



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	<i>July 28, 2010</i>		Item Type:	Resolution	Ordinance	Other	
				X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
				x			
	x		Public Hearing:	Yes	No	Yes	No
					x		
Funding Source:	2006 Urban Area Security Initiative Grant		Advertising Requirement:	Yes		No	
						X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
	X						
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Office of the City Manager			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN GRANT AGREEMENT WITH THE CITY OF MIRAMAR THROUGH THE FEDERAL DEPARTMENT OF HOMELAND SECURITY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Background

The City of Miami Gardens has been identified by the Federal Department of Homeland Security as eligible to receive funding from the UASI Grant Program as a member of the Fort Lauderdale UASI. The City received \$698,000 under the 2006 UASI grant-funding program for the purchase of emergency preparedness equipment, which includes satellite phone technology, the establishment of a Unified Command Center (EOC), Emergency Generators, and solar powered traffic signals, and police department dual/band radio upgrades. To date, the City has completed all projects associated with this grant year and is awaiting reimbursement from the lead agency.

**ITEM J-4) CONSENT AGENDA
RESOLUTION
2006 UASI Grant Funding Program**

The City of Miramar acts as the lead agency for the Fort Lauderdale UASI and as such, has applied to the State of Florida for the fourth extension of the terms of the State Agreement in order to provide additional time for the completion of procurement and the expenditure of the grant funding available under the FY 2006 UASI Grant Program. The State of Florida subsequently agreed to a contract modification, to extend the State Agreement with the Fort Lauderdale UASI through December 30, 2010. As the sub-granting agency, City of Miami Gardens City Council must also approve any changes to the grant term. As such, attached please find the fourth amendment to the memorandum of agreement for participating Fort Lauderdale UASI agencies for the extension of the original contract term.

Proposed Action:

That the City Council approve the attached resolution authorizing the City Manager to execute the grant agreement with the City of Miramar for the fourth extension of the original 2006 Urban Area Security Initiative Grant Term grant term.

Attachment:

Attachment A: Extension Agreement

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN GRANT AGREEMENT WITH THE CITY OF MIRAMAR THROUGH THE FEDERAL DEPARTMENT OF HOMELAND SECURITY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has been identified by the Federal Department of Homeland Security as being eligible to receive funding from the UASI Grant Program as a member of the Fort Lauderdale UASI, and

WHEREAS, the City received Six Hundred Ninety Eight Thousand Dollars (\$698,000.00) under the 2006 UASI grant funding program for the purchase of emergency preparedness equipment for the City of Miami Gardens Police Department, and

WHEREAS, to date, the City has completed all projects associated with this grant year and is awaiting reimbursement from the lead agency, and

WHEREAS, the City of Miramar, acting as the lead agency for the Fort Lauderdale UASI, applied to the State of Florida for the fourth extension of the terms of the State Agreement, and

WHEREAS, the State of Florida subsequently agreed to a contract modification, to extend the State Agreement with the Fort Lauderdale UASI through December 30, 2010, and

1 WHEREAS, as the sub-granting agency, the City Council for the City of Miami
2 Gardens must approve any changes to the grant term,

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

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

8 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
9 hereby authorize the City Manager and the City Clerk to execute and attest,
10 respectively, that certain Grant Agreement with the City of Miramar through the Federal
11 Department of Homeland Security, a copy of which is attached hereto as Exhibit "A."

12 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
13 authorized to obtain two (2) fully executed copies of the subject Agreement with the City
14 of Miramar through the Federal Department of Homeland Security, with one (1) to be
15 maintained by the City, and one (1) to be delivered to the City of Miramar.

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

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

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SHIRLEY GIBSON, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: _____

VOTE: _____

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

**FOURTH AMENDMENT TO MEMORANDUM OF AGREEMENT
FOR PARTICIPATING FORT LAUDERDALE UASI AGENCIES**

This Fourth Amendment to Memorandum of Agreement for Participating Fort Lauderdale UASI Agencies (the “Fourth Amendment”) is entered into this 1st day of July, 2010, by and between the City of Miramar, a municipal corporation of the State of Florida (the “Sponsoring Agency”) and The City of Miami Gardens (the “Participating Agency”).

RECITALS

WHEREAS, the Sponsoring Agency and the Participating Agency entered into a Memorandum of Agreement for Participating Fort Lauderdale UASI Agencies dated October 25th, 2006 (the “MOA”) related to expenditures of funds subgranted to the Participating Agency under the FY 2006 Urban Area Security Initiative (“UASI”) Grant Program; and

WHEREAS, the current term of the MOA ended on June 30, 2010; and

WHEREAS, the MOA is subject to all terms, provisions and conditions of the Federally Funded Subgrant Agreement between the Sponsoring Agency and the State of Florida, Division of Emergency Management (the “State Agreement”), the current term of which also ended on June 30, 2010; and

WHEREAS, the Sponsoring Agency has applied to the State of Florida for an extension of the term of the State Agreement in order to provide additional time for the completion of procurement and the expenditure of the grant funding available under the FY 2006 UASI Grant Program; and

WHEREAS, the State of Florida has agreed, subject to execution of a written contract modification, to extend the State Agreement through December 31, 2010; and

WHEREAS, the parties mutually desire to extend the term of the MOA through the same extension date as approved by the State of Florida for the State Agreement, to wit: December 31, 2010, in order to provide additional time for the completion of the procurement process and the expenditure of the grant funding available under the FY 2006 UASI Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. In conjunction with the extension of the State Agreement through December 31, 2010, the term of the MOA between the parties shall be extended to December 31, 2010.
2. All terms, provisions and conditions of the MOA not inconsistent with this Second Amendment shall remain in full force and effect.

SPONSORING AGENCY

THE CITY OF MIRAMAR, a municipal corporation of the State of Florida

ATTEST:

Yvette McLeary
City Clerk

BY: _____
Robert A. Payton
City Manager
Date: _____

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L., City Attorney

PARTICIPATING AGENCY

ATTEST:

Name:
Title:

BY: _____
Name:
Title:
Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	<i>July 28, 2010</i>		Item Type:	Resolution	Ordinance	Other	
				X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
				x			
	x		Public Hearing:	Yes	No	Yes	No
					x		
Funding Source:	2007 Urban Area Security Initiative Grant		Advertising Requirement:	Yes		No	
						X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
	X						
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Office of the City Manager			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN FIRST AMENDMENT TO THE 2007 MEMORANDUM OF AGREEMENT FOR PARTICIPATING FORT LAUDERDALE UASI AGENCIES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens has been identified by the Federal Department of Homeland Security as eligible to receive funding from the UASI Grant Program as a member of the Fort Lauderdale UASI. The City received \$412,745 under the 2007 UASI grant-funding program for the purchase of Hazmat Response Equipment, Mobile Command Center upgrades, Emergency Generators, the Code Red Emergency Communications Network, and an Emergency Broadcast Radio Station. To date, the City has completed fifty percent of the projects associated with this grant year and is awaiting reimbursement from the lead agency.

**ITEM J-5) RESOLUTION
CONSENT AGENDA
2007 UASI Grand Funding Program**

The City of Miramar acts as the lead agency for the Fort Lauderdale UASI and as such, has applied to the State of Florida for the first extension of the terms of the State Agreement in order to provide additional time for the completion of procurement and the expenditure of the grant funding available under the FY 2007 UASI Grant Program. The State of Florida subsequently agreed to a contract modification, to extend the State Agreement with the Fort Lauderdale UASI through December 30, 2010. As the sub-granting agency City of Miami Gardens City Council must also approve any changes to the grant term. As such, attached please find the first amendment to the memorandum of agreement for participating Fort Lauderdale UASI agencies for the extension of the original contract term.

Proposed Action:

That the City Council approve the attached resolution authorizing the City Manager to execute the grant agreement with the City of Miramar for the first extension of the original 2007 Urban Area Security Initiative Grant Term grant term.

Attachment:

Attachment A: Extension Agreement

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN FIRST AMENDMENT TO THE 2007 MEMORANDUM OF AGREEMENT FOR PARTICIPATING FORT LAUDERDALE UASI AGENCIES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has been identified by the Federal Department of Homeland Security as being eligible to receive funding from the UASI Grant Program as a member of the Fort Lauderdale UASI, and

WHEREAS, under the 2007 UASI Grant Funding Program, the City received Four Hundred Twelve Thousand, Seven Hundred Forty-Five Dollars (\$412,745.00) for the purchase of equipment for the City of Miami Gardens Police Department, and

WHEREAS, to date, the City has completed fifty percent (50%) of the projects associated with this grant year and is awaiting reimbursement from the lead agency, and

WHEREAS, the City of Miramar, acting as the lead agent for the Fort Lauderdale UASI, applied to the State of Florida for an extension of the terms of the State Agreement, and

WHEREAS, the State of Florida subsequently agreed to a contract modification to extend the State Agreement with the Fort Lauderdale UASI through December 30, 2010, and

1 WHEREAS, as the sub-granting Agency, the City Council of the City of Miami
2 Gardens must approve any changes to the grant funds,

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

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

8 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
9 hereby authorizes the City Manager and the City Clerk to execute and attest,
10 respectively, that certain First Amendment to the 2007 Memorandum of Agreement for
11 Participating Fort Lauderdale UASI Agencies, a copy of which is attached hereto as
12 Exhibit "A."

