Pay Agency Products Initial Annual Maintenance | 9,655.17 | | | | 9,655.17 | | | | | | |
| Grand Total | \$ 905,356.33 | \$ 344,200.32 | \$ 20,950.00 | \$ 93,872.81 | \$ 70,037.58 | \$ 93,872.81 | \$ 93,872.81 | \$ 20,950.00 | \$ 52,375.00 | \$ 115,225.00 | |
| Annual Support (Year 2) | \$ 139,599.00 | | | | | | | | | | \$ 139,599.00 |

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT A, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

***Payments:**

THE AMOUNTS DUE ABOVE SHALL BE PAYABLE AS FOLLOWS:

License Fees: 55% upon the Effective Date;
 An additional 15% 45 days following the Effective Date;
 An additional 15% 90 days following the Effective Date; and
 The remaining 15% 120 days following the Effective Date;

Services Fees: SunGard's services fee amount of \$209,500 will be due as follows:
 10% of such services fees amount 30 days following the Effective Date;
 An additional 10% of such services fees amount 180 days following the Effective Date;
 An additional 25% of such services fees amount 270 days following the Effective Date; and
 The remaining 55% of such services fees amount 360 days following the Effective Date.

Annual Support Fees: For the SunGard Licensed Programs and the SunGard-generated modifications specified in the tables above, the term of Support (a period of thirteen months following the Delivery Date) is included in the license fees. The initial term of support commences on the Delivery Date of the Licensed Programs. Each subsequent period of support will be in one (1) year increments. The second Support term will commence on the anniversary of the initial Support term. Support fees for the second term and each subsequent year term of Support shall be due prior to the start of that term. Rates for each year of Support subsequent to the second year are subject to change as otherwise provided for hereinbelow and in the Licensed Programs Support Agreement.

Pay Agency Products Fees and Services: 100% 60 days following the Effective Date.

Pay Agency Products Initial Annual Maintenance: Initial Annual Maintenance or Fee is payable 60 days following the Effective Date. Support fees for subsequent terms shall be invoiced by and paid directly to the Vendor.

Travel and Living Expenses: Reasonable travel and living expenses, subject to the limitations provided for in the Agreement, are in addition to the fees provided for in this Exhibit A and will be invoiced as incurred. Customer will also reimburse SunGard for the reasonable and actually shipping and handling costs that SunGard incurs in shipping the Pay Agency Products to Customer's facilities.

Optional Products

Notwithstanding anything to the contrary which may be provided, for a period to expire twelve (12) months from the full execution of this Exhibit A to the Agreement, Customer has the option to purchase the optional products listed on Attachment 3 under the terms contained herein. In the event that Customer elects to exercise this option, Customer will execute a separate Add-On Quote provided by SunGard reflecting those optional products Customer is electing to purchase.

Software Escrow Fees: The amounts provided for in this Exhibit A are exclusive of the annual software escrow charges that Customer must pay directly to Iron Mountain in order to be named as an escrow beneficiary of the Source Code for the SunGard Licensed Programs pursuant to the Source Code escrow agreement (and specifically, in the "Preferred Beneficiary Acceptance Form" thereof) included as Exhibit C of the Agreement. The first year fee of \$750 is payable to SunGard and is due by not later than 30 days after the Effective Date, and thereafter, applicable annual fee amounts will be billed by Iron Mountain (such amounts which will be due at the beginning of the applicable annual period in each instance), and should be remitted by Customer directly to Iron Mountain.

Support

SunGard will provide the Customer with Support Services under the terms of the Licensed Programs Support Agreement. The initial term of the Support Services shall commence on the Delivery Date and extend for an initial thirteen (13) month term. Subsequent terms of support will be for twelve (12) month periods each (each a "Contract Year," with the first Contract Year renewal to occur on the first anniversary of the Effective Date), as otherwise provided for in the Licensed Programs Support Agreement. Provided that the parties continue to renew the Licensed Programs Support Agreement on a continuous Contract Year-to-Contract Year basis, without interruption, the fees for Support for the Licensed Programs specified in this Exhibit A for each of the first five (5) renewal Contract Years will be an amount not to increase over the Support fee for the immediately preceding Contract Year by more than five percent (5%). Thereafter, such fees will be subject to annual increase in accordance with SunGard's then-current practices. Support fees for each Contract Year are payable in advance, and are due on the first day of the Contract Year for which such fee amounts are being remitted.

Scheduled Resource Changes

Customer acknowledges that SunGard uses diligent efforts to schedule training and project management sessions sufficiently in advance to make effective use of SunGard's personnel and to obtain favorable prices for travel and living. Accordingly, the following cancellation charges apply to training and on-site project management sessions canceled at the request of Customer: Absent an event *force majeure*, cancellation within seven (7) days of start date, Customer pays fifty percent (50%) of the total price for the training or on-site project management; cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management; and in addition to the foregoing, Customer shall be obligated to reimburse SunGard for any non-refundable expenses incurred by SunGard for travel expenses.

Preprinted Terms and Conditions

Preprinted conditions and all other terms not included in this Exhibit A or otherwise in the Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement and any amendments thereto, shall control unless expressly accepted in writing by SunGard to Customer.

Attachments

The following Attachments are hereby made a part of this Exhibit A:

Attachment 1 – Licensed Program, Services, Pay Agency Products Hardware and Systems Software, and Pay Agency Products Third Party Software Descriptions

Attachment 2 – General Project Conditions

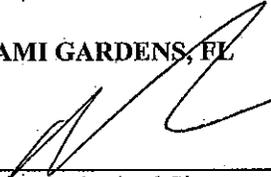
Attachment 3 – Optional Products

Attachment 4 – Projected Application Support Fees

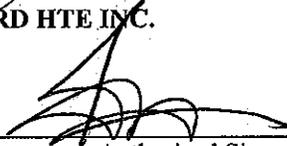
The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by March 30, 2007.

CITY OF MIAMI GARDENS, FL

SUNGARD HTE INC.



Authorized Signature



Authorized Signature

Grant Harbin

Vice President of Professional Service, SunGard HTE Inc.

Danny O. Crew, City Manager

Print Name & Title

Print Name & Title

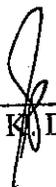
3/6/07

Date

March 14, 2007

Date

Approved as to form and legal sufficiency



Sonja K. Dickens, City Attorney

ATTACHMENT 1 TO EXHIBIT A

LICENSED PROGRAM, SERVICE AND PAY AGENCY PRODUCTS HARDWARE/SOFTWARE DESCRIPTIONS

Part Number: CAD-T3

Description: BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3

Long Description: Computer Aided Dispatch Includes:

- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Functions
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems
- Four (4) Call Taker/Dispatcher Console Licenses

Part Number: CAD-MAP

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE

Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:

- Pin Mapping of Calls for Service Data
- Map Editing and Maintenance software (training not included)
- Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD

Description: ADDITIONAL CAD MAP DISPLAY LICENSE

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with SunGard's CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: CAD-PROJ-PLAN

Description: PROJECT PLANNING FOR CAD

Long Description: The project planning includes professional services from SunGard for the development of a project plan. A SunGard project manager who is assigned to this account will do this in conjunction with the Customer's project manager. The planning includes the preparation and development of a written implementation plan as well as an on-site planning session.

Part Number: CAD-PROF-SERV-AUD

Description: CAD PROFESSIONAL SERVICES AUDIT

Long Description: Three (3) days to review Customer's data at SunGard's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Part Number: CAD-PROF-SERV-GOLIVE

Description: CAD PROFESSIONAL SERVICES GO-LIVE

Long Description: One (1) SunGard professional to be on-site for up to two days when the base CAD System goes live as determined by the project plan.

Part Number: CAD-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES

Long Description: Services provided by SunGard product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: This service includes:

" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard will assemble the ortho tiles and create a reference database file that will be used by the SunGard product line. SunGard will install the ortho's on the clients CAD Server. Accepted ortho files formates are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard.

" SunGard will perform three (3) detailed reviews of the customer's centerline data at SunGard's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes

- " SunGard supports converting ESRI E00, ESRI Shape or MapInfo source data. This service assumes the customer provides SunGard all required GIS layers and associated data elements (attribute data) and that SunGard is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard would need to first evaluate the customer's GIS data.
- " All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard shall not assume any liability for any and all errors associated with the converted GIS resources.
- " The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.
- " The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.
- " The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

NOTICE OF SUNGARD'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:

SunGard's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard with the resources and data defined in SunGard's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.

The Customer shall provide SunGard with a centerline file that contains the following:

- Block ranges (address ranges are required)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes, street type, etc.

Part Number: CAD-MAP-EDTRN

Description: MAP EDITOR TRAINING

Long Description: SunGard will provide up to three (3) days of training at SunGard's office in High Point, NC. The training will include the updating and maintenance of the Customer GIS data, creation of polygons and map editor. The Customer is responsible for travel and living expenses for their personnel to attend this training. This training is for customers who will be using SunGard's Map Editor as the primary application for maintaining maps.

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: The CAD installation includes the installation of SunGard's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard's application software. SunGard prefers the CAD server(s) to be shipped to SunGard's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard can provide an optional quote to provide the above listed services.

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 4 days.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 4 days.

Part Number: RMS-BASE-75

Description: BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION

Long Description: SunGard's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module
- Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
- Case Management Module

Daily Bulletin
Employee Demographics Module
Off Duty Employment Tracking Module
Standard Traffic Citation Module
Standard Traffic Warning Module
Miscellaneous Cash Receipts Module
State Specific IBR or UCR Reporting Module
Field Contact Module

Part Number: RMS-NTF-25

Description: NOTIFICATION MODULE - 25 WORKSTATION

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or a entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-ACCIDENT-50

Description: BASIC ACCIDENT MODULE - 50 WORKSTATION

Long Description: The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing.

Part Number: RMS-P&E-5

Description: PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION

Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware is not included.

Part Number: RMS-BAR HOST-75

Description: BAR CODING SERVER LICENSE - 75 WORKSTATION

Long Description: Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

Part Number: RMS-BAR-CLIENT

Description: BAR CODING HAND-HELD CLIENT LICENSE (BACH)

Long Description: SunGard's Bar-coding Client Software allows for the following business functions:
Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions.
License is per workstation.

Part Number: RMS-MAP-75

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION

Long Description: Provides the ability to pin map locations from SunGard's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-QTRMSTR-5

Description: QUARTERMASTER MODULE - 5

Long Description: The Quartermaster module facilitates tracking inventory maintenance for agency definable property items issued by the agency. The module has both an inventory maintenance component and an ordering user interface allowing individual officers to request specific equipment needs. Inventory items may include disposable (or issue- once items) such as t-shirts and other clothing items or returnable serialized property items such as weapons, bullet proof vests, etc. The module utilizes bar code technology to facilitate the order filling process, generates reports on items at or below reorder point, tracks historical inventory issuance per item, and tracks preferred vendor information for each item.

Part Number: RMS-FLMAINT-5

Description: FLEET MAINTENANCE MODULE - 5 WORKSTATION

Long Description: This module is used to record and report on scheduled and sporadic maintenance done on the agency's vehicle fleet.

Part Number: RMS-TRAIN-5

Description: TRAINING MODULE - 5 WORKSTATION

Long Description: The Training Module records employees' training history within the agency including courses taken, earned certifications including re-certification tracking, and earned titles.

Part Number: RMS-WIZ-BASE

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-WIZ-CLIENT

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

Part Number: RMS-CA

Description: CRIME ANALYSIS MODULE

Long Description: The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: CAD-CAPLUS-T1
Description: CRIME ANALYSIS PLUS
Long Description: Crime Analysis module that combines data from both OSSI CAD and OSSI RMS.

Part Number: RMS-GANG
Description: GANG TRACKING MODULE
Long Description: The Gang Tracking Module collects names and information associated with the various gangs including members, associates, and locations. This module also has the capability to separately record gang activity and events.

Part Number: RMS-SOFF
Description: SEX OFFENDER MODULE
Long Description: This agency or state specific module allows for the registration and agency reports of sex offenders as defined by the local court. It allows for various classification levels and various re-registration rules.

Part Number: RMS-PSD
Description: PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE
Long Description: The Professional Standards (Internal Affairs) module (PSD) allows the Customer to track civilian and sworn individuals involved in professional standard investigations. The module allows categorization for all types of PSD investigations and provides specific data collection tools for Use of Force, Vehicle Pursuits, and Traffic Accidents involving departmental vehicles. The module provides a high level of security, including the encryption of key data within the Customer's relational database.

Part Number: RMS-PROJ-MGNT
Description: PROJECT MANAGEMENT FOR RMS
Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

Part Number: RMS-PROJ-PLAN
Description: PROJECT PLANNING FOR RMS
Long Description: Includes professional services for the development of a project plan. A SunGard project manager assigned to this account will do this in conjunction with the project manager for the Customer. This will include the preparation and development of a written implementation plan as well as an on-site planning session.

Part Number: RMS-PROF-SERV-AUD
Description: RMS PROFESSIONAL SERVICES AUDIT
Long Description: Three (3) days to review Customer's data at SunGard's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

Part Number: RMS-PROF-SERV-GOLIVE
Description: RMS PROFESSIONAL SERVICES GO-LIVE
Long Description: One (1) SunGard professional to be on-site for up to two days when the base RMS System goes live as determined by the project plan.

Part Number: RMS-INST
Description: BASE RMS SOFTWARE INSTALLATION CHARGES
Long Description: Includes the installation of SunGard's base RMS application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: RMS-MNT-TRN
Description: RMS MAINTENANCE TRAINING
Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables. Class duration = up to 3 days.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: RMS-USR-TRN
Description: RMS USER TRAINING
Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = 4 days.

SunGard recommends purchasing the companion computer-based training "RMS Basics" CD-ROM as a learning aid for each person attending RMS User training.

Part Number: RMS-PROF-ADD
Description: ADDITIONAL PROFESSIONAL SERVICES
Long Description: Services provided by SunGard product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

Part Number: MCT-SWI
Description: STATE/NCIC MESSAGING SOFTWARE
Long Description: The Message Switch software includes a query interface from the SunGard Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:
Workstation-to-Workstation messaging

State/NCIC query interface directly from the Data Entry window
Automatic State/NCIC query on license plates from CAD
Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: MCT-BMS-T5

Description: BASE MOBILE SERVER SOFTWARE UP TO 150 WORKSTATIONS

Long Description: Server license of SunGard's Mobile Server Software to support up to 150 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

Part Number: MCT-MFR-REV-T5

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 150 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-MIS

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH

Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard's Message Switch.

The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard's standard State/NCIC queries

Part Number: MCT-CLIENT

Description: MCT CLIENT - DIGITAL DISPATCH

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, perform local, State and NCIC queries, and receive search information and mugshots from RMS.

If the Customer is in a state that uses a mag-stripe system and wishes to utilize this functionality with MCT the customer may order the reader from MagTek. Please contact SunGard's OSSI Sales Engineer for specifications.

Part Number: MCT-MAP

Description: MCT CLIENT - MAPS

Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-MFR-OFF

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offence Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

Part Number: MCT-MFR-ACC

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard's crash wizard and Microsoft Visio.

Part Number: MCT-MFR-ARREST

Description: MFR CLIENT - ARREST

Long Description: The Arrest Module allows officers using SunGard's Mobile product to capture data for SunGard's standard Arrest Module in RMS.

In some states, this Module does reproduce the state form and can print in the car.

Part Number: MCT-MFR-CITATION

Description: MFR CLIENT - CITATION

Long Description: The Citation Module allows officers using SunGard's Mobile product to capture data from the written state citation form. In some states, this Module does reproduce the state form and can print in the car.

Part Number: MCT-MFR-MBLN-CLIENT

Description: MFR CLIENT- MOBLAN VERSION

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: MCT-PROJ-PLAN

Description: PROJECT PLANNING FOR MOBILE

Long Description: Includes professional services from SunGard for the development of a project plan. A SunGard project manager who is assigned to the account will do this in conjunction with the project manager for the Customer. This will include the preparation and development of a written implementation plan as well as an on-site planning session.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Installation and setup of SunGard's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications. Also includes the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-CLIENT-INST

Description: INSTALLATION OF DIGITAL DISPATCHING CLIENT

Long Description: Includes installation, configuration and testing of SunGard's Digital Dispatch Client on up to five (5) of the Customer's mobile computers. SunGard will instruct the Customer's System Administrator and two other persons on the installation process.

Part Number: MCT-MNT-TRN

Description: MCT MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include set-up of MCT on the server and on laptops and selection of system settings. Class duration = up to 1 day.

Part Number: MCT-USR-TRN

Description: MCT USER TRAINING

Long Description: Training for end-users (10 people max.) on base MCT. Topics include viewing and updating unit status information, searching, and messaging. Does not include training on MFR. Class duration = up to 4 hours.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 1 day.

Part Number: MFR-USR-TRN

Description: MOBILE FIELD REPORTING USER TRAINING

Long Description: Training for end-users (10 people max.) on base MFR. Topics include report submission and searching. Does not include training on MCT or crash wizard. Class duration = up to 2 days.

Part Number: HWR-STRA-4300-RCK

Description: Fault Tolerant Server (High-Volume Rack Mount)

Long Description: Stratus ftServer 4300

- 2-way DMR Intel® Xeon™ 3.2 GHz CPU w/1MB iL2 Cache
- Redundant Power Supply
- 4GB Redundant Memory
- (2) 74GB 10K RPM SATA Disk Drive (Mirrored OS)
- (2) 160GB 7200 RPM SATA Disk Drive (Mirrored Data)
- (2) 160GB 7200 RPM SATA Disk Drive (Mirrored Storage)
- (2) ftServer Dual-Port 10/100/1000 Base-T Ethernet PCI Adapter
- Fault-Tolerant ASN Attach Kit
- 3.5" 1.44 MB USB Floppy Drive
- 24X IDE CD-ROM Drive
- USB Keyboard and Serial Mouse
- ftServer Power Cable Pair 120 VAC/15 A Plug Type NEMA 5-15

Part Number: HWR-STRA-4300MTC-1YR

Description: Stratus Assured Availability Plus - ftService Annual Maintenance

Long Description: The Assured Availability Plus ftService includes 24x7 Support of both hardware components and the Windows 2003 Operating System. This is a 1 Year support agreement that is renewed every year.

Part Number: THP-MS-WIN2003EINC

Description: Windows Server 2003 Enterprise Edition (Stratus)

Long Description: Windows Server 2003 Enterprise Edition is included in the purchase of a Stratus ftServer 3300. This also includes 25 Windows Server 2003 CALs.

Part Number: TCH-INSTALL-FT4300

Description: Implementation Services for Stratus ftServer

Long Description: ftServer JumpStart Installation and Rack Mounting for the Stratus ftServer 4300 at the Customer site. Includes the Stratus Active Upgrade technology.

Part Number: TCH-INSTALL-SERV

Description: Implementation Services for Application Server

Long Description: SunGard's Implementation Services include:

- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software*
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard's offices in High Point, NC. SunGard will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

*SQL Software not included.

Part Number: TCH-INSTALL-SERV

Description: Implementation Services for Application Server

Long Description: SunGard's Implementation Services include:

- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System*
- Installation and configuration of Microsoft SQL Server database software*
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard's offices in High Point, NC. SunGard will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

*Microsoft Windows and SQL software not included.

Part Number: TCH-INSTALL-SWSERV

Description: Implementation Services for Message Switch Application Server

Long Description: SunGard's Implementation Services include:

- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software (If required)*
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard's offices in High Point, NC. SunGard will install and configure all software as listed in the contract agreement on the Application Server. The server will then be shipped to the Customer's site for final implementation per the contract.

The Customer is responsible for all of the associated costs from the State to connect to and communicate with State/NCIC network. This may include the following additional costs:

- Dedicated Line
- DSU to State
- Associated Installation Charges
- Monthly Charges
- Surcharges by State
- Connectivity Software

*Microsoft Windows and SQL software not included.

Part Number: TCH-INSTALL-RACK

Description: Implementation Services for Server Rack

Long Description: Installation and configuration of Server Rack, UPS and associated servers.

Part Number: HWR-MATROX-P650PCIe

Description: Matrox P650 PCIe 128 Video Card

Long Description: Matrox P650 Dual-Monitor Video Card to be used for CAD Workstations with 2 digital or analog monitors. Requires an available PCI Express expansion slot. Compatible with Full High configurations only.

Part Number: TCH-INSTALL-WKSTN

Description: Implementation Services for Application Workstation

Long Description: Services for setup and configuration of a single SunGard application workstation. This includes unpacking, staging and network configuration of the workstation. For the CAD workstation, the installation of the Matrox video card is included. These services do not include Travel and Living.

Part Number: THP-SYM-PCA

Description: pcAnywhere 11.5

Long Description: pcAnywhere is required for remote support and assistance using the SunGard secure VPN connection.

Part Number: TCH-INSTALL-WKSTN

Description: Implementation Services for Application Workstation

Long Description: Services for setup and configuration of a single SunGard application workstation. This includes unpacking, staging and network configuration of the workstation. For the CAD workstation, the installation of the Matrox video card is included. These services do not include Travel and Living.

* Microsoft Visual FoxPro not included.

Part Number: HWR-P&E-HWRKIT
Description: P&E Bar-Coding Kit
Long Description: (2) Symbol SPT1550 Palm Pilot Hand Held Scanning Devices
(2) Symbol CRD-1500-100S Palm Device Cradle
(2) Symbol LS-2208 Handheld USB Wedge Scanner
(1) Sato Model CX400TT Thermal Transfer Label Printers with Paper
(1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

Part Number: TCH-INSTALL-P&E
Description: Implementation Services for Bar Coding Hardware
Long Description: Installation and configuration of the SunGard Bar Coding Hardware.

Part Number: HWR-SPCTM-GPS931
Description: Spectracom Centralized Time Solution
Long Description: Spectracom GPS Command Center Package GP931
- NetClock/GPS Master Clock 9283
- GPS Antenna 8225
- Antenna Surge Protector 8226
- Cable to Antenna 100' CAL7100
- TimeView 400 Display Clock 8177
- 2 TimeTaps 8179T
- 100' RS-485 Station Cable CW04100

Part Number: HWR-SPCTM-PTENSE
Description: Spectracom Presentense Time Synch Software
Long Description: Windows Network Time Management Software. Upgrades and enhances the W32Time Service for Windows 2003/2000/XP PC's. Package includes: Presentense Server, Unlimited Presentense Clients and LAN Time Analyzers for one LAN.

Part Number: TCH-INSTALL-NTCLK
Description: Implementation Services for Spectracom NetClock Hardware
Long Description: Services for installation and configuration of the Spectracom NetClock System. The NetClock hardware will be shipped to SunGard for initial configuration and then shipped to the Customer for onsite installation. Onsite installation includes administrator training on how to manage the system.

The installation of the NetClock antenna, TimeView Display Clock and cabling are the responsibility of the Customer and are not included in these services.

Part Number: TCH-INSTALL-ONSITE
Description: On-Site Installation for Application Servers
Long Description: The SunGard Onsite Implementation Services include:
- Final OSSI software application configurations
- Final third party application configurations
- Configuration of hardware on the customers network and domain
- SA Review and training to cover all hardware and software configurations.

This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.

ATTACHMENT 2 TO EXHIBIT A

GENERAL PROJECT CONDITIONS

| |
|---|
| General Project Conditions - Applies to Entire Project |
|---|

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network.
- Item 3:** SunGard always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
 - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
 - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
 - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard with accurate ALI interface data formats from their E911 Vendor.
- Item 8:** For Customers that are acquiring SunGard's Message Switch, the Customer is responsible for all of the associated costs from the State to connect to and communicate with State/NCIC network. This may include the following additional costs:
- i. Dedicated Line
 - ii. DSU to State
 - iii. Associated Installation Charges
 - iv. Monthly Charges
 - v. Surcharges by State
 - vi. etc.

- Item 9:** The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard recommends the use of an enterprise level Master UPS and external generator for full power backup.
- Item 10:** SunGard software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard.
- Item 11:** This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard reserves the right to adjust this proposal to reflect those changes.
- Item 12:** All Hardware and System Software maintenance (i.e. Operating System, Data Backup Software, Antivirus Software, etc.) is the responsibility of the Customer. For any Hardware or System Software issues, ONLY the manufacturer's warranty applies. In the case of a Hardware or System Software issue, the product's manufacturer would be the primary source of support. SunGard can assist in determining if the problem occurrence is due to Hardware, System Software or SunGard Application Software. If the issue is found to be related to SunGard's Application Software, support would fall under the SunGard contracted support agreement. If the issue is found to be caused by Hardware or System Software, support would fall outside of the SunGard contracted support agreement and standard hourly rates would apply.
- Item 13:** The Customer will be billed all travel and living expenses and per diem expenses per the terms of the Agreement.

ATTACHMENT 3 TO EXHIBIT A

OPTIONAL PRODUCTS

| Qty | Part # | Optional Products | License Fees | Annual Application Support Fees | Annual Application Support Type | Initial Annual Subscription Fee |
|-----|------------------|---|--------------|---------------------------------|---------------------------------|---------------------------------|
| 1 | CAD-PG-T3 | ALPHA NUMERIC PAGING MODULE | \$ 5,500.00 | \$ 990.00 | 7x24 | |
| 1 | CAD-INT-PG-T3 | SUNGARD OSSI'S INTERFACE TO PAGEGATE | 1,000.00 | 180.00 | 7x24 | |
| 1 | MCT-MFR-CANINE | MFR CLIENT - CANINE | 300.00 | 48.00 | 5x8 | |
| 1 | MCT-MFR-RACEPROF | MFR CLIENT - RACIAL PROFILING | 200.00 | 32.00 | 5x8 | |
| 1 | RMS-CRST-75 | CRIME STOPPERS MANAGEMENT MODULE - 75 WORKSTATION | 10,500.00 | 1,680.00 | 5x8 | |
| 1 | RMS-BIKE-75 | BIKE REGISTRATION MODULE - 75 WORKSTATION | 6,000.00 | 960.00 | 5x8 | |
| 1 | RMS-POP-75 | PROBLEM ORIENTED POLICING MODULE - 75 WORKSTATION | 10,500.00 | 1,680.00 | 5x8 | |
| 1 | RMS-RPRF | RACIAL PROFILING MODULE | 5,000.00 | 800.00 | 5x8 | |
| 1 | INT-P2C-T3 | POLICE 2 CITIZEN | 12,500.00 | 2,000.00 | 5x8 | |
| 1 | INT-P2P-OSSI | ANNUAL FEE P2P-OSSI (151-200 Sworn Officers) | | | | \$ 14,000.00 |

Part Number: CAD-PG

Description: ALPHA NUMERIC PAGING MODULE

Long Description: The Alpha-Numeric Paging Module is designed to automatically send a alphanumeric page to responding units upon dispatch. In addition, the paging module supports the ability to send individual personalized messages to specific pagers directly from within CAD. The Paging Module requires all pagers being used to utilize the same paging service provider (Arch Paging, Verizon, etc). The provider must support the TAPI protocol.

For speed efficiency, SunGard recommends that Group paging be setup with a paging services provider that supports group paging. For example, a volunteer fire station will need to have a single group Pager Identifier Number (PIN) set up that will alert all firefighters for that specific station. Without Group paging the Paging Module would have to process each individual firefighters pager which could result in slow notification of all personnel. The Customer is required to provide a dedicated phone line and external modem for use by the Paging Module only. The Customer is also responsible for all items such as pagers, paging service fees, installation charges, required network, etc.

For more dynamic paging solutions, SunGard offers an interface between the Alphanumeric Paging Module and NotePage's PageGate software. This interface will provide solutions that include:

- " Custom group paging
- " Combinations of multiple paging service providers
- " Support for multiple paging protocols that includes internet paging (SNPP & SMTP)
- " Modem banking

Part Number: CAD-INT-PG

Description: SUNGARD 'S INTERFACE TO PAGEGATE

Long Description: SunGard 's interface to NotePage, Inc., PageGate software allows the CAD Paging Module to interface with the PageGate third party product. PageGate allows multiple paging service providers. This does not include the license fees (PageGate & ASCII Command Line interface) for the PageGate software.

Part Number: MCT-MFR-CANINE

Description: MFR CLIENT - CANINE

Long Description: Canine Module in Mobile Field Reporting.

Part Number: MCT-MFR-RACEPROF

Description: MFR CLIENT - RACIAL PROFILING

Long Description: The Racial Profile module has been developed for both MFR and RMS applications and allows officers to document required traffic stop information from their mobile computers, MobLAN or RMS. Agencies may use any or all of these methods to record traffic stop data. Each agency's form for racial profile data collection may vary and must be approved by Product Management.

Part Number: RMS-CRST-75

Description: CRIME STOPPERS MANAGEMENT MODULE - 75 WORKSTATION

Long Description: This module gives the ability to track narrative tip information as well as associate an unlimited number of master name records, and related vehicles, associated with the tip. The module interacts with SunGard 's standard involvement subsystem for names entered as a related name to the Crime Stoppers record.

