CITY OF MIAMI GARDENS
CITY COUNCIL MEETING AGENDA

Meeting Date: November 9, 2016
Miami Gardens, Florida 33056
Next Regular Meeting Date: December 14, 2016
Phone: (305) 914-9010 Fax: (305) 914-9033
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

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

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

(A) CALL TO ORDER/ROLL CALL

(B) INVOCATION

(C) PLEDGE OF ALLEGIANCE

(D) APPROVAL OF MINUTES
D-1) Regular City Council Minutes – October 12, 2016

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

(F) SPECIAL PRESENTATIONS (5 minutes each)

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

None

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

None

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

None

(K) CONSENT AGENDA:

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN ADDENDUM TO THE LOBBYIST UNDERTAKING AGREEMENT WITH YOLANDA CASH JACKSON OF BECKER & POLIAKOFF, P.A., ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR NUNC PRO TUNC EFFECT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)

K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A PARTNERSHIP BETWEEN THE CITY OF MIAMI GARDENS AND THE FLORIDA YOUTH ORCHESTRA, TO PROVIDE FREE MUSIC LESSONS AND MUSICAL INSTRUMENTS TO YOUTH IN MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)

K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S EFFORTS TO SECURE STATE AND FEDERAL FUNDING TO ASSIST WITH ELIMINATING SEPTIC SYSTEMS AND TO CONVERT THEM TO SEWER SYSTEM CONNECTIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING COUNCILWOMAN LISA C. DAVIS' SIXTH ANNUAL "GIFTS OF LOVE" EVENT TO BE HELD SATURDAY, DECEMBER 10, 2016, AT CLOVERLEAF PARK, 303 NW 191ST STREET, MIAMI GARDENS, FLORIDA;

AUTHORIZING A SPONSORSHIP OF THE EVENT IN THE AMOUNT TWO THOUSAND FIVE HUNDRED DOLLARS ($1,250.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING COUNCILWOMAN LISA C. DAVIS' SIXTH ANNUAL "TURKEY GIVE-A-WAY" EVENT TO BE HELD FRIDAY, NOVEMBER 18, 2016, AT CLOVERLEAF PARK; AUTHORIZING A SPONSORSHIP OF THE EVENT IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) FROM THE CITY MANAGER'S SPECIAL EVENT ACCOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO RENEW THAT CERTAIN AGREEMENT WITH FOOD TRUCK INVASION, INC., FOR FOOD TRUCK AND FAMILY ENTERTAINMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN RODNEY HARRIS)

K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING THE WEEK OF FEBRUARY 5-11, 2017, AS FLORIDA MEMORIAL UNIVERSITY HOMECOMING WEEK; PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE (SPONSORED BY VICE MAYOR ERHABOR IGHODARO)

K-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, OPPOSING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S (DEP) WEAKENING OF RESTRICTIONS THAT WOULD ALLOW AN INCREASE IN THE RELEASE OF TOXIC CHEMICALS INTO FLORIDA'S WATERS; URGING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) NOT TO APPROVE THE FLORIDA DEP'S NEW RESTRICTIONS; SUPPORTING THE LAWSUIT FILED BY THE SEMINOLE TRIBE OF FLORIDA AGAINST THE FLORIDA DEP AND THE FLORIDA ENVIRONMENTAL REGULATIONS COMMISSION

(FERC) TO HALT THE INCREASE OF TOXINS IN FLORIDA'S WATER; OPPOSING ANY EFFORT BY THE DEP OR THE FERC TO OPPOSE THE SEMINOLE LITIGATION; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (VICE MAYOR ERHABOR IGHODARO)

K-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING COUNCILWOMAN LILLIE Q. ODOM'S MEDICARE EDUCATIONAL WORKSHOP TO ASSIST INDIVIDUALS TURNING 65 AND OLDER TO EDUCATE THEM ABOUT MEDICAL CHOICES IN CONJUNCTION WITH THE ELDERLY AFFAIRS ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (COUNCILWOMAN LILLIE Q. ODOM)

K-10) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP); URGING THE UNITED STATES SENATE AND HOUSE OF REPRESENTATIVE TO SUPPORT FUNDING FOR THIS PURPOSE IN THEIR FISCAL YEAR 2017 BUDGET; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LILLIE Q. ODOM)

K-11) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPOINTING JUDGES ANDREW HAGUE AND TANYA BRINKLEY TO SERVE WITH THE CITY CLERK AS THE CANVASSING BOARD FOR THE CITY OF MIAMI GARDENS' SPECIAL ELECTION SCHEDULED FOR TUESDAY, DECEMBER 6, 2016; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY CLERK)

K-12) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC. FOR BUS BENCHES/SHELTERS AND TRASH RECEPTACLE ADVERTISING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-13) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY TO PARTNER WITH THE FRIENDS OF MIAMI GARDENS FOR THE LOCAL INITIATIVES SUPPORT CORPORATION (LISC)/ESPN HOME COURT PILOT GRANT PROGRAM TO RENOVATE THE BASKETBALL COURT/GYMNASIUM AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-14) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO ENCO, LLC., FOR THE DESIGN, CONSTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS AT BENNET M. LIFTER PARK; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-15) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ROBBINS, INC., IN THE AMOUNT OF ONE HUNDRED SEVENTY THOUSAND, EIGHT HUNDRED TWENTY-TWO DOLLARS ($170,822.00), FOR IMPROVEMENTS TO THE GYMNASIUM AT BETTY T. FERGUSON RECREATIONAL COMPLEX, BY RELYING ON NATIONAL JOINT POWERS ALLIANCE CONTRACT NUMBER 082114#RBI; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(L) RESOLUTION(S)

None

QUASI-JUDICIAL ZONING HEARINGS:

(M) ORDINANCES ON FOR FIRST READING/PUBIC HEARING (S):

M-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY SUNBEAM REALTY, LLC FOR THE REZONING OF PROPERTY LOCATED AT 502 N.W. 207TH

STREET, MIAMI GARDENS, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, FROM AU – AGRICULTURAL AND UTILITIES DISTRICT TO R-25 MULTIPLE FAMILY DWELLING RESIDENTIAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

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

None

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

O-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA APPROVING THE SPECIAL EXCEPTION APPLICATION SUBMITTED BY FALLEN LEAVES RECOVERY, LLC., TO ALLOW A TREATMENT FACILITY IN THE PLANNED CORRIDOR DEVELOPMENT DISTRICT (PCD) FOR THE PROPERTY LOCATED AT 16805 N.W. 12TH AVENUE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

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

(Q) REPORTS OF MAYOR AND COUNCIL MEMBERS

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

(S) ADJOURNMENT

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 914-9010-EXT. 2830, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 914-9010 EXT. 2830. THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY'S WEBSITE AT www.miamigardens-fl.gov.

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.

18605 N W 27th Avenue, Suite 165
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	November 9, 2016		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes**	**No**
Funding Source:	General Fund		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**				
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
			Enhance Organizational ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	**Mayor Oliver Gilbert, III**		**Department:**		**Mayor's Office**		

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 ADDENDUM TO THE LOBBYIST UNDERTAKING AGREEMENT WITH YOLANDA CASH JACKSON OF BECKER & POLIAKOFF, P.A., ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR NUNC PRO TUNC EFFECT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Yolanda Cash-Jackson of Becker & Poliakoff, P.A., has provided lobbying services to the City since 2004. Ms. Cash-Jackson has been successful in assisting the City in its lobbying efforts, and attached is an Addendum to the Agreement with Becker & Poliakoff, P.A. that would allow Yolanda Cash-Jackson to provide lobbying services to the City for 2016 and 2017, with an option to renew the Agreement annually.

Proposed Action:

That the City Council approves the Resolution

18605 N W 27th Avenue, Suite 165
Miami Gardens, Florida 33056

Attachment:

Addendum to the Lobbyist Undertaking Agreement – Exhibit “A.”

RESOLUTION NO. 2016____

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 ADDENDUM TO THE LOBBYIST UNDERTAKING AGREEMENT WITH YOLANDA CASH JACKSON OF BECKER & POLIAKOFF, P.A., ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR NUNC PRO TUNC EFFECT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Yolanda Cash-Jackson of Becker & Poliakoff, P.A., has provided lobbying services to the City since 2004, and

WHEREAS, Ms. Cash-Jackson has been successful in assisting the City in its lobbying efforts, and

WHEREAS, the City would like execute the attached Addendum to the Agreement with Becker & Poliakoff, P.A. attached hereto as Exhibit "A" to provide lobbying services to the City for 2016 and 2017, with an option to renew the Agreement annually, and

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Clerk to execute and attest respectively that certain Addendum attached hereto as Exhibit "A."

Section 3: NUNC PRO TUNC EFFECT: This Resolution is hereby given nunc pro tunc effect from January 24, 2015.

Section 4. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby directed to obtain two (2) fully executed copies of the subject Agreement with one to be maintained by the City and wit one to be delivered to Yolanda Cash Jackson of Becker & Poliakoff.

Section 5: 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 _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: MAYOR OLIVER GILBERT, III

Moved by: _____

VOTE: _____

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

68

ADDENDUM TO THE SERVICE AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND BECKER & POLIAKOFF, P.A.

THIS ADDENDUM ("Addendum") is hereby incorporated into that certain Service Agreement between the City of Miami Gardens ("City"), and Becker & Poliakoff, P.A., for Lobbying Services, entered into on January 23, 2015, ("Agreement").

1. Paragraph 5 shall be stricken in part and replaced with the following:

   TERM. This Agreement shall be effective for a two-year term, which commenced on January 24, 2016 and ends on January 25, 2018, unless earlier terminated pursuant to this Agreement. The parties shall have the option to renew for additional one (1) year terms.

2. The remaining parts of Paragraph 1 shall remain in full force and effect.

3. Paragraph 20 shall be stricken in part and replaced with the following:

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

4. INCONSISTENCY. In the event of an inconsistency or contradiction between the terms hereof and the terms of the Agreement, to which this Addendum is attached, the terms hereof shall control.

5. EFFECT OF ORIGINAL AGREEMENT. All terms of the Agreement not affected by this Addendum shall remain in full force and effect.

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

CITY OF MIAMI GARDENS

_____ Date:_____
CAMERON BENSON, CITY MANAGER

ATTEST:

_____
City Clerk,
RONETTA TAYLOR, CMC

Approved As To Form
Sufficiency:

_____
SONJA K. DICKENS, CITY ATTORNEY

BECKER & POLIAKOFF, P.A.

By: _____
YOLANDA CASH JACKSON

Date:_____

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9, 2016**		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
						X	
Funding Source:	*(Enter Fund & Dept)* General Fund		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**		*N/A*		
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** X **Communcation** ☐				
Sponsor Name	**Mayor Oliver Gilbert III**		**Department:**		**Mayor and Council**		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A PARTNERSHIP BETWEEN THE CITY OF MIAMI GARDENS AND THE FLORIDA YOUTH ORCHESTRA, TO PROVIDE FREE MUSIC LESSONS AND MUSICAL INSTRUMENTS TO YOUTH IN MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

To diversify the programming available to the community through our Parks and Recreation Department, Mayor Gilbert proposes partnering with the Florida Youth Orchestra to provide free music lessons and musical instruments to youth in Miami Gardens. Founded in 1988, Florida Youth Orchestra provides high quality classical music education to musicians ages 6 – 19. Florida Youth Orchestra also administers the Music STEPS program through which it provides music lessons, instruments and performance opportunities to children who could not otherwise

18605 NW 27th Avenue
Miami Gardens, Florida 33056

access music education. Thus far, Music STEPS has served more than 1,500 students in after-school initiatives that provide each child with a unique opportunity to learn a musical instrument.

Through this partnership, the City of Miami Gardens will provide a designated space for the Florida Youth Orchestra to offer classes to youth in Miami Gardens. These classes will take place twice a week in a space chosen by the City and each class will last approximately 90 minutes. In turn, Florida Youth Orchestra will provide music lessons and musical instruments to participants at no charge.

This partnership will support the City's efforts to provide diverse programming for the youth in our community and underscores the importance of creating meaningful partnerships with service providers in Miami Dade County.

Proposed Action:

That the City Council approves the attached Resolution.

Attachment:

No.

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A PARTNERSHIP BETWEEN THE CITY OF MIAMI GARDENS AND THE FLORIDA YOUTH ORCHESTRA, TO PROVIDE FREE MUSIC LESSONS AND MUSICAL INSTRUMENTS TO YOUTH IN MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to diversify the programming available to the community through our Parks and Recreation Department, Mayor Oliver Gilbert, III, proposes partnering with the Florida Youth Orchestra to provide free music lessons and musical instruments to youth in Miami Gardens, and

WHEREAS, founded in 1988, Florida Youth Orchestra provides high quality classical music education to musicians ages 6 to 19, and

WHEREAS, Florida Youth Orchestra also administers the Music STEPS program through which it provides music lessons, instruments and performance opportunities to children who could not otherwise access music education, and

WHEREAS, thus far, Music STEPS has served more than 1,500 students in after-school initiatives that provide each child with a unique opportunity to learn a musical instrument, and

WHEREAS, through this partnership, the City of Miami Gardens will provide a designated space for the Florida Youth Orchestra to offer classes to youth in Miami Gardens, and

WHEREAS, these classes will take place twice a week in a space chosen by the City and each class will last approximately 90 minutes, and

WHEREAS, in turn, Florida Youth Orchestra will provide music lessons and musical instruments to participants at no charge, and

WHEREAS, this partnership will support the City's efforts to provide diverse programming for the youth in our community and underscores the importance of creating meaningful partnerships with service providers in Miami Dade County,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes a partnership with the Florida Youth Orchestra to provide free music lessons and musical instruments to youth in the City of Miami Gardens.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: MAYOR OLIVER GILBERT, III

Moved by: _____

VOTE: _____

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

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9, 2016**		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
		x	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source:	**Revenue – General Fund**		**Advertising Requirement:**		**Yes**		**No**	
							X	
Contract/P.O. Required:	**Yes**	**No**	**RFP/RFQ/Bid #:**		**N/A**			
		X						
Strategic Plan Related:	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:**			
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		.			
Sponsor Name:	**Lisa C. Davis, Council Member**		**Department:**		**Mayor/Council**			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S EFFORTS TO SECURE STATE AND FEDERAL FUNDING TO ASSIST WITH ELIMINATING SEPTIC SYSTEMS AND TO CONVERT THEM TO SEWER SYSTEM CONNECTIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

Onsite sewage treatment and disposal systems, commonly referred to as septic systems, are a type of onsite facility. A key component of a septic system is the significant treatment of wastewater in an underground drainfield. Some portions of Miami-Dade County and the City of Miami Gardens, particularly rural and suburban areas, lack public sanitary sewer systems and therefore rely on septic systems to treat and dispose of wastewater from toilets, sinks, and dishwashers. Within the City of Miami Gardens and other municipalities in Miami-Dade County, residents also rely on septic systems.

18605 NW 27th Avenue
Miami Gardens, Florida 33056

Wherever located, septic systems may present environmental concerns and are potentially vulnerable to the effects of sea level rise.

On July 6, 2016, Governor Rick Scott announced that he will propose additional funding in his State Fiscal Year 2017-2018, recommended budget for a voluntary matching program to encourage residents to convert from septic tanks to sewer systems to help curb pollution that is currently entering into the Indian River Lagoon and Caloosahatchee River.

Governor Scott's proposal would also provide financial support to local communities to help them build wastewater systems to meet the increased demand for wastewater services.

Current Situation

Miami-Dade Board of County Commission urges municipalities to join with them in urging the Florida Legislature to provide state funding to assist local communities in eliminating septic systems and converting to sewer systems connections, as proposed by Governor Scott.

Furthermore, the Miami-Dade Board of County Commission would like to partner with municipalities within Miami-Dade County to eliminate septic systems for the betterment of our environment and water quality, and is seeking funding from the state and federal levels to assist with such endeavors.

Councilwoman Davis understands the importance of eliminating septic systems in the City of Miami Gardens, and supports the Miami-Dade Board of County Commission's efforts.

Proposed Action:

That the City Council adopts the attached resolution to partner with Miami-Dade County to secure state and federal funding to assist with eliminating septic systems and converting to sewer system connections.

Attachments:

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S EFFORTS TO SECURE STATE AND FEDERAL FUNDING TO ASSIST WITH ELIMINATING SEPTIC SYSTEMS AND TO CONVERT THEM TO SEWER SYSTEM CONNECTIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, onsite sewage treatment and disposal systems, commonly referred to as septic systems, are a type of onsite facility, and

WHEREAS, a key component of a septic system is the significant treatment of wastewater in an underground drain field, and

WHEREAS, some portions of Miami-Dade County and the City of Miami Gardens, particularly rural and suburban areas, lack public sanitary sewer systems and therefore rely on septic systems to treat and dispose of wastewater from toilets, sinks, and dishwashers, and

WHEREAS, within the City of Miami Gardens and other municipalities in Miami-Dade County, residents also rely on septic systems, and

WHEREAS, wherever located, septic systems may present environmental concerns and are potentially vulnerable to the effects of sea level rise, and

WHEREAS, on July 6, 2016, Governor Rick Scott announced that he will propose additional funding in his State Fiscal Year 2017-2018, recommended budget for a voluntary matching program to encourage residents to convert from septic tanks to sewer systems to help curb pollution that is currently entering into the Indian River Lagoon and Caloosahatchee River, and

WHEREAS, Governor Scott's proposal would also provide financial support to local communities to help them build wastewater systems to meet the increased demand for wastewater services, and

WHEREAS, Miami-Dade Board of County Commission urges municipalities to join with them in urging the Florida Legislature to provide state funding to assist local communities in eliminating septic systems and converting to sewer systems connections, as proposed by Governor Scott, and

WHEREAS, furthermore, the Miami-Dade Board of County Commission would like to collaborate with municipalities within Miami-Dade County to eliminate septic systems for the betterment of our environment and water quality, and is seeking funding from the state and federal levels to assist with such endeavors, and

WHEREAS, Councilwoman Davis understands the importance of eliminating septic systems in the City of Miami Gardens, and supports the Miami-Dade Board of County Commission's efforts, and

WHEREAS, Councilwoman Davis recommends that the City Council adopt this resolution to support Miami-Dade County in its efforts to secure state and federal funding to assist with eliminating septic systems and converting to sewer system connections,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby supporting Miami-Dade County's efforts to secure state and federal funding to assist with eliminating septic systems and to convert them to sewer system connections.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

Moved by: _____
Seconded by: _____

VOTE: _____

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

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	November 9, 2016		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				x			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes**	**No**
					X		
Funding Source:	"City Manager Special Events Account $2,500		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**		*N/A*		
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* **N/A**		
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communcation** ☐				
Sponsor Name	Lisa C. Davis Council Member		**Department:**		Mayor/City Council		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING COUNCILWOMAN LISA C. DAVIS' SIXTH ANNUAL "GIFTS OF LOVE" EVENT TO BE HELD SATURDAY, DECEMBER 10, 2016, AT CLOVERLEAF PARK, 303 NW 191ST STREET, MIAMI GARDENS, FLORIDA; AUTHORIZING A SPONSORSHIP OF THE EVENT IN THE AMOUNT TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

This marks the sixth year of Councilwoman Lisa C. Davis' sponsored a "Gifts of Love" Toy-Give-Away event. The toys are handed out on a first come, first served basis to youth residing in the City of Miami Gardens.

Over three hundred toys were provided for last year's event. The event is mainly funded by contributions from the business community. Councilwoman Davis is also excited and honored to have The "Black Dolls Affair" participating again this year.

18605 NW 27th Avenue
Miami Gardens, Florida 33056

This event is scheduled to take place, Saturday, December 10, 2016, from 11:00AM – 2:00PM, at Cloverleaf Park.

Fiscal Impact

The expected costs will be funded from the City Manger's Special Event Account 01-12-01-512-492-00 in the amount of $2500.00.

Proposed Action:

That the City Council approve the attached Resolution, allocating funding for this event from the Special Events Account 01-12-01-512-492-00 in the amount of $2,500.00.

Attachment:

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING COUNCILWOMAN LISA C. DAVIS' SIXTH ANNUAL "GIFTS OF LOVE" EVENT TO BE HELD SATURDAY, DECEMBER 10, 2016, AT CLOVERLEAF PARK, 303 NW 191ST STREET, MIAMI GARDENS, FLORIDA; AUTHORIZING A SPONSORSHIP OF THE EVENT IN THE AMOUNT TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this marks the sixth year of Councilwoman Lisa C. Davis' sponsored a "Gifts of Love" Toy-Give-Away event, and

WHEREAS, the toys are handed out on a first come, first served basis to youth residing in the City of Miami Gardens, and

WHEREAS, over three hundred toys were provided for last year's event, and

WHEREAS, the event is mainly funded by contributions from the business community, and

WHEREAS, Councilwoman Davis is also excited and honored to have The "Black Dolls Affair" participating again this year, and

WHEREAS, this event is scheduled to take place, Saturday, December 10, 2016, from 11:00 a.m. to 2:00 p.m. at Cloverleaf Park, and

WHEREAS, the expected costs will be funded from the City Manger's Special Event Account 01-12-01-512-492-00 in the amount of Two Thousand Five Hundred Dollars ($2,500.00),

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the allocation of funds for this event from the Special Events Account 01-12-01-512-492-00 in the amount of $2,500.00 for the Sixth Annual "Gifts of Love" event.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

Moved by: _____
Seconded by: _____

VOTE: _____

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

Councilman David Williams Jr.~~Erhabor Ighodaro, Ph.D.~~ _____ (Yes)
_____ (No)

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	November 9, 2016		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				x				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source:	City Manager's Special Events Account 01-12-01-512-492-00 in the amount of $2,500.00		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**		*N/A*			
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* **N/A**			
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communcation** ☐					
Sponsor Name	Lisa C. Davis Council Member		**Department:**		Mayor/City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING COUNCILWOMAN LISA C. DAVIS' SIXTH ANNUAL "TURKEY GIVE-A-WAY" EVENT TO BE HELD FRIDAY, NOVEMBER 18, 2016, AT CLOVERLEAF PARK; AUTHORIZING A SPONSORSHIP OF THE EVENT IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) FROM THE CITY MANAGER'S SPECIAL EVENT ACCOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Councilwoman Lisa C. Davis has sponsored a "Turkey Give-A-Way event annually for more than five (5) years. The turkeys, along with all the trimmings for a great Thanksgiving Family Meal is provided to those City of Miami Gardens residents who register prior to the event.

18605 NW 27th Avenue
Miami Gardens, Florida 33056

Over seven hundred (700) turkeys were provided for last year's event. The event is mainly funded by contributions from the business community. Councilwoman Davis also partners with Farm Share for this event.

In order to ensure the success of this year's event, Councilwoman Davis is requesting sponsorship in the amount of $2,500.00, to be allocated from the City Manager's Special Events Account. It is Councilwoman Davis' intent to solicit outside donations to offset the cost of the event.

Fiscal Impact

The funding will be derived from the City Manager's Special Event Account 01-12-01-512-492-00 in the amount of $2,500.00.

Proposed Action:

That the City Council approve the attached Resolution, allocating $2,500.00, from the Special Events Account 01-12-01-512-492-00 for this purpose.

Attachment:

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING COUNCILWOMAN LISA C. DAVIS' SIXTH ANNUAL "TURKEY GIVE-A-WAY" EVENT TO BE HELD FRIDAY, NOVEMBER 18, 2016, AT CLOVERLEAF PARK; AUTHORIZING A SPONSORSHIP OF THE EVENT IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) FROM THE CITY MANAGER'S SPECIAL EVENT ACCOUNT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Councilwoman Lisa C. Davis has sponsored a "Turkey Give-A-Way" event annually for more than five (5) years, and

WHEREAS, the turkeys, along with all the trimmings for a great Thanksgiving Family Meal is provided to those City of Miami Gardens residents who register prior to the event, and

WHEREAS, over seven hundred (700) turkeys were provided for last year's event, and

WHEREAS, the event is mainly funded by contributions from the business community, and

WHEREAS, Councilwoman Davis also partners with Farm Share for this event, and

WHEREAS, it is Councilwoman Davis' intent to solicit outside donations to offset the cost of the event, and

WHEREAS, the funding will be derived from the City Manager's Special Event Account 01-12-01-512-492-00 in the amount of Two Thousand Five Hundred Dollars ($2,500.00),

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby supports Councilwoman Lisa C. Davis' Sixth Annual "Turkey Give-A-Way" event to be held Friday, November 18, 2016, at Cloverleaf Park. The City Council further authorizes a sponsorship in the amount of Two Thousand Five Hundred Dollars ($2,500.00) from the City Manager's Special Event Account.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III ____ (Yes) ____ (No)

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

72

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

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9, 2016**		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
						X	
Funding Source:	**Revenue: Food Truck Invasion** **Expenses: Public Affairs Special Event Account**		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**		**NA**		
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		X					
Sponsor Name	**Councilman Rodney Harris**		**Department:**		**Media & Events**		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO RENEW THAT CERTAIN AGREEMENT WITH FOOD TRUCK INVASION, INC., FOR FOOD TRUCK AND FAMILY ENTERTAINMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

Councilman Harris proposes to renew the City's partnership with Food Truck Invasion, Inc. (FTI) to continue food truck dining and family entertainment in Miami Gardens. FTI is known throughout South Florida for coordinating food truck events in partnership government entities such as Broward County Parks and Recreation, Palm Beach County, and the City of Wellington. The City's current contract with FTI expires December 31, 2016.

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

Current Situation

The City of Miami Gardens Food Truck Invasion will continue to be held every third Friday of the month, 5:30 pm – 9:30 pm, at Rolling Oaks Park. Families will be able to enjoy entertainment (music, karaoke, or a movie) while dining at 18+ food trucks present. Since its inception, approximately 1500 – 2200 people partake monthly in this Miami Gardens community event.

Staff is working with Food Truck Invasion, Inc. to finalize the renewal contract with the following terms:

- Food Truck Invasion will select the food trucks and rotation of trucks attending, with a guaranteed number of food trucks for each event.
- New vendors interested in attending will be directed to the foodtruckinvasion.com.
- Preference will be given to qualified local vendors.
- Vendors will not be permitted to attend without the consent of both parties.
- Sponsor revenue raised by Food Truck Invasion, Inc will be shared at a 50/50 split unless they are covering a specific cost (i.e.; band, movie, etc.), but cannot be any food, drink or consumable vendor unless approved by both parties.
- Insurance will be covered by Food Truck Invasion Inc.
- Food Truck Invasion will pay for the use of the park (based on the number of people in attendance).

Fiscal Impact

Food Truck Invasion, Inc. will pay the City a park use fee based on the number of individuals in attendance each month. Family entertainment such a movies, bounce houses, game trucks, etc. will be covered under the Public Affairs Special Event account.

Proposed Action:

It is recommended that the City Council approve this resolution allowing the City Manager and City Attorney to negotiate and execute a contract with Food Truck Invasion, Inc.

Attachment:

Exhibit “A” – Permit Contract

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO RENEW THAT CERTAIN AGREEMENT WITH FOOD TRUCK INVASION, INC., FOR FOOD TRUCK AND FAMILY ENTERTAINMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Councilman Rodney Harris proposes to renew the City of Miami Gardens' partnership with Food Truck Invasion, Inc. (FTI), to continue to bring food trucks and family entertainment to the City, and

WHEREAS, FTI coordinates food truck events throughout South Florida, and

WHEREAS, the City's current contract with FTI expires on December 31, 2016, and includes an option to renew annually, and

WHEREAS, the City's Food Truck Invasion will continue to be held every third Friday of each month, from 5:30 pm to 9:30 pm, at Rolling Oaks Park, and

WHEREAS, FTI will pay the City a park usage fee based on the number of people in attendance at each event, and

WHEREAS, family entertainment, such as movies, bounce houses, game trucks, etc., will be covered by supplies housed with the Miami Gardens Parks and Recreation Department, or rented using funds from Councilman Harris' expense account, or FTI will cover the cost, and

WHEREAS, City Staff recommends that the City Council authorize the City Manager to renew that certain Agreement with Food Truck Invasion, Inc., to continue food truck dining and family entertainment in Miami Gardens,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to renew that certain Agreement with Food Truck Invasion, Inc., to continue food truck dining and family entertainment in Miami Gardens.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILMAN RODNEY HARRIS

Moved by: _____
Seconded by : _____

VOTE: _____

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

67

PERMIT AGREEMENT

This AGREEMENT (this "Agreement") is entered into this 13th day of July, 2015 between the **CITY OF MIAMI GARDENS**(the "CITY"), having an address of 18605 NW 27th Avenue, Miami Gardens, Florida 33056 and **Food Truck Invasion, Inc.,** (the "PERMITTEE") offering services having an address of 9961 SW 129th Street, Miami, FL 33176.

The CITY AND PERMITTEE MUTUALLY AGREE AS FOLLOWS:

1. TERM. This Agreement shall be effective for a term, which commences on July 13, 2015 and ends on December 31, 2016 unless earlier terminated pursuant to this Agreement. The CITY reserves the right to exercise the option to renew annually (subject to the appropriation of funds. Contract renewal shall be based on a determination that the contract is in the best interest of the CITY. This contract is not an exclusive contract.

2. PERMIT. The CITY agrees to allow PERMITTEE to utilize Rolling Oaks Park or any other agreed upon City location, in the City's discretion, for the purposes outlined in Exhibit "A." PERMITTEE understands that the location(s) are City Parks and said parks shall be maintained in the condition in which they are maintained by the City. PERMITTEE shall return all property of the City in the manner in which the CITY keeps it.

3. COMPENSATION. PERMITTEE shall pay the City for use of the park based on the attendance at each event as follows, no later than 10 business days after each event:

Up to 1500 people	$175
1501 to 2500 people	$350
2501 and Up	$525

CITY shall pay no compensation to PERMITTEE.

4. INDEPENDENT CONTRACTOR AND SUBCONTRACTORS. PERMITTEE shall be deemed an independent contractor and not an agent or employee of the CITY, and shall not attain any rights or benefits generally afforded to CITY employees; further, PERMITTEE shall not be deemed entitled to the CITY'S worker's compensation, insurance benefits or similar protections or benefits. PERMITTEE shall obtain written approval prior to engaging any subcontractor(s) to assist with fulfilling the obligations outlined in this Agreement.

5. INDEMNITY. Subject to the limitations of Section 768.28 Florida Statutes, PERMITTEE shall protect, defend, indemnify, and hold harmless the CITY and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of the PERMITTEE, by or on behalf of the PERMITTEE, or resulting from any violation by the PERMITTEE or its employees of any statute law, ordinance, regulation or other legal requirement pertaining to a safe place of employment for workers, minimum hours and wages, and fair employment practices. However, nothing herein shall be deemed to indemnify CITY for any liability or claim arising solely out of the negligent performance of CITY.

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

6. INSURANCE.

PERMITTEE shall maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000. Occurrence Form Required. Coverage shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations.

PERMITTEE shall also be required to provide and maintain, during the life of the Agreement, automobile liability insurance with a limit of not less than $100,000 each occurrence for bodily injury and property damage liability for the vehicles utilized at the event.

PERMITTEE shall provide the City with proof of statutory workers' compensation insurance.

PERMITTEE shall provide a Certificate of Insurance that confirms in writing that City of Miami Gardens is an Additional Insured. The insurance shall be placed with insurance carriers authorized by the Insurance Department in the State of Florida. All insurance carriers must meet a minimum financial AM Best company rating of no less than A- Excellent: FSC VII. There shall be no less than a (30) day notice of cancellation.

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

7. NO ASSIGNMENT. PERMITTEE shall not, under any circumstances, assign this Agreement or its rights or duties without prior written authorization from the CITY.

8. TERMINATION. The City may, for its convenience and without cause, terminate this Agreement by giving PERMITTEE written notice at least seven (7) days prior to the effective date of the termination.

The City may terminate this Agreement for cause immediately and without prior notice to PERMITTEE should the City determine that SERVICE PROVIDE has breached any provision of

this Agreement. Should the City terminate this Agreement for cause, the City shall provide notice as soon as possible to PERMITTEE.

PERMITTEE may terminate this Agreement by giving the City written notice at least seven (7) days prior to the effective date of termination.

9. NOTICE. Notice shall be deemed given when personally delivered, faxed with a fax return or seventy-two (72) hours after deposit in the United States mail postage prepaid, return receipt requested, addressed as follows:

PERMITTEE: **CITY:**

Cameron Benson, City Manager
City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, Florida 33056

With a copy to:

Sonja K. Dickens, City Attorney
City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, Florida 33056

10. DOCUMENTS & MARKETING MATERIALS. Any documents and marketing materials to include, but not limited to, flyers, banners, advertisements created by PERMITTEE under this Agreement shall be submitted to CITY for approval prior to distribution.

11. TARDINESS & CANCELLATIONS. Any planned cancellations or changes must be approved by CITY. CITY reserves the right to terminate this Agreement for any reason, including tardiness or unapproved cancellations.

12. MISCELLANEOUS.

a. This Agreement is the only Agreement between PERMITTEE and CITY and may be amended in writing and agreed upon by both parties. No waiver of any term or condition of this Agreement shall be continuing waiver thereof.

b. PERMITTEE shall, without additional expenses to CITY, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances, and regulations in connection with the performance of the services specified herein.

c. No modification, amendment, or alteration of 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.

d. This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

e. PERMITTEE shall keep all books, records and rosters in accordance with regularly accepted accounting procedures, and shall make those documents available to the CITY for inspection and audit at all times.

f. This Agreement shall be construed and governed pursuant to Florida law. Any litigation between the parties, which arises out of or is related to this Agreement, shall be maintained solely in the Florida state courts situated in Miami-Dade County, Florida. Further, the parties hereby expressly waive any right to trial by jury in any litigation between the party, which arise out of or is related to this Agreement.

g. In the event that either party is required to file legal action to enforce provisions under this Agreement, the prevailing party shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

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

14. SEVERABILITY. If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

15. WAIVER. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by PERMITTEE of the same, or any other provision or the enforcement thereof. The CITY's consent to or approval of any act by PERMITTEE requiring the CITY's consent or approval shall not be deemed to render unnecessary the obtaining of the CITY's consent to or approval of any subsequent consent or approval of PERMITTEE, whether or not similar to the act so consented to or approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

City of Miami Gardens, _____

By: _____
Cameron Benson
City Manager

By: _____
Carilyn Simon
Food Truck Invasion, Inc.

ATTEST:

Street Address: 8029 SW 64TH STREET

City, State Zip: Miami, FL 33143

By: _____
Ronetta Taylor, City Clerk

Phone Number: 1-844-682-7466
E-mail: info@foodtruckinvasion.com

Approved as to Legal form:

Food Truck Invasion, Inc.
Business Name (if applicable)

By: _____
Sonja Dickens, City Attorney

452698822
Social Security # or Tax Id #

Scope A

Agreement with Food Truck Invasion Inc.

July 13, 2015 – December 31, 2016

PERMITEE will do the following:

- Food Truck Invasion will select the food trucks and coordinate rotation of trucks attending monthly.
- New vendors interested in attending will be directed to the foodtruckinvasion.com
- Miami Gardens/Local vendors will be permitted to attend upon approval of both parties.
- Sponsor revenue will be shared at a 50/50 split unless sponsorship covers a specific expense (i.e.; band, movie, etc.). Sponsorship cannot be any food, drink or consumable vendor unless approved by both parties.
- Insurance will be covered by Food Truck Invasion Inc.
- Advertise the events via all available outlets.

CITY will do the following:

- Prepare the site according to the agreed upon specifications.
- Arrange for Law Enforcement to be in attendance.
- Advertise the events via all available outlets.

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	November 9, 2016		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				x			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
		x	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
Funding Source:			**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**N/A**		
Sponsor Name	Erhabor Ighodaro, Vice Mayor		**Department: City Manager**		***Office of the Mayor/Council***		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING THE WEEK OF FEBRUARY 5-11, 2017, AS FLORIDA MEMORIAL UNIVERSITY HOMECOMING WEEK; PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Florida Memorial University will be celebrating its Homecoming activities February 5 through 11, 2017. One of the planned activities for this event is a Homecoming Parade, which is scheduled for Saturday, February 11, 2017. In preparation for this parade, Vice Mayor Ighodaro is requesting to have NW 42nd Avenue from NW 183rd Street south to Florida Memorial University on NW 158th Street blocked off for this event.

18605 NW 27th Avenue
Miami Gardens, Florida 33056

Vice Mayor Ighodaro recognizes the outstanding contributions made by this historical institution and congratulates the administration, faculty and student body on the occasion of their Homecoming Celebration.

Florida Memorial University is the only Historically Black College or University (HBCU) in the Greater Miami, Florida area. The University, which is located within the corporate boundaries of the City of Miami Gardens, Florida, is the product of two institutional merges in 1941 involving Florida Baptist Institute established by the Black Baptist of Florida in Live Oak in 1879, and the Florida Baptist Academy established in Jacksonville, Florida.

In 1918, the institute relocated to St. Augustine, Florida where it remained until 1968. The institute changed its name to Florida Memorial College in 1963, relocated to Miami, Florida in 1968 and became Florida Memorial University in March 2006, with 41 undergraduate degree programs and graduate programs in education and business administration. Florida Memorial University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools. The Association of Collegiate Business Schools and Programs, the National Council for Accreditation of Teacher Education, the National Association of Schools of Music, and the Council on Social Work Education.

Proposed Action:

Recommend Council approval of this resolution supporting the week of February 5-11, 2017, as Florida Memorial Homecoming Week, and directing the City Manager to take all necessary actions to block off NW 42nd Avenue from 183rd Street, south to Florida Memorial University and NW 158th Street.

Attachment:

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING THE WEEK OF FEBRUARY 5-11, 2017, AS FLORIDA MEMORIAL UNIVERSITY HOMECOMING WEEK; PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Memorial University will be celebrating its Homecoming activities February 5 through 11, 2017, and

WHEREAS, one of the planned activities for this event is a Homecoming Parade, which is scheduled for Saturday, February 11, 2017, and

WHEREAS, in preparation for this parade, Councilman Ighodaro is requesting to have NW 42nd Avenue from NW 183rd Street South to Florida Memorial University on NW 158th Street blocked off for this event, and

WHEREAS, Vice Mayor Ighodaro recognizes the outstanding contributions made by this historical institution and congratulates the administration, faculty and student body on the occasion of their Homecoming Celebration, and

WHEREAS, Florida Memorial University is the only Historically Black College or University (HBCU) in the Greater Miami, Florida area, and

WHEREAS, The University, which is located within the corporate boundaries of the City of Miami Gardens, Florida, is the product of two institutional merges in 1941 involving Florida Baptist Institute established by the Black Baptist of Florida in Live Oak in 1879, and the Florida Baptist Academy established in Jacksonville, Florida, and

WHEREAS, In 1918, the institute relocated to St. Augustine, Florida where it remained until 1968, and

WHEREAS, the institute changed its name to Florida Memorial College in 1963, relocated to Miami, Florida in 1968, and became Florida Memorial University in March

2006, with 41 undergraduate degree programs and graduate programs in education and business administration, and

WHEREAS, Florida Memorial University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools, The Association of Collegiate Business Schools and Programs, the National Council for Accreditation of Teacher Education, the National Association of Schools of Music, and the Council on Social Work Education,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby recognizes the week of February 5-11, 2017 as Florida Memorial University Homecoming Week. The City Council also directs that the City Manager block off NW 42nd Avenue from NW 183rd Street South to Florida Memorial University on NW 158th Street for the Homecoming parade event.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____

OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: VICE MAYOR ERHABOR IGHODARO, PH.D.

Moved by: _____
Seconded by: _____

VOTE: _____

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

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9, 2016**		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
			Public Hearing: *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source:			**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**NA**			
Sponsor Name	**Erhabor Ighodaro, Vice Mayor**		**Department:**		**Office of Mayor/Council**			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, OPPOSING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S (DEP) WEAKENING OF RESTRICTIONS THAT WOULD ALLOW AN INCREASE IN THE RELEASE OF TOXIC CHEMICALS INTO FLORIDA'S WATERS; URGING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) NOT TO APPROVE THE FLORIDA DEP'S NEW RESTRICTIONS; SUPPORTING THE LAWSUIT FILED BY THE SEMINOLE TRIBE OF FLORIDA AGAINST THE FLORIDA DEP AND THE FLORIDA ENVIROMENTAL REGULATIONS COMMISSION (FERC) TO HALT THE INCREASE IN TOXINS IN FLORIDA'S WATER; OPPOSING ANY EFFORT BY THE DEP OR THE FERC TO OPPOSE THE SEMINOLE LITIGATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Agenda Item K-8
Opposing DEP Weakening Restrictions

18605 NW 27th Avenue
Miami Gardens, Florida 33056

BACKGROUND

The Florida Department of Environmental Protect (DEP) is Florida's lead agency for environmental management, including protection of Florida's surface waters in accordance with Chapter 403, Florida Statutes, Chapters 62-302 and 62-303, Florida Administrative Code, and the Clean Water Act. DEP is in the process of revising its human health-based surface water quality criteria to update the limits for 43 regulated chemical compounds and to adopt standards for 39 previouisly unregulated compounds.

On August 5, 2016, the Seminole Tribe of Florida filed a lawsuit against DEP and FERC to halt the increase of toxins in Florida's waters.

Vice Mayor Ighodaro believes keeping our waterways clean is critical to our local ecosystem, our residents and our economy.

CURRENT SITUATION

The City of Miami Gardens works hard to keep pollutants of its waterways, but the City also depends on the County, State and Federal governments to establish water quality regulations that help preserve local water quality. DEP's revision to the State's surface water quality standards will increase the discharge limits for several of the compounds under review, allowing the release of these chemicals in greater concentrations into Florida's waterways and potentially degrading the quality of local surface waters. Opposing the DEP's reduced standards, urging the ePA to not approve these new restrictions and supporting the Seminole Tribe's litigation will serve to protect the health, safety, welfare, and economy of the citizens and residents of Miami Gardens.