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

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

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

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SHIRLEY GIBSON, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: _____

VOTE: _____

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

**FIRST AMENDMENT TO MEMORANDUMS OF AGREEMENT
FOR PARTICIPATING FORT LAUDERDALE UASI AGENCIES
(RE: FY 2007 UASI GRANT PROGRAM)**

This First Amendment to Memorandums of Agreement for Participating Fort Lauderdale UASI Agencies (the "First Amendment") is entered into this _____ day of _____, 2010, by and between the City of Miramar, a municipal corporation of the State of Florida (the "Sponsoring Agency") and **The City of Miami Gardens** (the "Participating Agency").

RECITALS

WHEREAS, the Sponsoring Agency and the Participating Agency entered into a Memorandum of Agreement for Participating Fort Lauderdale UASI Agencies dated June 9th, 2008 (the "Primary MOA") related to expenditures of funds subgranted to the Participating Agency under the FY 2007 Urban Area Security Initiative ("UASI") Grant Program; and

WHEREAS, the Primary MOA is subject to all terms, provisions and conditions of the Federally Funded Subgrant Agreement between the Sponsoring Agency and the State of Florida, Division of Emergency Management (the "State Agreement"), the current term of which ends on June 30, 2010, resulting from a First Modification to the State Agreement entered into by the Sponsoring Agency and the State of Florida; and

WHEREAS, the Sponsoring Agency has applied to the State of Florida for an additional extension of the term of the State Agreement in order to provide additional time for the completion of procurement and the expenditure of the grant funding available under the FY 2007 UASI Grant Program; and

WHEREAS, the State of Florida has agreed, subject to execution of a Second Modification to the State Agreement, to extend the State Agreement through December 31, 2010, which Second Modification has been approved by the Miramar City Commission on June 16, 2010 by adoption of Resolution No. 10-155; and

WHEREAS, the parties mutually desire to extend the term of the Primary MOA through the same extension date as provided for in the Second Modification to the State Agreement, to wit: December 31, 2010, in order to provide additional time for the completion of the procurement process and the expenditure of the grant funding available under the FY 2007 UASI Grant Program; and

WHEREAS, the parties entered into an additional MOA (the "Secondary MOA") dated November 6th, 2007, related to certain of the grant funding available under the FY 2007 UASI Grant Program, to wit: funding specifically allocated for the improvement of first responder capabilities and critical infrastructure hardening, which Secondary MOA the parties also mutually desire to extend through the same extension date as provided for in the Second Modification to the State Agreement, to wit: December 31, 2010.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. In conjunction with the extension of the State Agreement through December 31, 2010, the terms of the Primary MOA and Secondary MOA between the parties, both related to the FY 2007 UASI Grant Program, shall be extended to December 31, 2010.
2. All terms, provisions and conditions of the Primary and Secondary MOA's not inconsistent with this First Amendment shall remain in full force and effect.

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SPONSORING AGENCY

THE CITY OF MIRAMAR, a municipal corporation of the State of Florida

ATTEST:

Yvette McLeary
City Clerk

BY: _____
Robert A. Payton
City Manager
Date: _____

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L

PARTICIPATING AGENCY

ATTEST:

Name:
Title:

BY: _____
Name:
Title:
Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

Participating Agency Attorney



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	<i>July 28, 2010</i>		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading	
	X			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes
Funding Source:	Energy Efficiency and Conservation Block Grant (EECBG) Funds & MDEAT Funds		Advertising Requirement: <small>(Enter X in box)</small>		Yes		No
						X	
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Sponsor Name	Danny O. Crew City Manager		Department:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI-DADE ECONOMIC ADVOCACY TRUST TO ESTABLISH THE MIAMI GARDENS/NORTH DADE STIMULUS INITIATIVE, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The Miami Dade Economic Advocacy Trust (MDEAT), formerly known as the Miami Metro Action Plan (MMAP), wishes to develop an independent program (North Dade Stimulus Initiative) to assist existing small businesses in North Dade with financial and technical assistance in an effort to infuse growth and development for the area.

The purpose of the North Dade Stimulus Initiative is to provide assistance by offering certain technical and financial resources to existing small businesses. These resources include, but are not limited to,

**ITEM J-6) CONSENT AGENDA
RESOLUTION
MOU with Miami Dade
Economic Advocacy Trust**

business technical assistance to micro enterprises, façade improvements, marketing assistance, and other improvements. The Program’s activities are based on assisting microenterprises, defined as businesses with 5 or fewer employees including the owner.

MDEAT received a general fund allocation of \$50,000 which was set aside for economic development efforts. MDEAT intends to issue 10 grants in the amount of \$5,000 each.

Current Situation

In an effort to leverage the City’s resources, City Staff wishes to collaborate with MDEAT on this program by ensuring that the funds received by the City from the Department of Energy grant (EECBG Funds) that have been designated for assistance to local businesses (\$145,800) for energy efficiency improvements be used in conjunction with MDEAT’s funds for the creation of the Miami Gardens/North Dade Stimulus Initiative (the “Program”).

The Program will establish a collaborative partnership agreement that provides enhanced resources to small businesses located within the City by combining the benefits of both MDEAT’s and the City’s programs .

The Program will be administered by the Department of Community Development and will be funded by EECBG funds and MDEAT funds. The funds will be used as a match with MDEAT’s allocated budget of \$50,000.

The Memorandum of Understanding will expire on September 30, 2011.

Proposed Action:

That City Council approve the attached resolution authorizing the City Manager to execute the Memorandum of Understanding between the City of Miami Gardens and Miami Dade Economic Advocacy Trust to establish the Miami Gardens/North Dade Stimulus Initiative.

Attachment:

- Memorandum of Understanding between the City of Miami Gardens and MDEAT

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI-DADE ECONOMIC ADVOCACY TRUST TO ESTABLISH THE MIAMI GARDENS/NORTH DADE STIMULUS INITIATIVE, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Miami Dade Economic Advocacy Trust ("MDEAT"), formerly known as Miami Metro Action Plan ("MMAP"), wishes to develop an independent Program that will be known as the North Dade Stimulus Initiative, and

WHEREAS, the purpose of the North Dade Stimulus Initiative is to provide assistance to existing small businesses by offering certain technical and financial resources, and

WHEREAS, these resources include, but are not limited to, technical assistance to micro enterprises, façade improvements, and marketing assistance, and

WHEREAS, MDEAT received a general fund allocation in the amount of Fifty Thousand Dollars (\$50,000.00) for economic development efforts, and

WHEREAS, in an effort to leverage the City's resources, Councilman Gilbert desires to establish a collaborative partnership agreement to provide enhanced resources to small businesses located within the City by combining the benefits of both MDEAT's and the City's Programs, and

1 WHEREAS, the Program will be administered by the Department of Community
2 Development and will be funded by Department of Energy grant (“EECBG”) and
3 MDEAT funds,

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

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

9 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
10 hereby authorizes the City Manager to execute a Memorandum of Understanding
11 between the City of Miami Gardens and Miami-Dade Economic Advocacy Trust to
12 establish the Miami Gardens/North Dade Stimulus Initiative.

13 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
14 authorized to obtain two (2) fully executed copies of the subject Memorandum of
15 Understanding with Miami-Dade Economic Advocacy Trust with one (1) to be
16 maintained by the City, and one (1) to be delivered to Miami-Dade Economic Advocacy
17 Trust.

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

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

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SHIRLEY GIBSON, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY: _____

SECONDED BY: _____

VOTE: _____

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this ____ day of _____, 2010, between the City of Miami Gardens (“City”) having an address of 1515 NW 167 Street, Building 6, Suite 200 Miami Gardens, FL and the Miami Dade County Economic Advocacy Trust (the “Trust”) having an address of 19 West Flagler Street - Suite M-106 Miami, FL.

RECITALS

WHEREAS, the Trust is desirous to provide financial and technical assistance through its North Dade Stimulus Initiative (the “Program”); and

WHEREAS, the objective of the program is to identify a business corridor in the North section of Miami Dade County to infuse financial and technical assistance in an effort to infuse growth and development for small businesses; and

WHEREAS, the mission of the City of Miami Gardens’ Department of Community Development is to utilize the grant funds it receives to aid in the development of viable urban communities by providing and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City sought to implement a grant program for small businesses in their major economic development corridors; and

WHEREAS, the City of Miami Gardens and the Trust have decided to work together to form an independent program to assist existing businesses in the development of sustainability and prosperity; and

WHEREAS, the execution of this agreement will establish authorization and agreement by both parties to enter into the said contract.

