CITY OF MIAMI GARDENS
CITY COUNCIL MEETING AGENDA

Meeting Date: April 28, 2010
1515 NW 167th St., Bldg. 5, Suite 200
Miami Gardens, Florida 33169
Next Regular Meeting Date: May 12, 2010
Phone: (305) 622-8000 Fax: (305) 622-8001
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

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

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

(A) CALL TO ORDER/ROLL CALL

(B) INVOCATION

(C) PLEDGE OF ALLEGIANCE

(D) APPROVAL OF MINUTES

D-1) Regular City Council Minutes – March 24, 2010

(E) ORDER OF BUSINESS (Items to be pulled from Consent Agenda

(F) SPECIAL PRESENTATIONS (5 minutes each)

F-1) Commission for Women Quarterly Report
F-2) Elderly Affairs Advisory Committee Quarterly Report
F-3) Reverend Adams, Mt. Zion A.M.E. Church
F-4) City Manager Dr. Danny O. Crew – Employee of the Month/5 Year Service Pin
F-5) Javier Fernandez, Spase Designz/Spase Cadets
F-6) City Manager Dr. Danny O. Crew – Designs for Proposed City Hall Complex

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, PROVIDING FOR AN AMENDMENT TO SECTION 2.3(C), OF THE CHARTER OF THE CITY OF MIAMI GARDENS, TO DELETE THE REFERENCE TO "N.W. 20TH AVENUE" FROM THE EASTERN BOUNDARY DESCRIPTION FOR RESIDENTIAL AREA ONE; SUBMITTING THE QUESTION FOR APPROVAL OF THE ELECTORATE OF THE CITY OF MIAMI GARDENS AT THE GENERAL ELECTION TO BE HELD IN AUGUST 2010; PROVIDING FOR THE CALL OF THE ELECTION ON THE ISSUE TO BE PRESENTED ON THE BALLOT; PROVIDING FOR AUTHORITY TO THE CITY ATTORNEY AND CITY CLERK; PROVIDING FOR REPRESENTATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN AARON CAMPBELL JR.)

H-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ORDINANCE NO. 2005-10-48, AS AMENDED, TO CREATE ARTICLE III ESTABLISHING DEBARMENT PROCEDURES; PROVIDING DEFINITIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

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

None

(J-1) CONSENT AGENDA

J-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR A GRANT WITH THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF FORESTRY AND TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) TO SUPPORT THE CITY'S "URBAN TREE CANOPY PROGRAM;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

J-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THAT CERTAIN AGREEMENT WITH THE CHILDREN'S TRUST TO ACCEPT GRANT FUNDING IN THE AMOUNT OF FOUR HUNDRED TWENTY-ONE THOUSAND DOLLARS ($421,000.00) FOR THE MIAMI GARDENS/OPA-LOCKA VIOLENCE PREVENTION COALITION; AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH COMMUNITY GROUPS ENGAGED IN ACTIVITIES CONSISTENT WITH THE COALITION'S MISSION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

J-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS599 FOR PUBLIC WORKS SERVICES IN THE AMOUNT OF FIFTY-SIX THOUSAND, FOUR HUNDRED AND SIXTY-SEVEN DOLLARS ($56,467.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

J-4) **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 AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS518 FOR PUBLIC WORKS STORMWATER SERVICES IN THE AMOUNT OF FIFTY-SIX THOUSAND, FOUR HUNDRED AND SIXTY-SEVEN DOLLARS ($56,467.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

J-5) **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING GREEN CORRIDOR LEGISLATION; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)**

J-6) **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 CONCESSION AGREEMENT WITH NEW YORK ROMA PIZZA & CATERING, INC., DIVISION OF CONCESSION SERVICES AT CITY PARKS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**

J-7) **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING MAYOR SHIRLEY GIBSON'S APPOINTMENT OF BOB MORRISON TO FILL THE UNEXPIRED TERM OF BEAU PARRILLO ON THE MIAMI GARDENS CITIZEN'S ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)**

J-8) **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RENAMING THE MIAMI GARDENS COMMUNITY CENTER RECREATION BUILDING TO THE "BETTY T. FERGUSON RECREATION BUILDING;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR SHIRLEY GIBSON)**

J-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILMAN MELVIN L. BRATTONS APPOINTMENT OF MARGARET A. HALL TO FILL THE UNEXPIRED TERM OF ERICA P. MORRIS ON THE MIAMI GARDENS COMMISSION FOR WOMEN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN MELVIN L. BRATTON)

(K-1) RESOLUTIONS

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO ISSUE A REQUEST FOR NEGOTIATIONS RELATING TO THE CITY OF MIAMI GARDENS' TOWN CENTER DEVELOPMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

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

M-1) City Manager's Monthly Report

(N) REPORTS OF MAYOR AND COUNCIL MEMBERS

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

(P) ADJOURNMENT

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT./ 2750, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 622-8000 EXT. 2750. THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY'S WEBSITE AT www.miamigardens-fl.gov.

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

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	*April 28, 2010*		**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:	N/A		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
Contract/P.O. Required: *(Enter X in box)*	Yes	No	**RFP/RFQ/Bid #:**		*N/A*			
		x						
Sponsor Name	**Vice Mayor Aaron Campbell Jr.**		**Department:**		***City Council***			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, PROVIDING FOR AN AMENDMENT TO SECTION 2.3(C), OF THE CHARTER OF THE CITY OF MIAMI GARDENS, TO DELETE THE REFERENCE TO "N.W. 20TH AVENUE" FROM THE EASTERN BOUNDARY DESCRIPTION FOR RESIDENTIAL AREA ONE; SUBMITTING THE QUESTION FOR APPROVAL OF THE ELECTORATE OF THE CITY OF MIAMI GARDENS AT THE GENERAL ELECTION TO BE HELD IN AUGUST 2010; PROVIDING FOR THE CALL FO THE ELECTION ON THE ISSUE TO BE PRESENTED ON THE BALLOT; PROVIDING FOR AUTHORITY TO THE CITY ATTORNEY AND CITY CLERK; PROVIDING FOR REPRESENTATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES AND RESOLUTION IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Section 2.3(C) of the City's Charter, which describes the boundaries for the City's residential areas, makes reference to "N.W. 20th Avenue" in the Eastern Boundary description for Residential Area One. The reference to "N.W. 20th Avenue" should be eliminated because the eastern boundary line for Residential Area One actually ends on N.W. 27th Avenue. The reference to "N.W. 20th Avenue" should be removed to eliminate any confusion that constituents may have regarding their respective districts and voting precincts.

ITEM H-1) ORDINANCE
FIRST READING
Proposed Charter Amendment

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

Proposed Action:

It is the intention of the City Council of the City of Miami Gardens that in the event the ballot question presented herein is approved by the electors of the City that the provisions of this Ordinance shall become and be made a part of the Charter as included in the Code of Ordinances of the City of Miami Gardens.

Attachment:

ORDINANCE No. 2010-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, PROVIDING FOR AN AMENDMENT TO SECTION 2.3(C), OF THE CHARTER OF THE CITY OF MIAMI GARDENS, TO DELETE THE REFERENCE TO "N.W. 20TH AVENUE" FROM THE EASTERN BOUNDARY DESCRIPTION FOR RESIDENTIAL AREA ONE; SUBMITTING THE QUESTION FOR APPROVAL OF THE ELECTORATE OF THE CITY OF MIAMI GARDENS AT THE GENERAL ELECTION TO BE HELD IN AUGUST 2010; PROVIDING FOR THE CALL OF THE ELECTION ON THE ISSUE TO BE PRESENTED ON THE BALLOT; PROVIDING FOR AUTHORITY TO THE CITY ATTORNEY AND CITY CLERK; PROVIDING FOR REPRESENTATIONS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with §166.031, Florida Statutes, a municipality may amend its charter by adopting an ordinance and by placing the proposed amendment to a vote of the electors at the next general election held within the municipality or at a special election called for such a purpose, and

WHEREAS, Section 2.3(c) of the City's Charter, which describes the boundaries for the City's residential areas, makes reference to "N.W. 20th Avenue" in the Eastern Boundary description for Residential Area One, and

WHEREAS, the reference to "N.W. 20th Avenue" should be eliminated because the eastern boundary line for Residential Area One actually ends at N.W. 27th Avenue, and

WHEREAS, the reference to "N.W. 20th Avenue" should be removed to eliminate any confusion that constituents may have regarding their respective districts and voting precincts,

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Language deleted is stricken through and language added is underlined.

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

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses 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 hereby amends Section 2.3(C) of the Charter as follows:

(C) *Residential Areas. Seats 1-4.* The City shall be divided into four residential areas. Individually each is a "Residential Area" collectively "Residential Areas." One Council member shall be elected to a Seat from each Residential Area. Council members from Residential Areas are collectively the "Residential Area Council members." Individually each is a "Residential Area Council member." The Residential Areas corresponding to each Seat are formally set forth below:

Seat 1	Northern Boundary:	N.W. 215th Street
	Eastern Boundary:	N.W. 27th Avenue~~, N.W. 20th Avenue~~
	Southern Boundary:	N.W. 199th Street, west to N.W. 37th Avenue, south to N.W. 191st Street, west to N.W. 42nd Avenue, South to SR 826, west to 47th Avenue.
	Western Boundary:	N.W. 47th Avenue
Seat 2	Northern Boundary:	N.W. 215th Street
	Eastern Boundary:	N.E. 2nd Avenue, south to N.W. 199th Street, west to North Miami Avenue, south to N.W. 183rd Street
	Southern Boundary:	N.W. 183 Street
	Western Boundary:	Florida Turnpike, north to N.W. 199th

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		Street, west to N.W. 27th Avenue, north to N.W. 215th Street
Seat 3	Northern Boundary:	N.W. 199th Street, south along Florida Turnpike, to N.W. 183rd Street, east along N.W. 183rd Street to North Miami Avenue.
	Eastern Boundary:	North Miami Avenue, South to SR 9, southwest on SR 9 to N.W. 151st Street
	Southern Boundary:	N.W. 151st Street to N.W. 27th Avenue.
	Western Boundary:	N.W. 27th Avenue
Seat 4	Northern Boundary:	N.W. 199th Street, west to N.W. 37th Avenue, south to N.W. 191st Street, west to N.W. 42nd Avenue, south to SR 826, west to 57th Avenue.
	Eastern Boundary:	N.W. 27th Avenue.
	Southern Boundary:	N.W. 151st Street to N.W. 57th Avenue.
	Western Boundary:	N.W. 57th Avenue, north to SR 826, east to N.W. 47th Avenue, north to N.W. 191st Street, east to 37th Avenue, north to N.W. 199th Street, east to N.W. 27th Avenue.

SECTION 3. ELECTION CALL: The Mayor and City Council hereby call for an election to be held concurrent with the general election to be held in the month of August 2010, at such time as may be convenient for, and determined in accordance with the procedure of the Supervisor of Elections in and for Miami-Dade County, Florida, the City Clerk and City Attorney are hereby directed and empowered to do such things as may be necessary and proper in accordance with the laws of the City of Miami Gardens and the laws of the State of Florida to provide for such election on the proposition herein

Language deleted is stricken through and language added is underlined.

contemplated; and there should be presented to the electorate of the City of Miami Gardens, the question of whether or not to amend Section 2.3(C) of the City Charter to eliminate the reference to “N.W. 20th Avenue” from the Eastern Boundary Description for Seat One.

SECTION 4. ELECTORATE APPROVAL NECESSARY: There shall be placed on the ballot of the General Election to be held in the month of August, 2010, in accordance with the call thereof by the City Council, the following proposition of whether to amend Section 2.3(C) of the Charter to eliminate the reference to “N.W. 20th Avenue” from the description of the Eastern Boundary Line for Residential Area One; providing that each elector shall indicate such elector's approval for the proposition; providing further, that in the event the elector shall indicate both approval for and against such change, such elector's vote and ballot shall not be counted in determining the question presented on such ballot and in such election. One ballot shall be established and made available to each elector, by electronic or other means for the purpose of expression of such elector's approval or disapproval of the proposition and such proposition shall be summarized as follows:

ELIMINATE REFERENCE TO “N.W. 20TH AVENUE” FROM THE EASTERN BOUNDARY DESCRIPTION FOR RESIDENTIAL AREA ONE

Shall Section 2.3(C) of the City Charter be amended to eliminate any reference to “N.W. 20th Avenue” from the description of the Eastern Boundary line for Residential Area One?

For_____

Against_____

Language deleted is stricken through and language added is underlined.

SECTION 5: AUTHORITY: The City Attorney and City Clerk are hereby authorized to make any such amendments to the ballot title and/or question based upon the rules, regulations and policies of the Miami-Dade Supervisor of Elections, and is hereby authorized to take all steps necessary to fulfill the intent of this Ordinance.

SECTION 6. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 7. 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 8. INCLUSION IN CODE: It is the intention of the City Council of the City of Miami Gardens that in the event the ballot question presented herein is approved by the electors of the City that the provisions of this Ordinance shall become and be made a part of the Charter as included in the Code of Ordinances of the City of Miami Gardens and that the sections 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 9. EFFECTIVE DATE: This Ordinance shall become immediately upon its passage.

PASSED ON FIRST READING ON THE APRIL 28TH DAY OF

Language deleted is stricken through and language added is underlined.

_____, 2010.

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

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

Prepared by SONJA K. DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: COUNCILMAN AARON CAMPBELL, JR.

MOVED BY:

VOTE:

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

Language deleted is stricken through and language added is underlined.

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**April 28, 2010**		**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:	**N/A**		**Advertising Requirement:**		**Yes**		**No**	
							X	
Contract/P.O. Required:	Yes	No	**RFP/RFQ/Bid #:**		**N/A**			
		X						
Sponsor Name:	**Dr. Danny O. Crew, City Manager**		**Department:**		**Purchasing**			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ORDINANCE NO. 2005-10-48, AS AMENDED, TO CREATE ARTICLE III ESTABLISHING DEBARMENT PROCEDURES; PROVIDING DEFINITIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

An ordinance was placed on the March 10, 2010 City Council Agenda to amend the Purchasing Code to include procedures for debarring businesses that default on contracts and violate ethical standards. During the meeting, a number of questions were raised concerning the differences between Miami-Dade County's debarment procedures and the City's proposed ordinance. As a result, Council directed the City Attorney to analyze and highlight key differences between the County's ordinance and the City's proposed ordinance.

The proposed ordinance authorizes the City Manager to recommend debarment after consultation with the City Attorney. The debarment period shall be for a period of not less than two (2) years and no more than five (5) years.

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Miami Gardens, Florida 33169

Debarred contractors may appeal the City Manager's decision by filing a written Notice of Appeal to the Office of the City Clerk within ten (10) calendar days. A Special Master will be appointed to hear the appeal within 15 days receipt of the notice. An aggrieved party, including the City, may appeal a final order of the Special Master to the Appellate Division of the Circuit Court of the Eleventh Judicial Circuit.

Proposed Action:

That the City Council approve the proposed amendment to Ordinance 2005-10-48 to include Article III Debarment Procedures.

Attachment:

- Memo dated March 25, 2010 from the City Attorney
- Analysis of Debarment Procedures between Miami-Dade County and the City of Miami Gardens
- Miami-Dade County Debarment Ordinance

ORDINANCE No. 2010-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ORDINANCE NO. 2005-10-48, AS AMENDED, TO CREATE ARTICLE III ESTABLISHING DEBARMENT PROCEDURES; PROVIDING DEFINITIONS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens desires to conduct business with contractors who operate with the highest level of integrity, and

WHEREAS, it is necessary to amend Ordinance No. 2005-10-48 to establish debarment procedures to protect the City from engaging in business relations with dishonest, unethical, or otherwise irresponsible contractors, and

WHEREAS, the establishment of debarment procedures will prevent fraud, waste and abuse of City resources,

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. AMENDMENT: Ordinance No. 2005-10-48 is hereby amended to create include Article III establishing debarment procedures as follows:

ARTICLE III: DEBARMENT PROCEDURES

Section 25: Purpose.

The purpose of this Article is to protect the City from risks associated with awarding contracts to persons or firms having exhibited an inability or unwillingness to fulfill contractual requirements, and to protect the City's interests and the integrity of the procurement process by preventing contractors who have displayed improper conduct from engaging in business with the City for specific periods of time. The policies outlined in this Article are not intended to be punitive in nature. Instead, the City will seek other legal recourse, if necessary to enforce contractual obligations.

Section 26: Definitions.

For purposes of Article III, the following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

(1) "Debarment" is the act of excluding a vendor from city contracting and city approved contracting.

(2) "Conviction" means a judgment or conviction of a criminal offense, be it a felony or misdemeanor, by any court of competent jurisdiction, whether entered upon by a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

(3) "Civil judgment" means a judgment or finding of a civil offense by any court of competent jurisdiction.

Section 27: Causes for Debarment.

The City Manager shall debar a person or entity from city procurement for cause. The debarment period shall be for a period of not less than two (2) years and no more than five (5) years. Causes for debarment include:

(1) Conviction of a criminal offense or civil judgment as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract <u>if in the opinion of the City Manager or City Attorney that such offense will affect the contractor's ability to perform under the contract</u>;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a city contractor;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(4) Violation of contract provisions which are regarded by the City Manager to be so serious as to justify debarment action. Such actions include:

(a) Deliberate failure, without good cause, to perform in accordance with the specifications or within the time limit provided in the contract;

(b) A record of failure to perform, or of unsatisfactory performance in accordance with the terms of one or more contracts;

(c) The untimely and unwarranted withdrawal of a bid or response to ITB or RFP;

(d) Becoming insolvent or being declared bankrupt;

(e) Any misrepresentation in connection with a solicitation or any misrepresentation of fact upon which the City has based a decision on awarding a bid;

(5) Violation of the ethical standards contained in this Code;

(6) Debarment by another governmental entity for any cause listed in this Code; and

(7) Any other cause the City Manager determines to be serious and compelling as to affect responsibility as a city contractor.

Section 28: Effect of Debarment.

(1) Debarred contractors are excluded from receiving contracts, and departments shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the City Manager determines that an emergency exists justifying such action, and obtains approval from the City Council. Debarred contractors are also excluded from conducting business with the city as agents, representatives, subcontractors or partners of other contractors.

(2) Debarred contractors are excluded from acting as individual sureties.

Section 29: List of Debarred Contractors.

The City Manager, or his or her designee, shall compile and maintain a current, consolidated list of all contractors debarred by the City. Such list shall be public record and shall be available for public inspection and dissemination. The list shall include:

(1) The names and addresses of all contractors debarred;

(2) The cause for the debarment action, as is further described herein, or other statutory or regulatory authority;

(3) The effect of the debarment action;

(4) The termination date for each listing;

(5) The contractor's certificate of competency or license number, when applicable; and

(6) The qualifier of the contractor, when applicable.

Section 30: Decision to Debar.

A decision to suspend or debar shall be made after consultation with the City Attorney. The City Manager, or his or her designee, shall issue a written decision of debarment to the person involved. The decision shall state the reasons for the action taken and shall include information on the person's right to appeal. A copy of the decision shall be mailed to the person, which is the subject of debarment.

Section 31: Appeals Process.

(1) A decision to debar shall be final and conclusive, unless the person debarred files a written notice of appeal to the City Clerk within ten (10) calendar days after receipt of the City Manager's decision. Such written notice shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check in the amount of $500.00 to reimburse the City for administrative costs associated with the appeals process. Any grounds not stated shall be deemed waived.

(2) Appeals shall be referred by the City Clerk to the City Attorney who shall select a Special Master, from the list of City-approved Special Masters, to hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the Notice of Appeal. The Special Master shall consider the written notice of appeal, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such findings and recommendations shall be filed with the City Clerk.

(3) An aggrieved party, including the City, may appeal a final order of the Special Master to the appellate division of the Circuit Court of the Eleventh Judicial Circuit. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Special Master. An appeal shall be filed within thirty (30) days of the date of the written order to which the appeal is directed.

(4) Failure to follow the appellate procedures set forth herein shall automatically nullify any appeal or claim brought by an aggrieved contractor.

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 sections 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; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. EFFECTIVE DATE: This Ordinance shall take effect immediately upon its final passage.

PASSED ON FIRST READING ON THE 28TH DAY OF APRIL, 2010.

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

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

_____

SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY:_____

VOTE: _____

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

City of Miami Gardens

INTER-OFFICE MEMORANDUM

DATE: March 24, 2010

TO: Mayor Shirley Gibson
Vice Mayor Aaron Campbell, Jr.
Councilman Melvin L. Bratton
Councilman Oliver Gilbert, III
Councilwoman Barbara Watson
Councilwoman Sharon Pritchett
Councilman Andre' Williams

CC: Dr. Danny Crew, City Manager
Pamila Thompson, Procurement Manager

FROM: Sonja K. Dickens, City Attorney

RE: Debarment Procedures

An ordinance was placed on the March 10, 2010 Agenda to amend the Purchasing Code to include debarment procedures. During the meeting a number of questions were raised concerning differences between Miami-Dade County's debarment procedures. As a result, my office analyzed and compared the County's debarment procedures with the City's proposed ordinance.

Enclosed you will find the following:

1. Analysis of Miami-Dade County's debarment procedures
2. Miami-Dade County Debarment Ordinance
3. Analysis of City of Miami Gardens' proposed debarment procedures
4. City of Miami Gardens Proposed Debarment Ordinance

Please review the enclosed documents and do not hesitate to contact me should you have any questions. It is anticipated that the proposed debarment procedures will be placed on the April 28, 2010 City Council Meeting Agenda. Thank you.

CITY OF MIAMI GARDENS DEBARMENT PROCEDURES

1. After consultation with the City Attorney, the City Manager recommends debarment. Written notice of debarment is mailed to contractor.

2. Within ten (10) calendar days of City Manager's decision, debarred contractor must file written Notice of Appeal to City Clerk outlining grounds of appeal and enclosing pertinent documents and evidence and $500 administrative fee.

3. A Special Master hearing is conducted within 15 days of the filing Notice of Appeal. The Special Master weighs all evidence and issues a written opinion.

4. Special Master's findings may be appealed to the 11th Judicial Circuit.

MIAMI-DADE COUNTY DEBARMENT PROCEDURES

Debarment Committee consists of:

1. Two (2) County department directors or assistant directors; and

2. One (1) member from private industry selected the County's Department of Business Development from a Standing Pool of Committee members appointed by the County Manager.

Please note that at least one committee member must have working knowledge of the affected area.

Debarment Process:

1. The affected department forwards a written request for debarment to the County's Director of Business Development.

2. Director of Business Development creates a Debarment Committee from the Standing Pool of Committee members.

3. The requesting department presents evidence and argument to the Debarment Committee. The County Attorney's Office provides legal representation to the requesting debarment department. Please note that the County Attorney's Office is responsible for providing the Debarment Committee with independent counsel as well.

4. A Notice of Proposal to Debar is issued to the contractor at least twenty (20) days prior to the debarment hearing.

5. Seven (7) days prior to the hearing, the contractor is required to furnish the Debarment Committee with a list of defenses, along with any supporting documents. An extension may be requested and the Debarment Committee has the sole authority to grant or deny such request.

6. Debarment Committee may rule in one the following three (3) ways:

    a. In actions based upon a conviction or judgment, or in which there is no genuine dispute over material facts, the Debarment Committee issues a ruling based on the information in the administrative record;

    b. In actions where the facts are in dispute, the Debarment Committee bases its decision on the preponderance of the evidence standard; or

    c. In the event the contractor fails to appear at the debarment hearing or to present competent proof under oath through persons with direct knowledge, the contractor will be subject to automatic debarment.

7. County Manager has the right to override the committee's findings. The County Manager must state, in writing, the reasons for overriding the Debarment Committee's decision.

8. If the County Manager affirms the committee's decision, the contractor is issued a written copy of the Debarment Committee's decision within twenty (20) working days. The decision becomes final the 21st working day after the issuance of the Debarment Committee's written opinion.

9. The committee's decision may be appealed to the Appellate Division of the Circuit Court. Debarred contractors are permitted to seek a stay of the debarment decision in accordance with the Florida Rules of Appellate Procedure.

The County Commission is not involved in the debarment process.

Sec. 10-38. - Debarment of contractors from County work.

(a)

Purpose of debarment:

(1)

The County shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. To effectuate this policy, the debarment of contractors from County work may be undertaken.

(2)

The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the County's protection, and not for purposes of punishment. Debarment shall be imposed in accordance with the procedures contained in this ordinance.

(3)

Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of County bidders and contractors, and the rejection or termination of County bidders and contractors based on findings of non-responsibility on a case by case basis.

(b)

Definitions:

(1)

Affiliates. Business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly, (i) either one (1) controls or has the power to control the other, or (ii) a third party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized by a debarred entity, individual, or affiliate following the debarment of a contractor that has the same or similar management, ownership, or principal employees as the contractor that was debarred or suspended.

(2)

Civil judgment means a judgment or finding of a civil offense by any court of competent jurisdiction.

(3)

Contractor means any individual or other legal entity that:

(i)

Directly or indirectly (e.g., through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a County contract for construction or for procurement of goods or services, including professional services; or

(ii)

Conducts business, or reasonably may be expected to conduct business, with the County as an agent, surety, representative or subcontractor of another contractor.

(iii)

For the purposes of this section, the terms "vendor" and "consultant" have the same meaning as "contractor." "Subconsultant" has the same meaning as "subcontractor."

(4)

Conviction means a judgment or conviction of a criminal offense, be it a felony or misdemeanor, by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

(5)

Debarment mean action taken by the Debarment Committee to exclude a contractor from County contracting and County-approved subcontracting for a reasonable, specified period as provided in subsection (j) below; a contractor so excluded is debarred.

(6)

Debarment committee means a group of two (2) County department directors or assistant directors and one (1) member from private industry selected by DBD from a Standing Pool of Committee members appointed by the County Manager, to evaluate and, if warranted, to impose debarment. At least one (1) member of the Debarment Committee shall have working knowledge of the affected area. All Debarment Committee members appointed to a specific Debarment Committee shall be subject to restrictions similar to those in the Cone of Silence Ordinance 98-106 in that they are prohibited from having any communication with any of the parties involved in the specific debarment, or their representatives. Violation of this policy could lead to termination.

(7)

Indictment means indictment for a criminal offense. An information or other filing by competent authority charging a criminal offense shall be given the same effect as an indictment.

(8)

Legal proceeding means any civil judicial proceeding to which the county is a party or any criminal proceeding. The term includes appeals from such proceedings.

(9)

List of debarred contractors means a list compiled, maintained and distributed by the Department of Business Development ("DBD") of Miami-Dade County, containing the names of contractors debarred under the procedures of this ordinance.

(10)

Preponderance of the evidence means proof by information that, compared with that opposing it, leads to the conclusion that the fact at issue is more probably true than not.

(c)

List of debarred contractors:

(1)

DBD, as the agency charged with the implementation of this ordinance shall:

(i)

Compile and maintain a current, consolidated list ("List") of all contractors debarred by County departments. Such list shall be public record and shall be available for public inspection and dissemination;

(ii)

Periodically revise and distribute the list and issue supplements, if necessary, to all departments, to the office of the County Manager, to the Board of County Commissioners; and

(iii)

Include in the list the name and telephone number of the official responsible for its maintenance and distribution.

(2)

The list shall indicate:

(i)

The names and addresses of all contractors debarred, in alphabetical order;

(ii)

The name of the department that recommends initiation of the debarment action;

(iii)

The cause for the debarment action, as is further described herein, or other statutory or regulatory authority;

(iv)

The effect of the debarment action;

(v)

The termination date for each listing;

(vi)

The contractor's certificate of competency or license number, when applicable;

(vii)

The qualifier of the contractor, when applicable;

(viii)

The name and telephone number of the point of contact in the department recommending the debarment action.

(3)

DBD shall:

(i)

In accordance with internal retention procedures, maintain records relating to each debarment;

(ii)

Establish procedures to provide for the effective use of the list, including internal distribution thereof, to ensure that departments do not solicit offers from, award contracts to, or consent to subcontracts with contractors on the list; and

(iii)

Respond to inquiries concerning listed contractors and coordinate such responses with the department that recommended the action.

(d)

Effects of debarment:

(1)

Debarred contractors are excluded from receiving contracts, and departments shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the county manager determines that an emergency exists justifying such action, and obtains approval from the Board of County Commissioners. Debarred contractors are also excluded from conducting business with the County as agents, representatives, subcontractors or partners of other contractors.

(2)

Debarred contractors are excluded from acting as individual sureties.

(e)

Continuation of current contracts:

(1)

Commencing on the effective date of this ordinance, all proposed County contracts for construction, or for procurement of goods and services, including professional services, shall incorporate this ordinance and specify that debarment may constitute grounds for termination of any existing County contract.

(2)

The debarment shall take effect in accordance with the notice provided by the County Manager pursuant to subsection (i)(9) below, except that if a department continues contracts or subcontracts in existence at the time the contractor was debarred, the debarment period shall commence upon the conclusion of the contract, and in the interim the debarred contractor shall not enter into any county contracts.

(3)

Departments may not renew or otherwise extend the duration of current contracts, or consent to subcontracts with debarred contractors, unless the County Manager determines that an emergency exists justifying the renewal or extension or for an approved extension due to delay or time extension for reasons beyond the contractors control, and such action is approved by the Board of County Commissioners.

(4)

No further work shall be awarded to a debarred contractor in connection with a continuing or miscellaneous construction contract, or a continuing or miscellaneous contract for goods or services, including professional services, or similar contract, where the work is divided into separate discrete groups and the county's refusal or denial of further work under the contract will not result in a breach of such contract.

(f)

Restrictions on subcontracting:

(1)

When a debarred contractor is proposed as a subcontractor for any subcontract subject to County approval, the department shall not consent to subcontracts with such contractors unless the County Manager determines that an emergency exists justifying such consent, and the Board of County Commissioners approves such decision.

(2)

The County shall not be responsible for any increases in project costs or other expenses incurred by a contractor as a result of rejection of proposed subcontractors pursuant to subsection (f)(1) above, provided the subcontractor was debarred prior to bid opening or opening of proposals.