Proposed Action:

Vice Mayor Ighodaro recommends that the City Council hereby oppose Florida's DEP's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida's waters; urge the EPA not to approve DEP's new restrictions; support the lawsuit filed by the Seminole Tribe of Florida against DEP and FERC on August 5, 2016, to halt the increase of toxins in Florida's water; oppose any efforts by DEP or the FERC to oppose the Seminole litigation.

Attachments:

Exhibit 1 - Creative Outdoor Advertising of America, Inc. Proposal
Exhibit 2 - Vendor Reference Verification Forms

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, OPPOSING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S (DEP) WEAKENING OF RESTRICTIONS THAT WOULD ALLOW AN INCREASE IN THE RELEASE OF TOXIC CHEMICALS INTO FLORIDA'S WATERS; URGING THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) NOT TO APPROVE THE FLORIDA DEP'S NEW RESTRICTIONS; SUPPORTING THE LAWSUIT FILED BY THE SEMINOLE TRIBE OF FLORIDA AGAINST THE FLORIDA DEP AND THE FLORIDA ENVIRONMENTAL REGULATIONS COMMISSION (FERC) TO HALT THE INCREASE OF TOXINS IN FLORIDA'S WATER; OPPOSING ANY EFFORT BY THE DEP OR THE FERC TO OPPOSE THE SEMINOLE LITIGATION; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (DEP) is Florida's lead agency for environmental management, including protection of Florida's surface waters in accordance with Chapter 403, Florida Statutes, Chapters 62-302 and 62-303, Florida Administrative Code, and the Clean Water Act, and

WHEREAS, DEP is in the process of revising its human health-based surface water quality criteria to update the limits for 43 regulated chemical compounds and to adopt standards for 39 previously unregulated compounds, and

WHEREAS, DEP held three public workshops in May 2016 during which the public expressed their concern with the proposed increases to chemical concentrations and the possible ramifications to public health and the health of our waterways, including the discrepancy between the United States Environmental Protection Agency's (EPA) and the DEP's cancer risk measurements used to revise the standards, and

WHEREAS, on July 26 2016, the Florida Environmental Regulations Commission (FERC) voted to approve DEP's proposed rule changes through revisions to Chapters 62-302 and 62-303 of the Florida Administrative Code, and

WHEREAS, on August 5, 2016, the Seminole Tribe of Florida filed a lawsuit against DEP and FERC to halt the increase' of toxins in Florida's waters, and

WHEREAS, keeping our waterways clean is critical to our local ecosystem, our residents, and our economy, and

WHEREAS, the City works hard to keep pollutants out of its waterways, but the City depends on the County, State, and Federal governments to establish water quality regulations that help preserve local water quality, and

WHEREAS, DEP's revision to the State's surface water quality standards will increase the discharge limits for several of the compounds under review, allowing the release of these chemicals in greater concentrations into Florida's waterways and potentially degrading the quality of local surface waters, and

WHEREAS, opposing the DEP's reduced standards, urging the EPA to not approve these new restrictions, and supporting the Seminole Tribe's litigation will serve to protect the health, safety, welfare, and economy of the citizens and residents of Miami Gardens, and

WHEREAS, Vice Mayor Ighodaro recommends that City Council hereby oppose Florida DEP's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida's waters; urge the EPA not to approve DEP's new restrictions; support the lawsuit filed by the Seminole Tribe of Florida against DEP and FERC on August 5, 2016 to halt the increase of toxins in Florida's water; oppose any efforts by the DEP or the FERC to oppose the Seminole litigation, and

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: EXPRESSION OF CITY COUNCIL: The City Council of the City of Miami Gardens hereby oppose Florida DEP's weakening of restrictions that would allow an increase in the release of toxic chemicals into Florida's waters; urges the EPA not to approve DEP's new restrictions; supports the lawsuit filed by the Seminole Tribe of Florida against DEP and FERC on August 5, 2016 to halt the increase of toxins in Florida's water; and opposes any efforts by the DEP or the FERC to oppose the Seminole litigation.

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby directed to transmit a copy of this Resolution to the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Miami-Dade County Board of County Commissioners, the Florida League of Cities, and the Miami-Dade County League of Cities.

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 _____, 2016.

_____

OLIVER GILBERT, III, MAYOR

ATTEST:

_____

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: VICE MAYOR ~~COUNCILMAN~~ ERHABOR IGHODARO, PH.D.

Moved by: _____

VOTE: _____

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

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	November 9, 2016		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
		x	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
						X	
Funding Source:			**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
					X		
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**		*N/A*		
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* **N/A**		
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	Lillie Q. Odom Council Member		**Department:**		Mayor/City Council		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING COUNCILWOMAN LILLIE Q. ODOM'S MEDICARE EDUCATIONAL WORKSHOP TO ASSIST INDIVIDUALS TURNING 65 AND OLDER TO EDUCATE THEM ABOUT MEDICAL CHOICES IN CONJUNCTION WITH THE ELDERLY AFFAIRS ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

.

The Elderly Affairs Advisory Committee was established, January 2006. The Committee was created to advise and make recommendations to the City Council with regard to matters pertaining to senior citizens residing in the city.

Councilwoman Odom is hosting a Medicare Educational Workshop, Wednesday, November 9, 2016, at the Betty T. Ferguson, 3000 NW 199th Street, Miami Gardens, Florida, from 10:00AM – 1:00PM.

18605 NW 27th Avenue
Miami Gardens, Florida 33056

The Medicare Health Insurance Program is different from other health coverage. Its open enrollment is October 15, 2016 through December 7, 2016. There are various components, new legislation, deadlines and penalties that should be addressed. Recipients can benefit from the services provided by the Medicare Health Insurance Program, if they are educated timely and efficiently. Experts will be available throughout the workshop to assist all interested parties with their questions and concerns. Sponsorship will not be solicited for the workshop.

Councilwoman Odom is seeking Council's approval of this event.

Proposed Action:

That the City Council approves the attached Resolution.

Attachment:

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING COUNCILWOMAN LILLIE Q. ODOM'S MEDICARE EDUCATIONAL WORKSHOP TO ASSIST INDIVIDUALS TURNING 65 AND OLDER TO EDUCATE THEM ABOUT MEDICAL CHOICES IN CONJUNCTION WITH THE ELDERLY AFFAIRS ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Elderly Affairs Advisory Committee was established, January 2006, and

WHEREAS, the Committee was created to advise and make recommendations to the City Council with regard to matters pertaining to senior citizens residing in the city, and

WHEREAS, Councilwoman Odom is hosting a Medicare Educational Workshop, Wednesday, November 9, 2016, at Betty T. Ferguson, 3000 NW 199th Street, Miami Gardens, Florida, from 10:00 a.m. to 1:00 p.m., and

WHEREAS, The Medicare Health Insurance Program is different from other health coverage, and

WHEREAS, its open enrollment is October 15, 2016 through December 7, 2016, and

WHEREAS, there are various components, new legislation, deadlines and penalties that should be addressed, and

WHEREAS, recipients can benefit from the services provided by the Medicare Health Insurance Program, if they are educated timely and efficiently, and

WHEREAS, Experts will be available throughout the workshop to assist all interested parties with their questions and concerns, and

WHEREAS, sponsorships will not be solicited for the workshop,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby supports Councilwoman Lillie Q. Odom's provision of a Medicare Educational Workshop to assist individuals turning 65 and older to better comprehend the terms and policy updates.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILWOMAN LILLIE Q. ODOM

Moved by: _____

VOTE: _____

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

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9, 2016**		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
		x	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source:			**Advertising Requirement:**		**Yes**	**No**	
						X	
Contract/P.O. Required:	**Yes**	**No**	**RFP/RFQ/Bid #:**		**N/A**		
		X					
Strategic Plan Related:	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:**		
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** **Communication** ☐		.		
Sponsor Name:	**Lillie Q. Odom, Council Member**		**Department:**		**Mayor/Council**		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP); URGING THE UNITED STATES SENATE AND HOUSE OF REPRESENTATIVE TO SUPPORT FUNDING FOR THIS PURPOSE IN THEIR FISCAL YEAR 2017 BUDGET; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens recognizes utility service to be a vital key to the health, safety and well-being of Florida households and families. Poverty, unemployment and the slow economic recovery remain persistent national problems for many, and household expenses remain a burden on low-income households. Low-income families in Florida disproportionately spend about three times more of their income on basic energy services than the typical middle-income American family. Homes in low-income and minority communities severely lack energy efficiency features that enable lower energy bills. LIHEAP provides vital heating and cooling assistance to low-income families, including working-poor households, senior citizens, persons with disabilities and veterans. The severe constraints on state budgets and the increased strain

18605 NW 27th Avenue
Miami Gardens, Florida 33056

on the nation's support system provided by nonprofit, faith-based and other community organizations have reduced other resources available for energy assistance.

The primary Federal program providing assistance to low-income households to pay high heating bills is the Low Income Home Energy Assistance Program (LIHEAP). The Low Income Home Energy Assistance Program (LIHEAP) has been an effective and successful program in meeting the energy needs of low-income elderly, disabled, veterans and poor working households, and those making the difficult transition from welfare to work, throughout the United States, including Florida. LIHEAP is not an entitlement, but rather a targeted block grant program which provides flexible Federal-State partnerships and is the foundation for many programs authorized by state public utility commissions to assist low-income customers to meet their bill payment obligations through direct assistance; to prevent service terminations during cold and hot weather emergencies; to make the transition from public assistance to economic self-reliance; to help low-income households remain economically self-sufficient. Federal LIHEAP funding has declined from $5.1 billion in 2010 to $3.4 billion in 2016, less than 125,000 Florida households received LIHEAP assistance in 2014, or less than ten (10%) of all eligible.

According to the National Energy Assistance Directors Association, many low-income families "will have few choices but to cut back on essential necessities, such as medicine, food, and clothing". The National Energy and Utility Affordability Coalition (NEUAC) and other consumer advocate groups support increased LIHEAP funding and have asked that LIHEAP funding be increased to $4.7 billion for FY 2017, which is the fully authorized funding level approved in the Energy Policy Act of 2005. Another impactful solution to increase Florida's share of funding, without increasing the overall federal LIHEAP budget, is for Congressional budget appropriators to simply "follow enabling law" the allocation formula actually prescribed by Congress. Florida and other states (especially warm weather states) in great need would see a significant increase in their LIHEAP share, as the enabling law recognizes the dangers of extreme heat as well as extreme cold. It also factors in energy costs and the most recent demographics of population and poverty. In fact, the Congressional Research Service's latest (June 25, 2015) estimate confirmed that Florida would conservatively gain an additional $38.5 million in LIHEAP funding or 55% if appropriations adhered to LIHEAP's enabling law.

Councilwoman Lillie Q. Odom recommends that City Council support the Low Income Home Energy Assistance Program (LIHEAP).

Proposed Action:

That the City Council approves the attached resolution.

Attachments:

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING ADEQUATE FUNDING OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP); URGING THE UNITED STATES SENATE AND HOUSE OF REPRESENTATIVE TO SUPPORT FUNDING FOR THIS PURPOSE IN THEIR FISCAL YEAR 2017 BUDGET; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens recognizes utility service to be a vital key to the health, safety and well-being of Florida households and families, and

WHEREAS, poverty, unemployment and the slow economic recovery remain persistent national problems for many, and most especially, low-income households, and

WHEREAS, low-income families in Florida disproportionately spend about three times more of their income on basic energy services than middle-income families do, and

WHEREAS, homes in low-income and minority communities severely lack energy efficiency features that can reduce energy consumption, and

WHEREAS, the Low Income Home Energy Assistance Program ("LIHEAP") provides vital heating and cooling assistance to low-income families, including working-poor families, senior citizens, persons with disabilities and veterans, and

WHEREAS, the severe constraints on state budgets and the increased strain on the nation's support system provided by nonprofit, faith-based and charitable community organizations have reduced other resources available for energy assistance, and

WHEREAS, the primary Federal program providing assistance to low-income households to support their heating and cooling needs is the LIHEAP, and

WHEREAS, LIHEAP is not an entitlement, but rather a limited block grant program which provides flexible Federal-State partnerships to prevent service terminations during cold and hot weather emergencies; to make the transition from public assistance to economic self-reliance; to help low-income households remain economically self-sufficient, and

WHEREAS, federal LIHEAP funding has declined from $5.1 billion in 2010 to $3.4 billion in 2016, and

WHEREAS, due to this limited funding, less than 125,000 Florida households received LIHEAP assistance in 2014, or less than ten percent of the State's eligible households, and

WHEREAS, due to this limited funding, the National Energy Assistance Directors Association has reported that many low-income families "will have few choices but to cut back on essential necessities, such as medicine, food, and clothing", and

WHEREAS, The National Energy and Utility Affordability Coalition (NEUAC) and other concerned national organizations support restoring LIHEAP funding to at least $4.7 billion in federal fiscal year 2017, and

WHEREAS, another impactful solution to increase Florida's share of funding, without increasing the overall federal LIHEAP budget, is for Congressional Appropriators to simply "follow LIHEAP's enabling law" the precise allocation formula actually prescribed by Congress, and

WHEREAS, Florida and many other states in great need would see a meaningful increase in their share of LIHEAP funds, as the Program's enabling law calibrates for the dangers of both extreme heat and cold; It also adjusts funding for changing energy costs, demographics and poverty, and

WHEREAS, in fact, the Congressional Research Service's latest (June 25, 2015) estimate confirmed that Florida would receive an additional $38.5 million in LIHEAP funding or 55% improvement if appropriations were to simply adhere to LIHEAP's lawfully-enacted enabling law, even if the Program were simply to be level funded, and

WHEREAS, the City of Miami Gardens urges the Appropriations Committee of the United States Senate and House of Representatives to both fully follow LIHEAP's enabling law when determining all future appropriations, and to restore LIHEAP funding to its historic levels, and

WHEREAS, Councilwoman Lillie Q. Odom recommends that City Council support the Low Income Home Energy Assistance Program (LIHEAP), and request that the U.S. Senate and House of Representative include funding in their Fiscal Year 2017 Budget,

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: EXPRESSION OF SUPPORT: The City Council of the City of Miami Gardens hereby supports adequate funding of the Low Income Home Energy Assistance Program (LIHEAP), urging the United States Senate and House of Representative to support funding for this purpose in their Fiscal Year 2017 Budget.

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby directed to send a certified copy of this Resolution to the President of the Senate and to the Speaker of the House of Representatives.

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 _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILWOMAN LILLIE Q. ODOM

Moved by: _____
Seconded by: _____

VOTE: _____

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

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	November 9, 2016		**Item Type:**	**Resolution**	**Ordinance**		**Other**	
				x				
Fiscal Impact:	Yes	No	**Ordinance Reading:**		**1st Reading**		**2nd Reading**	
		x	**Public Hearing:**		**Yes**	**No**	**Yes**	**No**
						x		
Funding Source:			**Advertising Requirement:**		**Yes**		**No**	
							X	
Contract/P.O. Required:	Yes	No	**RFP/RFQ/Bid #:**					
		X						
Sponsor Name	Ronetta Taylor, MMC City Clerk		**Department:**		*Office of the City Clerk*			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPOINTING JUDGES ANDREW HAGUE AND TANYA BRINKLEY TO SERVE WITH THE CITY CLERK AS THE CANVASSING BOARD FOR THE CITY OF MIAMI GARDENS' SPECIAL ELECTION SCHEDULED FOR TUESDAY, DECEMBER 6, 2016; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

On September 28, 2016, the City Council adopted Ordinance Number 2016-13-359, calling a Special Election for the Mayoral Race. For background purposes, on September 15, 2016, the Supreme Court of Florida invalidated the August 30, 2016, Mayoral election and ordered that the City hold a Special Election for the position of Mayor.

A stand-alone Special Election for the City of Miami Gardens is scheduled for Tuesday, December 6, 2016, at which a Mayor will be elected for a four (4) year term. This resolution provides for the appointment of the Canvassing Board to canvass the results of the December 6, 2016, Special Election.

The Canvassing of the results shall be conducted by the City Clerk as the Supervisor of Elections, as well as two sitting Miami-Dade County Judges, appointed by the City Council. The City Clerk through the

18605 NW 27th Avenue
Miami Gardens, Florida 33056

General Counsel for the Eleventh Judicial Circuit of Florida has identified County Court Judge Andrew Hague and County Court Judge Tanya Brinkley to serve on the City of Miami Gardens Canvassing Board to canvass the results of this Special Election: .

Early voting and vote by mail ballots will be canvassed, Tuesday December 6, 2016, beginning at 6:00 PM.

The official certification and canvassing of provisional ballots will take place Friday, December 9, 2016, at 10:00 AM.

All canvassing will take place Miami-Dade County Division of Elections, 8700 NW 27th Street, Doral, Florida.

Recommendation:

That the City Council approves the resolution appointing Judges Andrew Hague and Tanya Brinkley to serve with the City Clerk as the Canvassing Board for the City of Miami Gardens' Special Election scheduled for Tuesday, December 6, 2016.

Attachment:

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPOINTING JUDGES ANDREW HAGUE AND TANYA BRINKLEY TO SERVE WITH THE CITY CLERK AS THE CANVASSING BOARD FOR THE CITY OF MIAMI GARDENS' SPECIAL ELECTION SCHEDULED FOR TUESDAY, DECEMBER 6, 2016; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On September 28, 2016, the City Council adopted Ordinance Number 2016-13-359, calling a Special Election for the Mayoral Race, and

WHEREAS, on September 15, 2016, the Supreme Court of Florida invalidated the August 30, 2016, Mayoral election and ordered that the City hold a Special Election for the position of Mayor, and

WHEREAS, a stand-alone Special Election for the City of Miami Gardens is scheduled for Tuesday, December 6, 2016, at which a Mayor will be elected for a four (4) year term, and

WHEREAS, this resolution provides for the appointment of the Canvassing Board to canvass the results of the December 6, 2016, Special Election, and

WHEREAS, the Canvassing of the results shall be conducted by the City Clerk as the Supervisor of Elections, as well as two sitting Miami-Dade County Judges, appointed by the City Council, and

WHEREAS, the City Clerk through the General Counsel for the Eleventh Judicial Circuit of Florida has identified County Court Judge Andrew Hague and County Court Judge Tanya Brinkley to serve on the City of Miami Gardens Canvassing Board to canvass the results of this Special Election, and

WHEREAS, early voting and vote by mail ballots will be canvassed, Tuesday December 6, 2016, beginning at 6:00 p.m., and

WHEREAS, the official certification and canvassing of provisional ballots will take place Friday, December 9, 2016, at 10:00 AM, and

WHEREAS, all canvassing will take place at the Miami-Dade County Division of Elections, 8700 NW 27th Street, Doral, Florida,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby appoints Judges Andrew Hague and Tanya Brinkley to serve with the City Clerk as the Canvassing Board for the City of Miami Gardens' Special Election scheduled for Tuesday, December 6, 2016.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CITY CLERK RONETTA TAYLOR, MMC

Moved by: _____
Seconded by: _____

VOTE: _____

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

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9, 2016**		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source:	**Revenue**		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**		**RFP No. 16-17-002** **Bus Benches/Shelters and Trash Receptacle Advertising with Maintenance Program**		
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)* **NA**		
		X					
Sponsor Name	**Cameron D. Benson, City Manager**		**Department:**		**Public Works Department**		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC. FOR BUS BENCHES/SHELTERS AND TRASH RECEPTACLE ADVERTISING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

BACKGROUND

Florida Statutes, Section 337.408, allows benches, including advertising displayed on benches, to be installed with the right-of-way limits of any municipal, county or state road, provided that such benches are for the comfort or convenience of the general public or are designated stops on an official bus route, by a provider under contract

18605 NW 27th Avenue
Miami Gardens, Florida 33056

with the municipal government. The statute further allows such installation without public bid.

The City of Miami Gardens Public Works Department established a list of designated and signed bus/transit stop locations. Currently, the City of Miami Gardens maintains five hundred forty-five (545) bus stop locations, seventy (70) bus shelter advertising panels, and eighty-eight (88) City trolley stops.

Presently, the City does not have an agreement for advertising for the existing City bus benches/shelters, advertising display panels, including trash receptacles and maintenance. The City desires to have bus benches with advertising at transit stops within its corporate limits for the benefit of the public comfort for the convenience of the general public.

CURRENT SITUATION

On September 15, 2016, City staff met with Creative Outdoor Advertising of America, Inc. regarding the City's Bus Benches/Shelters and Trash Receptacle Advertising with Maintenance Program. City staff was determined to establish an agreement with Creative Outdoor Advertising of America, Inc., to provide advertising on the existing City bus benches/shelters, advertising display panels, including trash receptacles, including provision, installation, removal, maintenance, and advertising at specified locations throughout the City of Miami Gardens. The total number of benches and shelters, which will display advertisement, will be determined by City staff and Creative Outdoor Advertising of America, Inc.

According to Creative Outdoor Advertising of America, Inc. proposal, the vendor is offering to pay the City of Miami Gardens a minimum annual guaranteed revenue of up to seventy thousand dollars ($70,000) for advertisement on up to three hundred fifty (350) benches and fourteen thousand dollars ($14,000) for advertisement on up to one hundred forty (140) bus shelters; for a total potential minimum guaranteed revenue amount of approximately eighty-four thousand dollars ($84,000) annually. The total potential minimum guaranteed revenue amount for a five (5) year period is approximately four hundred twenty thousand dollars ($420,000). Creative Outdoor Advertising of America, Inc., is also offering the City an overall increase in revenue of two percent (2%) annually (Exhibit 1).

In addition, the proposal indicates that the vendor, Creative Outdoor Advertising of America, Inc., agrees to pay the City of Miami Gardens a minimum guaranteed amount of revenue or a percentage of gross advertising revenue generated on the City of Miami Gardens bus benches and shelters, whichever is greater, for each year of the contract.

The prices offered for this contract were compared to previous competitively bid contracts for similar services provided by this vendor. Based on another competitive solicitation, the prices offered by Creative Outdoor Advertising of America, Inc., appear to be both fair and reasonable.

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

Proposed Action:

18605 NW 27th Avenue
Miami Gardens, Florida 33056

It is recommended that the City Council authorize the City Manager and City Attorney to negotiate and execute an agreement with Creative Outdoor Advertising of America, Inc. for Bus Benches/ Shelters and Trash Receptacle Advertising with Maintenance Program.

Attachments:

Exhibit 1 - Creative Outdoor Advertising of America, Inc. Proposal
Exhibit 2 - Vendor Reference Verification Forms

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CREATIVE OUTDOOR ADVERTISING OF AMERICA, INC. FOR BUS BENCHES/SHELTERS AND TRASH RECEPTACLE ADVERTISING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens desires to have bus benches with advertising at transit stops within its corporate limits for the benefit of the public comfort and convenience, and

WHEREAS, Florida Statutes Section 337.408, allows benches or transit shelters, including advertising displayed on benches or transit shelters, to be installed within the right-of-way limits of any municipal, provided that such benches or transit shelters are for the comfort or convenience of the general public, and allows a municipality to authorize the installation without public bid, and

WHEREAS, on September 15, 2016, City staff met with Creative Outdoor Advertising of America, Inc. (Creative), regarding the City's Bus Benches/Shelters and Trash Receptacle Advertising with Maintenance Program, and

WHEREAS, Creative is offering to pay the City of Miami Gardens a minimum annual guaranteed revenue of up to Seventy Thousand Dollars ($70,000.00), for advertisement on up to three hundred fifty (350) benches, and Fourteen Thousand Dollars ($14,000.00), for advertisement on up to one hundred forty (140) bus shelters; for a total potential minimum guaranteed revenue amount of approximately Eighty-Four Thousand Dollars ($84,000.00) annually, and

WHEREAS, Creative is also offering the City an overall increase in revenue of two percent (2%) annually, and

WHEREAS, it is recommended that the City Council authorize the City Manager and City Attorney to negotiate and execute an agreement with Creative Outdoor Advertising of America, Inc. for Bus Benches/Shelters and Trash Receptacle Advertising with Maintenance Program,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby City Council authorizes the City Manager and City Attorney to negotiate and execute an agreement with Creative Outdoor Advertising of America, Inc. for Bus Benches/Shelters and Trash Receptacle Advertising.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____

OLIVER GILBERT, III, MAYOR

ATTEST:

_____

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____
Seconded by: _____

VOTE: _____

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

For The City of Miami Gardens

From:

Creative Outdoor Advertising of America Inc.

BOULEVARD & LEXINGTON

Address:	4281 Express Lane, Suite N4678 Sarasota, FL 34249
Email:	Municipal@CreativeOutdoor.com
Contact:	Amanda Wong, Director of Municipal Administration
Phone:	1- 800-661-6088 x 307

TABLE OF CONTENTS

4281 Express Lane, Suite N4678 Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

4281 Express Lane, Suite N4678 Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

4281 Express Lane, Suite N4678 Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

COA
Creative Outdoor

Thursday, September 01, 2016

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056

Attention: Ms. Lindell Miller, Director of Procurement

RE: Creative Outdoor Advertising Public Space Amenities Program for the City of Miami Gardens

On behalf of Creative Outdoor Advertising of America Inc, I am pleased to be invited to submit this proposal for the supply, installation and maintenance of a Bus Bench Program with sponsorship rights, along with the advertising rights for the city owned shelters for the City of Miami Gardens. We intend to provide you with a program that will *exceed* your expectations.

COA has over thirty years of expertise in the Street Amenities business, which has made us the most reliable and efficient on-street advertising firm in business today. COA holds service contracts with over 240 Municipal and Public Transit clients throughout North America and provides marketing, sales and maintenance to over 10,000 amenity units. COA effectively manages over 3,800 sponsorship clients, enjoys a 75% advertiser renewal rate, and an 85% occupancy level, which results in a strong program for the advertisers, the City and its Transit System.

Our proposal features the Boulevard and the Lexington. COA will supply the City of Miami Gardens with the appropriate bench at specified locations approved by the City in exchange for the advertising rights on these units. In return, COA will provide City of Miami Gardens with a revenue stream created from the sponsorship on the benches and the existing city owned shelters.

We are confident that this proposal will clearly demonstrate COA's proven operational experience, corporate tenure and ability to address the future street furniture requirements for City of Miami Gardens.

Thank you for considering our submission and please do not hesitate to contact me should you have any immediate questions or comments regarding its contents.

Sincerely,

Amanda Wong

Amanda Wong
Director of Municipal Administration

4281 Express Lane, Suite N4678 Sarasota, FL 34239
Tel: 1.800.661.6088 • Fax: 1.866.426.2237 • Www.Creativeoutdoor.Com

CONTACT INFORMATION

COA prides itself on delivering the utmost in customer service to each and every municipal client it serves. As such, any of our Municipal Affairs staff can assist the City of Miami Gardens in addressing any questions or concerns relating to our program.

HEAD OFFICE

Address:

4281 Express Lane, Suite N4678
Sarasota, FL 34249

Phone: 1-800-661-6088
Fax: 1-866-426-2237

Email: Municipal@CreativeOutdoor.com

PRIMARY CONTACT

For information related to this proposal, your contact information is as follows:

Amanda Wong, Director of Municipal Administration

Office: 1-800-661-6088 x 307

Email: RFPResponses@CreativeOutdoor.com

CONFIDENTIALITY AND TRADE SECRETS

The information herein is considered proprietary and confidential, and are considered Trade Secrets. Particularly information pertaining to:

- The marketing procedures which COA use
- The maintenance procedures which COA use (MDaCS), and
- WebPortLive

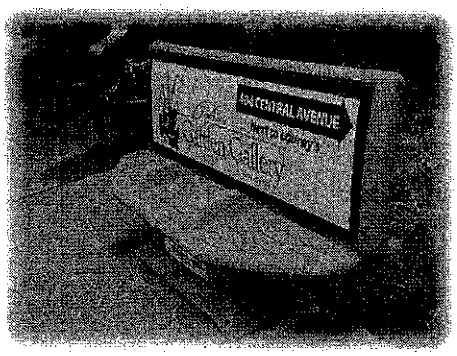
4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

QUALIFICATIONS AND EXPERIENCE

COA: COMPANY INFORMATION

Established	1984
Incorporation Date	February 14, 1984
Total Employees	120 Full and Part Time
Client Renewal Rate	over 75%
Occupancy Rate	over 85%
Units in place across North America	10,000
Municipal and Transit partners	240

COA is an industry leading innovator in transit seating, public space recycling, newspaper and publication amenities, bike racks and other streetscape products.



CURRENT WORKLOAD

COA is managing programs across North America in over 240 territories including British Columbia, Alberta, Saskatchewan, Ontario, Nova Scotia, Florida, New Jersey, Connecticut, Idaho, South Dakota, Arkansas, California, Washington State, Colorado, Maryland, and New York State to name a few.

HISTORY

COA's only business over the past 30 years has been the successful implementation of public amenities advertising programs. Being focused on just public amenity advertising programs has allowed COA to reach growth rates that are unmatched in this market segment today.

COA's growth has come as a result of ***having a thorough understanding of its primary client sponsorship base*** and developing operational systems that have created ***a 75% renewal rate and an 85% occupancy rate.*** Collectively, this has translated into an extremely successful organization. It has allowed for ongoing reinvestment in product development and the creation of leading edge outdoor amenity designs for use by local businesses.

Our record of accomplishment speaks for itself. COA has never negligently lost a Municipal contract and has never missed a payment to any Municipality, City or Transit Authority.

REPORT OF REPUTATION

In the past 5 years, COA has enjoyed an unprecedented growth rate of 13% per year. This can be attributed to our excellence in the following areas:

Our Product Offerings - Are functional, evolutionary, and aesthetically pleasing

Our Maintenance Procedures - Apply extensive experience and we integrate the latest technology

Our Marketing/Sales Strategy - Yields the highest occupancy and satisfaction rate in the industry (+98%)

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Outstanding Performance

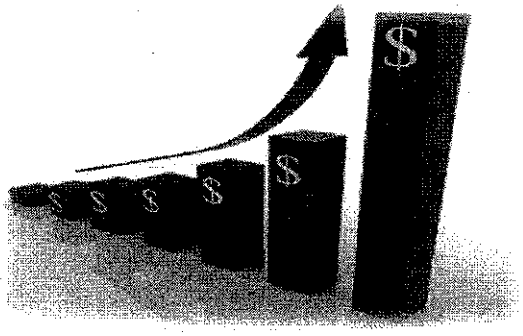
- COA delivers to its advertising clients, 97% of its product on time on all units, and over 99% on pre-installed units
- COA handles every aspect of the commercial client's investment from design to installation
- COA promises production of tough, durable vandal resistant second surface Lexan fronted signage
- COA provides service, cleaning and maintenance of clients sign for the duration of the contract
- COA will identify and refine advertising messages, ensuring only the best suited for its amenities and local area, are put in place
- COA provides as quoted on-time delivery and installation of signs to GPS coded amenity site
- COA provides their clients with expedient delivery of color matches and quality graphics
- COA ensures that both its municipal and commercial clients have up-to-date and accurate information through its interactive secure web and telephone portals
- COA bills advertising clients properly. Any discrepancies are willingly corrected immediately

Nothing is left to the small business person, since for the most part they are not accustomed to buying advertising, and they will often "drop the ball". We provide a FULLY managed program intended to make their investment simple and effective!

Financial Stability

Strong capital presence allows COA to master all programs and deliver superior product and service to all of its municipal partners.

COA has never taken part in any bankruptcy procedures and has an established bonding facility, and regularly obtains bonds required.



Financial Information

Balance Sheet and Income Statement included in Appendix B.

Demonstrated Success

Our success is due to our people. We've seen programs like Palm Beach go from billing less than $7,000 per month with another provider to billing over $20,000 per month with COA. (It is still growing!). London went from $64,000 per year to $277,000 per year! COA can tell this story over and over again, all thanks to our marketing and selling philosophies and practices.

In looking at COA's program from a financial perspective, it becomes evident that the real value is in the revenue generated AND in the *cost savings* offered to our Municipal Partners. COA's "No Cost Amenity" program delivers thousands of dollars in revenues and savings over the term of the contract.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

COMPETITIVE ADVANTAGES

Listed below are some aspects of the program that will set COA apart from the competition.

A State-of-the-Art Maintenance Program (MDaCS) - GPS verified and Bar-Coded, our program will provide transparent reporting of service and maintenance activity to Miami Gardens.

Automatic Data Distribution systems (ADDS) to ensure that people that require information – have it when they need it!

A Sales/Marketing Program that provides a unique and effective form of advertising solely to small local business owners with 75% Renewal Rate and 85% Occupancy Rate.

Industry Superior Interactive Website (WebPortLive) allows on-line monitoring and contact with COA Municipal Operations and Advertising Clients.

ORGANIZATIONAL CHART

COA'S MANAGEMENT TEAM

COA's only business is the successful implementation of Public Amenities sponsorship programs. Our offices are fully staffed and are on call 24 hours a day to look after the needs of our Municipal Clients, the paying customer, and the general public. Our management team assumes responsibility for all Municipal Partners.

Our product is on the street 24 hours a day, so it's very important that we as contractors are available, and capable of looking after it during that entire period.

David Gray, B. Comm., B. Eco., President

David Gray has served as President of COA since its inception in 1984. He holds an Economics Degree from Queen's University in Kingston and a Bachelor of Commerce Degree from the University of Windsor.

Mr. Gray is largely responsible for the creation and development of the Streetscaping® program. Over the past 20 years, the industry has been transformed and David Gray has:

Liz Gayford, MBA, CA, General Manager & Chief Financial Officer

Mrs. Gayford manages all the financial aspects of COA's business activities. As a licensed professional Chartered Accountant, Liz is able to manage the financial growth and development of the company including all financial reports, finance and banking.

Debbie Boyce, Sales Manager

Ms. Boyce is a key member of COA's management team. Her focus is to coordinate COA's sales force and territory representatives throughout North America. In directing the sales efforts of some 35 sales people, she is involved in, and responsible to, the many needs of our valued clients. Debbie Boyce has over 15 years of sales experience.

4281 Express Lane, Suite N467B, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Marc Oosterholt, Municipal Affairs Manager

Marc Oosterholt originally started working with COA over 15 years ago, first in a retail sales capacity and then in a Sales Management role. Mr. Oosterholt's dedication and attention to detail with COA's retail clients will also translate to him assisting municipalities throughout North America with their public space area needs.

Karl Rumeo, Municipal Operations Manager

Mr. Rumeo is an integral part of COA's growth and success. Karl has had a hand in every single piece of COA's street amenity since 1991. Mr. Rumeo is continuously developing new system and processes to improve our efficiency. His commitment, knowledge and experience are unparalleled in the industry.

Amanda Wong, Director of Municipal Administration

Ms. Wong is the City's primary contact for any issues or concerns at hand. If in doubt, contact Amanda and she will locate the resources needed to resolve any concerns.

Local Representation

Although COA has centralized many of its business systems, we recognize that it is critically important to have "in market" representation to manage ongoing business functions and responsibilities. Individuals will be located within the region and will continuously receive ongoing training and constant support from all COA personnel.

We will NOT manage our Miami Gardens program "at arm's length". COA hires all "in market" Sales and Operations staff. Our systems and processes are similar to franchises in that we merge our knowledge and expertise with the local business community through our local management team.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

SUCCESSFUL MARKETING SYSTEM

ADVERTISING APPROACH

Our system has resulted in the highest occupancy rate, and most importantly, **yield** in our industry.

Our Sales Program is actually a combination of all the marketing ingredients:

- Training – Continuous
- Ad Face Production
- Product Appearance
- Existing Advertising Program Management
- Sourcing New Advertising Customers

Our target market is small and medium independent businesses in the local area. While other media may be cost prohibitive for such businesses, our media and rates allow them to enjoy an excellent return on their investment.

COA's success has come from its very powerful marketing philosophies. With some 10,000 faces in over 240 markets, we have learned that there are three major ingredients that contribute to our phenomenal success.

Training - COA invests in its people. People are not only the most expensive resource in any organization; they are also its most important resource. Poorly trained or untrained people will prevent any business from developing to its potential.

Before a sales person can even approach a potential client, they must spend a full 80 hours in a classroom. New client representatives will "unlearn" anything they thought they knew about selling to small business, and they will learn how an individual must approach a small business in order to effectively gain the trust, and finally the business relationship from that business.

Each week, every agent must participate in a 1-hour audio training session. Skills are refreshed, philosophies re-enforced, and experiences shared.

Finally, COA holds two training conferences each year where agents are again encouraged to enhance their skills and the skills of those around them. They are also tested on their skills and knowledge.

Core Philosophies - at the center of our training are the following philosophies:

An agent works for his client NOT for COA.

The client is purchasing an intangible product that they must understand, and that it is our agents role to teach them about the product they are considering.

The sign message must be balanced and composed of the proper ingredients. COA has turned away business on a regular basis because of poor or ineffective ad panel design.

All agents are paid based on the longevity of their clients and not on simply "signing them up".

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Success - Finally, all of the members of COA are rewarded on the overall success of the company through a healthy profit sharing program. This encourages everyone to work in harmony toward organizational success.

Marketing and sales expertise is a key ingredient in maximizing the returns to both the proponent and the municipality. COA's expertise is tried and true and has led to the highest per face yield in North America.

HIGHLY SOPHISTICATED MARKETING PROGRAMS

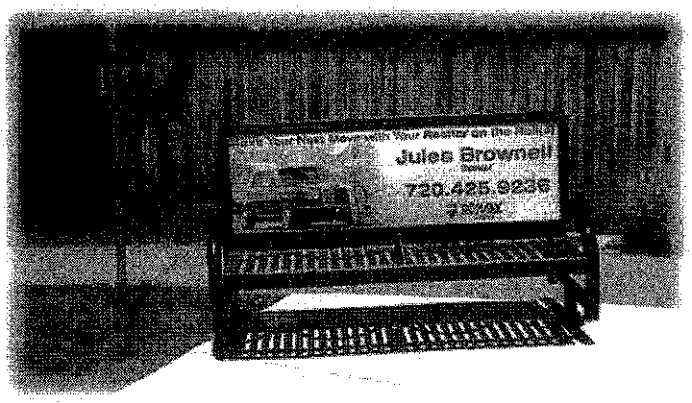
Marketing is all about maximizing the revenues generated from the project. The price of an individual face is not indicative of the gross revenue generated from the program. The ONLY number that has meaning is YIELD, or the average revenue generated for every face for every month it is available for sale.

We have the highest yield in the industry in North America. Regardless of the claims made by any other firm, every time this has been tested or questioned, COA has proven to be higher and by a substantial margin.

Many firms, especially those that sell primarily to national clients, are very comfortable with "Client Churn". Generally, this means that clients come and go as they "need" the advertising. While this is in fact the case with the national advertisers, it is NOT the case for the small business community.

This community is highly elastic and will quickly put their money elsewhere if they perceive the marketing tool such as the bench signs as too expensive for the value generated. Further, they will NOT return to the program. Once gone it is VERY difficult to persuade this client base to "try" again.

We have seen this happen in many communities, Advertising companies bid on projects, substantially raise the rates, then are mystified as the clients depart in droves. Unfortunately, the long term negative ***accrues to the transit system***; especially in smaller communities where there are a limited number of smaller businesses, who communicate widely and freely their negative impressions of the media.



Client Churn may work in larger communities where there is an endless supply of clients, but not an area where the small and mid-sized business base is limited and largely unchanging!

Bench face revenues are derived from 3 sources:

1. Small local businesses
2. Regional Businesses
3. National Advertisers

In communities such as Miami Gardens, ***the largest part of the revenues for bench advertising comes from the local business community.*** This is primarily because the price of more effective media is quite low relative to the larger markets. TV, newspaper, radio, billboards are much more affordable and therefore more coveted by the national advertisers.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Reaching the Markets

COA employs highly sophisticated marketing programs to reach the potential advertisers. Marketing is one of COAs highest investments. We own a complete database of every business in the greater Miami Gardens area. From the 1 person business to the 100,000 employee business, we buy the very best business databases.

We run our own call center located in Florida which we use to communicate with every one of the businesses in greater Miami Gardens. The Call center introduces the program, and briefly highlights the benefits of having a sign. With over 30 years of experience, we know how to reach and speak to the area business community.

We monitor all communications using Salesforce.com. This is integrated with our corporate database so that all metrics are constantly monitored. This is important in ensuring a high level of occupancy at all times. We have a set of well-established expectations and any deviation is immediately addressed. We sell time, and lost time cannot be recovered!

We follow the introduction of the concept with a highly sophisticated (and VERY expensive) email campaign marketing and web monitoring and reaction system.

Our system:

- Tracks, manages, and reports on marketing campaigns
- Identifies campaign efficacies at each stage and manages each campaign through its entire cycle
- Scores campaign responses and ensures responses receive follow-ups
- Generates marketing analytics reports
- Maps ROI for marketing campaigns
- Tracks deals from inception to sale
- Provides accurate campaign forecasts
- Generates AND nurtures leads
- Website monitoring
- Email marketing

This is a small sampling of 1 branch email campaign: (Note that the system knows the company in the last example, even though it has no contact information!)