The module also provides the following:

- Ability to track payments made to Crime Stopper informants and track the number of cases that were cleared from a specific tip, including a breakdown of the number of felony and misdemeanor arrests made from the tip.
- Ability to track which agency/unit the tip has been referred to for follow up.
- Ability to generate seven summary reports based upon Crime Stoppers data such as: Crime Stoppers Monthly Report, Crime Stoppers Referral Listing, Summary by Nature of Call, etc.

Part Number: RMS-BIKE-75

Description: BIKE REGISTRATION MODULE - 75 WORKSTATION

Long Description: This module tracks the registration of bicycles with the agency. This module tracks owner, the physical description of the bike, agency issued registration number, serial number and OAN and other relative information.

Part Number: RMS-POP-75

Description: PROBLEM ORIENTED POLICING MODULE - 75 WORKSTATION

Long Description: The Problem Oriented Policing Module is a knowledge based application which gives an agency the ability to collect and record data relating to Problem Oriented Policing activities. The types of activities to be recorded are varied but generally include directed patrols and service requests from citizens. This module provides the ability to record the name of the citizen requesting action, the location of the activity, a description of the activity, the officer assigned to follow up on the request/assignment and actions taken by the officer. The module also provides search capabilities and the generation of follow up letters and/or emails to the requesting citizen.

Part Number: RMS-RPRF

Description: RACIAL PROFILING MODULE

Long Description: The Racial Profile module allows officers to document required traffic stop information. Each agency's form for racial profile data collection may vary and must be approved by Product Management.

Part Number: INT-P2C

Description: Police 2 Citizen

Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

Part Number: INT-P2P-OSSI

Description: ANNUAL FEE P2P - OSSI

Long Description: Annual Subscription Fee -- SunGard's Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their Records Management System while maintaining complete control over their own RMS. Currently, this functionality includes: Base Name Query Base Incident Query Base Pawn Query Base Vehicle Query Base Property Query Mugshots with Line-ups Basic first-level involvements plus detail page views of many involvements. Each Site must provide the following: Each site must have a firewall that is approved by SunGard. Each site must have a constant Internet connection to a Windows 2000 Workstation or Server (minimum 256kbps Bandwidth), not a dial-up to host their data. Each site must provide PCAnywhere access to the desktop of the server above for SunGard to support via the Internet. The provision of P2P is subject to a separate P2P Data Access Agreement that must be executed before commencement of the service. Note: When you host RMS data on the P2P network there may be an impact on your current Microsoft SQL License associated with your RMS system application. Prior to the implementation of P2P, a review will take place with your IT staff and the SunGard technical staff to determine any required upgrade to your Microsoft SQL License.

ATTACHMENT 4 TO EXHIBIT A

PROJECTED* APPLICATION SUPPORT FEES

| Qty | Part # | SunGard Licensed Program | Projected 3rd Year Application Support Fees | Projected 4th Year Application Support Fees | Projected 5th Year Application Support Fees | Annual Application Support Type |
|-----|---------------------|--|---|---|---|---------------------------------|
| | | <i>OSSI Computer Aided Dispatch</i> | | | | |
| | | <i>Computer Aided Dispatch</i> | | | | |
| 1 | CAD-T3 | BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3 | \$ 12,894.57 | \$ 13,281.41 | \$ 13,679.85 | 7x24 |
| 1 | CAD-MAP-T3 | FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE | 1,019.70 | 1,050.29 | 1,081.80 | 7x24 |
| 3 | CAD-MAPD-T3 | ADDITIONAL CAD MAP DISPLAY LICENSE | 1,112.40 | 1,145.77 | 1,180.15 | 7x24 |
| | | <i>Records Management System</i> | | | | |
| 1 | RMS-BASE-75 | BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION | 17,880.80 | 18,417.22 | 18,969.74 | 5x8 |
| 1 | RMS-NTF-25 | NOTIFICATION MODULE - 25 WORKSTATION | 1,351.36 | 1,391.90 | 1,433.66 | 5x8 |
| 1 | RMS-ACCIDENT-50 | BASIC ACCIDENT MODULE - 50 WORKSTATION | 906.40 | 933.59 | 961.60 | 5x8 |
| 1 | RMS-P&E-5 | PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION | 906.40 | 933.59 | 961.60 | 5x8 |
| 1 | RMS-BAR-HOST-75 | BAR CODING SERVER LICENSE - 75 WORKSTATION | 1,400.80 | 1,442.82 | 1,486.11 | 5x8 |
| 1 | RMS-BAR-CLIENT | BAR CODING HAND-HELD CLIENT LICENSE (EACH) | 262.86 | 270.74 | 278.86 | 5x8 |
| 1 | RMS-MAP-75 | RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION | 2,472.00 | 2,546.16 | 2,622.54 | 5x8 |
| 1 | RMS-QTRMSTR-5 | QUARTERMASTER MODULE - 5 | 906.40 | 933.59 | 961.60 | 5x8 |
| 1 | RMS-FLMAINT-5 | FLEET MAINTENANCE MODULE - 5 WORKSTATION | 247.20 | 254.62 | 262.25 | 5x8 |
| 1 | RMS-TRAIN-5 | TRAINING MODULE - 5 WORKSTATION | 576.80 | 594.10 | 611.93 | 5x8 |
| 1 | RMS-WIZ-BASE | ACCIDENT WIZARD BASE SERVER LICENSE | 824.00 | 848.72 | 874.18 | 5x8 |
| 122 | RMS-WIZ-CLIENT | ACCIDENT WIZARD WORKSTATION LICENSE | 3,015.84 | 3,106.32 | 3,199.50 | 5x8 |
| 1 | RMS-CA | CRIME ANALYSIS MODULE | 2,060.00 | 2,121.80 | 2,185.45 | 5x8 |
| 1 | CAD-CAPLUS-T1 | CRIME ANALYSIS PLUS | 1,236.00 | 1,273.08 | 1,311.27 | 5x8 |
| 1 | RMS-PSD | PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE | 2,472.00 | 2,546.16 | 2,622.54 | 5x8 |
| 1 | RMS-GANG | GANG MODULE | 1,236.00 | 1,273.08 | 1,311.27 | 5x8 |
| 1 | RMS-SOFF | SEX OFFENDER MODULE | 2,472.00 | 2,546.16 | 2,622.54 | 5x8 |
| | | <i>Mobile Computing</i> | | | | |
| 1 | MCT-SWI | STATE/NCIC MESSAGING SOFTWARE | 3,708.00 | 3,819.24 | 3,933.82 | 7x24 |
| 1 | MCT-BMS-T5 | BASE MOBILE SERVER SOFTWARE UP TO 150 WORKSTATIONS | 7,786.80 | 8,020.40 | 8,261.02 | 7x24 |
| 1 | MCT-MFR-REV-T5 | REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS | 5,768.00 | 5,941.04 | 6,119.27 | 5x8 |
| 5 | MCT-MIS | LAN CLIENT LICENSE FOR MESSAGE SWITCH | 278.10 | 286.44 | 295.04 | 7x24 |
| 122 | MCT-CLIENT | MCT CLIENT - DIGITAL DISPATCH | 20,005.07 | 20,605.22 | 21,223.38 | 5x8 |
| 122 | MCT-MAP | MCT CLIENT - MAPS | 4,021.12 | 4,141.75 | 4,266.01 | 5x8 |
| 122 | MCT-MFR-OFF | MFR CLIENT - BASE INCIDENT/OFFENSE | 20,005.07 | 20,605.22 | 21,223.38 | 5x8 |
| 122 | MCT-MFR-ACC | MFR CLIENT - ACCIDENT REPORTING | 10,052.80 | 10,354.38 | 10,665.02 | 5x8 |
| 122 | MCT-MFR-ARREST | MFR CLIENT - ARREST | 6,031.68 | 6,212.63 | 6,399.01 | 5x8 |
| 122 | MCT-MFR-ARREST | MFR CLIENT - CITATION | 10,052.80 | 10,354.38 | 10,665.02 | 5x8 |
| 10 | MCT-MFR-MBLN-CLIENT | MFR CLIENT- MOBLAN VERSION | 824.00 | 848.72 | 874.18 | 5x8 |
| | | Projected Application Support Fee Totals | \$ 143,786.97 | \$ 148,100.58 | \$ 152,543.60 | |

| Qty | Part # | Optional Products | Projected 3rd Year Application Support Fees | Projected 4th Year Application Support Fees | Projected 5th Year Application Support Fees | Annual Application Support Type |
|-----|------------------|---|---|---|---|---------------------------------|
| 1 | CAD-PG-T3 | ALPHA NUMERIC PAGING MODULE | \$ 1,019.70 | \$ 1,050.29 | \$ 1,081.80 | 7x24 |
| 1 | CAD-INT-PG-T3 | SUNGARD OSSI'S INTERFACE TO PAGEGATE | 185.40 | 190.96 | 196.69 | 7x24 |
| 1 | MCT-MFR-CANINE | MFR CLIENT - CANINE | 49.44 | 50.92 | 52.45 | 5x8 |
| 1 | MCT-MFR-RACEPROF | MFR CLIENT - RACIAL PROFILING | 32.96 | 33.95 | 34.97 | 5x8 |
| 1 | RMS-CRST-75 | CRIME STOPPERS MANAGEMENT MODULE - 75 WORKSTATION | 1,730.40 | 1,782.31 | 1,835.78 | 5x8 |
| 1 | RMS-BIKE-75 | BIKE REGISTRATION MODULE - 75 WORKSTATION | 988.80 | 1,018.46 | 1,049.02 | 5x8 |
| 1 | RMS-POP-75 | PROBLEM ORIENTED POLICING MODULE - 75 WORKSTATION | 1,730.40 | 1,782.31 | 1,835.78 | 5x8 |
| 1 | RMS-RPRF | RACIAL PROFILING MODULE | 824.00 | 848.72 | 874.18 | 5x8 |
| 1 | INT-P2C-T3 | POLICE 2 CITIZEN | \$ 2,060.00 | \$ 2,121.80 | \$ 2,185.45 | 5x8 |
| 1 | INT-P2P-OSSI | ANNUAL FBE P2P-OSSI (151-200 Sworn Officers) | n/a | n/a | n/a | |
| | | Projected Application Support Fee Totals | \$ 8,621.10 | \$ 8,879.73 | \$ 9,146.12 | |

*Projections based on 3% increase per year.

EXHIBIT B

SUNGARD HTE INC.
LICENSED PROGRAMS SUPPORT AGREEMENT

THIS LICENSED PROGRAMS SUPPORT AGREEMENT (this "Agreement") is entered into this 14 day of March, 2007, by and between the **City of Miami Gardens**, a political subdivision of the State of Florida, whose address is 1515 NW 167th Street, Bldg 7, Suite 403, Miami Gardens, FL 33169, (hereafter referred to as "Customer"), and **SunGard HTE Inc.**, having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746, (hereafter referred to as "SunGard").

WITNESSETH:

WHEREAS, SunGard and Customer entered into that certain Agreement dated of even date herewith (for purposes of this Agreement, the "License Agreement") under which Customer obtained a perpetual, non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation on the terms and conditions of such License Agreement;

WHEREAS, Customer desires to receive the Support, as defined herein, from SunGard and SunGard desires to render the Support to Customer with respect to the Licensed Program (as hereinafter defined) on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

DEFINITIONS

For the purposes of this Agreement, each term defined in the License Agreement has the meaning ascribed to that term in the License Agreement, unless that term is otherwise defined in this Agreement. Further, each of the following definitions shall apply to the respective capitalized terms below. Certain other terms used in this Agreement are defined in the operative provisions of this Agreement:

1.1 "Modification." "Modification" means a change to the Licensed Program requested by Customer to meet its specific needs and use, adding value, functionality and/or desirability for Customer.

1.2 "Agreement Term." An initial period shall commence upon the Delivery Date and continue for a period of thirteen (13) months. Thereafter, the Agreement Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 9 hereof.

1.3 "Error." Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program published from time to time by SunGard. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by SunGard, or not authorized to be so combined or merged by SunGard, shall not be considered an Error. Nor shall Licensed Program or data file damage resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, or hardware malfunction be considered an Error.

1.4 "Error Correction." Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to its Documentation, or a procedure or routine

that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

1.5 "Enhancement." Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by SunGard as minor or major, depending on SunGard's assessment of their value and of the function added to the preexisting Licensed Program.

1.6 "Coverage Hours." Monday through Friday 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays for any questions regarding the Licensed Programs included in this Agreement. For a Major Application Problem on SunGard's Base Computer Aided Dispatch System (Base CAD) only, SunGard coverage hours will be 24-hours per day, 7-days per week.

1.7 "Response Time." SunGard will respond to requests for assistance as soon as reasonably practicable, based on the nature and the severity of the defect in question. By not later than four (4) Coverage Hours from the time an Error is reported, SunGard will call Client to acknowledge that the Error in question has been reported by Client. By not later than eight (8) hours of the Coverage Hours from the time that SunGard verifies that an Error is present, SunGard will initiate work toward development of an Error Correction for a Major Application Problem. Minor Application Problems will be fixed with the next scheduled Licensed Program Release.

1.8 "Licensed Program Releases." New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.9 "System Administrator." An agent of Customer with sufficient training and/or experience with the Licensed Program to communicate effectively with the SunGard Support personnel.

1.10 "Major Application Problem." The Licensed Program is not functioning to the point that the Licensed Program is the cause of the Customer not being able to enter CAD calls, dispatch units, or update unit status in the Base CAD system at one or more positions. Therefore, the Base CAD system is down or non-operational at one or more positions.

1.11 "Minor Application Problem." The Licensed Program functions with inconveniences or programmatic error; however, the Licensed Program has not stopped Customers' operations at one or more positions..

1.12 "Non Application Problem" is a problem, which is determined by SunGard to have been caused by a source other than the Licensed Program, such as hardware failure, network malfunction, etc.

Section 2

ELIGIBILITY FOR SUPPORT

To be eligible for support for a Licensed Program, Customer must meet the following requirements. Acceptance of this Agreement by SunGard is conditioned upon confirmation by SunGard that the Licensed Program is eligible for support. Customer agrees that the obligation of SunGard to continue to provide Services with respect to a Licensed Program shall terminate if, at any time during the term of this Agreement, these requirements are not met.

To be eligible for Support for a Licensed Program, Customer must meet all of the following requirements:

- a. Customer has a valid Software License Agreement for the Licensed Program.
- b. Customer has a System Administrator.
- c. The hardware configuration on which the Licensed Program is to be used is accepted by SunGard as meeting its minimum requirements.
- d. Customer is, and remains, in compliance with the schedule of payments; providing that such payments are not the subject of a good faith dispute at the time in question.

Section 3

SCOPE OF SERVICES

- 3.1 During the Agreement Term, SunGard shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in SunGard's current rate schedule:
- a. SunGard shall maintain a program control center capable of receiving by telephone any operator reports of system irregularities.
 - b. SunGard shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.
 - c. SunGard shall maintain a trained staff capable of rendering the services set forth in this Agreement.
 - d. SunGard shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to SunGard in accordance with SunGard's then-current standard reporting procedures (such procedures of which SunGard will advise Customer in advance, as the same are revised in each instance). SunGard shall, after verifying that such an Error is present, initiate work, within Response Time, in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, SunGard shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and SunGard shall include the Error Correction in all subsequent Releases of the Licensed Program. SunGard shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that SunGard shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed twelve (12) months.
 - e. SunGard may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if SunGard so elects, major Enhancements. SunGard shall provide Customer with one copy of each new Release, without additional charge. SunGard shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in SunGard's current rate schedule.
 - f. Subject to space availability and training fees, Customer may enroll its employees in SunGard's training classes.
 - g. SunGard shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by SunGard and Customer.
 - h. All communications between SunGard and Customer shall be in the English language.
 - i. SunGard's software support is intended exclusively for SunGard's Licensed Programs; however, SunGard can optionally provide first line support for selected operating systems where SunGard has an agreement with the supplier. When the Customer contracts for this service, SunGard will make a good faith effort to find solutions to operating system problems. However, Customer must be aware of the following facts:
 1. In some cases, Customer is in a much better position to deal with operating system issues because they are on-site and because of technical expertise they may have. In these cases, SunGard

recommends that they work directly with the appropriate operating system vendor on these matters. SunGard will still be available to provide assistance whenever needed.

2. SunGard is required to work with the company that supplied the operating system. If that company fails to provide quality support, SunGard will not be able to provide quality support to our customers.
3. Some operating system problems can only be solved on-site. If and when this situation occurs, SunGard personnel will travel to Customer's site with Customer's approval. Customer will be billed according to the SunGard's professional services fee schedule plus the Customer will be billed for travel expenses and comprehensive per diem.
4. In the event that a bug is identified in the operating system, SunGard will immediately report the problem directly to the provider. However, SunGard and the Customer will be required to accept their schedule for fixing the problem.
5. If enhancement requests are made to SunGard for changes to the operating system, SunGard will pass them along to the provider. SunGard can make no commitments as to when, or if, the enhancements will be included in future releases.
6. SunGard will provide assistance with operating system upgrades via phone but Customer is responsible for obtaining the upgrade from the vendor and paying any required fee.
7. Most operating system upgrades require on-site assistance. The fee for on-site assistance is not included with SunGard software support.
8. SunGard must approve all operating system upgrades prior to implementation by Customer to verify that the upgrade is necessary and compatible with the SunGard Licensed Programs.

3.2 The following items are specifically not covered by this Agreement:

- a. Any hardware failure including, but not limited to, failure caused by wiring, multiplexers, modems, phone lines, power, or connectors. Also, any hardware limitations due to insufficient memory, disk storage or processing power.
- b. Any problems caused by hardware failure.
- c. Any work required to restore or recover the operating system and/or data files.
- d. Any problem caused by an operator.
- e. Configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- f. Any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by SunGard.
- g. Problems with, or caused by any software not supported by SunGard, including, but not limited to, SNA, word processors, terminal emulators, etc.
- h. System software installations made by the Customer without authorization of SunGard such as installing a new Windows SQL version.

Section 4

OBLIGATION OF CUSTOMER

- 4.1 Customer shall provide, without charge to SunGard, access to its facilities in connection with the performance of SunGard of its obligations hereunder. It is agreed that prior notification will be given when access is required.
- 4.2 Customer must provide SunGard with information sufficient for SunGard to duplicate the circumstances under which a Problem in a Licensed Program became apparent.
- 4.3 Customer must maintain a current license of PC AnyWhere, a SunGard-approved connection to the Hardware on which the Licensed Program in question is being utilized, and must provide access to a voice grade local telephone.
- 4.4 A representative of Customer must be present when any on-site Support is provided. Customer agrees that if such representative is not present when the SunGard representative arrives on site, no work will be performed and Customer will be charged for such SunGard representative.
- 4.5 All communications by Customer to SunGard must be in the English language.
- 4.6 Customer is responsible for providing one or more qualified System Administrators as described in Section 5. At least one of these System Administrators must be available to SunGard at all times during a Support incident event.
- 4.7 Customer is responsible to support and maintain all system software. Customer shall NOT upgrade the operating system or third party software identified as integral to the operation of SunGard's Licensed Programs without approval from SunGard.

Section 5

SYSTEM ADMINISTRATOR REQUIREMENTS

- 5.1 Each System Administrator must be certified by SunGard by completing one or more of the following:
 - a. Working knowledge of and perform required tasks in Administrating Windows 2003 Workstation, Administrating Windows 2003 Server, Windows SQL Administration (or the most current version supported by SunGard at the time of installation) and other courses determined at the installation planning session based on the experience of the individuals.
 - b. SunGard's application administration and code file course for each Licensed Program.
 - c. SunGard's application training courses for each Licensed Program.
- 5.2 Each System Administrator must meet with a SunGard Project Manager to review and sign on each of SunGard's "Licensed Programs and/or Services Delivered" list.
- 5.3 Each System Administrator must be identified in an Attachment 1 hereto properly signed by both Customer and SunGard, and each instance, purporting by its express terms to amend this Agreement.
- 5.4 Each System Administrator must be qualified to address all problems relating to any hardware, software or operating system not directly associated with the Licensed Programs.
- 5.5 Calls received by anyone not identified in an Attachment 1 are not covered by this Agreement.

Section 6

FEES AND CHARGES

- 6.1 The fees for Support are specified in Exhibit A of the License Agreement. Additional Licensed Programs may be added to this Agreement by an amendment to this Agreement that includes an additional Exhibit that specifies the additional Licensed Programs being added, and the additional fees payable therefor. Subject to the annual escalation percentage increase provided for in Exhibit A of the License Agreement, SunGard reserves the right to increase its Support fees for any upcoming Contract Year term, by providing Customer with notice of such increase at least 60 days prior to the commencement of the upcoming Contract Year. Without limitation, Support Fee changes will result from changes in (1) Software prices, (2) Increases in the number of modules of a Licensed Program, (3) Increases in the number of users on the system, (4) Changes in the computer hardware or (5) Selection by Customer of different Coverage Hours.
- 6.2 SunGard shall invoice Customer at the beginning of each Contract Year for all Support fees. All reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. Customer shall pay the invoiced amounts in accordance with the Florida Prompt Payment Act. Any amount not paid in accordance with the Florida Prompt Payment Act shall bear interest at the highest rate allowed by applicable law. Further, Customer's failure to remit timely payment to SunGard of Support fees for any Contract Year will be deemed a decision by Customer not to renew Support for the Contract Year in question.
- 6.3 Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from SunGard the Services called for by this Agreement.
- 6.4 Customer agrees to pay additional charges according to the SunGard fee schedule for all work performed outside of Coverage Hours. These charges are applicable for any work performed after hours regardless of cause even if it was reported and/or initiated during Coverage Hours. Customer will be required to authorize any work outside of coverage hours that results in additional charges.
- 6.5 On-site assistance will be performed as requested by Customer. However, Customer will be billed according to the SunGard fee schedule for travel expenses and comprehensive per diem.

Section 7

PROPRIETARY RIGHTS

- 7.1 All Error Corrections or Enhancements (including any new software programs or components, or any compilations or derivative works of any of the foregoing) are part of the Licensed Programs, and Customer's rights of use therefor will be governed by and are subject to the terms, conditions and limitations of the License Agreement.

Section 8

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 8.1 SunGard disclaims all warranties either expressed or implied and representations with respect to the licensed program, including its condition, its conformity to any representation or description, the existence of any latent or patent defects, and its merchantability or fitness for a particular use.
- 8.2 **SUNGARD'S LIABILITY TO THE CITY IN CONNECTION WITH SUPPORT OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT THE CITY ACTUALLY PAID TO SUNGARD FOR SUPPORT FOR THE CONTRACT YEAR IN WHICH SUCH LIABILITY ARISES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON ANY THEORY WHATSOEVER.** This Section 8.2 will not act to limit SunGard's obligations of indemnity as the same are provided for in the License Agreement.

Section 9

TERMINATION

9.1 This Agreement may be terminated as follows:

- a. This Agreement shall immediately terminate upon the termination of the License Agreement;
- b. This Agreement may be terminated by Customer upon the expiration of the then-current Contract Year (the parties agreeing that the initial thirteen month term of Support is also a "Contract Year"), provided that at least written notice is given to SunGard within thirty (30) days after receipt of an invoice from SunGard. SunGard may terminate this Agreement upon the expiration of the second term Contract Year, provided that at least ninety (90) days prior written notice is given to Customer; or
- c. This Agreement can be terminated by either party for material breach, in accordance with License Agreement Section 21, **DEFAULT AND TERMINATION**, which is incorporated into this Agreement in its entirety by this reference, as fully as if such provisions were written out hereinbelow.

9.2 Following termination of this Agreement, SunGard shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount in accordance with the Florida Prompt Payment Act. Any amount not paid in accordance with the Florida Prompt Payment Act shall bear interest at the rate allowed by applicable law.

(Continued on following page)

Section 10

MISCELLANEOUS

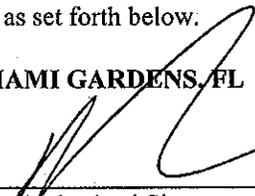
10.1 License Agreement Section 11.0, PROTECTION AND SECURITY OF PROPRIETARY MATERIALS, and Section 23, MISCELLANEOUS AGREEMENT PROVISIONS (excepting specifically the Entire Agreement provision therein), are each incorporated into this Agreement in their entirety by this reference, as fully as if such provisions were written out hereinbelow.

10.2 This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of SunGard. Preprinted conditions and all other terms not included in this Agreement, including any such terms included on any purchase order or other document submitted hereafter by Customer, are of no force or effect and the terms and conditions of this Agreement shall control unless expressly accepted by SunGard in writing to the Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

CITY OF MIAMI GARDENS, FL

SUNGARD HTE INC.



Authorized Signature



Authorized Signature
Grant Harbin

Danny O. Crew, City Manager
Print Name & Title

Vice President of Professional Service, SunGard HTE Inc.
Print Name & Title

March 14, 2007
Date

3/6/07
Date

Attest:



City Clerk

Approved as to form and legal sufficiency

Reviewed and Approved:



Sonja K. Dickens, City Attorney

City Attorney

CITY OF MIAMI GARDENS, FL

LICENSED PROGRAMS SUPPORT AGREEMENT

ATTACHMENT 1

SYSTEM ADMINISTRATORS

1. Name: _____
Title: _____
Office Phone Number: _____
Fax Number _____
Email Address _____
Beeper/Pager Number: _____
Mailing Address: _____

2. Name: _____
Title: _____
Office Phone Number: _____
Fax Number _____
Email Address _____
Beeper/Pager Number: _____
Mailing Address: _____

3. Name: _____
Title: _____
Office Phone Number: _____
Fax Number _____
Email Address _____
Beeper/Pager Number: _____
Mailing Address: _____

4. Name: _____
Title: _____
Office Phone Number: _____
Fax Number _____
Email Address _____
Beeper/Pager Number: _____
Mailing Address: _____

Exhibit C

SunGard Software Escrow Agreement

PREFERRED BENEFICIARY ACCEPTANCE FORM

Depositor, Preferred Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("IMIPM"), hereby acknowledge that Miami Gardens, FL is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective December 29, 2004 with IMIPM as the escrow agent and SunGard HTE Inc. as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement.

NOW THEREFORE, the Escrow Agreement is hereby modified as follows:

- 1. The second and third sentences of Section 7.4 are hereby deleted in their entirety and replaced with the following: "The arbitrator shall apply Florida law. Arbitration will take place in Miami Dade County, Florida."
2. Section 7.5 is hereby deleted in its entirety and replaced with the following: "this Agreement is to be governed and construed in accordance with the laws of the State of Florida, without regards to its conflict of law provisions."
3. The annual beneficiary fee is current Six Hundred Fifty Dollars (\$650) per year.
4. All terms and conditions of the Agreement not amended by this Amendment shall remain in full force and effect.

Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Table with 2 columns: Account Name, Deposit Account Number. Row 1: SunGard HTE Inc., 26504

Notices and communications to Preferred Beneficiary should be addressed to:

Company Name: Miami Gardens, FL
Address: 1515 NW 167th Street, Bldg 7 Suite 403 Miami Gardens, FL 33169

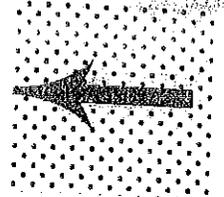
Designated Contact: R. FARMER
Telephone: 305-622-8000
Facsimile: 305-622-8001
E-mail: rfarm@miamigardens-fl.gov

Invoices should be addressed to:

Accts Payable
City of Miami Gardens
1515 NW 167 St #200
Miami Gardens, FL 33169

Contact:

P.O.#, if required:



Miami Gardens, FL
Preferred Beneficiary

SunGard HTE Inc.
Depositor

By: _____

By: _____

Name: Danny O. Crew

Name: Grant Harbin
Vice President of Professional Service, SunGard HTE Inc.

Title: City Manager

Title: _____

Date: March 14, 2007

Date: 3/6/07

IMIPM

By: _____

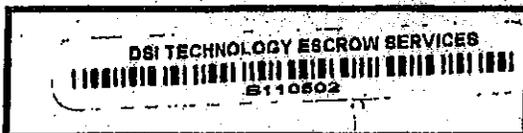
Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency


Sonja K. Dickens, City Attorney



For Internal Use Only



Iron Mountain, the leader in information management is pleased to offer you on-line access to your documents using our state of the art Digital Archive Service. Should you have any questions about this service or the images that appear, please contact your Client Manager for assistance.



Master Preferred Agreement

Master Preferred offers the flexibility of a modifiable contract combined with a high level of protection for both the depositor and the beneficiary. It allows for additional parties to accept contract conditions with a one-page addendum. It provides frequent correspondence between IMIPM and all parties to the agreement. The depositor and beneficiary will receive signed confirmations from IMIPM that every deposit has been inspected; an account history report to notify them of the status of the escrow; and ongoing monitoring services to ensure compliance of contract terms.

Purpose

IMIPM's Master Preferred Agreement is generally used when:

- Both parties agree that a high level of escrow protection is needed.
- The depositor or the beneficiary wants to establish an escrow contract that is executed once, defining the company's preferred terms.
- The depositor has multiple products to be licensed independently by various beneficiaries.
- Both parties want to reduce the time spent on negotiating the basic terms and conditions of the escrow agreement.
- Clients want to avoid setup costs when adding beneficiaries or depositors to their escrow account.

