

RESOLUTION No. 2009-90-1035

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 JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE FOR BRIDGE PAINTING AND LANDSCAPING ALONG THE EXTERIOR WALL OF THE SOUTH SIDE OF THE GOLDEN GLADES TURNPIKE PLAZA, 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, the Florida Department of Transportation ("Department") has previously constructed noise walls on Florida's Turnpike (SR 91) within the city limits of Miami Gardens ("City") a distance of 2,922 feet on both the northbound side and the southbound side of Florida's Turnpike (SR 91), and

WHEREAS, the Department anticipates extending the existing noise walls on Florida's Turnpike for an additional distance of 1,400 feet on both the northbound side and the southbound side of Florida's Turnpike (SR 91), and

WHEREAS, the Department anticipates painting the bridge, including the support columns and the underpass slope, over Northwest 183rd Street, also known as Miami Gardens Drive, under Financial Project Identification Number 417544-3-52-02, and

WHEREAS, the Department originally planned to relocate its existing Golden Glades mainline toll plaza, located at MP 0 on Florida's Turnpike (SR 91), to the south of the intersection of Florida's Turnpike (SR 91) with Northwest 183rd Street, also known as Miami Gardens Drive, so as to accommodate the Turnpike's open road tolling, and

WHEREAS, if this plan were implemented it would have impacted the City and its ability to provide municipal services to its citizens and residents in that an existing public park would have required the transference of City property to the Department to accommodate the new toll plaza, and

WHEREAS, the Department has changed its plans and decided to institute all electronic tolling within the City's municipal limits, which will eliminate the need for traditional toll plaza and an administrative building both at Golden Glades and at Miami Gardens Drive, and

WHEREAS, the extension of the existing noise walls will temporarily impact the City in that the Department will need to utilize a portion of the City's right of way on Northwest Sunshine State Parkway East and West in order to mobilize the equipment necessary for the construction of the noise walls and bridge painting, and the Department will further impact the City with its maintenance of traffic plans for Northwest Sunshine State Parkway East and West, and Northwest 183rd Street, during the period that construction is underway, and

WHEREAS, the City has graciously accommodated the Department's needs to temporarily impact the City's rights of way within the municipal city limits, and

WHEREAS, the Department will provide compensation to the City for the temporary impacts caused by its construction of the noise wall extensions upon the terms set out in this Agreement, and

WHEREAS, the Department has programmed and budgeted funds for this noise wall extension project, including compensation to the City for the temporary impacts caused by construction operations in Financial Project Number 417544-3-52-01, and for

the bridge painting under 417544-3-52-02, that is scheduled for letting in June 2009, and

WHEREAS, the City has agreed to permit the Department to utilize a portion of its right of way along Northwest Sunshine State parkway East and West during the period that construction is underway and to accommodate the Department's maintenance of traffic plans during the period of construction of the noise wall extension, which is presently scheduled for completion in January 2010, and

WHEREAS, should the City elect to install additional landscaping not included in the initial project scope, including irrigation, on its right of way along Northwest Sunshine State Parkway East and West after the completion of the Department's construction of the noise wall extension, the City has agreed to obtain all necessary permits associated with tapping into the City of North Miami Beach's water line, and to bear the costs of associated impact fees, and

WHEREAS, in the event that any additional impact fees are imposed, levied, or charged by any party for the Department's noise wall construction and the City's landscaping and irrigation construction, the City will be solely responsible for such impact fees,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

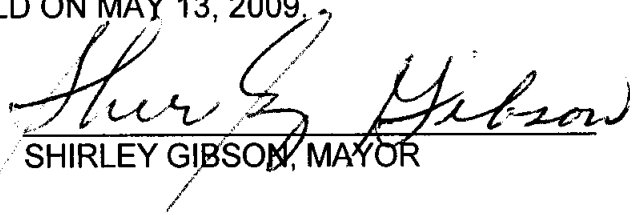
Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Joint Participation Agreement with the Florida Department of Transportation, Florida's Turnpike Enterprise for bridge painting and landscaping along the exterior wall of the south side of the Golden Glades Turnpike Plaza, 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 five (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to The Florida Department of Transportation, 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 MAY 13, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Gilbert
SECOND BY: Councilwoman Pritchett