(g)

Debarment:

(1)

The Debarment Committee may, in the public interest, debar a contractor for any of the causes listed in this ordinance, using the procedures outlined below. The existence of a cause for debarment, however, does not necessarily require that the contractor be debarred; the seriousness of the contractor's acts or omissions and any mitigating factors should be considered in making any debarment decision.

(2)

Debarment constitutes debarment of all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the debarred contractor, unless the debarred decision is limited by its terms to specific divisions, organizational elements, or commodities. The Debarment Committee's decision includes any existing affiliates of the contractor, if they are (i) specifically named and (ii) given written notice of the proposed debarment and an opportunity to respond. Future affiliates of the contractor are subject to the pre-existing Debarment Committee's decision.

(3)

A contractor's debarment shall be effective throughout county government.

(h)

Causes for debarment:

(1)

The Debarment Committee may debar a contractor for a conviction or civil judgment:

(i)

For commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, performing, or making a claim upon a public contract or subcontract, or a contract or subcontract funded in whole or in part with public funds;

(ii)

For violation of federal or State antitrust statutes relating to the submission of offers;

(iii)

For commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iv)

For commission of any other payment or performance related offense that seriously and directly affects the completion of one (1) or more contracts or the performance of the completed building, or project, or goods and services; or

(v)

Which makes the County the prevailing party in a legal proceeding, and a court determines that the lawsuit between the contractor and the County was frivolous or filed in bad faith.

(2)

The committee may debar a contractor, based upon a preponderance of the evidence, for:

(i)

Violation of the terms of a County contract or subcontract, or a contract or subcontract funded in whole or in part by County funds, such as willful failure to perform in accordance with the terms of one (1) or more contracts; or the failure to perform, or unsatisfactory performance of one (1) or more contracts.

(ii)

Violation of a County ordinance or administrative order which lists debarment as a potential penalty.

(iii)

Any other cause of so serious or compelling a nature that it affects the responsibility of a county contractor or subcontractor in performing County work.

(3)

The debarment committee may debar a CSBE based upon a preponderance of evidence that the CSBE has forfeited a bond or has defaulted on financial assistance, either of which was provided under the CSBE program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interests, director or partner of such entity, or affiliated business of such entity attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement.

(i)

Debarment procedures:

(1)

Investigation and referral. Departments shall promptly investigate and prepare written reports concerning a proposed debarment, and prepare written requests to DBD for the debarment of contractors the department believes is subject to any of the causes listed above. The County Manager (or his or her designee), and the Office of the Inspector General, may investigate, prepare written reports on, and prepare written requests for, debarment of contractors or subcontractors.

(2)

Upon receipt of a request for debarment, DBD shall create a Debarment Committee, from the Standing Pool of Committee members appointed by the County Manager, none of whose members shall include a representative from the department making the debarment request. DBD shall act as staff to the Debarment Committee. The department requesting debarment shall present evidence and argument to the Debarment Committee. In the event that the requesting department requests the assistance of the County Attorney's Office, the County Attorney's Office shall provide as counsel to the requesting department a representative of the office independent from any designated to advise the Debarment Committee in the proceedings.

(3)

Notice of proposal to debar. DBD, on behalf of the Debarment Committee, shall issue a notice of proposed debarment advising the contractor and any specifically named affiliates, by certified mail, return receipt requested, or personal service, that:

(i)

Debarment is being considered;

(ii)

Of the reasons and causes for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;

(iii)

That a hearing shall be conducted before the Debarment Committee on a date and time not less than twenty (20) days after service of the notice. The notice shall also advise the contractor that it may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine evidence and testimony presented against it.

(iv)

The notice shall also describe the effect of the issuance of the notice of proposed debarment, and of the potential effect of an actual debarment.

(4)

No later than seven (7) calendar days prior to the scheduled hearing date, the contractor must furnish DBD a list of the defenses, and the documents and records supporting those defenses, the contractor intends to present at the hearing. If the contractor fails to submit the list of defenses, in writing, and the documents and records supporting those defenses, at least seven (7) calendar days prior to the hearing, or fails to seek an extension of time, in writing, at least seven (7) calendar days prior to the hearing, within which to do so, the contractor shall have waived the opportunity to be heard at the hearing. Failure to request an extension at least seven (7) calendar days prior to the hearing shall constitute an absolute waiver to present defenses and to be heard before the Debarment Committee. The Debarment Committee Chair (or the Director of DBD, or his or her designee) has the right to grant or deny an extension of time so long as the request for an extension of time is made at least seven (7) calendar days prior to the hearing, and [[his or her decision may only be reviewed upon an abuse of discretion standard.

(5)

Discovery. The process of discovery, including the subpoenaing of witnesses, the taking of depositions, the submission of interrogatories, and requests for documents, is not permitted under this ordinance. However, any party may make a public records request under Chapter 119 of the Florida Statutes.

(6)

Hearsay evidence shall be admissible at the hearing but shall not form the sole basis for initiating a debarment procedure nor the sole basis of any determination of debarment. The hearing shall be transcribed, taped or otherwise recorded by use of a court reporter, at the election of the committee and at the expense of the county. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party.

(7)

Debarment Committee's decision. In actions based upon a conviction or judgment, or in which there is no genuine dispute over material facts, the Debarment Committee shall make a decision on the basis of all the undisputed, material information in the administrative record, including any undisputed, material submissions made by the contractor. Where actions are based on disputed evidence, the Debarment Committee shall decide what weight to attach to evidence of record, judge the credibility of witnesses, and base its decision on the preponderance of the evidence standard. In the event that the contractor fails to appear at the debarment hearing or to present competent proof under affirmation or oath through persons with direct knowledge of the contractor's performance, the contractor shall be presumed to be not responsible and subject to debarment. The Debarment Committee's decision shall be based on a majority of the members of the Committee. The Debarment Committee shall be the sole trier of fact. The committee's decision shall be made within twenty (20) working days after conclusion of the hearing, unless the Debarment Committee extends this period for good cause.

(8)

The committee's decision shall be in writing and shall include the committee's factual findings, the principal causes of debarment as enumerated in this Ordinance, identification of the contractor and all affiliates affected by the decision, and the specific term, including duration, of the debarment imposed.

(9)

Notice of Debarment Committee's decision.

(i)

If the Debarment Committee decides to impose debarment, and the Debarment Committee's decision is not overridden by the County Manager, the county manager shall give the contractor and any affiliates involved written notice by certified mail, return receipt requested, or hand delivery, within twenty (20) working days of the decision, specifying the reasons for debarment and including a copy of the committee's written decision; stating the period of debarment, including effective dates; and advising that the debarment is effective throughout the county departments.

(ii)

If debarment is not imposed by the Debarment Committee, and the Debarment Committee's decision is not overridden by the County Manager, the county manager shall notify the contractor and any affiliates involved, by certified mail, return receipt requested, or personal service, within twenty (20) working days of the decision.

(10)

All decisions of the Debarment Committee shall be final and shall be effective on the date the notice is signed by the county manager unless overridden by the County Manager within twenty (20) working days of the date of the Debarment Committee's written decision. If the County Manager overrides the decision of the Debarment Committee, the County Manager shall state in writing the reasons for his or her override of the Debarment Committee's decision. If the County Manager does not override the Debarment Committee's decision within twenty (20) working days of the date of the Debarment Committee's written decision, and does not sign the notice to the contractor as stated in Section (i)(9) above, the Debarment Committee's decision is final, and becomes effective on the twenty-first (21st) working day after the date of the Debarment Committee's written decision. The Director of DBD or his or her designee shall then issue the notice to the contractor as required in Section (i)(9) above. Decisions of the Debarment Committee may be appealed to the Appellate Division of the Circuit Court within thirty (30) calendar days of the date the notice is signed by the County Manager. Decisions of the Debarment Committee shall not be overturned absent a finding of abuse of discretion. A debarred contractor may seek a stay of the debarment decision in accordance with the Florida Rules of Appellate Procedure.

(j)

Period of debarment:

(1)

The period of debarment imposed shall be within the sole discretion of the Debarment Committee. Debarment shall be for a period commensurate with the seriousness of the cause(s), and, where applicable, within the guidelines set forth below, but in no event shall exceed five (5) years.

(2)

The following guidelines in the period of debarment shall apply except where mitigating or aggravating circumstances justify deviation:

(i)

For commission of an offense as described in subsection (h)(1)(i): five (5) years.

(ii)

For commission of an offense as described in subsection (h)(1)(ii): five (5) years.

(iii)

For commission of an offense as described in subsection (h)(1)(iii): five (5) years.

(iv)

For commission of an offense as described in subsection (h)(1)(iv): one (1) to two (2) years.

(v)

For commission of an offense as described in subsection (h)(1)(v): two (2) to five (5) years.

(vi)

For commission of an offense as described in subsections (h)(2)(i) or (ii): two (2) to five (5) years.

(vii)

For commission of an offense as described in subsection (h)(2)(iii): one (1) to two (2) years.

(3)

The Debarment Committee may, in its sole discretion, reduce the period of debarment, upon the contractor's written request, for reasons such as:

(i)

Newly discovered material evidence;

(ii)

Reversal of the conviction or civil judgment upon which the debarment was based;

(iii)

Bona fide change in ownership or management;

(iv)

Elimination of other causes for which the debarment was imposed; or

(v)

Other reasons the Debarment Committee deems appropriate.

(4)

The debarred contractor's written request shall contain the reasons for requesting a reduction in the debarment period. DBD, with the assistance of the affected department, shall have thirty (30) days from receipt of such request to submit a written response thereto. The decision of the Department Committee regarding a request made under this subsection is final and non-appealable.

(k)

Scope of debarment:

(1)

The fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, agent, employee, or other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval, or acquiescence. The contractor's acceptance of the benefits derived from the conduct may be evidence of such knowledge, approval or acquiescence.

(2)

The fraudulent, criminal, or other seriously improper conduct of a contractor may be imputed to any officer, director, shareholder, partner, employee, or other individual associated with the contractor who participated in, knew of, or had reason to know of the contractor's conduct.

(3)

The fraudulent, criminal or other seriously improper conduct of any subcontractor associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the subcontractor's performance of duties for or on behalf of the contractor and the contractor had knowledge of, approved of, or acquiesced in this conduct. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

(4)

The fraudulent, criminal, or other seriously improper conduct of one (1) contractor participating in a joint venture or similar arrangement may be imputed to other participating contractors if the conduct occurred for or on behalf of the joint venture or similar arrangement, or with the knowledge, approval, or acquiescence of these contractors. Acceptance of the benefits derived from the conduct may be evidence of such knowledge, approval, or acquiescence.

(Ord. No. 93-129, § 1, 11-16-93; Ord. No. 97-52, § 2, 5-20-97; Ord. No. 98-107, § 1, 7-21-98; Ord. No. 00-18, § 1, 2-8-00)

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**April 28, 2010**		**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:	**FY11 Stormwater Funds (Match)**		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	Yes	No	**RFP/RFQ/Bid #:**					
	X							
Sponsor Name	**City Manager Danny O. Crew**		**Department:**		**Public Works**			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR A GRANT WITH THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF FORESTRY AND TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) TO SUPPORT THE CITY'S "URBAN TREE CANOPY PROGRAM;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

In the City of Miami Gardens, residents' quality of life is closely connected with land conservation associated with development, hence there is a strong economic case for conserving and restoring tree cover and green open space to help guide growth and improve the livability of community neighborhoods. The loss of tree canopy from past storms has created a negative ecological and aesthetic impact in the City of Miami Gardens.

The Department of Agriculture and Consumer Services Division of Forestry has made available the 2010 Urban and Community Forestry (U&CF) Grant Program to provide financial assistance for tree planting and arboricultural practices of urban areas throughout the State of Florida. In order to be awarded funds from the U&CF Grant, Council must support a resolution allowing the City Manager to apply for the grant. Staff will apply for a total of $10,000 in grant funds to support the city's urban tree canopy program. The grant requires a 100% match from the City in the event that grant funds are awarded in fiscal year 2011. Our match of $10,000 will come from the FY2011 Stormwater Fund.

ITEM J-1) CONSENT AGENDA RESOLUTION
Dept. of Agriculture and Consumer Services Grant

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

Proposed Action:

That City Council approve this resolution authorizing the City Manager to apply, negotiate, and execute the 2010 Urban and Community Forestry Grant, with matching funds of $10,000 to be budgeted in FY2011.

Attachment:

None.

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR A GRANT WITH THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF FORESTRY AND TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) TO SUPPORT THE CITY'S "URBAN TREE CANOPY PROGRAM;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the quality of life of the City of Miami Gardens' residents is closely connected with land conversion and development, and

WHEREAS, the loss of tree canopy from past storms has created a negative ecological and aesthetic impact within the City of Miami Gardens, and

WHEREAS, conserving and restoring tree cover and green open space will help guide growth and improve the livability of the City's neighborhoods, and

WHEREAS, City staff recommends applying for the 2010 Urban and Community Forestry Grant Program administered through the Department of Agriculture and Consumer Services Division of Forestry, and

WHEREAS, the grant requires a 100% match, and the City's match of Ten Thousand Dollars ($10,000.00) will come from the fiscal year 2011 Stormwater Fund,

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 take any and all steps necessary to apply for a grant with the Department of Agriculture and Consumer Services Division of Forestry 2010 Urban and Community Forestry Grant Program to support the City's Urban Tree Canopy Program.

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 APRIL 28, 2010.

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY:_____

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)

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**April 28, 2010**		**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		X
Funding Source:	**N/A**		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	Yes	No	**RFP/RFQ/Bid #:**					
	X							
Sponsor Name	**Dr. Danny Crew, City Manager**		**Department:**		**Parks and Recreation Department / Youth Violence Prevention Program**			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THAT CERTAIN AMENDMENT TO THE AGREEMENT WITH THE CHILDREN'S TRUST TO ACCEPT GRANT FUNDING IN THE AMOUNT OF FOUR HUNDRED TWENTY-ONE THOUSAND DOLLARS ($421,000.00) FOR THE MIAMI GARDENS/OPA-LOCKA VIOLENCE PREVENTION COALITION; AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH COMMUNITY GROUPS ENGAGED IN ACTIVITIES CONSISTENT WITH THE COALITION'S MISSION; AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS FOR ADDITIONAL FUNDS AND SERVICES RELATED TO CONTRACT NO. 925-301; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In 2007, a rash of senseless child murders motivated The Children's Trust to contract with the City of Miami Gardens to develop a coordinated and comprehensive effort to prevent youth violence. The

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

result of this effort was the creation of the Miami Gardens/Opa-locka Youth Violence Prevention Coalition, a collaborative partnership between several government and community based agencies throughout the Miami Gardens and Opa-locka communities. The mission of the Coalition is "to create a web of effective community solutions to empower and protect youth and families in Miami Gardens and Opa-locka". The primary goals of the Coalition are to reduce child murder and youth violence/crime through prevention, intervention, law enforcement (community policing), community engagement and social marketing strategies.

Over the last three years, program participants participated in a variety of violence prevention, family strengthening, life skills development, parenting education, and other activities sponsored by the Coalition's community-based organizations. Specifically, during the third year of this contract, the Coalition has provided services to and/or engaged 641 young people and 144 adults.

February 2010 – October 2010 term serves as a nine- month extension period to our third year grant, in which the Coalition plans to serve 356 youth and 271 adults, targeting youth who are suspended from school and truants (major risk factors for youth violence/criminal activity). These youth and their families will have access to case management, youth development, family strengthening, violence prevention and pre-employment training/job placement services administered by the Coalition and partners. Additional community engagement/mobilization activities will be sponsored by the Coalition to build public support for community-wide violence prevention efforts.

As the lead/fiscal agent for the contract, the City of Miami Gardens plays a major role in the implementation, documentation and reporting of all Coalition program activities. The contract provides funding for four (3) FTE project staff who work out of the Cloverleaf Park facility. Contract funding also supports the City's Police Department (staff overtime for truancy sweeps), an Explorers Police Academy, and several community outreach events.

Proposed Action:

It is recommended that the Council approve this resolution to allow the City Manager to negotiate and execute an amendment to the contract with The Children's Trust in the amount of $421,000 and to establish MOUs with community collaborators; thus allowing staff to proceed with enacting components of the proposal. This resolution also allows the City Manager to execute future amendments for additional funds and services related to Contract No. 925-301.

Attachment:

Attachment A – Children's Trust Contract No. 925-301, Amendment #1

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THAT CERTAIN AMENDMENT TO THE AGREEMENT WITH THE CHILDREN'S TRUST TO ACCEPT GRANT FUNDING IN THE AMOUNT OF FOUR HUNDRED TWENTY-ONE THOUSAND DOLLARS ($421,000.00) FOR THE MIAMI GARDENS/OPA-LOCKA VIOLENCE PREVENTION COALITION; AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH COMMUNITY GROUPS ENGAGED IN ACTIVITIES CONSISTENT WITH THE COALITION'S MISSION; AUTHORIZING THE CITY MANAGER TO EXECUTE FUTURE AMENDMENTS FOR ADDITIONAL FUNDS AND SERVICES RELATED TO CONTRACT NO. 925-301PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 13, 2009, the City Council adopted Resolution No. 2009-94-1039, authorizing the City Manager to enter into an agreement with the Children's Trust to develop a coordinated and comprehensive effort to prevent youth violence, and

WHEREAS, the Miami Gardens/Opa-Locka Youth Violence Prevention Coalition, a collaborative partnership between several government and community based agencies, was created to empower and protect youth and families in Miami Gardens and Opa-Locka, and

WHEREAS, the primary goal of the Coalition is to reduce child murder, youth violence and crime through prevention, intervention, law enforcement, community engagement and social marketing strategies, and

WHEREAS, the Children's Trust wishes to extend the current Agreement for an additional nine (9) months and award additional funding in the amount of Four Hundred

Twenty-One Thousand Dollars ($421,000.00) for the Miami Gardens/ Opa-Locka Youth Prevention Coalition to target truants and youth who are suspended from school, as this has been identified as major risk factors for youth violence and criminal activity, and

WHEREAS, the participants and their families will have access to case management, youth development, family strengthening, violence prevention, pre-employment training and job placement services,

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 negotiate and execute that certain Agreement with the Children's Trust to accept grant funding in the amount of Four Hundred Twenty-One Thousand Dollars ($421,000.00) for the Miami Gardens/Opa-Locka Youth Violence Prevention Coalition and further authorizes the City Manager to enter into Memorandums of Understanding with community groups engaged in activities consistent with the Coalition's mission. The City Manager is also authorized to execute future amendments for additional funds and services related to Contract No. 925-301.

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 APRIL 28, 2010.

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY:_____

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)

AMENDMENT # 001

THIS AMENDMENT, Amendment #001 is entered into between **The Children's Trust** and **City of Miami Gardens** hereinafter referred to as the "Provider" and amends The City of Miami Gardens contract # 925-301 originally executed on June 9, 2009.

The purpose of this Amendment is to amend the contract to: 1) extend the term by nine (9) months from February 1, 2010 to October 31, 2010 pursuant to Resolution # 2010-17; 2) add additional funding in the amount of $421,000 for this nine (9) month period only; incorporate a revised Scope of Services for the extension period; and incorporate a revised Data Reporting Requirements for the extended period as described in the contract.

The following modification(s) are hereby incorporated into the current contract:

Page 1, Section A. Effective Term, is hereby amended to state "The effective term of this Amended Contract shall be for an additional nine (9) months from February 1, 2010 through October 31, 2010, subject to funding availability and Provider's performance. "

Page 1, Section D. Total Funding, is hereby amended to state, "Subject to the availability of funds, the maximum amount payable for Services rendered under this Amended Contract shall not exceed the contract extension amount of **$421,000**. **Under no circumstances will funds unspent under the original term of the contract be rolled-over above this contract extension amount.**

The Parties agree that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be proportionately reduced at the sole option of The Children's Trust, with a proportionate reduction in the Services. Provider agrees to adhere to the Budget outlined in Attachment B-1 to this Amended Contract."

Included with this Amendment are the new attachments to this Contract:

1. The addition of Attachment A-1: Scope of Services for the extended period of February 1, 2010 to October 31, 2010.

2. The addition of Attachment B-1: Fiscal Requirements, Budget and Method of Payment for only the nine (9) months extension period. No unexpended funds from the original contract term beginning March 1, 2009 and ending January 2010 will be rolled over to the budget for the effective term of this Amendment as referenced in Section A. Effective Term above.

3. The addition of Attachment C-1: Data Reporting Requirements to provide narrative quarterly reports, including but not limited to updates on data analyses/results, publications, presentations and other dissemination of results.

This Amendment shall begin on February 1, 2010.

All provisions in the contract and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform with this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the contract.

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This Amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused the above referenced Amendments to be executed by their officials thereunto duly authorized.

City of Miami Gardens	THE CHILDREN'S TRUST
SIGNED	SIGNED
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	ITLE: _____
DATE: _____	DATE: _____

This Amendment is not valid until it has been signed by both parties.

Approved as to form and legal sufficiency by County Attorney

M. Anto-VS DATE: March 31, 2010

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ATTACHMENT A-1
Scope of Services – Child Murder Youth Violence

Contract No:	925-301
Agency Name:	The City of Miami Gardens
Program Name:	Youth Violence Prevention Coalition of the Cities of Miami Gardens and Opa-locka - (The Coalition)
Contract Amount:	$421,200.00

1. Program Summary:

The Child Murder and Youth Violence Prevention Initiative is a combined effort of the City of Miami Gardens, the City of Opa-locka, and several non-profit service providers (Coalition 'Partners') that serve youth and families in Miami Gardens and Opa-locka. This group of various entities formed and represents the Youth Violence Prevention Coalition (YVPC). The Coalition's mission is: *"Creating a web of effective community solutions to empower and protect youth and families in Miami Gardens and Opa-locka".* The primary objective of the Coalition is to reduce child murder and youth violence/crime through prevention, intervention, law enforcement (community policing), community engagement and collaboration strategies.

This initiative specifically engages at-risk youth, ages 10-18 (22 with disabilities), and their families. These youth and families are at-risk based on identified risk factors, including: 1) individual characteristics (low academic achievement or failure; truancy; poor social skills, including persistent disruptive, aggressive, and negative behavior in school); 2) family-functioning factors (family conflict – domestic violence, poor family management skills, poor role models); 3) peer influence (friends who engage in problem behavior, gang activity); and, 4) community and societal influences (poverty and discrimination; social acceptance of, or "look the other way" attitudes toward drug use, weapon use, minor crime, and teen sex and pregnancy; availability and easy access of drugs, alcohol, and weapons; and, low neighborhood or community attachment).

While a majority of the young people participating in the initiative will simultaneously possess individual, family, peer and community risk factors, not all youth entering the program will be dominated by negative influences. By virtue of socio-economic statistics, all participants face community and societal negative risk factors. Some youth, however, may possess positive individual and family factors, and serve as a positive role model for their peers. The Coalition will also seek to identify and engage some young people and their families who can serve as a countervailing force against negative factors promoting violence and crime, and build on community assets/strengths.

During the extension period of 2010 (February-October), the Coalition will serve 356 youth, targeting youth who are primarily suspended from school and truants (major risk factors for youth violence/criminal activity). These youth will be referred to the Coalition from various entry points. These include (but are not limited to) the schools, community-based organizations (including Coalition partner organizations), social service agencies, faith-based organizations, law enforcement, and community residents. All youth referred for

program enrollment will be processed through a centralized intake system.

55 out of the 356 participants will receive intensive case management services. These youth will meet the initial program criteria of: 1) living in the cities of Miami Gardens or Opa-locka; 2) between the ages of 10-18 (and 22 with disabilities); and, 3) one of the following risk factors - a) attending a school in the service area; b) have 3 or more unexcused absences from school; c) have been suspended from school; and/or, d) are engaged in a high-risk behavior (including a history of substance, domestic violence and/or gang activity). These youth and their family, referred for case management services, will receive a thorough assessment, individualized service plan, and referral to an appropriate service provider(s), based on their specific need(s). Youth not referred to case management services will participate in various youth development, violence prevention and community engagement/mobilization activities administered by the Coalition and partners. Additionally, 94 youth who are on the brink of engaging in high risk behaviors will receive information and referral navigation services as a form of prevention.

The Coalition's partners include organizations that have the experience, expertise and infrastructure to provide an array of services, ranging from early prevention to deep intervention. Through a set of diverse contractual and non-contractual relationships (including both direct reimbursement and fee-based arrangements), the Coalition will provide a wide range of activities for youth and families. Additionally, the Coalition will plan and facilitate a series of non-service activities including rallies, meetings, forums, and social marketing initiatives aimed at engaging and mobilizing community residents/stakeholders to create new community norms, expectations and culture based on peace, security and opportunity for all.

2. Program Schedule (limit to 50 words):

This is the extension of the final year of a three-year implementation contract. The program year dates are **February 1, 2010 - October 31, 2010.**

3. Target Population (Include numbers in table and a narrative description of participant characteristics, including ages, geography, disabilities, etc.):

Population	Total number of unduplicated participants (describe population below the table)
▪ Children/Youth	856 (500 in original contract period and 356 for extension period)
▪ Parents/Primary Caregivers	446 (175 in original contract period and 271 for extension period)
▪ Other community stakeholders	327 (60 in original contract period and 267 for extension period)

The focus area is Miami Gardens and Opa-locka (zip codes 33054, 33055, 33056 and 33169). Participants include at-risk youth ages 10-22, their families, and concerned residents and stakeholders. The area is 68.17% Black (African/Caribbean-American), 26.93% Hispanic and 4.9% non-Hispanic White. Miami Gardens per capita income is $12,600 with 16.5% below poverty, compared to $21,587 nationally and Opa-locka is

$9,538 with 35.2% below poverty.

Poor economic conditions are linked to school problems. In the Coalition's targeted middle schools, only 35% of students (compared to 45% county-wide) read at grade level. Moreover, suspensions are an inflated 58% (compared to 36.9% of the district's middle schools). The middle school truancy rate is 17.2% (compared to 12.2% for the district). Referrals to drop-out prevention programs are over 50% of high school students in the two cities. Truancy and suspensions are predecessors to arrests. The Miami-Dade School Police Department made the 3rd largest number of juvenile arrests in this area in 2006.

In 2010, the Coalition will primarily target youth who are suspended from school and/or truants for program participation. In addition, as a counterbalancing force, some youth involved in community leadership programs will be enrolled in the initiative. All of these youth will almost exclusively be middle and high school students.

4. Service Locations:

Provider Name	Site Name	Address	City	State	Zip Code
City of Miami Gardens	Cloverleaf Park (Project Administration/Case management Office)	303 NW 191st Street	Miami Gardens	Fl	33054
City of Miami Gardens Police Department	Community Policing, Truancy Sweeps	1020 NW 163rd Drive (non service site-administrative only	Miami Gardens	Fl	33169
City of Opa-locka Police Department	Community Policing	2495 Ali Baba Avenue (non service site-administrative only)	Opa-locka	Fl	33054
City of Opa-locka	Crime Prevention Program	2495 Ali Baba Avenue	Opa-locka	Fl	33054
Community Crusade Against Drugs	Community Crusade Against Drugs	1031 Ives Dairy Road	Miami	Fl	33179
Informed Families	Various schools within Miami Gardens and Opa-locka	2490 Coral Way	Miami	Fl	33145
Portrait of Empowerment	Youth Prevention Circle	780 Fisherman Street, Suite 328 (Services are also conducted at various schools and community service sites in the target areas including Nathan B. Young Elem.; Opa-locka Elem.; & North Dade Middle).	Opa-locka	Fl	33054
Project MPACT	Project MPACT	16050 NW 42nd Avenue (Services are also provided at various	Miami Gardens	Fl	33055

Provider Name	Site Name	Address	City	State	Zip Code
		school sites including: Carol City Mid. & Sr.; Lake Stevens Mid.; American Sr.; Norland Sr.; Hialeah Miami Lakes Sr.; & Jann Mann Opportunity			
Teen Upward Bound	Teen Upward Bound	3869 NW 125th Street, Suite 110 490 Ali Baba Avenue	Opa-locka	Fl	33054
Youth Coop	Youth Coop Opa-locka Service Center	780 Fisherman Street, Suite 130	Opa-locka	Fl	33054

School-based participant recruitment/referrals, and select program activities, will take place at the following Miami-Dade public schools: Miami Carol City High, Miami Norland Sr High, Miami Norland Middle, Miami Carol City Middle, Parkway Middle, North Dade Middle, Hialeah Miami Lakes, Life Skills Center, Jann Mann Opportunity School and neighboring elementary schools.

5. Service Delivery:

TYPE 1 ACTIVITIES (3 or more contacts with participants)

The Coalition has a developed menu of services using Best Practices based on a fee for service concept. Contracts with providers will be based on utilization.