Web_Activity_From_Drip_Email_Campaigns__Jun_2_2014_4_24_AM_EDT.xls (24 KB)

Sal Ahmed ?	Apr 18, 2014 09:36 PM	2	http://mkto-d0177.com/ 530HAMI3000003g0000AU601	/COAMaster_SpecialOffer1.html	Coquitlam
Michael - Manticore Books	Apr 19, 2014 05:07 PM	1	http://mkto-d0177.com/ 530HAMI3000003g0011tqtc	/COAMaster_SpecialOffer1.html	Orillia
Heather Rothman Royal Lepage Team Realty - Heather Rothman	May 02, 2014 07:07 AM	1	http://mkto-d0177.com/ 530HAMI3000003g0011KGnf2	/COAMaster_SpecialOffer1.html	Montreal
Diana Sneddon Royal Lepage Team Realty - Diana Sneddon	May 02, 2014 07:46 AM	2	http://mkto-d0177.com/ 530HAMI3000003g0015Aw02	/COAMaster_SpecialOffer1.html	Ottawa
Barb Haggar Barb Haggar Real Estate	May 02, 2014 10:23 AM	2	http://mkto-d0177.com/ 530HAMI3000003g0013bP04	/COAMaster_SpecialOffer1.html	Sioux Falls
Rhiannon Cook Manager Auto Xperts Service Centre	May 02, 2014 10:25 AM	1	http://mkto-d0177.com/ 530HAMI3000003g0048hv0b	/COAMaster_SpecialOffer1.html	Hamilton
Tyler Verheul Remax Affiliates Realty - Tyler Verheul	May 16, 2014 06:47 AM	1	http://mkto-d0177.com/ 530HAMI3000003g0011UH02	/COAMaster_SpecialOffer1.html	Ottawa
[not provided] Courtyard Condo Assn	May 30, 2014 05:25 AM	2	http://mkto-d0177.com/u/v0140U7x0duMHH60442kG00	/COAUnsubscribePage.html	Hendersonville

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

This system is so sophisticated; it monitors visits to our website and then contacts the sales rep to communicate with a lead who has been investigating the bench advertising program. The system can trace the individual to the company even without contact information by using the return IP address.

IT'S ALL ABOUT MAXIMIZING YIELD NOT PRICE!!

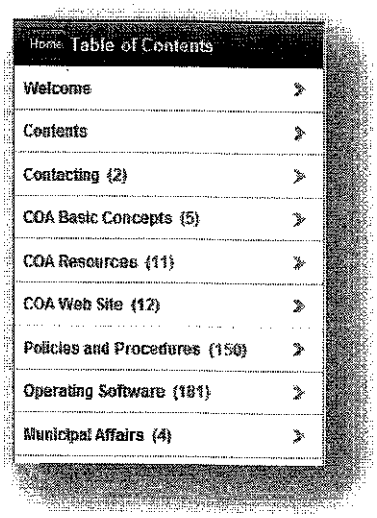
SALES OF SPONSORSHIP

COA's Sales department is by far the best in the market today. The Sales department introduces COA in the new area establishing strong presence in the small business community learning about the current market and introducing its product to potential sponsors. With each new municipality COA enters, the success rate is unmatched with very low vacancy rate.

(Naturally, Design Fees, Content Production and Printing Fees, and Posting Fees are billed separately to the Client.)

Sale of sponsorships is all managed by customized software which increases efficiency while reducing and eliminating error.

TRAINING AND IMPLEMENTATION



Our Success flows from:

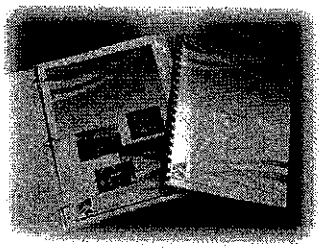
- Strongly entrenched policies
- Clear and concise procedure guides
- Easily accessible information for ALL employees
- The provision of the necessary tools
- The training necessary to use the tools provided
- Clear delineation of the services provided and the corresponding expectations
- Constant (weekly) training to keep information forefront in the minds of the individuals performing the fulfillment activities
- Continuous research and development to stay forefront on technology and products

COA is fully equipped and experienced to deliver the Scope of Work that City of Miami Gardens will require.

POLICY AND PROCEDURE MANUALS

COA has extensive Policies, Procedures, and Expectation Guides for every aspect of the organization. The information is available as

- Field Manuals
- Internet Help Files
- Smartphone Applications

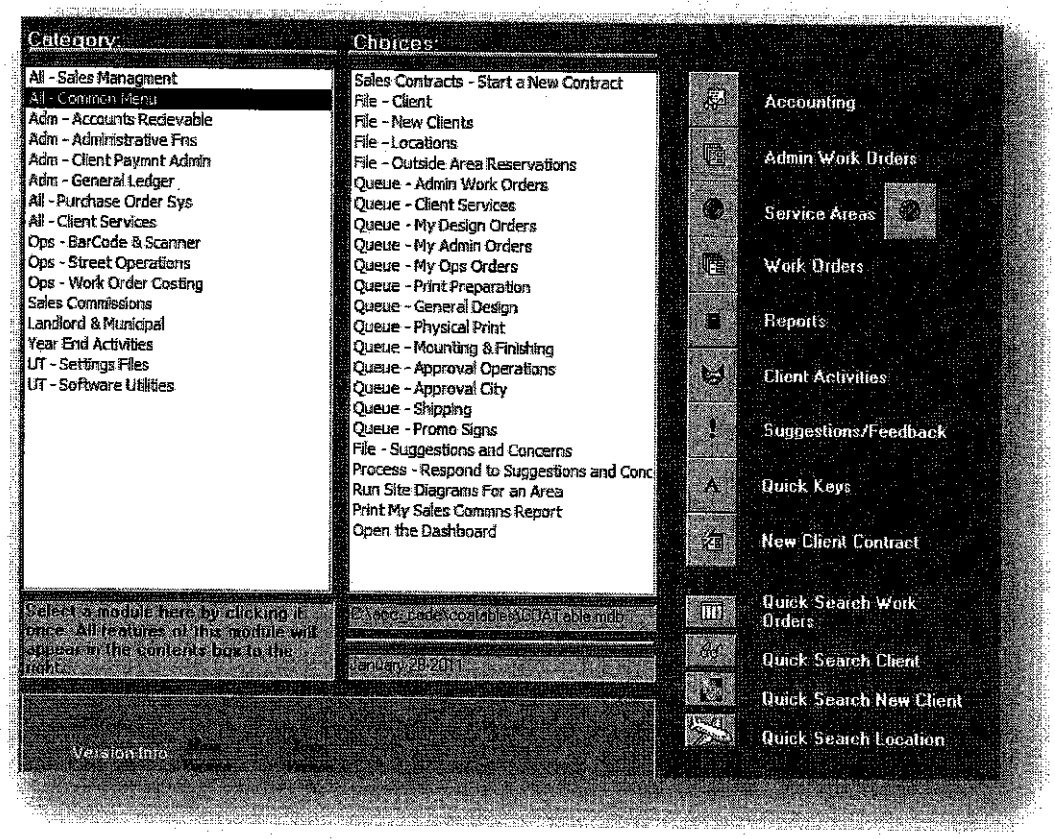


These procedure guides are made as accessible and "Search-able" as possible to encourage their use across the entire company.

COA equips its entire service staff and ALL of its sales representatives with Smart phones that allow web access to all of COA's data.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Our people have on-line guides and videos covering everything from taking photos to sales and marketing philosophies!



Weekly Service and Sales conferences attended by our cross continent staff bring to light both challenges and solutions allowing us to not only develop as a company, but also to be prepared for, and adjust to, circumstances before they become problems!

Method and Success

Advertising Face Production

COA has a centralized production facility, which manufactures all sponsorship panels for the more than 10,000 units within all of the Municipalities that we operate in throughout North America.

The copy is reverse-printed on the back of a Lexan panel to prevent vandals from having direct contact with the copy. The effects of vandalism are greatly reduced. As vandalism breeds vandalism, the need to keep each unit clean from day one cannot be overemphasized. ***More than keeping the City or the user happy, keeping the units clean keeps the sponsors using the product, and it keeps new sponsors interested.*** It is after all the sponsors through their purchase of the space who make the program possible.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Sponsorship Content

COA reserves the right in our client contracts to refuse any sponsorship that is found to be:

- Unsuitable or inappropriate
- False, misleading or deceptive
- Relates to an illegal activity
- Depicts violence and/or anti-social behavior
- Hold-up individuals or groups of people to public ridicule, derision or embarrassment
- Includes language, which is obscene, vulgar, or profane

COA, as a matter of policy, does not allow the advertising of any alcohol, tobacco or tobacco related products.

As a result, if any City of Miami Gardens Official or Board is at any point uncomfortable with sponsorship content we are able to change or remove it without any legal repercussions.

Local Business Community

COA's client base is largely local. While we do serve a number of larger firms, we find that the average yield is higher with the smaller local clients. ***Larger clients do support higher rates, but the vacancy levels are MUCH higher as they only tend to buy brief periods.***

With over 30 years of experience in business, we have never had a year where yields from larger clients exceeded those of the local business. Generally we enjoy a local client base of more than 80%.

Community Services and Public Service Messages

During the term of the contract, COA will provide the City with up to 10% of available units upon which to promote City initiatives and public service announcements. As a paying customer has priority, should a customer purchase a location where a City's message is in place, COA will do its best to relocate this to a nearby location.

COA will also provide non-profit organizations with free message space to promote upcoming events in the area. Should COA receive a request from a charitable organization, we will happily work with them to assist them in getting their message out to the general public.

COA also assists local organizations with charitable donations. COA believes that it is vital to give back to the communities in which it operates, and we will continue to maintain this philosophy.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

PROJECT STRUCTURE

COA is completely equipped and experienced to convert the existing bus benches in the City of Miami Gardens. COA's product selection is such that will accommodate both aesthetic and functional requirements for Miami Gardens, while sustaining economical sponsorship and advertising opportunities to the local small business community.

IMPLEMENTATION PLAN

Working closely with Miami Gardens and other City officials, COA's expertise in implementing new public space amenities programs will ensure a well-organized and efficiently executed launch.

Before any work begins, COA's local operations team will conduct a thorough audit of each site. COA usually invites a representative from the City to join the audit so that the City can see the care and detail we take to ensure there is agreement on site selection. It's crucial for the success of the program to choose locations appealing to the program sponsors. A detailed report will then be prepared, including photos of each site, (see Appendix C for report sample). This report will be sent to Miami Gardens for approval. Only after COA receives approval from Miami Gardens will work begin on-site.

Where necessary, appropriate agencies will be contacted for "locates" (utility etc. positioning on the site) and the necessary permitting processes. If adjacent property owner permission is required for base installation, COA has extensive experience in approaching the owner and explaining the benefits of the program. We enjoy around 80% success rate in working with these landowners.

Very rarely do we need to approach those adjacent property owners because we can usually ensure that the units will fit in the municipal right of way.

Once installed, each unit will be GPS coded and uploaded to our interactive website for monitoring by City officials. Additional infromation on our interactive website will be presented later in this proposal.

COA's use of GPS technology links handheld laser scanners used by our local service team who visits each unit. All service work is logged using the scanner system as well as photos of the sites. All this data is immediately available on our website through WebPortLive.

City officials will be given access to COA's Operations files on line where they can monitor all service history for every installed unit. In addition, Miami Gardens can interact directly with COA's service team by placing on line work orders for any unit in place.

COA will remain at all times, accessible and accountable for its work in maintaining its units. The City of Miami Gardens is exempt from all responsibility relating to this program – COA will handle every aspect of the public space amenities program, from start to finish.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

PROJECT SCHEDULE

INSTALLATION SCHEDULE

We anticipate to start the installation process after all permits and approvals have been obtained. COA routinely installs more than 100 units a month.

COA would order the units immediately after receiving the affirmative approval of anticipated quantity of units required.

Upon contract award, COA would prepare a detailed installation schedule for City approval. Under no circumstances, will COA install any product without approval from Miami Gardens. Further, the company will recognize existing contractual obligations of the City regarding the current public space amenities provider and will schedule around these obligations.

ACCURATE AND TIMELY DELIVERY TO THE ADVERTISING CLIENT

- COA delivers 97% of its product on time on all units, and over 99% on pre-installed units.
- COA bills properly and should there ever be a need to, we will correct any billing or delivery errors.
- COA ensures that both its municipal and commercial clients have up to date and accurate information through its interactive secure web and telephone portals.
- COA handles every aspect of the commercial client's investment from design to installation. Nothing is left to the small business person.

PROPOSED LOCATIONS

Throughout the contract period these principles govern our conduct:

- Service considerations to the pedestrian and general public prevail
- Aesthetic considerations govern
- Safety Considerations govern, and of course
- The City maintains full control over all external aspects of the program.

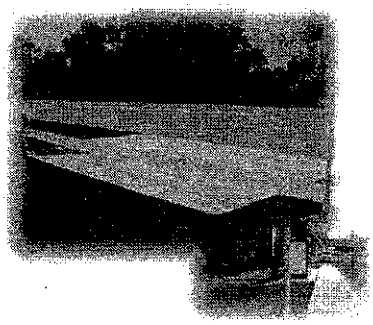
Locations are always audited with a designated City official (usually Public Works) in attendance so that both COA and the City can ensure the other party is on the same page as to what constitutes a suitable location. Great care is taken to ensure locations meet all Municipal requirements. All areas of interest to the City will be audited and suitable sites will be added to COA's final location report.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Adding New Units

The installation and removal of the product is a very efficient and simple process. COA simply needs to be alerted to the need for additional units at new locations and a unit will be installed within 14 days.

The City of Miami Gardens would send an email, including details of the site location, (or submit a request using COA's operations website), to our Operations Department indicating that a new unit is needed. COA will dispatch the Operations Team to audit the site and prepare a site report for Miami Gardens, (which will include a photo of the site), and indicate where the unit is required (Sample Site Report Appendix C). Once City of Miami Gardens approves the site audit, installation and GPS coding of the unit is scheduled.



Removing Units

City of Miami Gardens can either send an email to COA's Operations Department with site details and instructions, or submit a work order using COA's interactive operations website. Within a day or so the operations team will be dispatched to remove the unit and the work will be recorded and posted on-line.

If a pad was installed as a part of this project, then the pad will be removed and the ground restored to the original surface.

Confirmation of removal will be sent to Miami Gardens. If rapid removals for such things as construction are required, COA as a locally based company has the capacity expedite unit removals.

Our contracts with our clients allow us to interrupt their advertising programs at any time. This is important not only for circumstances where restructuring occurs, but also to address such situations as construction, parades etc.

Delivery Systems - Post Installation

Delivering our services;

- Maintenance
- Design
- Printing
- Sign Manufacturing
- Sign Installation and Removal

to both the municipality and our advertising clients efficiently and effectively requires a very sophisticated administrative system.

With almost 100,000 lines of code and 15 years in development, COA's delivery system is the finest available. Systems fully integrate so that checks and balances apply across all of the areas of control.

Client satisfaction is very high because of these checks and balances. Billing and Finance is automated and tied directly to Operations, Maintenance, Sales, Design, Printing, and Posting. Each zone of responsibility must confirm fulfillment as per specific parameters or the system highlights the exception for management attention.

All activities are run through queues on a "first in first out" or FIFO basis. This system results in a less than 1% client complaint level across more than 10,000 units in over 240 Cities and Towns in North

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

America. Considering that the amenities product is in direct contact with the public, this is exceptional. COA has acquired several companies over the past 4 years, and all experienced MUCH higher levels of customer dissatisfaction prior to COA taking over!

The operational system COA follows has proven as successful and efficient in keeping records and processes intact eliminating inaccuracy and gaps.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

PRODUCT DESIGN PHILOSOPHY

COA is a pioneer in the development and implementation of local format advertising amenity programs. COA's success has come from its ability to address Cities' requirements and formulate an appropriate program that is tailored to each neighborhood's requirement.

COA is able to individualize the program to a specific area through the products it offers. Almost all of COA's products are designed in-house and offered exclusively by COA.

All of COA's products made of high quality durable materials, installed for ease of maintenance and repair, and are fire, animal, dent, and graffiti resistant. The unit offered is all designed to comply with wheel chair and accessibility regulations. COA's furniture are never disposed of in landfills, they are always recycled.

No other firm can provide most of these products. COA owns all of the molds and dies for most of its products and has never sold a unit on the open market.

DESIGN INNOVATION

COA's focus on new products has centered on the three fundamental concepts: durability, consistency, and modularity. Each product that is introduced to the market has these three factors embedded in their design. COA understands the importance of having products that can withstand the extreme climates that are present in North America. COA uses only the highest quality products in producing their units and that has led to its products having an extremely long lifecycle.

We maintain ALL of our own products, so our units are designed to minimize maintenance requirements!

Despite the unique designs of our furniture, all of our products use standard commercial hardware and container liners to make on site modifications, repairs and maintenance a breeze. The components on our furniture are interchangeable to minimize upgrade and repair times. The actual functioning modules of our furniture are on suspended legs thus allowing cane detection and the flow through of debris from getting caught in our units.

COA believes that the amenities should not stand out on the streetscape, but rather blend into their surroundings. Using this philosophy, COA has designed its product lines around the central concept of "consistency". All modular components share consistent design attributes and angles in order to present one uniform structure. No other products will have the common design elements and durability that these lines offer Miami Gardens.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

PRODUCT DETAILS

THE BOULEVARD

The Boulevard provides extremely comfortable seating for Transit and street patrons. Made of 100% polyethylene exterior (as used in municipal playground equipment) and treated steel it has a unique ridged seat design which allows air to circulate under the unit making the Boulevard bench drier and more comfortable year round.

The Boulevard bench has been purposely structured to allow for placement in every possible location. It is comfortable, functional and durable. The design is an aesthetically pleasing transit seating system with angled edges that do not intrude into pedestrian or transit rider's space. This minimizes the potential for a tripping or bumping injury at the bus stop or on the street-side.

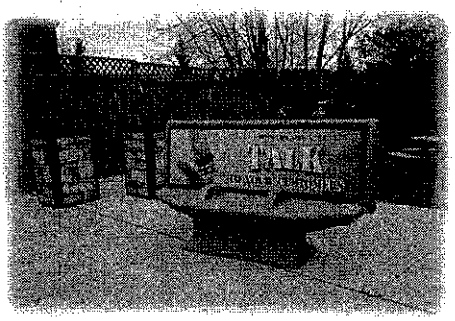
The Boulevard is securely bolted to a pad provided by COA to insure stability in any weather conditions. Each Boulevard will be GPS coded and will remain securely anchored in place at the exact spot selected and approved by the City. COA will supply up to 350 Boulevard benches to the City of Miami Gardens

DURABILITY

The Boulevard has no absorbent surfaces to trap rain as its rounded and angled surfaces will run off the water and not pool it in critical areas. Its seating is properly crowned to allow complete runoff. The durability of the Boulevard is unmatched, and there is no way the casual onlooker can differentiate between the 10 year old units and the newest one placed on the street.

Most benches designed of wood or metal have a smooth seat surface which absorbs more heat in summer. Wood deteriorates quickly in the extreme weather conditions, and steel and painted surfaces rust and pit.

FUNCTION



The Boulevard offers center arm rests that assist the elderly in sitting and standing. It has smooth, angled surfaces with no sharp corners, splinters, nails, or screws that may result in injuries. These are very important safety features.

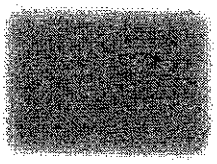
Wood-like slats enhance its urban appearance while providing a functional non-slip surface. The "slats" are molded right into the unit to minimize vandalism. It is modular and secured by "quick seal" fasteners. This means that onsite repairs or part replacement is done in just minutes.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Materials

- 100% Polyethylene
- Unique, "Vandal Resistant "2nd surface signage"
- No exposed hardware
- All "lasting" material composition
- No wood, steel, paint, nails splinters or screws.

Color



The Boulevard Bench is available in a range of colors but our experience tells us that "Sandstone" (Right) works well in cities with a variety of different and distinct architectural styles as found in COA's Operational Area.

Boulevard Sign Size: L 71" X H 20.5"

All signs are fully encased in a unique pressure fitted frame with no sharp edges, splinters, nails or screws. Once installed by COA's fully trained maintenance specialists, the ad panel is virtually impossible to open without the use of specialized tools.

Boulevard Bench Size:

L 6'4" x H 40" x D 43"

General Specifications

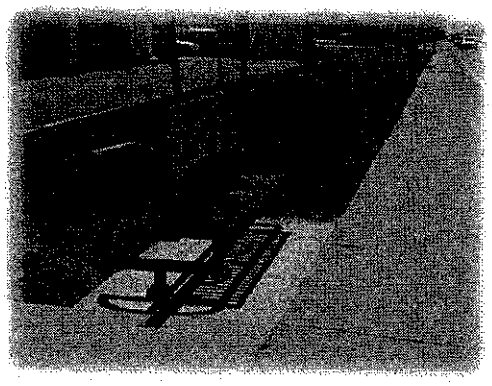
The product will not visibly deteriorate for over 20 years and the manufacturing material is 100% polyethylene, the same material cities demand in playground equipment. One of the important properties of polyethylene is that it radiates heat less than metal. Every Boulevard bench will be installed securely on its own pad. (If an existing pad is unavailable then one will be provided by COA at no cost to the City).

The Boulevard will experience ABSOLUTELY NO visible degradation over the life of the program!

The Boulevard is UNIQUE in its adaptability - It converts quickly and easily from an "Advertising Unit" to a "Non-Advertising Unit" for sites that do not, or should not carry advertising panels.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

THE LEXINGTON



The Lexington bench has been designed to complement a broad range of City, Town and County landscapes with its outstanding aesthetics and superior engineering. COA will supply the City of Miami Gardens with up to 350 Lexington Benches.

Old world charm and environmental innovation, have been brought together to blend seamlessly into any streetscape.

The Lexington is a revolutionary bench of its kind. The only heavy steel and aluminum bench with heat control system to facilitate both comfort and durability.

COA designed the Lexington bench from the ground up to be accessible to any City and be affordable to local small business advertisers. The Lexington bench is 100% wheelchair accessible and ADA compliant.

DURABILITY

The Lexington is one of a kind heavy steel and aluminum bench manufactured with Thermo Plastic PVC coating. Thermo Plastic coating prevents corrosion, reduces maintenance costs and ensures the Lexington will not overheat in hot summer weather conditions. Treated heavy steel and aluminum are used in the Lexington's construction add to the unit's strength and prevent the bench from sagging.

FUNCTION

The Lexington bench includes center arm rests that assist the elderly in sitting and standing. It has smooth, angled surfaces with no sharp corners, splinters, nails, or screws that may result in injuries. The slotted seat in addition to the smart thermo control system contributes to the temperature control in the hot summer days. The rounded edges and the seat slits prevent rain and water residue from trapping anywhere inside the unit.

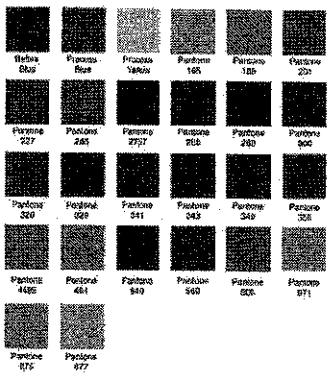
MATERIALS

- 100% Treated heavy steel and aluminum
- Ultraviolet stabilized Thermo Plastic PVC Coating
- Unique, "Vandal Resistant" 2nd surface signage
- No exposed hardware
- All "lasting" material composition

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Color

All aluminum frame components are coated with baked on polyester powder coat available in a variety of colors. Typically black is the color of choice.



Lexington Sign Size: L 71" X H 20.5"

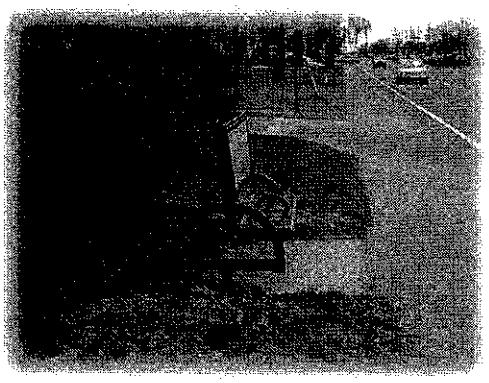
All signs are fully encased in a unique pressure fitted frame with no sharp edges, splinters, nails or screws. Once installed by COA's fully trained maintenance specialists, the ad panel is virtually impossible to open without the use of specialized tools.

Lexington Bench Size:

L 72" x H 43" x D 33"

General Specifications

The Lexington has the added feature of an eggshell finish on its seat which aids in keeping the unit cool.



Thermo plastic surfaces are graffiti resistant and clean easily. Thermo Plastics used for the Lexington bench are Ultraviolet Stabilized, fused and baked to a 90% gloss finish. Gloss finish not only looks better but also helps the coating from fading over years of sunlight exposure.

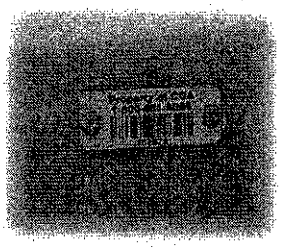
The Lexington has been designed for placement in every possible location. It's comfortable, functional and durable design blends into any location. Every bench will be installed securely on its own pad and then GPS coded to the exact location approved by the County.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

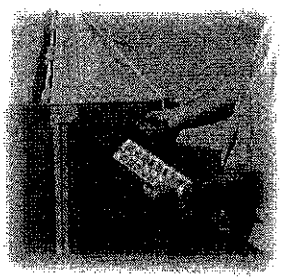
MAINTENANCE PROCEDURES AND MAINTENANCE SCHEDULE

COA leads the industry in providing their clients with state-of-the-art maintenance procedures, tracking and reporting systems. Miami Gardens' personnel can quickly and easily determine the current maintenance status of any given amenity location on a 24/7 basis.

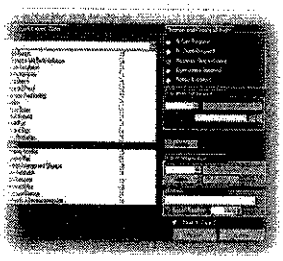
COA has built and maintains an extremely advanced proprietary computerized operational system that integrates maintenance, operations, media bookings, vacancies, changes client information, and financial record keeping, all within a single administrative system.



All units are GPS marked and bar-coded providing a unique identification for each unit, which allows the physical location and service record to be recorded.

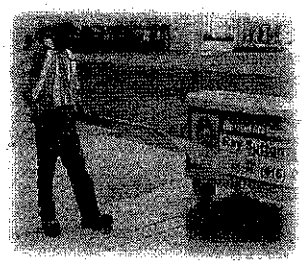


COA Maintenance staff visit each location as required. They are equipped with a hand-held computer / GPS scanner. These portable units interface with COA's main computer server to record the details of each visit.

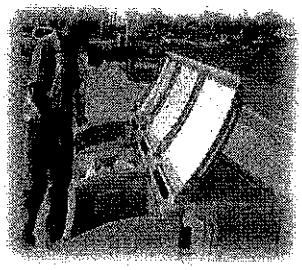


The time and date of each visit is recorded along with maintenance that was undertaken and the amount of recycling and waste material collected. Any maintenance issues such as graffiti, vandalism or excessive litter around the unit is also recorded

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

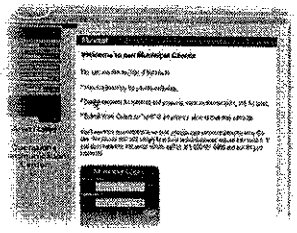


On a regular basis, each unit receives a thorough cleaning using COA's mobile Power Washing vehicle, completely removing any built-up dirt.



Special notations are made to record whether there was a large amount of litter in the surrounding area or if additional maintenance or repair measures are needed that will then be dealt with in future visits.

Recording any ongoing operational procedures such as sign replacement, weed removal or repairs recommended by either COA or Miami Gardens' staff.



Information that is collected and entered into the portable computer / GPS unit at the time of the maintenance visit is downloaded to COA's main computer within 12 hours of the visit. Miami Gardens' staff can access the database at any time via secure access on COA's website in order to inspect or confirm maintenance visits and records.

Detailed and customized maintenance reports can be easily extracted from COA's database and delivered electronically to concerned Miami Gardens' contacts. Sales and financial reports that may also be required by Miami Gardens are also generated in the same manner.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Unit Visit Frequency

Timing service visits is challenging. Different units across the City will require different frequencies.

Our Maintenance Data and Collection System calculate the number of visits required each week to keep the units clean and attractive. Calculated frequencies are always viewable on WebPortLive. We are able to build a customized maintenance schedule to accommodate the City's needs for EVERY season.

As a general rule, our minimum visit frequency is once a month and the maximum is as required. We will schedule our visits generally for the same day each week, weather permitting, to ensure consistency. As we use low noise vehicles, our crews should be able to attend to the units between 7 pm to 7 am to avoid disrupting the public. We are sensible to the noise by-law and have never received a noise complaint.

The Service Visit activities that are included in each visit are as follows:

- Clean the entire outside surface of the unit, wipe the bottom so that is free from mud, road salt, etc.
- Clean and wipe the advertising panel. Make sure the Ad is free of dirt and graffiti.
- Remove any overgrown grass or weeds from around the unit.
- Advise COA of, and repair, any structural damage or problems with regards to the unit or surrounding the unit.
- Make repairs to the unit. This may involve re-anchoring the unit in the event it becomes dislodged, angling the unit, or replacing damaged parts.
- Pressure Washing of units (at least on a semi -annual basis)

It will take maintenance personnel approximately 5 -10 minutes to service each location throughout the term of the contract.

Complaint Response

Issues may come from a variety of sources. COA provides a variety of ways to "receive" complaints. At any time, 24/7 Municipal clients may enter Work Orders directly into COA's WebPortLive on the internet, or may use the 24/7 hotline at our office number ext. 707. This line is monitored every 4 hours. Other on street concerns can also be reported via Operations@CreativeOutdoor.com

During regular business hours, all of our office staff is trained on receiving and handling operations calls.

Response Times for Repairs

COA will manage the City of Miami Gardens service area maintenance program by employing local constituents from within the immediate area. We see a great advantage in running our maintenance program with people who add their understanding of local communities to COA's expertise in managing amenity programs that are second to none!

All of our maintenance people undergo substantial training BEFORE they are allowed to work with the product on the street.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

City of Miami Gardens may provide written notice to COA when any unit requires regular maintenance or repair and COA, as soon as is reasonably possible, generally within several hours, but certainly and not later than 24 hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense. Parts are stored locally, and personnel are trained to handle the units.

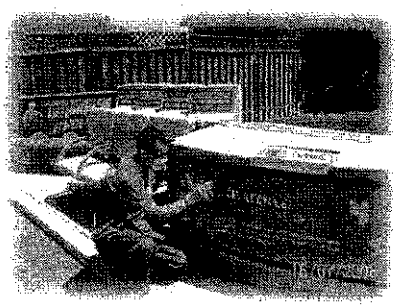
We also offer an Emergency Reaction Service 1 800 661 6088 x 707 or Operations@CreativeOutdoor.com that is monitored 24/7.

Miami Gardens may provide written notice to COA when any unit requires emergency maintenance or repair if its condition is such that, (in Miami Gardens' sole opinion), the condition renders a serious danger to the public. In such an event, COA as soon as possible and not later than 4 hours after the giving of such notice, repair and make safe the unit at COA's sole expense and to the satisfaction of Miami Gardens.

Since we hire only local operational personnel and have an abundant amount of spare parts and furniture store locally, repairs and replacement will always take place within the designed timeframes.

Graffiti Removal

With 10,000+ units across North America, COA has become real experts in graffiti removal. Most graffiti removal should take no longer than 5 minutes to clean up if done properly. Regular attention is by far the best deterrent! We use several types of proven cleaners, which remove the graffiti, BUT DO NOT damage the Lexan surface.



Our furniture and ad signs are designed to not absorb the defamation. However, should our property be damaged beyond repair, COA will replace the required parts and signs at no cost to the City.

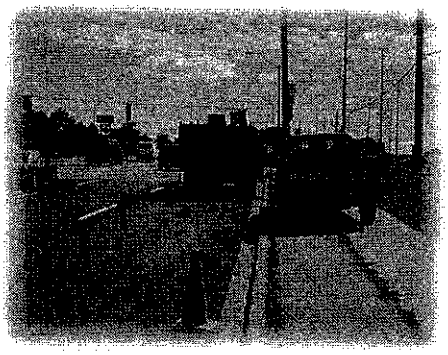
Pressure Washing Scheduling

The weather plays a key role in deciding when to complete the pressure washing. In spring, we try to co-inside the activity with the final spring street clean up.

It is done twice a year, but the winter and spring timing is important. COA has a great deal of experience, in many different climate zones, scheduling the right time to pressure wash the units.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

SAFETY PROGRAM



COA's Safety Program has been established through a combination of our acquired operational experience and continually updating and adhering to governmental safety standards. We are proud of our safety record, which has been unblemished since the company was established over 30 years ago.

COA requires its entire operational staff to wear florescent safety vests and boots at all times. Work gloves are also worn whenever possible during the course of maintenance, repairs or installation of any unit.

COA schedules the actual installation or maintenance of its inventory of units during off-peak traffic hours to avoid potential congestion that might otherwise be caused to the flow of vehicular traffic on City streets. While operational procedures are undertaken, large orange "pylons" are placed the required distance behind the service vehicle and are angled toward the curb. A flashing, intermittent orange warning light is utilized on all service trucks and are used in conjunction to the vehicles 4-way flashers to further inform oncoming traffic of the work situation ahead. Safety barriers are also placed around any excavation sites that are being prepared for the installation of pads for the units. As a part of this offering, COA will install a maximum of 75 sq feet of concrete pad for each bench installation. An ADA clear zone will be at each bench installed, the cross slopes will be as required, and if within the 75 sq feet limitation, a boarding and alighting will also be included. COA undertakes all "locates" before any excavations take place to identify any buried cables or obstructions.

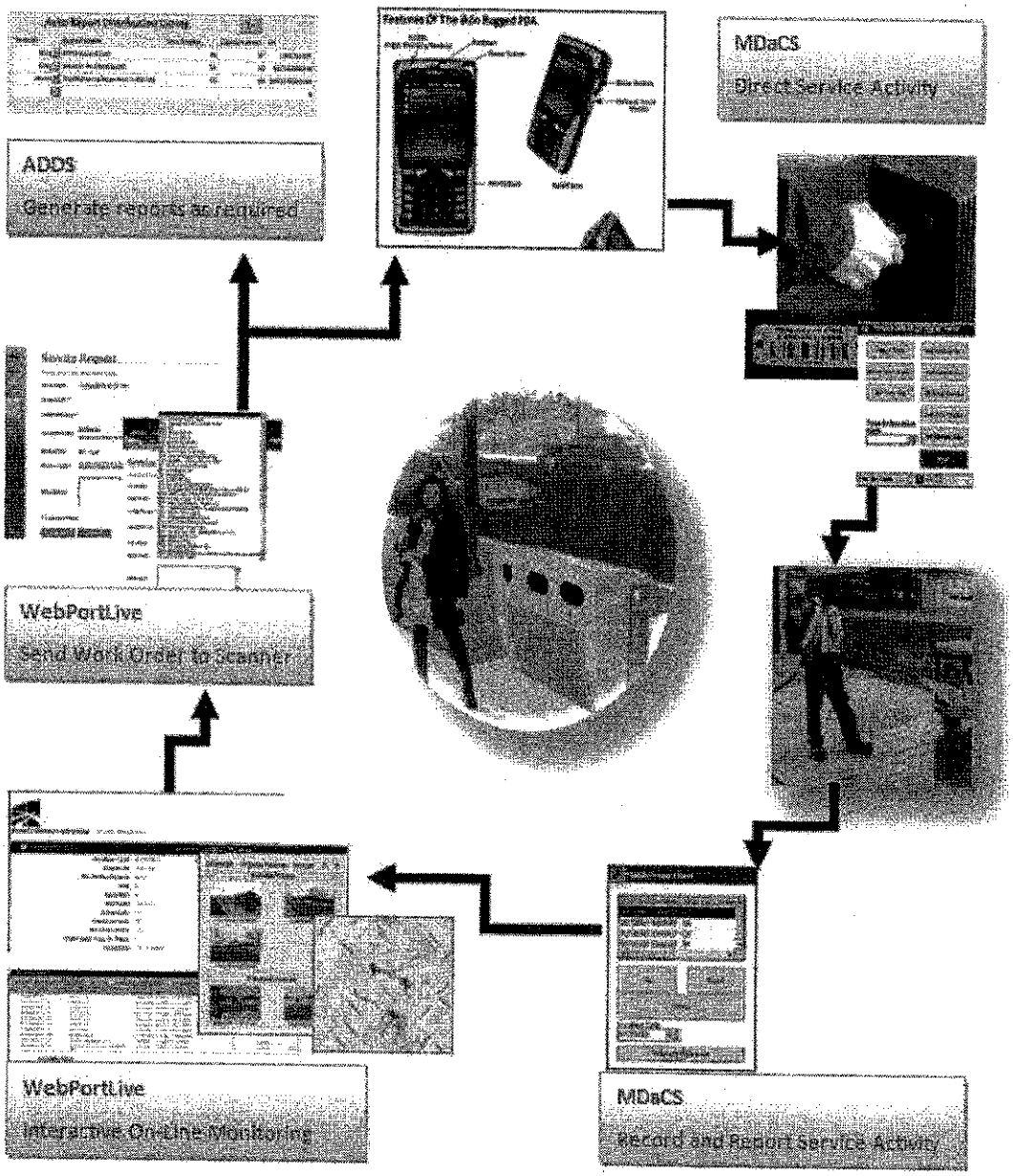
COA undertakes all "locates" before any excavations take place to identify any buried cables or obstructions.

COA adheres to all government safety advisories and regulations and would welcome learning of any additional safety requirements that City of Miami Gardens would want the firm to be aware of and adhere to in the course of fulfilling this program.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

MAINTENANCE TECHNOLOGIES

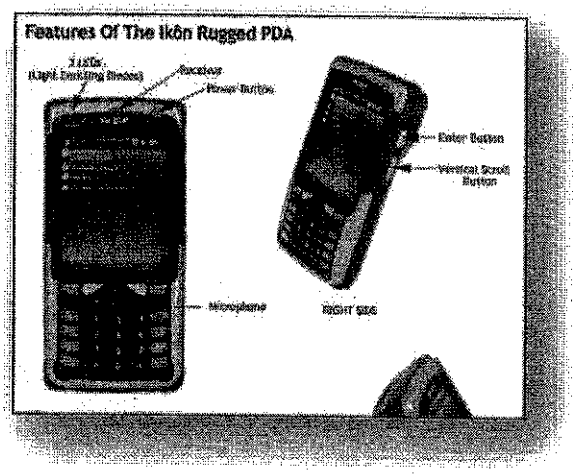
FLOW CHART – ELECTRONIC DATA MANAGEMENT



4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

COA`S MAINTENANCE AND DATA COLLECTION SYSTEMS

Data Collection and Reporting are critical functions in ensuring that the street amenities are kept clean, functional and safe. Any system to be effective must be written and designed to meet the needs of the program it's meant to monitor.



COA began the development of just such a program over 5 years ago, and today boasts a state of the art proprietary system designed solely to guarantee that the City's objectives for a street furniture program are met.

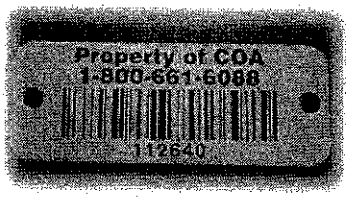
In addition to a municipality's concerns for aesthetics and functionality, COA's data collection serves the sponsorship client with elements designed to ensure

- proof of performance
- location guarantees and confirmation
- Instant location circumstance information

The system serves the individuals performing the maintenance by:

- recording any and all activities
- creating "before and after" activity photographic evidence
- providing immediate feedback to operations dispatch
- assisting in planning time and money effective routing

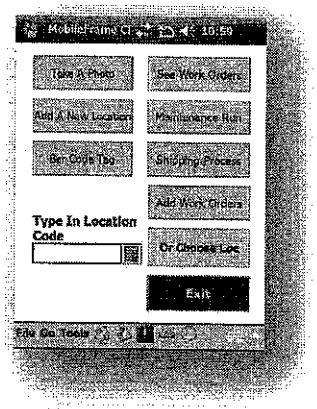
The entire system is based on two core elements:



1. A Security Coded Bar Code tag riveted to each and every piece of street furniture AND
2. An all-weather handheld scanner with specific hardware attributes, namely:
    - Laser scanner
    - Full color camera
    - Legible and interactive screen
    - GPS recording module
    - Continuous cellular bi-directional communication connection
    - Voice connection available

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

To be truly effective the system needed to be directly connected to the master database. Real time, 2-way data flow is the most important so that:



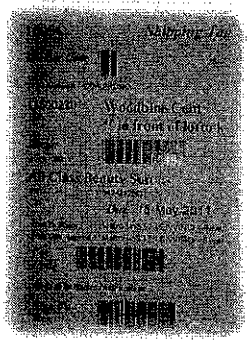
Municipal clients can see service records to prevent redundancies

Sponsorship clients can see proof of purchase activity

Maintenance people can get immediate concern work orders without delay and without interruption to their regular activities

System Highlights And Samples

The Main Menu allows the user to select from a variety of functions, but key functions are integrated to make sure that the user does not "forget" specific actions required.



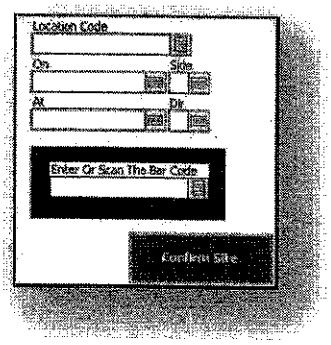
For example a unit installation will require the user to:

- Install the unit
- Install the bar code tag
- Install a sponsorship panel
- Take photos of the unit

All GPS functions are automatic and built-in requiring no user interaction.

Sign Placement Control – Customer Satisfaction

COA delivers over 99.8% of its client's sponsorship panels on time and in the right place. This is unprecedented in the market segment and is made possible through the MDaCS system. The sign tracking and placement confirmation element is one of the most important aspects of the system.