VOTE: 7-0

Mayor Shirley Gibson	<u>X</u> (Yes)	___ (No)
Vice Mayor Barbara Watson	<u>X</u> (Yes)	___ (No)
Councilman Melvin L. Bratton	<u>X</u> (Yes)	___ (No)
Councilman Aaron Campbell	<u>X</u> (Yes)	___ (No)
Councilman Oliver Gilbert, III	<u>X</u> (Yes)	___ (No)
Councilwoman Sharon Pritchett	<u>X</u> (Yes)	___ (No)
Councilman André Williams	<u>X</u> (Yes)	___ (No)

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1515 NW 167 Street, Building 5 Suite 200
Miami Gardens, Florida 33169

City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	May 13, 2009		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
			<i>(Enter X in box)</i>			X	
Funding Source:	General Fund- Information Tech		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	Dr. Danny Crew		Department:	Information Technology			

Short Title:

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 WITH AIP-US LLC FOR NETWORK SECURITY SOLUTIONS AND SERVICES IN THE AMOUNT OF FIFTY THOUSAND, FIVE HUNDRED FIFTY-ONE DOLLARS (\$50,551.00) AT A ONE YEAR RENEWABLE RATE OF FIFTY-TWO THOUSAND, FIVE HUNDRED SEVENTY-THREE DOLLARS (\$52,573.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Earlier this fiscal year the Information Technology Department was unsuccessful in finding someone to fill the position of Network Security Engineer to monitor the security of our network, make changes when necessary and be able to troubleshoot and respond to threats and changes to our Police Department rapidly. Not only was finding a qualified candidate in our salary range an issue, but the candidate would also need to be a Certified Cisco Internetwork Expert. The salary average for someone with those certifications is \$120,000. We also realized we would only need that employee to work part-time (up to 20 hours per week) and they would need to know our network and be able to respond from knowledge and not by taking time looking up diagrams and instructions.

**ITEM K-9) CONSENT AGENDA
RESOLUTION
Agreement w/ AIP-US LLC**



1515 NW 167 Street, Building 5 Suite 200
Miami Gardens, Florida 33169

City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	May 13, 2009		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		N/A		N/A	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
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 #:	N/A			
	X						
Sponsor Name	Dr. Danny O. Crew, City Manager		Department:	Public Works			

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 JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE FOR BRIDGE PAINTING AND LANDSCAPING ALONG THE EXTERIOR WALL OF THE SOUTH SIDE OF THE GOLDEN GLADES TURNPIKE PLAZA, 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.

Staff Summary:

In September 2006, the City received a letter of interest from the Department of Transportation, Florida Turnpike Enterprise (the "Department") for the acquisition of a portion of City owned property, known as Rolling Oaks Park, for the expansion of the Miami Gardens Toll Plaza and construction of an administration building to service the tolls. The City placed its park renovation project on indefinite hold pending the negotiation settlement between both parties. In March 2008, the Department decided not to pursue the toll expansion project as it had changed its plans and decided to institute all electronic

**ITEM K-8) CONSENT AGENDA
RESOLUTION
Agreement w/ FDOT**

JOINT PARTICIPATION AGREEMENT

BETWEEN THE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION,
FLORIDA'S TURNPIKE ENTERPRISE

AND THE

CITY OF MIAMI GARDENS, FLORIDA

THIS MEMORANDUM OF AGREEMENT (hereinafter the "Agreement") is made and entered into by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE ("Department"), an executive agency of the State of Florida, with headquarters located at Turkey Lake Service Plaza, Mile Post 263, Building 5315, Post Office Box 613069, Ocoee, Florida 34761, and the CITY OF MIAMI GARDENS ("City") a body politic and corporate in the State of Florida, with principal offices located at 1515 Northwest 167th Street, Miami Gardens, Florida 33169.