Activities/Service Name & Description (Include frequency, length & duration of sessions, as well as the number of cycles expected to be offered)	**Provider Name**	**Total # unduplicated participants to be served** (specify if children/youth, parents or others)	**Minimum # participants to be served** (guideline is no less than 85% of total)	**Expected Dosage: Minimum # of sessions a participant will complete**

Activities/Service Name & Description (Include frequency, length & duration of sessions, as well as the number of cycles expected to be offered)	**Provider Name**	**Total # unduplicated participants to be served** (specify if children/youth, parents or others)	**Minimum # participants to be served** (guideline is no less than 85% of total)	**Expected Dosage: Minimum # of sessions a participant will complete**
Core Strategy Area – Service Integration **Primary Service Activities:** Case Management ▪ Youth and families will be referred by schools, law enforcement, faith and community-based agencies. Clients will be engaged in screenings and assessments to determine needs for services. Families will be included in assessments and the development of Individual Case Plans (ICP). Families will also receive assistance with referral needs & resources, and case monitoring. Families will receive a minimum of 3 contacts at ½ hour each. Case management sessions will occur as needed based on the family's needs and availability.	Youth Violence Prevention Coalition	130 Youth 130 Parents/ Caregivers (75 youth and 75 adults in original 12-month contract period, and 55 youth and 55 adults in extension period)	110 Youth 110 Parents/ Caregivers	3 Sessions
Information & Referral/Navigation ▪ Assessment, referral, information, and follow-up services for suspended school youth and truants (including their families). Families will receive a minimum of 3 contacts at 15 minutes each. Information and referral sessions will occur as needed based on the family's needs and availability.	Youth Violence Prevention Coalition	219 Youth 131 Parents/ Caregivers (125 youth and 75 adults in original 12-month contract period, and 94 youth and 56 adults in extension period)	186 Youth 111 Parents/ Caregivers	3 Sessions

Activities/Service Name & Description (Include frequency, length & duration of sessions, as well as the number of cycles expected to be offered)	**Provider Name**	**Total # unduplicated participants to be served** (specify if children/youth, parents or others)	**Minimum # participants to be served** (guideline is no less than 85% of total)	**Expected Dosage: Minimum # of sessions a participant will complete**
Core Strategy Area – Best Practices Service Delivery **Primary Service Activities:** Out-of-School Suspension Program ▪ Full-day life skills, behavioral counseling, academic support for youth referred by schools for 3-day to 10-day out-of-school suspension. ▪ 9 hours of training (3 sessions at 3 hours per session). ▪ Program will utilize the Youth Risk Assessment Survey to assess program effectiveness.	City of Opa-locka	75 Youth (50 in original 12-month contract period, and 25 in extension period)	64 Youth	3 sessions
Youth Police Academy ▪ 20 hour (total) training program (2.5 hours per session x 8 sessions). Training conducted by Police Department staff, in weekly/bi-weekly meetings, over 6 month period. Includes field trips.	City of Miami Gardens Police Departmen t	26 Youth (15 in original 12-month contract period, and 11 in extension period)	22 Youth	5 sessions
Youth Violence Prevention/Conflict Resolution Training ▪ National Crime Prevention Council training program focused on life skills and violence prevention. ▪ 9 hours of training (3 sessions at 3 hours per session). ▪ Program will utilize the Youth Risk Assessment Survey to assess program effectiveness.	The Portrait of Empowerm ent	130 Youth (75 in original 12-month contract period, and 55 in extension period)	110 Youth	3 sessions

Activities/Service Name & Description (Include frequency, length & duration of sessions, as well as the number of cycles expected to be offered)	**Provider Name**	**Total # unduplicated participants to be served** (specify if children/youth, parents or others)	**Minimum # participants to be served** (guideline is no less than 85% of total)	**Expected Dosage: Minimum # of sessions a participant will complete**
Pre-Employment, Job-Readiness Training/Summer Job Placement ▪ Employability skills training program and job placement assistance (summer & afterschool) for youth involved in case management, information/referral, and out-of-school suspension activities. ▪ 6, 2-hour sessions over 3 month period (extension only). ▪ Program will utilize the Career Planning Scale Survey to measure program effectiveness.	Youth Co-op Project MPACT	88 Youth (50 in original 12-month contract period, and 38 in extension period)	75 Youth	5 sessions
Core Strategy Area – Governance **Primary Service Activities:** Coalition Learning Circle ▪ One-hour discussion sessions/site visits/group learning activities, targeting Coalition leadership (Board & staff). (Site visits may include: Juvenile Assessment Center, youth detention facility, hospital emergency room, and other relevant sites.)	Youth Violence Prevention Coalition	12 Other (Same partners served during 12-month contract and extension period)	10 Other	6 sessions (3 sessions during 12-month contract and 3 during extension period)

TYPE 2 ACTIVITIES (less than 3 contacts with participants):

Activities/Service Name & Description (Include frequency, length & duration of sessions)	**Provider Name**	**Total # participants to be served** (specify if children/youth, parents or others)	**Total # of sessions to be offered by provider across cycles and sites**

Activities/Service Name & Description (Include frequency, length & duration of sessions)	**Provider Name**	**Total # participants to be served** (specify if children/youth, parents or others)	**Total # of sessions to be offered by provider across cycles and sites**
Core Strategy Area – Community Policing & Law Enforcement **Primary Service Activities:** • Juvenile and Gang Unit Truancy Sweeps- Sweeps are conducted on school days from 9 am to 5 pm (approximately 7 hours per session). Unit will conduct 15 sweeps over a 9 month period. For each youth encountered, the office will submit a Face Sheet to the Coalition for follow up.	City of Miami Gardens Police Department	113 Youth (75 in original 12-month contract period, and 38 in extension period)	95 sessions (80 in original 12-month contract period, and 15 in extension period)

Core Strategy Area – Civic and Community Outreach, Engagement and Mobilization
 	
Primary Service Activities:
Community Forums –Community-wide convening activities designed to engage and mobilize community support for Coalition initiatives, including:
 	
• Faith-based Dialogues
  o Public meetings with leaders and congregation members of 3 major religious institutions in Miami Gardens & Opa-locka
  o 2-hour meetings held quarterly
	Community Crusades Against Drugs	45 other
		
		(for extension period only)
			3 forums

Activities/Service Name & Description (Include frequency, length & duration of sessions)	**Provider Name**	**Total # participants to be served** (specify if children/youth, parents or others)	**Total # of sessions to be offered by provider across cycles and sites**
▪ Public Hearings on School Suspensions Open hearings for parents, students and school stakeholders. 3 sessions (1 hour each) held over a 9 month period. Hearings are conducted as an advocacy effort to bring awareness of the large number of Miami Gardens and Opa-locka youth who are suspended from school, making academic progress more difficult and increasing the likelihood of dropping out of school and/or engaging in criminal behavior. Parents are encouraged to serve as Advocates in the lives of their children and to encourage the school system to examine their school discipline policies with an eye to making them both more effective and less reliant on traditional exclusionary consequences.	Informed Families	60 other (for extension period only)	3 forums
▪ CMG Jr. Council "Stop the Violence" Rally o Full day community-wide rally held once a year	City of Miami Gardens- Junior Council	75 other (for extension period only)	1 rally
▪ "Take Back the Streets" Rally for Peace in Opa-locka o Community (3 hours) rally that encompasses residents, law enforcement, and various nonprofits aimed at raising awareness of violence and promoting peace.	Teen Upward Bound	25 Other (for extension period only)	1 rally
▪ Neighborhood Crime Watch Summit o 1-day conference/community forum, 6 hours long, involving Miami Gardens & Opa-locka neighborhood crime watch councils	Opa-locka Police Department	50 Other (25 in original 12-month contract period, and 25 in extension period)	2 summit (1 in original 12-month contract period, and 1 in extension period)

Activities/Service Name & Description (Include frequency, length & duration of sessions)	Provider Name	Total # participants to be served (specify if children/youth, parents or others)	Total # of sessions to be offered by provider across cycles and sites
▪ Safe Home Safe Parties ○ An initiative developed by Informed Families and implemented by parents of teens and preteens to ensure that drugs, alcohol and cigarettes will not be permitted at parties held in their homes and discouraged at parties in the community. ○ 1.5 hour Event will be held in April (National Alcohol Awareness Month). Workshop is designed to help parents/caretakers develop the skills needed to help their child resist the pressure to use alcohol and other drugs, particularly at parties. Parents/caretakers are armed with guidelines and standards which can be communicated and adopted within the families and take a pledge to stop underage alcohol and drug use.	Informed Families	150 Parents/ Caregivers (for extension period only)	1 parent community/ school-based workshop

TYPE 3 ACTIVITIES (Other deliverables that are not direct services):

Activities Name & Description	Provider Name	Count / Number
Core Strategy Area – Community Policing & Law Enforcement Primary Service Activities: Community Policing Outreach Campaign Coalition will serve as primary outreach partner for Miami Gardens & Opa-locka police departments participation in countywide firearms/Gun Bounty Program	Youth Violence Prevention Coalition/City of Miami Gardens & City of Opa-locka Police Departments City of Miami Gardens Police Department	8 outreach efforts/events (5 in original 12-month contract period, and 3 in extension period)

Core Strategy Area – Public Awareness Media Campaign **Primary Service Activities:** Anti-Violence Social Marketing Campaign ▪ Billboard Advertising (continuation of contract for 2 billboards during extension period) ▪ PSAs distributed on local media outlets ▪ Print advertisements in publications and community newspapers	Youth Violence Prevention Coalition/City of Miami Gardens	15 media transactions (10 in original 12-month contract period, and 5 in extension period)

6. Performance Measures:
Provider shall measure outcome achievement and report quarterly.

Service Provision Outcomes:
The Coalition has identified several outcomes which will be of focus in Year 3 (as reflected below). Other individual provider outcomes will be determined during the contract negotiation phase.

Outcomes	Outcome Indicators	Measurement Tool	Timing (when will tools be administered)	Associated Activities (from Service Delivery)
Decrease negative, aggressive, or high-risk behaviors	80% of youth will report decreased negative behaviors	Youth Risk Assessment Survey (Partners responsible: City of Opa-locka and The Portrait of Empowerment)	At beginning and following intervention	▪ Violence Prevention/Conflict Resolution Training ▪ Out of School Suspension Program ▪ Youth Police Academy

Improve independent living skills	80% of youth will report improved work-readiness skills	Career Planning Scale Survey (Partners responsible: Youth Co-Op and Project MPACT)	At beginning and following intervention	▪ Pre-Employment/Job Readiness Training Program (Career Planning Scale)
Increase civic awareness	80% of community members will report increased awareness of youth violence	Miami Gardens-developed community post survey	At conclusion of associated activity.	▪ Neighborhood Crime Watch Summit

7. Staff Qualifications:

Provider represents that all persons delivering the Services required by this Contract have the knowledge and skills, either by training, experience, education or a combination thereof, to adequately and competently perform the duties, obligations and Services set forth in the Scope of Services (Attachment A) and to provide and perform such Services to The Trust's satisfaction.

# & Status FT/PT	Position (specify staff, volunteer or sub-contractor)	Qualifications: Required, Education & Experience	Duties
F/T (2)	Care Coordinator/Child Advocate	Master's Degree or min. 5 years experience in working with at-risk/in crisis adolescents and families; experience in developing case plans and coordinating services with multiple agencies; knowledge of community services.	Receive all intake forms requesting services; conduct initial screening and assessment; assign case to most appropriate service provider (s); staff case with other health and human services agencies/professionals, involved including police departments; develop individual case plan; provide follow up services to ensure service provision.
F/T	Intake/Data Coordinator	AA Degree preferred; must be proficient with Excel and other database	Responsible for entering program data including all demographic profile

# & Status FT/PT	Position (specify staff, volunteer or sub-contractor)	Qualifications: Required, Education & Experience	Duties
		systems; experience in tracking and monitoring program/individual client activities; knowledge of community services.	information into Trust's system; following up with providers to collect their data; monitoring provider performance against invoices.
F/T	Project Director	Masters Degree preferred; experience in project management; building coalition; building and improving programs; social marketing; excellent communication skills-written and verbal.	Responsible for overall administrative, programmatic and governance of the project.
F/T (Youth Coop)	Job Developer	Bachelor's Degree in social work, education or related field. Experience in job placement in either private or public agencies; experience working with at-risk Populations, experience in public relations. Knowledge of methods and techniques of job development and client placemen; strong group facilitation and communication skills.	Promotes and develops employment and on-the-job training opportunities for applicants. Identifies need for and assists in development of auxiliary services to facilitate bringing applicants into job-ready status. Instruct applicants in resume writing, job search, interviewing techniques and lifeskills.
P/T (TPOE)	Program Coordinator	AA Degree preferred; must be proficient with Excel and other database systems; experience in tracking and monitoring program/individual client activities.	Responsible for assisting with coordinating program logistics, administering pre and post test and assisting with facilitating the groups; entering and maintaining client data information..

# & Status FT/PT	Position (specify staff, volunteer or sub-contractor)	Qualifications: Required, Education & Experience	Duties
P/T (2) (CMGPD)	Police Officer	Knowledge of the role of a municipal law enforcement agency. Knowledge of the structure, functions and inter-relationships of state and local law enforcement agencies. Considerable knowledge of up-to-date methods of law enforcement procedures. Considerable knowledge of firearms, automotive, radio and other law enforcement equipment. Considerable knowledge of legal rights of accused persons and law enforcement. Considerable knowledge of criminal behavior and methods of operation. Knowledge of civil process. Sufficient knowledge of other City departments to communicate with their representatives as necessary in carrying out duties and responsibilities	Responds to emergency or high-risk situations; participates in criminal and other investigations. Performs general law enforcement duties, including patrolling assigned areas, checking property for security, maintaining order and public safety, responding to traffic accidents/incidents and issuing citations, serving injunctions and other legal papers, apprehending and arresting suspects, questioning suspects, interviewing witnesses and victims, assisting crime and accident victims, investigating alarms, processing crime scenes and collecting evidence, and taking statements; Participates in criminal and traffic investigations; Participates in special teams, programs and projects as assigned; Reports all conditions which may affect community safety, including pedestrian and traffic obstacles, hazardous conditions and traffic light problems; Promotes crime prevention and safety theories and practices that can be implemented in communities to deter criminal activity including conducting truancy sweeps. Promotes favorable public relations and police/community relations through personal contact with community residents, civic organizations, community/government agencies, social agencies, schools and representatives of business or industries.

# & Status FT/PT	Position (specify staff, volunteer or sub-contractor)	Qualifications; Required, Education & Experience	Duties
F/T (Opa Locka)	Youth Counselor	Bachelor's degree in Social Work, Sociology, Criminal Justice, Psychology, Human Services or 60 semester credit hours from an accredited college or university. One year of professional social service experience is required.	Provide individual and group counseling to program clients; Assist with academic and school related issues with program participants; Determine interest, aptitudes, and capabilities of assigned participants; Maintain case management system; Visits parents, schools, and other representatives of participating social service agencies in regards to clients needs

ATTACHMENT B-1
FISCAL REQUIREMENTS, BUDGET AND METHOD OF PAYMENT
COST REIMBURSEMENT METHOD OF PAYMENT

Advance payment requests

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

Advanced funds if not used shall be invested by the provider in an insured interest bearing account, in accordance with subsection 216.181 (16) (b), F.S. Interest earned on advanced funds shall be returned to The Children's Trust on a quarterly basis or applied against the amount of the contract owed by The Children's Trust.

Advance payment

Within 60 calendar days of receipt of an advance, Provider shall report the actual expenditures paid by or charged to the advanced funds using the reporting "invoice" form provided by The Children's Trust. If the "invoice" amount is less than the amount advanced, The Children's Trust will deduct the difference from the next applicable monthly payment request. Provider may request, in writing, an extension of the repayment of the advance. A fiscal need must be clearly demonstrated and substantiated by the Provider in order for an extension request to be considered by The Children's Trust.

Budget revisions

Budget revision(s) require prior written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designee(s). Request for budget revisions must be submitted to the Contract Manager using the appropriate form, as determined by The Children's Trust. The Provider must request a budget revision to add, delete, and/or modify any line item(s). Budget revisions can not be used to modify the total contracted amount nor can they be used to modify the Scope of Services. No budget revisions will be allowed for any contract extensions of 3 months or less. No more than one (1) budget revisions may be approved during the contract extension period. Budget revision requests must be submitted sixty (60) days prior to the expiration of the Contract extension date. If approved, the budget revision will be incorporated into the Contract.

Indirect Administrative Costs

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

Cost Reimbursement Method of Payment

The parties agree that this is a cost reimbursement method of payment contract; the Provider shall be paid in accordance with the approved budget and/or approved budget revision as set forth in this Attachment.

Invoice Requirements

The Provider shall submit an original request for payment, in the format prescribed by The Children's Trust and in accordance with the approved budget or approved budget revision(s). The request for payment is due on or before the fifteenth (15th) day of the month following the month in which expenditures were incurred (exclusive of legal holidays or weekends). The Children's Trust agrees to reimburse Provider on a monthly billing basis. The Children's Trust reserves the right to request any supporting documentation. Final requests for payment (last monthly invoice of the original and extension contract terms) from the Provider will be accepted by The Children's Trust up to forty-five (45) days after the expiration of the original 12-month Contract period as well as the invoice period for the final month of the extension period. If Provider fails to comply, all rights to payment shall be forfeited.

If The Children's Trust determines that Provider has been paid funds not in accordance with this Contract, and to which it is not entitled, Provider shall return such funds to The Children's Trust or submit appropriate documentation to support the payment. The Children's Trust shall have the sole discretion in determining if Provider is entitled to such funds in accordance with this Contract and The Children's Trust's decision on this matter shall be binding.

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

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

In order for a request for payment to be deemed proper as defined by the Florida Prompt Payment Act, all requests for payment must comply with the requirements set forth in this Contract and must be submitted on the forms as prescribed by The Children's Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. The Children's Trust shall pay Provider within thirty (30) calendar days of receipt of Provider's properly submitted Request for Payment and/or other required documentation.

The Children's Trust shall retain any payments due until all required reports or deliverables are submitted and accepted by The Children's Trust.

Supporting Documentation Requirements

The Provider shall maintain original records documenting actual expenditures and services provided according to the approved budget and scope of services as required.

Provider shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any Service covered by this Contract, and shall make all such records available to The Children's Trust upon request. Provider shall maintain a cost allocation methodology that it uses to allocate its costs. Such methodology shall be made available to The Children's Trust upon request.

Areas in Blue to be completed by the Agency

GENERAL INFORMATION

Organization Name: City of Miami Gardens

Agency Fiscal Year: October 1 to September 30 *(for example: July 1 to June 30)*

Program Title: Miami Gardens/Opa-locka Youth Violence Prevention Coalition

AGENCY BUDGET

Agency Source of Funding	Program Budget	Agency Budget	% of Agency Budget
Trust Grant Amount Requested	421,000.00	421,000.00	76.6%
Trust Other Funding			0.0%
Miami-Dade County Grants(Local)			0.0%
Federal Grants			0.0%
State Grant			0.0%
Foundations/Charitable Funds			0.0%
Cash/Fees/Other Revenue			0.0%
In-Kind Contributions	140,565.09	128,440.00	23.4%
			0.0%
			0.0%
			0.0%
Total Budget	**$ 561,565.09**	**$ 549,440.00**	100.0%

Contract Period: 2/01/2010-10/31/2010 | 9 months

Areas in Blue to be completed by the Agency

PROGRAM BUDGET		Insert Name of Program Requested Funding %	Amount	Insert Name of Program Matching Funds %	Amount	Justification
SALARIES:						
List Full-Time Employees						
Position	Annual Salary (9 mos.)					
Program Director	59,997.60	100%	59,997.60		0.00	$80,000 per year ($38.46 per hour x 40 hrs. week) x 39 weeks
Care Coordinator	34,507.20	100%	34,507.20		0.00	$46,000 per year ($22.12 per hour x 40 hrs. week) x 39 weeks
Data Entry/Administrative Asst.	23,244.00	100%	23,244.00		0.00	$31,000 per year ($14.90 per hour x 40 hrs. week) x 39 weeks
Child Advocate/Care Coordinator	31,496.40	77%	24,252.23		0.00	$42,000 per year ($20.19 per hour x 40 hrs. week) x 30 weeks (7 mos.)
			0.00		0.00	
			0.00		0.00	
Full-Time Total		**3.77**	**142,001.03**	**0.00**	**0.00**	
List Part -Time/Seasonal Employees						
			0.00		0.00	
			0.00		0.00	
Part-Time Total		**0.00**	**0.00**	**0.00**	**0.00**	
TOTAL FTEs/SALARIES		**3.77**	**$142,001.03**	**.00**	**$0.00**	
FRINGE BENEFITS						
Fica/Mica	Rate: 7.65%		10,863.08		0.00	
W-Comp's	Rate: 5.00%		7,100.05		0.00	
Unemploy	Rate: 3.00%		961.35		0.00	
Retirement	Rate: 9.85%		13,987.10		0.00	Florida Retirement System contribution for 4 FTE at 9.85% x total annual salary of 144,630.00 - ($5455.16.55 - Director), ($3398.95 - Care Coordinator), ($2289.53 - Data Entry/Admin. Asst.), ($3102.40 - Child Advocate)
Other	**Specify & provide calculations**					
Health Ins.	Cost per Staff 424.62 (4 FTE)		14,437.08		0.00	$424.62 x 9 mo. for three employees (11,464.74) and 424.62 x 7 mos for one (2972.34)
Life Ins.	Rate:		294.30		0.00	Project Director = $14.40 mo.x 9 mos. ($129.60 total); Care Coordinator = $7.56 ea. per mo.x 9 mos. respectively ($68.04 total); Data Entry/Admin. Asst. = $4.86 mo. X 9 mos. ($43.74 total); & Child Advocate = $7.56 ea. per mo.x 7 mos. (52.92)
	Rate:		0.00		0.00	
TOTAL FRINGE BENEFITS			**$47,642.96**		**$0.00**	

OPERATING EXPENSES:	Cost	Cost	
Travel (other than participants)	7,078.50	0.00	Local auto travel (12,870 miles x $.55 per mi./$7078.50 total) for 4 staff members (Project Director - 150 mi./wk. x 39 wks. = 5850 mi.; Care Coordinator - 75 mi./wk. x 39 wks. = 2925 mi.; Child Advocate - 75 mi./wk. x 39 wks. = 2925 mi.; Data Entry/Admin. Asst. - 30 mi./wk. x 39 wks. = 1170 mi.).
Travel (participants)	2,550.00		Coalition Learning Circle $2550 ($170 per bus hour x 1 bus x 5 hours x 3 trips)
Meals (participants)	3,285.40	2,500.00	Community Forums - 11 proposed events x 60 participants avg. per event x $4.73 pp = $3121.80; Planning retreat (20 participants x 8.18 - lunch, snack, dinner) = $163.60
Space (rent of a building)		41,325.00	Rent for 9 mos. (Cloverleaf facility - provided in-kind by the City of Miami Gardens).
Utilities (e.g. telephone, janitorial services)	14,700.00		Electricity (approx. $400 per month x 9 months); Telephone (approx. $300 per month x 9 months); Maintenance (approx. $400 per month x 9 months); Cell phone stipends ($80 per pay period x 20 pay periods x 3 FTE).
Supplies - office (e.g. paper, printing, postage)	15,246.00		Postage - (100 mailings per month x 9 months x .44 per mailing) = $396; $3400 paper supplies, forms & letterhead/cards; $800 general office supplies (clips, pens/pencils/binders, etc.); $800 copier & printer supplies; $1200 office/kitchen/bathroom maintenance supplies; $400 computer supplies/software; Audio Equipment for Community Forums (9 events x $450 per event= $4,050.00); equipment rental for CMG Jr. Council Stop the Violence Rally @ $2,500.00; $2,500.00 equipment rental for Take Back the Streets Rally
Non-Capital Equipment (less than $1,000) (List each)			
Capital Equipment (greater than $1,000) (List each)			
Professional Services (List each)			
City of Miami Gardens Police Dept. - Truancy Sweeps and Police Explorer Program	26,000.00	9,350.00	(see Program Budget)
Out of School Suspension Program (City of Opa-locka)	28,529.35	53,333.09	(see Program Budget)
Violence Prevention/Conflict Resolution Training Services (The Portrait of Empowerment)	15,984.00	24,057.00	(see Program Budget)
Community Policing (City of Opa-locka Police Department)	2,825.00		

Pre-Employment Training & Job Placement Services. (Youth Coop)		18,000.00			(see Program Budget)
Community Crusades Against Drugs		9,668.40			(1). Coordination of faith base forums- executive director of CCAD to coordinate 3 forums @ hourly rate of $18.00 an hour x 50 hours (10 hours per forum and 20 hours for planning and follow up); (2). CCAD to provide Care Coordination Services (30 hours weekly @ $20.19/hr for 12 weeks = 7,268.40.
Informed Families - Safe Homes.Safe Parties		9,500.00		10,000.00	(see Program Budget)
Social Marketing Campaign Expenses		25,798.39			Printing of coalition brochures and other marketing materials, mass mailings to schools, churches and non profit entities; posting of 2 community billboards through clearchannel; community outreach event to promote coalition and nonviolence ($14,500 for billboard; $4,500 for printing; $1,100 for two mass mailings over 9 mos period; $3,698.39 for community event; $1,500 For website maintenance).
The Thurston Group		9,000.00			10 hrs. per month x 9 months x $100 per hour for data analysis/evaluation services in line with TCT policies and procedures.
Strategic Partners		16,512.00			Continuing consulting services providing to coalition/new project director to ensure smooth transition of administrative tasks (16 hours weekly @ $86/hr. x 4 weeks x 3 months- Feb., March, April).
OTHER					
Resource materials		250.00			Staff resource materials (publications) and online resources- $ 62.50 per staff x 4 staff members
Staff Development		400.00			Staff development ($100 each x 4 = 400 (4 FTE)
Conference Registration					
Program SpeakerArtists Honorariums		6,000.00			4 individuals x $1000 for Community Forums; 4 Performance artists x $500 for Community Forums
One-time Expenditure (List each)					
TOTAL OPERATING EXPENSES:		**$211,327.04**		**$140,565.09**	
Administrative/Indirect Costs (Can not exceed 10%)	10%	20,028.97			
TOTAL BUDGET		**$421,000.00**	33%	**$140,565.09**	

TOTAL PROGRAM COST (REQUESTED FUNDING AND MATCH) Must agree with Total Program Budget on Agency Budget worksheet $561,565.09

Contract Period: 2/1/10-10/31/10 | 9 months

Areas in Blue to be completed by the Agency

PROGRAM BUDGET		City of Miami Gardens PD Requested Funding %	Amount	Insert Name of Program Matching Funds %	Amount	Justification
SALARIES:						
List Full-Time Employees						
Position	Annual Salary (12 mths)					
Police Officer	12,150.00	50%	6,075.00			Reimbursement for Truancy Sweeps (9 hours per week x 15 weeks x $45 per OT hr.)
Police Officer	12,150.00	50%	6,075.00			Reimbursement for Truancy Sweeps (9 hours per week x 15 weeks x $45 per OT hr.)
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
Full-Time Total		**1.00**	**12,150.00**	**0.00**	**0.00**	
List Part -Time/Seasonal Employees						
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
Part-Time Total		**0.00**	**0.00**	**0.00**	**0.00**	
TOTAL FTEs/SALARIES		**1.00**	**$12,150.00**	**.00**	**$0.00**	
FRINGE BENEFITS						
Fica/Mica	Rate: 7.65%			929.48	0.00	
W-Comp's	Rate: 3.58%			434.97	0.00	
Unemploy	Rate: 6.20%			434.00	0.00	
Retirement	Rate: 9.85%			1,196.78	0.00	
Other	**Specify & provide calculations**					
Health Ins.	Cost per Staff	100			0.00	
Life Ins.	Rate:		0.00		0.00	
	Rate:		0.00		0.00	
TOTAL FRINGE BENEFITS			**$0.00**	**2,995.23**	**$0.00**	

OPERATING EXPENSES:	Cost	Cost	
Travel (other than participants)			
Travel (participants)	7,140.00	2,730.00	Police Explorers Program ($170 per bus hour x 1 bus x 7 hours x 6 trips)
Meals (participants)			
Space (rent of a building)			
Utilities (e.g. telephone, janitorial services)			
Supplies - office (e.g. paper, printing, postage)			
Supplies - program (e.g. curricula, books, standardized testing)	5,000.00	5,000.00	Police Explorers Program: uniforms for 25 youth ($1,875.00 = $75.00 per youth), curricula & books ($125.00 per youth for national curriculum, materials and training)
Non-Capital Equipment (less than $1,000) (List each)			
Capital Equipment (greater than $1,000) (List each)			
Professional Services (List each)			
Other (List each)			
Field Trips Admission (participants and staff)	1,710.00	1,620.00	Police Explorers Program: 6 trips x avg 18 participants per trip x $15.83 avg. admission fee
One-time Expenditure (List each)			

TOTAL OPERATING EXPENSES:		**$13,850.00**		**$9,350.00**	
Administrative/Indirect Costs (Can not exceed 10%)	0%				
TOTAL BUDGET		**$26,000.00**	36%	**$9,350.00**	

TOTAL PROGRAM COST (REQUESTED FUNDING AND MATCH) Must agree with Total Program Budget on Agency Budget worksheet $35,350.00

Contract Period:	2/01/10-10/31/10	9	months			Areas In Blue to be completed by the Agency
PROGRAM BUDGET		Informed Families				
		Requested Funding		**Matching Funds**		**Justification**
SALARIES: None		%	**Amount**	%	**Amount**	
List Full-Time Employees						
Position	Annual Salary (12 mths)					
N/A						
Full-Time Total		**0.00**	**0.00**	**0.00**	**0.00**	
List Part -Time/Seasonal Employees						
N/A			0.00		0.00	
Part-Time Total		**0.00**	**0.00**	**0.00**	**0.00**	
TOTAL FTEs/SALARIES		**.00**	**$0.00**	**.00**	**$0.00**	
OPERATING EXPENSES:			**Cost**		**Cost**	
Travel (other than participants)						
Travel (participants)						
Meals (participants)						
Space (rent of a building)						
Utilities (e.g. telephone, janitorial services)						
Supplies - office (e.g. paper, printing, postage)						
Supplies - program (e.g. curricula, books,						
Non-Capital Equipment (less than $1,000) (List each)						
Capital Equipment (greater than $1,000) (List each)						
Professional Services (List each)						
Other (List each)						
Safe Homes/Safe Parties Alcohol Awareness Month Activities (April 2010)			9,500.00		10,000.00	Alcohol awareness month activities (April) to include 1) SH/SP Pledge Drive with 500 pledges distributed and 150 signed pledges returned @ $3000; 2) Catalyst Newsletters to 150 families @ $1500; 3) Community Event with all 6 Middle Schools, Homeowners associations,and Crime Watch organizations @ $4000; and 4) Preventon Banner to illuminate activities and message @$1000.
One-time Expenditure (List each)						
TOTAL OPERATING EXPENSES:			**$9,500.00**		**$10,000.00**	
Administrative/Indirect Costs (Can not exceed 10%)		0%	0.00		0.00	
TOTAL BUDGET			**$9,500.00**		**$10,000.00**	
with Total Program Budget on Agency Budget worksheet					$19,500.00	