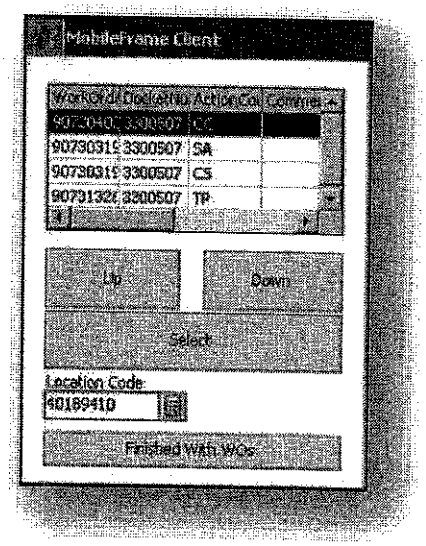


Every aspect of design, printing, and placement (posting) is controlled by the MDaCS system to ensure customer on time accurate delivery. It is the sponsorship client that pays for the program and their satisfaction must be a paramount consideration for any program manager.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Maintenance Courses

The maintenance team follows a pre-established course. During this course (or service route), the units are scanned in succession.



Regular maintenance runs are "interrupted" by work orders as sites are scanned. Again designed to force compliance, all work orders must be handled before the maintenance person can proceed.

Such Activities as:

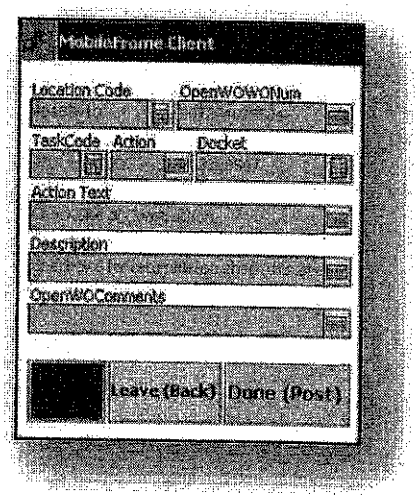
The various tasks completed by the maintenance person

- Brush removal
- Cleaning Activities
- Graffiti clearing
- Any Photos (full color) of the units and/or parts if required by the incoming data

These data collection scanners have bi-directional, real time communication through the cellular data network and the units are voice capable if we need to contact the maintenance person verbally. However, verbal communication is rare because service requests from our municipal and/or advertising clients are transmitted directly to the units for completion.

Data Availability

The data collected which currently feeds directly into our master databases, if needed can be easily exported to Excel, PDF or CSV files. It is our hope that working with any municipality, we will be able to move this data directly to any type of Asset Management System the municipality may incorporate.



In theory, this would also allow a municipality the opportunity to feed data back through our system for maintenance requests therefore minimizing the costs and errors associate with the data movement. (This can presently be done for municipalities without asset management systems through our Web Portal. (See our WebPortLive description.)

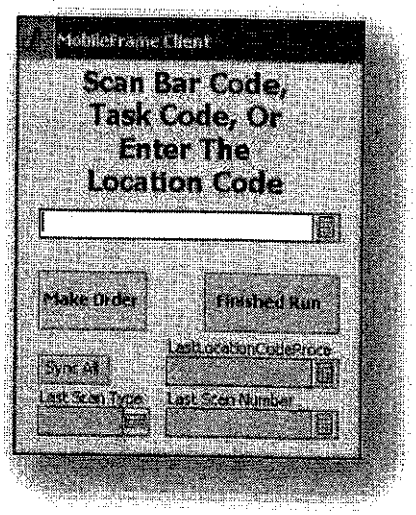
COA's application server retrieves the stored information and processes it, recording the site visit as completed, and posting the site visit information to:

- Primary database
- Web Portal (WebPortLive)
- Mobile Information Database

(These are all the same source, simply different ways of accessing and viewing the data).

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Follow Up and Email Alerts



"Follow-Up Work Orders" automatically create email alerts to municipal and/or sponsorship clients upon completion.

This process may also generate new work orders for site/location requirements. In addition, a municipality may provide COA with an email address for electronic confirmation. In addition, once certain types of Work Orders are attached to the municipal account, they will automatically alert the email address of the completion or status of a given work order.

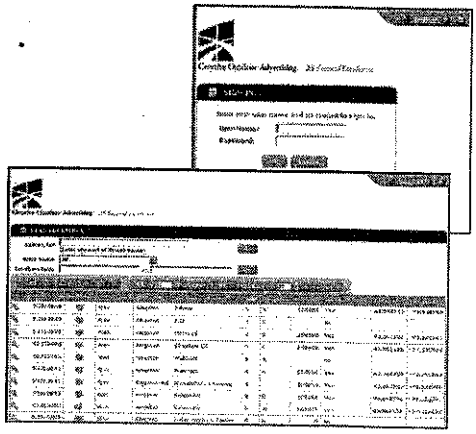
All of the maintenance software, with the exception of the operating systems is proprietary to and belongs to COA.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

COA's WebPortLive

COA has an industry standard on-line, interactive system to assist municipal officials in monitoring the amenity program. Each amenity can be viewed, and COA's ongoing service and maintenance work can be tracked.

"Up To The Hour" Reporting

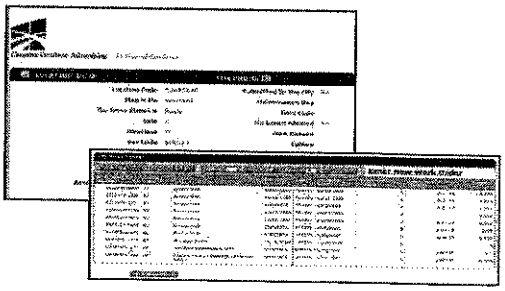


Any municipality can secure many "UP to the Hour" Reports. This means that the data they are viewing is current and immediate. COA's Collection System combined with our Web Portal ***WebPortLive***, brings literally live data directly to the municipal user.

There is NO human interaction required to put data directly into the municipality's hands, it comes directly from the scanners to the portal in no more than 1 hour!

Logging-in is simple, and information access is quick and efficient.

Options



"Site Photo": Clicking on the Icon will show photos taken on site

"Magnifying Glass": This icon brings up site info and recent service history

"Enter New Work Order": Brings up a drop down menu for a specific site and allows you to request specific action is taken related to that site

Readers are invited to look over this service innovation that we are pleased to make available to Municipal clients.

Once logged-in the user will be exposed to our site **Search and Selection**. Users can search the locations by street name or location code.

By typing in only a portion of the name, the system will show the user all of the possibilities. From these you can choose a number of options. Typing "bay" Brings up both the streets that matches "bay" and the cross streets that match "bay".

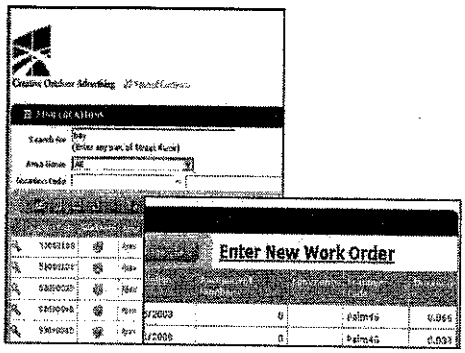
The user can see a site photo by clicking the camera icon, and can see the site details by clicking on the magnifying glass on the far left of each site.

There are many details showing, but the user can see the Work Orders for this site by looking at the bottom of the page.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

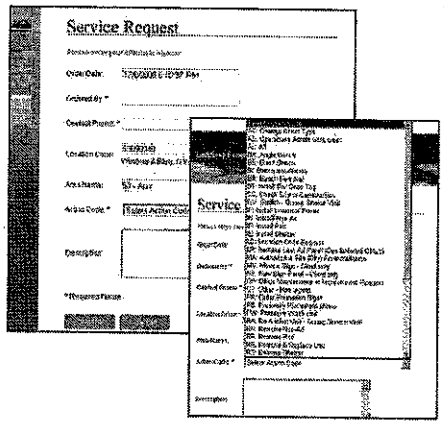
Work Order History

This page shows all the work orders for this site for the most recent period. Please be aware that this is not quite real time, and that Service Visit Actions are NOT (but can be) all included. (This omission relates to the technology used for the creation of this data and a "drowning in data" issue for the user. To adjust your service reports please call the office.)



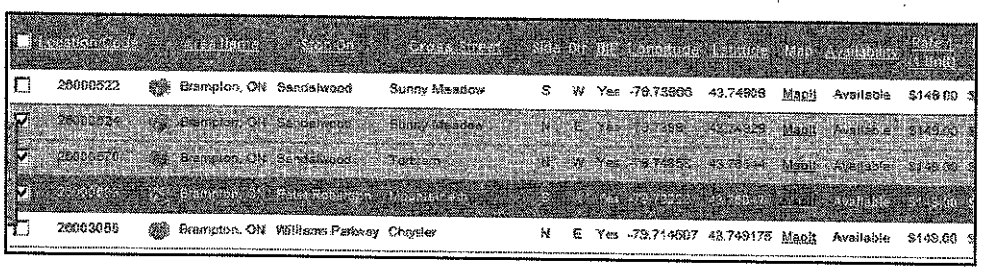
To enter a new Work Order, a user simply clicks on the New Work Order section.

This will take the user to an entry screen where they select an Action Code then simply submit the order. Put in a description, and the COA ops team will get to the order within 4 hours.



This system allows access to a variety of different information including:

- Employee completion ID
- Dates
- Work details
- Images of the units on site
- Longitude and latitude covering every site we have in COA's network



The site is comprehensive and offers a municipal client extensive information.

This two-way communication has been a particular favorite for municipal clients as it allows municipal staff to input directly the location and work required.

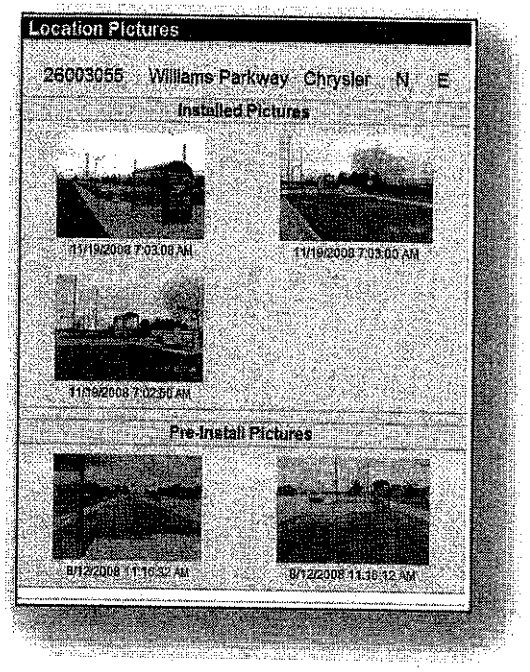
All work orders record the source of the work request and naturally the public is a source. We can easily track both the complaints received and COA's response to the complaint through easy access to our work order records.

Activities carried out become easy to read with time organized line items. Each line contains the controls necessary to instantly access photos, geographic location images and much more.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Site Images

A full photo set exists for each location. Before and after photographs show the user how the site has changed with the installation. Digital Images are seen as thumbnails, but can also be viewed and/or downloaded full size.



Information Availability

Information can be requested in a variety of forms for the City to ensure that our clients can access and USE the information efficiently.

Reports and sets of data can be secured as PDF, Word, raw text, excel and/or mapped. This ensures that our reports cover all spectrums with regards to data accessibility. From this almost any data analysis can be done for the City.

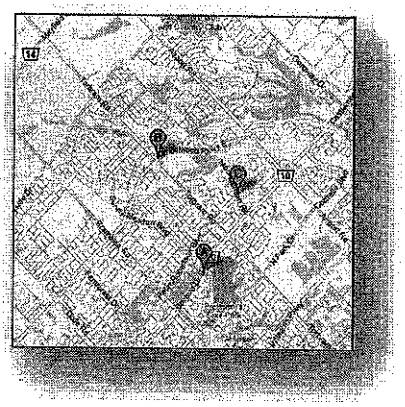
The data is under a less than 1 hour delay, (for system protection) but users are able to bring "NOW" data to meetings and conferences.

City will have access to the system to monitor the condition of the units and advertising content and to:

- Create single item work orders for expedited tasks or group similar tasks
- Easily download and upload maintenance tasks to a hand-held unit (Laser Scan technology)
- COA can define maintenance cycles and routine check routes
- Conveniently upload completed postings with proof-of-performance photos
- Capture complete history for analysis and forecasting (submitted to City to provide site by site analysis of historical data related to all maintenance)
- Some examples of the reports that the City can draw from the portal include:
- Street furniture types and Street furniture locations
- Maintenance activities performed (daily, weekly, monthly)
- Location of site
- Staff member performed
- Activity performed (installation, cleaning, repair, etc.)
- Time performed, including time issue was reported, time at location, time to complete operation, and amount of time taken to complete the site
- Other problems, notes, issues, details by site, cost of repair, installation, parts, labor, fuel, etc.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Mapping



Any set of data can be mapped to illustrate the geographic coverage. These maps aid our advertising clients in plotting out their message coverage giving them a solid sense of their reach to their audience. This is critical in offering our small business clients a close reach coverage program.

Our municipal clients frequently use this information to administer their programs and to ensure they have the service coverage they want.

WebPortLive Summary

COA's web portal WebPortlive:

- Makes data fully available in all for the City
- Maps all or portions of the database
- Gives the user FULL access to COA's maintenance activities at ALL times
- Ensures that users have up to the hour data access

It's the answer to:

- Seeing
- Monitoring
- Controlling

The Activity on the street!

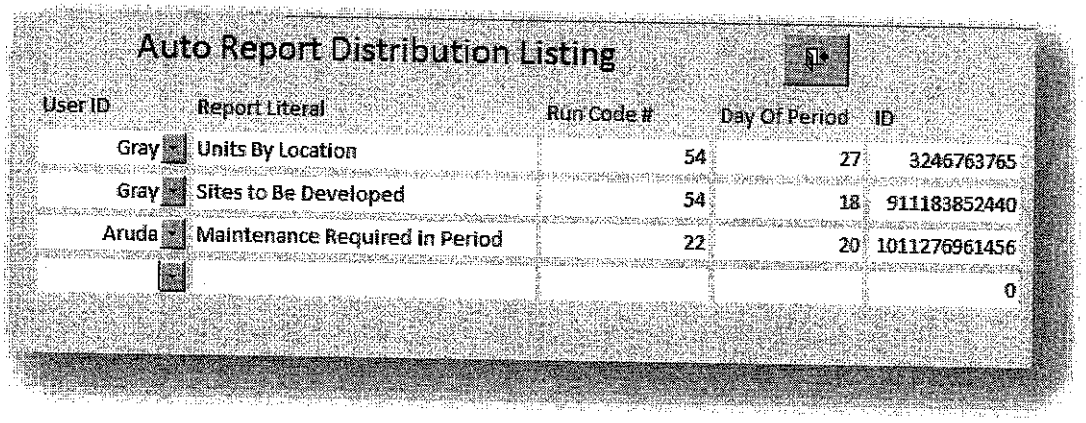
4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

COA's Automatic Data Deployment System - (ADDS)

Municipal organizations may also request use of COA's Automatic Data Deployment System (ADDS). This system creates reports that can be formatted and emailed directly to the required person on a frequency as required by the organization or department.

Some examples of the reports that the City can automatically receive include:

- Inventory database by street furniture type
- Street furniture locations
- Maintenance activities performed (daily, weekly, and monthly)



Auto Report Distribution Listing

User ID	Report Literal	Run Code #	Day Of Period	ID
Gray	Units By Location	54	27	3246763765
Gray	Sites to Be Developed	54	18	911183852440
Aruda	Maintenance Required in Period	22	20	1011276961456
				0

The Maintenance report details:

- Date of work order
- Location of site
- Staff member who performed the work
- Activity performed (installation, cleaning, repair, etc.)
- Time performed, including time issue was reported, time at location, time to complete operation, and amount of time taken to complete the site
- Other problems, notes, issues, details by site
- Cost of repair, installation, parts, labor, fuel, etc.
- Reports by employee noting average work time, route, and maintenance duties performed, etc.

Full mapping services by GPS location

- By street furniture type
- By maintenance issue

The ADDS system ensures that the people who need the information – Get the information, ACCURATELY and ON TIME!!

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

REVENUE TO THE CITY OF MIAMI GARDENS

To truly understand the value of COA's program for the City of Miami Gardens, it is essential to begin looking ***not only at what the program earns***, but in what it will ***save*** the community over the term of the contract. The savings in capital investment, hardware acquisition, insurance, service, replacement and repairs will total in the hundreds of thousands of dollars.

Unlike many outdoor advertising companies COA will work primarily with local independent business owners in Miami Gardens. We contract with program sponsors for a term of one year. This longer term agreement ensures a strong and healthy program for the city. COA has never missed a payment to any of its Municipal partners.

COA will agree to share a portion of the net revenue generated by the sponsorship program and its associated advertising with the City of Miami Gardens. Payments are generally made on a monthly basis but alternate arrangements can be made if the City wishes.

Net Revenue is described as Total revenue received less: (this is a general industry definition)

- Posting fees
- Outside Sales Commissions
- Design Fees
- Printing Fees

It is our experience that a "per face" payment program is the fairest to both parties. If units are removed it, it does not unfairly burden the vendor, and as units are added, the City participate in the added revenue.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

EXHIBIT I REVENUE PROPOSAL SHEET

The contractor shall pay the City of Miami Gardens a percentage of gross advertising revenue generated on the City of Miami Gardens buses, benches and shelters computed against a minimum annual guarantee, whichever is greater, for each year of the contract. The respondent shall specify, in its proposal, the annual percentage of gross advertising revenue to be paid and the minimum annual guarantee applicable during each year of the contract. The term "gross advertising revenue" means all monies, remuneration, and considerations of every kind received from the sale of advertising space by the contractor in its operations as permitted under the contract. Gross advertising revenue shall be calculated on the accrual basis (i.e., amounts are prorated on time periods which correlate to the time periods during which the advertising is displayed).

Failure to use the City's pricing sheet page and provide revenue as requested in this RFP may deem your proposal non-responsive.

Monthly Pay Schedule Revenue Sheet (Revenue)				
Item No.	**Description**	**# of Benches/Shelter ad panels**	**Per Bench/Shelter Guaranteed Revenue to City**	**Extension Amount**
1.	**Guaranteed Revenue to City per bench to include maintenance** **See Exhibit II – Scope of Work and Attachments A-G**	up to 350 Boulevard Benches or Lexington Benches	$16.67 per Boulvard or $14.17 per Lexington	up to $70,000 for Boulevard or up to $59,500 for Lexington

* all revenue is subjected to an annual 2% increase

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

2.	**Guaranteed Revenue to City Per Existing Shelter (excludes bus shelter maintenance)** **See Exhibit II – Scope of Work and Attachments A-G**	up to 140 ____ number of shelter ad panels	$ 8.33 Per Ad Shelter Panel	$ 14,000 Annual Guaranteed Revenue to the City
			GRAND TOTAL	**$ 84,000 or 73,500**
	Annual $ (Dollars) Guaranteed Revenue to the City ***(Proposer's Total Guaranteed Minimum Annual Revenue for Five (5) years) / (Maximum Total Guaranteed minimum Annual Revenue for Five (5) years) x 50 = Price Score Points allocation**			
3.	**Guaranteed % of Revenue to City per bench to include maintenance** **See Exhibit II – Scope of Work and Attachments A-G**	up to 350 ____ number of benches	20 % of revenue	20 Annual Guaranteed % Revenue to the City
4.	**Guaranteed % of Revenue to City Per Existing Shelter (excludes bus shelter maintenance)** **See Exhibit II – Scope of Work and Attachments A-G**	up to 140 ____ number of shelter ad panels	20 % of revenue	Annual Guaranteed % Revenue to the City
	Annual Bus Bench: Percentage (%) of the * total advertising revenue: 20 %			
	Annual Bus Shelter Advertising Panel: Percentage (%) of the * total advertising revenue: 20 %			
	Total Percentage (%) Annual income payable to the City of Miami Gardens = 0 – 10 Points			

Proposer Name: Creative Outdoor Advertising of America Inc.

28

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

IN CONCLUSION

City of Miami Gardens is now in an excellent position to install a well-designed, transit amenities program. Experience of contractor and quality of product are paramount considerations! COA possesses this experience and offers this quality!

Over the years, COA has evolved as an organization. We have more experience in the management of outdoor sponsorship products and related management programs than any other firm today. This experience has shown us that, simply speaking, certain products are better than others. Each year, The City spends a large amount of money on aesthetic and environmental considerations. It does so because the considerations are foremost. COA understands this and continually works to improve upon our already superior amenities program.

COA… over 30 Years of Excellence

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Appendix A

MUNICIPAL REFERENCES

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

A Sample of Our Municipal Partners...

Edmonton,	AB	Parker	FL
Leduc,	AB	S.Walton County,	FL
Lethbridge,	AB	Springfield,	FL
Greenville,	AL	Wakulla County,	FL
Hartford,	AL	Walton County,	FL
Little Rock,	AR	Hernando County	FL
Fort Smith,	AR	PalmBeach County	FL
Hot Springs,	AR	Riviera Beach,	FL
Kamloops,	BC	Baldwin,	FL
Campbell River,	BC	Boise,	ID
Colwood,	BC	Clinton,	IA
Conquitlam,	BC	Evanston,	IL
Prince George	BC	Bogal,	LA
Mission,	BC	Revere,	MA
Jefferson County,	CO	Annapolis	MD
Lakewood,	CO	Kansas City,	MO
Arvada City,	CO	Columbia,	MS
Denver,	CO	Hattiesburg,	MS
Pueblo,	CT	Meridian,	MS
Bridgeport,	CT	Bergenfield,	MS
Baldwin	FL	Bloomfield,	NJ
Callaway	FL	Bogota,	NJ
Live Oak,	FL	Clearlake,	NJ
Norwalk,	CT	Dumont,	NJ
North Lauderdale,	FL	Edison,	NJ

And Many More...

Fairlawn,	NJ	Newmarket,	ON
Hackensack,	NJ	Niagra Region,	ON
Montclair,	NJ	New Castle,	ON
Palisades Park,	NJ	Orangeville,	ON
Perth Emboy	NJ	Orillia,	ON
Rochelle,	NJ	Ottawa Carleton,	ON
Springfield,	NJ	Owen Sound,	ON
Teaneck	NJ	Pickering,	ON
Las Vegas	NV	Port Perry,	ON
Halifax,	NS	Richmond Hill,	ON
Aurora,	ON	Sarnia,	ON
Barrie,	ON	St. Catharines,	ON
Bowmanville,	ON	Vaughan,	ON
Brampton,	ON	Welland,	ON
Brantford,	ON	Whitby,	ON
Burlington,	ON	Windsor,	ON
Cambridge,	ON	York,	PA
Cobourg,	ON	Gatineau,	QC
Cornwall,	ON	Columbia,	SC
Guelph,	ON	North Charleston,	SC
Hamilton,	ON	Moose Jaw,	SK
Kingston,	ON	Sasktoon,	SK
Kitchener,	ON	Spokane,	WA
London,	ON	Green Bay,	WI
Newcastle,	ON		

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Hamilton

Corporate Assets & Strategic Planning, Public Works
Physical Address: 77 James Street North, Suite 400
Phone: 905.546.2424 ext. 2199 Fax: 905.546.3972
Email: Lugene.Donelson@hamilton.ca

7 January 2016

Mr. Marc Oosterholt
Municipal Affairs Manager
COA of America
4283 Express Lane
Suite 553-533
Sarasota, Florida 34238

To Mr. Marc Oosterholt:

The City of Hamilton has recently entered into a ten year agreement with Creative Outdoor Advertising to install and maintain integrated bench and waste units throughout the City. In previous agreements with COA, the City has been satisfied with the level of service provided by COA and look forward to continuing mutually beneficial relationship.

The long standing relationship with COA has proven beneficial to the City as a means to generate revenue, reduce waste collection costs and eliminate capital asset expenditures. COA has delivered a quality service with professionalism and dedication to ensure both the City and it's residents are provided services they require. The advertising component has allowed small business owners to generate a great level of visibility at an affordable price, an important requirement of Hamilton City Council in consenting to this agreement.

I would recommend Creative Outdoor Advertising for their continued benefit to the City of Hamilton. If you have any questions, please do not hesitate to contact me.

Sincerely,

Lugene Donelson
Business Initiatives Coordinator, Policy & Programs
Corporate Assets & Strategic Planning, Public Works
905-546-2424 ext. 2199, Lugene.Donelson@hamilton.ca
City of Hamilton, 400-77 James St. N. Hamilton, ON, L8R 2K3

Board of County Commissioners

Faye Griffin
District No. 1
Casey Tighe
District No. 2
Donald Rosier
District No. 3

April 24, 2014

To whom it may concern:

Creative Outdoor Advertising was recently awarded the Bus Shelter contract to install and maintain bus benches throughout Jefferson County for a five (5) year term with an option to renew for an additional five (5) year period.

We are very pleased with the look and sturdy design of the new benches Creative Outdoor Advertising has installed and we believe their maintenance approach will be a valuable benefit to our citizens. Many bench locations required new concrete pads and roadway connections prior to the bench installation to meet ADA accessibility and safety requirements. These improvements were completed in a timely manner with excellent quality. My dealings with Karl Rumeo and Amanda Wong have been professional and I find them to be very responsive to my requests.

I would recommend Creative Outdoor Advertising as a provider of bus benches for both their product and service and if you have any questions please don't hesitate to contact me.

Sincerely,

Robert Taylor
Right of Way Agent

Transportation and Engineering Division
100 Jefferson County Parkway, Suite 3500, Golden, CO 80419-3500
(303) 271-8495 FAX (303) 271-8490
http://jeffco.us

ST. CATHARINES TRANSIT COMMISSION
2012 First Street Louth, R.R. #3, St. Catharines, Ontario L2S 3V9
Phone 905-685-4228 Fax 905-685-4050

December 21, 2015

COA of America
4283 Express Lane
Suite 553-533
Sarasota, Florida 34238

To whom it may concern;

COA has been providing transit benches for the St. Catharines Transit Commission for over twelve years. In that time, COA has proven itself to be a responsible and dependable contractor. They have provided an excellent program that is generating revenue to Transit and providing a valuable service to our ridership. COA has demonstrated professionalism in the installation and maintenance of their benches.

I have no hesitation in recommending COA to any interested community.

Sincerely,

Dave Sherlock
General Manager

REFERENCES

REFERENCE

HERNANDO COUNTY
JANNINA STAMPFLI
352 754-4057 EXT. 28031

HERNANDO COUNTY TRANSIT
TRANSIT COORDINATOR
JSTAMPFLI@HERNANDOCOUNTY.US

REFERENCE

PALM BEACH COUNTY
BRUCE GUYTON
561 841-4274

PALM TRAN
TRANSIT PLANNER
BGUYTON@PBCGOV.ORG

REFERENCE

JEFFERSON COUNTY
PATRICIA KRMPOTICH
303 271-8480

TRANSPORTATION & ENGINEERING
ADMINISTRATIVE ASSISTANT
PKRMPOTI@CO.JEFFERSON.CO.US

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Appendix B

FINANCIAL REPORTING

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

THE BENCH PRESS LTD.
COMBINED BALANCE SHEET
AS AT DECEMBER 31, 2015

	2015	2014
ASSETS		
Current		
Cash and marketable securities, at cost	$400,972	$250,692
Accounts receivable	1,069,302	909,855
Prepaid expenses and other current assets	1,004,206	870,910
Inventory	49,102	39,595
	2,523,582	2,071,052
Long term		
Capital	10,514,977	9,341,530
Deferred development costs	1,054,977	849,221
	11,569,954	10,190,751
	$14,093,536	$12,261,803
LIABILITIES		
Current	$2,607,698	$2,334,034
Long term		
Long term debt	4,652,542	4,405,454
Deferred income	1,813,415	1,520,223
	9,073,655	8,259,711
SHAREHOLDERS' EQUITY	5,019,881	4,002,092
	$14,093,536	$12,261,803

Note, these statements are for the combined US and Canadian operations of The Bench Press Ltd., which unconditionally guarantees the performance of its related companies with respect to their ability to fulfill their contracted obligations.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

THE BENCH PRESS LTD.
COMBINED STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2015

	2015	2014
Sales		
Bench rentals	$9,855,032	$8,547,622
Other	256,463	169,148
	10,114,495	8,716,770
Direct costs	4,779,130	4,282,966
Gross margin	5,335,365	4,433,804
Operating expenses	2,404,946	2,004,938
Interest on long term debt	247,207	247,595
Other expenses	1,588,202	1,866,550
	4,240,355	4,119,083
Income (loss) before provision for taxes	1,095,010	314,721
Provision for income taxes	42,821	88,460
Net income(loss) for the year	**$1,052,189**	**$226,261**

Note, these statements are for the combined US and Canadian operations of The Bench Press Ltd., which unconditionally guarantees the performance of its related companies with respect to their ability to fulfill their contracted obligations.

Note the company is in rapid growth mode, so included in "other expenses" is the non-cash amortization expense of $1,562,860 in 2014 and $1,249,209 in 2015.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Appendix C

SAMPLE SITE AUDIT REPORT

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

SITE AUDIT

Creative Outdoor Advertising

Infrastructure Proposal

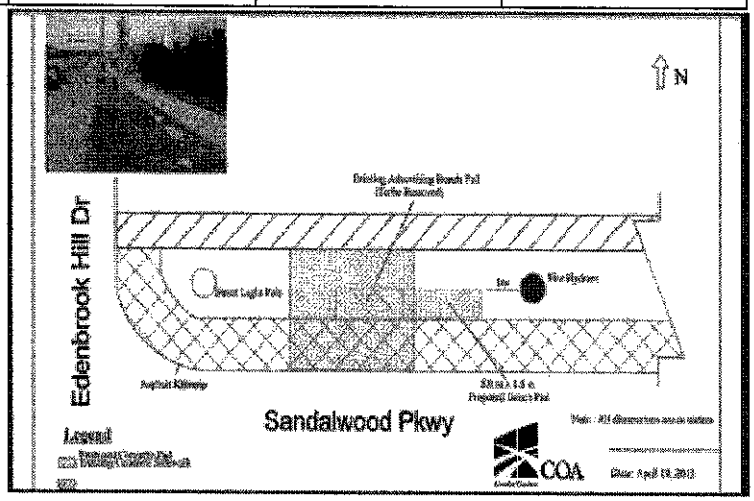
COA Stop#:	26000095	City Stop #:	6595
On-Street:	Sandalwood	At-Street:	Edenbrook
Facing Dir:	N E	Municipality:	Brampton, ON

CR	SR	PR	LR

Longitude
-79.81988666
Latitude
43.69946

Waiting Pad	
Concrete	
Asphalt	
Sod	x

Other



Surface End Treatment	Check	Materials for Proposed Infrastructure
Curb & Gutter (< 4-ft) Urban	x	3200 MPA Concourse / 2% slope towards the road

Other Issues	Y	N
Within right of way	x	
≥ 2% slope		X
≥ 3-ft circulation	x	
≥ 300-ft from RR X-ing	x	
≥ 15-ft from fire hydrant	X	
≥ 20-ft from sewer open	X	
ADA accessible route	X	
Before bus stop	x	
Behind sidewalk		x
Buffer behind bus stop	x	
Minimum sight distance	x	
Easement required		X

Proposed Amenity	
ConcourseGM2FLSBU - Grey Marble	
Proposed By	
Mr. Karl Rumeo	
Approved:	
Returned w/o Action:	
Rejected:	
Date:	01/04/2013

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Appendix D

PRODUCT INFORMATION

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

THE LEXINGTON CONTEMPORARY ATTRACTIVE ALL WEATHER

Outstanding aesthetics and superior engineering have come together in the "Lexington". Corrosive free and maintenance free, the Lexington is constructed with Thermo-Plastic PVC coating over treated high strength heavy steel and aluminum. The Lexington is the strongest, most durable Thermo Plastic coated bench on the market today.

The Lexington's rugged all weather construction and finish is ideal for regions with extreme weather conditions. It will not overheat on even the hottest days and has been tested to endure winter road salt, snow and ice.

The Lexington will complement any streetscape and is an eye catching, worry free bench solution.

Creative Outdoor Advertising

T: 1.800.661.6088
F: 1.866.426.2237
WWW.CREATIVEOUTDOOR.COM

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

THE LEXINGTON

DESCRIPTION

Functional design and innovative construction include:

- Smooth rounded edges and no exposed hardware to protect public.
- Arm rests assist seniors and discourage vagrancy.
- Use of treated heavy steel prevents sagging
- Sign panel proportional to bench design.
- Galvanized frame coated with baked on polyester black powder coat finish
- COA "Second Surface" sign technology
- DOT compliant.

Thermo Plastic PVC Coating:

- Ultraviolet stabilized, fused and baked to a 90% gloss finish looks great and prevents fading.
- All weather excellence, will not overheat
- Graffiti resistant, easy to clean
- Seats have eggshell finish for added heat dispersion

SPECIFICATIONS:

• Model	Lexington
• Material	Treated heavy steel and aluminum
• Colors	Various (Gloss)
• Finish	Ultraviolet stabilized Thermo Plastic PVC Coating and Baked on polyester black powder coat
• Dimensions:	Unit width 72" 5/8
	Unit height 43" 5/8
	Seat from ground height 16"
	Unit depth 28¼"
	Seat depth 20½"
• Signs	"Second Surface" sign mounted on (71" x 20.5") Lexan panel
• Installation	Anchored with lag bolts and assigned a GPS verified barcode

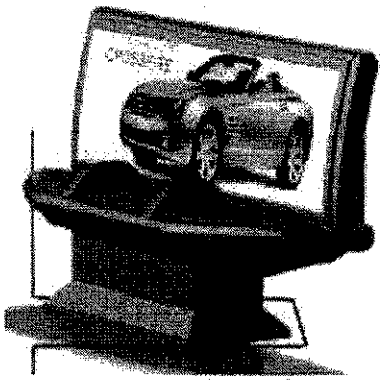
Creative Outdoor Advertising

T: 1.800.661.6088
F: 1.866.426.2237
WWW.CREATIVEOUTDOOR.COM

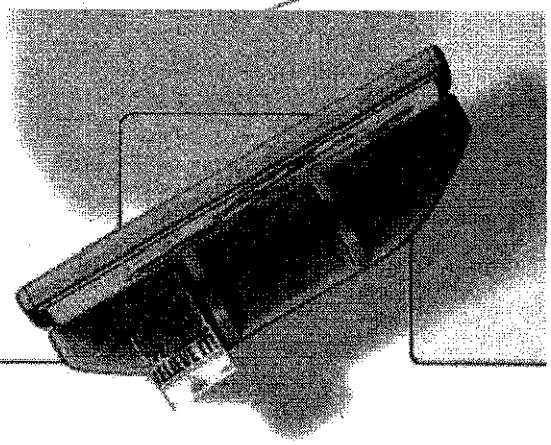
4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

CREATIVE OUTDOOR ADVERTISING PRODUCT OVERVIEW

THE BOULEVARD ATTRACTIVE, FUNCTIONAL, MODERN.



The "Boulevard" will transform and enhance the quality of your environment while providing a comfortable, attractive and functional seating amenity. We use only materials that withstand the demands of heavy usage and extreme climates. We provide unique, vandal and graffiti resistant second surface signage. The "Boulevard"... an ideal solution to your outdoor furniture needs.



Creative Outdoor Advertising

T: 1.800.661.6088
F: 1.866.426.2237
WWW.CREATIVEOUTDOOR.COM

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

CREATIVE OUTDOOR ADVERTISING PRODUCT OVERVIEW

THE BOULEVARD

DESCRIPTION

The unit has molded in slats that deter vandalism and at the same time provide a non-slip surface for users. The "Boulevard" will fit into virtually any space and is attractive from all angles. There is no exposed hardware. The crowned seats allow for water and snow to slide off to prevent any residue build-up.

The unit features center armrests and angled outer seats that give the unit a sleek profile and an attractive, unique look.

Over 20 years of COA's knowledge and experience in the street furniture industry have gone into the design of this bench, making it one of the most innovative stand-alone benches ever designed.

SPECIFICATIONS

MODEL	Boulevard
MATERIAL	Polyethylene
COLORS	Various
FINISH	Matte
DIMENSIONS	6' (L) x 2'2" (D) x 43" (H), Weight 112 lbs approx.
INSTALLATION	Bolted to concrete surface or recycled plastic pad
BOARD MESSAGING	Area per single face: 71"x20.5"

Creative Outdoor Advertising

T: 1.800.661.6088
F: 1.866.426.2237
WWW.CREATIVEOUTDOOR.COM

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Appendix E

INSURANCE INFORMATION

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

INSURANCE REQUIREMENTS

COA carries commercial general liability in the amount of $2,000,000 per each occurrence. For the City of Miami Gardens, we will also carry an umbrella liability for the remaining $3,000,000 so that it covers the necessary $5,000,000 per occurrence. This policy has a $10,000 deductible per occurrence and includes the following terms:

Cross Liability Clause

Severability of Interest Clause and

Contractual Liability Clause

BFL CANADA Risk and Insurance Services Inc.
[illegible]
Tel: [illegible]
Fax: [illegible]

BFL CANADA

Certificate of Insurance Revised N° 2011 [illegible]

This is to certify to: **City of Cedar Rapids**
Purchasing Service Department
3851 River Ridge Dr. N.E.
Cedar Rapids IA 52402

that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

Name of Insured: **CREATIVE OUTDOOR ADVERTISING OF AMERICA INC. / THE BENCH PRESS LTD.**

Address: **c/o 1930 Commerce Lane, Suite 1, Jupiter, FL 33458**

Description of operations and/or activities and/or locations to which this certificate applies:

Advertising Program for Bus Shelters

Type	Insurer	Policy N°	Policy Term (mm/dd/yyyy)	Limits - Amounts of Insurance
Commercial General Liability	As effected with Certain Lloyds Underwriters under Contract No. 09CPBA314B	09JL0031	08/17/2011 to 08/17/2012	$2,000,000 Commercial General Liability including Bodily Injury & Property Damage $2,000,000 Non-Owned Automobile $2,000,000 Aggregate Limit – Products & Completed Operations Deductible: $10,000 Each Occurrence
Commercial Automobile Liability	Intact Insurance Company	7M0538503	12/11/2010 to 12/11/2011	$ 5,000,000 Third Party Liability Deductibles: $ 500 Collision/$ 300 Comprehensive – Snowmobiles $ 2,500 All Perils – Trailers and Light Commercial $ 2,000 All Perils – Private Passenger vehicles
Umbrella Liability	GCAN Insurance	9133824	08/17/2011 to 08/17/2012	$3,000,000 Umbrella Liability in excess of underlying primary General Liability
Excess Liability	Certain Lloyds underwriters under contract 10CPBA314B	10UL0031	08/17/2011 to 08/17/2012	$ 10,000,000 Follow form excess of underlying $ 5,000,000 Umbrella Liability (GCAN Policy 9133824)

Additional Information: It is hereby understood and agreed that City of Cedar Rapids and its officers and employees are added as Additional Insured to the General Liability policy, but only with respect to the liability arising out of the operations of the Named Insureds work and/or services performed by for the city of Cedar Rapids, Iowa.

This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the insurer.

Should one of the above-noted policies be cancelled before the expiry date shown, the insurer(s) will endeavour to provide a 30 days written notice to the certificate holder but assumes no responsibility for failure to do so.

This certificate is subject to all the limitations, exclusions and conditions of the above-listed policy(ies) as they now exist or may hereafter be endorsed.

The above noted coverage is primary

Please note that the limits shown above may have been eroded by Claims or Expenses paid under this policy.

BFL CANADA Risk and Insurance Services Inc.

Signed in Toronto on August 24, 2011
Revised November 17th, 2011

per: [illegible]
Authorized Representative

Correspondents in the USA and Worldwide - Advertising Insurance Brokers

WWW.BFLCANADA.ca

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Appendix F

COA, Core Principals

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Creative Outdoor Advertising

COA Operations Principles

1. Complete Your Task Properly the First Time

a. All units should be safe, clean and left in good condition with no graffiti or structural damage.
b. All signs should be printed, shipped, installed with accuracy and on schedule.

2. Provide Complete and Accurate Information to Everyone

a. All staff should always:
- Report work order complete accurately and on time.
- Provide feedback to other departments regarding changes and/or concerns.
- Do as you say, say as you do

3. Demonstrate A Positive and Professional Attitude

a. All staff should be dressed in proper attire at all times.
b. All vehicles and work areas should remain clean and orderly.
c. As COA representatives, it is imperative you remain courteous and respectful at all times.

4. Fulfill Your Responsibilities in a Timely and Accurate Fashion

a. Organize and prioritize your work.
b. Plan your work, work your plan.

5. Your Success is the Company's Success

a. Know how to do your job and know your job scope. Ensure that you have the skills necessary to fulfill your role and if you do not, follow up and obtain them.
b. You are responsible for ALL aspects of your job. Do not pass the responsibility to others.
c. If you do your job well, COA can do its job well.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Creative Outdoor Advertising

Core Principles of the Sales Department

1. Complete Your Task Properly the First Time

a. Sell for the renewal by knowing your inventory and the benefits to the client before you call/cold call your potential clients.

b. Under promise and over deliver.

2. Provide Complete and Accurate Information to Everyone

a. To the client re: location, rates, availability, delays, snow etc.

b. To the ops department re: entering work orders. Confirm issues before asking ops to correct a problem.

c. To the admin department re: entering work orders, feedback from clients, credit card and auto debit information, using the communications file tab, completing contracts accurately

3. Demonstrate a Positive and Professional Attitude

a. Take pride in your work through your dress code, voicemail messages, email, and tone of voice.

b. Be polite in every situation.