ARTICLE I

PURPOSE

The purpose of the Program is to assist city-based businesses with assistance by offering certain technical and financial resources to existing small businesses that meet the requirements of the program. Those resources include but are not limited to energy efficiency audits/upgrade/repairs, business technical assistance to microenterprises, façade improvements, and other improvements. The Program's activities are based on assisting microenterprises, categorically defined as businesses with 5 or fewer employees including the owner. The Program's area of implementation will focus on the City's 3 Economic Development Corridors, N.W. 27th Avenue, N.W. 167 Street, and U.S. 441 (N.W. 2nd Avenue).

ARTICLE II

TERM OF THE MOU

- 2.1 The term of the MOU shall commence on the last date of execution by the parties and continue until September 30, 2011 unless terminated by either party to pursuant to Article VII below.
- 2.2 The parties agree that time is of essence in the performance of each and every obligation under this MOU.

ARTICLE III

RESPONSIBILITIES OF THE PARTIES

- 3.1 CITY Responsibilities. The City hereby agrees as follows:
 - (a) To provide certain technical and financial assistance to awarded businesses;

(b) To regularly and periodically visit the 27th Avenue Corridor, to participate in and monitor program activity and performance at the awarded businesses;

(c) To assist in the underwriting of applications to determine program eligibility;

(d) Report program activity and performance to the appropriate regulatory agency;

(e) To cooperate fully with the parties of this MOU in the implementation in achieving the purposes of the this MOU;

(e) To adhere to the strict regulations established by its respective funding agencies and the program parameters that have yet to be established.

3.2 COUNTY Responsibilities. The County hereby agrees as follows:

(a) To assist in the marketing and community outreach within the community about the Program;

(b) To play a major role in achieving the goals of the strategy outlined herein;

(c) To assist in the underwriting of applications to determine program eligibility;

(d) To provide certain technical and financial assistance to awarded businesses;

(e) To cooperate fully with the parties of this MOU in the implementation in achieving the purposes of the this MOU

(f) To adhere to the strict regulations established by its respective funding agencies and the program parameters that have yet to be established.

ARTICLE IV

PROJECT MANAGEMENT AND NOTICE

4.1 The Project Manager for the County is John Dixon, Executive Director for Miami Dade Economic Advocacy Trust, 19 West Flagler Street - Suite M-106, Miami, FL 33127. The Project Manager for the City is Antranette Pierre, Economic Development Manager, 1515 NW 167 Street Building 5, Suite 200 Miami Gardens, FL 33169. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this MOU.

4.2 All notices, demands, or other communications to Miami Dade County under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami Dade County
Att: County Manager
111 NW 1st Street, Suite 2810
Miami, FL 33128

All notices, demands, or other communications to the City under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Dr. Danny O. Crew, CITY MANAGER
City of Miami Gardens
1515 N.W. 167th Street, Bldg. 5, Suite 200
Miami Gardens, Florida 33169

The County and the City shall also provide a copy of all notices to the Project Managers. All notices required by this MOU shall be considered delivered upon receipt. Should any party changes its address, written notice of such new address shall promptly be sent to the other parties.

ARTICLE V

INDEMNIFICATION

5.1 The County assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the County and the officers, employees, servants, and agents thereof. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the County officers, employees, servants and agents while acting within the scope of their employment with the County.

5.2 The City assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the City and the officers, employees, servants, and agents thereof. The City warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the City's officers, employees, servants and agents while acting within the scope of their employment with the City.

5.3 The County and the City further agree that nothing contained herein shall be construed to interpret as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE VI

INSURANCE

6.1 The parties hereto acknowledge that the County and the City are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The County and the City shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes. The County and the City shall collect and keep on file documentation of insurance of any and all contractors contracted to provide the services or product used in conjunction with this MOU in any way. The County and the City as named insured and shall provide the County and the City with a copy of the insurance policy purchased by any contractor prior to commencement of the Services.

ARTICLE VII

TERMINATION/REMEDIES

7.1 If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other parties shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the thirty (30) day time period.

7.2 Any party may terminate this MOU at any time for convenience upon ninety (90) calendar days prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination become effective.

7.3 In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

7.4 This MOU has no third party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

ARTICLE VIII

RECORDS RETENTION/OWNERSHIP

The County and City shall maintain records and each party shall have inspection and audit rights as follows:

8.1 Maintenance of Records. All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, researching or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.

8.2 Examination of Records. All parties of their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only five years from the expiration or termination of this MOU and upon reasonable notice, time and place.

8.3 Extended Availability of Records for Legal Disputes. In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other parties shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

ARTICLE IX

STANDARDS OF COMPLIANCE

9.1 The County and City, their employees, subcontractors, partners and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this MOU to which their activities are subject.

9.2 The County and the City shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should the County and/or the City assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be both upon the County and the City.

9.3 All parties assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, sex, marital status, or sexual preference, from participation in, denied the benefits or, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

ARTICLE X

RELATIONSHIP BETWEEN THE PARTIES

10.1 The County and the City are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the County and the City, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

ARTICLE XI

GENERAL PROVISIONS

11.1 Notwithstanding any provisions of the MOU to the contrary, the parties shall not be held liable for any failure to delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

11.2 In the event any provisions of the MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of the MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be

effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not effect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This MOU may be amended only with the written approval of the parties hereto.

11.6 This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations or agreements previously existed between parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ATTEST:

CITY OF MIAMI GARDENS, a
municipal corporation of the State of
Florida

Ronetta Taylor, CMC City Clerk

Danny Crew, City Manager

Approved as to legal form and sufficiency:

Sonja K. Dickens, Esq.
City Attorney

ATTEST:

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS:

Harvey Ruvin, Deputy Clerk

George M. Burgess
County Manager

Approved as to legal form and sufficiency:

Assistant County Attorney



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date:	July 28, 2010		Item Type:	Resolution X	Ordinance	Other
Fiscal Impact:	Yes	No	Ordinance Reading:		1st Reading	2nd Reading
	X		Public Hearing:		Yes	No
Funding Source:	Miami Dade County Landscape Committee Grant, Public Works Capital Improvement, and Stormwater		Advertising Requirement:	Yes		No
				X		
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	ITB#09-10-064		
	X			Miami Gardens Drive Landscape Beautification Project (Phase #2)		
Sponsor Name	Dr. Danny Crew, 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 THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH VILA AND SONS, LANDSCAPING CORP., ATTACHED HERETO AS EXHIBIT "A," FOR LANDSCAPE ARCHITECTURAL SERVICES IN AN AMOUNT NOT TO EXCEED THREE HUNDRED EIGHTY-THREE THOUSAND, THIRTY-NINE DOLLARS AND 32/100 CENTS (\$383,039.32); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens received a matching grant with a maximum total of \$168,880.00 from Miami Dade County Landscaping Committee for median improvements for Miami Gardens Drive from NW 27th

**ITEM J-7) CONSENT AGENDA
RESOLUTION**

Agreement with Vila and Sons Landscaping Corp.

Avenue to NW 47th Avenue. The project includes removal and replacement of trees, installation of an irrigation system, shrubs, sod and plants. Matching funds for this project is budgeted in the Public Works Capital Improvements and Stormwater.

Specifications were prepared by Calvin, Giordano & Associates, Inc., under a non-exclusive landscape architectural services contract and the project was advertised on June 3, 2010. A broadcast notice was sent to 751 vendors. Fifty-eight bid packages were requested. A pre-bid meeting was held on June 22, 2010 to discuss the project. The bids were opened on July 8, 2010. Eleven bids were received and publicity read. One bid was declared non-responsive at the bid opening as the bid bond submitted was not the required amount.

Staff evaluated the bids for compliance with the specifications and their ability to perform the work. The apparent low bidder, McBayne Construction, Inc., located in Miami, Florida was determined to be non-responsive as the references received and checked were not for projects of "similar scope and size" as required in the specifications. Also, McBayne Construction did not submit the required Certified Landscape Contractor w/Florida Nursery, Growers, & Landscape Association. Under section titled "Consideration of Bids", it specifically states that determination of the lowest qualified responsible bidder, in addition to price, shall be considered based on quality of performance on previous contracts and the ability, capacity and skill of the bidder to perform the Contract.

Based on the evaluation, the apparent second low bidder is Vila and Son Landscaping Corporation located in Miami, Florida. Reference and background evaluations were conducted and found favorable.

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

Proposed Action:

That City Council approve the attached resolution awarding the bid for Miami Gardens Drive Beautification Project Phase #2 in the amount of \$383,039.82 to Vila and Son Landscaping Corporation, located in Miami, Florida, and to authorize the City Manager to execute an agreement in accordance with the bid specifications for an amount not to exceed the remaining allocated budget from the \$168,880 Miami Dade County Landscape Committee grant, \$124,572 from the Capital Improvement Budget and \$89,587.82 from Stormwater Budget.