Contract Period: February 1, 2010 to October 31 2010 | 9 months

Areas in Blue to be completed by the Agency

PROGRAM BUDGET		Insert Name of Program		Insert Name of Program		Justification
		Requested Funding		Matching Funds		
SALARIES:		%	Amount	%	Amount	
List Full-Time Employees						
Position	Annual Salary (9 mths)					
Counselor	26,520.00	50%	13,260.00		0.00	17.00 per hour x 40 hrs. per week x 39 weeks (for program implementation)
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
Full-Time Total		**0.50**	**13,260.00**	**0.00**	**0.00**	
List Part -Time/Seasonal Employees						
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
Part-Time Total		**0.00**	**0.00**	**0.00**	**0.00**	
TOTAL FTEs/SALARIES		**.50**	**$13,260.00**	**.00**	**$0.00**	
FRINGE BENEFITS						
Fica/Mica	Rate: 7.65%		1,014.39		0.00	
W-Comp's	Rate: 1.13%		150.00		0.00	
Unemploy	Rate: 5.13%	of 1st $8,500, p	218.03		0.00	
Retirement	Rate: 6.50%		861.90		0.00	
Other	**Specify & provide calculations**					
Health Ins.	Cost per Staff		0.00		0.00	
Life Ins.	Cost per Sta 7.20		32.40		0.00	
Disability	Cost per Sta 9.62		43.29		0.00	
TOTAL FRINGE BENEFITS			**$2,320.01**		**$0.00**	
OPERATING EXPENSES:			**Cost**		**Cost**	
Travel (other than participants)			240.00			local travel @ .445 per mile x 539 miles for meeting attendance, visit to local schools for recruitment and follow up with youth.
Travel (participants)						
Meals (participants)						
Space (rent of a building)						
Utilities (e.g. telephone, janitorial services)						
Supplies - office (e.g. paper, printing, postage)			418.02			program supplies @ 250.00; postage (follow up letters to clients) @ 75.00; printing of program materials, handouts, @ 93.02
Supplies - program (e.g. curricula, books,						
Non-Capital Equipment (less than $1,000) (List each)						
Capital Equipment (greater than $1,000) (List each)						
Professional Services (List each)						

Other (List each)					
One-time Expenditure (List each)					
TOTAL OPERATING EXPENSES:		$658.02		$0.00	
Administrative/Indirect Costs (Can not exceed 10%)	9.789%	1,761.97			
TOTAL BUDGET		$18,000.00	0%	$0.00	

with Total Program Budget on Agency Budget worksheet $18,000.00

Contract Period: February 1, 2010-October 31, 2010 | 9 months | months

Areas in Blue to be completed by the Agency

PROGRAM BUDGET		The Portrait of Empowerment		Insert Name of Program		Justification
		Requested Funding		Matching Funds		
SALARIES:		%	Amount	%	Amount	
List Full-Time Employees	Annual Salary (9 mths)					
Position						
Program Coordinator	8,640.00	100%	8,640.00			20 hours a week x $12/hour x 9 months. Responsible for assisting with coordinating program logistics, administering pre and post test and assisting with facilitating the groups; entering and maintaining client data information.
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
Full-Time Total		**1.00**	**8,640.00**	**0.00**	**0.00**	
List Part -Time/Seasonal Employ						
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
Part-Time Total		**0.00**	**0.00**	**0.00**	**0.00**	
TOTAL FTEs/SALARIES		**1.00**	**$8,640.00**	**.00**	**$0.00**	
FRINGE BENEFITS						
Fica/Mica	Rate: 7.65%		660.96		0.00	
W-Comp's	Rate: 3.58%		309.31		0.00	
Unemploy	Rate: 6.20%		527.00		0.00	
Retirement	Rate: 0.00%		0.00		0.00	
Other	**Specify & provide calculations**					
Health Ins.	Cost per Staff	100			0.00	
Life Ins.	Rate:		0.00		0.00	
	Rate:		0.00		0.00	
TOTAL FRINGE BENEFITS			**$1,497.27**		**$0.00**	
OPERATING EXPENSES:			**Cost**		**Cost**	
Travel (other than participants)						
Travel (participants)						
Meals (participants)						
Space (rent of a building)			4,455.00		24,057.00	20% of rent for TPOE opeations of 2475.00 per month ($2,475 x 9 months x 20%= $4,455)
Utilities (e.g. telephone, janitorial services)						
Supplies - office (e.g. paper, printing, postage)			391.73			printing of program materials - $225.00; $166.73 postage.
Supplies - program (e.g. curricula, books,			500.00			curriculum for youth @ 9.09 x 55 youth
Non-Capital Equipment (less than $1,000) (List each)						
Capital Equipment (greater than $1,000) (List each)						
Professional Services (List each)						

Other (List each)					
One-time Expenditure (List each)					
TOTAL OPERATING EXPENSES:		**$5,346.73**		**$24,057.00**	
Administrative/Indirect Costs (Can not exceed 10%)	3%				
TOTAL BUDGET		**$15,984.00**	151%	**$24,057.00**	

TOTAL PROGRAM COST (REQUESTED FUNDING AND MATCH) Must agree with Total Program Budget on Agency Budget worksheet $40,041.00

Contract Period: 2/01/10-10/31/10 | 9 months

Areas in Blue to be completed by the Agency

PROGRAM BUDGET		City of Opa-Locka Out of School Suspension Program		Insert Name of Program		Justification
		Requested Funding		Matching Funds		
SALARIES:		%	Amount	%	Amount	
List Full-Time Employees						
Position	Annual Salary (12 mths)					
Counselor II	23,040.00	50%	9,360.00		9,360.00	$12 per hour @ 40 hrs. per week x 39 weeks (for program implementation)
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
Full-Time Total		0.50	9,360.00	0.00	9,360.00	
List Part -Time/Seasonal Employees						
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
			0.00		0.00	
Part-Time Total		0.00	0.00	0.00	0.00	
TOTAL FTEs/SALARIES		.50	$9,360.00	.00	$9,360.00	
FRINGE BENEFITS						
Fica/Mica	Rate: 7.65%		716.04		716.04	
W-Comp's	Rate: 3.58%		335.09		335.09	
Unemploy	Rate: 6.20%		527.00		0.00	
Retirement	Rate: 9.85%		921.96		921.96	
Other	Specify & provide calculations					
Health Ins.	Cost per Staff				0.00	
Life Ins.	Rate:		0.00		0.00	
	Rate:		0.00		0.00	
TOTAL FRINGE BENEFITS			$2,500.09		$1,973.09	

OPERATING EXPENSES:	Cost	Cost	
Travel (other than participants)			
Travel (participants)			
Meals (participants)	448.75		Lunch and snack provided to participants as part of the program - lunch @ 2.85 per youth x 25 youth x average of 5 days (356.25) and snacks @ .74 per youth x 25 youth x average of 5 days (92.5)
Space (rent of a building)		24,000.00	Provided in-kind by City of Opa-locka
Utilities (e.g. telephone, janitorial services)			
Supplies - office (e.g. paper, printing, postage)			
Supplies - program (e.g. curricula, books, standardized testing)	3,143.06		Program supplies: Curriculums, books, and games for each program participant @ 41.90 per youth.
Non-Capital Equipment (less than $1,000) (List each)			
Capital Equipment (greater than $1,000) (List each)			
Professional Services (List each)			

Tutoring Services		7,202.25		18,000.00	Tutoring services provided by licensed instructors @ $32.00 an hour x 225 hours/ (25 hours per month x 9 mos.)
Other (List each)					
Field Trips		5,875.20			Incentive Field Trips for program participants. Field trips are a part of the program model and used to expose youth to cultural, educational and other enrichment activities - transportation - 170.00 x 6 field trips= 1020.00; 6 trips x avg 60 participants per trip x $16.32 avg. admission fee
One-time Expenditure (List each)					
TOTAL OPERATING EXPENSES:		**$16,669.26**		**$42,000.00**	
Administrative/Indirect Costs (Can not exceed 10%)	0%				
TOTAL BUDGET		**$28,529.35**	**187%**	**$53,333.09**	

TOTAL PROGRAM COST (REQUESTED FUNDING AND MATCH) Must agree with Total Program Budget on Agency Budget worksheet $81,862.44

Contract Period: 2/01/10-10/31/10 | 9 months

Areas in Blue to be completed by the Agency

PROGRAM BUDGET	Opa locka Police Department		Insert Name of Program		Justification
	Requested Funding		Matching Funds		
SALARIES:	%	Amount	%	Amount	
List Full-Time Employees					
Position / Annual Salary (12 mths)					
Police Officer (4)		580.00			4 officers to participate in summit @ $36.25 an hour x 4 hours each.
Public Work Employees (2)		200.00		0.00	2 public work staff to participate in setting up and breaking down @ $25.00 an hour x 4 hours each.
Security Guard		50.00		0.00	security for day of event - $12.50 an hour x 4 hours.
		0.00		0.00	
		0.00		0.00	
Full-Time Total	**0.00**	**830.00**	**0.00**	**0.00**	
List Part -Time/Seasonal Employees					
		0.00		0.00	
		0.00		0.00	
		0.00		0.00	
		0.00		0.00	
Part-Time Total	**0.00**	**0.00**	**0.00**	**0.00**	
TOTAL FTEs/SALARIES	**.00**	**$830.00**	**.00**	**$0.00**	
FRINGE BENEFITS					
Fica/Mica Rate: 7.65%			63.50	0.00	
W-Comp's Rate: 3.58%			29.71	0.00	
Unemploy Rate: 6.20%				0.00	
Retirement Rate: 9.85%			81.76	0.00	
Other **Specify & provide calculations**					
Health Ins. Cost per Staff	100			0.00	
Life Ins. Rate:		0.00		0.00	
Rate:		0.00		0.00	
TOTAL FRINGE BENEFITS		**$0.00**		**$0.00**	

OPERATING EXPENSES:	**Cost**	**Cost**	
Travel (other than participants)			
Travel (participants)			
Meals (participants)			
Space (rent of a building)			
Utilities (e.g. telephone, janitorial services)			
Supplies - office (e.g. paper, printing, postage)			
Supplies - program (e.g. curricula, books, standardized testing)	1,995.00		Pamphlets and flyers to adverstise event @ 600.00; program printing for day of event @ 200.00; audio and video rental for day of event - projector @ 295.00; screen @ 200.00; speakers and microphone @ 400.00; rental of 150 chairs and 25 tables for day of event - 25 tables @ 8.00 per table (200.00) and 150 chairs @ 1.50/chair (225.00); table cloths @ 3.00 x 25 tables (75.00)
Non-Capital Equipment (less than $1,000) (List each)			

Capital Equipment (greater than $1,000) (List each)					
Professional Services (List each)					
Other (List each)					
One-time Expenditure (List each)					
TOTAL OPERATING EXPENSES:		**$1,995.00**		**$0.00**	
Administrative/Indirect Costs (Can not exceed 10%)	0%				
TOTAL BUDGET		**$2,825.00**	0%	**$0.00**	

Total Program Budget on Agency Budget worksheet $2,825.00

ATTACHMENT C-1
Program/Initiative
Programmatic Data and Reporting Requirements
Contract No. 925-301
Agency name: The City of Miami Gardens
Program name: Youth Violence Prevention Coalition

The Provider shall submit to The Children's Trust individual participant demographics, attendance, additional output information, and outcome data, as noted in the Scope of Service (Attachment A). Reporting will include direct submission of information into the electronic web-based reporting application (Data Tracker), as well as standard paper reports, as noted below.

DEMOGRAPHICS, ATTENDANCE & OTHER OUTPUTS (electronic reporting in Data Tracker; requires attendance at training and user login)

Activities with **3 or more contacts with the same participant** will enter:

- Participant Demographics (including all the items noted below), shall be entered within seven (7) days of entry into the program. All participant demographics shall be updated on an ongoing basis if and when new information is collected.

- Participant Attendance shall be entered by the fifteenth (15th) day of the month following the end of each month, exclusive of legal holidays or weekends.

Activities with **less than 3 contacts per participant**:

- Dates, number served, and locations (address and zip code) for each service activity delivered.

- Monthly updates on the status or percent achieved toward other products or materials noted in the Scope of Service.

Demographics required for **CHILD/YOUTH** participants with 3 or more contacts:

- Is participant a parent, child, or other?
- Participant's Name (last, first, middle initial)
- Parent's Name (last, first, middle initial)
- Street Address, City, and Zip Code
- Gender (male, female)
- Date of Birth
- Race (American Indian/Alaska Native, Asian, Black/African American, Pacific Islander, White, Other)
- Ethnicity (Hispanic, Haitian, Other)
- English Proficiency (yes/no)
- Additional/Other language(s) spoken (English, Spanish, Haitian Creole, Other)
- Child's Social Security #
- Child's Miami-Dade County Public Schools ID Number
- Current Grade Level
- Current School
- Does child have a Health Insurance? (yes/no)
- Does child have a Disability? (yes/no)
- Documentation of Disability (Individualized Family Service Plan, Individualized Education Plan, Section 504 Plan, Medical diagnosis, Other)
- If Disabled, what type? [Autism Spectrum Disorders, Chronic Medical Condition, Developmental Delay, Emotional and/or Behavioral Disorder, Hearing Impairment (or deaf), Intellectual Disability (or mental retardation), Learning Disability, Physical Disability, Speech/Language Impairment, Visual Impairment (or blind), Other]
- Is participant involved with the *Dependency System* (e.g., DCF, Our Kids, full case management agencies, dependency and family courts) or *Delinquency System* (e.g., DJJ, Juvenile Services Department, diversion/Civil Citation programs)] (Optional Field)

Demographics required for **PARENT/CAREGIVER** and **OTHER** participants with 3 or more contacts:

- Is participant a parent, child, or other?
- Number of Children in their Care (for Parents/Caregivers only)
- Name of the Children in their Care (for Parents/Caregivers only)
- Date of Birth of the Children in their Care (for Parents/Caregivers only)
- Participant's Name (last, first, middle initial)
- Street Address, City, and Zip Code
- Gender (male, female)
- Date of Birth
- Race (American Indian/Alaska Native, Asian, Black/African American, Pacific Islander, White, Other)
- Ethnicity (Hispanic, Haitian, Other)
- English Proficiency (yes/no)
- Additional/Other language(s) spoken (English, Spanish, Haitian Creole, Other)
- Adult's Highest Grade Completed
- Is participant involved with the *Dependency system* (e.g., DCF, Our Kids, full case management agencies, dependency and family courts) or *Delinquency system* (e.g., DJJ, Juvenile Services Department, diversion/Civil Citation programs)] (Optional Field)

OUTCOMES & NARRATIVE REPORTS (Paper Reporting - Excel and Word Documents)

- Outcomes Measurement and Results (Excel spreadsheet reports customized for each program/provider, based on current contract Scope of Service)—due monthly by the 15th of each month for the previous month.

- Quarterly Program Narrative Report (using standard Word document format provided by The Trust) captures a BRIEF report of successes, challenges and supports needed—due quarterly by the 15th of the month following the end of the quarter.

SCHEDULE OF REPORTS DEADLINES		
Required Report	***Reporting Frequency***	***Due Date***
Outcomes Measurement and Results (Excel)	Monthly	By 15th of each month for the previous month
Data Tracker Electronic Reporting of Demographics, Attendance, and other outputs	Monthly	By 15th of each month for the previous month
Quarterly Program Narrative Report (Word)	Quarterly	For February, March, April **DUE May 15, 2010**
		For May, June, July – **DUE August 15, 2010**
		For August, September, October – **DUE November 15, 2010**

The provider shall create and/or update annually their agency and program profiles and site(s) information in the Community Resource Directory maintained by Switchboard of Miami to facilitate referrals to Children's Trust-funded services. Provider shall maintain accurate information including adding or deleting sites. Evidence that the profile(s) have been created or updated must be provided to the Contract Manager within 30 days of execution of this contract.

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**April 28, 2010**		**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:	**Stormwater Fund**		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							x	
Contract/P.O. Required: *(Enter X in box)*	Yes	No	**RFP/RFQ/Bid #:**					
	x							
Sponsor Name	**Dr. Danny Crew, City Manager**		**Department:**		**Public Works**			

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 AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS599 FOR PUBLIC WORKS SERVICES IN THE AMOUNT OF FIFTY-SIX THOUSAND, FOUR HUNDRED AND SIXTY-SEVEN DOLLARS ($56,467.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City has contracted with the Florida Department of Corrections since 2005 to utilize work squads to collect litter, remove graffiti, and assist public works crews with landscaping tasks throughout the City. In 2006 and 2009 the City added two additional FDOC work squads to help with the overwhelming workload.

As of June 2010 the contract for work squad # WS599 will expire. Staff recommends that council renew this agreement so the work squad can continue to assist in the efforts to reduce the amount of litter throughout the City as a stormwater preventive maintenance practice (reducing the amount of litter accumulating in the drainage system from rainwater runoff can cause drains to overflow and flooding issues to occur).

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

Highlights of the agreement are as follows:

- One (1) year contract with the option to renew for an additional year;
- Contracts shall become effective on June 16, 2010;
- Contract will cost the City only $56,467 (no increase since last year).
- Other terms and conditions remain the same as in previous contract.

Proposed Action:

It is recommended that Council approve the attached resolution authorizing the City Manger to renew of Florida Department of Corrections' contract for services provided by work squad in the amount of $56,467.

Attachment:

Attachment A - Contract WS599

RESOLUTION No. 2010-

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 AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS599 FOR PUBLIC WORKS SERVICES IN THE AMOUNT OF FIFTY-SIX THOUSAND, FOUR HUNDRED AND SIXTY-SEVEN DOLLARS ($56,467.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens and the Florida Department of Corrections ("FDOC") are currently operating under an Agreement whereby the FDOC provides minimum custody inmates to collect litter, remove graffiti, and assist the Department of Public Works with landscaping throughout the City, and

WHEREAS, in 2006 and 2009 two (2) additional FDOC work squads were added to assist with the overwhelming workload, and

WHEREAS, on June 15, 2010, the contract for FDOC work squad #WS599 will expire, and

WHEREAS, staff recommends the renewal of that certain Agreement so that the work squad may continue to assist in the efforts to reduce the amount of litter throughout the City,

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 the City Clerk to execute and attest, respectively, that certain Agreement and Addendum with the Florida Department of Corrections for Public Works services in the amount of Fifty-Six Thousand, Four Hundred Sixty-Seven Dollars ($56,467.00), a copy of which is attached hereto as Exhibit "A."

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Agreement and Addendum with the Florida Department of Corrections, with one (1) to be maintained by the City, and one (1) to be delivered to the Florida Department of Corrections.

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 APRIL 28, 2010.

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: DR. 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)

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CITY OF MIAMI GARDENS

This Contract is between the Florida Department of Corrections ("Department") and City of Miami Gardens ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, City of Miami Gardens is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on June 16, 2010 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or June 15, 2011, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed, at the option of the Agency, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The Agency, if it desires to renew this Contract, shall exercise its option no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to six (6) inmates

b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.

c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.

d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.

e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

g. The Department shall provide food and drinks for inmates' lunches.

h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.

k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.

l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.

m. Both parties agree that the Department is making no representations of the level of skills of the work squad.

2. Responsibilities of the Agency

a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.

b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.

c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.

e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.

2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.

3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.

4. The Agency shall insure any vehicles owned by the Agency used under this Contract.

5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to as follows:

Tsahai Codner, Program Director
City of Miami Gardens
1515 NW 167 Street Building 5, Suite 200
Miami Gardens, Florida 33169
Telephone: (305) 622-8009
Fax: (305) 622-8032
Email: TsahaiCodner@miamigardens-fl.gov

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
South Florida Reception Center
14000 N.W. 41st Street
P.O. Box 02-8538
Miami, Florida 33178
Telephone: (305) 592-9567

B. Department's Contract Administrator

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will

serve as a liaison with the Contract Manager for the Department. The name, address and telephone number of the Department's Contract Administrator for this Contract is:

Chief, Bureau of Procurement and Supply
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 922-8897

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Tsahai Codner, Program Director
City of Miami Gardens
1515 NW 167 Street Building 5, Suite 200
Miami Gardens, Florida 33169
Telephone: (305) 622-8009

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

VII. CONDITIONS

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of cash payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf

of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

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

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF MIAMI GARDENS

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: **Richard D. Davison**

TITLE: **Deputy Secretary**
Department of Corrections

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: **Kathleen Von Hoene**

TITLE: **General Counsel**
Department of Corrections

DATE: 3/4/10

Addendum A

Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WS599 Effective June 16, 2010

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officer Multiplier	1	$ 52,729.00	**	$ 52,729.00
Salary Incentive Payment			$ 1,128.00		$ 1,128.00
Repair and Maintenance			$ 121.00		$ 121.00
State Personnel Assessment			$ 398.00		$ 398.00
Training/Criminal Justice Standards			$ 200.00		$ 200.00
Uniform Purchase			$ 400.00		$ 400.00
Uniform Maintenance			$ 350.00		$ 350.00
Training/Criminal Justice Standards *			$ 1,500.00		
Technology Fee			$ 391.00		$ 391.00
TOTAL - To Be Billed By Contract To Agency			$ 57,217.00		$ 55,717.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $32.51, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES [X] NO [ ]
ENCLOSED TRAILER REQUIRED: YES [ ] NO [X]

Addendum A
Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WS599 Effective June 16, 2010

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM $4,318.00	[X]	1	$ -	[ ]	[ ]	[X]
Vehicle Mounted Radio	MACOM $4,414.00	[ ]		$ -	[ ]	[ ]	[ ]
TOTAL Operating Capital To Be Advanced By Agency				$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:	Total Cost
1. Operating Capital - from Section IV.	$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$55,717.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$56,467.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: $56,467.00
(Total of Sections V. and VI.)

VIII. OVERTIME COSTS:
If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WS599 Effective June 16, 2010

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

EXHIBIT "B"

ADDENDUM B TO AGREEMENT #WS599
BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS AND CITY OF MIAMI GARDENS

THIS ADDENDUM ("Addendum") is incorporated into that Agreement, between the Florida Department of Corrections ("Department") and the City of Miami Gardens ("Agency").

1. **DISPUTES:** Section VII. (C) of the Agreement referencing disputes shall be stricken in its entirety.

2. **VENUE:** In the event of litigation, the Court of proper jurisdiction in Miami-Dade County, Florida shall be the proper venue and forum.

3. **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.

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

5. **CONFLICT:** In the event of any conflicts between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement 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

_____
Dr. Danny Crew, City Manager

Date: _____

ATTEST:

_____
City Clerk
Ronetta Taylor, CMC

EXHIBIT "B"

Approved as to form and legal
Sufficiency:

_____
Sonja K. Dickens, City Attorney

FLORIDA DEPARTMENT OF CORRECTIONS

By: _____

Title:_____

Print Name: _____

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

Attest:

_____
Secretary

Print Name: _____

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	**April 28, 2010**		**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:	**Stormwater Fund**		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							x	
Contract/P.O. Required: *(Enter X in box)*	Yes	No	**RFP/RFQ/Bid #:**					
	x							
Sponsor Name	**Dr. Danny O. Crew, City Manager**		**Department:**		**Public Works**			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS518 FOR PUBLIC WORKS STORMWATER SERVICES IN THE AMOUNT OF FIFTY-SIX THOUSAND, FOUR HUNDRED AND SIXTY-SEVEN DOLLARS ($56,467.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City has contracted with the Florida Department of Corrections since 2005 to utilize work squads to collect litter, remove graffiti, and assist public works crews with landscaping tasks throughout the City. In 2006 and 2009 the City added two additional FDOC work squads to help with the overwhelming workload.

As of July 2010 the contract for work squad # WS518 will expire. Staff recommends that council renew this agreement so the work squad can continue to assist in the efforts to reduce the amount of litter throughout the City as a stormwater preventive maintenance practice (reducing the amount of litter accumulating in the drainage system from rainwater runoff can cause drains to overflow and flooding issues to occur).

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

Highlights of the agreement are as follows:

- One (1) year contract with the option to renew for an additional year;
- Contracts shall become effective on July 10, 2010;
- Contract will cost the City only $56,467 (no increase since last year).
- Other terms and conditions remain the same as in previous contract.

Proposed Action:

It is recommended that Council approve the attached resolution authorizing the City Manger to renew of Florida Department of Corrections' contract for services provided by work squad in the amount of $56,467.

Attachment:

Attachment A - Contract WS518

RESOLUTION No. 2010-

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 AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD #WS518 FOR PUBLIC WORKS STORMWATER SERVICES IN THE AMOUNT OF FIFTY-SIX THOUSAND, FOUR HUNDRED AND SIXTY-SEVEN DOLLARS ($56,467.00); PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens and the Florida Department of Corrections ("FDOC") are currently operating under an Agreement whereby the FDOC provides minimum custody inmates to collect litter, remove graffiti, and assist the Department of Public Works with landscaping throughout the City, and

WHEREAS, in 2006 and 2009 two (2) additional FDOC work squads were added to assist with the overwhelming workload, and

WHEREAS, on July 9, 2010, the contract for FDOC work squad #WS518 will expire, and

WHEREAS, staff recommends the renewal of that certain Agreement so that the work squad may continue to assist in the efforts to reduce the amount of litter throughout the City,

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 the City Clerk to execute and attest, respectively, that certain Agreement and Addendum with the Florida Department of Corrections for Public Works services in the amount of Fifty-Six Thousand, Four Hundred Sixty-Seven Dollars ($56,467.00), a copy of which is attached hereto as Exhibit "A."

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Agreement and Addendum with the Florida Department of Corrections, with one (1) to be maintained by the City, and one (1) to be delivered to the Florida Department of Corrections.

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 APRIL 28, 2010.

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: DR. 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)

CONTRACT AMENDMENT BETWEEN

THE DEPARTMENT OF CORRECTIONS

AND

CITY OF MIAMI GARDENS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and City of Miami Gardens ("Agency") to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I.**, B., Contract Renewal;
- revises the end date of the Contract referenced in **Section I.**, A., Contract Term; and
- replaces Addendum A with Revised Addendum A, effective July 10, 2010.

Original contract period: July 10, 2009 through July 10, 2010

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I.**, A., Contract Term, is hereby revised to read:

   A. This Contract began July 10, 2009 and shall end at midnight on July 9, 2011.

   This Contract is in its final renewal year.

2. Pursuant to **Section III.**, Compensation, A., 5, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective July 10, 2010.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

CONTRACT # WS518
Amendment #1

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF MIAMI GARDENS

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: **Richard D. Davison**

TITLE: **Deputy Secretary**
Department of Corrections

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: **Kathleen Von Hoene**

TITLE: **General Counsel**
Department of Corrections

DATE: 3/22/10

Revised Addendum A
Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WS518 Effective July 10, 2010

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officer Multiplier	1	$ 52,729.00	**	$ 52,729.00
Salary Incentive Payment			$ 1,128.00		$ 1,128.00
Repair and Maintenance			$ 121.00		$ 121.00
State Personnel Assessment			$ 398.00		$ 398.00
Training/Criminal Justice Standards			$ 200.00		$ 200.00
Uniform Purchase			$ 400.00		$ 400.00
Uniform Maintenance			$ 350.00		$ 350.00
Training/Criminal Justice Standards *			$ 1,500.00		
Technology Fee			$ 391.00		$ 391.00
TOTAL - To Be Billed By Contract To Agency			$ 57,217.00		$ 55,717.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $32.51, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES [X] NO [ ]
ENCLOSED TRAILER REQUIRED: YES [ ] NO [X]

Revised Addendum A
Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WS518 Effective July 10, 2010

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	$4,318.00	x	1	$ -			x
Vehicle Mounted Radio	MACOM	$4,414.00						
TOTAL Operating Capital To Be Advanced By Agency					$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:	Total Cost
1. Operating Capital - from Section IV.	
2. Grand Total - To Be Advanced By Agency At Contract Signing:	

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$55,717.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$56,467.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: $56,467.00
(Total of Sections V. and VI.)

VIII. OVERTIME COSTS:
If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WS518 Effective July 10, 2010

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

EXHIBIT "B"

ADDENDUM B TO AGREEMENT #WS518
BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS AND CITY OF MIAMI GARDENS

THIS ADDENDUM ("Addendum") is incorporated into that Agreement, between the Florida Department of Corrections ("Department") and the City of Miami Gardens ("Agency").

1. **DISPUTES:** Section VII. (C) of the Agreement referencing disputes shall be stricken in its entirety.

2. **VENUE:** In the event of litigation, the Court of proper jurisdiction in Miami-Dade County, Florida shall be the proper venue and forum.

3. **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.

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

5. **CONFLICT:** In the event of any conflicts between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement 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

_____
Dr. Danny Crew, City Manager

Date: _____

ATTEST:

_____
City Clerk
Ronetta Taylor, CMC

EXHIBIT "B"

Approved as to form and legal
Sufficiency:

_____
Sonja K. Dickens, City Attorney

FLORIDA DEPARTMENT OF CORRECTIONS

By: _____

Title:_____

Print Name: _____

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

Attest:

_____
Secretary

Print Name: _____

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	*April 28, 2010*		**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:	N/A		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	Yes	No	**RFP/RFQ/Bid #:**					
		X						
Sponsor Name	**Mayor Shirley Gibson**		**Department:**		***City Council***			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS FLORIDA, SUPPORTING THE PROPOSED GREEN CORRIDOR LEGISLATION; DIRECTING THE CITY CLERK TO TRANSMIT CERTIFIED COPIES OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Climate change and the adverse effects of climate change is one of the most serious issues facing our planet today, which is felt within communities amid growing concerns about the adverse effects on future health and well being. To meet the needs of the present without compromising the ability of future generations to meet their own needs, the Council recognizes the importance of encouraging the use of renewable energy.

Support of the creation of a voluntary special assessment program would provide local governing entity the authority to finance the installation of renewable energy sources that are permanently fixed to real property. These Green Corridors would utilize the special assessment process to ease the financing and installation of renewable energy sources that would be permanently attached to already constructed homes.

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Miami Gardens, Florida 33169

Proposed Action:

Mayor Shirley Gibson is requesting that City Council urges the Florida Legislature to consider creating a Green Corridor program, in the best interest of the health, safety, and welfare of residents of the City and other communities.

Attachment:

Exhibit “A”

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, SUPPORTING GREEN CORRIDOR LEGISLATION; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature is considering implementing Green Corridor Special Assessment Districts to facilitate the financing and installation of renewable energy sources that would be permanently attached to previously-developed private lots or parcels, and

WHEREAS, it is important to expand the use of renewable energy sources in order to diversify the State's energy supplies, reduce dependence on foreign oil and mitigate the effects of climate change, and

WHEREAS, Mayor Shirley Gibson is recommending that the City Council support the proposed Green Corridor Legislation as outlined in the Cover Memo attached hereto,

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. REQUEST FOR LEGISLATIVE ACTION: The City Council of the City of Miami Gardens hereby urges Governor Charlie Crist and members of the Florida Legislature to support the legislation as outlined in Exhibit "A" attached hereto.