4. Fulfill your Responsibilities in a Timely and Accurate Fashion

a. Ensure accurate contracts are sent to clients and admin by deadlines.

b. Ensure that COA fulfills its responsibility to create, print, install and maintain clients' signs.

c. Ensure that COA responds to administrative and other needs of clients.

d. You work for your Client

5. Your Success is the Company's Success

a. Understand that your role is critical to the overall success of the company.

b. You are COA

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

Creative Outdoor Advertising

Core Principles of the Administration Department

1. **Complete Your Task Properly the First Time**
   a. Understand that every client interaction presents you with an opportunity to create a loyal long-term customer; do your part to build that loyalty.
   b. Check the client's statement and payments to make sure they owe money before you call to follow up.
   c. Point the client's statement for write-off purposes when you are processing their credit, delay billing or other administrative request.
   d. Slow down for each transaction that you process and use our checklists to make sure that steps are not missed, knowing that one missed step will create problems and extra work for everyone.
2. **Provide Complete and Accurate Information to Everyone**
   a. Make sure that each email you send is clear and accurate. Look at the communications, administrative work order and operations work order sections of the client file, before sending any email or responding to an administrative work order.
   b. Document each action that is taken in the client file (unless it is clear from the work order or invoice) so that anyone reviewing the file will have a clear and up-to-date understanding of the client's circumstance.
3. **Demonstrate A Positive and Professional Attitude**
   a. Be professional in everything that you do, from the way you dress, to your behavior and tone of voice, to your email signature, to the spelling and grammar used in your correspondence, and to your interaction with clients, co-workers and the general public.
   b. Ensure that anyone meeting you or speaking to you would come away from the encounter impressed with your professionalism and that of COA.
4. **Fulfill Your Responsibilities in a Timely and Accurate Fashion**
   a. Make sure that every client who calls with a financial problem speaks to someone in the Administration Department before they hang up.
   b. Make sure that every client who calls with a financial problem has their problem resolved before they hang up. If this is not possible, it should be resolved by the end of the business day. The resolution should then be executed in an accurate and timely manner.
   c. Aim for a 1 week turnaround time for the processing of all administrative requests, work orders, new contracts and renewal contracts.
5. **Your Success Is the Company's Success**
   a. Know how to do your job and what your responsibilities are. Ensure that you have the skills necessary to fulfill the role and if you do not, follow up and obtain them.
   b. Accept responsibility for ALL aspects of your job. Do not pass the responsibility or the blame onto others.
   c. Provide continuous feedback on how to improve the systems and processes that you use in your daily activities.
   d. Know that if you do your job well, COA will do its job well.

4281 Express Lane, Suite N4678, Sarasota, FL 34239
Phone: 800 661 6088 Fax: 866-426-2237
Web: www.CreativeOutdoor.com

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain Consultant for a period of up to 120 days in order to allow the City of Miami Gardens adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Consultant as its act and deed and that the Consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, Consultant or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Miami Gardens or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, sub-Contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Creative Outdoor Advertising of America Inc.
Name of Business

BY:
Amanda Vargas
Signature

Sworn to and subscribed before me
This 28th **day of**
September **,**2018

JEAN M. VELEZ
Notary Public - State of Florida
My Comm. Expires Dec 3, 2018
Commission # FF 146316
Bonded Through National Notary Assn.

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

Amanda Wong, Director of Municipal Administration
Name & Title, Typed or Printed

4281 Express Lane, Suite N467B
Mailing Address

Sarasota, FL 34249
City, State, Zip Code

(800) 661-6088 municipal@CreativeOutdoor.com
Telephone Number Email Address

Jean
Notary Public

JEAN M. VELEZ
Notary Public - State of Florida
My Comm. Expires Dec 3, 2018
Commission # FF 148316
Bonded Through National Notary Assn.

State of FLORIDA

( )
Facsimile Number

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

AFFIDAVIT FOR CORPORATION

A. State of Florida

County of Sarasota

Amanda Wong, is Director of Municipal Administration (title) of the Clear Outdoor Advertising of America Inc (corporation described herein) being duly sworn, deposes and says that he is familiar with the books or the said corporation showing its financial position; that the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of Miami Gardens considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of an existing work or contracts being performed by the Contractor for the City of Miami Gardens.

(Officer must also sign here)

Sworn to me before this Sept. 28 day of 2018, by Amanda Wong (name of affiant). He/she is personally known to me ~~or has produced (type of identification) as identification.~~

Jean M. Vélez
(Notary)

JEAN M. VELEZ
Notary Public - State of Florida
My Comm. Expires Dec 3, 2018
Commission # FF 148316
Bonded Through National Notary Assn.

SEAL

Receipt of Addendum(*please initial*) #1 _____ #2 ___ #3 ___ #4 ___ #5 ___

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

QUESTIONNAIRE

Proposer's Name: Creative Outdoor Advertising of America Inc.

Principal Office Address: 4281 Express Lane, Suite N4678
Sarasota, FL 34249

Official Representative: Amanda Wong

Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:

When Incorporated: November 22, 2000

In what State: Florida

If Foreign Corporation:

Date of Registration with
Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: David Gray

Vice President's Name: _____

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

Treasurer's Name: Elizabeth Gayford

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name	Address
1.	
2.	
3.	

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: 30

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

   Yes ( ) No (√)

   If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? NO

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? NO

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form ____ (have) ___✓___ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest: None

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five years:

C. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state). None

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated October 29, 2016

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

[redacted]

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____
E-Mail Address: _____

Social Security Number (OR) Taxpayer Identification Number (TIN):

[redacted]

By: Amanda Wong / Amanda Wong
(Signature) (Print name)

Address: 4281 Express Lane, Suite N4678
Sarasota, FL 34249

Telephone: (800) 661-6088 Fax: (866) 476-2237
E-Mail Address: MunicipalCreativeOutdoor.com
Taxpayer Identification Number (TIN/EIN): 522284776

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

State Under Which Corporation Was Chartered:
Florida

Corporate President: David Gray
(Print Name)

Corporate Secretary: Monique Lovett
(Print Name)

Corporate Treasurer: Elizabeth Gayford
(Print Name)

CORPORATE SEAL

Attest By: [signature]
Secretary

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

City of Miami Gardens
Procurement Department

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if Minority Business Enterprises that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services. **This form must be submitted with the bid or proposal**

Contractor Name: Creative Outdoor Advertising of America Inc.

Address: 4281 Express Lane, Suite N467B Sarasota, FL 34249

Federal ID: 522284776

Phone: 1-800-661-6088

Email: Municipal@CreativeOutdoor.com

Is the principal owner(s) of the company any of the following?

_____ African American _____ Hispanic _____ Asian ____ Native American

Are Sub-Contracting opportunities available with this contract? _____ Yes ✓ No
If yes, insert the sub contractor's information in the chart below.

City of Miami Gardens

Procurement Department
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

Company Name, Address, Phone & Email	Type of Ownership BM – African Am HM – Hispanic AM – Asian NM – Native Am.	Trade or Services to be performed

Is your company currently certified as a Minority Business Enterprise? _____ Yes
✓ No

If yes, which entity issued the certification? _____

It is hereby certified that the following information is true and accurate account of contacts and responses for sub-contracting opportunities on this contract

Signed Amanda Wong
Name/Title Amanda Wong, Director of Municipal Administration
Date September 29, 2016

Exhibit 2

CITY OF MIAMI GARDENS
OFFICE OF PROCUREMENT MANAGEMENT

Solicitation Number: Request For Proposal No. 16-17-002

Solicitation Title: Bus Benches/Shelters Advertising with Maintenance Program

Proposing FIRM (Name exactly as provided in proposal):
Creative Outdoor Advertising of America, Inc.

Date of Verification: September 29, 2016

Reference Organization: City of Peterborough

Project Verified (Include Brief Description of the Project):
COA provides multiple trash/recycling bins throughout the City of Peterborough.
COA collects material from these bins in a timely basis.
COA looks after all the advertising on these bins.

Person Contacted: Janelle Carey

Title of Contact: Waste Diversion Coordinator

Telephone: 705-742-7777 extension 1891

Questions	**Yes**	**No**
1. Were you satisfied with the firms overall performance?	✓	
2. Was the project completed on time?	✓	
3. Were required revenue payments submitted timely?	✓	
4. Would you engage this firm again?	✓	

Additional comments provided by Owner's contact:
If there has ever been a problem ~ example ~ our Wellness Centre has a huge party and the bins were overflowing - I called COA and they came in a couple of hours and cleaned everything up. Problems rarely happen - good company.

Janelle Carey
Signature

September 29, 2016
Date

Procurement Reference Verification
Form July. 2015

Exhibit 2

CITY OF MIAMI GARDENS
OFFICE OF PROCUREMENT MANAGEMENT

Solicitation Number: Request For Proposal No. 16-17-002

Solicitation Title: Bus Benches/Shelters Advertising with Maintenance Program

Proposing FIRM (Name exactly as provided in proposal):
Creative Outdoor Advertising of America, Inc.

Date of Verification: September 29, 2016

Reference Organization: Jefferson County

Project Verified (Include Brief Description of the Project):
COA installed new bus bench units, removed the outdated units, and complete routine maintenance on the units. They sell advertisements on the benches and send a monthly check to Jefferson County, per our agreement.

Person Contacted: Patricia Krmpotich

Title of Contact: Administrative Assistant

Telephone: 303-271-8480

Questions	**Yes**	**No**
1. Were you satisfied with the firms overall performance?	✔	
2. Was the project completed on time?	✔	
3. Were required revenue payments submitted timely?	✔	
4. Would you engage this firm again?	✔	

Additional comments provided by Owner's contact:
COA is extremely easy to work with and very responsive. The benches are really great in quality and they look fantastic. If you have any issue with a bench being damaged or vandalize, COA fixes it immediately after being notified.

Signature

10-03-2016
Date

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9, 2016**		**Item Type:**	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact:	**Yes**	**No**	**Ordinance Reading:**		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:**		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source:					**Yes**		**No**	
							X	
Contract/P.O. Required:	**Yes**	**No**	**RFP/RFQ/Bid #:**					
	X							
Strategic Plan Related:	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** X **Communication** ☐					
Sponsor Name:	**Cameron D. Benson, City Manager**		**Department:**		**City Manager**			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, AUTHORIZING THE CITY TO PARTNER WITH THE FRIENDS OF MIAMI GARDENS FOR THE LOCAL INITIATIVES SUPPORT CORPORATION (LISC)/ESPN HOME COURT PILOT GRANT PROGRAM TO RENOVATE THE BASKETBALL COURT/GYMNASIUM AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:

On October 6, 2016, the Friends of Miami Gardens was granted an award in the amount $25,000 from the Local Initiatives Support Corporation (LISC)/ESPN Home Court Pilot Grant program ("Grant") to renovate the basketball court/gymnasium at the Betty T. Ferguson Recreation

18605 NW 27th Avenue
Miami Gardens, Florida 33056

Complex. It is anticipated that the Grant will be facilitated in partnership with the City of Miami Gardens.

Current Situation:

The LISC/ESPN Home Court Pilot Grant Agreement for the renovation of the basketball court/gymnasium at the Betty T. Ferguson Recreation Complex stipulates the grant term begins on November 1, 2016 and ends on June 30, 2017. The renovation of the basketball court/gymnasium at the Betty T. Ferguson Recreation Complex will utilize the grant from Local Initiatives Support Corporation (LISC) and General Obligation Bond proceeds.

The renovation of the basketball court/gymnasium at the Betty T. Ferguson Recreation Complex is a companion item to the resolution issuing a purchase order to Robbins, Inc. for the improvements to the gymnasium at the Betty T. Ferguson Recreational Complex.

Proposed Action:

It is recommended that the City Council approve the Resolution.

Attachments

Attachments:

A- LISC/ESPN Home Court Pilot Grant Agreement

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY TO PARTNER WITH THE FRIENDS OF MIAMI GARDENS FOR THE LOCAL INITIATIVES SUPPORT CORPORATION (LISC)/ESPN HOME COURT PILOT GRANT PROGRAM TO RENOVATE THE BASKETBALL COURT/GYMNASIUM AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX; PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 6, 2016, the Friends of Miami Gardens was granted an award in the amount of Twenty Five Thousand Dollars ($25,000.00) from the Local Initiatives Support Corporation (LISC)/ESPN Home Court Pilot Grant program ("Grant") to renovate the basketball court/gymnasium at the Betty T. Ferguson Recreation Complex, and

WHEREAS, it is anticipated that the Grant will be facilitated in partnership with the City of Miami Gardens, and

WHEREAS, the LISC/ESPN Home Court Pilot Grant Agreement for the renovation of the basketball court/gymnasium at the Betty T. Ferguson Recreation Complex stipulates the Grant term begins on November 1, 2016 and ends on June 30, 2017, and

WHEREAS, the renovation of the basketball court/gymnasium at the Betty T. Ferguson Recreation Complex will utilize the Grant General Obligation Bond proceeds, and

WHEREAS, it is recommended that the City Council approve the Resolution,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City to partner with the Friends of Miami Gardens for the Local Initiatives Support Corporation (LISC)/ESPN Home Court Pilot Grant Program to renovate the basketball court/gymnasium at the Betty T. Ferguson Recreational Complex.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____

OLIVER GILBERT, III, MAYOR

ATTEST:

_____

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____

Seconded by: _____

VOTE: _____

Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

Vice Mayor Erhabor Ighodaro	(Yes)	(No)
Councilwoman Lillie Q. Odom	(Yes)	(No)
Councilwoman Felicia Robinson	(Yes)	(No)
Councilwoman Lisa C. Davis	(Yes)	(No)
Councilman Rodney Harris	(Yes)	(No)
Councilman David Williams Jr.	(Yes)	(No)

October 6, 2016

Sherwood Dubose, Executive Director
Friends of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
sgdubose@voacorp.com

Dear Mr. Dubose:

Congratulations. The Local Initiatives Support Corporation ("LISC") has approved a grant in the amount set forth in the table below (the "Grant") to Friends of Miami Gardens (the "Grantee"), which is being provided by funding from The Walt Disney Company. The terms and conditions of the Grant agreement (the "Agreement") are as follows:

Program Action Number: 47344-0001

Grant Funding and Budget

Uses:	
Replacement of low quality flooring, installation of new doors and bleachers, a scoreboard, and padded wall coverings.	$25,000
Total:	**$25,000**

Any change in the budget of 10% of the total budget or more shall be subject to LISC's prior written approval. LISC reserves the right to approve any professionals or consultants hired with the funds provided under this Grant.

Term of the Grant
The Grant term begins on November 1, 2016 and ends on **June 30, 2017** (the "Expiration Date").

Purpose of the Grant:
The Grant is being provided to the Grantee partnership with the city of Miami Gardens to renovate the basketball gymnasium at Betty T. Ferguson Recreational Complex. The project includes replacement of low quality flooring, installation of new doors and bleachers, a scoreboard, and padded wall coverings.

The LISC funding is made available through The Walt Disney Company in support of the LISC/ESPN Pilot Home Court Program, and the Project is being undertaken in furtherance of the Grantee's charitable purposes.

Disbursement Conditions

1. A completed Grant Agreement signed by the Grantee returned to LISC's Grants and Contract Management department;
2. Receipt and approval by LISC's Program Officer of a written request by the Grantee for **each** disbursement, which shall contain (i) the amount of the disbursement requested, (ii) the requested date of disbursement, (iii) a breakdown of the costs to be paid with the disbursement, and (iv) if requested by the LISC Program Officer, invoices or bills supporting the costs to be paid with the disbursement and a revised Project schedule;

Reports to National LISC Office

The Grantee shall furnish to LISC at its New York City headquarters address *(attn: Beverly Smith, Senior Program Director for LISC Sports & Recreation)* the following reports, signed by an appropriate officer of the Grantee having knowledge and authority:

Interim Report(s): On the six month anniversary date of the date of this Agreement, a report describing (1) the costs paid with Grant proceeds disbursed to the Grantee in the previous six months, (2) the progress made by the Grantee in completing the Project, and (3) any problems the Project may have experienced in the previous six months. In addition to indicating the status of the Project, such report shall include the LISC portion of the Grant dedicated to, and the total funding expenditures for, these improvements. Moreover, such report must include updates on football programming for the field (including the number of youth and volunteer adults). If the capital improvements are not completed by the six-month anniversary date of the date of this Agreement, then the Grantee must submit Project status reports every six months until all the funds are expended and the Project is completed.

Final Report: Within 30 days after the Expiration Date (including as the same may have been extended), a **final narrative report**, signed by an officer of the Grantee having knowledge and authority, describing (1) the costs paid with Grant proceeds disbursed to the Grantee during the term of the Grant, and (2) the final progress made by the Grantee in completing the Project. In addition to indicating the status of the Project, such report shall include the LISC portion of the Grant dedicated to, and the total funding expenditures for, these improvements. Moreover, such report must include information on football programming for the field (including the number of youth and volunteer adults

Other Grant Conditions and Requirements

The Grant Terms and Conditions set forth in **Attachment** A, which is attached hereto and incorporated into this Grant Agreement.

Next Steps: Please follow ALL of the steps outlined below. LISC will not disburse Grant funds unless and until this information is completed fully:

1. Please carefully review the terms and conditions (outlined in this Grant Agreement) detailing requirements for the use of this Grant.
2. An authorized officer of the Grantee must sign the Grant Agreement and email it to grants_contracts@lisc.org copying Mike Soszynski, Assistant Program Officer of LISC's Sports and Recreation Programs at Msoszynski@lisc.org, Beverly Smith, Senior Program Director of LISC's Sports and Recreation Program at bsmith@lisc.org and Kwame Flaherty, Program Officer at kflaherty@lisc.org. Please consult these Program Officers with questions about this Grant, to request disbursement of funds, and to report on progress.
3. LISC will then sign/fully execute the Grant and email it to the authorized contact person at your organization.

TERMS OF GRANT ACCEPTED AND AGREED TO:

Friends of Miami Gardens

Signature: Sherwood G. DuBose

Name: SHERWOOD G. DuBOSE

Title: Chairman

Date: October 11, 2016

LISC OFFICER COUNTER-SIGNATURE:

Signature: _____

Michael Levine

Digitally signed by Michael Levine
DN: cn=Michael Levine, o=LISC, ou=Executive Vice President and General Counsel, email=mlevine@lisc.org, c=US
Date: 2016.10.13 15:48:03 -04'00'

Attachment A

GRANT TERMS AND CONDITIONS

1. Funds Not Disbursed By the Expiration Date. All requests for reimbursement of expended funds pursuant to the Grant Agreement (in furtherance of the Purpose(s) of the Grant) must be received by LISC no later than 60 days after the Grant end date. Any Grant funds not disbursed to the Grantee by the Expiration Date shall be automatically reprogrammed by LISC, and shall no longer be available for disbursement to the Grantee; provided, however, that if the Expiration Date is extended, then the funds shall remain available for disbursement until the new Expiration Date.

2. Funds Not Disbursed in a Timely Way. Any funds not drawn down in a timely fashion during the term of the Grant may be deobligated by LISC in its sole discretion after notice to the Grantee. Such deobligation shall be effective as to any Grant proceeds not expended by the Grantee prior to the date of receipt of such notice.

3. No Disbursement if Non-Compliance. LISC shall not make any disbursement of the Grant unless on the proposed date of disbursement the Grantee is in full compliance with all these Grant Terms and Conditions set forth in the Grant Agreement. In addition, LISC shall not make any disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.

4. No Disbursement if Default Exists, or Material Adverse Change Has Occurred. LISC shall not make any disbursement of the Grant if, at the time of the proposed disbursement, the Grantee, or any subsidiary of the Grantee, or any partnership affiliated with the Grantee, is in default under the terms of any LISC financing, whether for the Project or provided by LISC for any other project or purpose. In addition, LISC shall not make any disbursement of the Grant if there has been a material adverse change in the financial or other condition of the Grantee or the Project, including, but not limited to, any adverse change in the Grantee's key personnel working on the Project (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in key personnel).

5. Restrictions on Use of the Grant. Under Sections 501 and 4945 of the Internal Revenue Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes. By countersigning this Agreement and returning it to LISC, the Grantee agrees to (i) not use the Grant for purposes prohibited by the preceding two sentences, (ii) use the Grant in furtherance of the Grantee's charitable purposes (as set forth in its Articles of Incorporation and Application For Recognition of Exemption to the IRS), and (iii) promptly reimburse LISC any Grant amounts not used to further charitable purposes.

6. Compliance with Laws. In its use of Grant funds provided by LISC, and in its development, marketing, and operation of the Project, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental) laws, executive orders, rules, and regulations, including without limitation anti-discrimination laws, executive orders, rules, and regulations.

7. Tax-Exempt Status. The Grantee represents and warrants that its determination letter from the Internal Revenue Service ("IRS") which states that Grantee's tax-exempt status under Section 501(c)(3) of the IRS code is still in effect as of the date of execution and delivery of the executed Grant Agreement, has not been revoked or modified, and that Grantee has delivered a copy of said letter to LISC. If such determination is revoked or modified, Grantee shall so notify LISC as soon thereafter as possible.

8. Review of Operations. LISC may monitor and conduct an evaluation of activities funded by the Grant. Such evaluation may include a visit from LISC personnel to observe the activities funded by the Grant, to discuss said activities with the Grantee's personnel, and/or to review financial and other records and materials relating to the activities financed or facilitated by the Grant. In addition, upon LISC's providing of reasonable advance notice, the LISC Principal Contact shall be permitted to attend at least one Board meeting of the Grantee a year.

9. Publicity. The Grantee agrees that LISC may include information regarding the Grant and the Project in its periodic public reports. The Grantee shall also make best efforts to provide LISC with reasonable advance notice of any groundbreaking or ribbon-cutting events for the Project. LISC may refer to the Grant in press releases, and asks that until such a press release is issued, the Grantee not make any public announcement relating to the Grant without first consulting the LISC contact person. A copy of all issued press releases shall be promptly sent to such contact person. In addition, the Grantee agrees to acknowledge receipt of this grant from LISC in relevant and appropriate publications.

10. Indemnification. The Grantee agrees to defend, indemnify and hold harmless LISC, its affiliates, subsidiaries, directors, officers, employees, agents and representatives, and any other party acting on behalf of LISC from and against and with respect to any and all claims, demands, suits, causes of action, judgments, obligations, damages, settlements, liabilities, penalties, costs and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees or disbursements, arising out of, or relating to the Grantee's performance or breach of this Grant Agreement or negligent or wrongful act or omission (or alleged act or omission) in connection with this Grant Agreement. The Grantee agrees to provide LISC with prompt notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under this Grant Agreement may be made.

11. Independent Contractor. In performing the services and/or utilizing the Grant funds described herein, the Grantee shall be deemed to be an independent contractor and not an employee of LISC. Any and all employees of the Grantee or other persons (including any contractors or consultants engaged by the Grantee), while engaged in the performance of any

work or services required by LISC under this Grant Agreement, shall not be considered employees of LISC. The Grantee will be solely responsible for payment of all compensation owed to its own personnel and any contractors or consultants engaged by the Grantee, as well as of all employment-related and other similar taxes and liabilities incurred by the Grantee.

12. Termination. Either party shall have the right to terminate this Grant Agreement upon thirty (30) days' written notice to the other party in the event of a material breach of this Agreement by the latter, and the latter party's failure to cure the breach specified in that notice within the thirty (30)-day period.

Upon termination, the Grantee may be entitled to reimbursement for any expenses incurred in connection with the use of funds described in this Grant Agreement up to the time of such termination, provided such expenses are allowable under the requirements of this Grant Agreement and the Grantee provides LISC with the appropriate documentation as described herein.

13. Assignment or Delegation and Subcontracting. The Grant Agreement and the rights and duties under the Grant Agreement must not be assigned, delegated or subcontracted by the Grantee without the prior written consent of LISC, and any purported assignment, delegation or subcontracting of the Grant Agreement without said consent of LISC shall be void. In addition, LISC reserves the right to approve any professionals or consultants hired with funds under this Grant.

14. Amendment of Term of Grant. LISC shall consider, but is not obligated to agree to, requests by the Grantee to extend the Expiration Date or make other modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) LISC's Principal Contact has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of LISC shall have executed a written agreement describing the terms of the amendment. Note that any change in a line item of the budget in excess of 10% or totaling more than $1,000 (whichever is greater), shall not be made without an amendment to the Grant Agreement by LISC.

15. Signature Required. If this Grant Agreement correctly sets forth the Grantee's understanding of and agreement to the terms and conditions of the Grant, please indicate acceptance of and agreement to said terms and conditions by having an authorized officer of the Grantee should sign and date this Grant Agreement in the space provided above.

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9, 2016**		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
Funding Source:	**City of Miami Gardens General Obligation Bond Funds**		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**		**RFP No. 15-16-047**		
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:**		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** X **Communication** ☐		**Capital Improvements**		
Sponsor Name	**Cameron Benson, City Manager**		**Department:**		**Capital Improvement Project (CIP)**		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO ENCO, LLC., FOR THE DESIGN, CONSTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS AT BENNET M. LIFTER PARK; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

BACKGROUND

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

18605 NW 27th Avenue
Miami Gardens, Florida 33056

On March 21, 2016, staff issued Request For Qualifications (RFQ) Number 15-16-029 for Bennett M. Lifter Park, Step One, inviting design-build firms or teams to provide qualifications for future design-build contract for building renovation and addition; pavilion construction and renovation; sports court removal and renovation; playground replacement; and related facility improvements, technical, schedule, and cost proposals to implement an overall improvement project at Bennett M. Lifter Park, located at 20701 NW 22 Avenue.

A broadcast notice was sent to one thousand seventy (1,070) vendors. Fifty-one (51) proposals were requested. The RFQ opened on April 20, 2016 and six (6) proposals were received and publicly read. The RFQ was prepared in accordance with Florida Statue 287.055 Consultants Competitive Negotiation Act (CCNA).

On May 2, 2016, the Selection Committee short-listed four (4) firms: Enco, LLC; Gulf Building, LLC; JWR Construction Services, Inc.; and Stonehenge Construction, LLC.

CURRENT SITUATION

On August 23 2016, Request For Proposal (RFP) Number 15-16-047, Step Two for Bennett M. Lifter Park was issued to the four (4) short-listed vendors. The RFP opened on September 28, 2016. Proposals from Enco, LLC and Gulf Building, LLC were received and publicly read.

The Office of Procurement Management (OPM) applied the City of Miami Gardens Business and Resident Economic Growth Plan (CMG-BREP) preference to this project. Enco, LLC and Gulf Building, LLC were compliant to the City of Miami Gardens Business Resident Economic Growth Plan (CMG-BREP).

An Evaluation Committee meeting was held on October 11, 2016. Both firms, Enco, LLC and Gulf Building, LLC, were deemed responsive and responsible to the requirements of the RFP. After evaluation and scoring, the Evaluation Committee ranked Enco, LLC, as the first-ranked firm.

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

Proposed Action:

It is recommended that the City Council approve the Evaluation Committee's recommendation for award to the first ranked firm Enco, LLC, for RFP Number 15-16-047, Bennett M. Lifter Park, Step Two, and authorize the City Manager to proceed with negotiations.

Attachments:

Exhibit 1 – Shortlist - Ranking sheet
Exhibit 2 – City of Miami Gardens Business Resident Economic Growth Plan (CMG-BREP) Memorandum
Exhibit 3 – Bid Tabulation

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO ENCO, LLC., FOR THE DESIGN, CONSTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS AT BENNET M. LIFTER PARK; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on March 21, 2016, staff issued Request For Qualifications (RFQ) Number 15-16-029 for Bennett M. Lifter Park, Step One, and

WHEREAS, the RFQ opened on April 20, 2016 and six (6) proposals were received and publicly read, and

WHEREAS, the Selection Committee short-listed four (4) firms: Enco, LLC; Gulf Building, LLC; JWR Construction Services, Inc.; and Stonehenge Construction, LLC., and

WHEREAS, on August 23 2016, Request For Proposal (RFP) Number 15-16-047, Step Two for Bennett M. Lifter Park was issued to the four (4) short-listed vendors, and the RFP was opened on September 28, 2016, and

WHEREAS, proposals from Enco, LLC and Gulf Building, LLC were received and publicly read, and

WHEREAS, an Evaluation Committee meeting was held on October 11, 2016, and the Evaluation Committee ranked Enco, LLC, as the first-ranked firm, and

WHEREAS, the City Manager is recommending that the City Council award a design build contract to Enco, LLC.,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby awards a bid to Enco, LLC., for the design, reconstruction and construction of improvements at Bennet M. Lifter Park in response to RFP No. 15-16-047; and authorizes the City Manager to negotiate and execute an agreement for this purpose.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____
Seconded by : _____

VOTE: _____

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

RFP #:	15-16-047	Date Advertised:	8/23/16
Title:	Bennett M. Lifter Park Step 2	Date Opened:	9/28/16
Agency:	Capital Improvement	Number of Responses Received:	2
Project Manager:	Anthony Smith	Recommendation of Award:	10/11/16

Rank	Vendors Listed Alphabetically	Address	City	State - Country Zone	Zip
1	ENCO, LLC	3878 Sheridan Street	Hollywood	FL	33021
2	Gulf Building, LLC	633 South Federal Highway, Suite 500	Fort Lauderdale	FL	33301

Date Created: 10/11/16

COMMENTS:

Exhibit 2

City of Miami Gardens

The Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, Florida 33056

MEMORANDUM

TO: Cameron D. Benson, City Manager

FROM: Lindell Y. Miller, Procurement Director

DATE: October 4, 2016

RE: RFP No. 15-16-047 - Bennett M. Lifter Park Improvements – Step 2
City of Miami Gardens Business and Residents Economic Growth Plan (CMG-BREP)

PURPOSE:

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

The RFP included CMG – BREP requirements:

BACKGROUND:

Met the CMG – BREP Requirements

Firms Name

ENCO, LLC	**Two (2) Positions/Descriptions/Trades**
	Construction Labor - Two Positions

Gulf Building, LLC

One (1) Position Descriptions/Trades

Laborer - One Position

Compliance Comments

ENCO, LLC, and Gulf Building, LLC, submitted the CMG-BREP certification form and the Workforce Data Sheet and are in compliance with the City's BREP Program.

RECOMMENDATION:

For your Approval October 4, 2016.

Director's Initials

Approved by:

Cameron D. Benson, City Manager

10/4/16

Date

City of Miami Gardens Procurement Department

18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

Attachment "A"

CITY OF MIAMI GARDENS
BUSINESS RESIDENT ECONOMIC PLAN CERTIFICATION FORM

This form(s) should be returned with the Contractor/Developer's submittal. If not provided with solicitation submittal, the Contractor/Developer's must supply information within three (3) business days of County's request.

In accordance with the City of Miami Gardens Business Resident Economic Program:

Gulf Building LLC (Developer/Contractor) agrees to be bound to the contractual obligations of the City of Miami Gardens Business Resident Economic Plan City of Miami Gardens Ordinance No. 2015-06-341, requiring our firm to use good faith efforts to meet the (South Florida Workforce Investment Board (CareerSource) Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm.

John Scherer	President	9/21/16
AUTHORIZED SIGNATURE/NAME	TITLE	DATE

RECEIVED 10-03-16 (CB)

ATTACHMENT "B"

CITY OF MIAMI GARDENS
BUSINESS AND RESIDENT ECONOMIC GROWTH PLAN
WORKFORCE DATA SHEET

Contract No.: #15-16-047	**Date Form Submitted:** September 28, 2016
Project Name/Description: Bennett M. Lifter Park Improvements Step 2	**Contact Person:** John Schrer
Prime Contractor: Gulf Building LLC	**Contact Number:** 954-492-9191

To be submitted with bid at the time of bid submittal.

(A)		(B)	(C)	(D)	(E)**
Position Name/Description		**Trade**	**Total Number of Positions Assigned to the project**	**Number of Positions in (C) filled by staff currently on the Firms Payroll**	**# of Positions to be Filled, Residents from the City of Miami Gardens, to meet CMG-BREP Requirements**
Project Manager	Assigned Part-Time during design and construction		1	1	0
Superintendent	Assigned Full-Time during construction		1	1	0
Laborer	Assigned Full-Time during construction		1	0	1

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	**Title:** President	**Date:** September 28, 2016

The information provided herein is subject to verification by the City of Miami Gardens
** The position(s) listed in Column E MUST be posted on the designated CareerSource Portal once vendor is Recommended For Award.
** For individuals listed in Colum E the following information Must be submitted to the City once hired by your firm.
1. Government issued picture ID (Drivers License, US Passport, etc.)
2. Utility Bill, Voter Registration Card, Bank Statement, State or Federal Correspondence

FORM 2015-001 - CMG GROWTH PLAN BID SUBMITTAL

RECEIVED 10-03-16 (JB)

Exhibit 2

City of Miami Gardens Procurement Department

18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

Attachment "A"

CITY OF MIAMI GARDENS
BUSINESS RESIDENT ECONOMIC PLAN CERTIFICATION FORM

This form(s) should be returned with the Contractor/Developer's submittal. If not provided with solicitation submittal, the Contractor/Developer's must supply information within three (3) business days of County's request.

In accordance with the City of Miami Gardens Business Resident Economic Program:

Erco LLC (Developer/Contractor) agrees to be bound to the contractual obligations of the City of Miami Gardens Business Resident Economic Plan City of Miami Gardens Ordinance No. 2015-06-341, requiring our firm to use good faith efforts to meet the (South Florida Workforce Investment Board (CareerSource) Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm.

Wilson Sanchez (Managing Member) 09-20-16

AUTHORIZED SIGNATURE/NAME TITLE DATE

RECEIVED 10-03-16 CB

ATTACHMENT "B"

CITY OF MIAMI GARDENS
BUSINESS AND RESIDENT ECONOMIC GROWTH PLAN
WORKFORCE DATA SHEET

Contract No.: RFP #15-16-047	Date Form Submitted: Sept. 28, 2016
Project Name/Description: Bennett M Lifter Park Improvements - Step 2	Contact Person: Wilson Sanchez
Prime Contractor: ENCO, LLC	Contact Number: 954-342-2466

To be submitted with bid at the time of bid submittal.

(A)	(B)	(C)	(D)	(E)**
Position Name/Description	Trade	Total Number of Positions Assigned to the project	Number of Positions in (C) filled by staff currently on the Firms Payroll	# of Positions to be Filled, Residents from the City of Miami Gardens, to meet CMG-BREP Requirements
Construction Labor	Construction	2	6	2

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Wilson Sanchez	Title: Managing Member	Date: Sept. 28, 2016

The information provided herein is subject to verification by the City of Miami Gardens

** The position(s) listed in Column E MUST be posted on the designated CareerSource Portal once vendor is Recommended For Award.

** For individuals listed in Colum E the following information Must be submitted to the City once hired by your firm.

1. Government issued picture ID (Drivers License, US Passport, etc.)
2. Utility Bill, Voter Registration Card, Bank Statement, State or Federal Correspondence

FORM 2015-001 - CMG GROWTH PLAN BID SUBMITTAL

RECEIVED 10-03-16

Exhibit 2

CareerSource BROWARD

Employer Services Unit
954-677-JOBS (5627)
jobs@careersourcebroward.com

1. COMPANY AND CONTACT INFORMATION

Federal Employer Tax # (*Required*): 01-0632027 User ID: _____

Company Name: ENCO, LLC Address: 3878 Sheridan St

City: Hollywood State: FL Zip: 33021

Type of Business: General Contractor Contact Person: Isabella Micolta

Telephone #: (954) 342-2466 Fax #: (954) 920-9040 E-mail Address: imicolta@encollc.com

Job Location (i.e. Dania, Davie): Miami Gardens ☑ Please check if this is your first job listing with CareerSource Broward.

How did you learn about CareerSource Broward? Please check all that apply: ☐ Newspaper Ad ☐ Chamber of Commerce

☑ CareerSource Broward Visit ☐ SFMA ☐ TV ☐ MIASF ☐ Assoc. Speaker ☐ Radio ☐ Other

_____

2. JOB DETAILS

Job Title: Construction Labor Number of Open Positions: 2

Position Open/Posting Date: _____ Position Close Date: _____

Type of Job: ☑ Regular ☐ Seasonal ☐ Temporary ☐ Contract Job Status: ☑ Full-time ☐ Part-time ☐ Full-time/Part-time

Anticipated Job Duration: ☑ >150 days ☐ 4–150 days ☐ 1–3 Days

Does this job fall within any of the following Special Categories: ☐ Summer Youth Program ☐ Youth Opportunity Grant

☐ Non-paid Internship ☐ On-the-Job Training ☐ Seasonal ☐ Paid Internship

3. DETAIL JOB DESCRIPTION

Tasks include performing physical labor at construction project such as drainage improvements, paving, canal bank stabilization, parks, etc. May also be asked to operate small hand power tools such as concrete saw, wood saw, hammers, surveying equipment, plate compactors, etc.

4. Enter other specific skills required (e.g. degrees, certifications, software knowledge, etc.)

Ability to work in groups

5. Pre-Employment Testing: ☑ No Testing ☐ Employer proctored test ☐ Job center proctored test ☐ Other

Provide a brief description of testing performed

6. HIRING REQUIREMENTS

☑ Drug Screening ☑ Background Checks ☐ Credit Checks ☐ Reference Checks ☐ Bonding ☐ Motor Vehicle Record

Specify other hiring requirements:

RECEIVED 10-03-16 (CB)

Exhibit 2

CareerSource BROWARD

MINIMUM LEVEL OF EDUCATION REQUIRED

☑ No High School/GED ☐ GED ☐ HS Diploma ☐ 1 yr. College/Voc. ☐ 2 yrs. College/Voc. ☐ 3 yrs. College/Voc.

☐ Vocational Certificate ☐ Associates Degree ☐ Bachelors ☐ Masters ☐ Doctorate ☐ Specialized Degree (MD, DDS)

Months of Experience Required in Occupation: 12 mths Is a Driver's License required for this position? ☐ Yes ☑ No

If yes, please detail the license class and any special endorsements required:

Commercial License Certification

☐ Class A - Any vehicle w/ GVWR>26000/Tow vehicles w/GVWR>10000 ☐ Class B - Any vehicle with GVWR > 26000

☐ Class C - Vehicle carrying 15 persons OR placardable amounts of hazardous materials AND GVWR <26001

☐ Class E - Private Vehicle ☐ Class E - Learner ☐ Motorcycle Also ☐ Motorcycle ONLY

****Drivers License Endorsements:***

☐ T -CDL - Double / Triple Trailers ☐ P -CDL - Passenger Bus ☐ N -CDL -Tankers ☐ H - CDL – HAZ-MAT

☐ X - CDL - Combo-Tanker/Hazardous ☐ K - CDL - No Operator of airbrakes ☐ CDL - ICC Physical

COMPENSATION/HOURS/BENEFITS

Minimum Salary: $ 12.50 Basis for unit of salary/pay: ☑ Hour ☐ Day ☐ Week ☐ Month ☐ Year ☐ Quarter ☐ Other

Maximum Salary: _____ Pay Comments: ☑ Depends on experience ☑ Will discuss w/applicant ☐ Commission only

Hours per week: 40 ☐ Salary + Commission ☐Piece rate ☐Salary+Tips ☐Salary+Bonus ☐N/A

Shift: ☑ Day ☐ Evening ☐ Night ☐ Rotating ☐ Split ☐ Other, see job description

Benefits offered: ☐ Medical ☐ Dental ☐ Vision ☐ Vacation ☐ Sick Leave ☐ Job Share ☐401K ☐ Pension ☑ Uniforms

☐ Meals ☐Life Insurance ☐ Child care ☑ Holidays ☐ Relocation ☐ Company Car ☐ Paid Time Off ☐ Tuition Assistance

☐ Flex-time ☐ Stock Options ☐ Expense Account ☐ Other ☐ None

Supplemental Compensation: ☐ N/A ☐ Vehicle ☐ Expense Allowance ☐ Pager/Cell phone ☐ Other

Please specify any additional benefits or supplemental compensation offered:

Is this job accessible by public transportation? ☑ Yes ☐ No

JOB ORDER VISIBILITY

How would you like for your job order to be advertised?

☑ Open to the general public allowing all qualified candidates to apply *(This will yield a greater response to the advertisement and allow you the opportunity to perform pre-screening based upon the criteria set by your organization).*

☐ Pre-screening performed by CareerSource Broward placement team prior to referral *(This option will yield a lower response, however, trained* CareerSource Broward *Placement Representatives will pre-screen candidates according to the skills, experience, and education outlined in this job order and refer only those candidates meeting the requirements set forth in this requisition).*

JOB APPLICATION METHODS ACCEPTED

☑ Online Resume ☑ E-mail ☑ Fax ☐ Call for Appointment ☐ Mail ☑ Online Application ☑ Company Application Website:

http://www. encollc.com ☐ Apply inPerson (DaysHours)_____

Is this order under Federal contract: ☐ Yes ☐ No Is this job order "Veterans Preference"? Yes No

Is this an Alien Labor Certification order? (*i.e., Are you working with an immigration attorney to hire someone outside of the U.S.?*) ☐ Yes ☐ No

Thank you for choosing CareerSource Broward to assist with your human resource needs.