Features

Master Preferred customers benefit from these unique features:

- One agreement ensures consistency for all escrow requirements.
- Additional parties accept contract conditions with a one-page form.
- Tailored release conditions.
- Modification of terms for unique requirements.
- Written notification detailing the contents of the initial deposit and each update.
- Semiannual account histories listing all deposit activity.
- IMIPM direct billing to beneficiary.
- Technical verification options.
- Audit trail of deposit created through inspection, date stamping of all deposit materials.
- Deposit inspection with signed receipt for all parties.

Your Iron Mountain Representative is:

David Jones

2100 Norcross Pkwy, Suite 150

Norcross, GA 30071

Tel: 770-225-8113

FAX 404-745-0027

Email: david.jones@ironmountain.com

David Jones

17 pages

Atlanta • Boston • Chicago • Dallas • San Diego • San Francisco
For More Information Call: (800) 962-0652 or Visit Us At www.ironmountain.com

MASTER PREFERRED ESCROW AGREEMENT

Depositor Company Number 20408

This agreement ("Agreement") is effective December 29, 2004 among Iron Mountain Intellectual Property Management, Inc. ("IMIPM"), Open Software Solutions, Inc., a corporation organized and existing under the laws of North Carolina, doing business as SunGard OSS1, a North Carolina Corporation ("Depositor") and any additional party signing the Acceptance Form attached to this Agreement ("Preferred Beneficiary"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and Preferred Beneficiary have entered or will enter into a Licensed Program(s) Support Agreement (referred to in this Agreement as the "Support Agreement") regarding certain proprietary technology of Depositor that has been or will be licensed to Preferred Beneficiary under a Software License and Services Agreement (referred to in this Agreement as the "License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.

D. Depositor and Preferred Beneficiary desire to establish an escrow with IMIPM to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

E. The parties desire this Agreement to be supplementary to the Support Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

ARTICLE I -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, including the signing of the Acceptance Form, and Exhibit D naming the Initial Account, Depositor shall deliver to IMIPM the proprietary technology and other materials ("Deposit Materials") required to be deposited by the Support Agreement or, if the Support Agreement does not identify the materials to be deposited with IMIPM, then such materials will be identified on Exhibit A. If Exhibit A is applicable, it is to be prepared and signed by Depositor and Preferred Beneficiary. IMIPM shall have no obligation with respect to the preparation, accuracy, execution, signing, delivery or validity of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to IMIPM, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to IMIPM with the Deposit Materials. Unless and until Depositor makes the initial

deposit with IMIPM, IMIPM shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3. Escrow Account Name Identification. At the time of execution of this agreement, or when Depositor makes the initial deposit with IMIPM in accordance with Section 1.2 above, Depositor shall complete and sign Exhibit D naming the initial account upon which the Deposit Materials are written or stored. Any new deposits referencing new account names made subsequent to the signing of this Agreement, intended by the Depositor to be held in a separate account and maintained separately from the initial account, but made a part of this Agreement, shall be referenced by the Depositor on Exhibit E, and Exhibit E which shall be signed by the Depositor and IMIPM.

1.4. Acceptance of Deposit. When IMIPM receives the Deposit Materials, IMIPM will conduct a visual deposit inspection. At completion of the deposit inspection, if IMIPM determines that the labeling of the media matches the item descriptions and quantity on Exhibit B, IMIPM will date and sign Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If IMIPM determines that the labeling does not match the item descriptions or quantity on Exhibit B, IMIPM will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor and Preferred Beneficiary. IMIPM's acceptance of the deposit occurs upon the signing of Exhibit B by IMIPM. Delivery of the signed Exhibit B to Preferred Beneficiary is Preferred Beneficiary's notice that the Deposit Materials have been received and accepted by IMIPM. OTHER THAN IMIPM'S INSPECTION OF THE DEPOSIT MATERIALS, IMIPM SHALL HAVE NO OBLIGATION TO THE ACCURACY, COMPLETENESS, FUNCTIONALITY, PERFORMANCE OR NON-PERFORMANCE OF THE DEPOSIT MATERIALS.

1.5. Depositor's Representations. During the term of this Agreement, Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with IMIPM;
- b. With respect to all of the Deposit Materials and any materials provided solely for verification, pursuant to Section 1.6 of the Agreement ("Test Materials") Depositor has the right and authority to grant to IMIPM and Preferred Beneficiary the rights as provided in this Agreement, provided further that IMIPM's or its independent contractor's use of any Deposit Materials or Test Materials, pursuant to Section 1.6 of this Agreement, is lawful and does not violate the rights of any third parties;
- c. As of the effective date of this Agreement, the Deposit Materials are not the subject of any liens or encumbrances, however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of IMIPM under this Agreement;
- d. The Deposit Materials consist of the proprietary technology and other materials identified either in the Support Agreement, Exhibit A, or Exhibit B, as the case may be; and
- e. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Available Verification Services. Upon receipt of a written request from Preferred Beneficiary, IMIPM and Preferred Beneficiary may enter into a separate proposal agreement ("Statement of Work") pursuant to which IMIPM will agree, upon certain terms and conditions, to inspect the Deposit Materials consistent with one or several of the levels of verification described in the attached Technical Verification Options. Depositor consents to IMIPM's performance of any level(s) of verification described in the attached Technical Verification Options. Depositor shall reasonably cooperate with IMIPM by providing its facilities, computer software systems, and technical and support personnel for verification whenever reasonably necessary. If a verification is elected after the Deposit Materials have been delivered to IMIPM, then only IMIPM, or at IMIPM's election, an independent contractor or company selected by IMIPM may perform the verification.

1.7 Deposit Updates. Unless otherwise provided by the Support Agreement, Depositor shall update the Deposit Materials within sixty (60) days of each release of a new version of the product, which is subject to the Support Agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. Any deposit updates shall be held in accordance with Sections 1.2 through 1.5 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.8 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

ARTICLE 2 – CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. IMIPM shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement or any subsequent agreement between the Parties, including without limitation Section 1.6, IMIPM shall not disclose, transfer, make available, or use the Deposit Materials. IMIPM shall not disclose the terms of this Agreement to any third party. If IMIPM receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, IMIPM will immediately notify the parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that IMIPM does not waive its rights to present its position with respect to any such order. IMIPM will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 7.6 below.

2.2 Status Reports. IMIPM shall provide to Depositor and Preferred Beneficiary a report profiling the account history semiannually.

ARTICLE 3 – RIGHT TO MAKE COPIES

3.1 Right to Make Copies. IMIPM shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. IMIPM shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any

copies made by IMIPM. With all Deposit Materials submitted to IMIPM, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials, including, but not limited to, the hardware and/or software needed. Any copying expenses incurred by IMIPM as a result of a request to copy will be borne by the party requesting the copies. Alternatively, IMIPM may notify Depositor requiring its reasonable cooperation in promptly copying the Deposit Materials in order for IMIPM to perform this Agreement.

ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the following:

- a. Depositor's failure to carry out obligations imposed on it pursuant to the Support Agreement;
- b. Depositor's failure to continue to do business in the ordinary course; or
- c. Joint written instruction from Depositor and Preferred Beneficiary.

4.2 Filing For Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred, Preferred Beneficiary may provide to IMIPM written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Such notice shall be signed by the Preferred Beneficiary and on company letterhead. Unless IMIPM acknowledges or discovers independently, or through the Parties, its need for additional documentation or information in order to comply with this Section, IMIPM shall promptly provide a copy of the notice to Depositor by commercial express mail. Such need for additional documentation or information may extend the time period for IMIPM's performance under this Section.

4.3 Contrary Instructions. From the date IMIPM mails the notice requesting release of the Deposit Materials, Depositor shall have ten (10) business days to deliver to IMIPM contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be signed by Depositor and on company letterhead. Upon receipt of Contrary Instructions, IMIPM shall promptly send a copy to Preferred Beneficiary by commercial express mail. Additionally, IMIPM shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 of this Agreement, IMIPM will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

4.4 Release of Deposit. If IMIPM does not receive Contrary Instructions from the Depositor, IMIPM is authorized to release the Deposit Materials to the Preferred Beneficiary or, if more than one beneficiary is registered to the deposit, to release a copy of the Deposit Materials to the Preferred Beneficiary. However, IMIPM is entitled to receive any fees due IMIPM before making the release. Any copying expenses will be chargeable to Preferred Beneficiary. Upon any such release, the escrow arrangement will terminate as it relates to the Depositor and Preferred Beneficiary involved in the release.

4.5 Right to Use Following Release. Unless otherwise provided in the Support Agreement, upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the License Agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

ARTICLE 5 -- TERM AND TERMINATION

5.1 Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement shall automatically renew from year to year unless (a) Depositor and Preferred Beneficiary jointly instruct IMIPM in writing that the Agreement is terminated; (b) IMIPM instructs Depositor and Preferred Beneficiary in writing after its renewal date that the Agreement is terminated for nonpayment in accordance with Section 5.2; or (c) IMIPM reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Depositor and Preferred Beneficiary sixty (60) days written notice of its intent to terminate this Agreement. If the Deposit Materials are subject to another escrow agreement with IMIPM, IMIPM reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to IMIPM, IMIPM shall provide written notice of delinquency to all parties to this Agreement. Any party to this Agreement affected by such delinquency shall have the right to make the payment to IMIPM to cure the default. If the past due payment is not received in full by IMIPM within one (1) month of the date of such notice, then IMIPM shall have the right to terminate this Agreement at any time thereafter to the extent it relates to the delinquent party by sending written notice of termination to such affected parties. IMIPM shall have no obligation to take any action under this Agreement so long as any payment due to IMIPM remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, IMIPM shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, IMIPM may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. IMIPM shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with IMIPM or have been released to the Preferred Beneficiary in accordance with Section 4.4.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. The obligations of confidentiality with respect to the Deposit Materials;
- b. The obligation to pay IMIPM any fees and expenses due;
- c. The provisions of Article 7; and
- d. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

ARTICLE 6 -- IMIPM'S FEES

6.1 Fee Schedule. IMIPM is entitled to be paid its standard fees and expenses applicable to the services provided. IMIPM shall notify the party responsible for payment of IMIPM's fees at least sixty (60) days prior to any increase in fees. For any service not listed on IMIPM's standard fee schedule, IMIPM will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. IMIPM shall not be required to perform any service, including release of any Deposit Materials under Article 4, unless the payment for such service and any outstanding balances owed to IMIPM are paid in full. Initial fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. Payments on all renewal and services invoices are due net thirty (30) days from date of invoice. If invoiced fees are not paid, IMIPM may terminate this Agreement in accordance with Section 5.2.

ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. IMIPM may act in reliance upon any instruction, instrument, or signature reasonably believed by IMIPM to be genuine. IMIPM may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. IMIPM will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. IMIPM shall not be responsible for failure to act as a result of causes beyond the reasonable control of IMIPM.

7.2 Indemnification. Depositor and Preferred Beneficiary each agree to indemnify, defend and hold harmless IMIPM from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by IMIPM relating in any way to this escrow arrangement except where it is adjudged that IMIPM acted with gross negligence or willful misconduct.

7.3 Limitation of Liability. In no event will IMIPM be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, loss of data, revenue, and/or profits, costs, or expenses (including legal fees and expenses), whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement; and in no event shall the collective liability of IMIPM exceed ten times the fees paid under this Agreement. The foregoing limitation of liability does not apply with respect to any acts of gross negligence, personal injury claims, property damage claims (excluding the Deposit), or intellectual property infringement.

7.4 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be submitted to, and settled by arbitration by, a single arbitrator chosen by the San Diego Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply California law. Unless otherwise agreed by Depositor and Preferred Beneficiary, arbitration will take place in San Diego, California, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address. If, however, Depositor and/or Preferred Beneficiary refuses to submit to arbitration, the matter shall not be submitted to arbitration and IMIPM may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of

arbitration incurred by IMIPM, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Preferred Beneficiary.

7.5 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

7.6 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction, which may direct IMIPM to take, or refrain from taking any action, that party shall:

- a. Give IMIPM at least five (5) business days prior notice of the hearing;
- b. Include in any such order that, as a precondition to IMIPM's obligation, IMIPM be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that IMIPM not be required to deliver the original (as opposed to a copy) of the Deposit Materials if IMIPM may need to retain the original in its possession to fulfill any of its other duties.

ARTICLE 8 – GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes the Acceptance Form and Exhibits described herein, embodies the entire understanding among all of the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. IMIPM is not a party to the Support Agreement between Depositor and Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such Support Agreement. IMIPM's only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by IMIPM, Exhibit B need not be signed by Preferred Beneficiary, Exhibit C need not be signed, Exhibit D need not be signed by Preferred Beneficiary or IMIPM and the Acceptance Form need only be signed by the parties identified therein.

8.2 Notices and Correspondence. All notices regarding Articles 4 and 5, and any Deposit Materials, shall be sent by commercial express or certified mail, return receipt requested. All other correspondence including invoices, payments, and other documents and communications shall be sent First Class U.S. Mail and given to the parties at the addresses specified in the attached Exhibit C and Acceptance Form. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of physical and e-mail addresses. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

8.3 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this

Agreement, such invalidity or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, IMIPM shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless IMIPM receives clear, authoritative and conclusive written evidence of the change of parties.

8.5 Waiver. Any term of this Agreement may be waived by the party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

8.6 Regulations. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

8.7 Attorney's Fees. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks declaration of any rights or obligations under this Agreement (whether in contract, tort, or both), the prevailing party who has proven in court by court decree, judgment or arbitrator's determination that the other party has materially breached its representation and/or warranty under this Agreement shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce final judgment.

8.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

8.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. IMIPM will be able to perform its obligations under this agreement once IMIPM has received a fully executed agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Iron Mountain Intellectual Property Management, Inc.

Depositor

IMIPM

By: *Gil Santos*

By: *Donna Pineda*

Name: Gil Santos

Name: Donna Pineda

Title: President

Title: MGR, CSR NATL

Date: 12/29/04

Date: 12/29/04

| |
|---|
| <p>Approved as to Operational Content: DSI Technology Operations</p> <p>Name: Yolanda Granberry, Operations Assistant</p> <p>Date:</p> |
|---|

MATERIALS TO BE DEPOSITED

Deposit Account Number 26504

Depositor represents to Preferred Beneficiary that Deposit Materials delivered to IMIPM shall consist of the following:

| | |
|------------------|------------------------------|
| _____ | _____ |
| Depositor | Preferred Beneficiary |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

DESCRIPTION OF DEPOSIT MATERIALS

Depositor Company Name _____

Deposit Account Number 210504

Product Name _____ Version _____
(Product Name will appear as Exhibit B Name on Account History report)

DEPOSIT MATERIAL DESCRIPTION:

| Quantity | Media Type & Size | Label Description of Each Separate Item |
|----------|---------------------------|---|
| _____ | Disk 3.5" or _____ | |
| _____ | DAT tape _____ mm | |
| _____ | CD-ROM | |
| _____ | Data cartridge tape _____ | |
| _____ | TK 70 or _____ tape | |
| _____ | Magnetic tape _____ | |
| _____ | Documentation | |
| _____ | Other _____ | |

PRODUCT DESCRIPTION:

Environment _____

DEPOSIT MATERIAL INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

I certify for Depositor that the above described _____ IMIPM has visually inspected and accepted the Deposit Materials have been transmitted to IMIPM: above materials (any exceptions are noted above):

Signature: _____
Print Name: _____
Date: _____
E-mail: _____

Signature: _____
Print Name: _____
Date Accepted: _____
Exhibit B#: _____

DESIGNATED CONTACT

Depositor Company Number 26408

Notices, deposit material returns and communications to Depositor should be addressed to:

Company Name: SunGard OSSI
Address: 1000 Business Center Drive
Lake Mary, FL 32746

Designated Contact: George Sercikas, Manager
Contracts Services
Telephone: 40-7-304-3158
Facsimile: 407-304-1045
E-mail: gsercikas@hteinc.com
Verification Contact:

Telephone/E-mail: _____

Invoices to Depositor should be addressed to:

SunGard OSSI
1000 Business Center Drive
Lake Mary, FL 32746

Contact: Lisa Bryant
P.O.#, if required: _____

Requests to change the designated contact should be given in writing by the designated contact or an authorized employee.

Agreements, Deposit Materials and notices to IMIPM should be addressed to: (select location)

Attn: David Jones
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 770-239-9200
Facsimile: 404-745-0027
E-mail: david.jones@ironmountain.com

All invoice fee remittances to IMIPM should be addressed to:

Iron Mountain Intellectual Property
Management, Inc.
PO Box 27131
New York, NY 10087-7131

Date: _____

NAME OF INITIAL MASTER PREFERRED ESCROW ACCOUNT

Depositor Company Number 20408

_____ ("Depositor") has entered into a Master Preferred Escrow Agreement with Iron Mountain Intellectual Property Management, Inc. ("IMIPM"). Pursuant to that Agreement, Depositor may deposit certain Deposit Materials with IMIPM.

The initial account will be referenced by the following name: _____

Deposit Account Number _____

Depositor _____

By: _____

Name: _____

Title: _____

Date: _____

ADDITIONAL ESCROW ACCOUNT TO MASTER PREFERRED ESCROW AGREEMENT

Depositor Company Number 26408

New Deposit Account Number _____

("Depositor") has entered into a Master Preferred Escrow Agreement with Iron Mountain Intellectual Property Management, Inc. ("IMIPM"). Pursuant to that Agreement, Depositor may deposit certain Deposit Materials with IMIPM.

Depositor desires that new Deposit Materials be held in a separate account and be maintained separately from the initial account. By execution of this Exhibit E, IMIPM will establish a separate account for the new Deposit Materials. The new account will be referenced by the following name: _____

Depositor hereby agrees that all terms and conditions of the existing Master Preferred Escrow Agreement previously entered into by Depositor and IMIPM will govern this account. The termination or expiration of any other account of Depositor will not affect this account.

Iron Mountain Intellectual Property Management, Inc.

Depositor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Page 135 of 227

PREFERRED BENEFICIARY ACCEPTANCE FORM

Depositor, Preferred Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("IMIPM"), hereby acknowledge that _____ is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective _____, 20____ with IMIPM as the escrow agent and _____ as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement.

Depositor hereby enrolls Preferred Beneficiary to the following account(s):

| <u>Account Name</u> | <u>Deposit Account Number</u> |
|---------------------|-------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Notices and communications to Preferred Beneficiary should be addressed to:

Invoices should be addressed to:

Company Name: _____
Address: _____

Designated Contact: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Contact: _____
P.O.#, if required: _____

Preferred Beneficiary

By: _____
Name: _____
Title: _____
Date: _____

Depositor

By: _____
Name: _____
Title: _____
Date: _____

Iron Mountain Intellectual Property Management, Inc.

By: _____
Name: _____
Title: _____
Date: _____

TECHNICAL VERIFICATION OPTIONS**LEVEL I - Inventory**

This series of tests provides insight into whether the necessary information required to recreate the Depositor's development environment has been properly stored in escrow. These tests detect errors that often inhibit effective use of the escrow deposit.

Steps include: Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. At completion of testing, IMIPM will distribute a report to Preferred Beneficiary detailing IMIPM's investigation. This report will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as IMIPM's analysis of the deposit. When identifying materials required to recreate Depositor's software development environment, IMIPM will rely on information provided in Depositor's completed questionnaire (obtained via a IMIPM verification representative) and/or information gathered during IMIPM's testing experience.

LEVEL II - Build

This series of tests includes a standard effort to compile the Deposit Materials and build executable code.

Steps include: Recreating the Depositor's software development environment, compiling source files and modules, recreating executable code, and providing a listing of the hardware and software configurations necessary to recreate the Depositor's software development environment. IMIPM will also create a report detailing the steps necessary to recreate the development environment, problems encountered with testing, and IMIPM's analysis of the deposit.

LEVEL III - Validation

A Level III verification consists of testing the functionality of the compiled Deposit Materials (in a production setting or similar environment) and can be accomplished through one of the following three options:

Option A – With the Depositor's approval, executables created by IMIPM during Level II testing are provided to the Preferred Beneficiary for functionality testing.

Option B – The Preferred Beneficiary provides IMIPM with a copy of its licensed executables. IMIPM compares the executables created during Level II testing with the licensed executables and provides a comparison report to all parties.

Option C – IMIPM recreates the runtime environment for the licensed technology and installs the executables created during the Level II testing into that environment. (The environment is generally "scaled down" from the actual live environment.) IMIPM then runs test scripts supplied by the Preferred Beneficiary and provides a report of the test results to all parties. This may require Depositor approval.

For additional information about IMIPM Technical Verification Services, please contact a verification specialist at (770) 225-8813 or by e-mail at david.jones@ironmountain.com.

Exhibit D

Sample Project Plan

Informational Purposes Only

THIS IS A SAMPLE PLAN ONLY WITH ESTIMATED TIMEFRAMES

| ID | WBS | Task Name | Duration | Start | Finish |
|----|--------|---|-----------|--------------|--------------|
| 1 | 1 | Sample Project Miami Gardens, Florida | 171 days? | Mon 4/2/07 | Sat 12/1/07 |
| 3 | 1.1 | Project Start (Initiation) | 26 days? | Mon 4/2/07 | Mon 5/7/07 |
| 4 | 1.1.1 | Contract Signed | 1 day? | Mon 4/2/07 | Mon 4/2/07 |
| 5 | 1.1.2 | Contract Signing to Kickoff Meeting | 25 days | Tue 4/3/07 | Mon 5/7/07 |
| 7 | 1.2 | CAD Sub-Project | 167 days? | Fri 4/6/07 | Sat 12/1/07 |
| 8 | 1.2.1 | CAD Hardware/Software Ordered/Received | 30 days | Tue 4/10/07 | Mon 5/21/07 |
| 9 | 1.2.2 | Message switch hardware ordered/received | 30 days | Tue 4/10/07 | Mon 5/21/07 |
| 10 | 1.2.3 | CAD Hardware Installed (on-site) | 10 days | Thu 5/24/07 | Thu 6/7/07 |
| 11 | 1.2.4 | Message Switch Hardware Installed (on-site) | 10 days | Thu 5/24/07 | Thu 6/7/07 |
| 12 | 1.2.5 | CAD Software Installed | 2 days | Mon 6/18/07 | Tue 6/19/07 |
| 13 | 1.2.6 | Message switch Software Installed | 2 days | Mon 6/18/07 | Tue 6/19/07 |
| 14 | 1.2.7 | CAD MNT Training | 4 days | Tue 6/26/07 | Fri 6/29/07 |
| 15 | 1.2.8 | Map Based Geofile Generation | 45 days | Fri 4/6/07 | Fri 6/8/07 |
| 16 | 1.2.9 | Map Editor Training | 3 days | Tue 6/12/07 | Thu 6/14/07 |
| 17 | 1.2.10 | CAD Configuration | 45 days | Mon 7/2/07 | Tue 9/4/07 |
| 18 | 1.2.11 | CAD 10% audit | 1 day? | Tue 7/24/07 | Tue 7/24/07 |
| 19 | 1.2.12 | CAD 50% audit | 1 day? | Wed 8/15/07 | Wed 8/15/07 |
| 20 | 1.2.13 | Final maps installed for 90% audit | 1 day? | Thu 8/30/07 | Thu 8/30/07 |
| 21 | 1.2.14 | CAD 90% audit | 1 day? | Wed 9/5/07 | Wed 9/5/07 |
| 22 | 1.2.15 | CAD and maps frozen--no changes-testing | 1 day? | Thu 9/6/07 | Thu 9/6/07 |
| 23 | 1.2.16 | CAD User Training #1 | 4 days | Tue 10/2/07 | Fri 10/5/07 |
| 24 | 1.2.17 | CAD User Training #2 | 4 days | Tue 10/2/07 | Fri 10/5/07 |
| 25 | 1.2.18 | CAD System Testing and Practice | 35 days | Mon 10/8/07 | Tue 11/27/07 |
| 26 | 1.2.19 | Go-Live | 2 days | Fri 11/30/07 | Sat 12/1/07 |
| 28 | 1.3 | MCT Sub-Project | 165 days? | Tue 4/10/07 | Sat 12/1/07 |
| 29 | 1.3.1 | MCT Hardware/Software Ordered/Received | 30 days | Tue 4/10/07 | Mon 5/21/07 |
| 30 | 1.3.2 | ORI's and neumronics received from FDLE | 45 days | Tue 5/8/07 | Wed 7/11/07 |
| 31 | 1.3.3 | MCT Hardware Installed (on-site) | 4 days | Tue 6/5/07 | Fri 6/8/07 |
| 32 | 1.3.4 | MCT Software Installed | 1 day? | Tue 8/7/07 | Tue 8/7/07 |

SunGard OSSI
Sample Project Plan for Miami Gardens, Florida
Assumes Concurrent Building of Applications

Sample Project Plan
Actual Dates to be mutually determined

SunGard OSS
 Sample Project Plan for Miami Gardens, Florida
 Assumes Concurrent Building of Applications

| ID | WBS | Task Name | Duration | Start | Finish |
|----|----------|--|-----------|--------------|--------------|
| 33 | 1.3.5 | MCT MNT Training | 1 day? | Wed 8/8/07 | Wed 8/8/07 |
| 34 | 1.3.6 | MCT Configuration | 6 days | Thu 8/9/07 | Thu 8/16/07 |
| 35 | 1.3.7 | MCT User Training 1 & 2 | 1 day? | Mon 10/15/07 | Mon 10/15/07 |
| 36 | 1.3.8 | MCT User Training 3 & 4 | 1 day? | Tue 10/16/07 | Tue 10/16/07 |
| 37 | 1.3.9 | MCT User Training 5 & 6 | 1 day? | Wed 10/17/07 | Wed 10/17/07 |
| 38 | 1.3.10 | MCT User Training 7 & 8 | 1 day? | Thu 10/18/07 | Thu 10/18/07 |
| 39 | 1.3.11 | MCT User Training 9 & 10 | 1 day? | Fri 10/19/07 | Fri 10/19/07 |
| 40 | 1.3.12 | MCT User Training 11 & 12 | 1 day? | Mon 10/22/07 | Mon 10/22/07 |
| 41 | 1.3.13 | MCT System Testing and Practice | 24 days | Tue 10/23/07 | Tue 11/27/07 |
| 42 | 1.3.14 | MCT Go-Live | 1 day? | Sat 12/1/07 | Sat 12/1/07 |
| 43 | | | | | |
| 44 | 1.4 | RMS Sub-Project | | | |
| 45 | 1.4.1 | RMS Hardware/Software Ordered/Received | 165 days? | Tue 4/10/07 | Sat 12/1/07 |
| 46 | 1.4.2 | RMS Hardware Installed (on-site) | 30 days | Tue 4/10/07 | Mon 5/21/07 |
| 47 | 1.4.3 | RMS Software Installed | 10 days | Thu 5/24/07 | Thu 6/7/07 |
| 48 | 1.4.4 | RMS MNT Training | 2 days | Fri 6/15/07 | Mon 6/18/07 |
| 49 | 1.4.5 | RMS Configuration | 3 days | Tue 7/17/07 | Thu 7/19/07 |
| 50 | 1.4.6 | RMS Audit # 1 | 45 days | Fri 7/20/07 | Fri 9/21/07 |
| 51 | 1.4.7 | RMS Audit # 2 | 1 day? | Wed 8/8/07 | Wed 8/8/07 |
| 52 | 1.4.8 | RMS Audit # 3 | 1 day | Thu 8/30/07 | Thu 8/30/07 |
| 53 | 1.4.9 | RMS User Training # 1 | 1 day? | Tue 9/25/07 | Tue 9/25/07 |
| 54 | 1.4.10 | RMS User training # 2 | 4 days | Tue 10/2/07 | Fri 10/5/07 |
| 55 | 1.4.11 | RMS User training # 3 | 4 days | Tue 10/9/07 | Fri 10/12/07 |
| 56 | 1.4.12 | RMS User training # 4 | 4 days | Tue 10/9/07 | Fri 10/12/07 |
| 57 | 1.4.13 | RMS User training # 5 | 4 days | Tue 10/9/07 | Fri 10/12/07 |
| 58 | 1.4.14 | RMS User training # 6 | 4 days | Tue 10/16/07 | Fri 10/19/07 |
| 59 | 1.4.15 | RMS System Testing and Practice | 25 days | Tue 10/16/07 | Fri 10/19/07 |
| 60 | 1.4.16 | RMS Go-Live | 2 days | Mon 10/22/07 | Tue 11/27/07 |
| 61 | | | | Fri 11/30/07 | Sat 12/1/07 |
| 62 | 1.4.17 | RMS Add-on Module Training | | | |
| 63 | 1.4.17.1 | Property and Evidence Module with Bar Coding | 16.5 days | Mon 10/22/07 | Tue 11/13/07 |
| 64 | 1.4.17.2 | Notifications Module | 2 days | Mon 10/29/07 | Tue 10/30/07 |
| | | | 0.5 days | Tue 11/6/07 | Tue 11/6/07 |