Section 3. DIRECTIONS TO THE CITY CLERK: The City Clerk is hereby directed to send a Certified Copy of this Resolution to Governor Charlie Crist and to all members of the Florida Legislature.

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 APRIL 28, 2010.

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: MAYOR SHIRLEY GIBSON

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)

Exhibit "A"

Amendment to SB _____[1]

Insert at Line __:

Section 1. Section 171.01, Florida Statutes, is amended to read:

170.01 Authority for providing improvements and levying and collecting special assessments against property benefited.--

(4) The Legislature of the State of Florida recognizes the importance of encouraging the expansion of the use of renewable energy sources in order to diversify the state's energy supplies, reduce dependence on foreign oil, and mitigate the effects of climate change. The Legislature declares that a public purpose will be served by a special assessment program that provides a local governing entity or entities the authority to finance the installation of renewable energy sources that are permanently fixed to real property.

(a) As used in this subsection, the term:

1. "Green Corridor" means a special assessment district composed of a single municipality or several municipalities, a single county or several counties, or any other combination thereof that is created to facilitate the financing and installation of renewable energy sources.

2. "Green Corridor Council" means the governing body of a Green Corridor that may levy and collect special assessments against property benefited by the installation of renewable energy sources to the property of the individually affected property owners.

(b) LEGISLATIVE INTENT.--It is the intent of this act to encourage the creation of special assessment districts to be named Green Corridors that can consist of a single municipality or several municipalities, a single county or several counties, or any other combination thereof. A Green Corridor utilizes the special assessment process to facilitate the financing and installation of renewable energy sources to be permanently attached to previously developed, private lots or parcels. The Green Corridor program is to be used in conjunction with the programs described in part III of chapter 377, Florida Statues, entitled, "Renewable Energy and Green Government Programs."

(c) A Green Corridor may be created pursuant to section 4(a), subject to the approval, by a majority vote of the governing body each participating public entity, of an interlocal agreement that sets forth the terms and conditions of the Green Corridor and the selection of a Green Corridor Council to oversee the creation and operation of the Green Corridor.

(d) Individual property owners residing within public entities that have chosen to participate in the Green Corridor may voluntarily opt to participate in the Green Corridor. Individual property owners can not be compelled to participate in the Green Corridor program.

---

[1] Words ~~stricken~~ are deletions, words underlined are additions.

(e) The Green Corridor Council, subject to the voluntary approval of the individually affected property owners, may levy and collect special assessments against property benefited by the installation of renewable energy sources to the property of the individually affected property owners, for the purpose of reducing the dependence of the benefited property on non-renewable energy sources, increasing the benefited property's value, and reducing the carbon emissions from the use of those non-renewable energy sources which adversely impact the climate.

TITLE AMENDMENT

Insert at __:

…____; amending s. 170.01 F.S. to create Green Corridors and provide for the imposition of special assessments on homeowners that voluntarily approve of the addition of renewable energy sources to their property;

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	*April 28, 2010*		**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:	Parks and Recreation General Funds		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	Yes	No	**RFP/RFQ/Bid #:**		*RFP#09-10-040 Miami Gardens Parks Concession Management*			
	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 AND THE CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONCESSION AGREEMENT WITH NEW YORK ROMA PIZZA & CATERING, INC., DIVISION OF CONCESSION SERVICES AT CITY PARKS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background:

The Parks and Recreation Department has begun the process of consolidating all athletics programs within the City of Miami Gardens to be under one umbrella – City of Miami Gardens Youth Sports (CMGYS).

On November 5, 2007-All existing Athletic Clubs that utilized park property within the City of Miami Gardens received a letter discussing the plans to combine under one operation.

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Miami Gardens, Florida 33169

In multiple meetings, staff spoke to the individuals representing each park's athletic program affected regarding the operations of concessions on park grounds. It was agreed that all proceeds from concessions will be used towards CMGYS activities and items preferred that the city will not normally provide as part of the registration fee. In February the topic of contracted Concessionaires within all the parks was discussed and the park representatives present did not oppose an outside Concessionaires to run all concessions at the all the park locations. Each park representative was also asked to inform any and all concession companies with which they were associated of the solicitation for the Concessionaire Management within the City of Miami Gardens Parks and Recreation Department. A reminder of the solicitation was sent to all park representatives as well.

The Parks and Recreation Department was looking for a Concessionaire that was willing and able to provide quality menu items and reasonable prices for the local community.

The concessionaire will be required to provide the City with a set monthly revenue fee plus a percentage of the gross adjusted revenues. The contract is for three years with option to renew for two one year terms. The revenue fee and percentages will be renegotiated at the end of the first year. The concessionaire will also provide the City with a performance bond in the amount of $7,000, which is equal to the first year 'sestimated base rent.

Proposal and Evaluation Process

City Staff prepared specifications for the management and handling of the concessionnaire services. The specifications encouraged participation from small, minority businesses as well as stipulating the provisions of the City's preference to local business and monetary contribution to local schools. The solicitation also required the proposer to provide their recruitment methods for hiring local residents if they are to hire additional staff to handle the City's contract. The Parks locations included in the solicitation are:

- Miami Gardens Community Center
- Brentwood Park
- Scott Park
- AJ King Park
- Buccanneer Park
- Bunche Park
- North Dade Optimist Park
- Bennett Lifter Park
- Miami Carol City Park
- Myrtle Grove Park
- Norwood Park
- Rolling Oaks Park

The proposal was posted and broadcast on March 2, 2010 and sent to 159 vendors. Staff notified an additional 24 vendors who are either registered with the City; are located in the City; and/or requested to be notified of the proposal. The current park representatives were also notified. Twenty-four vendors requested the proposal package. One vendor attended the mandatory pre-bid conference held on March 11, 2010. One proposal, from New York Roma Pizza was received on March 25, 2010 and publicly read. A copy of the proposal document and submittal is available at the assistant to the mayor and council's office for review.

The proposal was evaluated for compliance with the specifications. An evaluation committee consisting of Daniel Rosemond, Assistant City Manager; Derrick Corker, Assistant Parks & Recreation Director; Christine Carney, Miami Gardens Community Center Manager were provided a copy of the solicitation, proposal, evaluation ranking sheet and instructions as to the ranking process. The ranking sheets were returned to procurement on March 30, 2010, at which time the scores were combined and totaled. A committee meeting was held March 30, 2010, to discuss

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oral presentations, site visits to current clients of proposer, and any clarifications/questions to be provided by the proposer. An oral presentation/proposal discussion was scheduled for April 12, 2010. The committee requested the proposer to provide the following:

- Nutritional values for menu options
- Healthy menu alternatives
- Sample of foods for tasting
- Pricing options
- Menu options preparation
- Assurance of complete Mobile concessions coverage for all parks.

The committee members visited Grapeland Park and spoke with park staff regarding the concessionaire's services, food sold, and overall proficiencies of the concessionaire. The City of Miami staff stated thatthey are very pleased with the concessionaire.

In their proposal, and during oral presentations, New York Roma Pizza committed to hiring local residents to operate their concession services. Prior to the start of the CMGYS football season, the proposer will begin doing outreach to identify interested residents who may be seeking employment opportunities. In addition, the vendor has committed to sub-contracting services at certain parks, as long as the sub-contracted vendors meet the necessary licensing and insurance criteria.

New York Roma Pizza is supported by two major food distribution companies, Gordon Food Services and Chaney Brothers. This proposer will also provide mobile food concession services at park locations that do not have a building where vending can take place.

Upon conclusion of the oral presentation, the committee ranked the proposer. The results are attached as Exhibit A.

Proposed Action:

That the City Council authorize the City Manager to negotiate and execute an agreement for concessionaire management services with New York Roma Pizza & Catering, Inc., located in Miami, Florida to provide a flat revenue of $7,000.00 plus 10% of the gross adjusted revenue for the first year of the agreement.

Attachment:

Attachment A –Evaluation Ranking Sheet
Attachment B- Agreement

RESOLUTION No. 2010-

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 CONCESSION AGREEMENT WITH NEW YORK ROMA PIZZA & CATERING, INC., DIVISION OF CONCESSION SERVICES AT CITY PARKS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department is in the process of consolidating all athletic programs in the City of Miami Gardens under one umbrella, City of Miami Gardens Youth Sports ("CMGYS"), and

WHEREAS, it is necessary for concessions to be sold during sporting events sponsored through the CMGYS, and

WHEREAS, City staff prepared specifications for concession services and issued RFP No. 09-10-040, and

WHEREAS, one (1) proposal was received and publicly read, and

WHEREAS, City staff has confirmed that the proposal complies with all specifications and performed reference checks of the successful bidder, New York Roma and Pizza & Catering, Inc., and

WHEREAS, it is recommended that City Council authorize an Agreement with New York Roma Pizza & Catering, Inc., whereby, New York Roma Pizza and Catering, Inc. will provide revenue to the City of Seven Thousand Dollars ($7,000.00), annually, plus ten percent (10%) of the gross adjusted revenue collected in the sporting events,

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 the City Clerk to execute and attest, respectively, that certain Concession Agreement with New York Roma Pizza & Catering, Inc. attached hereto as Exhibit “A” for concessions services at City Parks.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Agreement with New York Roma Pizza & Catering, Inc., with one (1) to be maintained by the City, and one (1) to be delivered to New York Roma Pizza & Catering, Inc.

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 APRIL 28, 2010.

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY:_____

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)

AGREEMENT FOR PARKS CONCESSION MANAGEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and New York Roma Pizza & Catering, Inc., a Florida corporation, (hereinafter referred to as "Concessionaire") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, on March 3, 2010, the City advertised Bid Document No. 09-10-040; and

WHEREAS, Concessionaire submitted a Proposal dated_____, in response to the City's request; and

WHEREAS, at a meeting held on April 28, 2010, the City Council selected the Concessionaire and agreed to contract with Concessionaire to perform the services described in the City's Request for Proposal (hereinafter referred to as "RFP") and Concessionaire's Proposal submitted in response to the RFP,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the City for Exercise and Fitness Management and Health Promotion Services RFP#09-10-040(Exhibit 1).

(ii) Proposal for the City of Miami Gardens prepared by Concessionaire dated_____. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. This Agreement
B. Exhibit 1
C. Exhibit 2

Article 2 Scope of Work

The scope of services shall consist of indoor concession management services and mobile concession management services for the Miami Gardens Parks and Recreation Department as outlined in the City's RFP, Section 5 – Scope of Services through Section 10 – Requirements of Concessionaire (hereinafter referred to as "Services"). Concessionaire shall perform the work under the general direction of the City and shall furnish all labor, materials, supplies, equipment, supervision and services necessary for an incident to the performance of the work, except as otherwise noted in specifications. By signing this Agreement, Concessionaire represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the Work and the conditions under which the Work is to be performed.

Article 3 Qualifications

Concessionaire and the individual executing this Agreement on behalf of the Concessionaire warrant to the City that the Concessionaire is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Concessionaire possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

Concessionaire ensures that all personnel have the minimum qualifications and hold the required certificates and licenses as stipulated in the RFP, and that they remain current throughout the entire contract.

Concessionaire shall, at its own expense, provide for criminal background checks, including sexual offender checks, of all personnel.

Article 4 Compensation

Concessionaire shall provide all Services identified in RFP#09-10-040, Section 5.0, Scope of Services. For all Services provided by Concessionaire, the Concessionaire shall pay City $7,000.00 annually plus ten percent (10%) of the gross adjusted revenue collected at sporting events. Concessionaire shall submit monthly reports for Services to the Parks and Recreation Department (hereinafter referred to as "the Department"). Concessionaire shall remit payment for all user fees within ten (10) days after the end of previous month. All reports shall be in compliance with proposal specifications.

Concessionaire shall make no charges or deductions to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless otherwise noted in the specifications.

Article 5 Gross Receipts Defined

The term “gross receipts” is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this Concession, but not including any of the following:

1. Gratuity to employees; concessionaires’ gratuity given directly to employees either by cash or debit or credit card, which must be expressly identified as gratuity.

2. Cash discounts allowed or taken on sales;

3. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by Concessionaire;

4. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

Concessionaire shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

1. Any error in cash handling by Concessionaire or Concessionaire’s employees or agents;

2. Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to Concessionaire by customer or purchaser;

3. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer;

Article 6 Late Payment Fee

1. Failure of Concessionaire to pay any of the revenue payments or any other fees, charges, or payments required herein on time is a breach of the Agreement for which City may terminate same or take such other legal action as it deems necessary.

2. Without having any rights available at law, in equity or under the Agreement, in the event of late or delinquent payments by Concessionaire, the latter recognizes that City will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, Concessionaire agrees to pay the City a late fee set forth below to compensate City for all expenses and/or damages and loss resulting from said late or delinquent payments.

3. The charges for late or delinquent payments shall be $50.00 for each month late plus interest calculated at the rate of eighteen percent (18%) per annum or one and one-half percent (1.5%) each month, assessed daily, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

4. The acceptance of a late revenue payment by City shall not be deemed as a waiver of any other breach by Concessionaire of any term or condition of this Agreement other than the failure of Concessionaire to timely make the particular revenue payment so accepted.

Article 7 Annual Accounting Adjustment

At the end of each twelve (12) month period during the term hereof, Concessionaire shall prepare and submit to City a statement showing the total gross receipts for the said twelve (12) month period and the revenue paid to City for the said twelve (12) months. If the sums paid by Concessionaire during said period exceed the minimum annual fees as well as the annual percentage charges computed as set forth in this Section, whichever is greater, such overpayment shall be credited to the revenue payment thereafter due from Concessionaire.

Article 8 Retention of Records

Concessionaire shall maintain during the term of the Agreement and for three (3) years thereafter, all of its books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Concessionaire shall allow access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Concessionaire in conjunction with this Agreement. Concessionaire's failure to grant such access shall be grounds for immediate termination of this Agreement by the City.

Article 9 Cash and Record Handling Requirements

If requested by City, Concessionaire shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the Concession which shall be submitted to City for approval.

Concessionaire shall be required to maintain a method of accounting of the Concession which shall correctly and accurately reflect the gross receipts and disbursements received or made by Concessionaire from the operation of the Concession. The method of accounting, including bank accounts, established for the Concession shall be separate from the accounting systems used for any other business operated by Concessionaire or for recording Concessionaire’s personal financial affairs.

Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.

2. Journals, including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

3. Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

4. Cash register tapes shall be retained so that day-to-day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.

5. Any other accounting records that City, in its sole discretion, deems necessary for proper reporting of receipts.

Article 10 Method of Recording Gross Receipts

Unless otherwise specified in the Agreement, Concessionaire shall obtain and install a cash register(s) dedicated to each facility on which it shall record all gross sales, including hosted bar sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape.

Concessionaire shall not purchase or install the cash register before obtaining the City's written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public. Printed receipts shall be provided to the patron for all transactions.

Article 11 Annual Statement of Gross Receipts and Expenses

Concessionaire shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the Concession operations as specified in the Agreement, in a form acceptable to the City, after the close of each calendar year during the term of the Agreement. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. The charges for late or delinquent Statements shall be $50.00 per month.

In addition, City may for time-to-time conduct an audit and re-audit of the books and businesses conducted by Concessionaire and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by Concessionaire to City shall be found to be less than the amount of gross sales disclosed by such audit and observation, Concessionaire shall pay City within 30 days after billing any additional rentals disclosed by such audit. If discrepancy exceeds 2% and no reasonable explanation is given for such discrepancy, Concessionaire shall also pay the cost of the audit.

Article 12 Term

This Agreement shall commence upon the execution by both parties and shall continue for three (3) years, unless terminated sooner as provided for in this Agreement. The Concessionaire understands and acknowledges that the Services to be performed during the three (3) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Concessionaire.

Parties agree and understand that this Agreement shall be renewable after the expiration of the initial three (3) year period based upon satisfactory performance and the contract is in the best interest of the City with terms and conditions to be agreed upon by City and Concessionaire.

Parties agree and understand that the City reserves the right, at their sole discretion, to renegotiate the amount of flat user monthly fee paid to City and/or to negotiate a monthly user fee percentage fee to be paid to the City for second year of contract and every year thereafter.

Article 13 Indemnification

Concessionaire shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Concessionaire or its employees, agents, servants, partners, principals or Subconcessionaires. Concessionaire shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 14 Insurance

Concessionaire shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million ($1,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand ($500,000.00) Dollars, per incident, for property damage.

Concessionaire shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury

and property damage in the minimum amount of $500,000.00 or each occurrence and $500,000.00 combined single limit.

Such liability policy of insurance shall designate the City as an additional insured and Concessionaire shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Concessionaire shall also provide City with proof that Concessionaire has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Concessionaire.

Concessionaire shall also provide City with proof of Employee Fidelity/dishonesty coverage - $500,000 per occurrence

Concessionaire 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.

Article 15 Termination

The City may, for its convenience and without cause, terminate this Agreement by giving Concessionaire written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the City's desire to terminate this Agreement, Concessionaire shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager or his designee.

The City may terminate this Agreement for cause immediately, and without prior notice to Concessionaire. Should the City terminate this Agreement for cause, the City shall provide notice as soon as possible to Concessionaire.

Concessionaire may terminate this Agreement by giving the City written notice at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Concessionaire and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Concessionaire to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Concessionaire will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Concessionaire for the services provided through the date of termination.

Article 16 Ownership

All aquatic programs, advertising/marketing plans and materials, fee structures, etc. originated or prepared by Concessionaire pursuant to this Agreement including papers, charts, computer programs, and other documentation or improvements thereto shall be owned by the City.

Article 17 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 18 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.

Article 19 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida, with venue lying in Miami-Dade County, Florida.

Article 20 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 Concessionaire of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Concessionaire 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 Concessionaire, whether or not similar to the act so consented to or approved.

Article 21 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City:
Danny Crew, City Manager
City of Miami Gardens
1515 NW 167th Street #200
Miami Gardens, FL 33169

Concessionaire:

With a copy to:
Sonja K. Dickens, Esq.
City Attorney
City of Miami Gardens
1515 NW 167th Street #200
Miami Gardens, FL 33169

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 22 Independent Concessionaire

Concessionaire is and shall remain an independent Concessionaire and is not an employee or agent of the City. Services provided by Concessionaire shall be by employees of Concessionaire and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City.

Concessionaire shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Concessionaire. The rights granted to Concessionaire hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

Article 23 Assignment

Subject to the provisions above, this Agreement shall not be assignable by Concessionaire.

Article 24 Prohibition Against Contingent Fees

Concessionaire warrants that it has no employees or retained any Concessionaire or person, other than a bona fide employee working solely for Concessionaire, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Concessionaire, corporation, individual or firm, other than a bond fide employee working solely for Concessionaire, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 25 Attorneys' Fees

Should any dispute arise hereunder, the prevailing party shall be entitled to recover all costs, expenses and attorney's fees incurred in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 26 Non-Discrimination

Concessionaire agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. Concessionaire will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. Concessionaire will take affirmative action to insure that all employment practices are free from such discrimination.

Article 27 Conflict of Interest

Concessionaire agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 28 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 29 Construction

This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

Article 30 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 31 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 32 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 33 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 34 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

Concessionaire: _____

By:_____

Name:_____

Title:_____

WITNESS:

_____
Corporate Secretary

CITY OF MIAMI GARDENS

By:_____

City Manager

ATTEST:

_____
City Clerk

Approved as to legal sufficiency and form :

_____
City Attorney

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	*April 28, 2010*		**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:	N/A		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	Yes	No	**RFP/RFQ/Bid #:**					
		X						
Sponsor Name	**Mayor Shirley Gibson**		**Department:**		***City Council***			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING MAYOR SHIRLEY GIBSON'S APPOINTMENT OF BOB MORRISON TO FILL THE UNEXPIRED TERM OF BEAU PARRILLO ON THE MIAMI GARDENS CITIZENS ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with Ordinance 2008-11-147, Mayor Shirley Gibson hereby appoints Bob Morrison to fill the unexpired term ending May 22, 2012 of Beau Parrillo on the City of Miami Gardens Citizen's Advisory Committee.

Proposed Action:

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

Attachment:

Application

ITEM J-7) CONSENT AGENDA RESOLUTION
Mayor Gibson's Board Appointment

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONFIRMING MAYOR SHIRLEY GIBSON'S APPOINTMENT OF BOB MORRISON TO FILL THE UNEXPIRED TERM OF BEAU PARRILLO ON THE MIAMI GARDENS CITIZEN'S ADVISORY COMMITTEE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has created the Citizen's Advisory Committee, and

WHEREAS, Mayor Shirley Gibson appoints Bob Morrison to fill the unexpired term of Beau Parrillo which ends May 2012, and

WHEREAS, it is appropriate for the City Council to confirm Mayor Gibson's appointment of Bob Morrison,

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 Mayor Gibson's appointment of Bob Morrison to the Citizen's Advisory Committee to fill the unexpired term of Beau Parrillo until the end of the term on May, 2012.

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 APRIL 28, 2010.

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: MAYOR SHIRLEY GIBSON

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)

CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION

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

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

1. **Position sought:** CITIZEN'S ADVISORY COMMITTEE

2. **Name:** ROBERT G. MORRISON
(Please print)

3. **Home Address:** 1570 SOUTH OCEAN LANE UNIT 210 FORT LAUDERDALE 33316

4. **Business Address:** 16175 N.W. 49th STREET MIAMI GARDENS 33014

5. **Employer (if self please state):** TAURUS INTERNATIONAL MFG., INC.

   a. **Job Title:** PRESIDENT & CEO
   b. **Nature of business:** FIREARMS MANUFACTURING & DISTRIBUTION

6. **Home Phone No.** 305-778-4436 **Business Phone No.** 305-624-1115
   Fax No. 305-623-7506

7. **E-mail Address:** morrison@taurususa.com

8. **Education Background:**

   a. **High School**
   Name of School MASON CITY, IA HIGH **Dates of Attendance** 1953-1956

   b. **Vocational School**
   Name of School _____ **Dates of Attendance** _____

   c. **College**
   Name of College US MILITARY ACADEMY WEST POINT, NY **Dates of attendance** 1956-1960

   Degree obtained if any B.S. - ENGINEERING
   RENSSELEAR POLYTECHNIC INSTITUTE (HARTFORD/GRADUATE) MS-ENGINEERING MANAGEMENT

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

9. **Community Service (attach additional sheets if necessary):**
   SEE ATTACHED

10. **Please state your qualifications for position sought (attach additional sheets if necessary):**
   SEE ATTACHED

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

NO

12. Are you employed by the City? Yes ____ No X

13. Are you employed by the Mayor or any of the Council members in their private capacities?

14. Are you a resident of the City? Yes ____ No X

15. Do you own a business in the City? Yes X No ____

If yes, please state the name of the business: TRUMPS INTERNATIONAL MFG., INC.
Is this business a vendor with the City Yes ____ No X

16. Do you operate a business in the City? Yes X No ____

If yes, please state the name of the business: TRUMPS INTERNATIONAL MFG., INC.
Is this business a vendor with the City Yes ____ No X

17. Ethnic Origin:

White Non-Hispanic X African American ____ Hispanic American ____ Other ____

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

Second choice ____ Third choice ____

Fourth choice ____ Fifth choice ____

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

Signature [signature] Date 4/19/10
Applicant

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR

ATTACHMENT TO CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION

ROBERT G. MORRISON, President & CEO -- Taurus International Mfg., Inc.
16175 NW 49th Avenue
Miami Gardens, FL 33014
Telephone
Office – 305-624-1115
Cel 305-778-4436

9. Community Service

Executive Committee – South Florida Council, Boy Scouts of America
Board of Directors – CURED, Miami University Miller School of Medicine
Chairman – South Florida Boy Scouts Sporting Clays Event (Fundraiser)

10. QUALIFICATIONS FOR POSITION SOUGHT

- West Point Graduate
- In Firearms Industry for 44 years
- Twice Firearms Industry "Man of the Year"
- Have been employed by Smith & Wesson, Winchester, Colt Firearms and now Taurus for past 17 years
- Have worked in this neighborhood for 14 years
- Have dealt with Military and Police worldwide
- Am familiar with police responsibilities and rules of conduct
- Am sworn as a Special Deputy for Washington County Sheriff's Department
- Have a sincere interest in assisting community
- Have received many awards – In this year alone South Florida Employee of the Year, received Key to Miami Dade County, Beacon Council Award for International Commerce - Business of the Year, and finalist for Business of the Year by the SFMA

This application is submitted with the hope that my extensive background with police work will be recognized and that I will be given the opportunity to share my wealth of experience in serving the community of Miami Gardens, on the Citizen's Advisory Committee.

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	*April 28, 2010*		**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		X
Funding Source:	*N/A*		**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						
Sponsor Name	Mayor Gibson		**Department:**		*City Council*			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RENAMING THE MIAMI GARDENS COMMUNITY CENTER RECREATION BUILDING TO THE "BETTY T. FERGUSON RECREATION BUILDING;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Summary:

Former Miami-Dade County Commissioner, Mrs. Betty T. Ferguson has been instrumental in ensuring that the Miami Gardens Community Center would be located within the City and that funding assistance from the County to the City for completion of the construction of the Center would be available. In addition she has demonstrated a tireless commitment to the Miami Gardens area, even before it was a City through a number efforts including but not limited to being instrumental in the creation of the Carol City Police Station #9, the Bunch Park Fire Station, the Honey Hill Fire Station, funding for the development of more than 12 Million Dollars for the Miami Gardens Community Center, 20 Million directed to District One for drainage and sidewalk, and the recreation center at Carol City Park.

It is for her tireless efforts, that Mayor Shirley Gibson is recommending that Mrs. Ferguson be honored with the naming of the Recreation Building at the Miami Gardens Community Center in her honor.

Proposed Action:

It is being recommended that the City Council approve the attached Resolution.

Attachment:

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RENAMING THE MIAMI GARDENS COMMUNITY CENTER RECREATION BUILDING TO THE "BETTY T. FERGUSON RECREATION BUILDING;" PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Betty T. Ferguson was born on January 28, 1945 in Miami, Florida, and

WHEREAS, she is the widow of the late U.S. District Court Judge Wilkie D. Ferguson, Jr. and the mother of two children, a daughter, Tawnicia Rowan, and a son, Wilkie Ferguson, III, and

WHEREAS, she attended Miami-Dade County Public Schools, earning a Bachelor of Science Degree from Florida A & M University, a Master's Degree in Speech Pathology and Audiology from Ohio State University and was awarded an Honorary Doctorate of Humane Letters in 1996 by Florida Memorial College, and

WHEREAS, she started her teaching career as a professor at Howard University in 1967, later taught at Florida Memorial College and Miami-Dade Community College, and

WHEREAS, she was first elected to office in 1993 and was re-elected twice without opposition, having served as the District One Commissioner for eleven (11) years. On March 16, 2004 she announced her decision not to seek a fourth term, and

WHEREAS, she initiated many positive changes in District One, including Carol City Police Station #9, the Bunch Park Fire Station, the Honey Hill Fire Station, funding for the development of more than 12 Million Dollars for the Miami Gardens Community

Center, 20 Million directed to District One for drainage and sidewalk improvements and safe routes to school, a recreation center at Carol City Park, Metrobus circulation service, One Million Dollars Life Support Initiative to provide grants to needy qualified municipal retail water and sewer customers, the creation of the new City of Miami Gardens, and Sewer Infrastructure Improvements to a two-mile stretch of Miami Gardens Drive, and

WHEREAS, she was the lead plaintiff in the lawsuit that created district elections of County Commissioners in Miami-Dade County, and

WHEREAS, she has been honored numerous times for her leadership, courage, service and dedication to the community, and

WHEREAS, she has received, among others, the following awards: "Woman of Impact" 1995 from the Community Coalition for Women's History, Inc., "Sister of the Year" 1995 from the Concerned African Women, Inc., and Distinguished Educator from the Miami Alumnae Chapter of Delta Sigma, and

WHEREAS, she was instrumental in ensuring that the Miami Gardens Community Center would be located within the City and that funding assistance from the County to the City for completion of the construction of the Center would be available, and

WHEREAS, in light of Ms. Ferguson's tireless commitment to Miami-Dade County, but in particular to Miami Gardens, the City Council would like to honor her by naming the building in the Miami Gardens Community Center in her honor,

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 renaming of the Miami Gardens Community Center to the "Betty T. Ferguson Recreation Center."

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 APRIL 28, 2010.

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: MAYOR SHIRLEY GIBSON

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)

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	*April 28, 2010*		**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:	N/A		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	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, RATIFYING COUNCILMAN MELVIN L. BRATTONS APPOINTMENT OF MARGARET A. HALL TO FILL THE UNEXPIRED TERM OF ERICA P. MORRIS ON THE MIAMI GARDENS COMMISSION FOR WOMEN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In accordance with Ordinance 2008-11-147, Councilman Bratton hereby appoints Margaret A. Hall to fill the unexpired term ending October 8, 2010 of Erica P. Morris on the City of Miami Gardens Commission for Women.

Proposed Action:

Councilman Melvin L. Bratton is requesting that City Council ratify the appointment as submitted.

Attachment:

Application

ITEM J-9) CONSENT AGENDA RESOLUTION
Councilman Bratton's appointment to Commission for Women

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING COUNCILMAN MELVIN L. BRATTONS APPOINTMENT OF MARGARET A. HALL TO FILL THE UNEXPIRED TERM OF ERICA P. MORRIS ON THE MIAMI GARDENS COMMISSION FOR WOMEN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has created the Commission for Women, and

WHEREAS, Councilman Melvin L. Bratton appoints Margaret A. Hall to fill the unexpired term of Erica P. Morris which ends October 2010, and

WHEREAS, it is appropriate for the City Council to confirm Councilman Bratton's appointment of Margaret A. Hall,

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 Bratton's appointment of Margaret A. Hall to the Commission for Women to fill the unexpired term of Erica P. Morris until the end of the term on October, 2010.

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 APRIL 28, 2010.