Attachment:

Exhibit A – Tabulation Sheet

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH VILA AND SONS, LANDSCAPING CORP., ATTACHED HERETO AS EXHIBIT "A," FOR LANDSCAPE ARCHITECTURAL SERVICES IN AN AMOUNT NOT TO EXCEED THREE HUNDRED EIGHTY-THREE THOUSAND, THIRTY-NINE DOLLARS AND 32/100 CENTS (\$383,039.32); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens received a matching grant with a maximum total of One Hundred Sixty-Eight Thousand, Eight Hundred Eighty Dollars (\$168,880.00) from Miami-Dade County Landscaping Committee for median improvements, and

WHEREAS, the proposed improvements include the removal and replacement of trees and the installation of an irrigation system, shrubs, sod and plants along Miami Gardens Drive from N.W. 27th Avenue to N.W. 47th Avenue, and

WHEREAS, the City will match funds from the Public Works Capital Improvements and Stormwater funds, and

WHEREAS, ITB #09-10-064 was publicly advertised and eleven (11) bids were received and publicly read, and

WHEREAS, the apparent lowest bidder, McBayne Construction, Inc., located in Miami, Florida, was determined to be non-responsive, as it did not submit the required certification along with its bid application, and

1 WHEREAS, based on the submission, staff determined that the apparent second
2 lowest bidder is, Vila and Son Landscaping Corporation, located in Miami, Florida,

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

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

8 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
9 hereby authorizes the City Manager and the City Clerk to execute and attest,
10 respectively, that certain Agreement with Vila and Sons Landscaping Corp., attached
11 hereto as Exhibit "A," for landscape architectural services in an amount not to exceed
12 Three Hundred Eighty-Three Thousand, Thirty-Nine Dollars and 32/100 Cents
13 (\$383,039.32) for median improvements for Miami Gardens Drive from N.W. 27th
14 Avenue to N.W. 47th Avenue.

15 Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
16 authorized to obtain two (2) fully executed copies of the subject Agreement with Vila
17 and Sons Landscaping Corp., with one (1) to be maintained by the City, and one (1) to
18 be delivered to Vila and Sons Landscaping Corp.

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

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

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SHIRLEY GIBSON, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: _____

VOTE: _____

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

ITB#09-10-064 NW 183rd Street Beautification Project phase II
 July 8, 2010 @ 2:00 p.m.

Bid Tabulation

Bid Item	McBayne Construction Miami, FL			Vila & Sons Landscape Miami, FL		Superior Landscape Miami, FL	
	Est. Qty	Unit Price	Est. Total	Unit Price	Est. Total	Unit Price	Est. Total
10% Bond			yes		yes		yes
Demo/							
I-1	1	\$13,000.00	\$13,000.00	\$5,000.00	\$5,000.00	\$7,600.00	\$7,600.00
I-2	141,000	\$0.09	\$12,690.00	\$0.02	\$2,820.00	\$0.06	\$8,460.00
I-3	770	\$18.00	\$13,860.00	\$12.24	\$9,424.80	\$26.99	\$20,782.30
I-4	1	\$11,000.00	\$11,000.00	\$3,362.71	\$3,362.71	\$5,149.00	\$5,149.00
I-5	19	\$110.00	\$2,090.00	\$224.00	\$4,256.00	\$150.00	\$2,850.00
I-6	8	\$63.00	\$504.00	\$296.00	\$2,368.00	\$600.00	\$4,800.00
I-7	1	\$11,152.63	\$11,152.63	\$2,762.00	\$2,762.00	\$5,000.00	\$5,000.00
Sub Total			\$64,296.63		\$29,993.51		\$54,641.30
Pavers							
II-8	6,100	\$5.60	\$34,160.00	\$5.25	\$32,025.00	\$3.20	\$19,520.00
Plants							
III-9	3	\$170.00	\$510.00	\$106.53	\$319.59	\$97.50	\$292.50
III-10	8	\$215.00	\$1,720.00	\$207.18	\$1,657.44	\$210.00	\$1,680.00
III-11	19	\$210.00	\$3,990.00	\$84.75	\$1,610.25	\$97.50	\$1,852.50
III-12	21	\$215.00	\$4,515.00	\$132.36	\$2,779.56	\$135.00	\$2,835.00
III-13	35	\$160.00	\$5,600.00	\$82.61	\$2,891.35	\$112.50	\$3,937.50
III-14	6	\$140.00	\$840.00	\$152.77	\$916.62	\$115.00	\$690.00
III-15	28	\$200.00	\$5,600.00	\$128.70	\$3,603.60	\$167.50	\$4,690.00
III-16	15	\$140.00	\$2,100.00	\$118.76	\$1,781.40	\$115.00	\$1,725.00
III-17	27	\$130.00	\$3,510.00	\$118.76	\$3,206.52	\$92.50	\$2,497.50
Sub Total			\$28,385.00		\$18,766.33		\$20,200.00
Shrubs							\$0.00
IV-18	525	\$7.00	\$3,675.00	\$5.60	\$2,940.00	\$6.11	\$3,207.75
IV-19	1,070	\$5.00	\$5,350.00	\$4.92	\$5,264.40	\$4.50	\$4,815.00
IV-20	4,715	\$3.00	\$14,145.00	\$4.26	\$20,085.90	\$3.58	\$16,879.70
IV-21	635	\$6.00	\$3,810.00	\$5.26	\$3,340.10	\$5.25	\$3,333.75
IV-22	780	\$6.00	\$4,680.00	\$5.26	\$4,102.80	\$4.88	\$3,806.40
IV-23	125,000	\$0.28	\$35,000.00	\$0.22	\$27,500.00	\$0.22	\$27,500.00
Sub Total			\$66,660.00		\$63,233.20		\$59,542.60
Landscape							\$0.00
V-24	150	\$34.00	\$5,100.00	\$31.50	\$4,725.00	\$21.00	\$3,150.00
V-25	100	\$15.00	\$1,500.00	\$16.95	\$1,695.00	\$26.99	\$2,699.00
V-26	86	\$21.00	\$1,806.00	\$19.49	\$1,676.14	\$15.00	\$1,290.00
V-27	76	\$14.00	\$1,064.00	\$19.49	\$1,481.24	\$20.00	\$1,520.00
V-28	1	\$3,200.00	\$3,200.00	\$29,879.16	\$29,879.16	\$15,000.00	\$15,000.00
Sub Total			\$12,670.00		\$39,456.54		\$23,659.00
Irrigation							
VI-29	1	\$66,343.00	\$66,343.00	\$120,100.00	\$120,100.00	\$144,423.87	\$144,423.87

Cont.	McBayne Construction			Vila & Sons Landscape		Superior Landscape	
Bid Item	Est. Qty	Unit Price	Est. Total	Unit Price	Est. Total	Unit Price	Est. Total
VI-30	1,840	\$9.00	\$16,560.00	\$6.42	\$11,812.80	\$13.39	\$24,637.60
VI-31	450	\$10.00	\$4,500.00	\$19.27	\$8,671.50	\$15.49	\$6,970.50
VI-32	1,030	\$11.00	\$11,330.00	\$25.70	\$26,471.00	\$18.38	\$18,931.40
VI-33	320	\$12.00	\$3,840.00	\$38.55	\$12,336.00	\$21.00	\$6,720.00
VI-34	3	\$3,600.00	\$10,800.00	\$1,561.73	\$4,685.19	\$4,729.97	\$14,189.91
VI-35	1	\$11,671.52	\$11,671.52	\$15,488.75	\$15,488.75	\$17,533.48	\$17,533.48
Sub Total			\$125,044.52		\$199,565.24		\$233,406.76
TOTAL Base			\$331,216.15		\$383,039.82		\$410,969.66
Alternates							
8A	21,950	\$5.60	\$122,920.00	\$5.26	\$115,457.00	\$3.42	\$75,069.00
8B deduct	15,850	\$0.28	\$4,438.00	\$0.22	\$3,487.00	\$0.22	\$3,487.00
Sub Total			\$118,482.00		\$111,970.00		\$71,582.00
8C	4,250	\$4.00	\$17,000.00	\$3.71	\$15,767.50	\$2.63	\$11,177.50
8D	4,250	\$5.00	\$21,250.00	\$5.26	\$22,355.00	\$3.42	\$14,535.00
Sub Total			\$38,250.00		\$38,122.50		\$25,712.50
9A	3	\$170.00	\$510.00	\$240.11	\$720.33	\$382.13	\$1,146.39
10A	8	\$215.00	\$1,720.00	\$987.87	\$7,902.96	\$550.26	\$4,402.08
11A	19	\$210.00	\$3,990.00	\$443.75	\$8,431.25	\$496.76	\$9,438.44
12A	21	\$215.00	\$4,515.00	\$511.76	\$10,746.96	\$336.27	\$7,061.67
13A	35	\$160.00	\$5,600.00	\$482.21	\$16,877.35	\$206.35	\$7,222.25
14A	6	\$140.00	\$840.00	\$219.86	\$1,319.16	\$267.49	\$1,604.94
15A	28	\$200.00	\$5,600.00	\$260.71	\$7,299.88	\$534.98	\$14,979.44
16A	15	\$140.00	\$2,100.00	\$307.71	\$4,615.65	\$244.56	\$3,668.40
17A	27	\$130.00	\$3,510.00	\$346.31	\$9,350.37	\$382.13	\$10,317.51
Sub Total			\$28,385.00		\$67,263.91		\$59,841.12

Arazoza Brothers Corp. non-responsive submitted 5% bid bond

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

ITB#09-10-064 NW 183rd Street Beautification Project phase II
 July 8, 2010 @ 2:00 p.m.