SunGard OSS
 Sample Project Plan for Miami Gardens, Florida
 Assumes Concurrent Building of Applications

| ID | WBS | Task Name | Duration | Start | Finish |
|----|----------|------------------------------------|----------|--------------|--------------|
| 65 | 1.4.17.3 | Crime Analysis Module | 0.5 days | Tue 11/6/07 | Tue 11/6/07 |
| 66 | 1.4.17.4 | Fleet Maintenance Module | 0.5 days | Tue 11/13/07 | Tue 11/13/07 |
| 67 | 1.4.17.5 | Quartermaster Module | 1 day | Mon 11/5/07 | Mon 11/5/07 |
| 68 | 1.4.17.6 | Training Module | 1 day | Mon 11/12/07 | Mon 11/12/07 |
| 69 | 1.4.17.7 | Professional Standards (IA) Module | 1 day | Mon 10/22/07 | Mon 10/22/07 |
| 70 | 1.4.17.8 | Racial Profiling Module | 0.5 days | Tue 11/13/07 | Tue 11/13/07 |
| 71 | | | | | |
| 72 | 1.5 | MFR Sub-Project | 72 days? | Tue 8/21/07 | Sat 12/1/07 |
| 73 | 1.5.1 | MFR Software Installed | 1 day? | Tue 10/2/07 | Tue 10/2/07 |
| 74 | 1.5.2 | MFR MNT Training | 1 day? | Tue 8/21/07 | Tue 8/21/07 |
| 75 | 1.5.3 | MFR Configuration | 2 days | Wed 8/22/07 | Thu 8/23/07 |
| 76 | 1.5.4 | MFR User Training #1 | 3 days | Tue 10/23/07 | Thu 10/25/07 |
| 77 | 1.5.5 | MFR User Training #2 | 3 days | Tue 10/23/07 | Thu 10/25/07 |
| 78 | 1.5.6 | MFR User Training #3 | 3 days | Tue 10/23/07 | Thu 10/25/07 |
| 79 | 1.5.7 | MFR User Training #4 | 3 days | Wed 10/31/07 | Fri 11/2/07 |
| 80 | 1.5.8 | MFR User Training #5 | 3 days | Wed 10/31/07 | Fri 11/2/07 |
| 81 | 1.5.9 | MFR User Training #6 | 3 days | Wed 10/31/07 | Fri 11/2/07 |
| 82 | 1.5.10 | MFR User Training #7 | 3 days | Wed 11/7/07 | Fri 11/9/07 |
| 83 | 1.5.11 | MFR User Training #8 | 3 days | Wed 11/7/07 | Fri 11/9/07 |
| 84 | 1.5.12 | MFR User Training #9 | 3 days | Wed 11/7/07 | Fri 11/9/07 |
| 85 | 1.5.13 | MFR User Training #10 | 3 days | Wed 11/14/07 | Fri 11/16/07 |
| 86 | 1.5.14 | MFR User Training #11 | 3 days | Wed 11/14/07 | Fri 11/16/07 |
| 87 | 1.5.15 | MFR User Training #12 | 3 days | Wed 11/14/07 | Fri 11/16/07 |
| 88 | 1.5.16 | MFR System Testing and Practice | 5 days | Mon 11/19/07 | Fri 11/16/07 |
| 89 | 1.5.17 | MFR Go-Live | 1 day? | Sat 12/1/07 | Tue 11/27/07 |

Sample Project Plan
 Actual Dates to be mutually determined



**City of Miami Gardens
Agenda Cover Memo**

| | | | | | | | |
|---|-----------------------------|----|--|---|------------------|-------------------------------|-----|
| Council Meeting Date: <i>(Enter X in box)</i> | May 26, 2010 | | Item Type: <i>(Enter X in box)</i> | Resolution | Ordinance | Other | |
| | | | | X | | | |
| Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | 1st Reading | | 2nd Reading | |
| | | X | | Public Hearing: <i>(Enter X in box)</i> | Yes | No | Yes |
| Funding Source: | N/A | | Advertising Requirement: <i>(Enter X in box)</i> | | Yes | | No |
| | | | | | | | X |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | RFP/RFQ/Bid #: | | | | |
| | | X | | | | | |
| Sponsor Name | Mayor Shirley Gibson | | Department: | <i>City Council</i> | | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING MAYOR SHIRLEY GIBSON'S APPOINTMENT OF MELISSA LORRAINE KING, TO THE CITY OF MIAMI GARDENS PROGRESSIVE YOUNG ADULTS COMMITTEE FOR A TERM OF TWO (2) YEARS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with the establishment of the Miami Gardens Progressive Young Adults, Mayor Shirley Gibson, has appointed Melissa Lorraine King for a two year term in accordance with Ordinance No. 2008-19-155.

Proposed Action:

Mayor Shirley Gibson is requesting that City Council ratify the appointment as submitted.

Attachment:

Applicants completed application and resume.

**ITEM J-5) CONSENT AGENDA
RESOLUTION
Mayor Gibson's appointment to
Miami Gardens Progressive Young Adults**

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING MAYOR SHIRLEY GIBSON'S APPOINTMENT OF MELISSA LORRAINE KING, TO THE CITY OF MIAMI GARDENS PROGRESSIVE YOUNG ADULTS FOR A TERM OF TWO (2) YEARS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

1 WHEREAS, the City has established a Miami Gardens Progressive Young Adults
2 ("MGPYA") to serve in an advisory capacity by giving advice to the City Manager and
3 the City Council with respect to issues that affect the City of Miami Gardens' young
4 adults, and

5 WHEREAS, the Mayor and each member of the City Council is to appoint two
6 members to the MGPYA for two (2) and three (3) year terms respectively, and

7 WHEREAS, Mayor Shirley Gibson has appointed, Melissa Lorraine King to the
8 MGPYA for a term of two (2) years, and

9 WHEREAS, it is appropriate for the City Council to ratify Mayor Shirley Gibson's
10 appointment,

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

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

16 Section 2. APPOINTMENT: The City Council of the City of Miami Gardens
17 hereby ratifies Mayor Shirley Gibson's appointment of Melissa Lorraine King to the
18 MGPYA for a term of two (2) years.

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

21 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
22 GARDENS AT ITS REGULAR MEETING HELD ON MAY 26, 2010.

23
24
25
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27

SHIRLEY GIBSON, MAYOR

28
29 ATTEST:

30
31
32
33

RONETTA TAYLOR, CMC, CITY CLERK

34
35
36
37

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

38
39

SPONSORED BY: MAYOR SHIRLEY GIBSON

40
41

MOVED BY: _____

42
43

VOTE: _____

44

| | | |
|-----------------------------------|----------|---------|
| 45 Mayor Shirley Gibson | ___(Yes) | ___(No) |
| 46 Vice Mayor Aaron Campbell | ___(Yes) | ___(No) |
| 47 Councilman Melvin L. Bratton | ___(Yes) | ___(No) |
| 48 Councilman Oliver Gilbert, III | ___(Yes) | ___(No) |
| 49 Councilwoman Barbara Watson | ___(Yes) | ___(No) |
| 50 Councilwoman Sharon Pritchett | ___(Yes) | ___(No) |
| 51 Councilman André Williams | ___(Yes) | ___(No) |

52
53

SKD/yt

54



RECEIVED MAY 19 2010

CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION

1515 NW 167th Street, Bldg. 5, Suite 200
Miami Gardens, FL 33169

Phone No. 305-622-8000
Fax No. 305-622-8001

1. Position sought: Progressive Young Adults Advisory Committee
2. Name: Melissa Lorraine King
(Please print)
3. Home Address: 5411 NW 197th Lane Miami Gardens, FL 33055-1656
4. Business Address: None
5. Employer (if self please state): None
 - a. Job Title: None
 - b. Nature of business: _____
6. Home Phone No. (305) 623-0093 Business Phone No. None
Fax No. _____
7. E-mail Address: leadrmooov@aol.com
8. Education Background:
 - a. High School
Name of School Hialeah High Dates of Attendance Aug 2005 to Jun 2009
 - b. Vocational School
Name of School _____ Dates of Attendance _____
 - c. College
Name of College Honors College at Miami Dade Dates of attendance Aug 2009 to Present
Degree obtained if any Mechanical Engineering Apr 2011

Please provide a copy of your Resume or CV along with this Application.

9. Community Service (attach additional sheets if necessary):
Please see attached

10. Please state your qualifications for position sought (attach additional sheets if necessary):
Please see attached

11. Are you aware of any potential or real conflicts of interest that would prevent you from serving on a City board or committee? If so, please state the nature of the real or potential conflict:

None

12. Are you employed by the City? Yes ___ No xx

13. Are you employed by the Mayor or any of the Council members in their private capacities? ^{NO}

14. Are you a resident of the City? Yes xx No ___

15. Do you own a business in the City? Yes ___ No xx

If yes, please state the name of the business: _____
Is this business a vendor with the City Yes ___ No ___

16. Do you operate a business in the City? Yes ___ No xx

If yes, please state the name of the business: _____
Is this business a vendor with the City Yes ___ No ___

17. Ethnic Origin:
White Non-Hispanic ___ African American x Hispanic American ___ Other _____

18. If there are no vacancies for the board or committee position sought, I would also be interested in serving on the following board(s)/committee(s):

Junior Council Advisory Committee Planning & Zoning
Second choice Third choice

Fourth choice Fifth choice

I certify that the information contained in this Application is true and accurate.

Signature Melissa King
Applicant

Date May 12, 2010

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR

Community Service Achievements
Melissa King
2005 to Present

2005 – 2009

Total Hours: 186 involving the following Air Force JROTC activities:

- Cadet corps volunteer at Veteran's Day Functions, Triangle Park, Miami Shores
- Cadet corps volunteer at Memorial Day Functions, Triangle Park, Miami Shores
- Volunteer cadet in Pass in Review battalion, Traz Powell Stadium, Miami-Dade
- Volunteer Tour Guide at open house and special events, Hialeah High
- Volunteer participant in Haunted House, Milander Park, Hialeah
- Volunteer Color Guard Commander at awards ceremonies, Hialeah High
- Volunteer Color Guard Commander at Battle of the Bands, Milander Park
- Volunteer Color Guard Commander at Chamber of Commerce Function, Miami Lakes
- Volunteer assistant at College Fair helping participants to set up booths

2009 – Present

Total Hours: 22 involving the following activities at Miami Dade Honors College:

- Volunteer, "All-Nighter for Haiti" - fundraising and support event for poverty-stricken victims
- Volunteer participant in fund-raising bake sale event for Haiti
- Volunteer greeter at Miami Dade Book Fair
- Volunteer arts & crafts assistant to children, Miami Dade Book Fair
- Volunteer, "Relay for Life" - fundraising event for American Cancer Society

Activities and Accomplishments Melissa King 2006 to Present

AWARDS AND ACCOMPLISHMENTS

Air Force Junior Reserve Officer Training Corps (AFJROTC):

- 2006 Outstanding Aerospace I Cadet
- 2006 American Veterans Award
- 2005 Air Education Foundation
- 2007 Military Order of World Wars Medal
- 2008 Outstanding Aerospace III Cadet
- 2008 Air Force Association Award
- 2009 Distinguished Cadet
- 2009 Daughters of the American Revolution Award

Miami Dade, Honors College:

- 2009 Community Involvement Certificate
- 2010 Community Involvement Certificate
- 2010 College Representative, Washington Political & Media Seminar, Washington DC
- 2010 College Representative, Florida Honors Council, Gainesville FL

LEADERSHIP EXPERIENCE

Air Force JROTC:

- 2005 – 2006 Support 1st Sergeant
- 2006 – 2007 Flight Commander
- 2007 – 2008 Mission Support Commander
- 2008 – 2009 Deputy Group Commander i/c corps of >150 cadets

Engineering:

- 2007 – 2008 President, TSA (Technology Student Association), Engineering
- 2008 – 2009 Vice President, TSA (Technology Student Association), Engineering

CLUBS

- 2005 Rocketry
- 2005 – 2009 Drill Team
- 2006 Aeronautical Model Association
- 2006 Kittyhawk Honor Society
- 2006 – 2009 Technology Student Association, Engineering
- 2008 – 2009 Book Club
- 2008 – 2009 Drama Club
- 2009 – Present SHPE (Society of Hispanic Professional Engineers)

Qualifications for Position
Progressive Young Adults Advisory Committee Member
Melissa King

I feel I am qualified for the position of Progressive Young Adults Advisory Committee Member as I possess the following qualities:

- Team Player
- Respectful to those in authority
- Positive Role Model
- Honest
- Dependable
- Reliable
- Dedicated
- Ambitious
- Motivated
- Confident
- Positive mental attitude
- Willingness to learn
- Positive attitude towards challenges
- Flexible attitude towards change
- Leadership experience

MELISSA LORRAINE KING

OBJECTIVE

To become a customer-focused, detail oriented, loyal business professional in the field of Aerospace Engineering

EDUCATION

Aug 2009 to Present **Miami Dade Honors College Miami, Florida**
Mechanical Engineering Major - Basic Classes 4.0 GPA First Semester
Graduation expected Apr 30, 2011
Aug 2005 – Jun 2009 **Hialeah High School Hialeah, Florida**
General Classes towards High School Diploma
Graduation Jun 4, 2009 Magna Cum Laude GPA: 4.7 Top 6%
Aug 2002 – Jun 2005 **Lake Stevens Middle School Miami, Florida**
Graduation Jun 2005 Highest Distinguished Honors
Aug 1997 – Jun 2002 **Charles D Wyche Elementary Miami, Florida**
Graduation with Highest Honors Jun 2002

AWARDS AND ACHIEVEMENTS

12 years perfect attendance in Miami Dade Public School 1997 – 2009
2009 Distinguished Cadet Air Force JROTC
2008 - 2009 Vice President: Technology Student Association Engineering Division
2008 –2009 Air Force JROTC Deputy Group Commander 150 cadets
2007-2008 President: Technology Student Association Engineering Division
2008 Air Force Association Award
2008 Outstanding Aerospace III Cadet
2007 Mission Support Commander
2007 Military Order of World Wars Award
2006 Flight Commander
2006 American Veterans Awards
2006 Outstanding Aerospace I Cadet
2005 President of Student Chamber of Commerce
2005 Student representative on EESAC Committee
2005 National Junior Honor Society
2005 Outstanding Award in Music and Aerospace

WORK AND VOLUNTEER EXPERIENCE

Jun 2008 – Aug 2008 Teacher's assistant –Math and Science tutor Teen-4-Kids
Haiti volunteer program Miami Dade College 2010
Accumulated 186 community service hours at several school service activities

INTERESTS AND ACTIVITIES

2010 NASA SEMAA , Kitty Hawk Honor Society, Event planning committee, SHPE
2009 – Air Force JROTC Drill Team, Book Club, Drama Club, Rocketry

REFERENCES

Carter Burrus Director 305 237-1107 Email: eburrus@mdc.edu
Glenwood Barbee Instructor 954 803-3845 Email: FL-9311@afjrotc.net
Ana Simon Teacher Email: asimon78@dadeschools.net



**City of Miami Gardens
Agenda Cover Memo**

| | | | | | | | |
|---|----------------------------|----|--|---|------------------|-------------------------------|------------|
| Council Meeting Date: <i>(Enter X in box)</i> | May 26, 2010 | | Item Type: <i>(Enter X in box)</i> | Resolution | Ordinance | Other | |
| | | | | x | | | |
| Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | 1st Reading | | 2nd Reading | |
| | x | | | Public Hearing: <i>(Enter X in box)</i> | Yes | No | Yes |
| Funding Source: | City Hall Bond | | Advertising Requirement: <i>(Enter X in box)</i> | | Yes | | No |
| | | | | | x | | |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | RFP/RFQ/Bid #: | n/a | | | |
| | X | | | | | | |
| Sponsor Name | City Attorney/City Manager | | Department: | City Attorney/City Manager | | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THAT CERTAIN RETAINER AGREEMENT WITH THE LAW FIRM OF GREENBURG & TRAUIG WITH RESPECT TO BOND COUNSEL REPRESENTATION FOR A \$53,000,000 PUBLIC BUILDINGS BOND; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In order to undertake the City Hall project, it is necessary to commit to several significant expenditures. The will require a major, complicated financing structure/bond issue for the costs of designing, building, equipping, etc. the new facility.

In order to prepare all of the documents associated with a public sale bond issue, it is necessary to have bond counsel draft and/or review all of the documents including the Official Statement, ground and operating leases, bond opinion for IRS purposes, Build America Bonds and Certificates of Participation documents, to name only a few.

The City Council previously authorized the use of Robert Gang of Greenburg Traurig for this purpose, and it is being recommended that the City retain the services of Robert Gang to complete the services, due to his extensive work in Florida on similar bond issues. The cost for services is not to exceed \$120,000.

**ITEM K-1) RESOLUTION
Retainer Agreement w/
Greenberg Traurig, P.A.**

Proposed Action

RECOMMENDATION: To approve the resolution engaging Greenburg Traurig as bond counsel.

Attachment:

Bio of Bob Gang, Greenburg Traurig

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RETAINER AGREEMENT WITH THE LAW FIRM OF GREENBERG TRAUIG, P.A., ATTACHED HERETO AS EXHIBIT "A," WITH RESPECT TO BOND COUNSEL REPRESENTATION FOR A FIFTY-THREE MILLION DOLLARS (\$53,000,000.00) PUBLIC BUILDING BOND; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously authorized the City Manager to issue a formal solicitation for development of a Town Center to include construction of a new city hall, police department and garage, as well as private developments, and

WHEREAS, respondents to the proposals for the City Hall Project, may or may not include, financing for construction of the City's portion of the development, and

WHEREAS, to the extent the City will be required to finance the construction of the public portion of the development, it will be necessary for the City to issue a bond for this purpose, and

WHEREAS, City Council previously authorized the City to retain the services of Robert Gang of Greenberg Traurig, P.A. to serve as bond counsel on an initial basis, in an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00), and

WHEREAS, the City will be required to retain the services of bond counsel as well as disclosure counsel in order to complete the public financing portion of the Project, and

1 WHEREAS, it has been recommended to the City Manager and the City Attorney
2 that the City retain the services of Robert Gang to serve as bond counsel,

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

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

8 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
9 hereby authorizes the Mayor and the City Clerk to execute and attest, respectively, that
10 certain Retainer Agreement with the Law Firm of Greenberg Traurig, P.A., attached
11 hereto as Exhibit "A," with respect to bond counsel representation for a Fifty-Three
12 Million Dollars (\$53,000,000.00) Public Building Bond.

13 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
14 authorized to obtain two (2) fully executed copies of the subject Retainer Agreement,
15 with one (1) to be maintained by the City, and one (1) to be delivered to Greenberg
16 Traurig, P.A.

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

19 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS

20

**Greenberg
Traurig**

Robert C. Gang, Esq.
Tel: (305) 579-0886
Fax: (305) 961-5886
E-Mail: gangr@gtlaw.com

May 14, 2010

Sonja K. Dickens
City Attorney
City of Miami Gardens
1515 NW 167th Street
Building 5, Suite 200
Miami Gardens, Florida 33169

Re: Bond Counsel Services for Miami Gardens Town Center

Dear Sonja:

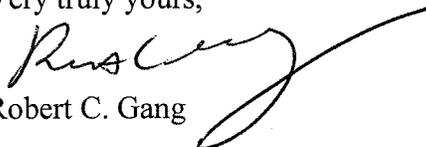
Greenberg Traurig P. A. (the "Firm") is pleased to serve as Bond Counsel to the City of Miami Gardens in connection with the development and financing of its proposed Town Center. As Bond Counsel, the Firm will prepare all resolutions for the City Council, as well as all major financing documents to which the City is a party. We have already established a not for profit leasing company and, assuming that the City utilizes a lease financing structure involving the issuance of certificates of participation ("COP's"), we will prepare all proceedings in which it is involved in the financing. We will also review related development and operating agreements and perform all necessary tax analyses so that we can deliver an approving tax opinion to investors at closing. We contemplate that the financing may be structured as a combination of tax-exempt and taxable Build America Bond obligations. For our work as Bond Counsel in financing of Phase I of the Town Center project we will charge a fee of \$120,000 inclusive of all expenses, except for the cost of binding of transcripts which will be separately billed by the bindery. Bob Gang, a shareholder in our Miami office, will be the responsible attorney for this engagement.

Bond Counsel fees will be due and payable at the closing of the issuance of the COP's to finance Phase I of the Town Center, payable out of proceeds of sale of the COP's. However, if the financing cannot close for any reason other than a decision by the City to discontinue the financing, no fees would be due and payable to the Firm. But if the City should decide to discontinue the financing, our fees will be due and payable within 30 days of receipt of our invoice, at a 10% discount from our regular hourly rates, subject to a cap equal to the fee provided above.

Sonja K. Dickens
City Attorney
City of Miami Gardens
May 14, 2010
Page 2 of 2

If the foregoing is acceptable to the City, please so indicate by having a copy of this letter executed by the Mayor in the space provided below and returning it electronically to the undersigned. We look forward to working with you and City staff on this financing as outlined above.

Very truly yours,


Robert C. Gang

cc: Dr. Danny O. Crew, City Manager

Accepted and agreed to this ____ day of May, 2010.

CITY OF MIAMI GARDENS, FLORIDA

Shirley Gibson
Mayor

180,850,883MIAv 7



**City of Miami Gardens
Agenda Cover Memo**

| | | | | | | | |
|---|--------------------------------|----|--|---|------------------|-------------------------------|-----|
| Council Meeting Date: <i>(Enter X in box)</i> | May 26, 2010 | | Item Type: <i>(Enter X in box)</i> | Resolution | Ordinance | Other | |
| | | | | x | | | |
| Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | 1st Reading | | 2nd Reading | |
| | x | | | Public Hearing: <i>(Enter X in box)</i> | Yes | No | Yes |
| Funding Source: | City Hall Bond | | Advertising Requirement: <i>(Enter X in box)</i> | | Yes | | No |
| | | | | | X | | |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | RFP/RFQ/Bid #: | | | | |
| | x | | | | | | |
| Sponsor Name | City Manager and City Attorney | | Department: | City Attorney/City manager | | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN RETAINER AGREEMENT WITH THE LAW FIRM OF BRYANT, MILLER & OLIVE TO SERVE AS DISCLOSURE COUNSEL WITH RESPECT TO THE ISSUANCE OF A \$53,000,000 PUBLIC BUILDINGS BOND; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In order to undertake the City Hall project, it is necessary to commit to several significant expenditures. The will require a major, complicated financing structure/bond issue for the costs of designing, building, equipping, etc. the new facility

A public bond sale requires extensive diligence on the part of the City in order to issue bonds, or in our case, Certificates of Participation. In addition to the bond counsel, the City is required to have disclosure counsel to satisfy issuance requirements. Jolinda Herring of Bryant Miller and Olive has served in this capacity on prior Florida bond issues and is recommended to serve as disclosure counsel for the City Hall financing. The cost for services will be 80% of the amount paid to the bond counsel.

**ITEM K-2) RESOLUTION
Retainer Agreement w/
Bryant Miller Olive, P.A.**

Proposed Action:

That City Council approves the resolution appointing Jolinda Herring of Bryant Miller and Olive as Disclosure Counsel.

Attachment:

Jolinda Herring Biography

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RETAINER AGREEMENT WITH THE LAW FIRM OF BRYANT MILLER OLIVE, P.A., ATTACHED HERETO AS EXHIBIT "A," TO SERVE AS DISCLOSURE COUNSEL WITH RESPECT TO THE ISSUANCE OF A FIFTY-THREE MILLION DOLLARS (\$53,000,000.00) PUBLIC BUILDING BOND; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously authorized the City Manager to issue a formal solicitation for development of a Town Center to include construction of a new city hall, police department and garage, as well as private developments, and

WHEREAS, in order to undertake the City Hall Project, the City will be required to retain the services of disclosure counsel in order to insure that the City satisfies the issuance requirements for the Bond, and

WHEREAS, it is being recommended that the City utilize the services of JoLinda L. Herring, Esq., of Bryant Miller Olive, P.A., for this purpose, and

WHEREAS, Ms. Herring has extensive background and knowledge in the area of public financing, and has agreed to serve in this capacity for 80% of the amount paid to the bond counsel,

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

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

4 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
5 hereby authorizes the Mayor and the City Clerk to execute and attest, respectively, that
6 certain Retainer Agreement with the Law Firm of Bryant Miller Olive, P.A., attached
7 hereto as Exhibit "A," to serve as disclosure counsel with respect to the issuance of a
8 Fifty-Three Million Dollars (\$53,000,000.00) Public Building Bond.

9 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
10 authorized to obtain two (2) fully executed copies of the subject Retainer Agreement,
11 with one (1) to be maintained by the City, and one (1) to be delivered to Bryant Miller
12 Olive, P.A.

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

15 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS
16 AT ITS REGULAR MEETING HELD ON MAY 26, 2010.

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

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SPONSORED BY: DANNY CREW, CITY MANAGER
SONJA K. DICKENS, CITY ATTORNEY

MOVED BY: _____

VOTE: _____

| | | |
|--------------------------------|----------|---------|
| Mayor Shirley Gibson | ___(Yes) | ___(No) |
| Vice Mayor Aaron Campbell, Jr. | ___(Yes) | ___(No) |
| Councilman Melvin L. Bratton | ___(Yes) | ___(No) |
| Councilman Oliver Gilbert, III | ___(Yes) | ___(No) |
| Councilwoman Barbara Watson | ___(Yes) | ___(No) |
| Councilwoman Sharon Pritchett | ___(Yes) | ___(No) |
| Councilman André Williams | ___(Yes) | ___(No) |

May 18, 2010

Sonja Dickens
City Attorney
City of Miami Gardens
1515 N.W. 167th Street
Building 5, Suite 200
Miami Gardens, Florida 33169

Re: City of Miami Gardens, Florida
Certificates of Participation, Series 2010

Dear Sonja:

The purpose of this letter is to advise you of our fee arrangement and to describe the services we would perform as Disclosure Counsel for debt to be issued by the City of Miami Gardens, Florida (the "Issuer") in connection with the issuance of the above-referenced certificates of participation (the "Certificates"). We understand that the Certificates are being issued for the purpose of financing a portion of the cost of constructing and equipping the City Hall, Police Department and Parking Garage (the "Project"), and that the Certificates will be limited obligations of the Issuer payable solely from lease revenues.

SCOPE OF ENGAGEMENT

In this transaction, we expect to perform the following duties:

1. Prepare all disclosure documents at the request of the Issuer, but only insofar as such documents describe the Certificates and summarize the underlying documents. Assist the Issuer and the Issuer's financial advisor in the preparation of the remaining portions of the disclosure documents. However, we assume no responsibility for the portions of the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistics, projections or data.

Sonja Dickens, City Attorney

May 18, 2010

Page 2

2. Perform due diligence with regard to Issuer financings to assist the Issuer in providing adequate disclosure with respect to Issuer financings.

3. Assist the Issuer and the underwriters in the compliance with federal and state securities laws.

4. Render appropriate opinions to the Issuer pertaining to disclosure as well as a reliance letter to the underwriters.

5. Prepare the Continuing Disclosure Certificate in order to assist the underwriters in complying with the continuing disclosure requirements of Rule 15c2-12.

Our Disclosure Opinion will be addressed to the Issuer and will be delivered by us on the date the Certificates are issued (the "Closing").

The Disclosure Opinion will be based on facts and law existing as of its date. In rendering our Disclosure Opinion, we will rely on the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Certificates. During the course of this engagement, we will rely on the Issuer's staff and officials to provide us with complete and timely information on all developments pertaining to any aspect of the Project, the Certificates and the security for the Certificates.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Preparation of blue sky or investment surveys with respect to the Certificates.
- (b) Investigation or expression of any view as to the creditworthiness of the Issuer, the Certificates, any credit enhancement provider, or the debt instrument; or, providing services related to hedging or derivative financial products (e.g. "swaps" and related documents or opinions).
- (c) Representation of the Issuer in post-closing regulatory investigation or matters.
- (d) Representing the Issuer in Securities and Exchange Commission investigations.
- (e) Addressing any other matter not specifically set forth above that is not required to render our Disclosure Opinion.

CONFLICTS

The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. We have disclosed to the Issuer that we have, and may in the future, serve as bond, disclosure or other counsel to other local governments or otherwise act as underwriter's counsel on public finance matters in Florida. From time to time, we may represent the firms which may underwrite the Issuer's bonds, notes or other obligations (and other financial institutions hired by the Issuer) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and we can effectively represent the Issuer and the discharge of our professional responsibilities to the Issuer will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the Issuer expressly consents to such other representations consistent with the circumstances herein described. The Issuer acknowledges and agrees that our role as bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure counsel, bond counsel, or counsel to other clients of ours will not per se be construed as a conflict or be objectionable to the Issuer. However, the Issuer reserves the right to identify a representation that it finds objectionable in the future, in which case we agree to take appropriate steps to resolve the issue.

ATTORNEY-CLIENT RELATIONSHIP

In this transaction, the Issuer will be our client and an attorney-client relationship will exist between the Issuer and the Firm. We understand that you are serving as City Attorney to the Issuer. In performing our services as Disclosure Counsel, we will represent the interests of the Issuer exclusively. Our representation of the Issuer will not affect, however, our responsibility to render an objective Disclosure Opinion.