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: COUNCILMAN MELVIN L. BRATTON

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)

CITY OF MIAMI GARDENS BOARD/COMMITTEE APPLICATION

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

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

1. **Position sought:** _____

2. **Name:** MARGARET HALL
(Please print)

3. **Home Address:** 18000 NW 31 AVENUE

4. **Business Address:** PO BOX 1

5. **Employer (if self please state):** SELF

   a. **Job Title:** OWNER
   b. **Nature of business:** CONSULTANT

6. **Home Phone No.** 305-622-1581 **Business Phone No.** 305-308-7591
   Fax No. _____

7. **E-mail Address:** MAHA111800@ATT.NET

8. **Education Background:**

   a. **High School**
   Name of School _____ **Dates of Attendance** 1972

   b. **Vocational School**
   Name of School _____ **Dates of Attendance** _____

   c. **College**

   Name of College FLORIDA MEMORIAL **Dates of attendance** 2004

   Degree obtained if any BACHELOR

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

9. **Community Service (attach additional sheets if necessary):**

SEE ATTACHED

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

SEE ATTACHED

11. **Are you aware of any potential or real conflicts of interest that would prevent you from serving on a City board or committee? If so, please state the nature of the real or potential conflict:** NO

12. **Are you employed by the City?** Yes____ No ✓

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

14. **Are you a resident of the City?** Yes ✓ No __

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

    If yes, please state the name of the business: A.M. DAWN, Inc.
    Is this business a vendor with the City Yes____ No ✓

16. **Do you operate a business in the City?** Yes ✓ No____

    If yes, please state the name of the business: A.M. DAWN, Inc
    Is this business a vendor with the City Yes____ No ✓

17. **Ethnic Origin:**

    White Non-Hispanic___ **African American** ✓ **Hispanic American**___ **Other** _____

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

    Nuisance Abatement
    Second choice

    Third choice

    Fourth choice

    Fifth choice

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

Signature Margaret Hall **Date** 4-17-2010
Applicant

THIS APPLICATION WILL REMAIN ON FILE FOR ONE YEAR

Margaret A. Hall
18000 NW 31 Avenue
Miami Gardens, FL 33056
305-644-5182
Social Security #: [redacted]

OBJECTIVE

To secure a challenging position in an organization that would enable usage of knowledge and experience gained in the areas of Management, Monitoring and Human Resources.

EMPLOYMENT

Administrator/ Section 3 and Fair Housing Programs **2008 - Present**

This is a highly responsible professional position requiring communication and advocacy of federal regulations for Section 3 and Fair Housing on behalf of Miami Dade Public Housing Agency in the Administration Division, Office of Compliance. Responsibilities include advocating the agency's position as they relate to the two federal programs. Duties include identifying and prioritizing meetings to discuss pending issues with officials and others with mutual interest in the programs. Attending County and other meetings to discuss programs; building and maintaining relationships with local and regional leaders for the purpose of communicating and advocating the agency's interest; serves as a key correspondent and liaison ensuring accurate, timely and thorough presentation of the agency and County's policy positions. Facilitate numerous advocacy activities and exercise considerable judgment and discretion in advocating those activities. Utilize technical skills and knowledge. Complete recommendations concerning various appeal issues. General direction is received from an administrative superior who reviews work through personal conferences and written reports and holds the incumbent responsible for objective.

Manager Section 8 Customer Service/Administrative Officer 3 **2008 – 2008**

Reports to Assistant Director; Manager of various Section 8 housing programs and customer service activities, to include: Customer Service, Homeownership, Family Self Sufficiency, Hearings and Customer Service Call Center. Supervision is exercised over the Hearing Officer, thirteen Housing Specialist, one Clerk 4, and seven clerical personnel. Plans, assigns and reviews work of subordinate professionals and clerical employees engaged in performing duties in connection with the Private Rental Program. Monitors and evaluates job performance to ensure divisional and departmental objectives are met; makes recommendations for program improvements; provide recommendations on Section 8 requirements for various contracts and agreements. Establish priorities for subordinate staff and program activities.

Administrative Officer 3 **2004 - 2008**

Reports to Director of Quality Assurance and Compliance; Exercised supervision of Administrative Officers 1 and 2 and clerical personnel. Manage Section 3 program for Miami-Dade Housing Agency (MDHA), including job bank, compliance training, and Community Workforce. Plans, assigns and reviews work of subordinate professional and clerical employees engaged in performing duties in connection with the MDHA Section 3 program; monitors and evaluates job performance to ensure divisional and departmental objectives are met; makes recommendations for program improvements; provide recommendations on Section 3 requirements for various contracts and agreements. Establish priorities for contractor evaluations and monitors Section 3 progress and compliance; assist in research and compilation of statistical data for departmental evaluation of program purposes; gather and analyze demographic, economic, training and employment data to develop a comprehensive data base. Orientate and train new staff; makes recommendations and decisions regarding hiring, discipline and promotion of subordinates, authorizes leave and overtime; reviews employee performance reports and rates employee performance. Reviews and analyze contracts and agreements for compliance with USHUD regulations and MDHA program procedures; provides technical advice and assistance to department personnel on appropriate contract. Provide assistance to agencies, contractors, subcontractors and other vendors in complying with USHUD regulations and MDHA guidelines for Section 3 program. Analyze departmental Section 3 program exposure and resources to coordinate activities with other entities to assure maximum effect, minimize duplication and enhance better utilization of resources. Formulate and conduct workshops and training sessions to further Section 3 development; conducts workshops and attends meetings in the community as representative of the department; participates in other community agencies events; provides services of a specialized nature to professional staff within and outside the department as needed. Assist in preparation of manuals, brochures and other resource materials for informational and public relation

use; prepares special reports requested by the director. Develop, coordinate and implement plans for business recertification programs; initiate and coordinate monitoring and grievance procedures; monitor Section 3 contracts for compliance throughout the term of each contract. Manage the unit records by facilitating public records request, storage of records, destruction and duplication of records according to federal, state and local laws. Exercise independent judgment analyzing agency and contractor reports.

EDUCATION

FLORIDA MEMORIAL COLLEGE — MIAMI, FL

Major: Bachelor of Arts - Interdisciplinary Studies-Business

Miami Jackson Senior High – 1972 — Miami, FL

REFERENCES

Personal and Professional Furnished Upon Request

City of Miami Gardens
Agenda Cover Memo

Council Meeting Date:	*April 28, 2010*		**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:	n/a		**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						
Sponsor Name	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 UNDERTAKE A FORMAL PROCESS FOR THE SOLICITATION OF PROPOSALS RELATING TO THE CITY OF MIAMI GARDENS TOWN CENTER DEVELOPMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Per City Council's direction at the January 16th Council meeting, staff had numerous discussion and meetings with representatives of Miami Gardens Town Center LLC (MGTC) trying to fashion an approach to their proposal that is clear, legal and meets the needs of the City as well as MGTC. Numerous structures have been discussed during that period. The proposals have either been rejected due to the legal risks involved to the City, or due to the fact that they were not good business model for MGTC. The City's consultant, Kevin Lawler led these discussions. Also, involved in the discussions have been Jim Brady, the City's contract developer's counsel, Bob Gang, the City's contract bond counsel, the City Manager and the City Attorney. The process has continued to move along through MGTC's hiring of a site plan consultant (LRK) (with costs jointly paid by both parties), the development of a preliminary architectural design or style (URS) and the creation of the Miami Gardens Leasing Corporation.

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

This past week, staff concluded that the only acceptable way to proceed with the town center project was to solicit formal proposals for the Town Center development. Included in the solicitation would be the City's needs, expectations and estimated lease payments. Also included would be a requirement that the successful developer also bring to the table property or properties and proposed private construction that would leverage the City investment.

This approach would open development for a Town Center to additional and alternative options in addition to the MGTC property proposal. In the end, the City would choose the developer that was the best fit and that offered the best development plan. In the event, the City did not find any of the proposals acceptable; the City would not be required to enter into an agreement with any of the proposers.

Recommendation:

RECOMMENDATION: That the City Council authorize the City Manager to issue a solicitation for the development of the Town Center Project.

Attachment:

None

RESOLUTION No. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO UNDERTAKE A FORMAL PROCESS FOR THE SOLICITATION OF PROPOSALS RELATING TO THE CITY OF MIAMI GARDENS TOWN CENTER DEVELOPMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously authorized the City Manager and City Attorney to negotiate a Developer's Agreement with Miami Gardens Town Center ("MGTC") for the development of City Hall based upon a term sheet that was provided to City Council, and

WHEREAS, in the course of the City's attempts to negotiate the Developer's Agreement, certain obstacles have surfaced relating to the proposal, and

WHEREAS, there have been a number of different proposals entertained and discussed by the parties, and

WHEREAS, the best route for the City to take would be to undertake a formal solicitation process for the receipt of proposals from various firms/developers, inclusive of MGTC Group should it choose to respond, with respect to developing the Town Center Project, and

WHEREAS, the solicitation would be broad enough to include proposals that are not limited to the proposed City Hall site, but could include other properties owned by the City, and would require that all proposers have either the ability to gain ownership or current ownership of other vacant parcels within the designated Town Center area,

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 take any and all steps necessary to issue a solicitation for Proposals relating to the City of Miami Gardens' Town Center Development.

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 APRIL 28, 2010.

_____
SHIRLEY GIBSON, MAYOR

ATTEST:

_____
RONETTA TAYLOR, MMC, CITY CLERK

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

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY:_____

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)

Staff Monthly Report
March - April 2010

CITY MANAGER

- Met with City Hall principals several times working on contracts, agreements, etc.
- Met with design architects on preliminary design.
- Received the 2009 Governmental Finance Officer's Association for the FY 09-10 budget document.
- Reviewed the Green Building Design and Construction guidelines for application to the new city hall complex.
- Attended a meeting held by CITT Working Group regarding funding from C.I.T.T.
- Took actions to reduce the current budget.
- Met with the City's auditors regarding progress on the FY-09 audit.
- Began work on updating material for the FY 2011 budget process.
- Attended the Police Department's first annual awards ceremony.
- Met with CEMUSA, our bus shelter provider regarding their leaving the Miami area. More to follow on this later.
- Attended a deposition on the City billboard lawsuit.
- Attended a FOP meeting where they indicated that they would be petitioning for another union election. (Received a petition from the State this week).

FINANCE DEPARTMENT (Patty Varney)

1. Finalized the FY 2009 Comprehensive Annual Financial Report and presented it to the Council at April 14, meeting.
2. Completed the Popular Annual Financial Report currently in print for distribution to the residents and to be included in the May Community News.
3. Completed analysis of Department Head's submission of year-end estimates and performed further reduction after discussions with upper management. Presented shortfall to City Manager.

4. Distributed budget preparation manual to all Department Heads on April 5 to start off FY 2011 budget process.

5. Attached is the financial report and analysis for the month of March. Revenue and expenditures should reflect a 50%. Any important variances are explained in the attached analysis. The attached report is compiled on category basis and by Fund and also includes a comparison of last year's revenue and expenses for the same period.

   Based on the current revenue trend, besides state revenues (Sales Tax, State Revenue sharing), utility taxes (electrical, and telecommunication) other revenues such as recreation fees, traffic fines and parking fines may also recognize a shortfall. A total shortfall of approximately $2.0 million may recognize in General Fund for year-end between revenues and expenditures. Transportation Fund may also recognize a deficit. Due to shortfall of revenues generated from local option gas tax and state revenue sharing, a shortfall of $120,000 may be recognized at year-end. Currently, the City Manager has frozen all vacant positions unless they are essential positions will not be filled for the remaining of this fiscal year.

   As of March, 2010, the City has total investments in the amount of $18,342,391. Of this amount, $9,580,378 is with Wachovia which is available cash to fund for the operating expenses. The City holds a CD with the Bank of America in the amount of $2.6 million earning 0.16%. This is a requirement from our bond requirement. The other investment is with Community Bank of Florida, a $3 million certificate of deposit earning 1.18%. The City still has approximately $44,240.52 in market value with the State of Administration and $204,307 in tax certificates with Dade County.

GENERAL FUND

Revenues as of March 31, 2010

		FY 2010 Budget	*FY 2010 YTD Revenues*	*% of Budget*	*FY 2009 Budget*	*FY 2009 YTD Revenues*	*% of Budget*
Property Tax	1	23,089,178	18,608,133	80.59%	23,608,249	18,719,232	79.29%
Utility Tax	2	11,276,242	3,915,929	34.73%	10,188,878	4,252,175	41.73%
Franchise Fees	3	5,809,802	503,303	8.66%	5,476,428	533,420	9.74%
Permits/License Tax/Other Fees	4	1,925,000	1,366,735	71.00%	1,830,000	1,241,942	67.87%
Intergovernmental Revenue	5	11,716,230	3,816,568	32.58%	10,739,309	4,025,204	37.48%
Charges for Services	6	3,231,509	1,122,298	34.73%	1,914,119	1,076,959	56.26%
Fines & Forefeitures	7	2,534,000	1,924,065	75.93%	1,251,000	553,697	44.26%
Miscellaneous Revenues	8	1,535,000	911,154	59.36%	8,310,000	7,815,269	94.05%
Non-Operating Revenues		11,105,150	793,273	7.14%	11,884,997	548,173	4.61%
TOTAL		72,222,111	32,961,458	45.64%	75,202,980	38,766,070	51.55%

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1 Homeowners receive discounts if paid before April 1. Amount received in FY 2010 is very close to what was received in FY 2009 for the same period of time.

2 Variance of utility tax between the two fiscal year is attributed to telecommunication tax and electric utility tax when compared to FY 2008 for the same period of time.

3 Electric franchise fees which consists of 71.5% of the budget in this catgeory is received once a year in around August.

4 Increase in Permits/License revenues when compared to FY 2008 is mainly attributed to increase in revenue generated under Certificate of Use, and the new fee established for Certificate for Re-occupancy.

5 Revenues received as of February reflects 5months of State Revenue Sharing and Sales Tax. Lower revenue in this category for FY 2010 is attributed to lower distribution in State Revenue Sharing, half cents sales tax and Children Trust Grant.

6 Lower percentage is reflected as 50% of revenue in this category is derived from Jazz in the Gardens. Recreation fees is still behind compared to FY 2009 for the same period of time. Current estimate that a shortfall of approximately $250,000 may occur should this trend continues.

7 Increase in this category is mainly attributed to the fines collected for the "Red Light Camera".

8 Miscellaneous revenues is much higher in FY 2009 due to the loan proceeds of $7,300,000 for the purchase of the Warren Henry property.

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TRANSPORTATION FUND

Revenues as of March 31, 2010

		FY 2010 Budget	FY 2010 YTD Revenues	% of Budget	FY 2009 Budget	FY 2009 YTD Revenues	% of Budget
Local Option Gas Tax	1	2,335,000	905,008	38.76%	2,295,000	896,769	39.07%
Permits/License Tax/Other Fees		95,000	31,996	33.68%	5,000	1,510	30.20%
Intergovernmental Revenue	2	985,000	377,125	38.29%	754,750	385,330	51.05%
Charges for Services		5,200	1,346	25.89%	2,200	2,694	122.47%
Miscellaneous Revenues	3	29,969	4,771	15.92%	26,000	7,707	29.64%
Non-Operating Revenues		986,166	277,167	28.11%	1,250,696	160,612	12.84%
TOTAL		4,436,335	1,597,413	36.01%	4,333,646	1,454,623	33.57%

1 Local Option Gas Tax distribution is lagging by one month. The revenue is slightly lower than projected as it should reflects 41.66% of budget.
2 Lower Intergovernmental Revenue is attributed to lower State Revenue Sharing distributions.
3 Miscellaneous revenues is lower than FY 2009 due to lower cash flow and interest rate of return.

TRANSPORTATION FUND

Expenditures as of March 31, 2010

		FY 2010 Budget	FY 2010 YTD Expenses	% of Budget	FY 2009 Budget	FY 2009 YTD Expenses	% of Budget
Personnel Expenses		$2,029,209	$946,677	46.65%	1,880,357	809,989	43.08%
Operating Expenses		$571,328	$367,679	64.36%	1,043,206	451,485	43.28%
Capital Outlay		$107,585	$13,745	12.78%	94,346	13,722	14.54%
Debt Service	1	$0	$0	0.00%	298,878	298,878	100.00%
Other Uses		$1,728,213	$719,282	41.62%	1,016,860	398,787	39.22%
TOTAL		$4,436,335	2,047,382.25	46.15%	4,333,647	1,972,861.12	45.52%

1 QNIP debt payment is budgeted in the Debt Service Fund for FY 2010, therefore, no debt payment is being reflected.

GENERAL SERVICES FUND

Expenditures as of March 31, 2010

	FY 2010 Budget	FY 2010 YTD Expenses	% of Budget	FY 2009 Budget	FY 2009 YTD Expenses	% of Budget
Personnel Expenses	1,401,337	644,410	45.99%	1,350,131	605,950	44.88%
Operating Expenses	4,470,110	1,852,197	41.44%	3,263,237	1,491,540	45.71%
Capital Outlay	1,826,416	997,394	54.61%	1,778,554	702,796	39.52%
Other Uses	1,493,240	746,620	50.00%	2,062,244	592,612	28.74%
TOTAL	9,191,103	4,240,621	46.14%	8,454,166	3,392,897	40.13%

Revenue from the General Services Fund is mainly derived from interfund transfers from the General Fund, Stormwater Fund, Building Services Fund and Transportation Fund.

Revenues from Capital Projects Fund are either from grants or transfer from General Fund.

CAPITAL PROJECTS FUND

Expenditures as of February 28, 2010

	FY 2010 Budget	FY 2010 YTD Expenses	% of Budget	FY 2009 Budget	FY 2009 YTD Expenses	% of Budget
Personnel Expenses	449,783	214,357	47.66%	362,719	122,818	33.86%
Operating Expenses	267,865	57,675	21.53%	374,500	2,633	0.70%
Capital Outlay	24,393,491	4,221,277	17.30%	54,731,191	6,896,651	0.00%
Other Uses	194,463	93,814	48.24%	731,607	360,055	49.21%
TOTAL	25,305,602	4,587,123	18.13%	56,200,017	7,382,156	13.14%

DEVELOPMENT SERVICES FUND

Revenues as of March 31, 2010

		FY 2010 Budget	FY 2010 YTD Revenues	% of Budget	FY 2009 Budget	FY 2009 YTD Revenues	% of Budget
Permits/License Tax/Other Fees	1	2,424,000	1,818,644	75.03%	1,724,000	1,112,576	64.53%
Charges for Services	2	0	959	0.00%	222,000	55,344	24.93%
Miscellaneous Revenues		11,100	6,948	62.59%	38,626	9,206	23.83%
Non-Operating Revenues		1,813,211	856,281	47.22%	1,895,958	681,870	35.96%
TOTAL		4,248,311	2,682,832	63.15%	3,880,584	1,858,996	47.91%

1 More permit activities in FY 2010 reflecting in higher revenues, especially permits issued for Calder's construction and over $200,000 permit fees received from the City of North Miami Beach for their water treatment plant.

2 Charges for services in FY 2009 is for the surcharge by the State and the County. This is not a revenue source for the City as the amount collected has to be remitted to the County or State. In FY 2010, fees collected are recognized at the balance sheet and not as a revenue source. The $959 recognized in this category is for unsafe structure charges.

DEVELOPMENT SERVICES FUND

Expenditures as of March 31, 2010

		FY 2010 Budget	FY 2010 YTD Expenses	% of Budget	FY 2009 Budget	FY 2009 YTD Expenses	% of Budget
Personnel Expenses	1	2,568,063	1,099,701	42.82%	2,633,219	1,264,388	48.02%
Operating Expenses	2	217,997	63,839	29.28%	413,722	197,160	47.66%
Capital Outlay		14,566	1,478	10.15%	19,377	1,500	7.74%
Other Uses		1,447,685	556,827	38.46%	808,804	401,004	49.58%
TOTAL		4,248,311	1,721,845	40.53%	3,875,122	1,864,052	48.10%

1 The Building Servics Division Director was vacant for the month of October, and the position of the Code and Building Services Director was vacant for the first two months in October.

2 Expenditures in FY 2009 is higher mainly attributed to contractual service and legal advertising cost. Surcharge imposed by the County and State of which is a pass through from what the City was collected is recognized as an expenditures in FY 2009, while in FY 2010 it is treated as a liability and recognized in the balance sheet instead of revenue and expenditures.

STORMWATER FUND

Revenues as of March 31, 2010

		FY 2010 Budget	FY 2010 YTD Revenues	% of Budget	FY 2009 Budget	FY 2009 YTD Revenues	% of Budget
Permits/License Tax/Other Fees	1	40,000	35,060	87.65%	300	6,835	2278.33%
Grant		163,275	0	0.00%	100,000	0	0.00%
Charges for Services	2	3,395,000	971,020	28.60%	3,395,000	1,124,746	33.13%
Miscellaneous Revenues	3	150,933	111,401	73.81%	25,000	28,987	115.95%
Non-Operating Revenues		1,323,041	0	0.00%	0	0	0.00%
TOTAL		5,072,249	1,117,481	22.03%	3,520,300	1,160,568	32.97%

1 More permitting fees were issued in FY 2010

2 Revenue is lagging one month. The distribution by the County for February revenue was not received until April.

3 This category includes the drawdown of bond proceeds for the purchase of a front-end loader.

STORMWATER FUND

Expenditures as of March 31, 2010

		FY 2010 Budget	FY 2010 YTD Expenses	% of Budget	FY 2009 Budget	FY 2009 YTD Expenses	% of Budget
Personnel Expenses		791,945	383,521	48.43%	639,438	262,750	41.09%
Operating Expenses	1	937,376	97,600	10.41%	1,227,717	228,882	18.64%
Capital Outlay		649,263	146,024	22.49%	158,485	279,091	176.10%
Debt Service		665,889	125,179	0.00%	657,474	104,532	0.00%
Other Uses		2,027,776	327,056	16.13%	837,186	296,991	35.47%
TOTAL		5,072,249	1,079,379	21.28%	3,520,300	1,172,246	33.30%

1 Operating expenses are lower than budgeted is mainly attributed to very minimal professional service have been utilizied for the year.

HUMAN RESOURCES (Taren Kinglee)

- Training classes offered for First Aid and Fire Extinguishing.
- Accident Review Committee Meeting held.
- Consultation with outside council through Florida League of City regarding pending litigations including deposition for cases.
- Responded to several public records request.

- Held several meetings with department supervisors regarding recruitment, discipline and performance management. Developed job descriptions, administered benefits, responded to salary/benefit surveys, etc.

Monthly Statistics	Sep-Oct	Oct-Nov	Nov-Dec	Dec-Jan	Jan-Feb	Feb-Mar	Mar-Apr	Apr-May	May-Jun	Jun-Jul	Jul-Aug	Aug – Sep
Applications/ resumes received	704	366	371	250	139	67	209					
Positions Advertised	7	5	5	2	2	3	1					
Interviews Conducted	60	54	37	68	61	15	29					
Pre-employ Physicals	27	8	18	9	18	6	10					
Background/ Reference Checks	10	9	4	167	103	13	13					
New Hires	13	8	2	2	7	6	1					
Workers Comp Claims	22	18	7	15	16	14	23					
Exit Interviews	1	2	1	1	1	1	2					
Promotions	4	1	0	0	0	0	0					

DEPUTY CITY MANAGER FOR PUBLIC SERVICES (Renee Farmer)

Worked with staff to advance the following projects:

Police Department/School Crossing Guard

Worked with staff re: the following:

- Hurricane Preparedness
- Red Light Camera Intersection analysis
- Nuisance Abatement Board
- Building Renovation Close out
- Budget Preparation
- UASI Grant management

Building and Code Compliance

Worked with staff to advance the following projects:

- o City project Building Permit Issues
- o Forty year recertification

- o Launch of the Customer Service Training for Permit Clerks
- o Business process review
- o Lot Clearing and Board up process analysis
- o Licensing Sweeps
- o Budget Preparation
- o Launch of Landlord Permit Inspections

Information Technology

- Analysis of Eden functionality by department
- Budget Preparations

Other

Jazz in the Gardens revenue Projections
Education Compact 501c-3
Legislative Program State
CRA Research and Analysis
Staff Communications Forum 2010

Participated in the following Meetings/Committees (outside agency meetings):

UASI Meeting
CITT
Miami Dade Solid Waste

POLICE DEPARTMENT (Chief Matt Boyd)

Police Department Staff

TOTAL BUDGETED POSITONS: 258
TOTAL HIRED TO DATE: 256

- 1 Chief
- 1 Deputy Chief
- 3 Majors
- 9 Captains
- 28 Sergeants
- 158 Police Officers (1 vacant position)
- 10 Community Service Aides (1 vacant position)
- 16 Telecommunications Operators
- 2 Telecommunications Supervisors
- 1 Telecommunications Manager
- 1 Records Supervisor
- 4 Records Clerks
- 1 Executive Secretary
- 6 Administrative Assistants
- 2 Property Control Officers

- 1 Facilities Manager
- 1 Custodian
- 1 Court Liaison/Off Duty
- 2 Crime Analysts
- 1 Administrative Analyst
- 1 Investigative Assistant
- 1 Crime Scene Supervisor
- 5 Crime Scene Technicians

The monthly activity for the Operations Division for the month of March 2010 is as follows:

ARRESTS:

• FELONY	74
• MISDEMEANOR	185
• TRAFFIC	252
• DUI	01
• WARRANT	42
TOTAL ARREST	***554***

CITATIONS:

• MOVING	631
• NON-MOVING	986
• PARKING	66
TOTAL	***1683***
FIELD INTERVIEW CARDS	***1525***
TOTAL CALLS RESPONDED TO	***7727***
REPORTS WRITTEN	***2124***
TRAFFIC CRASHES	***306***

The monthly activity for the Support Services Division for the month of March 2010 is as follows:

Property and Evidence, Number of property items processed:

285	- Property Receipts Processed
29	- Property Receipts Rejected
15	- Property Released
60	- Property out to Lab
0	- Property to be Disposed
9	- Lab Runs to MDPD
$12,538.37	- Cash Impounded

30 - Firearms Impounded *not counting CSI direct delivered to lab.

Number of reports processed and number of requests made at window for records:

Reports Processed 2,184 / Walkup Requests at Window 1,005 / Mail Logged In 720 / Fingerprints 23 / Background Checks 83 / Amount Collected At the Window $131,953.34.

Communication Information:

CAD Calls = 10,690 / Phone Calls = 13,516 / FCIC Entries = 227 Overtime Hours = 348

Training hours = 12.5 hours (FCIC re-certification exams and 1.5 hours presentation at Carol City HS)

Court Liaison and Off-Duty

908 subpoenas stamped and placed in the officers' mailboxes.
369 off duty personnel processed and entered into Eden for payroll processing.
5 off duty vendor requests processed.
40 dispositions stamped and placed in the officers' mailboxes.

The monthly activity for the Professional Standards Division for the month of March 2010 is as follows:

- Eight Complaints: Case #2010- 07 Case #2010- 11
  Case #2010- 08 Case #2010- 12
  Case #2010- 09 Case #2010- 13
- Case #2010- 10 Case #2010- 14

TRAINING

- Classes Attended: 18
- Hours Taught: 1814
- Participants (Officers/Civilians): 43
-

Attendance at FDLE Justice, Standards and Training Commission Meeting.

The monthly activity for the Investigations Division for the month of March 2010 is as follows:

Arrests – Total: 298

Felonies –	98
Misdemeanor –	136
Truants Returned-	0
U.S. Currency Seized –	$3,800.00
Vehicles Recovered –	14
Vehicles Recovered Value-	$108,000.00
Vehicles Processed-	9
Property Recovered Value-	0
Firearms Seized –	14
Search Warrants	7

Total Cases Assigned 335 **Closed** 178 (+22 UNF) **Rate** 56.9%
Scenes Processed by Crime Scene Investigations Unit- 105

CIP (Brandon DeCaro)

Administration Items:

- V. Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds into appropriate active project. **Letter requesting GOB transfer was sent from the City Manager. Response from the County is pending.**
- V Nelson and B. DeCaro submitted all required information to the County Staff for transfer of GOB Grant Funds for the FF&E for the MG Community Center. **Additional information was submitted to the County on 4/13/10. Response from the County is pending.**

Art in Public Places (AIPP): ***Planning Phase – Christina Goetzman***

- Miami-Dade County Art in Public Places Staff has submitted letter designating funds to be released to the City for Scott Park ($3,900.00), Brentwood Park (11,494.36), and Audrey J. King Park (11,997.40). Meeting will be held with Vernita Nelson and staff to discuss options for allocation of funds.
- Miami-Dade County AIPP Staff has submitted proposal for assisting the City in the implementation of AIPP at Miami Gardens Community Center. Meeting with staff to discuss terms of proposal took place on 11/23/09. Revised proposal submitted by County on 11/30/09. Proposal reviewed by City staff and City Attorney. An agenda item has been drafted and will be presented to Mayor and Council for approval at Council Meeting on 01/13/10.
- Item was approved by Mayor and Council during the 01/13/10 Council Meeting.
- **City Administration is working together with Capital Projects and City Attorney to draft acceptance letter to be submitted to Miami-Dade County AIPP.**

CAPITAL IMPROVEMENT PROJECTS:

Demolition of Wachovia Building Site: Planning Phase – Brandan DeCaro

- Schedule, planning options & preliminary estimate for site improvements has been reviewed by City Manager & Deputy Manager.
- Bid advertised on 9/8/31/09; Pre-bid meeting on 09/09/09;
- Bids were opened on 09/26/09.
- Award of Demolition is on hold pending decision by City Council regarding the options for the proposed City Hall & Police Building.

New City Hall: Planning Phase – Jimmie Allen/Brandan DeCaro

- Preliminary Program and cost estimate reviewed by CIP Director and City Manager.
- Review of Space Allocation & Building Program occurred 09/14/09, 09/15/09 & 9/16/09.