Bid Tabulation

Bid Item	ValleyCrest Landscape Homestead, FL			Green Const. Tech. Wilton Manors, FL		Team Contracting Miami, FL	
	Est. Qty	Unit Price	Est. Total	Unit Price	Est. Total	Unit Price	Est. Total
10% Bond			yes		yes		yes
Demo/							
I-1	1	\$7,365.97	\$7,365.97	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00
I-2	141,000	\$0.06	\$8,460.00	\$0.10	\$14,100.00	0.144	\$20,304.00
I-3	770	\$23.87	\$18,379.90	\$23.00	\$17,710.00	\$13.75	\$10,587.50
I-4	1	\$8,338.92	\$8,338.92	\$6,000.00	\$6,000.00	\$4,920.00	\$4,920.00
I-5	19	\$179.71	\$3,414.49	\$200.00	\$3,800.00	\$295.00	\$5,605.00
I-6	8	\$375.54	\$3,004.32	\$400.00	\$3,200.00	\$527.25	\$4,218.00
I-7	1	\$9,333.27	\$9,333.27	\$6,500.00	\$6,500.00	\$14,000.00	\$14,000.00
Sub Total			\$58,296.87		\$61,310.00		\$71,634.50
Pavers							
II-8	6,100	\$4.23	\$25,803.00	\$7.90	\$48,190.00	\$3.48	\$21,228.00
Plants							
III-9	3	\$134.22	\$402.66	\$96.00	\$288.00	\$178.00	\$534.00
III-10	8	\$148.94	\$1,191.52	\$282.00	\$2,256.00	\$227.70	\$1,821.60
III-11	19	\$178.89	\$3,398.91	\$193.00	\$3,667.00	\$243.00	\$4,617.00
III-12	21	\$222.56	\$4,673.76	\$165.00	\$3,465.00	\$178.00	\$3,738.00
III-13	35	\$192.27	\$6,729.45	\$225.00	\$7,875.00	\$183.00	\$6,405.00
III-14	6	\$199.66	\$1,197.96	\$145.00	\$870.00	\$194.00	\$1,164.00
III-15	28	\$300.06	\$8,401.68	\$200.00	\$5,600.00	\$396.00	\$11,088.00
III-16	15	\$242.49	\$3,637.35	\$153.00	\$2,295.00	\$194.00	\$2,910.00
III-17	27	\$213.01	\$5,751.27	\$145.00	\$3,915.00	\$165.00	\$4,455.00
Sub Total			\$35,384.56		\$30,231.00		\$36,732.60
Shrubs							
IV-18	525	\$6.65	\$3,491.25	\$7.00	\$3,675.00	\$7.80	\$4,095.00
IV-19	1,070	\$5.57	\$5,959.90	\$7.00	\$7,490.00	\$5.50	\$5,885.00
IV-20	4,715	\$2.76	\$13,013.40	\$8.00	\$37,720.00	\$2.96	\$13,956.40
IV-21	635	\$5.78	\$3,670.30	\$7.50	\$4,762.50	\$5.50	\$3,492.50
IV-22	780	\$6.44	\$5,023.20	\$7.50	\$5,850.00	\$5.50	\$4,290.00
IV-23	125,000	\$0.29	\$36,250.00	\$0.25	\$31,250.00	\$0.28	\$34,600.00
Sub Total			\$67,408.05		\$90,747.50		\$66,318.90
Landscpe							
V-24	150	\$34.90	\$5,235.00	\$45.00	\$6,750.00	\$35.67	\$5,350.50
V-25	100	\$23.86	\$2,386.00	\$20.00	\$2,000.00	\$19.75	\$1,975.00
V-26	86	\$20.58	\$1,769.88	\$25.00	\$2,150.00	\$7.50	\$645.00
V-27	76	\$30.95	\$2,352.20	\$50.00	\$3,800.00	\$15.00	\$1,140.00
V-28	1	\$34,326.12	\$34,326.12	\$31,200.00	\$31,200.00	\$49,614.00	\$49,614.00
Sub Total			\$46,069.20		\$45,900.00		\$58,724.50
Irrigation							
VI-29	1	\$110,520.10	\$110,520.10	\$135,000.00	\$135,000.00	\$161,000.00	\$161,000.00

Cont.	Bid Item	ValleyCrest Landscape		Green Const. Tech.		Team Contracting		
		Unit Price	Est. Total	Unit Price	Est. Total	Unit Price	Est. Total	
	VI-30	1,840	\$14.68	\$27,011.20	\$15.50	\$28,520.00	\$14.66	\$26,974.40
	VI-31	450	\$24.61	\$11,074.50	\$17.75	\$7,987.50	\$16.96	\$7,632.00
	VI-32	1,030	\$27.44	\$28,263.20	\$20.00	\$20,600.00	\$20.10	\$20,703.00
	VI-33	320	\$23.03	\$7,369.60	\$33.00	\$10,560.00	\$23.00	\$7,360.00
	VI-34	3	\$2,925.64	\$8,776.92	\$1,500.00	\$4,500.00	\$600.00	\$1,800.00
	VI-35	1	\$16,809.51	\$16,809.51	\$600.00	\$600.00	\$18,240.00	\$18,240.00
	Sub Total			\$209,825.03		\$207,767.50		\$243,709.40
	TOTAL Base			\$442,786.71		\$484,146.00		\$498,347.90
Alternates								
	8A	21,950	\$4.23	\$92,848.50	\$7.90	\$173,405.00	\$3.53	\$77,483.50
	8B deduct	15,850	\$0.27	\$4,279.50	\$0.25	\$3,962.50	\$0.25	\$3,962.50
	Sub Total			\$88,569.00		\$169,442.50		\$73,521.00
	8C	4,250	\$1.73	\$7,352.50	\$3.00	\$12,750.00	\$1.00	\$4,250.00
	8D	4,250	\$4.23	\$17,977.50	\$7.90	\$33,575.00	\$3.58	\$15,215.00
	Sub Total			\$25,330.00		\$46,325.00		\$19,465.00
	9A	3	\$276.74	\$830.22	\$322.00	\$966.00	\$238.00	\$714.00
	10A	8	\$604.48	\$4,835.84	\$600.00	\$4,800.00	\$775.00	\$6,200.00
	11A	19	\$517.46	\$9,831.74	\$1,812.00	\$34,428.00	\$862.00	\$16,378.00
	12A	21	\$403.61	\$8,475.81	\$1,088.00	\$22,848.00	\$513.00	\$10,773.00
	13A	35	\$375.58	\$13,145.30	\$420.00	\$14,700.00	\$358.00	\$12,530.00
	14A	6	\$326.89	\$1,961.34	\$290.00	\$1,740.00	\$358.00	\$2,148.00
	15A	28	\$969.69	\$27,151.32	\$700.00	\$19,600.00	\$1,050.00	\$29,400.00
	16A	15	\$353.65	\$5,304.75	\$420.00	\$6,300.00	\$395.00	\$5,925.00
	17A	27	\$554.52	\$14,972.04	\$420.00	\$11,340.00	\$395.00	\$10,665.00
	Sub Total			\$86,508.36		\$116,722.00		\$94,733.00

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

ITB#09-10-064 NW 183rd Street Beautification Project phase II
 July 8, 2010 @ 2:00 p.m.