WITNESSETH

WHEREAS, the Department has previously constructed noise walls on Florida's Turnpike (SR 91) within the city limits of the City a distance of 2,922 feet on both the northbound side and the southbound side of Florida's Turnpike (SR 91); and

WHEREAS, the Department anticipates extending the existing noise walls on Florida's Turnpike within the city limits of the City an additional distance of 1,400 feet on both the northbound side and the southbound side of Florida's Department; and

WHEREAS, the Department anticipates painting the bridge, including the support columns and the underpass slope, over N.W. 183rd Street, also known as Miami Gardens Drive, under Financial Project Identification Number 417544-3-52-02; and

WHEREAS, the Department originally planned to relocate its existing Golden Glades mainline toll plaza, located at MP 0 on Florida's Turnpike (SR 91), to the south of the intersection of Florida's Turnpike with N.W. 183rd Street, also known as Miami Gardens Drive, so as to accommodate the Turnpike's open road tolling; and

WHEREAS, if this plan were implemented it would have impacted the City and its ability to provide municipal services to its citizens and residents in that an existing public park would have required the transference of City property to the Department to accommodate the new toll plaza; and

WHEREAS, the Department has changed its plans and decided to institute all electronic tolling within the City's municipal limits, which will eliminate the need for traditional toll plaza and an administrative building both at Golden Glades and at Miami Gardens Drive; and

WHEREAS, the extension of the existing noise walls will temporarily impact the City in that the Department will need to utilize a portion of the City's right of way on N. W. Sunshine State Parkway East and West in order to mobilize the equipment necessary for the construction of the noise walls and bridge painting, and the Department will further impact the City with its maintenance of traffic plans for N.W. Sunshine State Parkway East and West, and N.W. 183rd Street, during the period that construction is underway; and

WHEREAS, the City has graciously accommodated the Department's needs to temporarily impact the City's rights of way within the municipal city limits; and

WHEREAS, the Department will provide compensation to the City for the temporary impacts caused by its construction of the noise wall extensions upon the terms set out in this Agreement; and

WHEREAS, the Department has programmed and budgeted funds for this noise wall extension project, including compensation to the City for the temporary impacts caused by construction operations in Financial Project Number 417544-3-52-01, and for the bridge painting under 417544-3-52-02, that is scheduled for letting in June 2009; and

WHEREAS, the City has agreed to permit the Department to utilize a portion of its right of way along N.W. Sunshine State Parkway East and West during the period that construction is underway and to accommodate the Department's maintenance of traffic plans during the period of construction of the noise wall extension, which is presently scheduled for completion in January 2010; and

WHEREAS, should the City elect to install additional landscaping not included in the initial project scope, including irrigation, on its right of way along N.W. Sunshine State Parkway East and West after the completion of the Department's construction of the noise wall extension, the City has agreed to obtain all necessary permits associated

with tapping into the City of North Miami Beach's water line, and to bear the costs of associated impact fees; and

WHEREAS, in the event that any additional impact fees are imposed, levied, or charged by any party for the Department's noise wall construction and the City's landscaping and irrigation construction, the City will be solely responsible for such impact fees.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is mutually agreed as follows:

1. Each of the above recitals is true and correct, forms a material part of this Agreement, and each is incorporated herein by reference.
2. The Department agrees to pay to the City, as compensation for the herein described impacts and right of way services along N.W. Sunshine State Parkway East and West, in the lump sum amount of Ninety Five Thousand Eighty Seven Dollars and 85/100 (\$95,087.85) no earlier than January 31, 2010. The City may then invoice the Department for the compensation for the impacts.
3. Travel costs of the City will not be reimbursed.
4. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03 (1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the City. Interest penalties of less than one (\$1.00) dollar will not be enforced unless the City requests payment. Invoices that have to be returned to the City because of the City's preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
5. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline at 1-800-848-3792.

6. In the event this Agreement is for services in excess of \$25,000 and a term for a period of more than 1 year, the provisions of Section 339.135 (6) (a) are hereby incorporated:

“The Department [of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

7. The Department’s obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

8. Any and all notices (except invoices) given or required under this Agreement shall be in writing, and either personally delivered with receipt acknowledged, or sent by certified mail, return receipt requested. All notices shall be mailed or delivered as follows, unless a party directs in writing that notices shall be provided to it at another locations:

TO DEPARTMENT: William Sloup, P.E.
Director of Planning and Production
Department Headquarters
Post Office Box 613069
Ocoee, Florida 34761

WITH A COPY TO: Paul Wai, P.E.