- Miami Garden's staff met with the Developer, Contractor and Architect on 8/13/09 to discuss the program for the proposed Town Center Project. The project will include the new City Hall, Police Department Building and Parking Garage.
- All staff comments received and incorporated into building programs. The revised program was provided to the developer on 09/24/09. Coordination Meetings with Developers Team on 10/09/09 & 10/15/09.
- The program for the buildings was review, and revised with the City Manager, Deputy Manager & Assistant Managers.
- City Council Workshop held on 11/18/09 for proposed City Hall and new Police Building.
- Workshop held on 3/02/10 to study the city planning for the project.
- **City Planning Concept presentation was given during the 4/14/10 City Council Meeting.**

Police Building Major Interiors Construction: Close-out Phase – Jimmie Allen

- The Building Department has not issued the Final Certificate of Occupancy for all of the work under Miami Skylines Contract.
- **Staff met with the contractor and submitted requests for pricing to perform required electrical changes to A/C Units at the roof and services to label and tag all building panels on 3/26/10.**
- **The contractor is pricing the work requested as of 4/16/10.**
- **Direction was been provided to the contractor to make adjustments to an accessible window in the facility on 4/1/10.**
- **On 4/1/10, the contractor prepared permit applications to renew open permits for project close out and is waiting to make submission to the CMG Building Dept.**
- **Meeting between Building Department, Police Department and CIP staff occurred 4/15/10.**
- **Scheduling for the work was requested again on 4/16/10 by phone communication.**
- Miami Skyline Construction is still pending final negotiations and final payment.

Fueling Facility & Storm Drainage: Construction Document Phase 85% – Jimmie Allen

- WASD and DERM review for original scope completed June 2009.
- A/E responded to the three environmental concerns from DERM. Portion of new storm drainage system will have to be re-designed as a result of DERM review.
- A/E has provided fee proposals for revising the scope of the work for storm drainage.
- The Report of the testing submitted to DERM was responded to 1/20/10. Two letters were forwarded reflecting the status of the review with conditions. The City will be required to issue to DERM within 60 days a mitigation plan along with additional testing specified in their letters dated June 19, 2009 and January 11, 2010. DERM has briefly indicated that the drainage portion of the project can run concurrently with the required clean up of the contaminated soil on site.
- **City Staff prepared a letter for the City Manager, which was sent to DERM on 3/05/10. The City would prefer to conduct the additional testing required by**

DERM before proceeding with the removal of the contaminated soil. DERM accepted the response from the City on 3/09/10.

- **Purchase Order was issued and the sampling conducted the week of 4/15/10.**
- **On 4/16/10, URS the consultant provided preliminary findings for staff review resulting from the recent testing performed. Additional sampling will be taken due to the negative test results and this will require a time extension from DERM.**
- URS submitted spreadsheet with all costs associated for the project so the City can decide how to move forward with the various aspects of the project**. The City will defer the redesign for the Fueling Facility until the issues with the contaminated soil removal have been resolved.**
- A Fuel Management System has been proposed and the CIP office has reviewed the system. CIP staff has requested URS to provide cost impact to incorporate an equivalent system into the project that will provide the City with a method of managing fuel use and consumption.
- Staff will shortly engage URS to begin the project re-design to incorporate all new programmatic issues associated with the proposed Fuel Management system and the DERM environmental issues.

Miami Gardens Community Center (MGCC): Construction 99% complete – Jimmie Allen

- A/E has completed the initial Punch List for the main building and the site. **The architect performed the balance of the Punch List re-inspections for the main building the week of 4/12/10.**
- **Final inspections by public agencies have been ongoing and the following disciplines were verbally approved during the week of 4/12/10:**
  - **Miami Dade County Water & Sewer**
  - **Miami Dade County Fire Department**
  - **CMG mechanical Inspections**
- **Staff is awaiting communication from Miami Dade WASD to pick up utility conveyance documentation for execution to secure permanent water service & water meter for the facility.**
- **The contractor is 95% complete with the punch list for the main building and site as of 4/16/10.**
- **The three Restroom/Concessions Buildings have not achieved Substantial Completion yet. Pre-final inspections were conducted and approved the week of 3/29/10 and power was supplied by FPL to the buildings on 4/14/10. Final electrical inspections are scheduled for 4/16/10.**
- The A/E will start the Punch List as soon as the electrical inspections are approved by the CMG Building Department.
- The equipment in the pool pump room has been completed. All of the pool systems have been started tested and are functioning as required. **The final inspection for all of the equipment was performed and approved by the pool consultant on 4/14/10. The Final Department Of Health inspection is scheduled for 4/20/10.**

- The track & football field are complete. The Architect and Engineer completed the final inspection and the field was accepted for use.
- Sports lighting for the field are installed, energized **and ready for use.**
- NFL Grant for $250,000 was requested now that the sports surface and lighting installation is complete. The City received a check for $200,000 from the NFL Grant. **The remaining $50,000 will be reimbursed once the bleachers are completed.**
- Bleachers and Press Box Contractor received the Notice to Proceed on 10/26/09 and the firm has begun the design and preparation of the Construction Documents for permitting and installation. The Firm has 135 days to complete the work from the NTP date. Staff met with Bleacher contractor on 11/06/09 and the construction documents were submitted for Internal Departmental review during the week of 11/16/09.
- **The Bleacher Contractor met with Fire Department on 4/8/10 and was successful resolving all issues required to secure an Approval.**
- **The Bleacher Contractor addressed Miami-Dade County Fire Department comments and is prepared to re-submit the complete project back to the CMG Building Department for final review. On 4/9/10 staff received notice from the consultant that the design was approved by Miami Dade Fire. Staff is awaiting the final written approval for Miami Dade Fire in order to move forward with securing installation permits from the CMG Building Department. Approval is expected from Miami Dade Fire on or before 4/21/10.**
- Parking Lot light fixtures have been installed. **All Parking Lot lights have now been energized.**
- **The final inspection for the irrigation system was completed by the Landscape Architect the week of 4/12/10. System is fully operational pending minor modifications required by the Architect. All work has been completed and the sod has been top dressed and rolled and weeded. The irrigation system is now on automatic service.**
- The contractor requested a 118 day time extension, which was approved during the 11/11/09 City Council Meeting. **Additional time was considered for delays due to additional requirements by the Miami Dade Fire Department during their final inspection.**
- The FF&E List was developed and the 3,000,000 for the FF&E funding was submitted to the County in December 2010. **The contract with the County GOB Office for the FF&E funding is pending.**
- **Data Center installation: Electrical and Mechanical was completed and final inspections approved on 3/16/10. The Miami Dade Fire Department approved the fire suppression system for the dada system on 4/9/10. The installer submitted the approved plans for CMG installation permits on 4/14/10. The work is expected to be completed within 3 days of permit issuance. Final Fire Department inspection is the final step to closing out the fire suppression work once completed.**
- **Low Voltage Wiring Installations: The work is 100% complete for the voice and data systems.**

- **Sound System: The system is 99% complete and awaiting final Punch List Inspection by the project Architect. The installation was completed on 4/7/10.**
- **Access control, security and cameras systems: The work is 99.9% completed. All hardware is installed and functioning as required. The hardware was programmed at the site and is awaiting final connectivity and interface with the City PD systems.**

Miami Gardens Community Center Amphitheatre: Design 75% completed – Brandan DeCaro

- Proposal for MGCC Amphitheatre project submitted for Safe Neighborhood Parks (SNP) Grant in July. Project recommended for grant funding by SNP Oversight Committee on 8/18/09.
- City Council approved required project matching funds at meeting on 10/14/09.
- Negotiation with MGCC A/E for design of Amphitheatre was completed 11/10/09.
- The A/E contract for the Amphitheatre was approved during the 12/09/09 City Council Meeting.
- The Notice to Proceed for the A/E was issued on 2/08/10.
- The Schematic Design Review Meeting was held on 2/22/10.
- **The A/E's Design Development documents were submitted 4/9/10.**
- **The A/E Construction Document submittal & review meeting are scheduled for 4/21/10.**

Rolling Oaks Park-Sports Lighting for new tennis courts: Const 100%, Close out 100% – J. Allen

- Project completed ahead of schedule.
- The closeout documents have been submitted and the final payment to the Contractor has been approved.
- **The final punch-out is completed. The final invoice was received on and released for payment the week of 3/15/10.**

Rolling Oaks Park: Design Phase 60% completed – Brandan DeCaro

- Phase I Improvements include: Installation of 2 athletic fields, new entrance and turn-around, new parking and overflow parking lots, fencing, and concession/restroom facility.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised CDs submitted to CIP staff for review 4/15/09.
- DERM - Tree removal permit approved.
- Miami-Dade County Fire - Plans approved for permitting.
- Department of Health - Plans approved for permitting.
- MDWASD & North Miami Beach sewer connection pending final approval.
- Sewer pipe up-grade requested by DERM. Survey information & pipe as-built's provided to DERM so that pipe up-grade will not be required. DERM approval received in June, 2009.
- Miami Gardens Building Department submittal pending.
- Negotiating Additional Service with A/E for completion of Construction Documents.

- Terminated A/E during 11/10/09 Council Meeting.
- Negotiated conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**
- **Purchase of additional land for new main entrance from Miami Gardens Drive is in progress.**

***Bunche Park & Pool*: Design Phase 80% completed – Brandan DeCaro**

- Phase I Improvements include: Construction of entire pool parcel including pool house, parking paving/striping/drainage, lighting, fencing, landscaping, and signage.
- Met with A/E 3/12/09 & 6/08/09 to coordinate the completion of the Construction Doc's.
- Revised Construction Doc's submitted to CIP staff for review 4/15/09.
- County Fire - Plans approved for permitting.
- WASD – Water & Sewer connection reviewed and approved.
- DERM - Review for Water & Sewer completed. Surface water permit approved. Payment for all DERM Permit Fees completed 7/14/09.
- Construction Doc's were submitted to Miami Gardens Building Department on 7/30/09. Building Department and Public Works comments received. A/E response to the comments is pending.
- A/E terminated during 11/10/09 Council Meeting.
- Negotiations conducted with new A/E to assume design and construction admin for project.
- **Agreement with new A/E will be presented to the City Council for approval.**

North Dade Optimist Park Sports Lighting*:** *Construction 100%,* ***Close-out 100% – Anthony Smith

- Sports lighting fixtures purchased by Miami Gardens.
- Preconstruction meeting for installation of sports lighting held on 4/22/09.
- Survey performed to layout boundaries for the baseball and football fields on 5/05/09.
- Five existing light poles with fixtures were demolished on 4/28/09. Remaining existing poles were retrofitted for the new Musco light fixtures.
- Underground conduit installed with modifications to the Electrical room. New panel & wiring for electrical room installed 6/8/09.
- Punch List prepared 6/26/09. Final inspection for Punch List items held on 7/24/09. Installation of sports lighting fixtures completed.
- Waiver and Release of Lien Form upon final payment submitted by contractor.
- Revised SNP Contract was received on 2/16/10. The final reimbursement payment from the Grant Agency (SNP) has been received.

***North Dade Optimist Park*: Design 100% completed, Bid Phase started – Anthony Smith**

- Phase I Improvements include: Construction of new 3,000 sq. ft. building including six restrooms, small concession/kitchenette, and storage rooms; paved parking lot with 114 spaces including drainage, irrigation and landscaping, football field &

sports lighting relocation and minor landscaping; and construction of a sewer lift station.

- Parks plans approved by Miami-Dade Fire. Reviewed by DERM and MDWASD. Additional information requested and accepted 5/08/09. Final approval pending.
- Lift Station - Received approval by MDWASD and DERM.
- Construction Doc's for the Recreation Building & Lift Station submitted to the CMG Building Department for review on 5/27/09.
- A/E has addressed comments from MG Building Department and DERM.
- Plans resubmitted to the MG Building Department for 2nd review on 9/01/09.
- A/E started work for additional services to add a new fence around the property, gates at entrances, irrigation system and building elevations.
- Construction Doc's re-submitted to the MG Building Department for 3rd Review on 11/03/09. Re-submittal included all additional service work.
- The Construction Documents for the Recreation Building and site was approved by the MG Building Department on 11/10/09.
- The Construction Documents for Lift Station approved by the MG Building Dept on 12/29/09.
- The Construction Documents for the Recreation Building were denied approval by the MG Public Works on 1/06/10. AE currently addressing comments.
- The Construction Documents were re-submitted to the MG Building Department to address MG Public Works Department comments on 02/10/10.
- The Construction Documents for the Recreation Building were approved by the MG Public Works on 2/23/10.
- **The bid advertisement is pending the reconciliation of the project budget.**

Norwood Park & Pool - Pool Building Renovation: *Construction 100%,* ***Close-out 95% –– A Smith***

- Repair work for Pool Building was temporarily on hold until scope for pool piping replacement could be determined.
- Change request and proposal for additional work was approved 5/4/09. Repair work for the Pool Building commenced 5/14/09. Painting completed 6/05/09.
- Punch List Inspection on 09/15/09**;** re-inspected on 10/15/09. Punch List complete 12/10/09.
- Building Department approved final inspection for door replacement on 12/10/09.
- All Pool House work has been completed.
- **The reimbursement from the Grant Agency (SNP) is pending.**

Norwood Park & Pool- Pipe Replacement Project: Construction 85% complete - A. Smith

- Design Kick-off Meeting for Piping Replacement Project on 6/18/09.
- Final Construction Doc's completed and submitted to CIP staff on 7/31/09.
- Construction Doc's submitted to MDWASD, MD Fire, DERM & Miami Gardens Building Department for review on 7/31/09. MD Fire and DERM approval received in August.
- Construction Doc's submitted to Health Department on 8/13/09.
- Resubmitted to MG Building Department on 09/10/09, 9/24/09 & 10/08/09.
- Plans were approved by the Health Department on 11/09/09.

- The revised plans with Health Department approval were re-submitted to the MG Building Department on 11/12/09. Plans were approved by the MG Building Department on 11/17/09.
- Project advertised for Bidding on 11/9/09. Bids were opened on 12/10/09.
- City Council approved and awarded construction contract on 1/13/10.
- Pre-Construction/Kick-off meeting was held on 1/21/10.
- The Construction renovation and pool piping replacement construction commenced on 1/28/10.
- **The installation of the domestic plumbing and pool piping is nearly completed & the Punch List work is underway.**
- **The revised construction documents for the pool grounding system have been approved by MG Building Department and the work has been completed.**
- **The existing main drain for the pool was found to be leaking when the pressure test was conducted. The Health Department approval for the new drain detail & pipe replacement was received 4/19/10. The approval from the MG Building Department is pending. The change order for this new work is being reviewed by the A/E and staff.**

Miami Carol City Park: Construction 48% completed – Anthony Smith

- Contractor for new Recreation Building and Site Improvements on hold pending final approval of site utility plans from WASD and DERM.
- WASD Water & Sewer Agreement to 4/08/09 City Council Meeting. County Attorneys denied minor revision requested by City Attorney. Submittal of Water & Sewer Agreement pending up-dated "Opinion of Title". Revised Water & Sewer Agreement accepted by WASD on 6/04/09.
- MDWASD, DERM and Miami-Dade Public Works approval received week of 9/07/09.
- Final submittal to MG Building Department on 9/18/09. Construction Documents approved by Miami Gardens Building Department. Miami Gardens Public Works approval pending.
- Kick-off meeting held with contractor, Portland Construction. Miami Gardens Building Permit issued 10/15/09 and construction began on 11/02/09.
- The underground plumbing and electrical were underway December 2009.
- The property address of the new Recreation Building has been changed by the MG Planning & Zoning and Miami-Dade County's Property Appraisal Departments to reflect accurate location.

Certified copy of sheets submitted to Miami-Dade as a revision for review on 1/8/10 because the County permit number had expired. Miami Dade-Fire Dept. approved the drawings on 1/12/10.

- A Preconstruction meeting with Miami Dade County Water and Sewer (MDWASD) and MG Public Works Department for the sewer line installation was held on 2/09/10. Miami Dade Public Works has postponed planned county roadway improvements to the right-of-way until after the MG General Contractor completes all off-site work associated with this project.
- Sewer line and manhole installation is completed and the roads have been repaved.

- Shell of the Recreation Building was completed March, 2010.
- The roof truss fastening to the steel plates is completed.
- **The installation of the metal roof is ready to begin.**
- **The installation of the studs for the interior partitions will start 4/19/10.**

Miami Carol City Park Sports Lighting: *Planning 100%,* ***Design Phase 70% - Anthony Smith***

- Replacement of existing Sports Lighting for baseball and football fields identified in Federal Energy Block Grant. CIP developed cost estimate and schedule for light fixture replacement.
- Miami Garden's staff met with Musco Sports Lighting at the park to review scope and schedule on 2/02/10. Cost proposal received from Musco on 2/05/10.
- Light replacement cost proposal approved during the City Council Meeting on 2/24/10.
- The Musco contract was signed and returned to the City.
- **Construction Drawings (CD's) have been approved by CMG staff.**
- **The MG Building Department has reviewed the CD's & Musco's response to the comments is pending.**

Generator Installation at various Parks: Bidding 100% complete – Anthony Smith

- Developing scope for the installation of transfer switch for emergency generators at several Parks.
- Projects advertised for bid on 1/20/10.
- Pre-bid and site visit with contractors held on 1/27/10.
- Bid opening for electrical work for transfer switches for portable generators held on 2/11/10.
- **The Purchase Order has been issued. Construction Kick-off Meeting was held on 3/30/10.**

A.J. King Park Playground Replacement: Planning Phase 25% – Brandan DeCaro

- New playground proposal received for SNP Grant application.
- V. Nelson and B. DeCaro attended the Safe Neighborhood Parks (SNP) Oversight Committee Meeting on 1/29/10 and received approval for funding for the new playground installation.
- **Project planning and scheduled has been coordinated with Parks Department. Schedule to be developed by CIP. CIP will prepare Agenda Item for SNP Grant Contract for matching funds to be presented to Council during 5/12/10 Council Meeting.**

Brentwood Park Sports Lighting Football Field: Planning Phase 25% - B. DeCaro / Jimmie Allen

- **CIP & Parks Staff met with Electrical Engineer & representatives from Musco Lighting at Park on 4/14/10 to discuss the proposed project. Engineer determined there is enough existing electrical power for Musco light fixtures for football field & future basketball courts.**

- **CIP will layout Site Plan to coordinate location of football field, new light poles, future basketball courts & all future components indicated on the Master Plan.**
- **Musco will design fixtures & provide proposal for electrical design as soon as the Site Plan is distributed. The Musco proposal will be presented to the City Council for approval.**

BUILDING AND CODE ENFORCEMENT (Sharon Ragoonan)

BUILDING SERVICES (Shellie Ransom)

REVENUES:

Building Permits	$ 253,391.82
Certificate of Occupancies (CO)	$ 289.37
40 Year Recertification	$ 1,500.00
TOTAL	**$ 255,181.19**

EXPENDITURES:

Salaries & Wages	$ 99,829.73
Personnel Benefits	$ 29,742.53
Contract Services	$ 2,730.00
(Professional Services)	
Operating Expenditures/Expenses	$ 245.22
(Travel & Per Diem; Postage & Freight Utilities; Rentals & Leases, etc.)	
Operating Expenditures/Expenses	$ 1,762.94
(Supplies; Other Operating Expenses; Uniforms; Books; Education & Training, etc.)	
Capital Outlay	0.00
Other Uses	$74,522.67
TOTAL	**$ 208,833.09**

PERMIT APPLICATIONS SUBMITTED:

Building	258
Certificate of Occupancies	19
Demolition	9
Electrical	109
MDC Permit Closures	6
Mechanical	58
Plumbing	47
Zoning	12
TOTAL	**518**

INSPECTIONS PERFORMED:

CITY STAFF	
Building	606
Electrical	174
Mechanical	53
Plumbing	251
PROFESSIONAL SERVICES	
Electrical	149
Plumbing	0
TOTAL	**1,233**

UNSAFE STRUCTURES CASES:

Issued	0
Board Hearing	0
TOTAL	**0**

MONTHLY REPORT TO CENSUS BUREAU FOR NEW CONSTRUCTION:

Commercial Permits	**0**
Total – Construction Value	**$ 0.00**
Residential Permits	**1**
Total – Construction Value	**$ 576,000.00**

MAJOR PROJECTS:

1. Taurus Project: inspections performed on a timely basis
2. D R Horton Coconut Cay: plans, permits and inspections performed on a timely basis.
3. Cornerstone Group: Legacy Pointe master model plans for 6-, 8-, & 10-unit townhomes underwent their initial plan review.
4. EDEN Overhaul in progress

CODE ENFORCEMENT (Roderick Potter)

- Conducted the monthly management field zone review.
- Attended the Mt. Zion Walk for Peace Social Action Committee meeting.
- Department Management staff attended the New World Systems seminar.
- Code Compliance licensing department conducted a landlord permit workshop.
- Code Compliance Supervisor and area Officer attended the Rolling Oaks Norwood Neighborhood crime watch meeting.

- Hosted a Special Event meeting for the 'Junk in the Trunk' rummage sale.
- Hosted a Special Event meeting for the 'Center for Family Enrichment Walkathon'.
- Attended a meeting with Miami Dade County Solid Waste representatives to discuss the issue of jurisdiction.
- Code Compliance Supervisor and area Officer attended the Venetian Gardens Neighborhood crime watch meeting.
- License & Housing Enforcement Manager and the Sr. Clerk attended the Commission for Women (Phenomenal women) meeting.
- Conducted the monthly Housing Division meeting.
- Hosted a Special Event meeting for the 'Victoria Mutual Building Society'.
- Hosted a Special Event meeting for Councilwoman Watson's June Special Event BBQ cook-off.
- Participated in the Tyler Technologies business review practices session for Eden.
- Conducted the monthly vehicle inspections.
- Held a celebration for the License & Housing Enforcement Manager for receiving her MPS.
- Participated in the employee census solidarity green shirt day.
- Attended the Nuisance Abatement Board Hearing.
- Held a Code Compliance creative visioning staff meeting.
- All CEO's attended the Gold Coast Association of Code Enforcement (GCACE) network and training.
- Conducted monthly general staff meeting and weekly management staff meeting
- Conducted divisional customer service training, 1st session.
- Conducted divisional customer service training with Sunlife Stadium Representatives.

Code Statistics:

CODE Stats:	Dec 09	Jan 10	Feb 10	Mar 10
Business Tax Receipt Inspections	49	64	55	79
Certificate of Use Inspections	49	62	55	79
Landlord Permit Inspections	11	7	74	464
Warning Notices Issued	217	325	438	364
Civil Violation Notices Issued	129	221	128	188
Re-Inspections	305	396	501	598
Special Master Hearings	11	28	23	17
Massey Hearings	26	50	42	73
Lien ~~Reduction~~ Amnesty Request Hearings	10	6	9	9
Extension Requests	31	36	37	50
Complaints Received	90	134	170	193
Proactive Cases	184	301	257	387
Cases Closed Within 30 Days	102	111	171	170
Cases Closed Within 60 Days	15	12	11	14
Cases Closed Within 90 Days	2	13	31	14
Special Operations-Code	2	34	9	4
Special Events	2	5	4	2
Illegal Signs Removed	566	517	707	839
Phone Calls Received by CEOs	213	229	333	359
Parking Tickets Issued	7	34	34	25
Lien Searches	136	109	129	144
Joint Operations-MGPD	0	14	4	0
PD Requests for CE	9	21	22	18
Storm water Postings	0	0	0	0
Abandoned Vehicles - Tagged	10	32	31	35
Abandoned Vehicles - Towed	0	6	4	7

Licensing Stats	Dec 09	Jan 09	Feb 10	Mar 10
New Business Tax Receipts	31	40	66	100
New Certificates of Use	28	29	46	49
New Alarm Permit Accounts	61	61	38	52
New Landlord Permit Accounts	6	54	8	7
Business Tax Receipts Issued	183	139	208	188
Certificates of Use Issued	159	132	158	169
Alarm Permits Issued	413	108	33	21
Landlord Permits Issued	2	1	33	307

Housing Stats	Dec 09	Jan 10	Feb 10	Mar 10
Re-occupancy Inspections	47	51	45	47
Re-occupancy Certificates issued	45	50	43	55
Administrative Foreclosure Inspections	4	0	8	15

Note: All totals are from beginning to end of month.

SCHOOL CROSSING GUARDS (SGC) (Cherise Alicia)

Tasks Completed:

- **Attended 2010 LifeSavers Conference-** Lifesavers is the premier national highway safety meeting in the United States dedicated to reducing the tragic toll of deaths and injuries on our nation's roadways. The conference addresses a wide range of safety topics, from child passenger safety and occupant protection to roadway and vehicle safety and technology. It offers the latest information on advances in highway safety, highlights successful programs and draws attention to emerging safety issues.

Tasks:

- **Community Safety Fair-** May 15, 2010 from 11:00am-2:00pm

Meetings Attended:

- Departmental mtg. w/DCM Renee Farmer
- Director's Mtg.- 03/15/10
- Agenda Review/ Staff Meeting – 04/08/10
- CTST Meeting- 04/05/10

Meetings scheduled:

- CTST Coalition Meeting – May 3, 2010
- State Farm Meeting- April 21, 2010

Misc:

Friday, March 19, 2010- Family Car Seat/Seat Belt Safety Class- a special presentation where families learn how to protect themselves and their families while riding in motor vehicles.

Saturday, March 20, 2010- Car Seat Check-up Event- was held in front of City Hall. Parents and Caregivers including those that attended the Family Safety class

came out to have their car seats inspected. Those in need were provided car seats. Assisted **26 Families were assisted, 23 car seats were issued.**

Employee Incident Reports:

- **Total:** 0

Terminations: 1 Resignations: 2 New Hires: 0

ASSISTANT CITY MANAGER (Vernita Nelson)

- Media & Events Division – Fifth Annual Jazz in the Gardens music festival was held on March 20th – 21st, with headline artists such as Mary J. Blige and John Legend. 45,000 people were in attendance; Working with staff to establish new producer and sponsorship coordinator contracts for 2011 event.

- Capital Improvement Projects Department – Continue to assist with capital improvement projects (i.e. Miami Gardens Community Center Phase 1 and 2); leading the efforts to navigate through the county's grant processes to move our capital projects (funding) forward.

- Miami Gardens / Opa Locka Youth Violence Initiative – Project Director Rachel TaalibDeen formulated a new partnership with Peace Tea, a California-based beverage company that promotes peace and will donate product for upcoming Coalition events; 47 youth and 29 adults were serviced; Coalition monthly meeting held on April 13th.

- Public Works Department – Assisted in preparation of agenda items; Participated in discussions with Webb Commercial Realty in reference to maintenance of the arch located on 12 Ave and 167 Street; Participated in "Our Promise" meeting with staff

- Weekly Department/Division Meetings

- City Manager's Office – Oversight of the Employee of the Month Program; Assisting with budget preparation.

- Facilities – Phase 1 of Signage Plan for city hall is 90% complete. Stenciling updated on all main office doors, secondary doors will be completed within the next week.

- Progressive Young Adults Committee – Members are assisting staff with the Census 2010 "Be Counted" public awareness campaign. Committee meetings are held every 3rd Sunday of the month.

Additional Meetings:

- 3/15 – Director's Meeting
- 3/17 – Commission on Women – Women's History Month Presentation

- 3/19 – Women's Impact Luncheon
- 3/23 – Meeting with IT and Tyler Communication ref: EDEN Upgrades
- 3/26 -- Employee Census Solidarity - Green Shirt Day!
- 4/1 – Orange Bowl Committee
- 4/3 – Census Presentation to members of Delta Sigma Theta Sorority, Inc.
- 4/5 – FY11 Budget Kick-Off Meeting
- 4/9 – Jazz in the Gardens 2010 Wrap Up meeting
- 4/12 – Directors' Meeting
- 4/13 -- Youth Violence Prevention Coalition Committee Meeting
- 4/14 – Council Meeting; MGPD Award Ceremony
- 4/15 – Aventura marketing Council Breakfast Meeting

COMMUNITY OUTREACH (Lillie Q. Odom)

- Coordinating a paint project for a citizen's wall on NW 175 Street as referred by Code Compliance. Partners are: Ms. Brice, from Parkway Middle School and Rachel TaalibDeen, Project Director for Youth Violence Prevention at Miami Gardens. The project start date is scheduled for; May 17 thru May 21, 2010.

- Coordinating a Historical Event city-wide; by utilizing the participation of the residents, organizations and business in the city to share their historical story of the city. Scheduled for May 20, 2010, to be held in the council chambers: 6:30 - 8:30 pm.

- Assisting with the AARP Senior Community Service Employment Program.

Community and Committee Meetings attended

- March18, 2010 - Attended the War on Poverty Committee meeting held at Code North Center.

- March 19, 2010 –Attended the Committee meeting and Fund Raising Event for the American Cancer Society.

- March 24, 2010 – Accompanied Council Bratton to the Historical Museum of Southern Florida in Miami to a Breakfast meeting to acquire information on; How to Archive and set up a Historical Museum; Dr. Joanne Hyppolite, Chief Curator was very informative, on this subject matter.

- March 24, 2010 – Had a meeting in reference to a paint project for a citizen's wall on NW 175 Street with Mrs. Brice, from Parkway Middle School and Rachel TaalibDeen, Project Director for Youth Violence Prevention at Miami Gardens. The family's wall was presented to this office from the Code Compliance Department.

- March 26 2010- Participated in the Miami Gardens Census day Event, held by the Census Team.

- *March 29, 2010 – Attended the weekly committee meeting for the American Cancer Society.*

- *March 30 – April 1, 2010 – Assisted the Miami Gardens Census Team by distributing signs to the local churches and community organizations.*

- April 6, 2010- Attended the War on Poverty workshop, held at Florida Memorial University.

- April 8, 2010 – Attended bi-weekly Outreach meeting with Assistant city manager.

- April 9, 2010 – Attended a committee fund raiser meeting for the American Cancer Society.

- April 13, 2010 – Attended the; monthly meeting of the Youth Violence committee meeting; held at Clover leaf Park Building. There will be a campaign against alcohol; planned for April 20, 2010 to be held in the city council chambers.

MEDIA AND SPECIAL EVENTS Coordinator (Ula Zucker)

- Completed the April issue of the Community Newspaper. The May issue is available online at www.communitynewspapers.com. At present we are working on the May issue.

- The Miami Gardens Census team, comprised of Jay Marder, Antranette Pierre and Ula Zucker, is working diligently to get the City of Miami Gardens counted in the 2010 Census. The team has been meeting regularly to plan various unique ways of promoting Census to hard-to-count communities located in Miami Gardens. Jay Marder can provide a complete report of past, present and upcoming activities in detail. Jay has been very diligent in keeping everyone updated with the daily current count. As a team we are planning a final promotional event to help count hard- to-count populations in our area.