Bid Tabulation

Bid Item	Horizon Contractors Hialeah, FL			Tenex Enterprises Pompano Bch, FL		Weekley Asphalt Pembroke Pines, FL	
	Est. Qty	Unit Price	Est. Total	Unit Price	Est. Total	Unit Price	Est. Total
10% Bond			yes		yes		yes
Demo/							
I-1	1	\$6,800.00	\$6,800.00	\$25,000.00	\$25,000.00	\$6,900.00	\$6,900.00
I-2	141,000	\$0.15	\$21,150.00	\$0.45	\$63,450.00	\$0.23	\$31,725.00
I-3	770	\$22.00	\$16,940.00	\$20.00	\$15,400.00	\$16.50	\$12,705.00
I-4	1	\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00	\$3,850.00	\$3,850.00
I-5	19	\$285.00	\$5,415.00	\$1,000.00	\$19,000.00	\$225.00	\$4,275.00
I-6	8	\$300.00	\$2,400.00	\$350.00	\$2,800.00	\$750.00	\$6,000.00
I-7	1	\$14,000.00	\$14,000.00	\$25,000.00	\$25,000.00	\$10,339.00	\$10,339.00
Sub Total			\$71,005.00		\$155,650.00		\$75,794.00
Pavers							
II-8	6,100	\$5.00	\$30,500.00	\$6.00	\$36,600.00	\$4.75	\$28,975.00
Plants							
III-9	3	\$230.00	\$690.00	\$200.00	\$600.00	\$215.00	\$645.00
III-10	8	\$260.00	\$2,080.00	\$350.00	\$2,800.00	\$245.00	\$1,960.00
III-11	19	\$285.00	\$5,415.00	\$350.00	\$6,650.00	\$225.00	\$4,275.00
III-12	21	\$280.00	\$5,880.00	\$325.00	\$6,825.00	\$215.00	\$4,515.00
III-13	35	\$235.00	\$8,225.00	\$295.00	\$10,325.00	\$225.00	\$7,875.00
III-14	6	\$220.00	\$1,320.00	\$275.00	\$1,650.00	\$240.00	\$1,440.00
III-15	28	\$500.00	\$14,000.00	\$550.00	\$15,400.00	\$265.00	\$7,420.00
III-16	15	\$275.00	\$4,125.00	\$295.00	\$4,425.00	\$240.00	\$3,600.00
III-17	27	\$325.00	\$8,775.00	\$295.00	\$7,965.00	\$288.00	\$7,776.00
Sub Total			\$50,510.00		\$56,640.00		\$39,506.00
Shrubs							
IV-18	525	\$9.25	\$4,856.25	\$7.50	\$3,937.50	\$9.60	\$5,040.00
IV-19	1,070	\$8.50	\$9,095.00	\$6.25	\$6,687.50	\$7.80	\$8,346.00
IV-20	4,715	\$3.50	\$16,502.50	\$6.50	\$30,647.50	\$4.20	\$19,803.00
IV-21	635	\$8.00	\$5,080.00	\$6.25	\$3,968.75	\$7.80	\$4,953.00
IV-22	780	\$8.00	\$6,240.00	\$6.25	\$4,875.00	\$8.40	\$6,552.00
IV-23	125,000	\$0.30	\$37,500.00	\$0.30	\$37,500.00	\$0.28	\$35,000.00
Sub Total			\$79,273.75		\$87,616.25		\$79,694.00
Landscpe							
V-24	150	\$25.00	\$3,750.00	\$45.00	\$6,750.00	\$33.75	\$5,062.50
V-25	100	\$22.00	\$2,200.00	\$20.00	\$2,000.00	\$21.50	\$2,150.00
V-26	86	\$14.00	\$1,204.00	\$25.00	\$2,150.00	\$24.00	\$2,064.00
V-27	76	\$15.00	\$1,140.00	\$25.00	\$1,900.00	\$20.00	\$1,520.00
V-28	1	\$36,000.00	\$36,000.00	\$12,000.00	\$12,000.00	\$42,750.00	\$42,750.00
Sub Total			\$44,294.00		\$24,800.00		\$53,546.50
Irrigation							
VI-29	1	\$130,000.00	\$130,000.00	\$100,000.00	\$100,000.00	\$161,115.00	\$161,115.00

Cont.	Bid Item	Horizon Contractors		Tenex Ent.		Weekley Asphalt		
		Unit Price	Est. Total	Unit Price	Est. Total	Unit Price	Est. Total	
	VI-30	1,840	\$15.00	\$27,600.00	\$8.00	\$14,720.00	\$14.20	\$26,128.00
	VI-31	450	\$18.00	\$8,100.00	\$9.00	\$4,050.00	\$16.40	\$7,380.00
	VI-32	1,030	\$22.00	\$22,660.00	\$13.00	\$13,390.00	\$19.45	\$20,033.50
	VI-33	320	\$25.00	\$8,000.00	\$16.00	\$5,120.00	\$22.25	\$7,120.00
	VI-34	3	\$7,500.00	\$22,500.00	\$4,500.00	\$13,500.00	\$5,556.00	\$16,668.00
	VI-35	1	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
	Sub Total			\$248,860.00		\$170,780.00		\$258,444.50
	TOTAL Base			\$524,442.75		\$532,086.25		\$535,960.00
	Alternates							
	8A	21,950	\$5.00	\$109,750.00	\$6.00	\$131,700.00	\$3.33	\$73,093.50
	8B deduct	15,850	\$0.30	\$4,755.00	\$0.30	\$4,755.00	\$0.28	\$4,438.00
	Sub Total			\$104,995.00		\$126,945.00		\$68,655.50
	8C	4,250	\$1.00	\$4,250.00	\$2.00	\$8,500.00	\$2.30	\$9,775.00
	8D	4,250	\$5.00	\$21,250.00	\$6.00	\$25,500.00	\$4.25	\$18,062.50
	Sub Total			\$25,500.00		\$34,000.00		\$27,837.50
	9A	3	\$430.00	\$1,290.00	\$350.00	\$1,050.00	\$420.00	\$1,260.00
	10A	8	\$1,100.00	\$8,800.00	\$600.00	\$4,800.00	\$720.00	\$5,760.00
	11A	19	\$1,300.00	\$24,700.00	\$600.00	\$11,400.00	\$480.00	\$9,120.00
	12A	21	\$800.00	\$16,800.00	\$600.00	\$12,600.00	\$576.00	\$12,096.00
	13A	35	\$650.00	\$22,750.00	\$450.00	\$15,750.00	\$425.00	\$14,875.00
	14A	6	\$590.00	\$3,540.00	\$450.00	\$2,700.00	\$300.00	\$1,800.00
	15A	28	\$740.00	\$20,720.00	\$750.00	\$21,000.00	\$600.00	\$16,800.00
	16A	15	\$400.00	\$6,000.00	\$450.00	\$6,750.00	\$348.00	\$5,220.00
	17A	27	\$475.00	\$12,825.00	\$450.00	\$12,150.00	\$420.00	\$11,340.00
	Sub Total			\$117,425.00		\$88,200.00		\$78,271.00

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

ITB#09-10-064 NW 183rd Street Beautification Project phase II
 July 8, 2010 @ 2:00 p.m.

Bid Tabulation

Bid Item	SFM Services Hialeah Gardens, FL			Williams Paving Miami, FL		Unit Price	Est. Total
	Est. Qty	Unit Price	Est. Total	Unit Price	Est. Total		
10% Bond			yes		yes		
Demo/							
I-1	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
I-2	141,000	\$0.20	\$28,200.00	\$0.30	\$42,300.00		
I-3	770	\$35.00	\$26,950.00	\$33.50	\$25,795.00		
I-4	1	\$7,000.00	\$7,000.00	\$22,000.00	\$22,000.00		
I-5	19	\$350.00	\$6,650.00	\$277.00	\$5,263.00		
I-6	8	\$350.00	\$2,800.00	\$300.00	\$2,400.00		
I-7	1	\$9,000.00	\$9,000.00	\$33,000.00	\$33,000.00		
Sub Total			\$95,600.00		\$145,758.00		
Pavers							
II-8	6,100	\$9.00	\$54,900.00	\$13.00	\$79,300.00		
Plants							
III-9	3	\$185.00	\$555.00	\$222.00	\$666.00		
III-10	8	\$280.00	\$2,240.00	\$252.00	\$2,016.00		
III-11	19	\$280.00	\$5,320.00	\$276.00	\$5,244.00		
III-12	21	\$225.00	\$4,725.00	\$342.00	\$7,182.00		
III-13	35	\$215.00	\$7,525.00	\$228.00	\$7,980.00		
III-14	6	\$235.00	\$1,410.00	\$216.00	\$1,296.00		
III-15	28	\$465.00	\$13,020.00	\$480.00	\$13,440.00		
III-16	15	\$260.00	\$3,900.00	\$270.00	\$4,050.00		
III-17	27	\$260.00	\$7,020.00	\$312.00	\$8,424.00		
Sub Total			\$45,715.00		\$50,298.00		
Shrubs							
IV-18	525	\$11.00	\$5,775.00	\$9.00	\$4,725.00		
IV-19	1,070	\$8.00	\$8,560.00	\$8.50	\$9,095.00		
IV-20	4,715	\$4.00	\$18,860.00	\$3.50	\$16,502.50		
IV-21	635	\$10.00	\$6,350.00	\$8.00	\$5,080.00		
IV-22	780	\$10.00	\$7,800.00	\$8.30	\$6,474.00		
IV-23	125,000	\$0.32	\$40,000.00	\$0.30	\$37,500.00		
Sub Total			\$87,345.00		\$79,376.50		
Landscpe							
V-24	150	\$31.00	\$4,650.00	\$24.00	\$3,600.00		
V-25	100	\$35.00	\$3,500.00	\$22.00	\$2,200.00		
V-26	86	\$20.00	\$1,720.00	\$14.00	\$1,204.00		
V-27	76	\$20.00	\$1,520.00	\$15.00	\$1,140.00		
V-28	1	\$24,000.00	\$24,000.00	\$35,250.00	\$35,250.00		
Sub Total			\$35,390.00		\$43,394.00		
Irrigation							
VI-29	1	\$175,000.00	\$175,000.00	\$130,000.00	\$130,000.00		