Exhibit 3

RFP No. 15-16-047
Design Build Bennett M. Lifter Park Step 2
Agency: Capital Improvements
Purchasing Agent: Latora Francis

Date Bid Opened: September 28, 2016
Bid Submittals: 2
Declinations:

Description			GULF BUILDING, LLC, Fort Lauderdale, FL		ENCO, LLC, Hollywood, FL	
Division 01 - General Requirements	**Cost**	**Notes**	**Cost**	**Notes**	**Cost**	**Notes**
General Conditions			$ 232,752.00		$ 10,000.00	
Design Fees			$ 120,000.00		$ 85,000.00	
Permit Allowance	$20,000.00	Allowance	$ 20,000.00		$ 20,000.00	Allowance
Bonds and Insurance (Bldrs Risk; GL)			$ 54,718.00		$ 24,000.00	
OH&Profit			$ 214,973.00		$ 60,000.00	
Division 02 - Existing Conditions						
Asbestos and Lead Based Paint Abatement			$ 2,000.00		$ 500.00	
Other Site Demolition			$ 40,000.00		$ 34,320.00	
Division 10 - Specialties					$ 2,500.00	
Traffic and Site Signage			$ 8,350.00			
Division 12 - Furnishings						
Bicycle Racks and Flagpole			$ 6,940.00		$ 5,400.00	
Trash and Litter Receptors			$ 14,675.00		$ 2,700.00	
Seating, Benches and Tables			$ 35,485.00		$ 5,000.00	
Division 13 - Special Construction						
Renovate Recreation Building						
General Conditions			$ 5,000.00		$ -	Included above
Exterior			$ 37,020.00		$ 10,000.00	
Interior			$ 18,000.00		$ 75,532.00	
HVAC Replacement		Allowance by DB	$ 11,500.00		$ 8,000.00	Allowance by DB
MEP, Fire, Technology			$ 12,000.00		$ 5,000.00	
Refurbish One Existing Pavilion			$ 22,322.00		$ 19,000.00	
Construct One New Pavilion			$ 48,260.00		$ 35,000.00	
New Playground with Shade			$ 158,007.00		$ 132,062.00	
Refurbish Basketball Court			$ 9,600.00		$ 15,000.00	
Musco Lighting			$ 52,800.00		$ 58,000.00	
Dumpster Enclosure with Gates			$ 1,750.00		$ 9,500.00	
Division 22 -Plumbing						
Drinking Fountains			$ 8,000.00		$ 7,000.00	
Division 26 - Electrical						
Parking Lot Lighting			$ 24,000.00		$ 78,000.00	
Lighting Protection/Detection/Prediction			$ 6,000.00		$ 6,000.00	
Division 28 - Electronic Safety and Security						
Parks Video Surveillance	$30,000.00	Allowance	$ 30,000.00		$ 30,000.00	Allowance
Public WIFI	Included in Parks Video Surveillance Allowance					Included in Parks Video Surveillance Allowance
Division 31 - Earthwork						
Clearing and Grubbing			$ 46,400.00		$ 1,000.00	
Fine Grading			$ 87,000.00		$ 1,000.00	

Exhibit 3

Division 32 - Exterior Improvements										
	Asphalt Paving		Note # new spaces provided:		$ 87,550.00	Note # new spaces provided: 30		$ 109,250.00	Note # new spaces provided:	100
	Concrete Paving / Walks		Note LF provided:		$ 72,313.00	Note LF provided: 1100		$ 23,750.00	Note LF provided:	1800
	Curbs and Gutters		Note LF provided:		$ 41,825.00	Note LF provided:1200		$ 1,950.00	Note LF provided:	2655
	Chain Link Fence		Note LF provided:		$ 18,720.00	Note LF provided:780		$ 34,850.00	Note LF provided:	908
	Estate Style Fence		Note LF provided:		$ 96,900.00	Note LF provided:780		$ 46,500.00	Note LF provided:	1811
	Irrigation System - Complete				$ 40,000.00			$ 9,000.00		
	Sod		Note SF provided		$ 28,500.00	Note SF provided 57000		$ 18,000.00	Note SF provided	106377
	Shrubs		Note quantity:		$ 7,896.00	Note quantity:650 each		$ 16,000.00	Note quantity:	800
	Trees		Note quantity:		$ 15,950.00	Note quantity: 29 each		$ 7,500.00	Note quantity:	80
	Shade Trees		Note quantity:		$ 16,500.00	Note quantity: 22 each		$ 2,500.00		
	Palms		Note quantity:		$ 16,650.00	Note quantity: 37 each		$ 3,750.00	Note quantity:	60
	Flowering And Small Trees		Note quantity:		$ 2,000.00	Note quantity: 4 each		$ 400.00	Note quantity:	43
	Tree Protection Fencing				$ 10,000.00			$ 800.00		
	Tree Pruning				$ 5,000.00			$ 1,000.00		
Division 33 - Site Utilities										
	Onsite Water & Sewer, Drainage				$ 71,825.00			$ -		
	Offsite Water & Sewer, Drainage				-			$ -		
	FPL, Comcast, ATT (Power, Telecommunications, TV)				$ 40,550.00			$ 3,500.00		
TOTAL DESIGN BUILD BASE BID PRICE:					**$ 1,899,731.00**			**$ 1,018,264.00**		

Add Alternates:										
1	Paved Swale Parking		Note # new spaces provided:		$ 57,505.00	Note # new spaces provided:10	10	$ 74,812.00	Note # new spaces provided:	10
2	Expand Recreation Building		Note LF provided:		$ 46,080.00	Note LF provided: 33	33 LF	$ 118,750.00	Note LF provided:	289 SF
3	New dock and walks		Note LF provided:		$ 72,183.00	Note LF provided: 28	28 LF	$ 36,750.00	Note LF provided:	300 SF

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9, 2016**		**Item Type:**	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact:	**Yes**	**No**	**Ordinance Reading:**		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:**		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source:	**General Obligation Bond and LISC/ESPN Grant**		**Advertising Requirement:**		**Yes**		**No**	
							X	
Contract/P.O. Required:	**Yes**	**No**	**RFP/RFQ/Bid #:**					
	X							
Strategic Plan Related:	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** X **Communication**		**Qual. Of Life & City Image**			
Sponsor Name:	**Cameron D. Benson, City Manager**		**Department:**		**City Manager**			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ROBBINS, INC., IN THE AMOUNT OF ONE HUNDRED SEVENTY THOUSAND, EIGHT HUNDRED TWENTY-TWO DOLLARS ($170,822.00), FOR IMPROVEMENTS TO THE GYMNASIUM AT BETTY T. FERGUSON RECREATIONAL COMPLEX, BY RELYING ON NATIONAL JOINT POWERS ALLIANCE CONTRACT NUMBER 082114#RBI; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:

In April 2014, City of Miami Gardens residents approved a $60 million General Obligation bond referendum for park improvements and crime prevention, including purchasing and installing crime prevention equipment, providing facilities for expanding community activities in parks, and renovating, constructing and purchasing parks facilities and land.

18605 NW 27th Avenue
Miami Gardens, Florida 33056

On May 28, 2014, Council adopted Ordinance No. 2014-09-320, authorizing the borrowing of sixty million dollars ($60,000,000); authorizing the issuance of City of Miami Gardens General Obligation Bonds to pay costs of, remodeling, reconstructing, constructing, reconfiguring, retrofitting, furnishing and equipping City parks and parks facilities, purchasing crime prevention equipment for law enforcement assistance via electronic means, providing facilities for expanding community activities in parks, and renovating, constructing and purchasing parks facilities and land for new or expanded parks.

The City Council initially approved the Bond Implementation Plan (BIP) at the February 25, 2015 Council meeting. The last amendment to the BIP was approved at the December 9, 2015 Council meeting. The BIP outlines various park and public safety improvement projects.

Current Situation:

In accordance with the Bond Implementation Plan (BIP), the City of Miami Gardens is moving forward with implementing improvements to the gymnasium at the Betty T. Ferguson Recreation Complex.

Improvements will include the replacement of the existing gymnasium flooring with a new Eclipse wood gym floor system, repair and painting of door openings, installation of bleacher system, upgrade on athletic equipment, repair/replacement of scoreboard, and installation of a Daktronics scorer's table.

There is a grant agreement from the LISC/ESPN Pilot Home Court Program associated with the improvements to the gymnasium at the Betty T. Ferguson Recreational Complex. The program selected Betty T. Ferguson Recreational Complex to receive a $25,000 grant to aid in renovation of the flooring, installation of new doors and bleachers, a scoreboard, and padded wall coverings.

The City of Miami Gardens will piggyback the National Joint Powers Alliance (NJPA) Contract Number 082114-RBI FOR INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES. The NJPA is a public agency serving as a municipal contracting agency for government and education agencies. Eligible members of NJPA include any unit of government, education or non-profit agencies nationwide. All NJPA contracts have been competitively solicited nationally, reviewed, evaluated and recommended for award in accordance with Minnesota public purchasing and contracting rules, guidelines and regulations applicable to NJPA. The City of Miami Gardens is one of over one thousand member agencies in the State of Florida.

Proposed Action:

18605 NW 27th Avenue
Miami Gardens, Florida 33056

It is recommended that the City Council approve the proposed resolution for the issuance of a purchase order to Robbins, Inc. in the amount of $170,822.00 and authorizing the City Manager to approve and execute the purchase order to Robbins, Inc. for work associated with the improvements to the gymnasium at Betty T. Ferguson Recreational Complex. The City of Miami Gardens will piggyback the National Joint Powers Alliance (NJPA) Contract Number 082114-RBI FOR INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES.

Attachments

Attachments:

A- Copy of National Joint Powers Alliance (NJPA) Contract Number

B- Bond Implementation Plan (BIP) Narrative

C- Quotation from Robbins Inc.

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ROBBINS, INC., IN THE AMOUNT OF ONE HUNDRED SEVENTY THOUSAND, EIGHT HUNDRED TWENTY-TWO DOLLARS ($170,822.00), FOR IMPROVEMENTS TO THE GYMNASIUM AT BETTY T. FERGUSON RECREATIONAL COMPLEX, BY RELYING ON NATIONAL JOINT POWERS ALLIANCE CONTRACT NUMBER 082114#RBI; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in April 2014, City of Miami Gardens residents approved a Sixty Million Dollar ($60,000,000.00) General Obligation Bond referendum for park improvements and crime prevention, and

WHEREAS, on May 28, 2014, the City Council for the City of Miami Gardens adopted Ordinance No. 2014-09-320, authorizing the borrowing of Sixty Million Dollars ($60,000,000.00) for this purpose, and

WHEREAS, in accordance with the Bond Implementation Plan (BIP), the City of Miami Gardens is moving forward with implementing improvements to the gymnasium at the Betty T. Ferguson Recreation Complex, and

WHEREAS, improvements will include replacement of the existing gymnasium flooring with a new Eclipse floor system, repair and painting of door openings, installation of bleacher system, upgrade on athletic equipment, repair/replacement of scoreboard, and installation of a Daktronics scorer's table, and

WHEREAS, the National Joint Powers Alliance (NJPA) is a public agency serving as a municipal contracting agency for government and education agencies, and

WHEREAS, NJPA issued Request for Proposal Number 082114#RBI for Indoor-Outdoor Athletic Surfacing with Related Equipment, Products, Supplies, Installation and Services, which was competitively bid, and

WHEREAS, on September 16, 2014, NJPA entered into Contract Number 082114#RBI with Robbins, Inc., for Indoor-Outdoor Athletic Surfacing with Related Equipment, Products, Supplies, Installation and Services, and

WHEREAS, the contract term is for four (4) years, with an option to renew for one (1) additional year under the same terms and conditions, and

WHEREAS, City Staff recommends the City of Miami Gardens relies upon NJPA Contract Number 082114#RBI with Robbins, Inc., for Indoor-Outdoor Athletic Surfacing with Related Equipment, Products, Supplies, Installation and Services, and that the Council authorizes the City Manager to issue purchase orders to Robbins, Inc. in the amount of One Hundred Seventy Thousand Eight Hundred Twenty-Two Dollars ($170,822.00), for work associated with the improvements to the gymnasium at Betty T. Ferguson Recreational Complex,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to issue purchase orders to Robbins, Inc,. in the amount of One Hundred Seventy Thousand Eight Hundred Twenty-Two Dollars ($170,822.00), for improvements to the gymnasium at Betty T. Ferguson Recreational Complex, by relying on the National Joint Powers Alliance Contract Number 082114#RBI with Robbins, Inc., for Indoor-Outdoor Athletic Surfacing with Related Equipment, Products, Supplies, Installation and Services.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____

VOTE: _____

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

May 10, 2016

Helen Gray, PE | Project Manager, Government Services (Broward)
Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6478| Fax: 954.921.8807

PROJECT: Betty Ferguson Gymnasium (Miami Gardens)

NJPA Contract #082114-RBI pricing for member #100112

CONFIRMATION OF QUOTATION: In accordance measurements provided for the jobsite, and as outlined below, we propose to furnish all necessary labor, equipment, and materials to do the following:

Eclipse SB (anchored) wood gym floor system (8,238 square feet):
MFMA Second & Better Grade, Continuous Strip XL (MFMA FJ) 25/32" x 2-1/4" T&G maple
Includes standard line layout for 3 Basketball & 3 Volleyball courts
1 seal & 3 coats of oil modified gym floor finish
ADA compliant transitions (ramps) at openings
Perimeter vented cove base
Complete for the sum of……..... $79,375.00

Ancillary flooring items:
Demo and disposal of the existing floor…….. $8,500.00
Custom logo allowance……..…….. $5,000.00
Material freight from Robbins to the site…….…… $4,600.00

Painting:
Clean & Patch any plaster damage from acoustical panel line down (4 walls), Door Jamb repairs, Prep and paint 5 metal door openings (excluding exterior), and remove/replace corner guards for painting
Complete for the sum of …….$5,600.00

Door closer hardware replacement door hardware adjustments…….$6,550.00

Seating/Bleachers:
Iterkal 60' 5 row manual bleachers w/ 5 ADA Recoverable Sections (per code), includes 2 vinyl end panels
Complete for the sum of …….$24,492.00

Impact Sport Surfaces, LLC dba Robbins Sport Floors Florida
1121 S. Military Trail #318, Deerfield Beach, FL. 33442
Phone: 954.796.4567 / Fax: 954.719.3784
www.impactsurface.com

Athletic Equipment:
• Perform PM Service on 6 electric basketball backstops and one gym divider curtain.
• Replace one electric linear actuator on one main court backstop.
• Replace 6 bolt on backboard rubber edges.
• Install 4 VB Sleeves and cover plates. Raise 6 BB approx. 2 inches to compensate for new floors.
• Raise Divider Curtain approx. 2 inches to compensate for new higher floor.
• Remove 97 walls pads, store in building, and reinstall after walls are painted.
• Trouble shoot scoreboard (Gratis inspection), install replacement parts provided by others if there is simple solution.
Complete for the sum of …….……$15,347.00

Scoreboards: If a simple solution cannot fix the existing boards the cost to: Replace 2 Basketball/Volleyball/Wrestling Scoreboards (includes control console kit), includes use / connection of existing wiring, conduit and power breakers..
Complete for the sum of …….……$14,043.00*
*Deduct from the total contract amount below if new Scoreboards are not required/approved

Daktronics Scorer's Table:
- 3'H x 8.5'W x 3'4"D Aluminum Cabinet
- Black PVC Table top & les w/ vinyl padding to protect players
- Includes Graphics (Logo file required)
- Includes possession arrow

Complete for the sum of …….……$7,315.00

Total contract amount for all scope inclusions =

$170,822.00 (One Hundred Seventy Thousand Eight Hundred Twenty Two. 00/100**)**

Clarifications:
Choice of colors from manufacturer's standard colors choices
All prices are subject to written acceptance within 30 days of date of this quotation.
Terms: Net 30 days upon completion
Lead-time: Lead-times fluctuate throughout the year. Unless otherwise notified in writing, allow 6-10 weeks from date of submittal approval, approved shop drawings complete with color, numbering and resolution of any discrepancies.

Note! All pricing above involving manufacturer material purchases from Robbins and Interkal DO NOT include Miami-Dade's 7% sales tax with the understanding that those material purchases will be deducted from the price and the owner will provide an OPD purchase order to the manufacturer.

Submitted by: **Impact Sport Surfaces, LLC / Robbins Sport Floors - FL**

Darin Aarnio

Impact Sport Surfaces, LLC dba Robbins Sport Floors Florida
1121 S. Military Trail #318, Deerfield Beach, FL. 33442
Phone: 954.796.4567 / Fax: 954.719.3784
www.impactsurface.com

Impact Sport Surfaces, LLC dba Robbins Sport Floors Florida
1121 S. Military Trail #318, Deerfield Beach, FL. 33442
Phone: 954.796.4567 / Fax: 954.719.3784
www.impactsurface.com

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 082114 # Indoor-outdoor Athletic Surfacing w/ Related Equip. Products, Supplies, Installation + Services

Robbins, Inc.

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be September 16, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Crawford

NJPA Executive Director (Name printed or typed)

Awarded this 16th day of September, 20 14 **NJPA Contract Number** 082114 # RB1

NJPA Authorized signature: _____ Scott Veronen

NJPA Board Member (Name printed or typed)

Executed this 16th day of September, 20 14 **NJPA Contract Number** 082114 # RB1

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Robbins Inc.

Vendor Authorized signature: _____ John Fickes

(Name printed or typed)

Title: National Sales Manager

Executed this 18 day of September, 20 14 **NJPA Contract Number** 082114 # RB1

Contract Award
RFP 082114 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES

In compliance with the Request for Proposal (RFP) for INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Robbins Inc. Date: August 8, 2014

Company Address: 4777 Eastern Ave.

City: Cincinnati State: OH Zip: 45226

Contact Person: John Ficks Title: National Sales Manager

Authorized Signature (ink only): John Ficks
(Name printed or typed)

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES

RFP Opening

AUGUST 22, 2014
8:00 A.M. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #082114

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES. Details of this RFP are available beginning JULY 7, 2014 and continuing until AUGUST 13, 2014 . Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until AUGUST 21, 2014 at 4:30 p.m. Central Time at the above address and opened AUGUST 22, 2014 at 8:00 A.M. Central Time .

RFP Timeline

JULY 7, 2014	**Publication of RFP in the print and online version of the Minneapolis Star Tribune, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of The State within the State of South Carolina, the NJPA website (njpacoop.org), MERX, Noticetobidders.com, PublicPurchase.com, and Biddingo.**
August 11, 2014 10:00 A.M. Central Time	**Pre-Proposal Conference (webcast – conference call - Connection information sent to all inquirers 2 business days prior to event)**
AUGUST 13, 2014	**Deadline for RFP requests and questions**
AUGUST 21, 2014 4:30 P.M. Central Time	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
AUGUST 22, 2014 8:00 A.M. Central Time	**Public Opening of Proposals**

Direct questions regarding this RFP to: Maureen Knight at maureen.knight@njpacoop.org or (218)895-4114

TABLE OF CONTENTS

1 DEFINITIONS

A. CONTRACT

"Contract" as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP's scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor's NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE; 4) on NJPA's website; 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, Bidsync, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES .

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES **this solicitation should be read to include, but not limited to:**

3.17.1.1 N/A

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 **Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 **Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 **Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 **Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 **Geographic Area to be Proposed:** This RFP invites proposals to provide INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 **Contract Term**: At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 **Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 **Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening"**, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 895-4114. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded

as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES will be received by Maureen Knight, Contracts and Compliance Manager, at NJPA

Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Maureen Knight 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an

alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed

equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include

a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity ($1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

- **6.6.1** received prior to the deadline for submission or it will be returned unopened;
- **6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- **6.6.3** pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;
- **6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- **6.6.5** an electronic copy (CD or flash drive) of the entire response; and
- **6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item

may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- **6.8.1** Company Information & Financial Strength
- **6.8.2** Industry Requirements & Marketplace Success
- **6.8.3** Ability to Sell & Deliver Service Nationwide
- **6.8.4** Marketing Plan
- **6.8.5** Other Cooperative Procurement Contracts
- **6.8.6** Value Added Attributes
- **6.8.7** Payment Terms & Financing Options
- **6.8.8** Warranty
- **6.8.9** Equipment/Products/Services
- **6.8.10** Pricing & Delivery
- **6.8.11** Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 **Complete Marketing Plan.** Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 **Printed Marketing Materials.** Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 **Contract announcements and advertisements.** Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 **Proposer's Website.** Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment C.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverage as specified.

6.23 **Insurance Liability Limits:** The awarded vendor must maintain, for the duration of its contract, $1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of $1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 **Minimum Scope and Limits of Insurance:** Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy

may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 **Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 **Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 **Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 **Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 **On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 **Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 **Zero sales reports**: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 **Hub Partner:** NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 **Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 **NJPA's interest in a contract resulting from this RFP:** Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 **NJPA Compliance with Minnesota Procurement Law**: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 **Governing Law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 **Jurisdiction:** Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic

information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Demonstrate your financial strength and stability.
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
7) How long has your company been in the INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES industry?
8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   c) Are these individuals your employees, or the employees of a third party?
   d) If applicable, is the Dealer Network independent or company owned?
9) Please provide your bond rating, and/or a credit reference from your bank.
10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
12) Provide all "Suspension or Disbarment" information as defined and required herein.
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements &Marketplace Success

15) List and document recent industry awards and recognition.
16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
34) Do you view your products/equipment applicable to an E-procurement ordering process?
____ Yes ____ No
   a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts.
37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
38) Identify any GSA Contracts held or utilized by the Proposer.

39) What is the annual combined dollar sales volume for each of these contracts?
40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
41) How would you leverage an NJPA awarded contract in your sales process?
42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
44) Is this training standard as a part of a purchase or optional?
45) Describe current technological advances your proposed equipment/products and related services offer.
46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____ Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES

In compliance with the Request for Proposal (RFP) for INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 082114 # _____

_____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____

NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number 082114 #**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number 082114 #**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____ _____

(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number 082114 #**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and

4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and

6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and

11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.

12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.

13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

_____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its_____

_____ Its_____

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
2) Identify any applicable leasing or other financing options as defined herein.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
    a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
4) Do you accept the P-card procurement and payment process?

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
6) Do all warranties cover all products/equipment parts and labor?
7) Do warranties impose usage limit restrictions?
8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
9) Please list any other limitations or circumstances that would not be covered under your warranty.
10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
16) Describe your NJPA customer volume rebate programs, as applicable.
17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:

_____a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____d. Other; please describe.

20) Do you offer quantity or volume discounts?

_____ YES _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry Specific Items

n/a

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant to section 4 of the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND**: **PandP@njpacoop.org.**

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

CHECK ALL CHANGES THAT APPLY:

- ☐ Adding Equipment/ Products /Services
- ☐ Deleting/Discontinuing Equipment/Products/Services
- ☐ Price Increase
- ☐ Price Decrease

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing is consistent with existing NJPA contract pricing.

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes ☐ No

Section 5. Signatures

Vendor Authorized Signature Date

Print Name and Title of Authorized Signer

NJPA Executive Director Signature Date

Helen Gray

From: Scott Shaw <sshaw@miamigardens-fl.gov>
Sent: Thursday, February 18, 2016 12:57 PM
To: Helen Gray
Cc: Lindell Y. Miller
Subject: RE: Betty T and NJPA

Good Afternoon,

Yes, awarded and active NJPA contracts are ok to be used for procurement purposes. Please be advised that expenditures over $25,000.00 need to go to City Manager for approval and expenditures over $50,000.00 need to go to Council.

Best Regards,

Scott Shaw
Procurement Assistant
City of Miami Gardens
Procurement Department | Room # 219
18605 NW 27th Ave
Miami Gardens, FL 33056
(305) 622-8000 | Fax: (305) 474 - 1285
sshaw@miamigardens-fl.gov
www.miamigardens-fl.gov

Thank you.

From: Lindell Y. Miller
Sent: Thursday, February 18, 2016 12:34 PM
To: Scott Shaw
Subject: FW: Betty T and NJPA

From: Helen Gray [mailto:HGray@cgasolutions.com]
Sent: Thursday, February 18, 2016 12:27 PM
To: Lindell Y. Miller
Cc: Joel Wadsworth; Anthony G. Smith; Rickelle Williams; Craig Clay
Subject: RE: Betty T and NJPA

Good afternoon Lindell,

I wanted to follow through on this inquiry. Please advise.

Thank you,

Helen Gray, PE
Project Manager, Government Services (Broward)

Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6478| Fax: 954.921.8807
Fort Lauderdale | West Palm Beach | Port St. Lucie | Homestead | Clearwater | Jacksonville | Atlanta

From: Helen Gray
Sent: Thursday, February 11, 2016 11:10 AM
To: Lindell Y. Miller <lmiller@miamigardens-fl.gov>
Cc: Joel Wadsworth <JWadsworth@cgasolutions.com>; Anthony G. Smith <asmith1@miamigardens-fl.gov>; Rickelle Williams <rwilliams@miamigardens-fl.gov>
Subject: Betty T and NJPA

Good morning Lindell,

On our "to-do" list is getting the gym floor replaced at the Betty T. Ferguson Recreational Complex (with a proper wood floor for basketball). Jimmie Allen furnished us with information related to being able to take advantage of the National Joint Power Alliance; the link is: http://www.njpacoop.org/national-cooperative-contract-solutions. Can we use this as a procurement mechanism for this project? Please let me know at your earliest convenience since Craig wants us to get an RFP out for building wide improvements within the next two weeks, but if we can procure the floor from the specialty contractor and separate it out from the other work, we can: 1) save cost on the project; 2) avoid GC markup; and 3) save considerable time.

I look forward to hearing from you.

Thank you,

Helen Gray, PE
Project Manager, Government Services (Broward)

Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6478| Fax: 954.921.8807
Fort Lauderdale | West Palm Beach | Port St. Lucie | Homestead | Clearwater | Jacksonville | Atlanta

distribution, or use of the information contained herein (including any reliance thereon) is STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.
City of Miami Gardens' Offices are open Monday – Thursday from 7:00 am to 7:00 pm and CLOSED on Fridays! Operating hours for the City's Park Facilities and the Police Department will not change. Development Services will be open from 7:30 am to 6:00 pm.

The City of Miami Gardens is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under such laws and thus subject to disclosure. All E-mails sent and received are captured by our servers and kept as a public record.

Confidential Notice: In accordance with Section 119.071, Florida Statutes, this email communication and any attachments may contain confidential and privileged. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. If you have received this communication in error, please notify the sender immediately by replying to this message. Thank you.

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

MIAMI GARDENS GENERAL OBLIGATION BOND BOND IMPLEMENTATION PLAN PROJECTS (REVISED)

The following potential Capital Improvement Projects are recommended to be funded by the City of Miami Gardens General Obligation Bond (GOB). All projects are geared toward the City's Parks and also are inclusive of the Administration's recommendations regarding public safety improvements.

A. J. King Park

- Remove wooden lighting poles and replace with steel poles for new Musco sports lighting and control system for the multipurpose field and the baseball field. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Recondition the existing baseball diamond and replace backstop and dugout fencing. Install outfield fencing/netting.
- Reconfigure the existing paved parking lot for easier access from the street and to be ADA compliant to include paved approaches from street.
- Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a new large pavilion with picnic tables, grills, domestic water and electricity.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Andover Park

- Replace existing playground with a new playground with soft rubberized play surface and shade structure.
- Resurface the existing basketball court and install new shade structure, backboards and rims.
- Replace the perimeter fencing and install temporary parking with pavers in the swale area.
- Install new landscaping and irrigation system in the park.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Bennett Lifter Park

- Replace existing playground and swings with new playground with soft rubberized play surface and shade structure. Move the playground closer to the recreation building.
- Resurface existing basketball court and install new backboards and rims.
- Replace sports lighting for basketball court with new Musco lighting and control system, which will reduce the power consumption by 40% and provide web based control system.

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Bennett Lifter Park (continued)

- Remove the existing tennis courts and replace with a larger pavilion with a grill, electricity and domestic water.
- Evaluate the expansion of existing Recreation Building.
- Remodel two existing public restrooms in the Recreation Building to be ADA compliant.
- Install additional paved parking north of the existing building and adapt existing lot to be ADA compliant.
- Repair driveway approaches to site as needed to interface with edge of street pavement.
- Install new parking lot lighting which will be controlled by the Musco system.
- Add parking with pavers in the swale area along the streets.
- Install new landscaping and irrigation system in the park and the paved parking lot.
- Surround lift station with lush landscaping to improve park aesthetics.
- Install sidewalks to the lake shore and a chain link fence.
- Install a fishing dock at the edge of the lake.
- Remove the existing small pavilion north of the building.
- Renovate the existing pavilion south of the building and add grill, electricity and domestic water.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Betty T. Ferguson Recreation Center

- Convert the north and south overflow parking areas into paved parking lots and include lighting and drainage.
- Upgrade the existing football field area to potentially accommodate local high school football and other specialized events.
- Upgrade existing parking lot lighting.
- Reduce the area designated for the burrowing owl to add to the new north parking lot.
- Extend the existing walking trail to the entire perimeter of the site and include lighting and distance marker signage.
- Install ventilation fans in pool area.
- Evaluate and replace as necessary ventilation systems and air conditioning throughout the facility.
- Replace gymnasium flooring; renovate gymnasium and other interior areas.
- Install new landscaping and expand irrigation system adjacent to trail extension.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Brentwood Pool

- Replace the exercise equipment at the central exercise station area. Cover central exercise station area with a shade structure.
- Install benches and trash receptacles near the basketball courts and the playground.
- Resurface the existing parking lot and adapt it to be ADA compliant.
- Renovate and resurface tennis courts.

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Brentwood Pool (continued)

- Demolish the existing pool and pool house that is no longer functional. Once completed, install a new pavilion with picnic tables, grill, electricity and domestic water. Add a small water play area adjacent to the pavilion.
- Install a perimeter chain link fence to improve security at the park.
- Install new landscaping and irrigation system in the park.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Buccaneer Park

- After an analysis to determine the cost effectiveness, the existing Recreation Building will be remodeled or demolished and rebuilt.
- Determine the feasibility of relocating/burying electrical cables underground.
- Relocate and replace existing playground with new playground with soft rubberized play surface and shade structure.
- Extend the existing walking trail. Add distance marker signage along walking trail.
- Create a zero-depth splash pad with perimeter benched seating at the location of the paved skating area. Construct a restroom and shower area near the splash pad area.
- Install estate fencing and plant shrubs and bushes around splash pad area.
- Construct a permanent entrance area near the splash pad.
- Install two new pavilions with a grill, electricity and domestic water--one adjacent to the splash pad and the other along the trail.
- Resurface two existing basketball courts and install new backboards and rims.
- Replace sports lighting for basketball court with new Musco lighting and controls. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Replace/Install sports lighting for tennis courts with new Musco lighting and controls.
- Resurface two existing Tennis Courts and install new netting and signage. Replace existing fencing and windscreen as needed.
- Install additional paved parking at the location of the existing parking lot. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Add temporary parking with pavers in the swale area along the streets.
- Install a perimeter chain link fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Bunche Park

- Demolish the existing 40 year old recreation building. Build a new Multipurpose Gymnasium to house the City of Miami Gardens Alternative Sports Complex. The building will contain a running track on a second level above a weight room, workout

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Bunche Park (continued)

room and locker rooms. The center will feature boxing, martial arts, dance and gymnastics.

- Remove two of the four existing basketball courts to make room for new parking lot.
- Resurface two of the existing basketball courts.
- Replace existing playground with a new playground with soft rubberized play surface and shade structure.
- Replace existing sod sports field with a new artificial turf sports field.
- Replace the sports lighting for the football field and the basketball courts with new Musco lighting and control system on the existing concrete poles. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Install bleachers with permanent shade structures for the football field.
- Repair the temporary parking in the swale area along the perimeter streets.
- Renovate and add to the existing parking lot and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Replace the broken perimeter fencing on the south side of the park with a 6-foot vinyl covered chain link fence.
- Install estate fencing along the north, east, and west perimeter of the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Bunche Pool

- Demolish and reconstruct the existing pool and pool house that has been unoccupied for 6 years. New pool house will be ADA compliant.
- Repair and replace existing pool pumps, piping, filters and equipment.
- Renovate and add to the existing parking lot and adapt existing lot to be ADA compliant. Install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install new water fountain(s).
- Install a perimeter fence around the site.
- Extend sidewalk width to be ADA compliant.
- Install new landscaping and irrigation system for the paved parking lot.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Cloverleaf Park

- Replace the existing playground with a new playground with soft rubberized play surface and shade structure.
- Expand and resurface the existing half basketball court and install new backboards and rims.
- Install security lighting and controls for the basketball court.
- Determine the feasibility of relocating/burying electrical cables underground.
- Renovate the existing building and make it ADA compliant. Assess removing or relocating the east exit door.
- Add temporary parking with pavers in the swale area along the street.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Lester Brown Park (Brentwood Park)

- Add a second zone for the existing playground with a soft rubberized play surface and shade structure.
- Remove the existing natural turf sports field and irrigation system underneath.
- Install an artificial turf sports field. Reuse the existing Musco lighting system.
- Install a scoreboard.
- Install bleachers with permanent shade structures on both sides of the field.
- Re-sod the existing practice field.
- Expand the existing parking lot to the south and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Expand existing walking trail with lighting around the perimeter of the park. Add distance marker signage along walking trail.
- Install exercise station with shade structure area funded by CMG and Miami Dolphins.
- Install estate fencing at the entrance to the park and install new 6-foot vinyl covered chain link fence around the remaining perimeter.
- Install new landscaping and irrigation system in the park and the paved parking lot.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Miami Carol City Park

- Renovate restroom building.
- Resurface the four existing basketball courts and install new backboards and rims. Install a shade structure.
- Remove sod from the existing game football field on the south of the park and install an artificial turf sports field.

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Miami Carol City Park (continued)

- Extend the existing Musco sports lighting system to light the practice football field.
- Install a scoreboard.
- Recondition baseball field and replace backstop and dugout fencing.
- Install lighting and distance marker signage along the existing walking trail.
- Install bleachers with permanent shade structure for the football field.
- Replace the existing wood pavilion with a new pavilion with picnic tables, grills, domestic water and electricity.
- Install a new large pavilion with picnic tables, grills, domestic water and electricity.
- Add temporary parking with pavers in the swale area along 187th Street.
- Install additional paved parking north of the recreation building and adapt the existing lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a perimeter chain link fence to improve security at the park. Install estate fencing at the entrance to the park.
- Replace the existing irrigation system for the entire park.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Myrtle Grove Park

- Renovate the existing recreation building.
- ~~Demolish the existing pool, pool house and all of the pool equipment. Sod the area.~~
- Evaluate rebuilding pool based on the physical condition of the existing pool, pool house and all of the pool equipment.
- Replace the playground with a new playground with soft rubberized play surface and shade structure.
- Replace two existing tennis courts with two new basketball courts.
- Demolish existing basketball courts.
- Install additional paved parking to the existing lot and adapt the lot to be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Pending relocation of the existing Parks and Recreation maintenance facility, construct a state-of-the-art gymnasium/field house to host Amateur Athletic Union (AAU) basketball events and other high-profile indoor athletic events.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

North Dade Optimist Park

- Install a scoreboard for the newly completed football field.
- Install bleachers on the north side of the football field and add permanent shade structure.
- Remove existing baseball backstop, benches, and dugout fencing. Sod the area and extend the irrigation system.
- Extend chain link fence to areas where backstop/dugout fencing was removed.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Norwood Park

- Replace the playground with a new playground with soft rubberized play surface and shade structure.
- Demolish the existing 40 year old recreation building. Construct a new larger Recreation Building to support the afterschool and summer camp programs.
- Install a perimeter fence to improve security at the park.
- Install new landscaping and irrigation system in the park.
- Resurface and reconfigure the existing parking lot that is shared with Norwood Pool. The new configuration shall be ADA compliant. Remove existing parking lot lighting system and install new lights for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Norwood Pool

- Inspect and report on the existing poolhouse, pool and pool equipment to determine extent of renovation and replacement.
- Sand-blast and paint the existing pool. Re-tile the existing pool perimeter. Resurface the existing concrete pad around the pool.
- Repair and replace existing pool pumps, piping, filters and equipment as recommended by Inspection Report above.
- Renovate the existing Poolhouse and make it ADA compliant.

Risco Park

- Design and construct a new building for the City's Science, Technology, Engineering and Math (STEM) Center. The STEM Center will include Science Labs, Computer Labs, and other equipment to promote the development of youth through science and technology innovations.

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Risco Park (continued)

- Design and construct a connecting building for the Audio Visual and Performing Arts Center. The Center will have music production and recording studios, television studios, and a presentation room.
- Construct a parking lot that is ADA compliant.
- Remove and/or reposition existing lighting poles.
- Install a new lighting system for the parking lot for improved security and surveillance. The lighting will be controlled by the Musco sports lighting system.
- Install perimeter fencing around the site.
- Install new landscaping and irrigation system in the park and the paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Rolling Oaks Park

The recently completed Rolling Oaks Pedestrian Trail offers a ¾ mile loop of newly paved pathways ideal for walking, jogging and biking and features exercise stations, lighting and benches along the way. The additional work will consist of the following:

- Install a new entrance on NW 183rd Street and NW 14th Avenue with an estate fence and gate on the east and west side of the entrance. Install estate fencing around the perimeter of the park.
- Install new permanent parking lot on the south side of the park near the main entrance and add additional spaces in the existing permanent parking lot on north side of the park.
- Develop multipurpose sports field with artificial turf.
- Install bleachers with permanent shade structures.
- Install a scoreboard.
- Install Musco sports lighting system to light the multipurpose field.
- Construct a new recreation building and remove the trailer being used as a temporary recreation building.
- Install several new pavilions of varied sizes with picnic tables, grills, domestic water and electricity along the walking trail.
- Expand the existing walking trail with additional distance marker signage.
- Purchase and install picnic tables and grills throughout the park.
- Replace existing playground and swings and install two (2) new playgrounds with a soft rubberized play surface and shade structure (one on the north and south side of the park).
- Install other family park amenities as acreage allows.
- Repair and recoat four existing basketball courts.
- Remodel existing public restrooms to be ADA compliant.
- Install new landscaping and irrigation system in the park and paved parking lots.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Scott Park

- Expand existing recreation building.
- Demolish existing Teen building.
- Replace the playground with a new playground with soft rubberized play surface and shade structure.
- Resurface two existing basketball courts and install new backboards and rims.
- Remove the existing wood rail fencing around the perimeter of the park and install a 6-foot vinyl covered chain link fence.
- Renovate the existing multipurpose field with new sod.
- Recondition the existing baseball diamond and replace backstop and dugout fencing. Install outfield fencing/netting.
- Replace the existing irrigation system for the entire park.
- Replace the sports lighting for the multipurpose field, baseball field and basketball courts with new Musco lighting and control system. The replacement will reduce the power consumption by 40% and provide web based controls for the system.
- Add temporary parking with pavers in the swale area along three of the perimeter streets, (176th Street, 15th Court & 179th Street).
- Resurface parking lot.
- Expand sidewalk around perimeter of the site.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Senior Family Center

- Demolish the existing 40 year old one story building.
- Design and construct a new building to be used as the City's Senior Family Center. The Center will include meeting rooms, a dining room and kitchen, classrooms, workout rooms, dance studio, locker rooms, indoor track and a pool.
- Construct a walking trail with distance marker signage.
- Install estate fencing along the perimeter to improve security at the site.
- Replace the existing parking lot with a larger parking lot that is ADA compliant. Install a new lighting system for the lot.
- Install new landscaping and irrigation system on the site and the paved parking lot.
- Develop a botanical garden.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

~~St. Thomas University Sports Complex~~

- ~~Development of an outdoor tennis center and ball fields in partnership with St. Thomas University~~.

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

West Miami Gardens/Florida Memorial University Sports Complex

- Development of 4.2 acres adjacent to the Miami Dade Public Schools Jan Mann Education Center to include a soft surfaced track and multipurpose field. The sports field will host football, soccer and track activities with bleachers, a scoreboard and a Musco sports lighting system for evening events.
- Install a paved parking lot and sidewalks with site lighting.
- Install a perimeter fence with a security booth at the entrance into the site.
- Construct a Public Restroom and equipment storage building with water fountains.
- Install new landscaping and irrigation system on the site and the paved parking lot.
- Install a Video Surveillance System with cameras monitored from the new Real Time Crime Center.

Culinary Arts and Hospitality Institute

- Design and construct a new building behind City Hall to house Culinary Arts and Hospitality Institute featuring a multipurpose banquet facility.

Mobile Stage/Show-mobiles

- A large and medium size mobile staging system is ideal for outdoor events, performances and speaking engagements. Sound and lighting equipment will complement each show-mobile. The Show-mobiles shall be wheelchair accessible.

Automatic License Plate Recognition Systems (ALPRS)

- These systems come in mobile configurations, and are installed in marked or unmarked police vehicles as portable or fixed systems. These systems can alert officers on patrol, as well as the communications center, of individuals who are traveling through the municipality in vehicles that are either stolen and can be used to facilitate the tracking of individuals who may have recently committed crimes. In addition to this function, the system's back office application can be used to store and search vehicle license plate information for investigative purposes.

Deployment Locations for Fixed ALPRS:

- ALPRS at 215th Street & 2nd Ave.
- ALPRS at 199th Street & 2nd Ave.
- ALPRS at 183rd Street & 2nd Ave.
- ALPRS at 175th Street & 2nd Ave.
- ALPRS at 151st Street & 22nd Ave.
- ALPRS at 183rd Street & 37th Ave.
- ALPRS at 183rd Street & 47th Ave.
- ALPRS at 215th Street & 27th Ave.
- ALPRS at 199th Street & 27th Ave.
- ALPRS at 183rd Street & 27th Ave.
- ALPRS at 151st Street & 27th Ave.
- Two Additional Mobile ALPRS systems (2 additional vehicles) to augment the MGPD's single ALPRS

City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-914-9010 Fax 305-622-8001

Mobile Command Center Technological Upgrade

- The existing Mobile Command Center is an important tool for on scene command and control at crime scenes and at natural and man-made disaster situations. The current vehicle has inadequate technology and communications equipment, and is in need of technological upgrades and retrofit, to be able to fully function as a standalone command and communications center.

Real Time Crime Center

- Real Time Crime Centers (RTCC) are a centralized technology center that gives field officers and detectives instant information to help identify patterns and stop emerging crime. They also provide relevant information to improve officer situational awareness, and actionable intelligence to make the City of Miami Gardens safer. Though tech tools such as Video Surveillance Cameras and ALPRS, etc. are valuable; without a RTCC to bring together the terabytes of data that are produced by the technology components, their effectiveness is diminished.

ShotSpotter

- The ShotSpotter gunshot recognition system is used to identify incidents within a 4.5 miles coverage area in the City. Some of the gunfire identified with ShotSpotter would go unreported without the system. Through strategic analysis, tactical responses, and deployment of dedicated personnel, the incidents of gun violence and gunfire are reduced as a result of the implementation of this technology. The lease/purchase of the ShotSpotter system will promote a high level of public safety.