Upon the closing of the Certificates transaction, without notice, it will be presumed that our services on that transaction shall be complete, and the Firm will not be actively providing any services under this engagement letter, until requested again by the Issuer or its counsel.

FEES

Our fee will be 80% of the Bond Counsel fee. Our fee will be based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Certificates; (ii) the duties we will undertake pursuant to our engagement letter with the Issuer

Sonja Dickens, City Attorney

May 18, 2010

Page 4

and as described in this letter; (iii) the time we anticipate devoting to the financing in connection therewith; and (iv) the responsibilities we will assume. Our fee may vary: (a) if the principal amount of Certificates actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility.

In addition, we will be reimbursed for all client charges made or incurred in connection with the Certificates. Such costs generally include travel costs, photocopying, document printing, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. Detailed supporting documentation is available upon request for statement billings.

If the financing is not consummated, we understand and agree that we will not be paid our proposed fee; however, we expect that all reasonable out-of-pocket expenses are subject to reimbursement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original letter for your files.

[Remainder of page intentionally left blank]

Sonja Dickens, City Attorney

May 18, 2010

Page 5

To the extent that you do not agree with the disclosures being made in this letter, please advise us as soon as possible and in any event before the Closing. We look forward to working with you on a very successful financing transaction.

BRYANT MILLER OLIVE P.A.



JoLinda Herring, Shareholder

Accepted and Approved:

CITY OF MIAMI GARDENS, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____, 2010



**City of Miami Gardens
Agenda Cover Memo**

| | | | | | | | |
|---|-------------------------------------|----|--|---|-------------------------------------|-------------------------------|------------|
| Council Meeting Date: <i>(Enter X in box)</i> | May 26, 2010 | | Item Type: <i>(Enter X in box)</i> | Resolution | Ordinance | Other | |
| | | | | <input checked="" type="checkbox"/> | | | |
| Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | 1st Reading | | 2nd Reading | |
| | <input checked="" type="checkbox"/> | | | Public Hearing: <i>(Enter X in box)</i> | Yes | No | Yes |
| Funding Source: | City Hall Bond | | Advertising Requirement: <i>(Enter X in box)</i> | | Yes | | No |
| | | | | | <input checked="" type="checkbox"/> | | |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | RFP/RFQ/Bid #: | | | | |
| | <input checked="" type="checkbox"/> | | | | | | |
| Sponsor Name | City Manager and City Attorney | | Department: | City Attorney/City manager | | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN RETAINER AGREEMENT WITH THE UNDERWRITING FIRM OF LOOP CAPITAL TO SERVE AS UNDERWRITER WITH RESPECT TO THE ISSUANCE OF A \$53,000,000 PUBLIC BUILDINGS BOND; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In order to undertake a major financing like the City Hall financing, it is necessary to go to the national market. This requires the services of a national underwriting firm. Loop Capital is the largest minority underwriter in the nation, being based in Chicago with offices in New York.

The underwriter actual buys the bonds at a discount and then markets them to potential investors. By doing so, the assume the risk for the period between sale and resale. The discount is approximately 1.1% of the issue amount. If the sale is not made, there is no compensation for the underwriter.

**ITEM K-3) RESOLUTION
Retainer Agreement w/
Loop Capital Market, LLC**

Proposed Action:

That City Council approves the resolution authorizing the City Manager to engage the services of Loop Capital as the City's underwriter.

Attachment:

Loop Capital Information

RESOLUTION No. 2010-

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3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
5 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST,
6 RESPECTIVELY, THAT CERTAIN RETAINER AGREEMENT
7 WITH THE UNDERWRITING FIRM OF LOOP CAPITAL MARKET,
8 LLC, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR
9 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE
10 ADOPTION OF REPRESENTATIONS; PROVIDING AN
11 EFFECTIVE DATE.

12
13 WHEREAS, in order to undertake the financing of the City Hall Project, the City
14 will require the services of a national underwriting firm to buy the bonds at a discount
15 and then market them to potential investors, and

16 WHEREAS, Loop Capital Market, LLC ("Loop Capital") has agreed to work with
17 the City regarding the financing of the bond, including preparing time tables,
18 coordinating meetings, developing a structure and marketing plan and coordinating with
19 other financing team members, and

20 WHEREAS, the City Council would like to authorize the City Manager to retain
21 the services of Loop Capital as underwriter,

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

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

27 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
28 hereby authorizes the City Manager and the City Clerk of execute and attest,

- | | | | |
|---|--------------------------------|----------|---------|
| 1 | Vice Mayor Aaron Campbell, Jr. | ___(Yes) | ___(No) |
| 2 | Councilman Melvin L. Bratton | ___(Yes) | ___(No) |
| 3 | Councilman Oliver Gilbert, III | ___(Yes) | ___(No) |
| 4 | Councilwoman Barbara Watson | ___(Yes) | ___(No) |
| 5 | Councilwoman Sharon Pritchett | ___(Yes) | ___(No) |
| 6 | Councilman André Williams | ___(Yes) | ___(No) |
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Welcome, Friday, May 14, 2010

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Loop Capital is a creative and highly client-focused provider of a broad range of integrated capital solutions for corporate, governmental, and institutional entities. We serve clients on a global basis, with headquarters in Chicago and offices in Baltimore, Charlotte, Cleveland, Dallas, Detroit, Hartford, Houston, Indianapolis, Los Angeles, Newark, New Orleans, New York City, Orlando, San Francisco, San Antonio, Tampa, Washington, D.C and West Palm Beach. Our staff of over 100 experienced professionals is known for its uncompromising commitment to individualized client service and for the exceptional results that commitment produces.

We believe – and our clients report – that four key strengths distinguish us from the competition: our people, distribution, underwriting abilities and capital.

People. Experience and a strong client-focus are the two common traits of all our sales, trading and underwriting professionals. On average, each of our professionals has 22 years of institutional experience. They have joined Loop Capital from virtually all of the big name financial services firms with the belief that the best way to succeed is to first make certain your client succeeds. Our rapidly growing staff is now nearing the 150-person mark.

Distribution. We provide our clients the finest distribution capabilities and coverage, effectively broadening the base of high-quality investors and providing access to new avenues of demand. Our institutional sales force – one of the most experienced in the industry – provides direct coverage of over 450 first, second, third, and fourth tier institutional accounts.

Underwriting. Loop Capital has the prerequisite expertise to lead transactions and the financial resources to commit to the key areas we underwrite. We are known for providing innovative solutions in challenging situations through a process that includes: meticulous development of market and investor intelligence; underwriting bonds; providing secondary market support on all underwritten issues; creating an open line of communication with investors and credit dynamics; and broadening retail and institutional distribution for underwritten deals.

Capital. Financial strength is key to the effectiveness of any investment

banking and brokerage firm. At Loop Capital, we are extensively capitalized, with a capital base including significant equity capital, subordinated debt and secured bank lines of credit. As a result, we are well prepared to support our clients' financing and investment activities with capital.

May 14, 2010

Dr. Danny O. Crew
City Manager
City of Miami Gardens
1515 NW 167th Street, Suite 200
Miami Gardens, Florida 33169

Re: Loop Capital Markets Engagement Letter

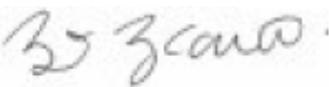
Dear Dr. Crew :

Loop Capital Markets LLC ("Loop Capital") is pleased to confirm its engagement by the City of Miami Gardens ("City") to serve as sole underwriter of its proposed \$53,000,000 issuance of the Series 2010 Certificates of Participation (the "Bonds"). It is anticipated that the Bonds will be sold by negotiation in the Fall of 2010. This letter represents a statement of intent by the parties, and is not a binding contract unless and until a formal Bond Purchase Agreement and other related documents have been signed. Prior to the signing of the Bond Purchase Agreement, either party has the right, without penalty to withdraw from this engagement.

Loop Capital will work with the City to achieve the successful sale of the bonds at the lowest borrowing cost. In fulfilling this goal, Loop Capital will perform the normal functions of a managing underwriter consistent with industry standards. During the course of this engagement, Loop Capital will work with City on all matters related to the financing including, but not limited to, preparation of timetables and coordinating meetings; development of structuring and marketing plans; coordination with other financing team members; making presentations to bond insurers or other credit providers, ratings agencies and investors; development of retention and takedown designation policies; development of pricing procedures to be used before and during the order period; development of bond allocations; policies for post-sale support; and reporting to City staff as to post-sale performance. In providing these services, Loop Capital is acting as underwriter of the Bonds and not as a financial advisor to the City.

Thank you for the opportunity to serve as underwriter on this transaction. We look forward to working with you on this engagement.

Sincerely,
Loop Capital Markets



Margaret Lezcano
Managing Director

Accepted:

Dr. Danny O. Crew, City Manager
City of Miami Gardens

Staff Monthly Report April-May 2010

CITY MANAGER

- Working on contracts, agreements, etc. for the City Hall project. These include bond counsel, disclosure council, underwriter, architect and commissioning agent.
- Prepares RFP for Building Commissioning Agent as required under U.S. Green Building Council's Leadership in Environmental and Engineering Design program (LEED).
- Met with preliminary design architects to review building approach.
- Reviewed the Green Building Design and Construction guidelines for application to the new city hall complex.
- Attended a meeting held by CITT Working Group regarding funding from C.I.T.T. It appears likely that the City will receive its allocation of ½ cent tax funds for FY 20011.
- Took additional actions to reduce the current budget.
- Began work on narrative material for the FY 2011 budget process.
- Attended the State of the City report event at Florida Memorial.
- Received a petition from the Florida Public Employees Relation Commission (PERC) indicating that they received a petition from the FOP for a unionization election.
- Received two proposals through the Beacon Council for real estate services for the Warren Henry properties.

FINANCE DEPARTMENT (Patty Varney)

1. Completed the annual compliance filing with the Florida Department of Financial Services in reporting abandoned property. This is the first time the City did the filing, and while reconciling with the vendors on the stale checks, the City was able to cancel \$47,206.14 outstanding checks which was actually cashed by the vendors.
2. Working on projection of FY 2011 salaries and fringe benefits.
3. Work with departments in preparing the FY 2011 budget projections, both operating and capital needs.

4. Completed and submitted to Florida Department of Financial Services the City's Annual Financial Report for fiscal year ended 9/30/09
5. Submitted and accepted by the US. Department of Commerce for reporting on "Audits of States, Local Government and Non-Profit Organizations for fiscal year ending 2009".
6. Applied to Government Finance Officers Association for the Comprehensive Annual Financial Reporting Award and the Popular Annual Financial Reporting Award for fiscal year ended 9/30/10

Attached is the financial report and analysis for the month of March. Revenue and expenditures should reflect a 58.33%. Any important variances are explained in the attached analysis. The attached report is compiled on category basis and by Fund and also includes a comparison of last year's revenue and expenses for the same period.

Based on the current revenue trend in the General Fund, it is estimated that shortfall will be recognized in the following revenues categories: state revenues (Sales Tax, State Revenue sharing), utility taxes (electricity, gas and telecommunication), franchise fees (gas and electricity), and other revenues such as recreation fees, and code enforcement fines. The Governor signed the bill for "Red Light Camera" in to law; this will also impact the City's revenue dramatically effective July, 2010. The City Manager is meeting with American Traffic Solution to discuss the agreement so that it will be in compliance with the law. Under this new law, the City will also have to remit to the State their share of the revenue weekly. A shortfall of approximately \$2.0 million may recognize in General Fund for year-end between revenues and expenditures. In the Transportation Fund, gas tax revenue may also present a shortfall of \$120,000 which may impact the fund to experience a deficit. As to building permits, it is projected that this revenue may recognize an additional \$600,000 in revenue than budgeted, and therefore will reduce the subsidy require from the General Fund to the Development Services Fund.

As of April 30, 2010, the City has total investments in the amount of \$12,679,451. Of this amount, \$6,830,649 is with Wachovia which is available cash to fund for the operating expenses. The City holds a CD with the Bank of America in the amount of \$2.6 million earning 0.16%. This is a requirement from our bond requirement and that is the highest and safest rate of return the City can obtain. The other investment is with Community Bank of Florida, a \$3 million certificate of deposit earning 1.18%. The City still has approximately \$44,942.25 in market value with the State Board of Administration and \$203,861 in tax certificates with Dade County.

GENERAL FUND

Revenues as of April 30, 2010

| | | FY 2010 | FY 2010 | % | | FY 2009 | FY 2009 | % |
|---------------------------------------|---|-------------------|-------------------|---------------|--|-------------------|-------------------|---------------|
| | | Budget | YTD Revenues | of Budget | | Budget | YTD Revenues | of Budget |
| <i>Property Tax</i> | | 23,089,178 | 19,771,733 | 85.63% | | 23,608,249 | 20,015,299 | 84.78% |
| <i>Utility Tax</i> | 1 | 11,276,242 | 4,721,559 | 41.87% | | 9,890,000 | 4,797,960 | 48.51% |
| <i>Franchise Fees</i> | 2 | 5,809,802 | 603,891 | 10.39% | | 5,511,428 | 660,389 | 11.98% |
| <i>Permits/License Tax/Other Fees</i> | 3 | 1,925,000 | 1,449,522 | 75.30% | | 1,830,000 | 1,336,579 | 73.04% |
| <i>Intergovernmental Revenue</i> | 4 | 11,716,230 | 4,965,349 | 42.38% | | 10,739,309 | 4,928,792 | 45.89% |
| <i>Charges for Services</i> | 5 | 3,231,509 | 1,315,433 | 40.71% | | 2,955,046 | 1,781,387 | 60.28% |
| <i>Fines & Forfeitures</i> | 6 | 2,537,000 | 2,242,083 | 88.38% | | 1,251,000 | 838,048 | 66.99% |
| <i>Miscellaneous Revenues</i> | 7 | 1,535,000 | 1,089,403 | 70.97% | | 1,010,000 | 627,597 | 62.14% |
| <i>Non-Operating Revenues</i> | | 11,227,434 | 956,118 | 8.52% | | 18,442,948 | 7,602,878 | 41.22% |
| TOTAL | | 72,347,395 | 37,115,092 | 51.30% | | 75,237,980 | 42,588,927 | 56.61% |

- ¹ Variance of utility tax between the two fiscal year is attributed to telecommunication tax and electric utility tax when compared to FY 2008 for the same period of time.
- ² Electric franchise fees which consists of 71.5% of the budget in this category is received once a year in around August.
- ³ Increase in Permits/License revenues when compared to FY 2008 is mainly attributed to increase in revenue generated under Certificate of Use, and the new fee established for Certificate for Re-occupancy.
- ⁴ Revenue derived from State Revenue Sharing and half cents sales still lagging compared to budget. However, for the month of April, sales tax shows a slight increase. Revenue received in FY 2010 compared to FY 2009 for the same period of time is a little higher, mainly attributed to the reimbursement of the Bryne Grant for police overtime.
- ⁵ Lower percentage is reflected as 50% of revenue in this category is derived from Jazz in the Gardens. Recreation fees is still behind compared to FY 2009 for the same period of time. Current estimate that a shortfall of approximately \$50,000 may occur should this trend continues.
- ⁶ Increase in this category is mainly attributed to the fines collected for the "Red Light Camera".
- ⁷ Miscellaneous revenues is much higher in FY 2009 due to the loan proceeds of \$7,300,000 for the purchase of the Warren Henry property.

GENERAL FUND

Expenditures as of April 30, 2010

| | | FY 2010 | FY 2010 | % | | FY 2009 | FY 2009 | % |
|-----------------------------------|---|-------------------|----------------------|---------------|--|-------------------|----------------------|---------------|
| | | Budget | YTD Expenses | of Budget | | Budget | YTD Expenses | of Budget |
| <i>Personnel Expenses</i> | 1 | 39,550,499 | 24,725,205 | 62.52% | | 37,503,059 | 21,286,884 | 56.76% |
| <i>Operating Expenses</i> | 2 | 6,364,723 | 4,207,445 | 66.11% | | 7,645,257 | 4,434,914 | 58.01% |
| <i>Capital Outlay</i> | 3 | 500,359 | 40,311 | 8.06% | | 8,551,394 | 7,974,090 | 93.25% |
| <i>Grants and Aids</i> | | 97,587 | 34,125 | 34.97% | | 0 | 0 | 0.00% |
| <i>Other Uses</i> | | 16,619,841 | 9,301,578 | 55.97% | | 11,623,754 | 6,262,920 | 53.88% |
| <i>Emergency Reserve Build Up</i> | | 9,214,386 | 0 | 0.00% | | 9,879,517 | 0 | 0.00% |
| TOTAL | | 72,347,395 | 38,308,662.97 | 52.95% | | 75,202,981 | 39,958,808.09 | 53.13% |

- ¹ There is exactly 11 remaining pay period for FY 2010. The percentage expensed should be 57.69%. The higher percentage being expensed is attributed to under estimate of police salaries and overtime, and two full time positions in the Recreation department.
- ² Expenditures are higher than than 50% is attributed to the expenditures spent for Jazz in the Gardens. When compared to FY 2009, the expenditure for the same period of time is actually is little bit lower in FY 2010
- ³ Expenditures was higher for FY 2009 than FY 2010 is mainly attributed to the purchase of the Warren Henry property.

TRANSPORTATION FUND

Revenues as of April 30, 2010

| | | <i>FY 2010</i> | <i>FY 2010</i> | <i>%</i> | | <i>FY 2009</i> | <i>FY 2009</i> | <i>%</i> |
|---------------------------------------|---|------------------|---------------------|------------------|--|------------------|---------------------|------------------|
| | | <i>Budget</i> | <i>YTD Revenues</i> | <i>of Budget</i> | | <i>Budget</i> | <i>YTD Revenues</i> | <i>of Budget</i> |
| <i>Local Option Gas Tax</i> | 1 | 2,335,000 | 1,077,835 | 46.16% | | 2,295,000 | 1,064,315 | 46.38% |
| <i>Permits/License Tax/Other Fees</i> | | 95,000 | 36,413 | 38.33% | | 5,000 | 1,510 | 30.20% |
| <i>Intergovernmental Revenue</i> | 2 | 985,000 | 449,414 | 45.63% | | 754,750 | 459,261 | 60.85% |
| <i>Charges for Services</i> | | 5,200 | 1,346 | 25.89% | | 2,200 | 3,230 | 146.81% |
| <i>Miscellaneous Revenues</i> | 3 | 29,969 | 4,771 | 15.92% | | 26,000 | 9,010 | 34.65% |
| <i>Non-Operating Revenues</i> | | 986,166 | 308,980 | 31.33% | | 1,250,696 | 189,707 | 15.17% |
| TOTAL | | 4,436,335 | 1,878,758 | 42.35% | | 4,333,646 | 1,727,033 | 39.85% |

¹ Local Option Gas Tax distribution is lagging by one month. The revenue is slightly lower than projected as it should reflect 50% of budget.

² Lower Intergovernmental Revenue is attributed to lower State Revenue Sharing distributions.

³ Miscellaneous revenues is lower than FY 2009 due to lower cash flow and interest rate of return.

TRANSPORTATION FUND

Expenditures as of April 30,, 2010

| | | <i>FY 2010</i> | <i>FY 2010</i> | <i>%</i> | | <i>FY 2009</i> | <i>FY 2009</i> | <i>%</i> |
|---------------------------|---|--------------------|---------------------|------------------|--|------------------|---------------------|------------------|
| | | <i>Budget</i> | <i>YTD Expenses</i> | <i>of Budget</i> | | <i>Budget</i> | <i>YTD Expenses</i> | <i>of Budget</i> |
| <i>Personnel Expenses</i> | | \$2,029,209 | \$1,180,171 | 58.16% | | 1,825,607 | 950,075 | 52.04% |
| <i>Operating Expenses</i> | 1 | \$568,328 | \$457,546 | 80.51% | | 1,089,706 | 564,195 | 51.77% |
| <i>Capital Outlay</i> | | \$107,585 | \$13,745 | 12.78% | | 57,846 | 13,722 | 23.72% |
| <i>Debt Service</i> | 2 | \$0 | \$0 | 0.00% | | 298,878 | 298,878 | 100.00% |
| <i>Other Uses</i> | | \$1,731,213 | \$839,162 | 48.47% | | 1,061,610 | 465,252 | 43.83% |
| TOTAL | | \$4,436,335 | 2,490,623.77 | 56.14% | | 4,333,647 | 2,292,121.60 | 52.89% |

¹ Higher expenditure percentage is mainly due to purchase of road and landscape materials.

² QNIP debt payment is budgeted in the Debt Service Fund for FY 2010, therefore, no debt payment is being reflected.

DEVELOPMENT SERVICES FUND

Revenues as of April 30, 2010

| | | FY 2010 <i>Budget</i> | FY 2010 <i>YTD Revenues</i> | % | | FY 2009 <i>Budget</i> | FY 2009 <i>YTD Revenues</i> | % |
|---------------------------------------|---|--------------------------|--------------------------------|------------------|--|--------------------------|--------------------------------|------------------|
| | | | | <i>of Budget</i> | | | | <i>of Budget</i> |
| <i>Permits/License Tax/Other Fees</i> | 1 | 2,429,000 | 2,042,652 | 84.09% | | 1,724,000 | 1,343,414 | 77.92% |
| <i>Charges for Services</i> | 2 | 0 | 959 | 0.00% | | 222,000 | 58,243 | 26.24% |
| <i>Miscellaneous Revenues</i> | | 6,100 | 1,268 | 20.78% | | 38,626 | 9,285 | 24.04% |
| <i>Non-Operating Revenues</i> | | 1,813,211 | 964,592 | 53.20% | | 1,890,496 | 781,086 | 41.32% |
| TOTAL | | 4,248,311 | 3,009,470 | 70.84% | | 3,875,122 | 2,192,028 | 56.57% |

¹ More permit activities in FY 2010 reflecting in higher revenues, especially permits issued for Calder's construction and over \$200,000 permit fees received from the City of North Miami Beach for their water treatment plant.

² Charges for services in FY 2009 is for the surcharge by the State and the County. This is not a revenue source for the City as the amount collected has to be remitted to the County or State. In FY 2010, fees collected are recognized at the balance sheet and not as a revenue source. The \$959 recognized in this category is for unsafe structure charges.

DEVELOPMENT SERVICES FUND

Expenditures as of April 30, 2010

| | | FY 2010 <i>Budget</i> | FY 2010 <i>YTD Expenses</i> | % | | FY 2009 <i>Budget</i> | FY 2009 <i>YTD Expenses</i> | % |
|---------------------------|---|--------------------------|--------------------------------|------------------|--|--------------------------|--------------------------------|------------------|
| | | | | <i>of Budget</i> | | | | <i>of Budget</i> |
| <i>Personnel Expenses</i> | 1 | 2,568,063 | 1,360,803 | 52.99% | | 2,632,519 | 1,476,490 | 56.09% |
| <i>Operating Expenses</i> | 2 | 217,997 | 95,777 | 43.94% | | 579,483 | 319,633 | 55.16% |
| <i>Capital Outlay</i> | | 14,566 | 1,478 | 10.15% | | 19,377 | 1,500 | 7.74% |
| <i>Other Uses</i> | | 1,447,685 | 649,631 | 44.87% | | 643,743 | 374,935 | 58.24% |
| TOTAL | | 4,248,311 | 2,107,690 | 49.61% | | 3,875,122 | 2,172,558 | 56.06% |

¹ The Building Services Division Director was vacant for the month of October, and the position of the Code and Building Services Director was vacant for the first two months in October.

² Expenditures in FY 2009 is higher mainly attributed to contractual service and legal advertising cost. Surcharge imposed by the County and State of which is a pass through from what the City was collected is recognized as an expenditures in FY 2009, while in FY 2010 it is treated as a liability and recognized in the balance sheet instead of revenue and expenditures.

GENERAL SERVICES FUND

Expenditures as of April 30, 2010

| | <i>FY 2010 Budget</i> | <i>FY 2010 YTD Expenses</i> | <i>% of Budget</i> | <i>FY 2009 Budget</i> | <i>FY 2009 YTD Expenses</i> | <i>% of Budget</i> |
|---------------------------|---------------------------|---------------------------------|------------------------|---------------------------|---------------------------------|------------------------|
| <i>Personnel Expenses</i> | 1,404,337 | 807,841 | 57.52% | 1,330,131 | 702,572 | 52.82% |
| <i>Operating Expenses</i> | 4,696,115 | 2,185,945 | 46.55% | 4,415,461 | 2,574,690 | 58.31% |
| <i>Capital Outlay</i> | 1,478,339 | 975,339 | 65.98% | 1,778,554 | 1,002,460 | 56.36% |
| <i>Other Uses</i> | 1,612,312 | 871,057 | 54.03% | 930,020 | 18,500 | 1.99% |
| TOTAL | 9,191,103 | 4,840,181 | 52.66% | 8,454,166 | 4,298,222 | 50.84% |

All categories of expenditures are within budget allocation

Revenue from the General Services Fund is mainly derived from interfund transfers from the General Fund, Stormwater Fund, Building Services Fund and Transportation Fund.

CAPITAL PROJECTS FUND

Expenditures as of April 30 2010

| | <i>FY 2010 Budget</i> | <i>FY 2010 YTD Expenses</i> | <i>% of Budget</i> | <i>FY 2009 Budget</i> | <i>FY 2009 YTD Expenses</i> | <i>% of Budget</i> |
|---------------------------|---------------------------|---------------------------------|------------------------|---------------------------|---------------------------------|------------------------|
| <i>Personnel Expenses</i> | 449,783 | 269,233 | 59.86% | 347,719 | 143,533 | 41.28% |
| <i>Operating Expenses</i> | 267,865 | 56,972 | 21.27% | 784,029 | 389,321 | 49.66% |
| <i>Capital Outlay</i> | 25,835,570 | 4,649,503 | 18.00% | 54,996,191 | 7,821,218 | 0.00% |
| <i>Other Uses</i> | 194,463 | 109,450 | 56.28% | 72,078 | 35,339 | 49.03% |
| TOTAL | 26,747,681 | 5,085,158 | 19.01% | 56,200,017 | 8,389,410 | 14.93% |

Revenues from Capital Projects Fund are either from grants or transfer from General Fund.

STORMWATER FUND

Revenues as of April 30, 2010

| | | <i>FY 2010</i> | <i>FY 2010</i> | <i>%</i> | | <i>FY 2009</i> | <i>FY 2009</i> | <i>%</i> |
|---------------------------------------|---|------------------|---------------------|------------------|--|------------------|---------------------|------------------|
| | | <i>Budget</i> | <i>YTD Revenues</i> | <i>of Budget</i> | | <i>Budget</i> | <i>YTD Revenues</i> | <i>of Budget</i> |
| <i>Permits/License Tax/Other Fees</i> | 1 | 3,395,000 | 1,167,666 | 34.39% | | 3,395,000 | 1,571,615 | 46.29% |
| <i>Grant</i> | | 163,275 | 0 | 0.00% | | 100,000 | 0 | 0.00% |
| <i>Charges for Services</i> | | 40,000 | 40,205 | 100.51% | | 0 | 0 | 0.00% |
| <i>Miscellaneous Revenues</i> | | 74,643 | 35,112 | 47.04% | | 25,000 | 31,915 | 127.66% |
| <i>Non-Operating Revenues</i> | 2 | 1,399,331 | 76,290 | 5.45% | | 0 | 0 | 0.00% |
| TOTAL | | 5,072,249 | 1,319,272 | 26.01% | | 3,520,000 | 1,603,530 | 45.55% |

¹ More permitting fees were issued in FY 2010

² This category includes the drawdown of bond proceeds for the purchase of a front-end loader.

STORMWATER FUND

Expenditures as of April 30, 2010

| | | <i>FY 2010</i> | <i>FY 2010</i> | <i>%</i> | | <i>FY 2009</i> | <i>FY 2009</i> | <i>%</i> |
|---------------------------|---|------------------|---------------------|------------------|--|------------------|---------------------|------------------|
| | | <i>Budget</i> | <i>YTD Expenses</i> | <i>of Budget</i> | | <i>Budget</i> | <i>YTD Expenses</i> | <i>of Budget</i> |
| <i>Personnel Expenses</i> | | 791,945 | 485,391 | 61.29% | | 639,438 | 308,697 | 48.28% |
| <i>Operating Expenses</i> | 1 | 937,376 | 180,050 | 19.21% | | 1,640,839 | 486,352 | 29.64% |
| <i>Capital Outlay</i> | | 649,263 | 152,234 | 23.45% | | 158,485 | 315,834 | 199.28% |
| <i>Debt Service</i> | | 665,889 | 180,670 | 0.00% | | 657,474 | 174,220 | 0.00% |
| <i>Other Uses</i> | | 2,027,776 | 381,565 | 18.82% | | 424,064 | 105,502 | 24.88% |
| TOTAL | | 5,072,249 | 1,379,910 | 27.21% | | 3,520,300 | 1,390,605 | 39.50% |

¹ Operating expenses are lower than budgeted is mainly attributed to very minimal professional service have been utilized for the year.

HUMAN RESOURCES (Taren Kinglee)

Completed the 2010 E-4 Survey of Government Employment

Coordinated the recruitment efforts for the Parks department summer staffing

Staff attended the Florida League of Cities Hurricane Preparedness Symposium

Held 10-hour OSHA training class for 45 employees from Parks and Public Works

Work with Fleet department to complete Parks Department vehicle inspections

Distributed Outside Employment Consent Form to departments

Consultation with outside council through Florida League of City regarding pending litigations including deposition for cases.