Cont.		SFM Services		Williams Paving			
Bid Item							
VI-30	1,840	\$11.00	\$20,240.00	\$15.50	\$28,520.00		
VI-31	450	\$16.00	\$7,200.00	\$18.00	\$8,100.00		
VI-32	1,030	\$18.00	\$18,540.00	\$21.00	\$21,630.00		
VI-33	320	\$31.00	\$9,920.00	\$25.00	\$8,000.00		
VI-34	3	\$600.00	\$1,800.00	\$7,300.00	\$21,900.00		
VI-35	1	\$20,000.00	\$20,000.00	\$29,500.00	\$29,500.00		
Sub Total			\$252,700.00		\$247,650.00		
TOTAL Base			\$571,650.00		\$645,776.50		
Alternates							
8A	21,950	\$10.00	\$219,500.00	\$13.00	\$285,350.00		
8Bdeduct	15,850	\$0.32	\$5,072.00	\$0.30	\$4,755.00		
Sub Total			\$214,428.00		\$280,595.00		
8C	4,250	\$4.50	\$19,125.00	\$7.90	\$33,575.00		
8D	4,250	\$10.00	\$42,500.00	\$13.00	\$55,250.00		
Sub Total			\$61,625.00		\$88,825.00		
9A	3	\$355.00	\$1,065.00	\$420.00	\$1,260.00		
10A	8	\$750.00	\$6,000.00	\$1,068.00	\$8,544.00		
11A	19	\$1,250.00	\$23,750.00	\$1,320.00	\$25,080.00		
12A	21	\$1,575.00	\$33,075.00	\$780.00	\$16,380.00		
13A	35	\$925.00	\$32,375.00	\$660.00	\$23,100.00		
14A	6	\$550.00	\$3,300.00	\$576.00	\$3,456.00		
15A	28	\$1,850.00	\$51,800.00	\$720.00	\$20,160.00		
16A	15	\$550.00	\$8,250.00	\$396.00	\$5,940.00		
17A	27	\$900.00	\$24,300.00	\$462.00	\$12,474.00		
Sub Total			\$183,915.00		\$116,394.00		

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



**City of Miami Gardens
Agenda Cover Memo**

Council Meeting Date: <i>(Enter X in box)</i>	July 28, 2010		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	<i>(Enter Fund & Dept)</i> Parks and Recreation General Funds		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
					X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	RFP#09-10-033A Revised			
	X						
Sponsor Name	Dr. Danny Crew, City Manager		Department:	Parks and Recreation Department			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT WITH COMPLETE HEALTH AND FITNESS CONCEPTS, INC., ATTACHED HERETO IN SUBSTANTIAL FORM AS EXHIBIT "A," FOR FITNESS MANAGEMENT SERVICES AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY SEVEN THOUSAND, FIVE HUNDRED EIGHTY NINE DOLLARS AND 89/100 CENTS (\$147,589.89); AUTHORIZING THE CITY MANAGER TO RE-NEGOTIATE THE TERMS OF SAID AGREEMENT AND RENEW THE AGREEMENT FOR TWO (2) ADDITIONAL TWO YEAR RENEWAL TERMS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens Parks and Recreation Department will soon be opening its 54,000 square foot Betty T. Ferguson Recreational Complex. This complex includes a fitness center with state-of-art cardio and weight equipment, and two exercise/dance studios. It is the intention of the department to

**ITEM J-8) CONSENT AGENDA
RESOLUTION
Agreement with Complete health and
Fitness Concepts Inc.**

offer equipment orientation, personal training, fitness consultation and group exercise classes daily to further promote a healthy lifestyle.

Current Situation

To ensure top quality fitness and health programs, the City deemed it necessary to contract with a qualified firm to provide fitness and exercise management, health promotion, operation, and administration services, on behalf of the City of Miami Gardens Parks & Recreation Department. The City previously solicited proposals for fitness management under RFP# 09-10-033, but rejected all proposals at the Council meeting of April 14, 2010, as it was discovered that revisions to the scope of work were necessary. These revisions included clarification on the number of fitness related classes offered per week, the usage of City staff to register patrons for additional services, as well as a separate fee, not included in the contract price for personal training sessions. This fee would be paid by the patron, with 25% of the revenue allocated to the City.

In an effort to acquire the services of a qualified management company for the Betty T. Ferguson Recreational Complex fitness center and exercise programs, the City re-solicited proposals. City Staff prepared the scope of work and advertised on May 26, 2010. This contract is for a two (2) year term with City option to renew for two (2) additional, two-year terms. A broadcast notice was sent to 54 vendors. Twelve (12) vendors requested proposal packages. The proposals were opened on June 17, 2010. One (1) proposal was received and evaluated. The proposal was from Complete Health and Fitness Concepts, Inc. (Asbury Park, New Jersey). A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's office for review.

The selection/evaluation committee consisted of: Daniel Rosemond, Assistant City Manager; Kara Petty, Parks and Recreation Director; and Christine Carney, Community Center Manager. The committee evaluated the proposal and a committee meeting was held on June 23, 2010 to discuss the evaluation and proposed services. Staff then conducted a reference check and concluded that both the firm and the proposal meet the needs of the City. However, the City and the firm will continue to negotiate services based on the needs of the patrons of the Betty T. Ferguson Recreational Complex. This may include altering the number or types of fitness classes offered.

The proposed contract amount will not exceed \$147,589.89 for each year of the contract. This includes approximately 72 hours per week of a fitness management representative at the Community Center to assist patrons, along with 12 classes per week (the types of classes will be determined based on customer demand and volume). The City will have the option to renew this contract for two (2) additional two-year renewal terms based upon satisfactory performance and subject to the availability of funds for subsequent fiscal years.

Proposed Action:

That the City Council approve the award recommendation to Complete Health and Fitness Concepts, Inc. and authorize the City Manager to negotiate and execute an agreement with this company for an amount not to exceed \$147,589.89 for each year of the contract.

Attachment:

- Exhibit A-Evaluation Ranking Sheet

RESOLUTION No. 2010-

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT WITH COMPLETE HEALTH AND FITNESS CONCEPTS, INC., ATTACHED HERETO IN SUBSTANTIAL FORM AS EXHIBIT "A," FOR FITNESS MANAGEMENT SERVICES AT THE BETTY T. FERGUSON RECREATIONAL COMPLEX IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY SEVEN THOUSAND, FIVE HUNDRED EIGHTY NINE DOLLARS AND 89/100 CENTS (\$147,589.89); AUTHORIZING THE CITY MANAGER TO RE-NEGOTIATE THE TERMS OF SAID AGREEMENT AND RENEW THE AGREEMENT FOR TWO (2) ADDITIONAL TWO YEAR RENEWAL TERMS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens will soon open its 54,000 square foot, Betty T. Ferguson Recreational Complex, and

WHEREAS, this Complex includes a fitness center with state-of-the-art cardio and weight equipment, and exercise and dance studios, and

WHEREAS, it is the intent of the Parks and Recreation Department to offer equipment orientation, personal training, fitness consultation and daily group exercise classes to further promote a healthy lifestyle, and

WHEREAS, to ensure top quality fitness and health programs, the City deemed it necessary to contract with a qualified firm to provide fitness and exercise management, health promotion, operation and administration services on behalf of the City of Miami Gardens Parks & Recreation Department, and

WHEREAS, the City previously submitted proposals for fitness management under RFP #09-10-033, but rejected all proposals at the City Council meeting held on

1 April 14, 2010, as it was discovered that revisions to the scope of work were necessary,
2 and

3 WHEREAS, in order to acquire the services of a qualified management company
4 for the Betty T. Ferguson Recreational Complex fitness center and exercise programs,
5 the City re-solicited proposals under RFP #09-10-033 A (Revised), and

6 WHEREAS, one proposal was received and evaluated from Complete Health
7 and Fitness Concepts, Inc., located in Asbury Park, New Jersey, and

8 WHEREAS, City staff evaluated the proposed Agreement with Complete Health
9 and Fitness Concepts, Inc., which includes provisions for a two (2) year term with the
10 City's option to renew for two (2) additional two-year terms, and

11 WHEREAS, the proposed Agreement will be in an amount not to exceed One
12 Hundred Forty Seven Thousand, Five Hundred Eighty Nine Thousand 89/100 Cents
13 (\$147,589.89) for each year of the Agreement, and

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

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

19 Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens
20 hereby authorizes the City Manager to negotiate and execute that certain Agreement
21 with Complete Health and Fitness Concepts, Inc., attached hereto in substantial form as
22 Exhibit "A," for fitness management services in an amount not to exceed One Hundred
23 Forty Seven Thousand, Five Hundred Eighty Nine Dollars and 89/100 Cents

1 (\$147,589.89). The City Manager is further authorized to re-negotiate the terms of said
2 Agreement and renew the Agreement for two (2) additional two-year renewal terms,
3 based upon satisfactory performance and the availability of funds for subsequent fiscal
4 years.

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

7 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS
8 AT ITS REGULAR MEETING HELD ON _____, 2010.