Nothing contained herein shall prevent the City from making deviations to this Plan based upon available resources, changes in circumstances, or the identification of additional revenues.

18605 NW 27 Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9, 2016**		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
					X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X			
Funding Source:			**Advertising Requirement:**		**Yes**	**No**	
					X		
Contract/P.O. Required:	**Yes**	**No**	**RFP/RFQ/Bid #:**		*(Enter #)*		
		X					
Strategic Plan Related:	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:**		
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** **Communication** ☐		N/A		
Sponsor Name:	City Manager, Cameron D. Benson		**Department:**		City Manager's Office		

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY SUNBEAM REALTY, LLC FOR THE REZONING OF PROPERTY LOCATED AT 502 N.W. 207TH STREET, MIAMI GARDENS, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, FROM AU – AGRICULTURAL AND UTILITIES DISTRICT TO R-25 MULTIPLE FAMILY DWELLING RESIDENTIAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Background

The applicant, 199 Sunbeam Realty, LLC, seeks to rezone the subject parcel, located at 502 NW 207th Street, Folio Number (FN) 34-1136-000-0030 in order to develop a multi-family residential development to include both garden apartments and townhouse units. The lot is approximately 36.99 net acres of land or 1, 611,284.4 Square Feet.

Current Situation

The site is currently vacant and unimproved land zoned as AU, Agricultural and Utilities. Surrounding properties to the north, south and east are zoned R-1, Single Family Dwelling Residential; to the west the area is zoned R-50, Multiple Family Dwelling Residential.

Multiple family uses are not permitted under the current AU, Agricultural and Utilities zoning district as per *Sec. 34-287, Use Regulations, Generally-Table 1: Permitted Uses List* of the Land Development Regulations (LDRs). In order to facilitate residential development consistent with the surrounding properties the applicant is requesting a rezoning from AU, Agricultural and Utilities to R-25, Multiple-Family Dwelling Residential.

Table 1: Permitted Uses												
Zoning Districts/Uses	R-1	R-2	**R-15, R-25, R-50**	NC	PCD	EO	OF	I-1	I-2	PD	**AU**	GP
Residential Type Uses												
Residential—multifamily residential*	□	□	**P**	□	SE	□	□	□	□	P	□	□
Residential—single-family-detached residential*	P	P	**P**	□	□	□	□	□	□	P	□	□
Residential—townhouse*	□	□	**P**	□	□	□	□	□	□	P	□	□

Analysis

The proposed rezoning of the subject property from AU, Agricultural and Utilities to R-25, Multiple Family is consistent with the policies and objectives of the City of Miami Gardens' Comprehensive Development Master Plan (CMDP), and satisfies the criteria for granting of amendments or adoption of changes to the text of the LDRs or change of the official zoning map designation of a parcel or parcels.

Proposed Action:

It is recommended the City Council adopt this Ordinance rezoning the subject property from AU, Agricultural and Utilities to R-25, Multiple-Family Dwelling Residential.

Attachments:

Exhibit "A"- Survey and Legal Description

Exhibit “B”- Staff Recommendation

ORDINANCE NO. 2016_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE APPLICATION SUBMITTED BY SUNBEAM REALTY, LLC FOR THE REZONING OF PROPERTY LOCATED AT 502 N.W. 207TH STREET, MIAMI GARDENS, FLORIDA, MORE PARTICULARLY DESCRIBED ON EXHIBIT "A", ATTACHED HERETO, FROM AU – AGRICULTURAL AND UTILITIES DISTRICT TO R-25 MULTIPLE FAMILY DWELLING RESIDENTIAL; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sunbeam Realty, LLC ("Applicant") is the owner of that certain properly located at comprised of 36.99 acres, more particularly described in Exhibit "A" attached, and

WHEREAS, the current zoning of the property is AU – Agricultural and Utilities District ("AU"), and

WHEREAS, the property is currently unimproved and the Applicant proposes to develop a multi-family residential development to include garden apartments and townhouse units, and

WHEREAS, Multiple family uses are not permitted in the AU District, and

WHEREAS, in order to facilitate the proposed redevelopment of the site, the property must be rezoned to R-25 Multiple Family Dwelling Residential, and

WHEREAS, the City's Planning and Zoning Staff has made a determination that the proposed rezoning of the subject property is consistent with the policies and objectives of the City of Miami Gardens' Comprehensive Development Master Plan (CMDP), and

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

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

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

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

Section 2. APPROVAL: The City Council of the City of Miami Gardens, Florida hereby approves the rezoning of that certain property located at 502 N.W. 207th Street, Miami Gardens, Florida, more particularly described on exhibit "A", attached hereto, from AU – Agricultural and Utilities District to R-25 multiple Family Dwelling Residential.

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

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

Section 5. 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 6. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING ON THE _____ DAY OF _____, 2016.

PASSED ON SECOND READING ON THE ____ DAY OF _____, 2016.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____
Second by: _____

VOTE: _____

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

Exhibit “A”- Survey and Legal Description

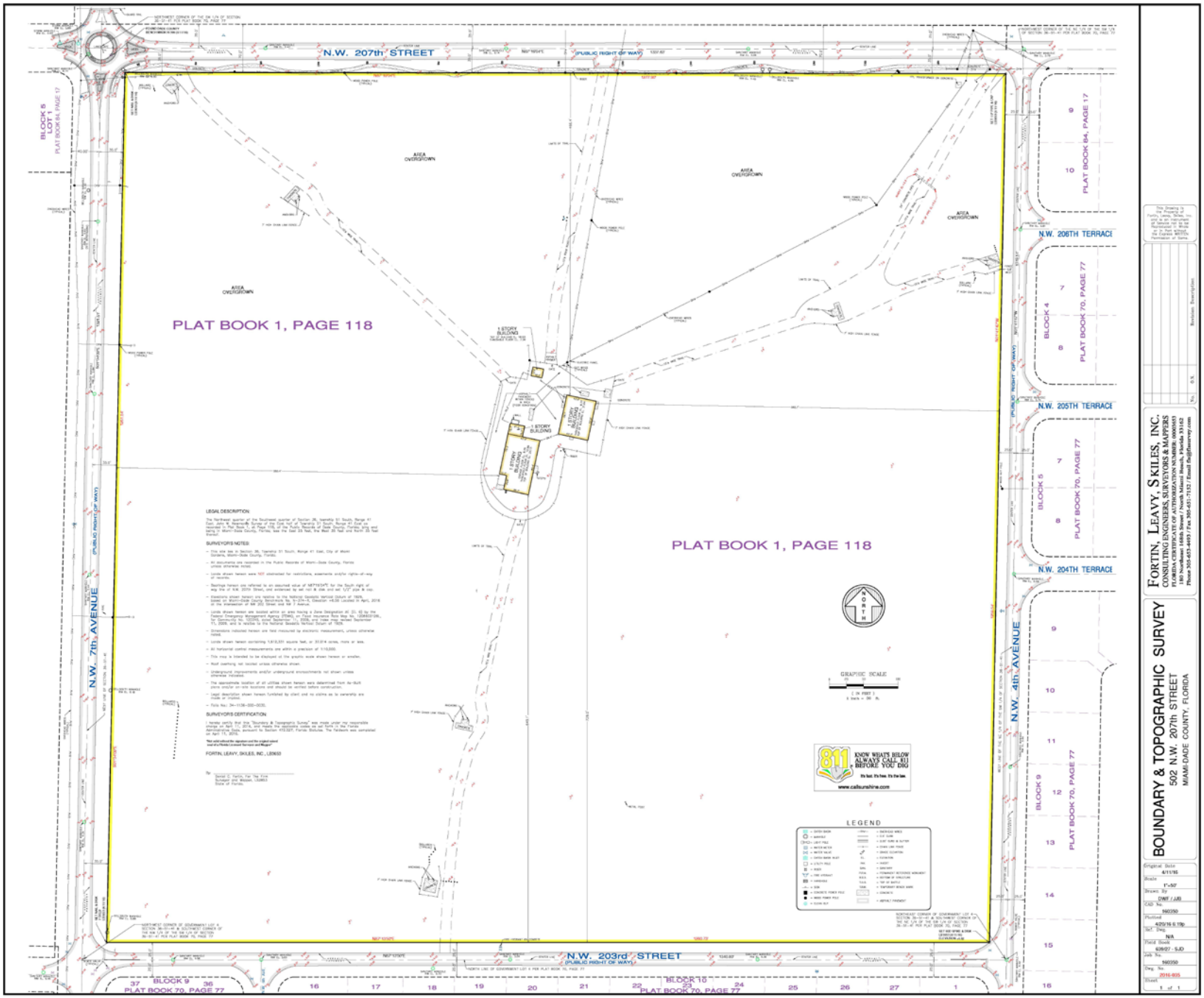
EXHIBIT "A"

LEGAL DESCRIPTION

Parcel Identification Number: 34-1136-000-0030

The NW ¼ of the SW ¼ of Section 36, Township 51 South, Range 41 East, John W. Newman's Survey of the East ½ of Township 51 South, Range 41 East as recorded in Plat Book 1, at Page 118, of the public records of Dade County, Florida; lying and being in Miami-Dade County, Florida; less the East 25 feet, the South 25 feet, the West 35 feet and the North 35 feet thereof.

Address: 502 NW 207 Street, Miami Gardens, FL



FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
11401 N.W. 40th AVENUE / GAINESVILLE, FLORIDA 32606
Phone 352-373-3541 / Fax 352-373-7723 / Email: flsgi@bellsouth.net

BOUNDARY & TOPOGRAPHIC SURVEY

502 N.W. 207th STREET
MIAMI-DADE COUNTY, FLORIDA

Original Date	4/11/16
Scale	1"=50'
Drawn By	DWF / JJB
CAD No.	160350
Plotted	4/20/16 6:19p
Ref. Dwg.	N/A
Field Book	629/27 - SJD
Job No.	160350
Dwg. No.	2016-005
Sheet	1 of 1

PZ-2016-001419
Sunbeam Realty LLC
Vista Lago Project
Rezoning from AU to R-25

Exhibit “B”- Staff Recommendation

STAFF RECOMMENDATION
PZ-2016-001419

APPLICATION INFORMATION

Applicant: 199 Sunbeam Realty, LLC
Property Location: 502 NW 207th Street
Property Size: 36.99 Acres or 1,611,284.4 sq.ft.
Future Land Use: Neighborhood
Existing Zoning: AU, Agricultural and Utilities
Requested Action(s):

1. Rezone to R-25, Multiple Family Dwelling Residential

RECOMMENDATION:
Staff recommends granting the rezoning from AU, Agricultural and Utilities to R-25, Multiple Family Dwelling Residential on the property generally located at 502 NW 207th Street.

REVIEW AND ANALYSIS:

Neighborhood Land Use Characteristics

Property	Future Land Use Designation	Zoning Classification	Existing Use
Subject Site	Neighborhood	AU, Agricultural and Utilities	Vacant
North	Neighborhood	R-1, Single Family Dwelling Residential	Residential
South	Neighborhood	R-1, Single Family Dwelling Residential	Residential
East	Neighborhood	R-1, Single Family Dwelling Residential	Residential
West	Neighborhood	R-50, Multiple Family Dwelling Residential	Residential

Project Summary/Background

The property is currently vacant and zoned for AU, Agricultural and Utilities. The applicant is requesting a rezoning to R-25, Multiple Family Dwelling Residential in order to develop a multi-family project with garden style apartments and townhouse units.

The existing AU, Agricultural and Utilities zoning district does not permit residential development such as garden style apartments or townhouse units per *Sec. 34-287, Use Regulations, Generally-Table 1: Permitted Uses List* of the Land Development Regulations (LDRs).

Table 1: Permitted Uses												
Zoning Districts/Uses	R-1	R-2	**R-15, R-25, R-50**	NC	PCD	EO	OF	I-1	I-2	PD	**AU**	GP
Residential Type Uses												
Residential—multifamily residential*	□	□	**P**	□	SE	□	□	□	□	P	□	□
Residential—single-family-detached residential*	P	P	**P**	□	□	□	□	□	□	P	□	□
Residential—townhouse*	□	□	**P**	□	□	□	□	□	□	P	□	□

A rezoning is being proposed to R-25, Multiple Family Dwelling Residential in order to provide for use and occupancy of single family and multiple family dwellings at medium densities within the 16 to 25 dwelling units per acre range, in addition to essential services and facilities and select public and institutional uses.

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

The subject parcel is designated "Neighborhood" on the Land Use Map of the Future Land Use Element of the Comprehensive Development Master Plan (CDMP). As outlined in Objective 1.2 of the CDMP, the Neighborhood land use designation applies to areas intended for low and medium density residential development with supporting commercial and office uses.

Policy 2.1.2 of the Future Land Use Element indicates that performance standards for low and medium residential uses shall be established as follows:

- Medium Density Residential uses may occur in both Neighborhood and Commerce land use designations.

Staff comment: The site is located within the Neighborhood Land Use Designation.

- Medium Density Residential densities shall range from 16 to 25 dwelling units per gross acre. This density will allow housing types such as townhouses and low to medium rise apartments with surrounding open space.

  Staff comment: The proposed residential development has a density of approximately twelve (12) dwelling units per acre.

- Medium Density Residential shall be limited to two (2) stories.

  Staff Comment: The proposed development will have a total of two (2) stories.

- Medium Density Residential shall be located adjacent to public streets classified as collectors or higher within the Commerce land use category, or arterials if within the Neighborhood land use designation.

  Staff Comment: The site is accessible from NW 207th Street from NW 2nd Avenue which is classified as a Collector and Principal Arterial; and NW 204th Road to NW 2nd Avenue.

- Adequate separation and buffer treatment shall be provided to protect adjacent single-family residential uses.

  Staff Comment: The site will be separated from adjacent low-density residential areas by building setbacks and landscape treatment.

Conclusion: The rezoning request is generally consistent with the policies of the City's Comprehensive Development Master Plan.

Anticipated Facilities Impact

General:

Public Water: Central water appears to be available to this site, and connection shall be required.

Wastewater Disposal: Connection to the public sanitary sewer system is required, unless adequate capacity in this system is not available, in which case an alternative means of sewage disposal may be provided.

Drainage/Water Management: All stormwater runoff must be retained on site utilizing a properly designed system.

Traffic Circulation: A Traffic Analysis will be submitted and reviewed at the time of Site Plan submission to determine the impacts on the Level of Service of roadways in the area.

Education: The City is committed to supporting the Miami Dade County School District's programs to improve Miami Gardens' schools. All residential projects shall fully comply with the District's facility requirements including but not limited to the payment of education impact fees and any additional school facility mitigation fees.

This recommendation to approve the Applicant's rezoning request does not constitute a final development order. Concurrency determinations are not finalized during the zoning approval process; one or more concurrency determinations will subsequently be required.

Zoning Review and Analysis

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

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

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

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

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

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

(5) The development permitted by the application, if granted, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.

Findings of the request pursuant to the rezoning criteria set forth above are as follows:

1. The rezoning request is generally consistent with the policies, goals and objectives of the CDMP while maintaining the basic intent and purpose of the Zoning Code.
2. The rezoning will not affect natural resources in the City and does not impact negatively the stability and character of the area.
3. The rezoning of this property will allow the Applicant to build a multiple family residential development with garden style apartments and townhouse units. The proposed residential development accounts for approximately 12 units per acre, which is below the maximum allowable density of 25 units per acre permitted in the R-25, Multiple Family Dwelling Residential zoning district.
4. The rezoning will not unduly impact water, sewer, drainage, education or recreational facilities.
5. The site is accessible by existing roads and any additional impacts to transportation facilities, streets or highways will be assessed via a Traffic Impact Analysis and mitigated as appropriate in order to safe guard the surrounding community.

Conclusion: The proposed rezoning to R-25, Multiple Family Dwelling Residential is generally consistent with the policies, goals and objectives of the City's Comprehensive Development Master Plan (CDMP), and satisfies Section 34-49(f) of the City's Land Development Regulations (LDRs), which establishes the criteria for granting of amendments or adoption of changes to the text of the LDRs, or change of the actual official zoning map designation of a parcel or parcels.

Attachments:
Attachment "A" - Hearing Area Map
Attachment "B" - Hearing Area Zoning Map

Attachment "A" – Hearing Area Map

Subject Property

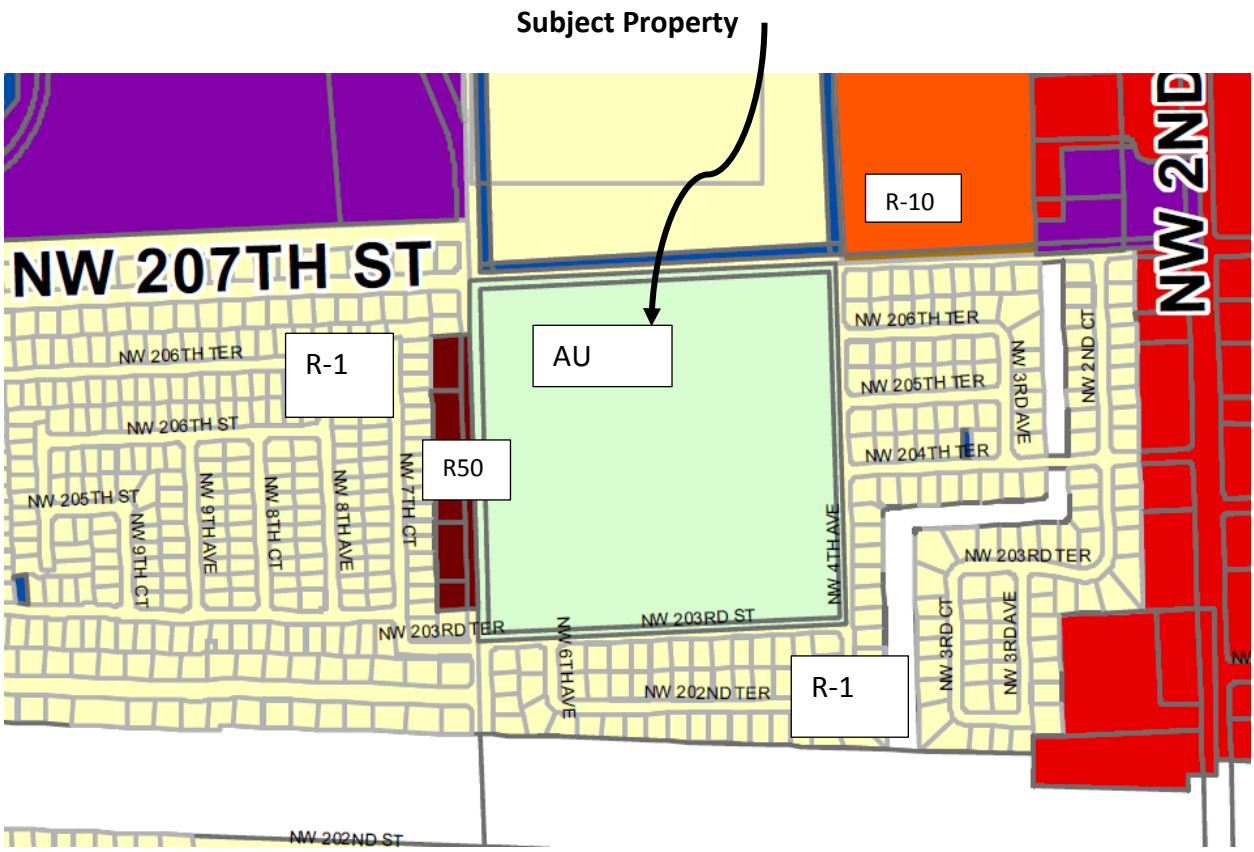
HEARING AREA MAP:

Subject Property:

502 NW 207th STREET

FN 34-1136-000-0030

Attachment "B" – Hearing Area Zoning Map



HEARING AREA ZONING MAP:

Subject Property:

502 NW 207th STREET

FN 34-1136-000-0030

18605 NW 27th Avenue
Miami Gardens, Florida 33056

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**November 9th, 2016**		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**	
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes**	**No**
					X		
Funding Source:	*(Enter Fund & Dept)*		**Advertising Requirement:**		**Yes**	**No**	
					X		
Contract/P.O. Required:	**Yes**	**No**	**RFP/RFQ/Bid #:**		*(Enter #)*		
		X					
Strategic Plan Related:	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:**		
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name:	Cameron D. Benson, City Manager		**Department:**		Planning and Zoning		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA APPROVING THE SPECIAL EXCEPTION APPLICATION SUBMITTED BY FALLEN LEAVES RECOVERY, LLC., TO ALLOW A TREATMENT FACILITY IN THE PLANNED CORRIDOR DEVELOPMENT DISTRICT (PCD) FOR THE PROPERTY LOCATED AT 16805 N.W. 12TH AVENUE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The subject property is zoned PCD, Planned Corridor Development and is designated as Commerce in the City of Miami Gardens Comprehensive Development Master Plan. The property is approximately 4.0 acres (174,240 sq.) in size. The property was developed in 1973 with a 61,939 square foot, 103-unit hotel. The hotel use was discontinued and vacated as of May 31, 2016.

Current Situation

The Applicant, Bilzin Sumberg on behalf of Fallen Leaves Recovery, LLC, wishes to renovate the existing hotel facility and utilize the site for a treatment facility providing high-end inpatient rehabilitation and recovery, including detoxification, partial hospitalization and aftercare therapeutic services for individuals suffering with drug and alcohol addiction.

Section 34-287. - Use regulations, generally of the City's Land Development Regulations (LDRs) requires a Special Exception approval in order to permit a treatment facility in the PCD zoning district. As defined, a Special Exception use is deemed to be generally unsuitable for location in such district, but may be permitted on a case-by-case basis if, after review and possible attachment of conditions pursuant to the procedures and criteria of Section 34-48, the city determines that the use will be appropriate in the given zoning district.

Analysis

The request for Special Exception use to permit a treatment facility was analyzed based on *Section 34-48(g). - Criteria for granting of special exception use approval* as outlined in the LDRs and the following determinations were made:

- The vision for redevelopment within Commerce areas particularly the Palmetto Expressway Special Area as outlined in the CDMP is for the creation of attractive urban places to live, work and shop. Revitalization efforts are to be focused on economic generators that have the greatest positive impact on the City's tax base with minimal to no adverse impacts on adjacent neighborhoods. The proposed special exception use is not consistent with the Goals, Objectives and Policies of the Commerce designation within the Palmetto Expressway Special Area as outlined in the City's CDMP.

- The proposed special exception use is not in harmony with the general character of activity within the neighborhood which is geared more towards office, professional and institutional uses along with nationally recognized commercial tenants such as Mercedes-Benz and United Automobile Insurance Company.

- The proposed special exception use may cause objectionable impacts to the peaceful enjoyment, economic value and development of surrounding properties or the general neighborhood.

Based on the above analysis the use is determined to be inappropriate and does not satisfy the criteria for granting of special exception uses as outlined in Sec. 34-48(g).

Proposed Action:

Recommend denial of the request to adopt a Resolution for a Special Exception Use to allow a Treatment Facility.

Attachments: **Exhibit "A" – Survey & Legal Description**
Exhibit "B" – Staff Recommendation
Exhibit "C" – Mission, Vision and Values

Exhibit "D" – Site Plan
Exhibit "E" – Community Outreach
Exhibit "F" – Distance Survey

RESOLUTION NO. 2016____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA APPROVING THE SPECIAL EXCEPTION APPLICATION SUBMITTED BY FALLEN LEAVES RECOVERY, LLC., TO ALLOW A TREATMENT FACILITY IN THE PLANNED CORRIDOR DEVELOPMENT DISTRICT (PCD) FOR THE PROPERTY LOCATED AT 16805 N.W. 12TH AVENUE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Fallen Leaves Recovery, LLC. ("Fallen Leaves"), is the owner of the property located at 16805 N.W. 12th Avenue, more particularly described on Exhibit "A" attached hereto, and

WHEREAS, the Applicant is seeking special exception approval in accordance with Section 34-48 of the City's Land Development Code, to allow a treatment facility in the Planned Corridor Development District ("PCD"), and

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

WHEREAS, the City's Planning and Zoning staff has reviewed the Application, and recommends denial in accordance with the Staff Report attached hereto on Exhibit "B,"

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: APPROVAL: The City Council of the City of Miami Gardens hereby approves the application submitted by Fallen Leaves, for the property located at 16805

N.W. 12th Avenue, more particularly described on Exhibit "A" attached hereto, for a special exception to allow a treatment facility in the PCD District.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2016.

_____
OLIVER GILBERT, III, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _____
Seconded by: _____

VOTE: _____

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

Exhibit “A” – Survey and Legal Description

EXHIBIT "A"

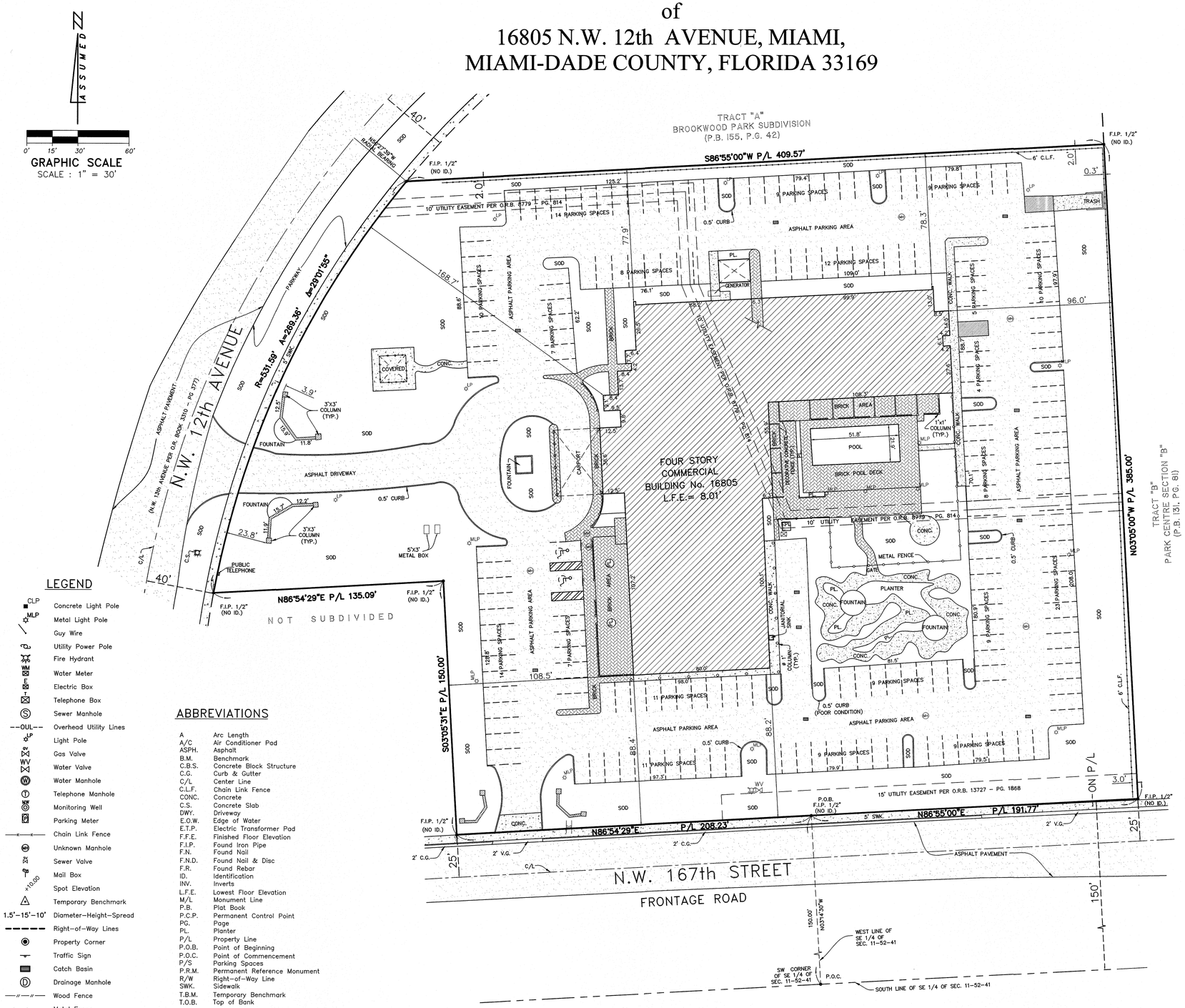
BEING A PORTION OF THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

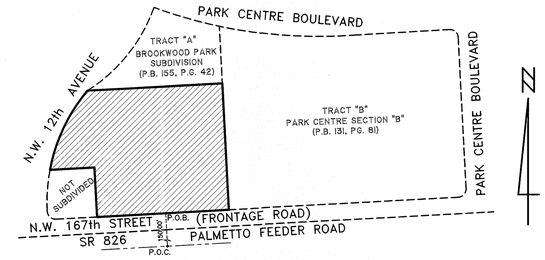
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE RUN NORTH 3 DEGREES 14 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 11 FOR 150.00 FEET TO THE POINT OF BEGINNING, THENCE RUN NORTH 86 DEGREES 55 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH AND 150.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 11 FOR 191.77 FEET; THENCE RUN NORTH 3 DEGREES 05 MINUTES 00 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR 385.00 FEET; THENCE RUN SOUTH 86 DEGREES 55 MINUTES 00 SECONDS WEST FOR 409.57 FEET TO A POINT ON THE NEXT DESCRIBED CURVE; SAID POINT BEARING NORTH 50 DEGREES 27 MINUTES 39 SECONDS WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE RUN SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 531.59 FEET AND A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 55 SECONDS FOR AN ARC DISTANCE OF 269.36 FEET, (THE LAST MENTIONED COURSE BEING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 13TH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 3310, AT PAGE 377 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE RUN NORTH 86 DEGREES 54 MINUTES 29 SECONDS EAST, FOR 135.09 FEET; THENCE RUN SOUTH 3 DEGREES 05 MINUTES 31 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR 150.00 FEET; THENCE RUN NORTH 86 DEGREES 54 MINUTES 29 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE AND ALONG A LINE PARALLEL WITH AN 150.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11 FOR 208.23 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

BOUNDARY SURVEY

of

16805 N.W. 12th AVENUE, MIAMI,
MIAMI-DADE COUNTY, FLORIDA 33169





LOCATION SKETCH

NOT TO SCALE

LEGEND

- CLP Concrete Light Pole
- MLP Metal Light Pole
- Guy Wire
- Utility Power Pole
- Fire Hydrant
- WM Water Meter
- Electric Box
- Telephone Box
- Sewer Manhole
- --OUL-- Overhead Utility Lines
- LP Light Pole
- Gas Valve
- WV Water Valve
- Water Manhole
- Telephone Manhole
- MW Monitoring Well
- Parking Meter
- Chain Link Fence
- Unknown Manhole
- Sewer Valve
- Mail Box
- +10.00 Spot Elevation
- Temporary Benchmark
- 1.5'-15'-10' Diameter-Height-Spread
- Right-of-Way Lines
- Property Corner
- Traffic Sign
- Catch Basin
- Drainage Manhole
- Wood Fence
- Metal Fence
- C.B.S. Wall
- Clean Out
- GP Guard Pole
- NN Back Flow Preventer
- ICV Irrigation Control Valve
- Drain
- Air Conditioner
- Water Pump

ABBREVIATIONS

A	Arc Length
A/C	Air Conditioner Pad
ASPH.	Asphalt
B.M.	Benchmark
C.B.S.	Concrete Block Structure
C.G.	Curb & Gutter
C/L	Center Line
C.L.F.	Chain Link Fence
CONC.	Concrete
C.S.	Concrete Slab
DWY.	Driveway
E.O.W.	Edge of Water
E.T.P.	Electric Transformer Pad
F.F.E.	Finished Floor Elevation
F.I.P.	Found Iron Pipe
F.N.	Found Nail
F.N.D.	Found Nail & Disc
F.R.	Found Rebar
ID.	Identification
INV.	Inverts
L.F.E.	Lowest Floor Elevation
M/L	Monument Line
P.B.	Plat Book
P.C.P.	Permanent Control Point
PG.	Page
PL.	Planter
P/L	Property Line
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
P/S	Parking Spaces
P.R.M.	Permanent Reference Monument
R/W	Right-of-Way Line
SWK.	Sidewalk
T.B.M.	Temporary Benchmark
T.O.B.	Top of Bank
U.E.	Utility Easement
V.G.	Valley Gutter
W.F.	Wood Fence
(TYP.)	Typical
R	Recorded

SURVEYOR'S NOTES:

1. Field Survey was completed on: October 13th, 2016.

2. LEGAL DESCRIPTION:

Being a portion of the South 1/2 of Section 11, Township 52 South, Range 41 East, Miami-Dade County, Florida more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 11; thence run North 3 degrees 14 minutes 30 seconds West, along the West line of the Southeast 1/4 of said Section 11 for 150.00 feet to the Point of Beginning; thence run North 86 degrees 55 minutes 00 seconds East along a line parallel with and 150.00 feet North of as measured at right angles to the South line of the Southeast 1/4 of said Section 11 for 191.77 feet; thence run North 3 degrees 05 minutes 00 seconds West, at right angles to the last described course for 385.00 feet; thence run South 86 degrees 55 minutes 00 seconds West for 409.57 feet to a point on the next described curve; said point bearing North 50 degrees 27 minutes 39 seconds West from the radius point of the next described curve; thence run Southwesterly along a circular curve to the left having a radius of 531.59 feet and a central angle of 29 degrees 01 minutes 55 seconds for an arc distance of 269.36 feet, (the last mencioned course being along the Easterly Rigth-of-way of Northwest 13th Avenue, as recorded in Official Records Book 3310, at page 377 of the Public Records of Miami-Dade County, Florida.); thence run North 86 degrees 54 minutes 29 seconds East, for 135.09 feet; thence run South 3 degrees 05 minutes 31 seconds East, at right angles to the last described course for 150.00 feet; thence run North 86 degrees 54 minutes 29 seconds East, at right to the last described course and along a line parallel with and 150.00 feet North of as measured at right angles to the South line of the Southwest 1/4 of said Section 11 for 208.23 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

Containing 174,0.32 Square Feet or 4.00 acres, more or less, by calculation.

3. SOURCES OF DATA:

AS TO HORIZONTAL CONTROL:

North Arrow and Bearings refer to an assumed value of N89°54'29"E along the Southerly line of the Subject Property, Miami-Dade County, Florida, Said line is considered well-established and monumented.

AS TO VERTICAL CONTROL:

By scaled determination the subject property lies in Flood Zone X, as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120635, Map No. 12086C0308, Suffix L, Revised Date: 09-11-2009.
An accurate Zone determination should be made by the preparer of the map, the Federal Emergency Management Agency, or the Local Government Agency having jurisdiction over such matters prior to any judgments being made from the Zone as noted. The referenced Federal Emergency Management Agency Map states in the notes to the user that "this map is for insurance purposes only".

4. ACCURACY:

The accuracy obtained by measurement and calculation of closed geometric figures was found to exceed this requirement.

5. LIMITATIONS:

Since no other information other than what is cited in the Sources of Data was furnished, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map or contained within this Report that may be found in the Public Records of Miami-Dade County, or the records of any other public and private entities as their jurisdictions may appear. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear in public records. No excavation or determination was made as to how the Subject Property is served by utilities. No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon. This notice is required by the "Standards of Practice for Land Surveying in the State of Florida," pursuant to Rule 5J-17 of the Florida Administrative Code.

Notice is hereby given that Sunshine State One Call of Florida, Inc. must be contacted at 1-800-432-4770 at least 48 hours in advance of any construction, excavation or demolition activity within, upon, abutting or adjacent to the Subject Property. This Notice is given in compliance with the "Underground Facility Damage Prevention and Safety Act," pursuant to Chapter 556.101-111 of the Florida Statutes.

CERTIFY TO:

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: That the Boundary Survey of the above described property is true and correct to the best of my knowledge and belief as recently surveyed under my direction. Further, there are no above ground encroachments unless shown. This survey meets the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers, in Chapter 5J-17, Florida Administrative Code, pursuant to section 472.027 Florida Statutes. Examination of the abstract of title will have to be made to determine recorded instruments, if any, affecting the property. Location and identification of utilities adjacent to the property were not secured as such information was not requested.

Ownership is subject to opinion of title.

J. Bonfill & Associates, Inc.
Florida Certificate of Authorization Number LB 3398

By: _____

Oria Jannet Suarez, P.S.M.
Professional Surveyor and Mapper Number No. LS 6781
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

J. Bonfill & Associates, Inc.
REGISTERED LAND SURVEYORS & MAPPERS
Florida Certificate of Authorization LB3398
7100 S.W. 99th Avenue Suite 104
Miami, Florida 33173 (305) 598-8383

BOUNDARY SURVEY
of
16805 N.W. 12th AVENUE, MIAMI,
MIAMI-DADE COUNTY, FLORIDA 33169
for
FALLEN LEAVES RECOVERY, LLC

REVISIONS	BY

Project:	05-0093
Job:	16-0288
Date:	10-13-2016
Drawn:	G.M., E.F., L.C. , A.A
Checked:	J.S.
Scale:	AS SHOWN
Field Book:	ON FILE
SHEET 1 OF 1	

Exhibit “B” – Staff Recommendation

STAFF RECOMMENDATION
PZ-2016-001500

APPLICATION INFORMATION

Applicant: Fallen Leaves Recovery, LLC
Property Location: 16805 NW 12th Avenue
Property Size: 4.0 acres (174,240 sq. ft.)
Future Land Use: Commerce
Existing Zoning: PCD, Planned Corridor Development
Requested Action(s):

1. Special Exception use to allow a treatment facility in the PCD, Planned Corridor Development District

---

RECOMMENDATION:

Recommendation is to deny the request for Special Exception use to allow a treatment facility in the PCD, Planned Corridor Development zoning district.

REVIEW AND ANALYSIS:

Neighborhood Land Use Characteristics

Property	**Future Land Use Designation**	**Zoning Classification**	**Existing Use**
Site	Commerce	PCD, Planned Corridor Development	Commercial
North	Commerce	PCD, Planned Corridor Development	Commercial
South	Commerce	PCD, Planned Corridor Development	Commercial
East	Commerce	PCD, Planned Corridor Development	Commercial
West	Commerce	PCD, Planned Corridor Development	Commercial

The subject property is zoned PCD, Planned Corridor Development and is designated as Commerce in the City of Miami Gardens Comprehensive Development Master Plan. The property is approximately 4.0 acres (174,240 sq.) in size.

Project Summary/Background

The property was developed in 1973 with a 61,939 square foot, 103-unit hotel. The hotel use was discontinued and vacated as of May 31, 2016.

The Applicant, Bilzin Sumberg on behalf of Fallen Leaves Recovery, LLC, wishes to renovate the existing hotel facility and utilize the site for a treatment facility providing high-end inpatient rehabilitation and recovery, including detoxification, partial hospitalization and aftercare therapeutic services for individuals suffering with drug and alcohol addiction.

Section 34-287. - Use regulations, generally of the City's Land Development Regulations (LDRs) requires a Special Exception approval in order to permit a treatment facility in the PCD zoning district. As defined, a Special Exception use is deemed to be generally unsuitable for location in such district, but may be permitted on a case-by-case basis if, after review and possible attachment of conditions pursuant to the procedures and criteria of Section 34-48, the city determines that the use will be appropriate in the given zoning district.

The Applicant is seeking Special Exception approval pursuant to Section 34-48 of the City's LDRs to permit the operation of a treatment facility.

Consistency with the City of Miami Gardens Comprehensive Development Master Plan

The major premise of the Comprehensive Development Master Plan (CDMP) includes:

1. **Protect and conserve established neighborhoods of low to low-medium density residential development interspersed with small-scale commercial use plus public and semi-public facilities.**
2. **Revitalize and redevelop the City's major commercial-industrial corridors with higher intensity and density, mixed use development.**

The subject property is located in the PCD, Planned Corridor Development District. The purpose and intent of the PCD zoning district is to implement the Commerce land use category of the CDMP.

Allowable uses include multiple-family residential dwellings, a wide range of commercial uses, select recreation and entertainment uses, mixed residential and commercial uses, select public and institutional uses, and places of assembly.

Objective 1.3: The "Commerce" Land Use Designation

The Commerce designation is intended for planned urban commercial, urban industrial, urban cultural and economic hubs. Commerce areas shall include existing and planned activity centers primarily located along the City's three major arterial roadway corridors.

Policy 1.3.2: Within the context of this plan element, Commercial and Office generally means retail sales and services whereby goods and services are provided. Offices and other

activities including but not limited to restaurants and as well as automobile-oriented activities are also included.

Policy 1.3.5: Future development and redevelopment in Commerce areas shall be designed to provide attractive urban places to live, work and shop.

Policy 1.3.6: Uses that are consistent with the Commerce land use category include mixed use developments such as Urban Center, Urban Core and Golden Glades-Palmetto Area, single use developments including Urban Commercial and Office, Urban Industrial, residential development including Medium Density Residential, Medium-High Density Residential, High Density Residential, and Very High Density Residential plus Public and Semi-Public uses.

Objective 1.5: Special Areas

The City of Miami Gardens shall work diligently to implement the following policies intended to enhance specific areas of the City:

Policy 1.5.6: Miami Garden's Gateway. The Palmetto Expressway or State Road 826 represents a gateway for Miami Gardens. The gateway begins at the Golden Glades Interchange. Large scale retail outlets dot the roadway as well as two large industrial parks and two private universities. Traffic counts are very high. Visibility and access are excellent. Ongoing City projects should provide for major beautification of the city's segment of the Palmetto Expressway.

Policy 1.5.7: Vision for Palmetto Expressway. The city should develop a comprehensive approach or vision for developing and redeveloping the Palmetto Expressway Corridor. Key focal points, economic generators and institutions should be incorporated into the vision for the Palmetto.