Responded to several public records request.

Held several meetings with department supervisors regarding recruitment, discipline and performance management. Developed job descriptions, administered benefits, responded to salary/benefit surveys, etc.

| Monthly Statistics | Sep-Oct | Oct-Nov | Nov-Dec | Dec-Jan | Jan-Feb | Feb-Mar | Mar-Apr | Apr-May | May-Jun | Jun-Jul | Jul-Aug | Aug-Sep |
|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Applications/resumes received | 704 | 366 | 371 | 250 | 139 | 67 | 209 | 279 | | | | |
| Positions Advertised | 7 | 5 | 5 | 2 | 2 | 3 | 1 | 5 | | | | |
| Interviews Conducted | 60 | 54 | 37 | 68 | 61 | 15 | 29 | 16 | | | | |
| Pre-employ Physicals | 27 | 8 | 18 | 9 | 18 | 6 | 10 | 7 | | | | |
| Background/Reference Checks | 10 | 9 | 4 | 167 | 103 | 13 | 13 | 46 | | | | |
| New Hires | 13 | 8 | 2 | 2 | 7 | 6 | 1 | 1 | | | | |
| Workers Comp Claims | 22 | 18 | 7 | 15 | 16 | 14 | 23 | 21 | | | | |
| Exit Interviews | 1 | 2 | 1 | 1 | 1 | 1 | 2 | 1 | | | | |
| Promotions | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | | | | |

DEPUTY CITY MANAGER FOR PUBLIC SERVICES (Renee Farmer)

Police Department/School Crossing Guard

Worked with staff re: the following:

- Hurricane Preparedness
- Nuisance Abatement Board
- Building Renovation Close out
- Budget Preparation
- UASI Grant management
- Fleet Asset Management
- Law Beat 34 project

Building and Code Compliance

Worked with staff to advance the following projects:

- Eden Re-structuring
- Crystal Reports Training
- Lot Clearing and Board up process analysis
- Budget Preparation
- Law Beat 34 project
- LDR Training
- Automation
- AARP Volunteer
- Special Events Ordinance Preparation

Information Technology

- Eden functionality by department
- Budget Preparations

Other

Education Compact 501c-3
Staff Communications Forum 2010

Participated in the following Meetings/Committees (outside agency meetings):

UASI Meeting
CITT

POLICE DEPARTMENT (Chief Matt Boyd)

Police Department Staff

TOTAL BUDGETED POSITIONS: 258
TOTAL HIRED TO DATE: 255

- 1 Chief
- 1 Deputy Chief
- 3 Majors
- 9 Captains
- 28 Sergeants
- 158 Police Officers (1 vacant position)
- 10 Community Service Aides (1 vacant position)
- 16 Telecommunications Operators
- 2 Telecommunications Supervisors
- 1 Telecommunications Manager
- 1 Records Supervisor

- 3 Records Clerks (1 vacant position)
- 1 Executive Secretary
- 6 Administrative Assistants
- 2 Property Control Officers
- 1 Facilities Manager
- 1 Custodian
- 1 Court Liaison/Off Duty
- 2 Crime Analysts
- 1 Administrative Analyst
- 1 Investigative Assistant
- 1 Crime Scene Supervisor
- 5 Crime Scene Technicians

The monthly activity for the Operations Division for the month of April 2010 is as follows:

ARRESTS:

- FELONY 70
- MISDEMEANOR 209
- TRAFFIC 313
- DUI 01
- WARRANT 44

TOTAL ARREST 637

CITATIONS:

- MOVING 558
- NON-MOVING 1114
- PARKING 140

TOTAL 1812

FIELD INTERVIEW CARDS 1574

TOTAL CALLS RESPONDED TO 7352

REPORTS WRITTEN 2201

TRAFFIC CRASHES 223

The monthly activity for the Support Services Division for the month of April 2010 is as follows:

Property and Evidence, Number of property items processed:

290 - Property Receipts Processed
24 - Property Receipts Rejected

| | |
|-------------------|--|
| <u>16</u> | - Property Released |
| <u>77</u> | - Property out to Lab |
| <u>0</u> | - Property to be Disposed |
| <u>6</u> | - Lab Runs to MDPD |
| <u>\$9,378.24</u> | - Cash Impounded |
| <u>42</u> | - Firearms Impounded *not counting CSI direct -delivered to lab. |

Number of reports processed and number of requests made at window for records:

Reports Processed 2,208 / Walkup Requests at Window 1,083 / Mail Logged In 464 / Fingerprints 34 / Background Checks 89 / Amount Collected At the Window \$145,097.49.

Number of calls received by dispatch:

CAD Calls = 10,579 / Phone Calls = 12,575 / FCIC Entries = 213 /

Training hours = 2 hours (FCIC re-certification classes)

Overtime Hours = 381 Temp Hours = 0

Court Liaison and Off-Duty

978 subpoenas stamped and placed in the officers' mailboxes.
 389 off duty personnel processed and entered into Eden for payroll processing.
 6 off duty vendor requests processed.
 30 dispositions stamped and placed in the officers' mailboxes.

The monthly activity for the Investigations Division for the month of April 2010 is as follows:

Arrests – Total: 373

| | | |
|---------------------------|--------------|--|
| Felonies – | 119 | |
| Misdemeanor – | 155 | |
| Truants Returned- | 0 | |
| U.S. Currency Seized – | \$10,617.00 | |
| Vehicles Recovered – | 15 | |
| Vehicles Recovered Value- | \$315,000.00 | |
| Vehicles Processed- | 9 | |
| Property Recovered Value- | 0 | |
| Firearms Seized – | 13 | |
| Search Warrants | 1 | |

Total Cases Assigned 423 **Closed** 175 (+45 UNF) **Rate**
 46.3%

Scenes Processed by Crime Scene Investigations Unit- 128

Capital Improvement Projects (Brandon DeCaro)

Administration Items:

- V. Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds into appropriate active project. Letter requesting GOB transfer was sent from the City Manager. **County requested additional information and a revised letter have been issued.**
- V Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds for the FF&E for the MG Community Center. Additional information was submitted to the County on 4/13/10. **County distributed proposed contract to City with some unacceptable terms. Meeting scheduled with Commissioner Jordan's office on 5/25/10 to resolve contract issues.**

Public Meetings:

- Staff attended Rolling Oaks Crime Watch meeting on 4/21/10 to update community about all park projects.
- Staff met with Miami-Dade Water & Sewer Department to coordinate Conveyance Documents and the installation of the permanent water meter.

Art in Public Places (AIPP): Planning Phase – Christina Goetzman

- Miami-Dade County Art in Public Places Staff has submitted letter designating funds to be released to the City for Scott Park (\$3,900.00), Brentwood Park (11,494.36), and Audrey J. King Park (11,997.40). Meeting will be held with Vernita Nelson and staff to discuss options for allocation of funds.
- Miami-Dade County AIPP Staff has submitted proposal for assisting the City in the implementation of AIPP at Miami Gardens Community Center. Meeting with staff to discuss terms of proposal took place on 11/23/09. Revised proposal submitted by County on 11/30/09. Proposal reviewed by City staff and City Attorney. An agenda item has been drafted and will be presented to Mayor and Council for approval at Council Meeting on 01/13/10.
- Item was approved by Mayor and Council during the 01/13/10 Council Meeting.
- **Acceptance Letter mailed to Miami-Dade County AIPP on 05/03/10.**
- **Kick-off meeting with AIPP staff scheduled for 05/27/10.**

CAPITAL IMPROVEMENT PROJECTS:

New City Hall: Planning Phase – Jimmie Allen & Brandan DeCaro

- Preliminary Program and cost estimate reviewed by CIP Director and City Manager.
- Review of Space Allocation & Building Program occurred 09/14/09, 09/15/09 & 9/16/09.
- Miami Garden's staff met with the Developer, Contractor and Architect on 8/13/09 to discuss the program for the proposed Town Center Project. The project will include the new City Hall, Police Department Building and Parking Garage.

- All staff comments received and incorporated into building programs. The revised program was provided to the developer on 09/24/09. Coordination Meetings with Developers Team on 10/09/09 & 10/15/09.
- The program for the buildings was review, and revised with the City Manager, Deputy Manager & Assistant Managers.
- City Council Workshop held on 11/18/09 for proposed City Hall and new Police Building.
- Workshop held on 3/02/10 to study the city planning for the project.
- City Planning Concept presentation was given during the 4/14/10 City Council Meeting.
- **City Council approves preparation of RFQ for construction of City Hall and development of City Center during 4/28/10 meeting.**
- **Staff working on the assemblage of documentation to establish a desk top draft of the RFQ based on discussions with City Staff. Staff scheduled to deliver Criteria Documents to City Manager on 5/24/10.**

Demolition of Wachovia Building Site: Bid Phase – Brandan DeCaro

- Schedule, planning options & preliminary estimate for site improvements has been reviewed by City Manager & Deputy Manager.
- Bid advertised on 9/8/31/09; Pre-bid meeting on 09/09/09;
- Bids were opened on 09/26/09.
- Award of Demolition is on hold pending decision by City Council regarding the options for the proposed City Hall & Police Building.
- **Demolition will be included in City Hall construction to coordinate LEED qualifications.**

Police Building Major Interiors Construction: Close-out Phase – Jimmie Allen

- The Building Department has not issued the Final Certificate of Occupancy for all of the work under Miami Skylines Contract.
- Staff met with the contractor and submitted requests for pricing to perform required electrical changes to A/C Units at the roof and services to label and tag all building panels on 3/26/10.
- The contractor is pricing the work requested as of 4/16/10.
- Direction was been provided to the contractor to make adjustments to an accessible window in the facility on 4/1/10.
- On 4/1/10, the contractor prepared permit applications to renew open permits for project close out. Meeting between Building Department, Police Department and CIP staff occurred 4/15/10.
- **The Building, Electrical and Plumbing building permits were renewed on 5/07/10.**
- **Staff met with the Contractor 5/12/2010 regarding electrical repairs and upgrades to the Police Building rooftop units. Also met on 5/12/2010 regarding lowering the window at the lobby access to the Records Unit. The contractor is prepared to start the work immediately and needs to schedule his work when PD staff is available to provide them access to the facility. The window work is required to be performed between Friday evening & Monday mornings to avoid public access impact and disruption. The**

electrical repairs and upgrades to the rooftop units can be independently scheduled concurrent with the window work.

- **A proposal for the work has been submitted and is under review by staff so it can be finalized.**
- Miami Skyline Construction is still pending final negotiations and final payment.

Fueling Facility & Storm Drainage: Construction Document Phase 85% – Jimmie Allen

- WASD and DERM review for original scope completed June 2009.
- A/E responded to the three environmental concerns from DERM. Portion of new storm drainage system will have to be re-designed as a result of DERM review.
- A/E has provided fee proposals for revising the scope of the work for storm drainage.
- The Report of the testing submitted to DERM was responded to 1/20/10. Two letters were forwarded reflecting the status of the review with conditions. The City will be required to issue to DERM within 60 days a mitigation plan along with additional testing specified in their letters dated June 19, 2009 and January 11, 2010. DERM has briefly indicated that the drainage portion of the project can run concurrently with the required clean up of the contaminated soil on site.
- City Staff prepared a letter for the City Manager, which was sent to DERM on 3/05/10. The City would prefer to conduct the additional testing required by DERM before proceeding with the removal of the contaminated soil. DERM accepted the response from the City on 3/09/10.
- **Purchase Order was issued and the sampling conducted the week of 4/15/10.**
- **On 4/16/10, URS the consultant provided preliminary findings for staff review resulting from the recent testing performed. Additional sampling will be taken due to the negative test results and this will require a time extension from DERM.**
- **The Environmental Assessment Report Addendum has been prepared regarding the additional contaminant assessment required by DERM. The Addendum was submitted to DERM on 5/11/10. The response from DERM is pending.**
- URS submitted spreadsheet with all costs associated for the project so the City can decide how to move forward with the various aspects of the project. **The City will defer the redesign for the Fueling Facility until the issues with the contaminated soil removal have been resolved.**
- A Fuel Management System has been proposed and the CIP office has reviewed the system. CIP staff has requested URS to provide cost impact to incorporate an equivalent system into the project that will provide the City with a method of managing fuel use and consumption.
- Staff will shortly engage URS to begin the project re-design to incorporate all new programmatic issues associated with the proposed Fuel Management system and the DERM environmental issues.

Miami Gardens Community Center (MGCC): Construction 99% complete – Jimmie Allen

- **A/E has completed all Punch Lists for the main building, the site and the ancillary buildings. The architect performed the balance of the Punch List re-inspections for all buildings the week of 5/7/10. The contractor has completed 99% of all Punch List Items.**
- **Final inspections by public agencies have been ongoing:**
 - **Miami Dade County Water & Sewer (MDWASD) - Approved, water meters pending**
 - **Miami Dade County Fire Department - Approved**
 - **CMG Mechanical Inspections - Approved**
- **Staff met with MDWASD regarding securing permanent water meters. City Council approved the Conveyance Documentation supplied from MDWASD in order for the CMG to secure permanent service. Once the City Attorney provides final opinion of title it will be delivered to MDWASD and the connection fees will have to be provided by the City.**
- **The three Restroom/Concessions Buildings have achieved Substantial Completion and the punch list was issued by the Architect. The final inspection for the buildings was completed.**
- **The equipment in the pool pump room has been completed. All of the pool systems have been started tested and are functioning. The final inspection for all of the equipment was performed and approved by the pool consultant on 4/14/10. The Department of Health inspection will be scheduled when issues related to the pool slide containment gate have been resolved. This item is pending and will affect pool approval and opening.**
- **The track & football field are complete.**
- **NFL Grant for \$250,000 was requested now that the sports surface and lighting installation is complete. The City received a check for \$200,000 from the NFL Grant. The remaining \$50,000 will be reimbursed once the bleachers are completed.**
- **Bleachers and Press Box Contractor received the Notice to Proceed on 10/26/09 and the firm has begun the design and preparation of the Construction Documents for permitting and installation. The Firm has 135 days to complete the work from the NTP date. Staff met with Bleacher contractor on 11/06/09 and the construction documents were submitted for Internal Departmental review during the week of 11/16/09.**
- **Staff met with Bleacher Contractor on 5/11/2010. The Building Permit has been issued. The contractor has submitted a revised schedule and will begin construction on 5/24/10.**
- **Parking Lot light fixtures have been installed, inspected and approved as of 5/11/10.**
- **The final inspection for the irrigation system was completed by the Landscape Architect the week of 4/12/10. All work has been approved and staff was trained on the equipment on 5/11/10.**
- **The contractor requested a 118 day time extension, which was approved during the 11/11/09 City Council Meeting. Additional time was considered for delays due to additional requirements by the Miami Dade Fire Department during their final inspection.**

- The FF&E List was developed and the 3,000,000 for the FF&E funding was submitted to the County in December 2010. **The contract with the County GOB Office for the FF&E funding is pending.**
- **Data Center installation:** Electrical and Mechanical was completed and final inspections approved on 3/16/10. The Miami Dade Fire Department approved the fire suppression system for the data system on 4/9/10. The installer submitted the approved plans for CMG installation permits on 4/14/10. **The building permit was issued on 5/13/10. The work is expected to be completed within 3 days of permit issuance. Final Fire Department inspection is the final step to closing out the fire suppression work once completed.**
- **Low Voltage Wiring Installations:** The work is 100% complete for the voice and data systems.
- **Sound System:** The system is 100% complete and has been reviewed by the sound consultant and a final Punch List has been issued. The installation was completed and training of the staff was performed on 5/11/10.
- **Access control, intrusion and cameras systems:** The work is 99% completed. All hardware is installed and functioning as required. The hardware was programmed at the site and is awaiting final connectivity and interface with the City PD systems. Several attempted intrusions have occurred over the past weeks and recorded images have been obtained.

Miami Gardens Community Center Amphitheatre: Design 95% completed – Brandan DeCaro

- Proposal for MGCC Amphitheatre project submitted for Safe Neighborhood Parks (SNP) Grant in July. Project recommended for grant funding by SNP Oversight Committee on 8/18/09.
- City Council approved required project matching funds at meeting on 10/14/09.
- Negotiation with MGCC A/E for design of Amphitheatre was completed 11/10/09.
- The A/E contract for the Amphitheatre was approved during the 12/09/09 City Council Meeting.
- The Notice to Proceed for the A/E was issued on 2/08/10.
- The Schematic Design Review Meeting was held on 2/22/10.
- The A/E's Design Development documents were submitted 4/9/10.
- **The A/E 100% Construction Document submittal was made 5/7/10. Staff review was performed and comments forwarded back to the A/E.**
- **The Construction Doc's were submitted to the County agencies for review on 5/10/10. The Construction Doc's were submitted to the Miami Gardens Building Department on 5/12/10.**

Rolling Oaks Park: Design Phase 60% completed – Brandan DeCaro

- Phase I Improvements include: Installation of 2 athletic fields, new entrance and turn-around, new parking and overflow parking lots, fencing, and concession/restroom facility.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised CDs submitted to CIP staff for review 4/15/09.
- DERM - Tree removal permit approved.

- Miami-Dade County Fire - Plans approved for permitting.
- Department of Health - Plans approved for permitting.
- MDWASD & North Miami Beach sewer connection pending final approval.
- Sewer pipe up-grade requested by DERM. Survey information & pipe as-built's provided to DERM so that pipe up-grade will not be required. DERM approval received in June, 2009.
- Miami Gardens Building Department submittal pending.
- Negotiating Additional Service with A/E for completion of Construction Documents.
- Terminated A/E during 11/10/09 Council Meeting.
- Negotiated conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**
- **Purchase of additional land for new main entrance from Miami Gardens Drive is in progress.**

Bunche Park & Pool: Design Phase 80% completed – Brandan DeCaro

- Phase I Improvements include: Construction of entire pool parcel including pool house, parking paving/stripping/drainage, lighting, fencing, landscaping, and signage.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised Construction Doc's submitted to CIP staff for review 4/15/09.
- County Fire - Plans approved for permitting.
- WASD – Water & Sewer connection reviewed and approved.
- DERM - Review for Water & Sewer completed. Surface water permit approved. Payment for all DERM Permit Fees completed 7/14/09.
- Construction Doc's were submitted to Miami Gardens Building Department on 7/30/09. Building Department and Public Works comments received. A/E response to the comments is pending.
- A/E terminated during 11/10/09 Council Meeting.
- Negotiations conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**

North Dade Optimist Park: Design 100% completed, Bid Phase started – Anthony Smith

- Phase I Improvements include: Construction of new 3,000 sq. ft. building including six restrooms, small concession/kitchenette, and storage rooms; paved parking lot with 114 spaces including drainage, irrigation and landscaping, football field & sports lighting relocation and minor landscaping; and construction of a sewer lift station.
- Parks plans approved by Miami-Dade Fire. Reviewed by DERM and MDWASD. Additional information requested and accepted 5/08/09. Final approval pending.
- Lift Station - Received approval by MDWASD and DERM.
- Construction Doc's for the Recreation Building & Lift Station submitted to the CMG Building Department for review on 5/27/09.
- A/E has addressed comments from MG Building Department and DERM.

- Plans resubmitted to the MG Building Department for 2nd review on 9/01/09.
- A/E started work for additional services to add a new fence around the property, gates at entrances, irrigation system and building elevations.
- Construction Doc's re-submitted to the MG Building Department for 3rd Review on 11/03/09. Re-submittal included all additional service work.
- The Construction Documents for the Recreation Building and site was approved by the MG Building Department on 11/10/09.
- The Construction Documents for Lift Station approved by the MG Building Dept on 12/29/09.
- The Construction Documents for the Recreation Building were denied approval by the MG Public Works on 1/06/10. AE currently addressing comments.
- The Construction Documents were re-submitted to the MG Building Department to address MG Public Works Department comments on 02/10/10.
- The Construction Documents for the Recreation Building were approved by the MG Public Works on 2/23/10.
- **The bid advertisement is pending the reconciliation of the project budget.**

Norwood Park & Pool - Pool Building Renovation: Close-out 100% — Anthony Smith

- Repair work for Pool Building was temporarily on hold until scope for pool piping replacement could be determined.
- Change request and proposal for additional work was approved 5/4/09. Repair work for the Pool Building commenced 5/14/09. Painting completed 6/05/09.
- Punch List Inspection on 09/15/09; re-inspected on 10/15/09. Punch List complete 12/10/09.
- Building Department approved final inspection for door replacement on 12/10/09.
- All Pool House work has been completed.
- **The reimbursement from the Grant Agency (SNP) is pending.**

Norwood Park & Pool- Pipe Replacement Project: Construction 90% complete - Anthony Smith

- Design Kick-off Meeting for Piping Replacement Project on 6/18/09.
- Final Construction Doc's completed and submitted to CIP staff on 7/31/09.
- Construction Doc's submitted to MDWASD, MD Fire, DERM & Miami Gardens Building Department for review on 7/31/09. MD Fire and DERM approval received in August.
- Construction Doc's submitted to Health Department on 8/13/09.
- Resubmitted to MG Building Department on 09/10/09, 9/24/09 & 10/08/09.
- Plans were approved by the Health Department on 11/09/09.
- The revised plans with Health Department approval were re-submitted to the MG Building Department on 11/12/09. Plans were approved by the MG Building Department on 11/17/09.
- Project advertised for Bidding on 11/9/09. Bids were opened on 12/10/09.
- City Council approved and awarded construction contract on 1/13/10.
- Pre-Construction/Kick-off meeting was held on 1/21/10.
- The Construction renovation and pool piping replacement construction commenced on 1/28/10.

- The installation of the domestic plumbing & pool piping is completed. Punch List work is underway.
- The revised construction documents for the pool grounding system have been approved by MG Building Department and the work has been completed.
- The existing main drain for the pool was found to be leaking when the pressure test was conducted. The Health Department approval for the new drain detail & pipe replacement was received 4/19/10.
- **The revised drawings for the new main drain were approval by the MG Building Department on 4/27/10. The change order for this new work will be presented to City Council at the Council Meeting on 6/09/10. The construction for the new main drain is underway.**
- **City staff will look at potential areas of concern for electrical deficiencies in the Pool House that will prevent occupancy of the facility. This work shall be done under a separate contract in order for the MG Building Department to finalize all associated permits and issue a Certificate of Completion for the piping replacement.**

Miami Carol City Park: Construction 58% completed – Anthony Smith

- Contractor for new Recreation Building and Site Improvements on hold pending final approval of site utility plans from WASD and DERM.
 - WASD Water & Sewer Agreement to 4/08/09 City Council Meeting. County Attorneys denied minor revision requested by City Attorney. Submittal of Water & Sewer Agreement pending up-dated "Opinion of Title". Revised Water & Sewer Agreement accepted by WASD on 6/04/09.
 - MDWASD, DERM and Miami-Dade Public Works approval received week of 9/07/09.
 - Final submittal to MG Building Department on 9/18/09. Construction Documents approved by Miami Gardens Building Department. Miami Gardens Public Works approval pending.
 - Kick-off meeting held with contractor, Portland Construction. Miami Gardens Building Permit issued 10/15/09 and construction began on 11/02/09.
 - The underground plumbing and electrical were underway December 2009.
 - The property address of the new Recreation Building has been changed by the MG Planning & Zoning and Miami-Dade County's Property Appraisal Departments to reflect accurate location.
- Certified copy of sheets submitted to Miami-Dade as a revision for review on 1/8/10 because the County permit number had expired. Miami Dade-Fire Dept. approved the drawings on 1/12/10.
- A Preconstruction meeting with Miami Dade County Water and Sewer (MDWASD) and MG Public Works Department for the sewer line installation was held on 2/09/10. Miami Dade Public Works has postponed planned county roadway improvements to the right-of-way until after the MG General Contractor completes all off-site work associated with this project.
 - Sewer line and manhole installation is completed and the roads have been repaved.
 - Shell of the Recreation Building was completed March, 2010.
 - **The installation of the back flow preventor is complete.**

- The installation of the metal roof is complete.
- The installation of the mechanical, electrical and plumbing rough is underway.
- The installation of the studs for the interior partitions is underway.

Miami Carol City Park Sports Lighting: Design Phase 100%, Bid Phase started - Anthony Smith

- Replacement of existing Sports Lighting for baseball and football fields identified in Federal Energy Block Grant. CIP developed cost estimate and schedule for light fixture replacement.
- Miami Garden's staff met with Musco Sports Lighting at the park to review scope and schedule on 2/02/10. Cost proposal received from Musco on 2/05/10.
- Light replacement cost proposal approved during the City Council Meeting on 2/24/10.
- The Musco contract was signed and returned to the City.
- The Construction Drawings (CD's) have been approved by CMG staff.
- **The Construction Drawings (CD's) were approved by the MG Building Department on 4/12/10.**
- **The project was advertised for bid on 5/11/10. The bid opening is scheduled for 6/03/10.**

Generator Installation at various Parks: Construction Phase started – Anthony Smith

- Developing scope for the installation of transfer switch for emergency generators at several Parks.
- Projects advertised for bid on 1/20/10.
- Pre-bid and site visit with contractors held on 1/27/10.
- Bid opening for electrical work for transfer switches for portable generators held on 2/11/10.
- The Purchase Order has been issued. Construction Kick-off Meeting was held on 3/30/10.
- **Construction Doc's submitted to the MG Building Department for review on 4/27/10. The contractor's response to the comments is pending.**

A.J. King Park Playground Replacement: Planning Phase 50% – Brandan DeCaro

- New playground proposal received for SNP Grant application.
- V. Nelson and B. DeCaro attended the Safe Neighborhood Parks (SNP) Oversight Committee Meeting on 1/29/10 and received approval for funding for the new playground installation.
- **Project planning and scheduled has been coordinated with Parks Department. Schedule to be developed by CIP. Playground design is being finalized.**
- **SNP Grant Contract for matching funds was approved by City Council during 5/12/10 Council Meeting.**

Brentwood Park Sports Lighting Football Field: Planning Phase 50% - B. DeCaro / Jimmie Allen

- CIP & Parks Staff met with Electrical Engineer & representatives from Musco Lighting at Park on 4/14/10 to discuss the proposed project. Engineer determined there is enough existing electrical power for Musco light fixtures for football field & future basketball courts.
- **CIP staff has developed Master Site Plan to coordinate location of football field, new light poles, future basketball courts and all future components. Master Site Plan completed on 5/01/10 for staff review.**
- **Musco Lighting is developing design for sports fixtures. Musco will provide proposal for fabrication of fixtures and electrical design on 5/28/10. The Musco proposal will be presented to the City Council for approval in June.**

BUILDING AND CODE ENFORCEMENT (Sharon Ragoonan)

REVENUES:

| | |
|---------------------------------|----------------------|
| Building Permits | \$ 194,225.23 |
| Certificate of Occupancies (CO) | \$ 325.99 |
| 40 Year Recertification | <u>\$ 0.00</u> |
| TOTAL | \$ 194,551.22 |

EXPENDITURES:

| | |
|--|----------------------|
| Salaries & Wages | \$ 103,199.79 |
| Personnel Benefits | \$ 31,328.11 |
| Contract Services | \$ 6,646.25 |
| <i>(Professional Services)</i> | |
| Operating Expenditures/Expenses | \$ 490.44 |
| <i>(Travel & Per Diem; Postage & Freight Utilities; Rentals & Leases, etc.)</i> | |
| Operating Expenditures/Expenses | \$ 1,325.99 |
| <i>(Supplies; Other Operating Expenses; Uniforms; Books; Education & Training, etc.)</i> | |
| Capital Outlay | 0.00 |
| Other Uses | <u>\$74,522.67</u> |
| TOTAL | \$ 217,513.25 |

PERMIT APPLICATIONS SUBMITTED:

| | |
|----------------------------|-----|
| Building | 265 |
| Certificate of Occupancies | 22 |
| Demolition | 4 |
| Electrical | 93 |
| MDC Permit Closures | 8 |
| Mechanical | 54 |

| | |
|--------------|------------|
| Plumbing | 62 |
| Zoning | <u>13</u> |
| TOTAL | 521 |

INSPECTIONS PERFORMED:

CITY STAFF

| | |
|------------|-----|
| Building | 648 |
| Electrical | 171 |
| Mechanical | 53 |
| Plumbing | 171 |

PROFESSIONAL SERVICES

| | |
|--------------|-------------|
| Electrical | 17 |
| Plumbing | <u>0</u> |
| TOTAL | 1060 |

UNSAFE STRUCTURES CASES:

| | |
|---------------|----------|
| Issued | 4 |
| Board Hearing | <u>0</u> |
| TOTAL | 4 |

MONTHLY REPORT TO CENSUS BUREAU FOR NEW CONSTRUCTION:

| | |
|-----------------------------------|------------------------|
| Commercial Permits | 0 |
| Total – Construction Value | \$ 0.00 |
| Residential Permits | 11 |
| Total – Construction Value | \$ 1,049,252.00 |

MAJOR PROJECTS:

1. Taurus Project: inspections performed on a timely basis
2. D R Horton Coconut Cay: plans, permits and inspections performed on a timely basis.
3. EDEN Overhaul in progress
4. Homeowners – Bill of Rights: Resolution scheduled for adoption by Council on May 26, 2010
5. Permitting Guide in progress

CODE ENFORCEMENT (Roderick Potter)

The following administrative, enforcement and licensing highlights are for efforts from March 2010 / April 2010:

- Code Compliance hosted a site visit for the Kids And the Power Of Work (KAPOW) program.