Director of Highway Operations
Turnpike Operations Center
Post Office Box 9828
Fort Lauderdale, Florida 33310

TO CITY: Shirley Gibson
Mayor
City of Miami Gardens
1515 Northwest 167th Street
Miami Gardens, Florida 33169

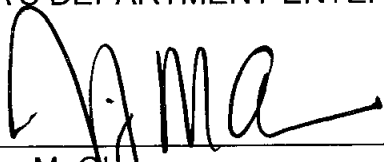
9. In the foreseeable future, but not the immediate future, when the Turnpike bridge over N.W. 183rd Street (Miami Gardens Drive) is widened to accommodate the widening of Florida's Turnpike (SR 91) the Turnpike will design and construct the new bridge and will provide aesthetic features similar to that depicted on the attached drawings. The timing of the widening of Florida's Turnpike (SR 91) in the Miami Gardens area will depend upon the Traffic and Revenue Studies of usage of Florida's Turnpike.
10. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
11. Nothing in this Agreement, express or implied, is intended to confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise, or to authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.
12. This Agreement may not be assigned or alienated without the prior written consent of each of the other parties.

13. Both parties are required to comply with the provisions of Chapter 119, Florida Statutes, and shall permit the public access to all documents, papers, letters, or to other materials that are non-exempt from the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
14. The rule of contract interpretation, that any ambiguity will be construed against the draftsman of the agreement, shall have no application to this Agreement, and it will not be construed more strongly in favor of one party than another.
15. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida.
16. Any dispute arising under this Agreement that cannot be readily resolved shall be submitted jointly to the signatories of this Agreement with each party agreeing to seek in good faith to resolve the issue through negotiations or other form of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, successors or assigns shall be dispositive of the dispute.
17. Subject to the provisions of this Agreement regarding assignment, this Agreement shall be binding upon the parties together with their legal representatives, successors and assigns.
18. The effective date of this Agreement shall be on the date that the last of the parties executes and delivers this Agreement to the other party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and for the purposes herein expressed.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FLORIDA'S DEPARTMENT ENTERPRISE

By: 
Jennifer M. Olson
Deputy Executive Director and
Chief Operating Officer

Date Executed: 2nd day of JUNE, 2009

Approved as to form and legality:

By: Jack R. Leonard
Jack R. Leonard
Office of the Department General Counsel

CITY OF MIAMI GARDENS

By: Shirley Gibson
Shirley Gibson
Mayor

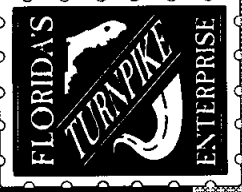
Date Executed: 27th day of MAY 2009

Attest: Ronetta Taylor
Ronetta Taylor, City Clerk

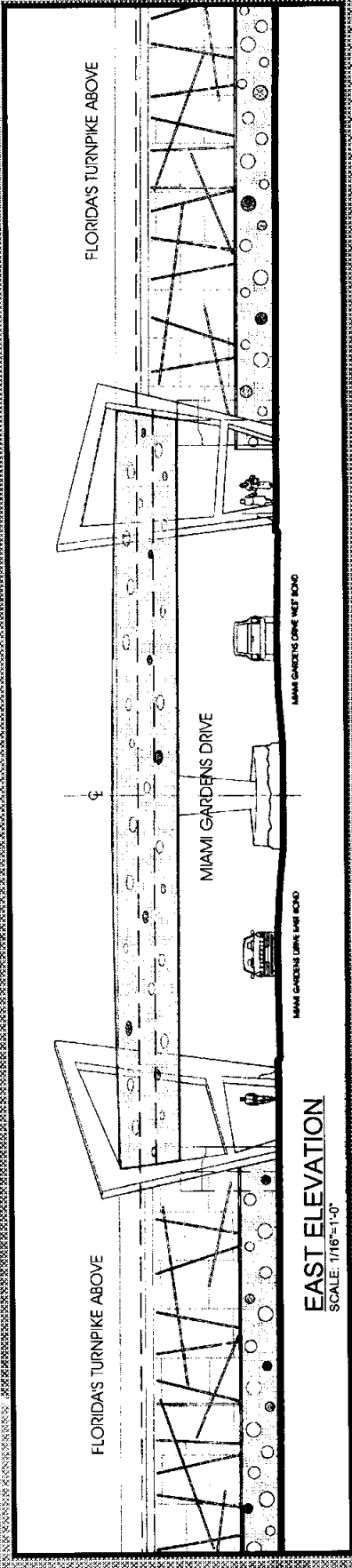
Approved as to form and legality:

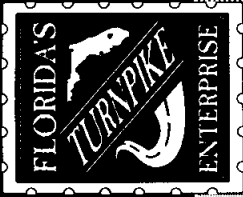
By: Sonja K. Dickens
Sonja K. Dickens, Esquire
City Attorney



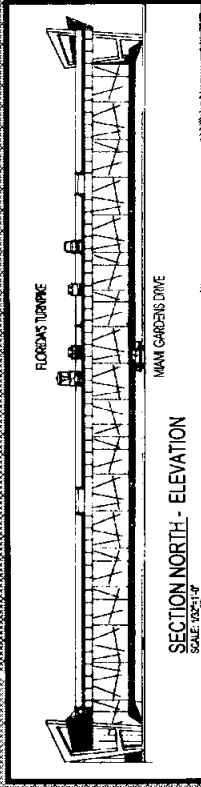
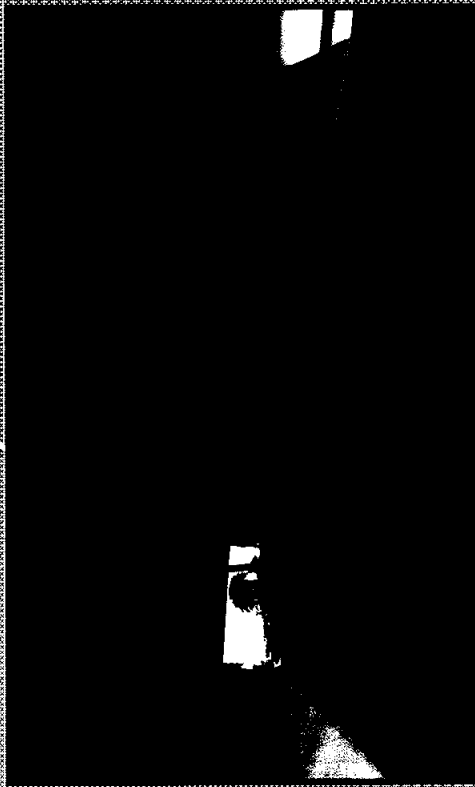
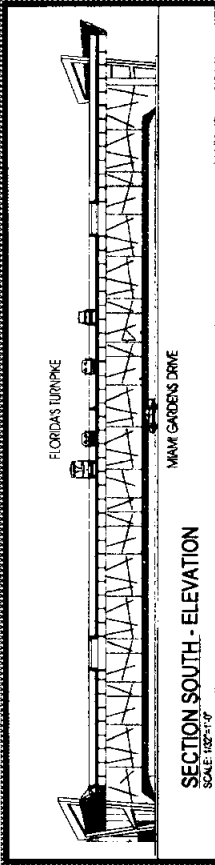


ELEVATION

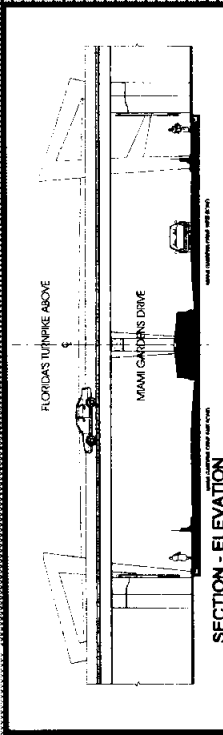
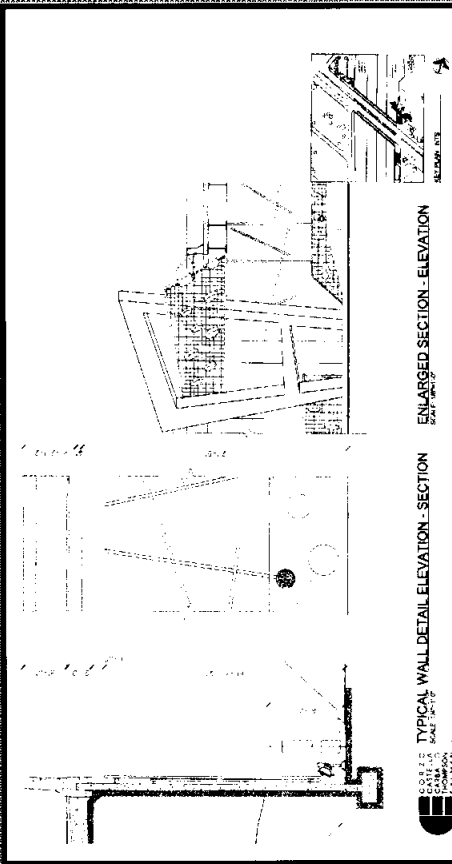
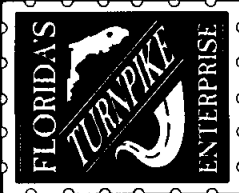