Objective 2.6: **Land Use Compatibility**

The City shall ensure that the land development regulations contain criteria to mitigate negative impacts that incompatible land uses may have on the neighboring areas.

Policy 2.6.6: Development in commercial and industrial areas shall be designed to have minimal or no adverse impact on adjacent neighborhoods and priority will be given to uses that have the greatest positive impact on the City's tax base and provide good paying, value added jobs with a future to the community.

Conclusion: The proposed Community Residential Facility is not consistent with the Goals, Objectives and Policies of the City of Miami Gardens' CDMP.

Zoning Review and Analysis

The City Council may grant or deny approval of a special exception use request as set forth in Section 34-48(g) of the City's Zoning and Land Development Code:

Criteria for granting of special exception use approval:

(1) The special exception use will be consistent with the city's comprehensive development master plan;

(2) The special exception use will be in harmony with the general character of the neighborhood considering population density, design, scale and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions, and number of similar uses;

(3) The special exception use will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood; and will cause no objectionable noise, vibrations, fumes, odors, dust, glare, electrical interference, or physical activity;

(4) The special exception use will have no detrimental effect on vehicular or pedestrian circulation and flow within the vicinity of the use. The special exception will not adversely affect the health, safety, security, morals, or general welfare of residents, visitors, or workers in the area;

(5) The special exception will not, in conjunction with existing and proposed development in the area and development permitted under existing zoning, overburden existing public services and facilities, including schools, parks, police and fire protection, water, sanitary sewer, public roads, storm water drainage, and other public improvements and services;

(6) That the special exception use otherwise meets the definition standards set forth elsewhere in this chapter for such particular use; and

(7) That development, use and operation of the site will be in compliance with all applicable code regulations, development standards and any additional standards imposed by the city council or zoning appeals board with the intent of protecting adjacent properties and preserving neighborhood character.

The proposed special exception use request for a Treatment Facility was analyzed for the criteria set forth above and the following determinations were made by staff:

- The vision for redevelopment within Commerce areas particularly the Palmetto Expressway Special Area as outlined in the CDMP is for the creation of attractive urban places to live, work and shop. Revitalization efforts are to be focused on economic generators that have the greatest positive impact on the City's tax base with minimal to no adverse impacts on adjacent neighborhoods. The proposed special exception use is not consistent with the Goals, Objectives and Policies of the Commerce designation within the Palmetto Expressway Special Area as outlined in the City's CDMP.
- The proposed special exception use is not in harmony with the general character of activity within the neighborhood which is geared more towards office, professional and institutional uses along with nationally recognized commercial tenants such as Mercedes-Benz and United Automobile Insurance Company.

- The proposed special exception use may cause objectionable impacts to the peaceful enjoyment, economic value and development of surrounding properties or the general neighborhood.

Conclusion

The City's LDRs allows the review of special exception use on a case-by-case basis and allows the attachment of conditions on the proposed use. Based on the above analysis, the application does not satisfy the criteria for granting of special exception uses as outlined in Section 34-48 (g) of the City's LDRs.

ATTACHMENTS: **Attachment "A" - Hearing Area Aerial Map**
Attachment "B" - Hearing Area Zoning Map

ATTACHMENT "A"

HEARING AREA MAP

Subject Property

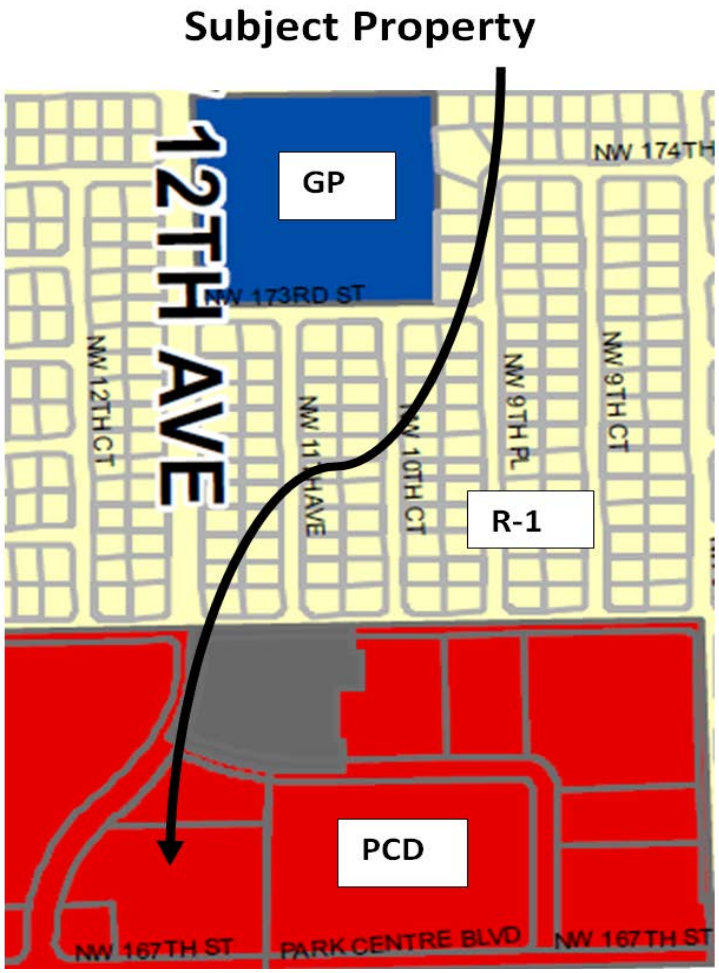
Subject Property:

16805 NW 12th AVE

Folio # 34-2111-000-0062

ATTACHMENT "B"

HEARING AREA ZONING MAP:



Subject Property:

16805 NW 12th AVENUE

Folio #34-2111-000-0062

Exhibit “C” – Mission, Vision and Values


Fallen
Leaves
RECOVERY
CENTER

Overview of our services to be offered. We are very exited and proud to be providing the highest quality of recovery for our future patients, friends and families. Our mission is to improve all aspects of there mental, spiritual and physical wellness.

Comprehensive adult program incorporates medical management, 12 step recovery concepts, Individual, group and family therapy, nutrition and wellness therapy, experiential therapies, continuum of care services and success based outcome studies. 24/7 monitored care by highly trained and credentialed physicians , nurses, clinicians and technicians. Co-occurring disorders addressed include chemical dependency, ptsd, depression, anxiety, mood disorders/bi-polar disorders, add/adhd, pain issues, grief and loss issues, anger management, obsessive compulsive disorders, family conflict.

FALLEN LEAVES VISION

Our vision is to build a continuum of effective, high-quality chemical dependency treatment services and to become the addiction treatment provider of first choice with a regional and national reputation for client-centered programs that succeed.

FALLEN LEAVES MISSION

Fallen Leaves Wellness will provide a solid foundation for recovery and improve the overall quality of life for individuals with substance abuse and related mental health problems. To achieve this mission, our professionals utilize an integrative treatment approach that incorporates the best clinical practices and evidence-based treatment strategies available in the addiction field.

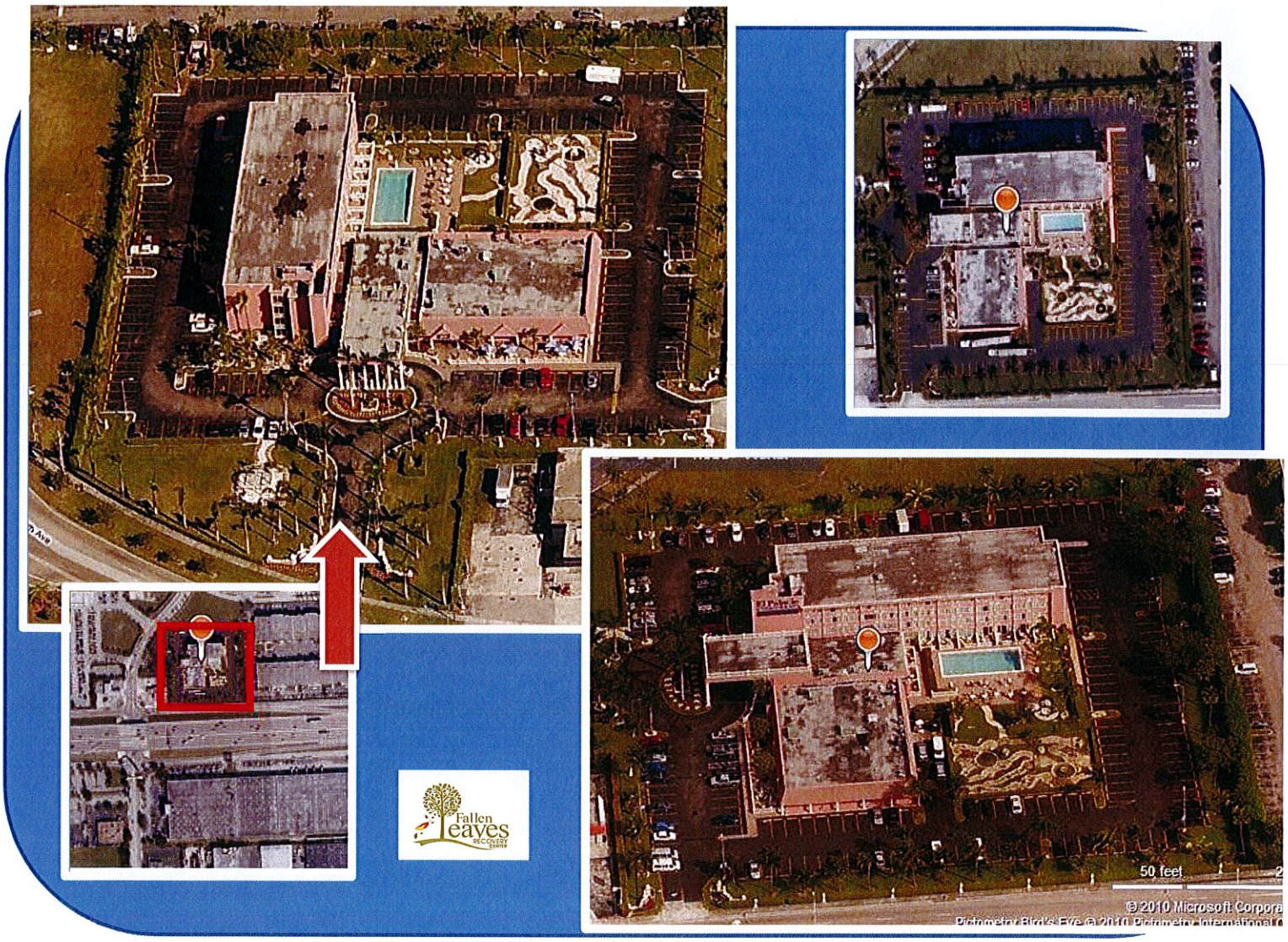
FALLEN LEAVES VALUES

Our employee values that guide us in our mission and vision are:

Caring and respect for our clients and fellow professionals, Quality excellence and professionalism in delivery of patient-focused care, Outstanding client service, Individualized state-of-the-art treatment, Exceptional qualified and experienced staff, Enlightened leadership Integrity in all fiscal and financial matters, and adherence to industry standards in the best interest of our clients and promoting health care.

Fallen Leaves
RECOVERY CENTER

16805 NW 12 AV MIAMI, FL 33169
103 ROOMS
3 FLOORS
173.000 SQ. FT.
RESTAURANT, POOL, CONFERENCE ROOMS, PARKING


Fallen Leaves
RECOVERY CENTER
50 feet
© 2010 Microsoft Corpora

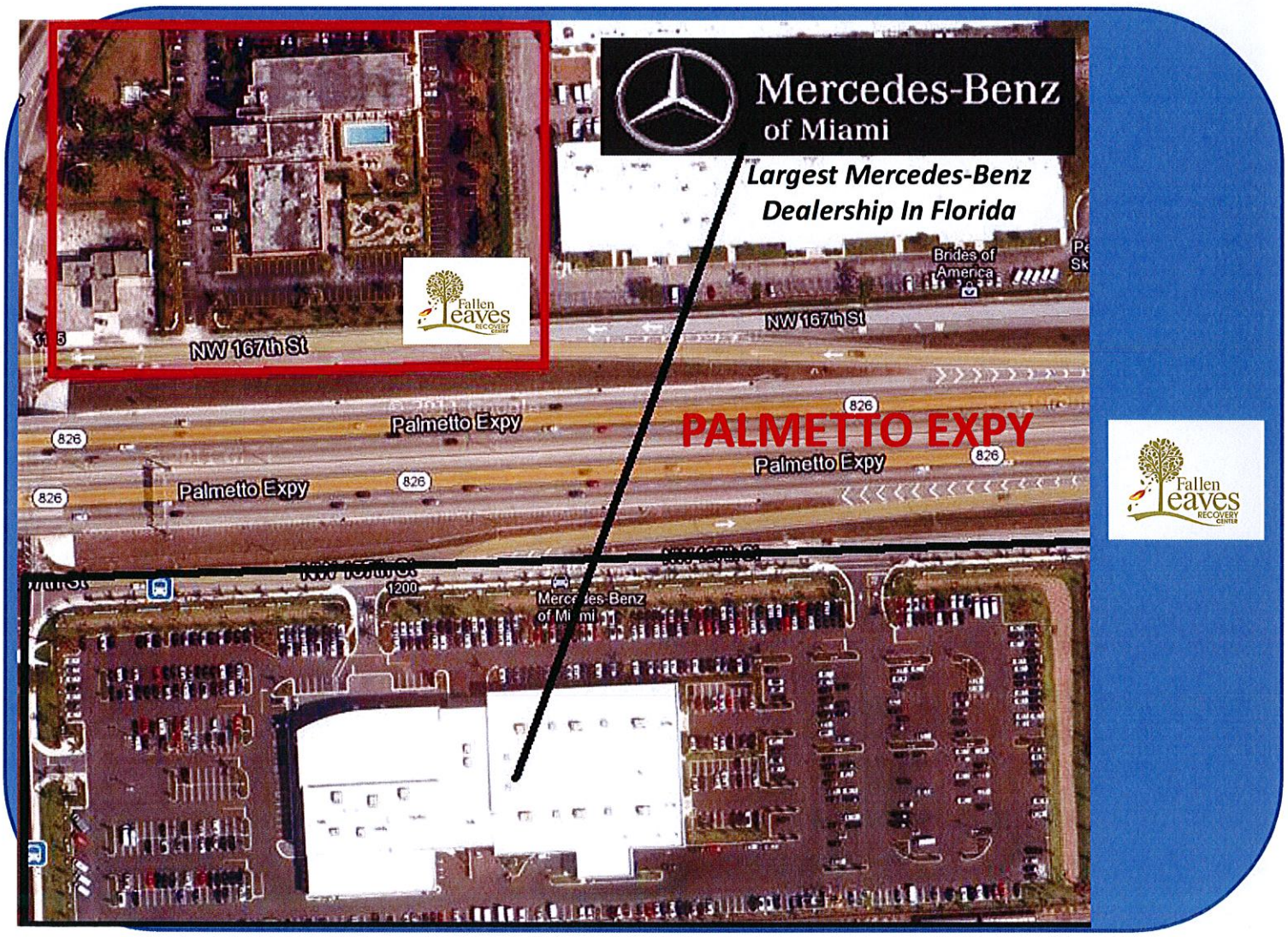
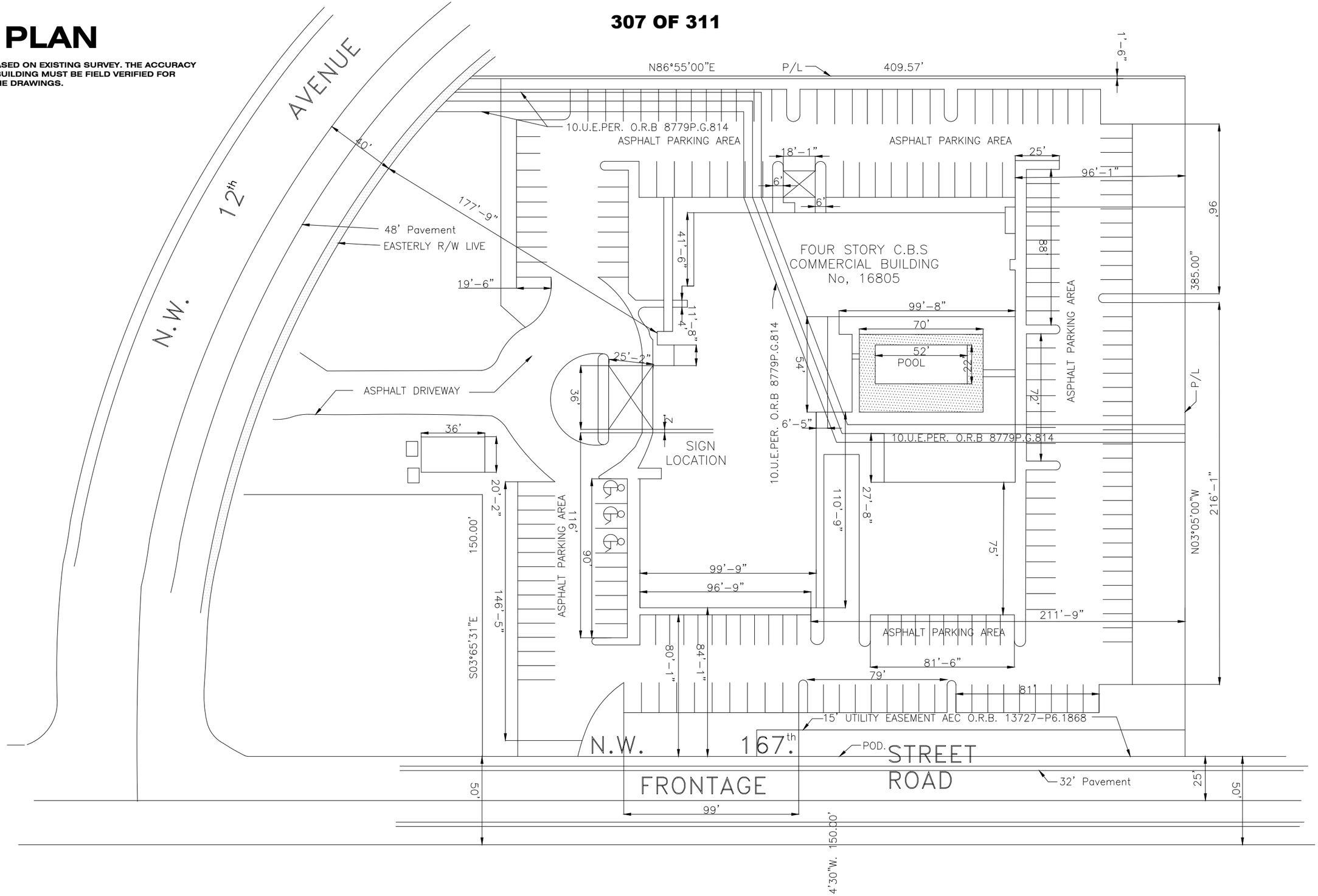

Mercedes-Benz
of Miami
Largest Mercedes-Benz
Dealership In Florida
Fallen Leaves
NW 167th St
Palmetto Expy
826
PALMETTO EXPY
Palmetto Expy
Brides of America
Mercedes-Benz
of Miami
1200
Fallen Leaves

Exhibit “D” – Site Plan

SITE PLAN

DRAWINGS ARE BASED ON EXISTING SURVEY. THE ACCURACY OF THE SITE AND BUILDING MUST BE FIELD VERIFIED FOR FUTURE USE OF THE DRAWINGS.

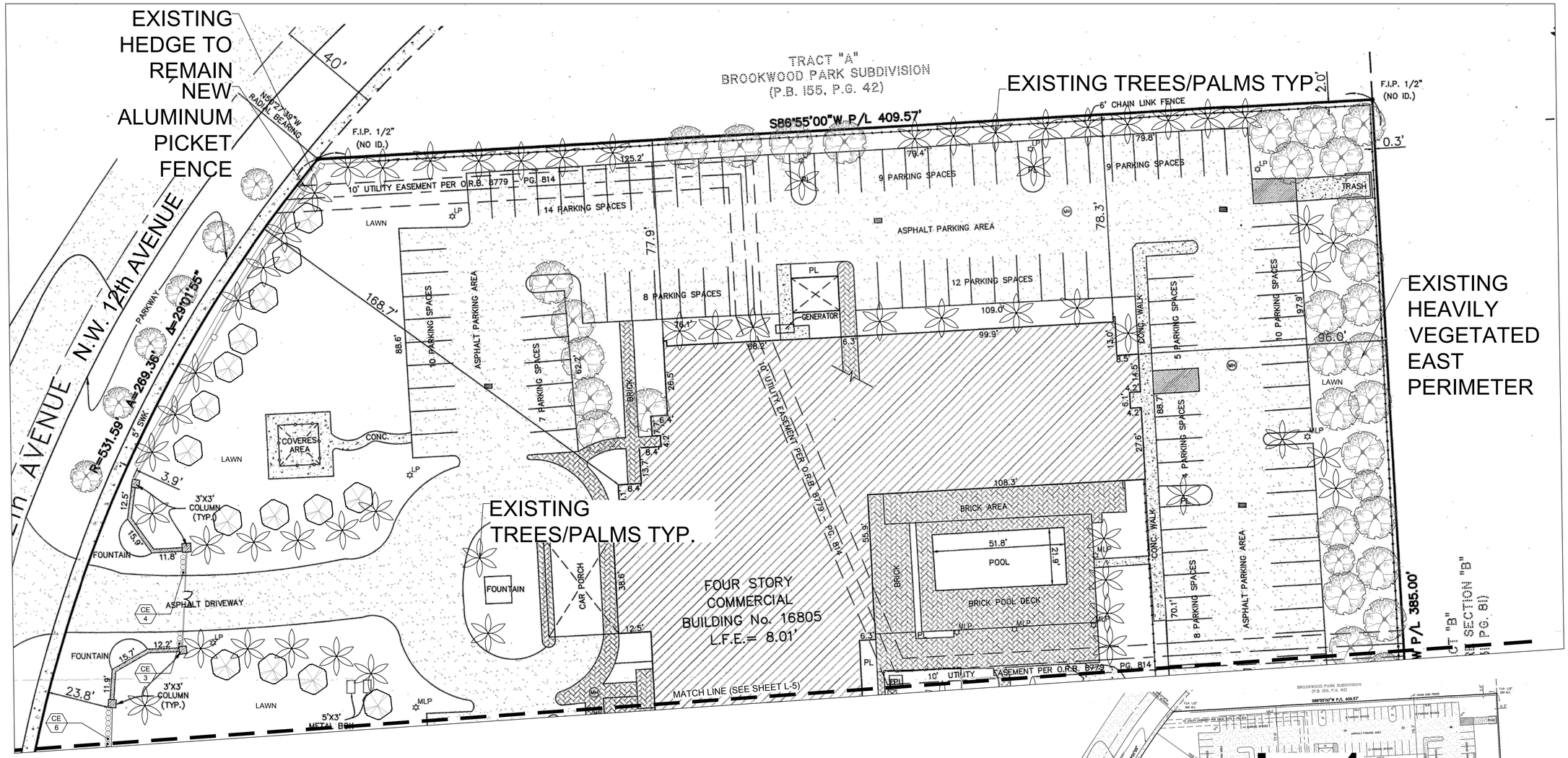


16805 NW 12TH AVE
MIAMI, FL 33169
-SITE PLAN-

ELA
edward lewis architects

EDWARD LEWIS ARCHITECTS - 2100 PONCE DE LEON BLVD., SUITE 825, CORAL GABLES, FL, 33134 - PH: 305-234-0576

Plotted: Mar 17, 2016



LANDSCAPE PLAN

Scale: 1"=20'-0"

NORTH

SYMBOL LEGEND

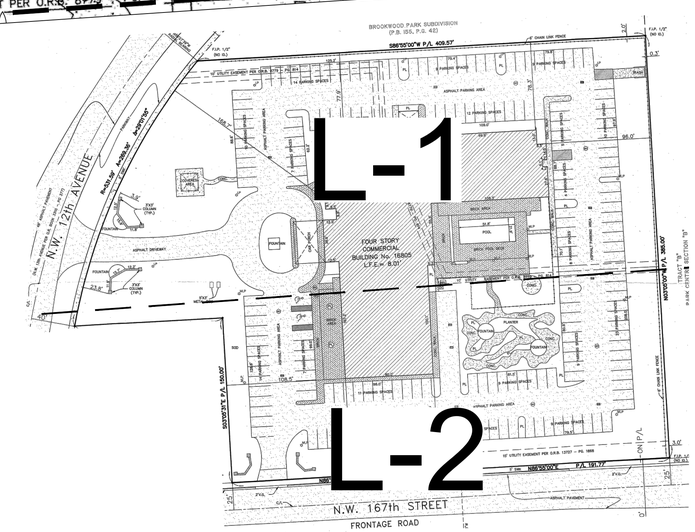
Existing Palm

Existing Tree

LANDSCAPE LIST

TREES			
SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	31	*Coccoloba diversiflora	12' HT. X 5' SPR. 3" CAL.
		PIGEON PLUM	F.G.
SHRUBS AND GROUNDCOVERS			
SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
CE	291	*Conocarpus erectus	24" HT. X 24" SPR. / 24" O.C.
		GREEN BUTTONWOOD	3 GAL.
LAWN	As Required	Stenotaphrum secundatum 'Floratam'	SOLID EVEN SOD
		ST. AUGUSTINE GRASS	

* DENOTES NATIVE SPECIES



KEY PLAN

Scale: N.T.S.

NORTH

WITKIN HULTS DESIGN GROUP, Inc.
3200 North Hollywood Boulevard
Hollywood, Florida 33021
phone: 954.923.9681 facsimile: 954.923.9689
www.witkindesign.com

Project:

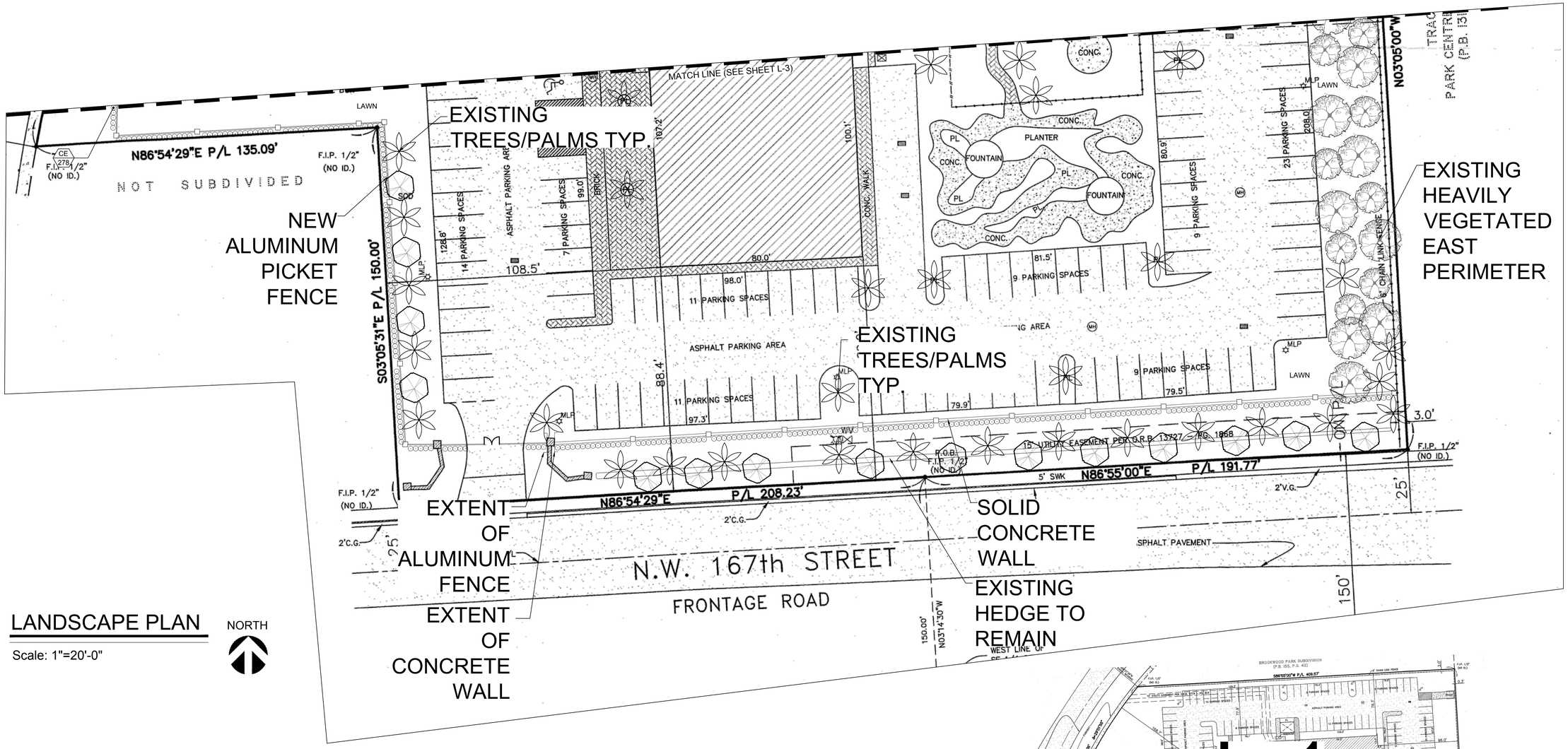
FALLING LEAVES
MIAMI GARDENS, FL
LANDSCAPE PLAN

Revisions:	Date:	By:

Seal:

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Landscape Plan
Date: 10/05/2016
Scale: See Left
Drawn by: LD
Sheet No.:
L-1
Cad Id.: 2016-090



LANDSCAPE PLAN

Scale: 1"=20'-0"

NORTH

SYMBOL LEGEND

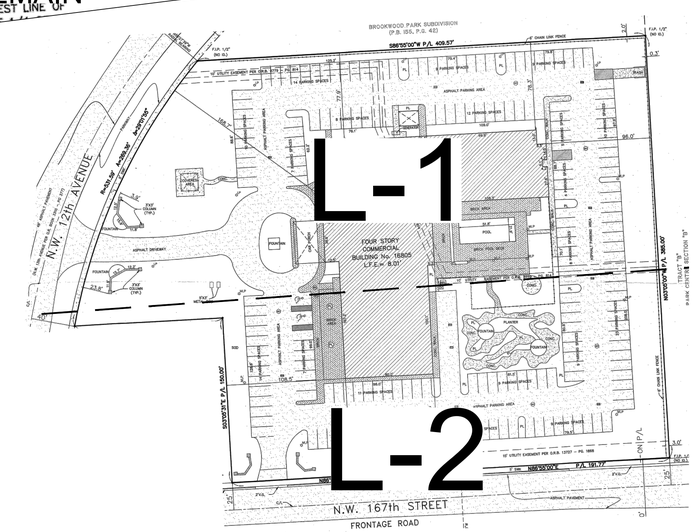
Existing Palm

Existing Tree

LANDSCAPE LIST

TREES			
SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	31	*Coccoloba diversiflora	12' HT. X 5' SPR. 3" CAL.
		PIGEON PLUM	F.G.
SHRUBS AND GROUNDCOVERS			
SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
CE	291	*Conocarpus erectus	24" HT. X 24" SPR. / 24" O.C.
		GREEN BUTTONWOOD	3 GAL.
LAWN	As Required	Stenotaphrum secundatum 'Floratam'	SOLID EVEN SOD
		ST. AUGUSTINE GRASS	

* DENOTES NATIVE SPECIES



KEY PLAN

Scale: N.T.S.

NORTH

WITKIN HULTS DESIGN GROUP, INC.
3020 North Ft. Lauderdale Boulevard, Suite 200
Ft. Lauderdale, Florida 33311
phone: 954.923.9681 facsimile: 954.923.9689
www.witkindesign.com

Project:

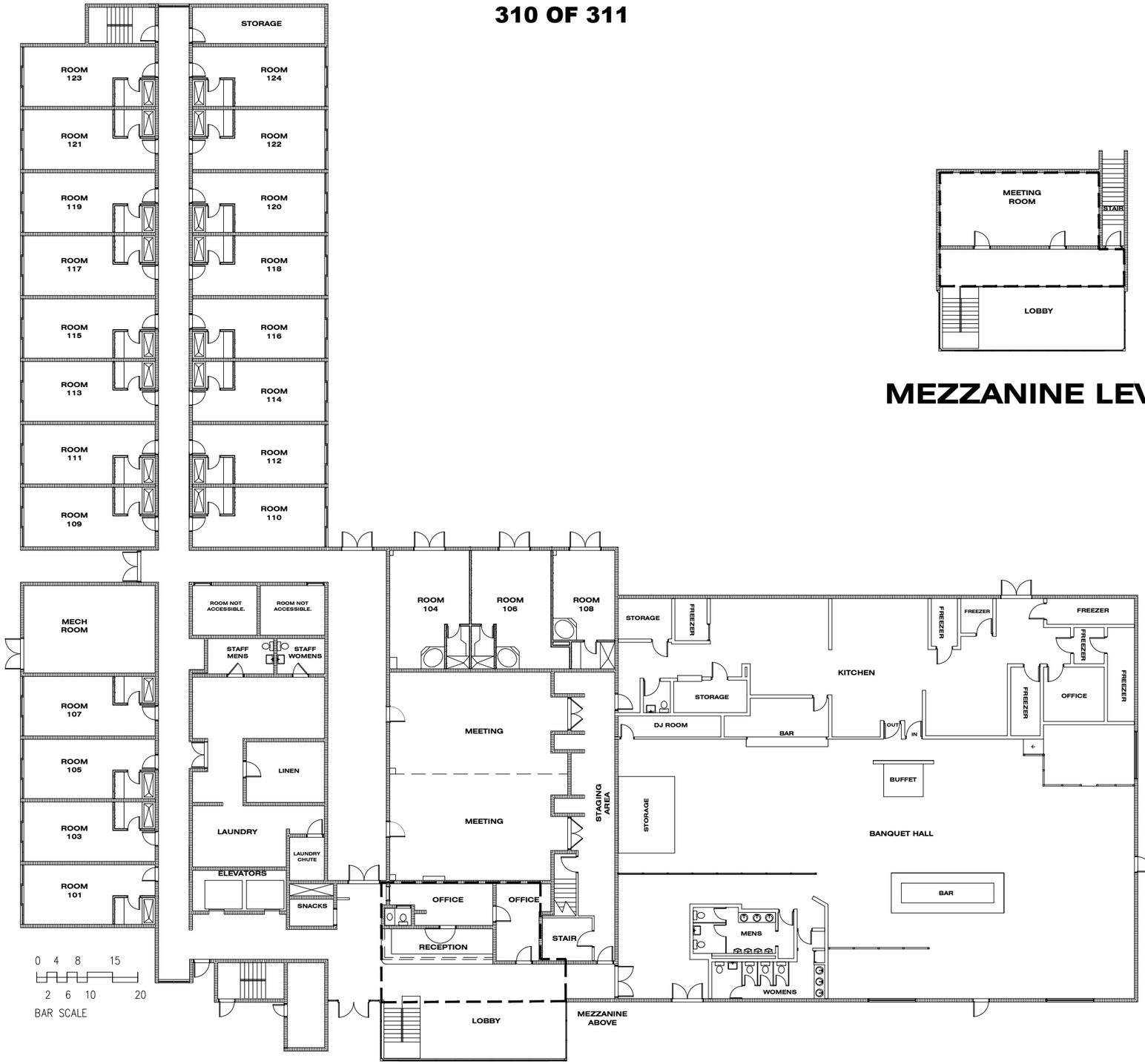
FALLING LEAVES
MIAMI GARDENS, FL
LANDSCAPE PLAN

Revisions:	Date:	By:

Seal:

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Landscape Plan
Date: 10/05/2016
Scale: See Left
Drawn by: LD
Sheet No.: L-2
Cad Id.: 2016-090



MEZZANINE LEVEL

FIRST FLOOR

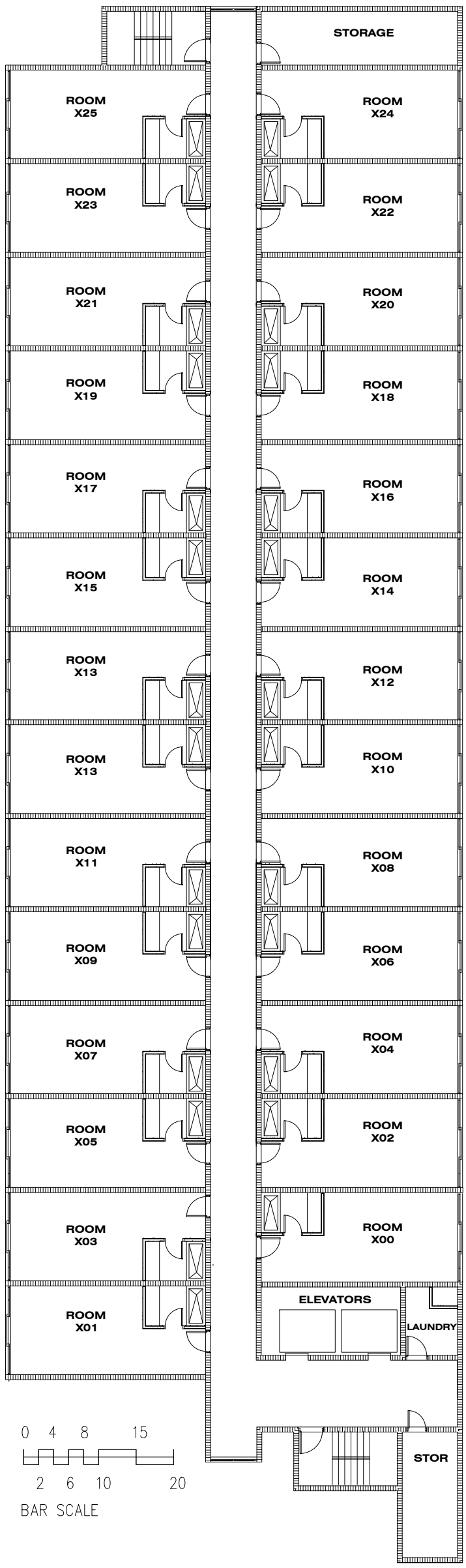
DRAWINGS ARE BASED ON AS BUILT INFORMATION, MANY OF THE ROOMS WERE NOT ACCESSIBLE THEREFORE THE ACCURACY OF EACH ROOM MUST BE FIELD VERIFIED FOR FUTURE USE OF THE DRAWINGS.

ELA
edward lewis architects

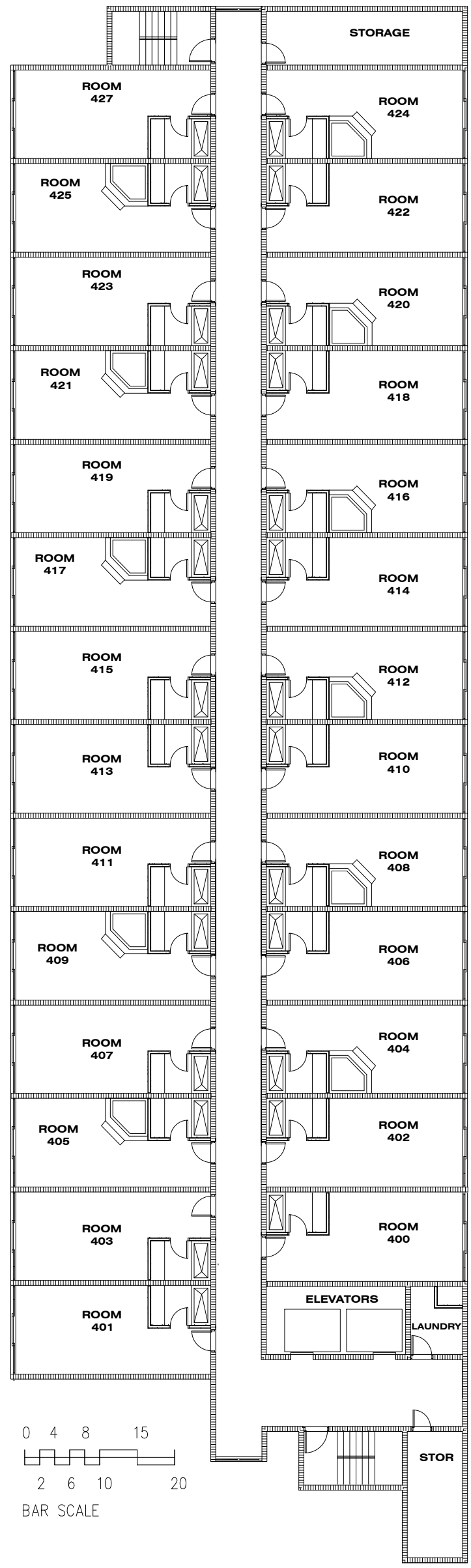
16805 NW 12TH AVE
MIAMI, FL 33169
-MEZZANINE & FIRST FLOOR-

EDWARD LEWIS ARCHITECTS - 2100 PONCE DE LEON BLVD., SUITE 825, CORAL GABLES, FL, 33134 - PH: 305-234-0576

Plotted: Mar 17, 2016



2ND & 3RD FLOOR (TYP)



4TH FLOOR

DRAWINGS ARE BASED ON AS BUILT INFORMATION, MANY OF THE ROOMS WERE NOT ACCESSIBLE THEREFORE THE ACCURACY OF EACH ROOM MUST BE FIELD VERIFIED FOR FUTURE USE OF THE DRAWINGS.

ELA
edward lewis architects

16805 NW 12TH AVE
MIAMI, FL 33169
2ND, 3RD & 4TH FLOOR

EDWARD LEWIS ARCHITECTS - 2100 PONCE DE LEON BLVD., SUITE 825, CORAL GABLES, FL, 33134 - PH: 305-234-0576

Plotted: Mar 17, 2016