- Started a pilot program for the Code Supervisor's using Access Database as the next step in the Code officer automation process.
- Conducted the monthly management field zone review.
- Acknowledged Administrative Assistants Day.
- Code Compliance Division has started a Guest Satisfaction Committee to improve customer service.
- Code Compliance Supervisor and area Officer attended the Rolling Oaks, Norwood, Andover, Scott Lake and Rainbow Park / Bunche Park Neighborhood community association meetings.
- Code Compliance Supervisor and area Officer attended the Venetian Gardens Neighborhood crime watch meeting.
- Continued co-op meetings with Miami Dade County Solid Waste representatives to resolve issues and expedite bulky waste pick-up.
- Conducted the monthly Housing Division meeting.
- Conducted monthly general staff meeting and weekly management staff meeting.

PERSONNEL

Staff Development:

- All CEO's attended the Gold Coast Association of Code Enforcement (GCACE) network and training.
- The Code Compliance Division completed a team building and visioning exercise which consisted of a project gallery walk.
- Conducted divisional customer service training with FedEx.
- Housing Inspector Guillermo Diaz attended a Business Grammar and Writing class.
- Licensing & Permit Clerk Kristy Cross assumed a role as an acting Housing Inspector.
- Division Director, License & Housing Mgr. and Business Officer attended the Florida Association of Business Tax Officials (FABTO) conference (License & Housing Mgr. and Business Officer have been certified as Business Tax Officials).
- License & Housing Mgr. has received Florida Association of Code Enforcement level II certification.

| <u>CODE Stats:</u> | <u>Jan 10</u> | <u>Feb 10</u> | <u>Mar 10</u> | <u>Apr 10</u> |
|--------------------------------|----------------------|----------------------|----------------------|----------------------|
| Business Tax Receipt | 64 | 55 | 79 | 45 |
| Inspections | | | | |
| Certificate of Use Inspections | 62 | 55 | 79 | 45 |
| Landlord Permit Inspections | 7 | 74 | 464 | 31 |
| Warning Notices Issued | 325 | 438 | 364 | 189 |
| Civil Violation Notices Issued | 221 | 128 | 188 | 468 |
| Re-Inspections | 396 | 501 | 598 | 288 |
| Special Master Hearings | 28 | 23 | 17 | 19 |
| Massey Hearings | 50 | 42 | 73 | 45 |
| Lien Reduction Amnesty | 6 | 9 | 9 | 12 |
| Request Hearings | | | | |
| Extension Requests | 36 | 37 | 50 | 33 |
| Complaints Received | 134 | 170 | 193 | 153 |
| Proactive Cases | 301 | 257 | 387 | 162 |
| Cases Closed Within 30 Days | 111 | 171 | 170 | 124 |
| Cases Closed Within 60 Days | 12 | 11 | 14 | 1 |
| Cases Closed Within 90 Days | 13 | 31 | 14 | 5 |
| Special Operations-Code | 34 | 9 | 4 | 18 |
| Special Events | 5 | 4 | 2 | 2 |
| Illegal Signs Removed | 517 | 707 | 839 | 793 |
| Phone Calls Received by CEOs | 229 | 333 | 359 | 212 |
| Parking Tickets Issued | 34 | 34 | 25 | 12 |
| Lien Searches | 109 | 129 | 144 | 152 |
| Joint Operations-MGPD | 14 | 4 | 0 | 0 |
| PD Requests for CE | 21 | 22 | 18 | 26 |
| Storm water Postings | 0 | 0 | 0 | 0 |
| Abandoned Vehicles - Tagged | 32 | 31 | 35 | 15 |
| Abandoned Vehicles - Towed | 6 | 4 | 7 | 0 |

| <u>Licensing Stats</u> | <u>Jan 09</u> | <u>Feb 10</u> | <u>Mar 10</u> | <u>Apr 10</u> |
|-------------------------------|----------------------|----------------------|----------------------|----------------------|
| New Business Tax Receipts | 40 | 66 | 100 | 42 |
| New Certificates of Use | 29 | 46 | 49 | 30 |
| New Alarm Permit Accounts | 61 | 38 | 52 | 53 |
| New Landlord Permit Accounts | 54 | 8 | 7 | 12 |
| Business Tax Receipts Issued | 139 | 208 | 188 | 135 |
| Certificates of Use Issued | 132 | 158 | 169 | 121 |
| Alarm Permits Issued | 108 | 33 | 21 | 18 |
| Landlord Permits Issued | 1 | 33 | 307 | 94 |

| <u>Housing Stats</u> | <u>Jan 10</u> | <u>Feb 10</u> | <u>Mar 10</u> | <u>Apr 10</u> |
|--|---------------|---------------|---------------|---------------|
| Re-occupancy Inspections | 51 | 45 | 47 | 58 |
| Re-occupancy Certificates issued | 50 | 43 | 55 | 57 |
| Administrative Foreclosure Inspections | 0 | 8 | 15 | 0 |

Note: All totals are from beginning to end of month.

SCHOOL CROSSING GUARDS (SGC) (Cherise Alicia)

Tasks Completed:

- **Community Safety Fair 2010**

Meetings Attended:

- Departmental mtg. w/DCM Renee Farmer
- Director's Mtg.-
- SCG Employee Staff Mtg.- 4/16/10 & 5/7/10
- Agenda Review/ Staff Meeting –
- CTST Meeting- 04/05/10

Meetings scheduled:

- CTST Coalition Meeting – April 5, 2010

Misc:

Friday, April 23, 2010- Car Seat Safety Class- Presentation for parents and caregivers on seat belt safety and proper usage. **7 attended.**

Friday, April 23, 2010- Relay For Life- Staff participated in Walk-a-thon for Cancer.

Saturday, April 24, 2010- Car Seat Check-up Event- was held at "Family Fun Day Picnic" sponsored by Antioch Baptist Church of Carol City. Parents and Caregivers including those that attended the Family Safety class came out to have their car seats inspected. Those in need were provided car seats. Assisted **82 Families were assisted, educational materials were given.**

Employee Incident Reports:

- **Total: 0**

Terminations: 0 Resignations: 0 New Hires: 0

ASSISTANT CITY MANAGER (Vernita Nelson)

- Media & Events Division – Completed Sponsorship Coordinator Agreement for 2001 Jazz in the Gardens music festival.

- Capital Improvement Projects Department – Continue to assist with capital improvement projects; assisted in preparation of agenda items; leading efforts to navigate through the county’s Safe Neighborhood Parks and Building Better Communities Bond processes to secure funding contracts.
- Miami Gardens / Opa Locka Youth Violence Initiative – Coalition monthly meeting held on May 11th.
- Public Works Department – Assisted in preparation of agenda items; Participated in Public Works Week celebration
- Weekly Department/Division Meetings
- City Manager’s Office – Oversight of the Employee of the Month Program; Assisting with FY 2011 budget preparation.
- Facilities – Phase 1 and 2 of Signage Plan for city hall is complete. Stenciling has been updated on all main office doors and façade signs have been placed in strategic locations around the city hall campus.
- Progressive Young Adults Committee – Members are assisting staff with the Census 2010 “Be Counted” public awareness campaign. Committee meetings are held every 3rd Sunday of the month.

Additional Meetings:

- 4/18 – Progressive Young Adults Committee
- 4/20 – Rolling Oaks Crime Watch; Youth Violence Prevention Coalition Alcohol Awareness Community
- 4/23 – ASPA Best Practices Conference ; Relay for Life
- 4/28 – Council Meeting
- 4/29 -- Mercedes Benz Corporate Run
- 5/10 – Meeting with Miami-Dade WASA
- 5/11 –Miami Gardens Community Center Town Hall Meeting; MGPD Explorer Open House
- 5/12 – Council Meeting
- 5/13 – State of the City Address

COMMUNITY OUTREACH (Lillie Q. Odom)

- Assisting with the AARP Senior Community Service Employment Program.
- Coordinating a paint project for a citizen’s wall on NW 175 Street as referred by Code Compliance. Partners are: Ms. Brice, from Parkway Middle School and the school’s Art Teacher and their Community Specialist. Each home owner was contacted and approval was granted from them to paint the wall with a theme. Rachel TaalibDeen, Project Director for Youth Violence Prevention at Miami Gardens

was instrumental in the making sure all the partners were informed. The project started Tuesday, May 18 thru May 21, 2010. All the students involved were excited about the project.

- Coordinating a Historical Event city-wide; by utilizing the participation of the residents, organizations and business in the city to share their historical story of the city. Scheduled for May 20, 2010, to be held in the council chambers: 6:30 - 8:30 pm. This event is as a result of Resolution No. 2009-201-1147, sponsored by Councilman Melvin L. Bratton.

Community and Committee Meetings attended

- April 14, 2010- Attended the Elderly Affairs Monthly Meeting.
- April 14, 2010 – Attended the North Dade Middle School location meeting, held in the school’s Library – Outcome is that the middle school will remain at the North Miami High until this school year is over and will return to the Miami Gardens area at the Carol City High School’s old facility.
- April 21, 2010 – Participated in the Census Campaign.
- April 22, 2010 - Assisted and participated with the Relay for Life Event
- May 4, 2010 - Attended the War on Poverty Committee meeting held at Florida Memorial University _ “Building Healthy Communities”
- May 5, 2010 - Meeting at Parkway to complete the plans for the Painting project.
- May 11, 2010 – Meeting with the Communication Forum committee.
- May 11, 2010 - Attended the Town Hall at Florida Memorial University
- May 12, 2010 – Attended a meeting with the Relay for Life Committee.
- May 13, 2010 – Attended the City’s State of the Address, held at Florida Memorial University.
- May 14, 2010 – conducted a meeting for the Historical Event to be held May 20, 2010 .
- May 17, 2010- Attended a bi-weekly meeting; reference to division.
- May 19, 2010 - Attended the Elderly Affairs meeting.
- May 19, 2010 – Participated in the Commission for Women’s Discussion.

MEDIA AND SPECIAL EVENTS Coordinator (Ula Zucker)

- Completed the April issue of the Community Newspaper. The May issue is available online at www.communitynewspapers.com. At present we are working on the June issue.
- Closing out the books on the 2010 Jazz in the Gardens event (reconciling invoices and recapping event) and issued a new production contract for the 2011 Jazz in the Gardens event. We have already executed the 2011 sponsorship consultation/acquisition contract and sponsorship solicitation for the event has already started and is in progress.
- Staff has been assisting Miss Abigail Williams, Miss Miami Gardens 2010, with her Miss Florida competition preparations. Orientation for the Miss Miami Gardens Pageant is the weekend of May 22-23, 2010. Preparations include paperwork, wardrobe, talent, fundraising and a mix of other elements for the upcoming Miss Florida Pageant. The Miss Florida Pageant is July 7-10, 2010. For more information about Miss Miami Gardens, visit www.missmiamigardens.com.
- The Mayor's State of the City Address was held on Thursday, May 13th, 2010, from 10a.m. to 12p.m. at the Low Rawls Performing Arts Theater located on the Florida Memorial University Campus. Approximately 400 people attended the affair. This year, attendees were given an herbal plant as a token of appreciation from the City.
- The 6th Annual Memorial Day Breakfast hosted by Councilman Melvin Bratton, will be held at the Smith Conference Center located on the Florida Memorial University Campus on Memorial Day, Monday, May 31st, 2010, at 8:30am. Everyone attending has been asked to RSVP to gbernandez@miamigardens-fl.gov.
- We have finalized our FY 2010-2011 budgets according to what was requested by the finance department. All our budget items have been fully turned in on time.
- Ula and Stephanie attended the BizBash Events conference at the Fort Lauderdale Convention Center. Conference sessions/seminars including Trends in Events, Fundraising, Event Design, Catering, Production and a Vendor Trade Show.
- We are currently structuring a plan to produce the Arts and Culture Festival that will be sponsored by Councilwoman Watson. This event is slated to take place between the summer and fall 2010.
- NorthStar has presented three creative concepts for the City as part of their contractual commitment to assist us in branding the City. We are still in the process of reviewing these concepts and will choose one of three which best exemplifies the City as we wish to market it as a community and destination brand. The City Manager currently has these concepts and will decide along with a team of peers which concept best represents the City of Miami Gardens.

- Our public relations efforts are ongoing. Please see the Community Outreach Department for press clippings, pictures or items of the sort. We are also placing advertisement and purchasing media for other departments.

PURCHASING (Pam Thompson)

1. Prepared and issued eight bid/RFP:
Home Rehabilitation 2835 NW 168th Terrace
Home Rehabilitation 1421 NW 202nd Street
Annual Contract Lot Clearing/Lot Mowing Services
Annual Contract Emergency Board-up Services
Purchase & Delivery of Gymnasium & Track & Field Equipment
Purchase & Delivery of Football Field Equipment
Installation of Musco Fixtures @ Miami Carol City Park
Repair & Resurfacing Norwood Pool Deck
2. Prepared and issued two quotations:
Structural Support Addition
Purchase PD Hubcaps
3. Preparing specifications for the following:
Annual Contract for Storm Drain & Canal Maintenance
Installation of Security System – City Hall
Annual Contract Purchase Plants & Trees
Re-issue Fitness & Health Management
Annual Contract for Catering Services
NW 183rd Street Improvements
Demolition Services – Mt. Hermon Church, 2245 West Bunche Park Dr.
4. Issued 133 Purchase Orders
5. Continue to maintain Fixed Assets (ongoing)
6. Continue to order and assist with auditing fuel card program
7. Continue to train and assist City staff on Eden software
8. Continue entering contracts into Contract Management (ongoing)
9. Continue assisting vendors with on-line vendor registration Bids & Quotes – bid vendors (ongoing)
10. Continue to add current contracts to Procurement Web Page
11. Attended FAPPO annual conference 5/1-5/10

| Purchases \$25,000-\$50,000 | | | |
|-----------------------------|----------------------------|--------------------------------------|-------------|
| Date | Vendor | Service/Project | Amount |
| 5/12/10 | Matty's Sports | Sports Equipment | \$39,428.75 |
| 4/27/10 | Principal Decision Systems | Software | \$47,800.00 |
| 4/27/10 | Seico Construction | NSP 3590 NW 181 st Street | \$49,067.00 |

INFORMATION TECHNOLOGY (Ronald McKenzie)

IT Dept Overview

This Status report covers the activities of the Information Technology Department for the period from 04/20/2010 through 05/20/2010. It is organized into the following areas:

- Significant Accomplishments
- Significant Issues
- Schedule Status
- Travel Activity

Accomplishments from Month:

- Significant Accomplishments
 - Served as Leader and Organizer for the Relay for Life and Corporate Run team building activities for the city. Both events were well represented by city staff. We won awards for both events. For Relay for Life we won the "Spirit Award" for being the team showing the most spirit and teamwork throughout the event. We also raised over \$4000 for the cause. For the Corporate Run we had about 90 paid employees participating and over 100 employees and family members at the event. We also won 1st Place for the most colorful shirt.
 - We began our pilot program providing Computer training to senior citizens using IT staff from my department, at the Parks. The program was extremely well received. The first class had 18 seniors sign up but only 8 attended. The word got out about how good the class is and now over 80 seniors are on the waiting list for the upcoming classes. Gardimyr Pierre from my team is teaching the course. He has previous experience working with seniors and has gotten much praise for his instructions.
 - Conducted ISF inventory of IT assets throughout the city for budgeting purposes.

- Created and inputted the IT budget for 2011 in EDEN. Sat down with DCM to go over the budget as well as IT request from other departments. We effectively slimmed down the budget considerably from the allocated amount for this year.
- Conducted OSSI users group meeting at PD to understand issues from users and begin process of correcting the issues. This meeting will continue to be held on a monthly basis.
- Continued deployment of new replacement laptops for Police Department Officers. The old Motorola laptops are no longer under warranty and have been breaking down at an alarming rate. We have deployed 50 and have 50 more to go. We also held an auction for the surplus. The winner of the auction has picked up the 50 replacements. This has helped the process to roll smoothly. We will be complete with the replacements by the end of June.
- Continued labeling, scanning and inventorying all IT assets city wide to include PD, CH and Parks. IT created a database for collecting and keeping track of the information. Currently about 95% of all assets at PD has been inventoried and about 70% of all assets at CH have been inventoried. I expect to have all assets scanned and accounted for by the end of June.
- Continued work in support of Miami Gardens Community Center project. Working with Access Limited to connect the security system from MGCC to PD. The cameras are all set up and can be monitored from PD. We are working on the access card readers and intrusion detection devices. We were able to review and download video to help identify the perpetrators that broken in the facility. We also worked with the A/V company to connect that system. It will require additional telephone equipment for paging purposes. We have requested a quote and recently put in the change order for the additional equipment.
- We also are in the process of ordering the computer equipment for MGCC and the outside phone circuit. Currently calls can be made and received but the numbers have to be a number from the PD or CH campus.
- Still working to establish Unified Communications. This in effect is combining phone services with email and video services. The IT Department will be Piloting this new technology in June. We expect to begin a pilot with select other users in July

- Created a Database in Access and special reports in support of the Code Divisions mobile rollout. Working with the code department to develop additional reports.
- Continued employee training for various Microsoft products.
- Performed many website updates. Changed pictures for command staff at PD and many other updates to the CH website.
- Continued deploying new AT&T aircards to PD officers. Will continue slow rollout until aircards have been divided into a 50/50 split between AT&T and Verizon.
- Loaded MS server 2008 on two servers. This is to keep us up to date on support and prepare us for rolling the desktops and laptops to Windows 7 by the end of September.
- Sent out email to all directors, CM, DCM and ACMS and City Council making them aware of sensitive material residing on copiers. Also letting them know that before any and all copiers are swapped out or removed from the city, IT must be notified so that we can wipe the hard drives clean.
- Working on RFQ for the virtualization project. We expect to have that completed and out by mid June.
- IT Team continuing their testing of Windows 7, MS Server 2008 and some virtualization products, in preparation of capacity planning and creating a more efficient environment.
- Worked with Tyler Technologies to perform to secure dates for the upcoming training to renovate EDEN. Tyler will be coming on site to train on the Permits module during the week of 5/24/2010.
- Worked with the DCM to find a company to conduct training on Crystal Report. We originally had 6 people from Code and Bldg set to attend the course. Once the other departments learned that they were coming on site and we asked if they wanted to send someone the class filled and over filled. We now have 15 people attend the course and 2 other that would like to attend if someone cancels.
- Continued working with the DCM on changing the culture and following through on some of the items we discussed in "Team Positive." Created wallet

size cards with the OUR PROMISE campaign. These cards are designed to be placed in employees wallets as a reminder of our commitment to each other.

- Posted position for Web Master again. Currently reviewing applicants.
- Claude Charles of IT conducted an on-site visit with students from one of Miami Gardens schools at the Police Department as part of the KAPOW program. The demo by the K-9 unit was excellent and the children learned a lot about the various occupations in the Police Department.
- Began working with the Parks Department and CIP on security and low voltage wiring for Carol City Community Center.
- Worked to establish free long distance at CET by installing the Magic Jack
- Sent a quote for Net Nanny to Parks. This is a software package for parental controls.
- Significant Issues
 - Security system at CH is old and beginning to malfunction more frequently. Our old service provider Segutronics is no longer in the business of providing maintenance on the system. IT is looking into finding another maintenance provider to maintain the system until we can afford to get a better one.
 - Data storage nearing capacity. In process of obtaining specs to bid out a capacity solution. Sent out emails to users telling them to move unnecessary items from the Share Drive or they would be moved to offline storage and removed from the server.
 - Due to various meetings being held in the evening, my overtime budget is being taxed at a quicker rate than originally planned. May have to address different hours for IT staff in order to continue the service levels needed for support.
- Schedule Status
 - Working with Procurement to find PRI pricing for voice circuits for MGCC and possibly other sites.
 - Working with Procurement to find an offsite vendor for storing backup tapes and comply with finding from auditor on IT issues.
- Travel Activity
 - Mario scheduled to attend MCITP – Technician training in June.

- Sylvia scheduled to attend MCITP – Technician training in June.
- Chas attended INAAU (Avaya Users Group) Conference.
- Tristan attended MS Windows 7 training.
- Ron attending CCDA training in May.
- Ron and Ricardo scheduled to attend FLGISA annual conference in July.

PUBLIC WORKS DEPARTMENT (TOM RUIZ, DIRECTOR)

1. Staff continues to clean and maintain bus bench areas throughout the City. This month we had two new installations, N.W. 209th Terr. & N.W. 2nd Avenue and N.W. 194th Street & N.W. 7th Avenue. Both were complete with bus bench and trash can. Several other locations were supplied with new trash containers.
2. Staff continues to mow public right-of-ways to ensure that the roadways are aesthetically pleasing. We are also spraying curbing and paved medians for weed control. The many trees that have been planted since last month have grown in even more. It gives our City a more cared for appearance. This month even more trees have been planted in regard to our city wide canopy program.
3. Two streets crews continue to repair sidewalks throughout the City. This is a great task and the guys are doing an exceptional job. We are not only repairing sidewalks but also roadways, edge of roads, potholes and sinkholes to insure the safety of our residents, those who are visiting or just passing through.
4. Staff continues to trim and prune trees citywide, especially during the upcoming hurricane season. This also gives residents an added security.
5. We continue cleaning drains around the City. We have both combination vacuum trucks on the road battling debris and sedimentation within our storm systems. Flooding has decreased in those areas.
6. Solo Construction Corporation has completed the construction of the "Neighborhood Improvements-Kings Garden I & II".
7. The City of Miami Gardens Council approved a budget of \$371,207 in America and Reinvestment Act of 2009 (Recovery Act) Community Development Block Grant funds in May 27, 2009. The budget included \$128,405.00 to fund drainage improvements in the Bunche Park Neighborhood Revitalization Area that Public Works will carry out. This project will cover NW 161Street from NW 26 Avenue to West Bunche Park DR and NW 162 Street from NW 26 Avenue to NW 162 Street Road. Staff reviewed the bid package and recommended Florida Engineering being the lowest responsive bidder. The item will be presented for Council approval on June 9, 2010.

8. General Asphalt is continuing working on replacement of damaged sidewalk and ADA ramps for Project C (LAP Roadway Improvements ARRA). The installation of new 8 feet wide sidewalk in front of Community Center was completed and the contractor is continuing replacing damaged ADA ramps and sidewalk along NW 199 Street from NW 27 Ave to NW 47 Ave.
9. The City of Miami Gardens received \$100,000 from the Florida Department of Environmental Protection for drainage improvements. The project will cover the north and west side of Scott Lake Elementary School located at the intersection of NW 175 Street & NW 12 Avenue. Staff reviewed the bid package and recommended Rock Power Paving being the lowest responsive bidder. The item will be presented for Council approval on first meeting in May, 2010.
10. Public Works issued 15 permits of which 9 for driveways and sidewalk, 4 for utilities and 2 for paving and drainage.
11. Public Works issued 31 permits of which 16 for driveways, 14 for utilities and 1 for paving and drainage.
12. Update on the Miami Gardens Drive Landscaping Project - 2nd phase (Project is between NW 27 Avenue and NW 47 Avenue on NW 183 Street): DERM and FDOT have approved the dry runs and originals will be submitted for permits. FPL is working on the invoice for electrical service. On May 11, 2010 Bid Documents were sent to Procurement for their review. Waiting for WASD to approve dry run.
13. Staff attended the CTST (Community Traffic Safety Committee) on April 5, 2010
14. The NW 7 Avenue Road Improvement Project Plans are in the process of getting completed. The tentative start date is late August. Staff met with three residents that have driveways that will be in conflict with the project. Staff informed residents that City will relocate their driveways at no cost to them. All the residents approved of the relocation of their driveways. The consultants will be submitting the final plans to the City by the end of this month. The plans should be to FDOT for permits, DERM for their Drainage Permit and Miami Dade County Public Works Department for a final review.
15. On April 19, 2010, staff met with the Turnpike Authority and their contractor for the final punch list to complete the work.
16. On April 24, 2010, Director and staff met with Miami Dade County Public Works Department Beautification Board to present the NW 183 Street Landscaping Project for extra funding to install bigger trees. We have been approved for \$168,880. It is a match with our project.
17. The Director and Assistant Director attended the American Society for Public Administration conference at Florida Memorial University on April 23, 2010.

18. On April 26, 2010, staff attended the neighborhood meeting of the area that covers 155th Terrace (South) to 167th Street (North) and 27th Avenue (East) to 32nd Avenue (West).
19. On April 30, 2010 the Director and staff attended the ASCE Stormwater Workshop in Davie. This was a meeting with the South Florida Water Management District, public officials, and consultant on stormwater and water quality issues.
20. The Director attended the American Public Works Association for the state on May 3-7, 2010.
21. On May 10, 2010, staff attended the Miami Dade County Emergency Operations Center Exercise to ensure readiness for the upcoming hurricane season.
22. On May 13, 2010, staff attended the Myrtle Grove School for Career Day with Public Works equipment.

KEEP MIAMI GARDENS BEAUTIFUL

Grants

- Submitted tree planting grant for \$10,000 to FDOACS
- Submitting application to Dade County's Beautification Board for \$168,880.00 (183rd street landscape project)- **approved**

Great American Cleanup 2010

- May

Code Enforcement partnership

- Worked with several Code Compliance Officers to address issues relating to commercial property owner

Spring Beautification Award

- Winners Announced

Earth Day Art contest

- Working with city's Storm Water division to outreach to local schools.
- Entries are being judged winners will be announced next week.

Landscape Maintenance

- This month 115 trees were installed along residential neighborhoods. Cassias, Dahoon Holly and Pink Tabs.
- Getting quotes to have 15 donated royal palms removed from tree farm, delivered and installed in city's right of way.
- Crews working to replace die plant materials along landscaped areas.

Community Beautification projects

- Ongoing
- 2 major community projects completed this month

3CMA Award program

- Currently putting the city's application packet together

City's Community Beautification Grant

- Applicant Awarded- Myrtle Grove Elementary through City Year Miami. Volunteers will be working this weekend.

National Arbor Day

- Complete tree planting program with *Sothern Wines and Spirits Inc.*

ASSISTANT CITY MANAGER (Daniel Rosemond)

- **Town Hall Meeting (Community Center & Parks Programming)-** Given the anticipated opening of the Community Center, Staff determined to hold a town hall meeting to allow residents to ask pertinent questions regarding the Center's operation and to suggest programming ideas. The meeting was well attended and the dialogue between residents and Staff included all aspects of Parks programming.
- **Vista Verde/Miramar Gardens, Garden Circle, & Kings Gardens Resident Meeting-** Also during this reporting period, a meeting was held with the residents that live within the boundaries of the Livable Neighborhood Initiative. This meeting was the first one since Staff shared the conceptual plans with residents, and proceeded to complete the infrastructure work within the Kings Gardens I & II neighborhoods. The meeting was well attended, but the prospect of getting the support of residents to convey the roads over to the City seem bleak. As communicated at the meeting, the most effective way to have this happen is thru the actions of a Homeowner's Association. Many of the residents in this neighborhood are in stark opposition to being a part of an HOA.
- **CRA Analysis-** At the request of Council, Staff conducted a workshop several weeks ago regarding the creation of a Community Redevelopment Agency (CRA). City staff, along with a CRA consultant, presented an overview on the benefits of a CRA, the potential revenue to be realized, and the challenges to creating a CRA. Since that time, staff has been working on establishing proposed boundaries for a CRA district and will be putting together a financial benefit analysis that will reflect two scenarios: 1) projected tax increment revenue with just the City's portion, and 2) projected tax increment revenue inclusive of the County's portion. Staff expects to have this analysis completed during the first week in June.
- **LDR implementation-** Since the adoption of the new Land Development Regulations (LDR's) by Council, Staff has been working on the related manuals that are to be used by Code Enforcement Officers as well as summary documents to be provided to property owners that may be proceeding with any sort of development. The Zoning Administrator will be conducting training for Code staff and we are also following up with all of the recommendations posed by stakeholders and their representatives at the April Zoning Board meeting. As

requested by Council, Staff will carefully review the requested amendments to the LDR, analyze them, and bring back recommendations to Council at its July Zoning Board meeting.