SECTIONS

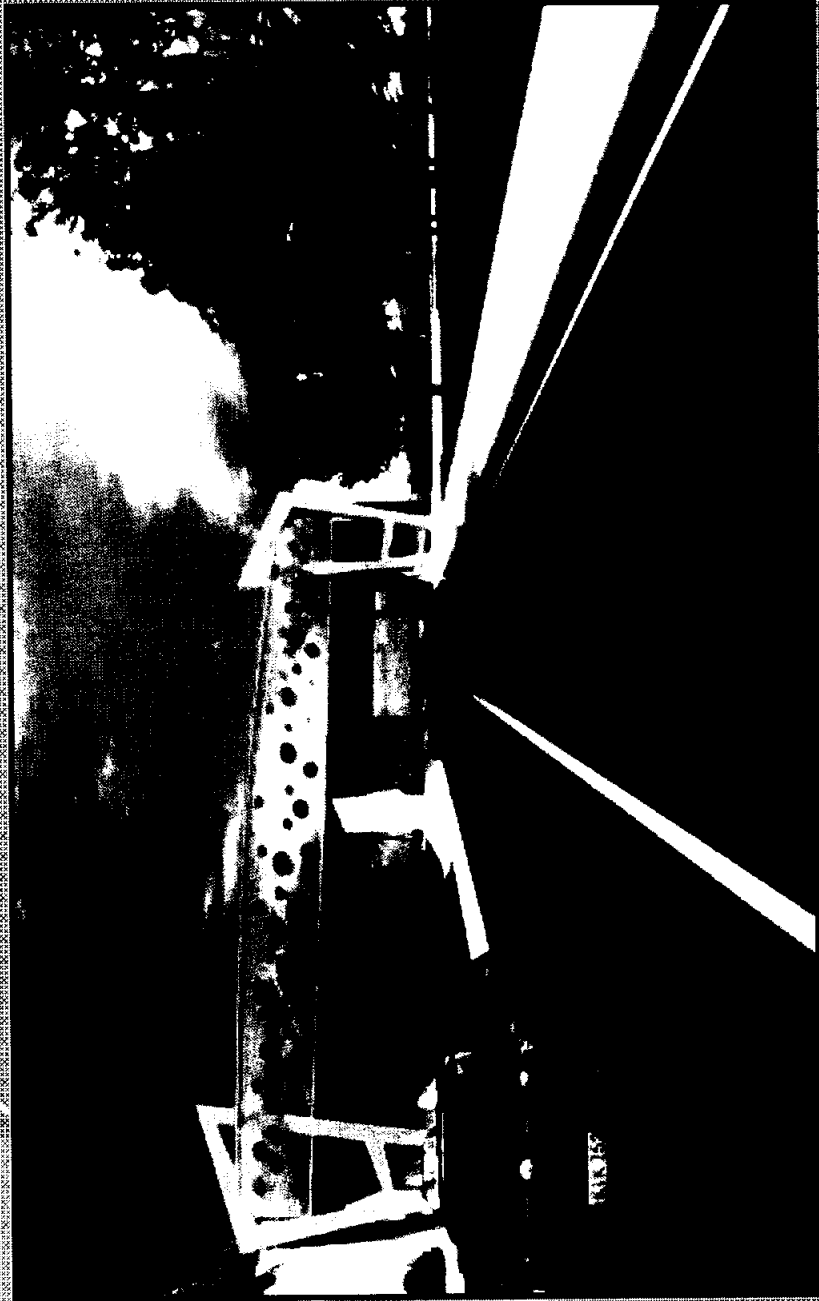
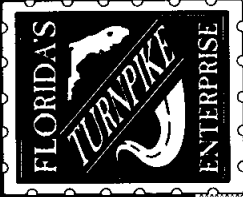


DETAILS





CONTEXT VIEW



ANIMATION

THANK YOU!