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SHIRLEY GIBSON, MAYOR

14 ATTEST:

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA K. DICKENS, CITY ATTORNEY

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SPONSORED BY: DANNY CREW, CITY MANAGER

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MOVED BY: _____

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VOTE: _____

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Mayor Shirley Gibson ___(Yes) ___(No)

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

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

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

Councilwoman Barbara Watson ___(Yes) ___(No)

- 1 Councilwoman Sharon Pritchett
- 2 Councilman André Williams

(Yes) (No)
 (Yes) (No)



**RFP#09-10-033A Revised EXERCISE AND FITNESS
MANAGEMENT AND HEALTH PROMOTION SERVICES
June 17, 2010**

	Complete Health and Fitness Concepts, Inc.		
Evidence of ability, capacity & skill of firm to perform, including timeliness, stability, availability. (Max. 20 points) Clearly demonstrate your understanding of the services to be provided, methodologies for meeting the requirements of this proposal including the hiring of local residents	18	20	20
Services to be provided. (Max. 20 points) Include your detail approach to the City's services, sample programs, sample brochures, sample schedules, etc.	18	20	20
Successful experience & background in similar services, including financial stability, (Max. 20 points)	18	20	20
Background & experience of personnel assigned to City. Include resumes, qualifications, education, certificates (Max. 15 points)	13	15	15
Cost of Services (Max 15 points) Proposer shall submit a not-to-exceed amount for complete execution of the services required in this proposal. Proposer may also include costs for alternate programs or services not covered in this solicitation, alternate programs or services must have a detailed explanation of additional optional services.	15	15	15
Firm(s) with an office located in the City of Miami Gardens for at least 6 months prior to this RFQ. (Max. 5 points) – Copy of Business Tax License required.	0	0	0
Firm(s) who've contributed to local school(s) per City Ordinance 2008-20-156 (Max. 5 points) Copy of commitment letter from principal is required.	0	0	0
TOTAL	82	90	90



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	July 28, 2010		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance		Other	
				x				
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading		
		X		Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes	No
Funding Source:			Advertising Requirement: <small>(Enter X in box)</small>		Yes		No	
						X		
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:					
		X						
Sponsor Name	Councilman Melvin L. Bratton		Department:	City Council				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING COUNCILMAN MELVIN L. BRATTON'S APPOINTMENT OF JIMMY RAY BURKE TO THE NUISANCE ABATEMENT BOARD FOR A THREE (3) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The attached resolution confirms Councilman Melvin L. Bratton's appointment of Jimmy Ray Burke to the Nuisance Abatement Board for a three (3) year term, ending July 28, 2013.

Proposed Action:

The City Council confirms the appointment of Jimmy Ray Burke to the Nuisance Abatement Board by Councilman Melvin L. Bratton for a three (3) year term.

Attachment:

**ITEM J-9) CONSENT AGENDA
RESOLUTION
Councilman Bratton's appointment to
Nuisance Abatement Board**

RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING COUNCILMAN MELVIN L. BRATTON'S APPOINTMENT OF JIMMY RAY BURKE TO THE NUISANCE ABATEMENT BOARD FOR A THREE (3) YEAR TERM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has created a Nuisance Abatement Board, and

WHEREAS, the Mayor and each member of the City Council have the right to appoint a member to the Board, and

WHEREAS, Councilman Melvin L. Bratton, has appointed Jimmy Ray Burke to the Nuisance Abatement Board for a three (3) year term, and

WHEREAS, it is appropriate for the City Council to confirm Councilman Melvin L. Bratton's appointment of Jimmy Ray Burke.

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. CONFIRMATION OF APPOINTMENT: The City Council of the City of Miami Gardens hereby confirms Councilman Melvin L. Bratton's appointment of Jimmy Ray Burke to the Nuisance Abatement Board for a three (3) year term, ending, July 28, 2013.

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 _____, 2010.

SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

REVIEWED BY: SONJA K. DICKENS, ESQ.
City Attorney

SPONSORED BY: Councilman Melvin L. Bratton

MOVED BY:
SECOND BY:

VOTE:

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



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	July 28, 2010		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading	
		X		Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes
					X		
Funding Source:			Advertising Requirement: <small>(Enter X in box)</small>	Yes		No	
						X	
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:				
		X					
Sponsor Name	Dr. Danny Crew, City Manager		Department:	City Manager Office			

Short Title:

A RESOLUTION OF THE CITY OF MIAMI GARDENS, FLORIDA, ESTABLISHING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2010-2011 WITH THE ROLLED-BACK RATE; SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

On July 1, 2010, the City received the final certification of 2010 taxable value for fiscal year 2011. Pursuant to Chapter 200, Florida Statutes, the City has to provide the Property Appraiser Office no later than August 4, 2010 a proposed millage rate to be levied for fiscal year 2011. The City Manager recommends that the millage rate be the roll-back rate (generates the same property tax revenue as FY 2010 final taxable value), which is 6.2728.

The date, time and place of the first and second public hearings on the proposed millage rate and tentative budget are set by the City Council , it is further recommended that the dates are as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
<u>First Budget Hearing:</u>		
<u>September 8</u>	<u>5:30 p.m.</u>	<u>City Hall/City of Miami Gardens</u> <u>1515 NW 167 St., Bldg. 5, #200</u> <u>Miami Gardens, FL 33169</u>

**ITEM K-1) RESOLUTION
Fiscal Year 2010-2011**

Second Budget Hearing:

September 22

6:00 p.m.

City Hall/City of Miami Gardens
1515 NW 167 St., Bldg. 5, #200
Miami Gardens, FL 33169

Proposed Action:

It is recommended that the City Council approve the attached resolution establishing the proposed millage rate for Fiscal year 2010 – 2011 with the rolled-back rate.

Attachment:

None

RESOLUTION NO. 2010

A RESOLUTION OF THE CITY OF MIAMI GARDENS, FLORIDA, ESTABLISHING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2010-2011 WITH THE ROLLED-BACK RATE; SETTING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 200, Florida Statutes, provides for a uniform procedure for the adoption of ad valorem tax and millage rates associate therewith, and

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a proposed millage rate, together with the establishment of a rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes, and

WHEREAS, on July 1, 2010, the Property Appraiser of Miami-Dade County, Florida served upon the City, a Certification of Taxable Value, certifying to the City its 2010 taxable value and

WHEREAS, the City Manager has recommended a budget and a proposed millage that will support the same, based upon the preliminary certified property values provided by the Property Appraiser, and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that the City, within thirty-five (35) days of service of the Certification of Taxable Value, furnish to the property Appraiser and Tax Collector the proposed millage rate and the date, time and place at which public hearings will be held to consider the proposed millage rate and the tentative budget,

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

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

6 Section 2. ADOPTION OF PROPOSED MILLAGE RATE: The City
7 Council hereby adopts and establishes the proposed millage rate for FY 2010/2011
8 at 6.2728, which is \$6.2728 per \$1,000.00 of assessed property within the City of
9 Miami Gardens, Florida.

10 Section 3. COMPUTATION OF ROLLBACK RATE: The roll-rate is
11 6.2728.

12 Section 4. ESTABLISHMENT OF DATE, TIME AND PLACE OF
13 PUBLIC HEARING: The date, time and place of the first and second public
14 hearings on the proposed millage rate and tentative budget is set by the City
15 Council as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
<u>First Budget Hearing:</u>		
<u>September 8</u>	<u>5:30 p.m.</u>	<u>City Hall/City of Miami Gardens 1515 NW 167 St., Bldg. 5, #200 Miami Gardens, FL 33169</u>
<u>Second Budget Hearing:</u>		
<u>September 22</u>	<u>6:00 p.m.</u>	<u>City Hall/City of Miami Gardens 1515 NW 167 St., Bldg. 5, #200 Miami Gardens, FL 33169</u>

1 Section 4. DIRECTIONS TO THE CITY CLERK: The City Clerk is
2 directed to send the original Certification of Taxable Value and a certified copy of
3 this resolution to the Property Appraiser and the Tax Collector on or before
4 August 4, 2010.

5 Section 5. EFFECTIVE DATE: This resolution shall be effective
6 immediately upon its adoption.

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

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SHIRLEY GIBSON, MAYOR

ATTEST:

RONETTA TAYLOR, CMC, CITY CLERK

Reviewed by SONJA K. DICKENS, ESQ.
City Attorney

SPONSORED BY: Danny O. Crew

MOTION BY: _____

SECOND BY: _____

VOTE: _____

33 Mayor Shirley Gibson	____(Yes)	____(No)
34 Vice Mayor Aaron Campbell, Jr.	____(Yes)	____(No)
35 Councilwoman Barbara Watson	____(Yes)	____(No)
36 Councilman Melvin L. Bratton	____(Yes)	____(No)
37 Councilman Andre' Williams	____(Yes)	____(No)
38 Councilwoman Sharon Pritchett	____(Yes)	____(No)
39 Councilman Oliver Gilbert III	____(Yes)	____(No)

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