- **Local Vendor Analysis-** Due in large part to a very slow economy, the City has been increasingly confronted with complaints and requests from local vendors for the City to grant additional opportunities for contracts to local vendors. During this reporting period, I conducted a meeting with the Procurement Manager, the Economic Development Manager, and a representative from business licensing section of the Code Enforcement Division. The objective of the meeting was to quantify and evaluate what has been done by Staff to ensure opportunities for local vendors to do business with the City, and to generate a report to Council that will provide sufficient information that can be used to respond appropriately to their constituents. The report is still being developed. However, it should be noted that there has been a tremendous amount of effort put forth to attract local vendor participation for City funded projects. Notwithstanding, the results (in terms of percentages of total contracts awarded) are not favorable to local vendors.
- **Senior & After-School Programming restructure-** For the last several months I have been working with Parks Staff to complete an analysis of the operation of various programs. The objective is to look at the effectiveness/efficiency of each program and to find opportunities for cost savings. The results of this analysis have provided the basis for Staff to make some recommendations about the restructuring of the City's After-school programming (locations offered and staffing levels), as well as the City's Senior programming. And with the anticipated opening of the Community Center, Staff will seriously consider the consolidation of 5 individual Senior Clubs into a single Club.
- **Technical Assistance for Non-Profit Agencies-** As the City enters its 4th year of receiving CDBG Entitlement Funds, Staff once again conducted a technical assistance (TA) workshop for non-profit agencies that are interested in providing social services to residents of Miami Gardens. The workshop precedes the issuance of the Request for Proposals so as to provide agencies an opportunity to become equipped with the necessary information to submit viable proposals that are worthy of funding recommendations.
- **Department of Energy Grant (Support for Down to Earth Global Sustainable Initiative)** – The Department of Energy (DOE) is making grant funds available to non-profit organizations that submit proposal to conduct weatherization programs and outreach in specific communities. The City was approached by a 501 c 3 organization by the name of Down to Earth Global Sustainable Initiative, seeking the City's support of a Memorandum of Understanding that would accompany the organization's proposal to the DOE. Staff had significant concerns regarding several elements of the MOU and expressed those concerns to the organization. Nevertheless, due to the due date of the proposals (June 2, 2010), Staff is providing a letter of support that should satisfy the DOE's application requirements. If awarded funding, the City will negotiate the terms of the MOU so as to not put the City in a funding obligation it cannot meet.

- **Available lots from Miami Dade County-** Staff has discovered that the County General Services Administration owns several vacant lots scattered throughout the City's limits. Staff is assessing the size and condition of each lot to determine if it is developable. If so, it will contact the County and request that the lots be transferred to the City.

Participated in the following meetings:

- Town Hall meeting on 5-11-10
- Meeting with residents-Livable Neighborhood Initiative on 5-6-10
- Meeting with residents of Scott Park Neighborhood on 5-4-10
- Employee appeal hearing on 4-27-10
- ASPA conferences on 4-23-10 (Panelist on one of the sessions on Mayor's behalf)
- Technical Assistance Workshop on 4-22-10
- Meeting with Calvin Giordano & Associates on 4-22-10

REREATION DEPARTMENT (Kara Petty, Director)

Recreation Division

Shining Stars After-School: The children are engaged in various activities such as homework assistance, arts & crafts, creative indoor and outdoor activities, chess, etc. In addition, certified teachers improve their reading, math and science skills.

- Bennett M. Lifter Park: sixteen (16) participants
- Brentwood Park: thirty-eight (38) participants
- Myrtle Grove Park: seventeen (17) participants
- Rolling Oaks Park: forty (40) participants
- A.J. King Park: thirty-seven (37) participants
- Buccaneer Park: thirteen (13) participants
- Miami Carol City Park: thirty-one (31) participants
- Vista Verde Park: eleven (11) participants
- Bunche Park: fourteen (14) participants
- Norwood Park: thirty-nine (39) participants
- Scott Park: forty-two (42) participants

First sports/Afterschool cycle (kickball) was a success! Myrtle Grove and Bennett M. Lifter parks were the kickball champions. This cycle starts flag football.

April 21: The Shining Stars program held an Earth Day event at Scott Park.

April 27: Kick off of the Afterschool 10 week learn to fish program instructed by Mahogany Youth

Seniors Program:

- Brentwood Park: 50 participants; program held Mondays 10am-12pm

- Buccaneer Park: 109 participants; program held on Fridays 10am-12pm
- Bunche Park: 35 participants; program held on Fridays 10am-12pm
- Cloverleaf Park: 47 participants; program held on Wednesdays 10am-12pm
- Rolling Oaks Park: 66 participants; program held on Thursdays 10am-12pm

April 26: Meeting held to discuss new strategies for improving the Senior Program. This meeting included the department heads and the program supervisor.

May 3: The senior computer literacy program, held at Rolling Oaks Park began and will continue for 6 weeks.

May 5: Senior's participated in their monthly leisure activity at the Hard Rock Casino

May 10: A guest speaker gave a presentation on finances at Brentwood Park.

May 11: Senior end of the year outing to Hometown Buffet

A.J. King Park

- There is line dancing taking place on Wednesday, Thursday and Friday nights from 6:30pm until 8:00pm.
- Every Tuesday and Thursday morning from 9:15am-10:30am, participants are engaged in Chair Yoga promoting exercise and health. There were 9 participants in attendance this month.

Bennett M. Lifter Park

- Dance class ended on April 24 due to a lack of participation.
- Line dance continues on Tuesday and Thursday evenings with 15 participants

Buccaneer Park

- On Saturday and Thursday mornings from 9:00-10:30am, seniors get fit in line dancing.
- Monday through Thursday from 6:30-7:30am the seniors exercise around the park.
- On Monday evenings adult tennis lessons are offered to the residents.
- Youth tennis lessons are given on Saturday's from 9:00am-10:30am.
- On Wednesday mornings from 9:00am-12:00pm, seniors engage in exercising and arts and crafts.

Bunche Park

- Bunche Park Optimist has completed their baseball program.

Cloverleaf Park

- Line dance class is being held on Monday, Thursday, and Fridays.

Miami Carol City Park

- Walkers exercise around the park starting at 6:00a.m.
- Reoccurring church rentals on Sunday's in addition to Cricket being played on the field.

Rolling Oaks Park

- The senior computer literacy program began on May 3rd and will continue for 6 weeks.

Scott Park

- Scott Park has daily walkers in the morning and evenings Monday thru Friday.
- Scott Lake Optimist has track practice Monday – Thursday.
- Carol City Sr. High Boys Baseball team is practicing and having games.

Vista Verde Park

- The teens are provided workshops once a week pertaining to life skills, peer pressures, violence, etc. Also, the teens have an opportunity to join Vista's book club. There are 15 teens that are engaging in activities.
- Vista is a part of 4H which children ages 5-12 participates in the program activities and teens 13-17 to receive community service hours. There are 8 children enrolled in the 4H program.
- There are 5 children enrolled in the Drop In program and 5 enrolled in the Homework Helper Assistance program.

Future Men of Miami Gardens (Mentoring Program)

- April started the Mentoring Program for boys ages 11-15. There were 15 kids in attendance with 11 Mentors. The program offer workshops, and fieldtrips that relate to the workshops during this 10 week program. The mentee also enjoys activities such as; football, basketball, softball, fishing, and working on their own music CD. The month of April ended the program, it will resume during the beginning of the next school year.

Teens Program

Teens Program *Expanding Horizons* has 35 kids registered and there is an average of 15 kids in attendance. The Teens enjoy daily indoor/outdoor activities, chess, and a variety of field trips.

Athletics

- **Youth Sports:** Registration has begun for the football and cheerleading program, as well as volunteer recruitment. Bi-weekly meetings have been held with a representative from each of the five (5) parks. Plans are underway for an event that will hold a mass registration of participants in June.
- **Sports Development:** Participants ages 5 -11 are taught the fundamentals of sports through fun drills and classroom time. Parents are heavily involved and there are four different cycles throughout the school year: tee-ball, soccer, basketball, and football. Touchdown Football Club at Scott Park: 35 participants
- **Tennis:** Tennis is currently being offered in our After School program as well as a Saturday Tennis Program for kids ages 5-12 at Buccaneer Park. The program is run by an experienced and former college tennis player. Kids learn the fundamentals of strokes, techniques, and rules of tennis. We currently have 16 participants. In addition, there are currently 8 participants enrolled in our adult

tennis program. The program runs Monday and Thursday evenings from 6:30pm-7:30pm at Buccaneer Park.

- **Walking Club:** The Walking Club currently has 46 members and we are meeting monthly.
- **Employee Softball Game:** The Parks & Recreation Department and the C.M.G. Police Department played a friendly game of softball at Scott Park on April 24, 2010. This game is played to build unity and camaraderie.

JANITORIAL AND LANDSCAPING

A J King Park

- 7 Janitorial visits to clean up park site
- 1x Pulled weeds
- 1x Premises blown
- 7 Trash removal

Andover Park

- 16 Janitorial visits to clean up park site
- 16 Trash removal

Bennett M. Lifter Park

- 16 Janitorial visits to clean up park site
- 1x Grass cut & detailed grounds
- 1x Premises blown
- 1x Fertilize & water (3) palm trees
- 16 Trash removal

Betty T. Fergusen Recreational Complex

- 8 Janitorial visit to clean up site
- 8 Trash removal

Brentwood Park & Pool

- 14 (park) & 14 (pool) Janitorial visits to clean up park site
- 1x Grass cut & detailed grounds (pool)
- 1x Grass cut & detailed grounds (park)
- 1x Cut pine tree & cherry bush (park)
- 1x Pulled weeds (park)
- 2x Premises blown (park)
- 1x Clay & roll cricket field (park)
- 1x Collect stump grind
- 14 (park) & 14 (pool) Trash removal

Buccaneer Park

- 14 Janitorial visits to clean up park site
- 2x Grass cut & detailed grounds
- 1x Premises blown

- 14 Trash removal

Bunche House

- 7 Janitorial visits to clean up park site
- 7 Trash removal

Bunche Park & Pool

- 7 Janitorial visits to clean up pool site
- 2x Grass cut & detailed grounds (park)
- 1x Herbicide (park) 0x Herbicide (pool)
- 1x Watered plants (park)
- 7 Trash removal

Cloverleaf Park

- 16 Janitorial visits to clean up park site
- 16 Trash removal

Miami Carol City Park

- 14 Janitorial visits to clean up park site
- 1x Grass cut & detailed grounds
- 14 Trash removal

Mt. Herman

- 7 Janitorial visits to clean up park site
- 7 Trash removal

Myrtle Grove Park

- 7 Janitorial visits to clean up park site
- 7 Trash removal

North Dade Optimist Park

- 16 Janitorial visits to clean up park site
- 16 Trash removal

Norwood Park and Pool

- 16 (park) & 16 (pool) Janitorial visits to clean up site
- 16 (park) & 16 (pool) Trash removal

Rolling Oaks Park

- 16 Janitorial visits to clean up park site
- 16 Trash removal

Scott Park

- 7 Janitorial visits to clean up park site
- 3x Grass cut & 1x detailed grounds
- 1x Herbicide
- 1x Trimmed hedges & cut trees
- 1x Cut palm tree

- 1x Removed tree stumps
- 1x plant palm trees
- 1x install plants
- 1x watered plants
- 7 Trash removal

Vista Verde Park

- 13 Janitorial visits to clean up park site
 - 1x Trim trees
 - 2x Premises blown
 - 13 Trash removal
- **All park irrigation systems checked and repaired**
- **Removed debris from all parks**
- **Spot sprayed all park sidewalks**

TRADES

A.J. King Park

- 5/5 Repaired the front door

Bennett M. Lifter Park

- 4/20 Repaired the toilets in the boys and girls restrooms
- 4/20 Replaced/removed broken swing
- 4/20 Repaired broken wooden bench and fence
- 4/20 Repaired basketball rim
- 4/20 Cleaned graffiti off the basketball posts
- 4/23 Janitorial supplies requested

Brentwood Park and Pool

- 4/15 Repaired the outside water fountain handle
- 4/15 Replace the toilet paper holder in the girls restroom
- 4/16 Remove basketball tournament signs
- 4/23 Janitorial supplies requested
- 4/28 Repaired the metal fence
- 5/4 Replace the missing metal piece on the frame in the boys restroom
- 5/5 Replace AC filter
- 5/6 Replace broken toilet paper dispenser in the first stall of the girls restroom
- 5/7 Paint the inside of the meeting room and building

Buccaneer Park

- 4/15 Check the noise the AC unit was making
- 4/15 Provided 2 indoor trash cans and 3 outdoor trash cans for the park
- 4/21 Repaired the leaking AC unit in the building

Bunche Park

- 4/23 Janitorial supplies requested

Miami Carol City Park

- 4/16 Removed basketball tournament signs
- 4/15 Reset the timer on the lights
- 4/15 Repaired the toilet in the handicapped stall of the girls restroom
- 4/29 Repaired the basketball rim
- 5/3 Repaired the rolling door

Myrtle Grove Park & Pool

- 4/23 Janitorial supplies requested
- 4/28 Placed screws in 2 benches that are loose
- 4/30 Repaired the toilet in the boys restroom
- 5/14 cleaned poolhouse for opening

Norwood Pool

- 4/15 Install cover plate for door handle
- 4/15 removed the old ice machine

Vista Verde

- 4/15 Remove emergency contact plate from the front of the building
- 4/15 Cover the hole where the emergency contact plate was positioned
- 4/16 Tightened basketball goal
- 4/16 Replaced the toilet paper dispenser in the restrooms

Training

- **April 28:** The Parks and Recreation staff completed the League of Cities Training that focused on safety hazards.
- **April 29 & 30:** Maintenance staff attended the OSHA meeting

Meetings

April 15: Management Team

April 15: Budget

April 15: Parks and Recreation Advisory Committee

April 19: Florida Recreation and Parks Association Financial Oversight Committee

April 22: Capital Improvements

April 27: Parks & Recreation Bi-Weekly

April 28: Management Team

April 29: Youth Sports Program

May 3: Youth Sports Program

May 3: Census

May 5: Shakespeare in the Park

May 5: City Publications

May 5: Management Team

May 6: Budget

May 6: City Council Agenda

May 6: Capital Improvements

May 6: Park Concessions

May 11: Town Hall
May 13: Management Team
May 13: Parks and Recreation Bi-Weekly

Current Projects

- Park Audits: Director has continued park audits to determine efficiency and areas of improvement.
- Safety Hazard Checklists: A team has been created to analyze the current checklists and make recommendations for improvement. This aims to mitigate the hazards on the park will result in a safer park system.
- Youth Sports: Department continues to evolve the new City of Miami Gardens Youth Sports Program. This includes logistics, marketing, website, info line, etc.
- Miami Gardens Community Center: The Community Center Manager continues to work on gathering all FF&E items, develop the Policy & Procedures Manual for the Community Center as well as the Standard Operating Procedures and programming that will be set at the Community Center. Security has been at the Community Center (beginning February 27th) through the evening to prevent vandalism as well as use of the track.
- Norwood Pool renovation: The Aquatic Facilities Manager has worked closely with Capital Improvements to insure the project is completed. Once the piping replacement is finished, new deck surfacing will be applied to the current concrete surface to make a safer and more appealing environment.
- Sports lighting: The Department is working with the Capital Improvement Department to install energy efficient lighting for football fields at Brentwood Park and Miami Carol City Park.
- Playground: the process has begun to install a playground at AJ King Park which includes safety surfacing.

Parks and Recreation Highlights

- **Town Hall Meeting:** the Department held its first Town Hall Meeting on May 11. The event was well attended and provided many insights into the programming needs of the community. In addition, we discussed the new Betty T. Ferguson Recreational Complex that will open soon.
- **Certification:** Two staff members became Certified Playground Safety Inspectors
- **Continuing Education:** Two staff members instructed a class titled, “The First Five Years of a Young Professional”, a region meeting held by the Florida Recreation and Parks Association on April 22.

PLANNING & ZONING (Jay Marder, Director)

LAND DEVELOPMENT REGULATIONS - Cyril Saiphoo, Jay Marder, Bhairvi Pandya, Nixon Lebrun, Marilu Gunness

- **Final LDR Adoption** – LDRs adopted by Council April 7, 2010. LDRs posted on City's website with official zoning map.
- **Meetings with industrial park property owners and attorneys** coordination for amendment for July meeting. Summary of issues raised at adoption meeting prepared and circulated to group for additional comments
- **New City Zoning Map-** completed revisions to City Zoning Map for adoption on April 7, 2010. Provided 10 copies of 24 x 36 large-scale maps for distribution. Placement of City's Land Development Regulations and Zoning Map on City website and Planning and Zoning Web page. Clean-up, editing and updates ongoing.
- Implementation of new applications for new procedures.
- Coordination of training for Code Compliance on new LDR regulations and civil violation tables
- Created new Tree removal/relocation application and procedure previously administered by DERM.

PLANNING – Jay Marder, Bhairvi Pandya

- **Capital Improvements Element Update in compliance** – City's Comprehensive Development Master Plan (CDMP) is now in compliance and enforceable with the City's LDRs. CDMP element updated on the network. Website updates ongoing. Copies of updated CDMP to be distributed to departments in the near future.
- **School Interlocal Agreement (ILA) Amendment** - Ongoing - Communications received from Miami-Dade County School Board staff regarding amendments to ILA. All local governments will need to take action via resolution and notify School Board on or before September 24, 2010. Staff will prepare agenda item and present to City Council accordingly.

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ZONING – Jay Marder, Cyril Saiphoo, Nixon Lebrun, Marilu Gunness, Jacquelyn Gardner

- **Public Hearings**
 - Finalized Jorge Aburto recommendation for Council May 3 meeting.
 - Prepare council memo for ROW vacation for Miami Gardens Community Center plat.
 - Follow-up meeting for proposed charter technical school in Miami Gardens Shopping Center.
 - Follow up meeting with Florida Memorial University for proposed new dormitory building and rezoning to Planned Development.
 - Processed application for Charter School requiring waiver of outdoor area.
- **Plats**
 - Coordinated ROW vacation for Miami Gardens Community Center Plat, including requesting letters of no objections from utility companies. This involved travel to utility providers' offices.
 - Research new City Hall site platting status for bid package information.
- **Substantial Compliance**
 - Majorca Isles Tract 'C'

- Majorca Isles Tract 'I'
- **Administrative Variance**
- Alexander Bain
- **Building**
- Reviewed 89 Building Permits
- Reviewed 36 Certificates of Use
- Conducted 20 Zoning (Building) Inspections
- Held 1 On-Site Meeting with Church Leaders to Discuss LDR
- Reviewed and Signed 2 Alcoholic Beverages Local Zoning Forms
- **Sign Code Permits**
- 5 sign plans processed.
- 5 Temporary sign permit processed.
- 1 window signs permit processed
- **Zoning Verification Letters**
- 2 processed.
- **Address Assignments**
- 3 new Address Assignments.
- **Group Homes**
- 5 Group Homes (Community Residential Home) 1,000' radius verification letters.
- **Code Enforcement**
- Prepared a comprehensive civil violation table for Code Compliance for LDR provisions. Developed related training and permitted use materials with new section references. As part of this process, a matrix that compares old Miami-Dade County zoning code violations with City's new LDRs was developed.
- **Meetings**
- **FMU Dorms:** Three (3) meetings with development groups for the proposed FMU dormitory development plans.
- **Old Hospital:** Meeting with attorney for platting and redevelopment of old hospital building.
- **Private School:** Meeting for potential private school.
- **Halfway House:** Meeting for potential half way house in residential area.
- **New City Hall:** Meeting with Capital Improvements to prepare City Hall bid package.
- **Recreation Complex Right-of-Way Vacate:** Meeting with the Capital Improvements to coordinate final plat submittal for Miami Gardens Community Center and ROW vacation required.

EDEN – Marilu Gunness, Bhairvi Pandya

- Met with IT to discuss Parcel Refresh issues. IT awaiting communication from Tyler.

GIS – Bhairvi Pandya

- **City Aerial Map:** Created a new City Aerial map with 2009 (latest) Aerial.
- **City Location Map:** Created a new updated City Location Map.
- **Vice-Mayor Campbell Map:** Created a map to identify Vice-Mayor's district boundary.

- **Neighborhood Stabilization Program:** Created a Paint Program Map for Bunche Park Area.
- **Proposed CRA Project:** Created database for all properties in CRA option 1 and CRA option 2 by identifying each property, its folio number and all property appraiser information. Created two databases for CRA option 1 and 2 for FY 2008 and FY 2009. Created a summary table for both CRA options with data on Land values, Building values, Total values, Assessed values, Exempt values and Taxable values; provided difference between FY2008 and FY 2009 values. Coordinated with Property Appraiser office to verify Exempt data field information for FY 2008 and FY 2009.
- **Created and updated following GIS maps as PDF and Jpeg maps:**
 - **City Council Districts Map**
 - **City Aerial Map**
 - **City Location Map**
 - **Geographic Neighborhoods Map**
 - **Planned Developments map**
 - **Public Parks Map**
 - **Public Schools Map**
 - **Public Facilities Map**
 - **Economic Development Strategy Map**
 - **City Zoning Map**
- **City Zoning Map:** Cleaning-up and editing map and database for accuracy-ongoing.
- **Group Home Maps** - Completed 3 group home maps with a 1,000 ft. radius.
- **Miami Gardens Shopping Plaza Public Hearing- 3 maps:** Created Mailed Notice Radius map and corresponding property owners listing, zoning map and aerial map for public hearing.
- **Census 2010:** Printed six (6) large scale prints 24 x 36 for census event.
- **Mercedes Corporate Run:** Printed three (3) large scale prints 24 x 36 for the corporate run event.
- **Website updates:** Continuous communication and meetings with IT to address departmental updates on website. City maps web page update completed for PDF map download. Planning/Master Plans page connectivity restored.

DEPARTMENTAL STANDARD OPERATING PROCEDURES (SOP) – Bhairvi Pandya to coordinate with P&Z staff on updating all departmental SOPs. Communications are ongoing with staff members regarding their respective SOP's.

Completed draft SOPs and flowcharts on the following:

1. Zoning Verification Letter (VL)
2. Address Assignment (AA)
3. Group Home Verification Letter (GH)

Completed draft Customer flowcharts on the following:

1. Zoning Verification Letter (VL)
2. Address Assignment (AA)

3. Group Home Verification Letter (GH)

OTHER

- Bhairvi- Attended monthly Miami-Dade Planners Technical Committee (PTC) Meetings. Received certificate of appreciation from PTC for 2 years of service as Vice-Chair.
- Bhairvi - Attended monthly MPO Transportation Planning Council Meetings. ARRA funding passed unanimously for bridge construction on 42nd Avenue.
- Bhairvi: Along with IT, met with representative from **Geographic Technical Group (teamed with New Age Systems)** to discuss Parcel Refresh and GIS integration in a permitting system application. May present a Demo with New Age Systems in the future.
- Bhairvi- Better Ways to Design and Share Maps Seminar: Attended an ESRI training seminar in Ft. Lauderdale that also counted towards maintaining GISP (GIS) certification. .
- Bhairvi- Myrtle Grove Elementary School Career Day Event: Attended Career Day at Myrtle Grove Elementary School. Presented GIS Mapping information to 2nd grade classes.
- Bhairvi – Miami-Dade County Public Schools Staff Working Group Meeting: Attended meeting where Schools Interlocal Agreement Amendments were discussed in details. Nominated for Charter School Criteria Sub-Committee.
- **State of the City Address** – Played music at the event as well as attended the Mayor’s Address (Jay).
- **Corporate Run** – Jay and Marilu participated.
- **MS Program Throwback Wednesday** – Participated with guitar (Jay).
- **Monthly Communication Forum** (Marilu)
- **Safety Committee Meeting** (Marilu)

COMPLETE COUNT CENSUS CAMPAIGN – Jay Marder with Antranette Pierre, Ula Zucker and Anthony Jackson of Marome Agency

1. **Revised Strategy for Census Campaign** – As the Mail-in Participation period ended, a new strategy of “cooperation with Census workers” was developed for City flyers, events and announcements.
2. **Mail-In Participation Rate Communications** – As the mail-in campaign continued through the beginning of May, provided information and encouragement to all stakeholders to encourage continued mail-in.
3. **Kings Gardens/Vista Verde Meeting by Community Development Department held at FMU on May 6** – Presented Census Campaign and provided giveaways to approximately 75 persons
4. **Miami Gardens Recreation Complex Planning Meeting held at FMU on May 11** – Presented Census campaign and distributed forms and giveaways to approximately 110 persons.
5. **Park/Recreation Afterschool Program**
 - a. **Expanding Horizon’s Teen Group**: Explained the Census to approximately 12 teenagers, provided materials and giveaways.
 - b. **Progressive Young Adults**: Coordinated with them to distribute flyers and giveaways during parent pickup at the 9 other afterschool programs at the City’s parks.

6. **Giveaways** – Obtained 600 magnet picture frames, 35 caps and several hundred fans from Miami-Dade County’s campaign for use in the City’s outreach.
7. **City Businesses/HOA’s/Churches** – Sent revised flyer to them with “cooperation” message.
8. **City Hall as Question and Answer Site** – Coordinated Census worker housed at Planning and Zoning
9. **Training at City Hall** – Helped coordinate and took pictures of innumerators to be in Miami Gardens for publicity/flyers.
10. **Final Report of Census Campaign** - Under preparation; to be provided to City Council at second meeting of June.

FLEET SERVICES (David Motola)

- Fleet Management Software (Utilization)
- Repairs are being entered in the data base, and vehicles are being tracked based upon the established preventative maintenance schedule
- New vehicles being placed in service are being entered into the data base and units taken out of service are inactivated.
- Fuel usage is being entered into the data base reflecting both economy and total operating cost
- Reports are now available to reflect expenditures by repair category or department
- Fuel Usage (Ongoing)
- Monthly reports of fuel usage with concern identification provided to all Department Managers for concurrence.
- Fuel invoices are being maintained electronically, master bill.
- Fuel invoices are reviewed and billing errors are reported to Procurement for investigation and resolution.
- Weekly Check Sheets
- Weekly check sheets are still being received from Building & Code, CIP, Parks & Recreation, School Crossing Guard and Public Works.
- Yearly DOT Inspections

- a) Fleet Representative ensured that all vehicles requiring DOT inspections were performed. Three were performed this past month.
- Hurricane Preparedness – Sun Life Stadium and Jackson Hospital North agreed to allow the City to park vehicles in the event of a pending hurricane. Draft letter provided to ACM for review with City Attorney
- K9 Units – Fleet Department working with the K9 officers to identify a concern with the vehicle Hot and Pop canine protection system.
- Fleet Manager met with Miami Dade County Fire Department , they inspected our fuel trailer and made some safety recommendations. The Fleet Department is working at performing those recommendations.
- Fleet Representative sat on interview panel for open Housing Inspector position
- Provided completed version of Fleet Policy and Procedure Manual to ACM.
- New vehicles
- Marked Units – Remaining 6 of 14 units were received and placed in service.
 - A concern was identified with condensation in the new light bars; the vendor sent an engineer down to resolve the concern.
- Unmarked Units – 3 units placed in service, others in process
- Surplus vehicles – Fleet Manager met with Department Heads to identify units with low utilization to sell as surplus.
- Fleet Staff and Kathy from HR inspected Parks & Recreation vehicles on May 11, 2010 for seatbelts, removal of fire extinguishers, spare tires, and PM schedules.
- Fleet Staff coordinated with vendor to install decals on city vehicles so the units are easier to identify by department.
- Fleet Administrator inspected vehicles and worked with graphics vendor for additional decals for units. Decals are currently in production.
- Collision Repair – Continue to work closely with vendors, Risk management, and user department to provide prompt collision repairs within departmental policy and procedures.

- Vehicle Tracking –4 vehicles with tracking services are being monitored.
- Tire Repair / Road Side Assistance – An inventory of used / temporary tires have been placed in inventory and used on a as needed basis. Signs posted to designate tire and wheel applications.
- Warranty Repairs – Check service repair invoices against vehicle warranty to insure proper billing for services.
- Fleet Manager performed weekly lot checks, identifying vehicles that were left unlocked and notifying department heads.
- Fleet Administrator routinely contacts vendors for monthly accounting statements to research and reduce invoices from becoming past due.
- Maintain hubcap inventory for Police vehicles. Provided an alternative hub cap for purchasing to research whether we can procure from them
- Regular visits to mechanical and body shop vendors for visual vehicle repair status and updates and drop off and pick up vehicles at various locations.
- Fleet Admin. scheduled car wash detail appointments and window tinting services for various departments.
- Fleet Staff attended bi-weekly meeting with Assistant City Manager regarding Fleet issues and concerns.
- Fleet Service Representative coordinated repairs for Public Works equipment: Vaccon Sweeper, and Terex.
- Fleet Service Representative met regularly with Police Department vehicles liaison, Sgt. Brown to discuss and address repair issues and concerns.
- Performed daily and weekly inspections for all city departments' vehicles and equipment.
- Replaced spot light bulbs and missing hubcaps on Patrol cars.
- Responded to multiple service calls for Police, Public Works, Parks Maintenance, Building and Code Enforcement departments, addressing their concerns.

- Monthly start up and check City Hall and Parks standby generators.
- Fleet Admin. processed invoices received from vendors regarding parts, service, and maintenance on vehicles and equipment.
- Fleet Admin. Prepared requisitions necessary to purchase parts, accessories, maintenance and services.
- Community Service
- Fleet Staff spoke and displayed one of the new Ford Transit at Golden Glades Elementary School Truck day, May 6, 2010
- Fleet Staff spoke at Career Day at Myrtle Elementary, May 13, 2010
- Vehicle display at the Community Safety Fair, May 15, 2010