- The 5th annual Jazz in the Gardens took place on the weekend of March 20-21st 2010. Artists who performed included Mary J. Blige, Robin Thicke, John Legend, Joe Sample, K-Jon, Tina Marie, Melanie Fiona, Cassandra Wilson, David Sandborn and Boyz II Men. Ticket sales have exceeded last year's sales moving up from 36,000 to 45,000 in ticket sales this year. Over 62 food and merchandise vendors participated in total, selling the best variety of food and merchandise. The golf tournament and the sponsor soiree were equally as successful. On the financial front, the event generated revenue and those numbers will be reflected on the next report. For more information visit www.jazzinthegardens.com.

- We have been working on the 2011 Jazz in the Gardens production contract and the sponsorship management contract. These will be finalized and executed on May 1st, 2010.

- Staff has been assisting Miss Abigail Williams, Miss Miami Gardens, with her Miss Florida competition preparations. Planning includes all the essential paperwork necessary to enter the competition, along with scheduling, fundraising and community awareness. She recently held a fundraiser at her local church to raise money and will be visiting Miami Gardens businesses to fundraise for the competition. For more information about Miss Miami Gardens, visit www.missmiamigardens.com.

- The Mayor's State of the City Address is schedule to take place Thursday, May 13th, 2010, from 10a.m. to 12p.m. at the Low Rawls Performing Arts Theater located on the Florida Memorial University Campus. This year the event will be hosted as an early morning/afternoon affair, making it more convenient for local businesses to partake in this event. Invitations are being mailed out to local businesses and dignitaries. This event is open to the public. An advertisement will run in the Miami Herald for two consecutive Sundays leading up to the event. It will also be featured in the Miami Times. This invite will also be sent via E-blast.

- The 6th Annual Memorial Day Breakfast hosted by Councilman Melvin Bratton, will be held at the Smith Conference Center located on the Florida Memorial University Campus on Memorial Day, Monday, May 31st, 2010. The invitations will be printed by April 26th and will be ready to be mailed out immediately. Advertisements for this event will be featured in the Miami Herald and Miami Times.

- Several City staff members met with the Orange Bowl Committee to discuss potential opportunities where the City may become a sponsor at the 2011 Orange Bowl pre-game. This has been an ongoing conversation since last year. These meetings have led the City and the Orange Bowl Committee to work together on creating a Business Development plan enabling local businesses, mainly from Miami Gardens, to become choice vendors for this event and have the first opportunity to bid on projects/services.

- NorthStar has presented three creative concepts for the City as part of their contractual commitment to assist us in branding the City. The City will have to review these concepts and choose one of three which best exemplifies the City as it is now, and the community brand it wishes to market in the future to both current community members and visitors. The City Manager currently has these concepts and will decide along with a team of peers which concept best represents the City of Miami Gardens.

- Attended monthly Public Relations Society Association meeting (Gulfstream chapter). Topic of Discussion: Changing roles of Public Relation Professionals and Social Media.

- Attended the Aventura Marketing Council monthly meeting. Guest Speaker was Mike Dee, CEO, Dolphin Stadium. Discussion revolved around the stadium as the host for the 2010 Super Bowl and the economic engine that it was for South Florida. Tourism, Travel, and a number of other areas benefited not only from

Super Bowl, but also from Pro Bowl. South Florida is bidding on Super Bowl 2014 and hopes that once again it will be the host site for this economic powerhouse sporting event.

- Our public relations efforts are ongoing. Please see the Community Outreach Department for press clippings, pictures or items of the sort. We are also placing advertisement and purchasing media for other departments.

PURCHASING (Pam Thompson)

1. Prepared and issued seven bid/RFP:
   Annual Contract Purchase Football Uniforms
   Bunche Park Stormwater Improvement Project
   Re-issue Emergency Advisory Radio
   Home Rehabilitation 18801 & 18811 NW 43rd Avenue
   NW 12TH Avenue/NW 174TH Street Drainage Improvements
   Home Rehabilitation 1301 NW 190th Street
   Home Rehabilitation 17951 NW 6th Place

2. Prepared and issued N/A quotations:

3. Preparing specifications for the following:
   Annual Contract for Storm Drain & Canal Maintenance
   Installation of Security System – City Hall
   Annual Contract Purchase Plants & Trees
   Annual Contract Lot Clearing
   Purchase & Delivery of Gymnasium & Track & Field Equipment
   Purchase & Delivery of Football Field Equipment
   Demolition Services – Mt. Hermon Church, 2245 West Bunche Park Dr.

4. Issued 118 Purchase Orders

5. Continue to maintain Fixed Assets (ongoing)

6. Continue to order and assist with auditing fuel card program

7. Continue to train and assist City staff on Eden software

8. Continue entering contracts into Contract Management (ongoing)

9. Continue assisting vendors with on-line vendor registration Bids & Quotes – bid vendors (ongoing)

10. Continue to add current contracts to Procurement Web Page

11. Participated in oral panel Financial & Economic Growth Opportunities at Miami-Dade Chamber of Commerce Meeting, March 26, 2010

Purchases $25,000-$50,000			
Date	Vendor	Service/Project	Amount
3/16/10	Stern Bloom Media	JIG	$25,207.00
3/24/10	BEA Architects	N. Dade Optimist Park	$31,134.60
3/31/10	Bejar Construction	NSP 18135 NW 25th Court	$57,180.00
4/9/10	Con-Arch Designers	NSP 3511 NW 208th Terrace	$59,700.00

INFORMATION TECHNOLOGY (Ronald McKenzie)

- Significant Accomplishments
  - After intense and dedicated troubleshooting by Ricardo Castillo, we recovered from a very bad Microsoft upgrade combined with a very bad antivirus update that brought down Microsoft Exchange and our email services. Ricardo worked 40 hours during the weekend of 4/16 through 4/18 to repair the server and the application. He was off, taking a sick day and worked remotely for over 12 hours to coordinate and run the necessary clean up procedures to correct the issue. We were back up before users came to work on Monday 4/19 and the only effect to users was that they could not send out or receive mails over the weekend.

  - Wrote explanation and presented the explanation to the auditor and council to explain findings from auditor on IT issues which need improvement. The two findings were correcting the training deficiencies in EDEN and finding a site to store backup data or a place that we can house our backup data electronically.

  - I devised an idea to provide Computer training to senior citizens and children in the after school program using IT staff from my department. I presented the idea to my staff and to the Parks and Recreation Department. The result has become a 6 week computer learning program that will be held at the Parks on a weekly basis. Currently we have Gardimyr Pierre from IT working with Carl Williams managing and administering the program. This should help to improve education and computer literacy with the residents.

- Performed modifications to Manager Plus for Fleet.

- Conducted conversations with All Department/Division heads to obtain all IT request for 2011 budget.

- Conducted OSSI users group meeting at PD to understand issues from users and begin process of correcting the issues. This meeting will continue to be held on a monthly basis.

- Continued deployment of new replacement laptops for Police Department Officers. The old Motorola laptops are no longer under warranty and have been breaking down at an alarming rate. We have deployed 8 on 3/17/10. Will deploy 15 on 3/19/10 and expect to have 100 laptops deployed by the end of May 2010.

- Continued labeling, scanning and inventorying all IT assets city wide to include PD, CH and Parks. IT created a database for collecting and keeping track of the information. Currently about 75% of all assets at PD has been inventoried. I expect to have all assets scanned and accounted for by the end of May.

- Continued work on new Census website for Miami Gardens. Posted various items and created necessary links to sustain effort of the city. We have been working with Jay Marder and Antranette Pierre to ensure format and information is in agreement with objectives set by CMG.

- Continued work in support of Miami Gardens Community Center project. Installed switching gear, completed cabling, and installed connections from MGCC to both PD and CH, installed servers. Working with Access Limited to connect the security system from MGCC to PD, this should be completed by the end of April. Connected phone connectivity from PD. Installed independent

phone system for MGCC, will be finished with configuration for phone system by the end of April.

- Ran additional wiring and connected cabling for AV system at MGCC. Will be working with them to connect system to the voice system for overhead paging. This is expected to be completed by mid May.

- Working to establish Unified Communications. This in effect is combining phone services with email and video services. The IT Department will be Piloting this new technology in April and May. We expect to begin a pilot with select other users in May.

- Deployed laptops to Code Officers to begin rollout of mobile forces using EDEN from the road.

- Created a Database in Access and special reports in support of the Code Divisions mobile rollout. Now awaiting installation of vehicle mounts, so that the project can be completely implemented.

- Continued employee training for various Microsoft products.

- Created Logo for Corporate Run Team Event.

- Continued to lead efforts for the City in support of the Corporate Run and the Relay for Life. We currently have almost 100 employees participating in some fashion in the Corporate Run. We also have over 20 employees participating in the Relay for Life event. The employees of the city have raised over $1000 in donations for Relay for Life and as a City we have raised over $4000 to support the cause.

- Conducted training sessions for employees in physical fitness and running in support of the Corporate Run and to encourage healthy lifestyle practices.

- Attended 4 evening meetings for Relay for Life at the Miami Gardens Job Corp.

- Coordinated logistics for Corporate Run and relay for life and organized committees to aid in the logistical efforts.

- Conducted another well received and attended class on Laserfiche.

- Continued deploying new AT&T aircards to PD officers. Will continue slow rollout until aircards have been divided into a 50/50 split between AT&T and Verizon.

- Loaded MS server 2008 on two servers. This is to keep us up to date on support and prepare us for rolling the desktops and laptops to Windows 7 by the end of September.

- IT Team continuing their testing of Windows 7, MS Server 2008 and some virtualization products, in preparation of capacity planning and creating a more efficient environment.

- Worked with Tyler Technologies to perform an audit of the CMG EDEN implementation. Tyler performed an audit and delivered a detailed analysis of our system and the necessary training needed to get us right and help us to sustain the system effectively. The results have been submitted to the DCM and the ACMs. We are seeking funding for beginning the process. Tyler is scheduled to start with their first visit during the week of 5/10/10. Their total assessment of weeks training weeks needed is 4 intense weeks.

- Continuing our work on a weekly basis and on weekends with Bldg Department to clean up fee structure and routing for permit processes.

- Continued regular Meetings with CIP, Park and Architects on AV system and Security system for MG Community Center.

- Candidate for Web Master Position did not meet all criteria. Will be posting for the position again within a week.

o Significant Issues

- Incompatible Microsoft update combined with a bad antivirus update lead to major issues on our Microsoft Exchange server that houses email. The upgrades also brought down one of our domain controllers that distribute IP addresses to assets on the network, but it was the backup domain controller so users were not affected. The issue that brought down email resulted in all CH users not being able to send or receive emails from 4/16 through 4/18. Fortunately this occurred on a Friday and we were able to resolve the issue over the weekend due to the extremely hard work by Ricardo Castillo.

- Security system at CH is old and beginning to malfunction more frequently. Our old service provider Segutronics is no longer in the business of providing maintenance on the system. IT is looking into finding another maintenance provider to maintain the system until we can afford to get a better one.

- Data storage nearing capacity. In process of obtaining specs to bid out a capacity solution. Sent out emails to users telling them to move unnecessary items from the Share Drive or they would be moved to offline storage and removed from the server.

- Due to various meetings being held in the evening, my overtime budget is being taxed at a quicker rate than originally planned. May have to address different hours for IT staff in order to continue the service levels needed for support.

o Schedule Status

- Working with AIP LLC to come up with an RFQ for virtualization and storage capacity.

- Working with Procurement to find an offsite vendor for storing backup tapes and comply with finding from auditor on IT issues.

o Travel Activity

- Mario scheduled to attend MCITP – Technician training in June.
- Sylvia scheduled to attend MCIPT – Technician training in June.
- Chas currently attending INAAU (Avaya Users Group) Conference.
- Tristan currently attending MS Windows 7 training.
- Ron attending CCIO Module 4 session.
- Gardimyr and Paul scheduled to attend OSSI training in June.
- Ron and Ricardo scheduled to attend FLGISA annual conference in July.

PUBLIC WORKS DEPARTMENT (TOM RUIZ, DIRECTOR)

1. Staff continues to clean and maintain bus bench areas throughout the City. We have not had many problems lately with graffiti. One of our main issues is shopping carts around town, which we will pick up.

2. Staff continues to mow public right-of-ways to ensure that the roadways are aesthetically pleasing. We are also spraying curbing and paved medians for weed control. The many trees that have been planted since last month have grown in even more. It gives our City a more cared for appearance.

3. Two streets crews continue to repair sidewalks throughout the City. This is a great task and the guys are doing an exceptional job. We are not only repairing sidewalks but also roadways, edge of roads, potholes and sinkholes to insure the safety of our residents, those who are visiting or just passing through.

4. Staff continues to trim and prune trees citywide, especially during the upcoming hurricane season. This also gives residents an added security.

5. We continue cleaning drains around the City. We have both combination vacuum trucks on the road battling debris and sedimentation within our storm systems. Flooding has decreased in those areas.

6. Solo Construction Corporation continues to work on the construction of the “Neighborhood Improvements-Kings Garden I & II”. The construction of drainage,

paving, sidewalk, curbing landscaping has been completed. The contractor will be finishing the stripping and installation of signs by April 23, 2010.

7. The City of Miami Gardens Council approved a budget of $371,207 in America and Reinvestment Act of 2009(Recovery Act) Community Development Block Grant funds in May 27, 2009. The budget included $128,405.00 to fund drainage improvements in the Bunche Park Neighborhood Revitalization Area that Public Works will carry out. This project will cover NW 161Street from NW 26 Avenue to West Bunche Park DR and NW 162 Street from NW 26 Avenue to NW 162 Street Road. On March 3, 2010 the project was advertised for bid and is scheduled to be opened on April 22, 2010.

8. The construction of Project C (LAP Roadway Improvements ARRA) started on April 12, 2010. The project consists on installation of new 8 feet wide sidewalk in front of Community Center along NW 199 Street, replacing damaged sidewalk and ADA ramps on NW 191 Street and 199 Street from NW 27 Ave to NW 47 Ave and milling, resurfacing and stripping on NW 191 Street from NW 27 Avenue to NW 37 Avenue.

9. Tran Construction completed 1067 LF (Approx. 214 flags) of sidewalk replacement as part of the Capital Improvement Project in the Scott Lake area between NW 175th Terrace and NW 170th Terrace from NW 12th Avenue to NW 17th Avenue. The sidewalk replacement project will continue in the area between NW 183rd Street and NW 178th Street from NW 47th Avenue to NW 42nd Avenue.

10. The City of Miami Gardens received $100,000 from the Florida Department of Environmental Protection for drainage improvements. The project will cover the north and west side of Scott Lake Elementary School located at the intersection of NW 175 Street & NW 12 Avenue. On April 5, 2010 the project was advertised for bid and is scheduled to be opened on April 26, 2010.

11. Public Works issued 31 permits of which 16 for driveways, 14 for utilities and 1 for paving and drainage.

12. Update on the Miami Gardens Drive Landscaping Project - 2nd phase (Project is between NW 27 Avenue and NW 47 Avenue on NW 183 Street): Staff met with Calvin, Giordano and Associates to go over some of the comments from FDOT. Staff also was informed that additional information was sent to WASD and DERM for their review. Staff contacted procurement department to inform them that Calvin Giordano and Associates would like to start working with them on bid documents.

13. Staff attended the CTST (Community Traffic Safety Committee) on April 5, 2010

14. The NW 7 Avenue Road Improvement Project Plans are in the process of getting completed due to the County delay. The tentative start date is late July or beginning of August.

15. Staff completed GIS inventory for all the secondary canals within the City.

16. Staff attended the South Florida Water Management District Water Conservation Expo on March 16, 2010.

17. Staff attended the Local Mitigation Strategy meeting on April 17, 2010.

18. On March 19, 2010, staff attended the Municipal Quarterly meeting with Miami Dade County Emergency Management.

19. Staff attended the Budget Kick-off meeting on April 5, 2010.

KEEP MIAMI GARDENS BEAUTIFUL

Grants
- Submitted tree planting grant for $10,000 to FDOACS
- Submitting application to Dade County's Beautification Board for $100,000 (183rd street landscape project)

Earth Day 2010
- April 21st
- Volunteer planting with Parks Department

Energy Efficient In Class Initiative
- City is working on an in class project with local school. The goal of the program is to do hands on research with the students to study the impact of energy efficient products. This is a part of the Fairchild Tropical Botanical Garden Challenge.

UCF Grant – Forest Health Initiative
- Awarded $18,000

Spring Beautification Award
- Submission being reviewed by Board Members

Earth Day Art contest
- Working with city's Storm Water division to outreach to local schools.
- With the help of the IT Dept. we have secured laptops, HD cam cord and other electronic devices for winners of competition.
- Entries are being submitted

Landscape Maintenance
- Each month approximately 100 tress will be installed along residential communities.
- Getting quotes to have 15 donated royal palms removed from tree farm, delivered and installed in city's right of way.

Community Beautification projects

- Ongoing
- 2 major community projects completed this month

Great American Cleanup
- recruiting volunteers and sponsors

3CMA Award program
- Currently putting the city's application packet together

City's Community Beautification Grant
- Awarded applicant will be notified this month

ASSISTANT CITY MANAGER (Daniel Rosemond)

- **Land Development Regulations-** I am pleased to report that at the April 7, 2010 Zoning Meeting, Council approved the adoption of the City's first Zoning Code Document. The adoption of this document has been a long time in the making, having experienced several delays in the process. As part of the adoption, there were several stakeholders who expressed opposition to the requirements by property owners. Council directed staff to review all such concerns and return with staff recommendations at the July Zoning meeting.

- **Miami Gardens Community Center** (opening date) - There has been much anticipation regarding the Center's opening date. Unfortunately, there are two basic hurdles that are delaying the opening:

  - obtaining final Certificate of Occupancy (FPL & WASA issues)
  - obtaining signed $3M contract for furniture, fixture, & equipment from Miami Dade County.

  Based on both of these issues, staff is not anticipating an opening of the CC any earlier than July of this year. However, because there is much anticipation of the Center and its programming, Staff will be hosting a town hall meeting to entertain programming ideas from the residents.

- **Strategic Performance Scorecard**- A performance scorecard instrument has been implemented and distributed to all Department Directors. This is the document that will govern our organizational progress toward achieving the strategic objectives outlined in the 5-Year Plan. A copy of this document will be available on the City's website.

- **CMGYS (City of Miami Gardens Youth Sports)**- Open registration has begun for youth football and cheerleading. Staff is planning on having meetings with the parents of program participants to outline the code of conduct that will be enforced during all games. This includes parking enforcement, vending, and other activities that are not conducive to wholesome youth sports.

- **Mount Herman property (Alonzo Mourning Charities)** – As an update on this item, we have been advised by AMC that they are committing to $16k toward the cost of demolition of the property. By demolishing the building, the City will be able to use the land as temporary overflow parking for Bunche Park. It is understood that the construction of the proposed Alonzo Mourning Youth Center will require that the existing building be demolished anyway. Staff is in the process of fine tuning the scope of work and determining the overall cost.

- **Bunche Park Paint Program**- This program consists of the exterior painting of residential properties in the designated Neighborhood Revitalization Strategy Area (NRSA). Staff targeted properties that had received code violations for exterior painting. To date, there have been approximately 12 homeowners that receive the $10k grant that will go toward getting their homes painted.

- **Energy Efficiency Retrofit –** This is a 3 phase program, with the first phase consisting of energy efficient insulation in residences. Staff put out flyers for the first phase and has received several applications for participation in the program. Each insulation replacement project is averaging less than $1k per property but the new insulation is expected to reduce energy consumption by as much as 30%.

- **NSP & HPRP Program Monitoring –** The City of Miami Gardens was selected for monitoring by HUD on both the Neighborhood Stabilization Program and the Homelessness Prevention and Rapid Re-housing Program. Under NSP, the rationale for our monitoring comes as a result of the high level of expenditure to date. Under the HPRP, the City was selected because of the fact that it has not received this type of funding in the past. In both of the monitoring(s) (which were done simultaneously and took about 4 days), there were no findings.

Participated in the following meetings:

- Project MPACT-Chairperson & E.D. (regarding City as possible fiscal agent)
- Office of Inspector General-re: NSP Investigation
- Fannie Mae Mortgage Help Center-Center's Grand Opening
- Housing Finance Authority Board Meeting
- Pompano Beach CRA-site visit
- CRA Workshop-with City Council
- John Dixon, Metro Miami Action Plan-re: North Dade Stimulus Initiative
- Affordable Housing Advisory Committee
- Marc Seagrave, Florida City Gas-re: possible program for Vista Verde residents
- Isla Bella Home Owner's Association

REREATION DEPARTMENT (Kara Petty, Director)

Recreation Division

Shining Stars After-School: The children are engaged in various activities such as homework assistance, arts & crafts, creative indoor and outdoor activities, chess,

etc. In addition, certified teachers improve their reading, math and science skills. This month they participated in a inter-park kickball tournament.

- Bennett M. Lifter Park: sixteen (16) participants
- Brentwood Park: thirty-eight (38) participants
- Myrtle Grove Park: seventeen (17) participants
- Rolling Oaks Park: forty (40) participants
- A.J. King Park: thirty-seven (37) participants
- Buccaneer Park: thirteen (13) participants
- Miami Carol City Park: thirty-one (31) participants
- Vista Verde Park: eleven (11) participants
- Bunche Park: fourteen (14) participants
- Norwood Park: thirty-nine (39) participants
- Scott Park: forty-two (42) participants

Kids' Day Off Program:

March 1: Kids participated in a field day at Brentwood Pool

April 5: Participants engaged in various recreation activities which occurred at all Shining Stars After-School locations. First sports/Afterschool cycle (kickball) was a success!

Spring Break Program:

March 29-April 2: There were 160 campers in attendance. Spring Camp activities were offered at various parks. The program entailed field trips, special guest, spring arts and craft projects, recreation activities, etc. Also lunch and snack was offered daily. Furthermore, this year we encountered increase of attendance participation during spring camp.

- Brentwood Park: 45
- Bunche Park: 9
- Myrtle Grove Park: 28
- Norwood Park: 35
- Rolling Oaks: 40
- Vista Verde: 11

Seniors Program:

- Brentwood Park: 50
- Buccaneer Park: 109
- Bunche Park: 36
- Cloverleaf Park: 47
- Rolling Oaks Park: 65

March 19: A guest speaker was scheduled to present "Senior Banking."

March 22: Liz Wells did a presentation on Health for Brentwood. Deborah Scott conducted a presentation on citizen participation meetings for Brentwood.

March 26: The Seniors Program participated in a garden tour at Fairchild Tropical Garden, 164 seniors reserved, 125 attended.

April 6: The Seniors watched "Why Did I Get Married 2" at Sunrise Cinemas, 150 seniors reserved, 90 attended.

April 7: A guest speaker was scheduled to present "Fitness."

A.J. King Park

- There is line dancing taking place on Wednesday, Thursday and Friday nights from 6:30pm until 8:00pm.
- Every Tuesday and Thursday morning from 9-10:30am, participants are engaged in Chair Yoga promoting exercise and health. We had 9 participants in attendance this month.

Bennett M. Lifter Park

- The dance class continues with 3 participants in the ballet class and 3 in the hip hop class.
- Line dance continues on Tuesday and Thursday with 15 participants
- Dance classes end April 24, 2010

Buccaneer Park

- On Saturday and Thursday mornings from 9:00-10:30am, seniors get fit in line dancing.
- Monday through Thursday from 6:30-7:30am the seniors exercise around the park.
- On Monday evenings adult tennis lessons are offered to the residents.
- On Wednesday mornings from 9:00am-12:00pm, the seniors engage in exercising and arts and crafts.

Bunche Park

- Bunche Park Optimist has baseball practice Monday-Thursday.

Cloverleaf Park

- Line dance class is being held on Monday, Thursday, and Fridays.

Miami Carol City Park

- Walkers exercise around the park starting at 6:00a.m.
- Miami Carol City High school girls' softball team practice throughout the week from 3:30-5:30pm. Games are also played on the field.

Norwood Park

- Norland Senior High Girls Softball team is practicing and having games.

Rolling Oaks Park

- The department is currently planning a computer literacy class for seniors.

Scott Park

- Scott Park has daily walkers in the morning and evenings Monday thru Friday.
- Scott Lake Optimist has begun track practice Monday – Thursday.
- Carol City Sr. High Boys Baseball team is practicing and having games.

Vista Verde Park

- The teens are provided workshops once a week pertaining to life skills, peer pressures, violence, etc. Also, the teens have an opportunity to join Vista's book club.
- Vista is a part of 4H which children ages 5-12 participates in the program activities and teens 13-17 to receive community service hours.

Future Men of Miami Gardens (Mentoring Program)

- This month was the start of the Mentoring Program for boys ages 11-15. We had 15 kids in attendance with 11 Mentors. In this program we offer workshops, and fieldtrips that relate to the workshops during this 10 week program. The mentee also enjoys activities such as; football, basketball, softball, fishing, and working on their own music CD.
- The FMMG had fieldtrips to Sparez Bowling Lane, F.I.U. Ropes courses, and Extreme Go Karting.

Recreation Highlights

- First sports/Afterschool cycle (kickball) was a success! The next cycle will be flag football
- March 18th Brentwood Goldies (seniors) name was placed on a display board representing Census, advising the people to stand up and be heard. It is placed on the Park grounds.
- March 18th Councilman Oliver Gilbert's second annual Bid Whist Tournament took place at Calder Casino and Race Course. There was over forty participants in attendance that fellowshipped while they enjoyed the game of Bid Whist, giveaways and a catered lunch. In light of the tournament, Mayor Shirley Gibson spoke about to the importance of teaching youth how to engage in card games without violence.

Teens Program

Teens Program *Expanding Horizons* has 35 kids registered and there is an average of 15 kids in attendance. A meet and greet for the parents took place on Friday, April 9, 2010. The Teens enjoy daily indoor/outdoor activities, chess, and a variety of field trips.

Athletics

- **Sports Development:** Participants ages 5 -11 are taught the fundamentals of sports through fun drills and classroom time. Parents are heavily involved and there are four different cycles throughout the school year: tee-ball, soccer, basketball, and football. Touchdown Football Club at Scott Park: 35 participants

- **Tennis:** Tennis is currently being offered in our After School program as well as a Saturday Tennis Program for kids ages 5-12 at Buccaneer Park. The program is run by an experienced and former college tennis player. Kids learn the fundamentals of strokes, techniques, and rules of tennis. We currently have 13 participants. In addition, there are currently 5 participants enrolled in our adult tennis program. The program runs Monday and Thursday evenings from 6:30pm-7:30pm at Buccaneer Park.

- **Walking Club:** The Walking Club currently has 46 members and we are meeting monthly.

- **State Representative Oscar Braynon Youth Basketball Invitational:** The tournament was held at Miami Carol City Senior High School on April 2nd and April 3rd. It consisted of twelve teams in the City of Miami Gardens and the surrounding cities.

JANITORIAL AND LANDSCAPING

A J King Park
- 2x Grass cut & detailed grounds
- 1x Pulled weeds
- 1x Trimmed/Pruned Hedges
- 1x Trimmed 3 trees
- 2x Premises blown

Andover Park
- 15 Janitorial visits to clean up park site
- 2x Herbicide
- 15 Trash removal

Bennett M. Lifter Park
- 14 Janitorial visits to clean up park site
- 1x Grass cut & detailed grounds
- 1x Trimmed/Pruned Hedges
- 1x Premises blown
- 3x Water 3 palm trees
- 14 Trash removal

Brentwood Park & Pool
- 22 (park) & 22 (pool) Janitorial visits to clean up park site
- 1x Grass cut & detailed grounds (pool)
- 3x Grass cut & detailed grounds (park)
- 1x Herbicide (pool)
- 1x Trimmed/Pruned Hedges
- 2x Premises blown
- 1x (park) 2x (pool) Premises blown
- 22 (park) & 22 (pool) Trash removal

Buccaneer Park
- 22 Janitorial visits to clean up park site
- 1x Grass cut & detailed grounds
- 1x Pruned & water trees
- 3x Trimmed/Pruned Hedges
- 1x Premises blown
- 22 Trash removal

Bunche Park & Pool
- 3x Grass cut & detailed grounds (park)
- 1x Pruned trees (pool)
- 2x Herbicide (park) 2x Herbicide (pool)

Cloverleaf Park
- 15 Janitorial visits to clean up park site
- 1x Grass cut & detailed grounds
- 2x Herbicide
- 15 Trash removal

Jordan's Landing
- 1x Grass cut & detailed grounds
- 1x Trimmed hedges
- 1x Premises blown

Miami Gardens Community Center
- 19 Janitorial visit to clean up site
- 1x Grass cut & detailed grounds
- 1x Premises blown
- 19 Trash removal

Miami Carol City Park
- 22 Janitorial visits to clean up park site
- 3x Grass cut & detailed grounds
- 1x Seed centerfield
- 1x Trimmed hedges
- 2x Dragged field
- 2x Herbicide
- 2x Premises blown
- 2x Water field
- 22 Trash removal

Mt. Herman Church
- 1x Prune fence line

North Dade Optimist Park
- 15 Janitorial visits to clean up park site
- 15 Trash removal

Norwood Park and Pool
- 16 (park) 16 (pool) Janitorial visits to clean up site
- 16 (park) 16 (pool) Trash removal

Rolling Oaks Park
- 16 Janitorial visits to clean up park site
- 16 Trash removal

Scott Park
- 3x Grass cut & detailed grounds
- 1x Herbicide
- 1x Trimmed hedges
- 1x Placed mulch near fence (softball field)
- 1x Seeded area
- 1x Prep seeded area

Vista Verde Park
- 22 Janitorial visits to clean up park site
- 1x Premises blown
- 22 Trash removal

183rd/ 12th Avenue
- 1x Grass cut & detailed grounds

- All park irrigation systems checked and repaired
- Removed debris from all parks
- Spot sprayed all park sidewalks

TRADES

A.J. King Park
- 3/22 Reset timer on lights

Andover Park
- 3/22 Reset timer on lights
- 3/22 Replace the butterfly gardens light cover plate

Bennett M. Lifter Park
- 3/23 Reset timer on lights

Brentwood Park and Pool
- 3/23 Reset timer on lights (park)
- 3/23 Remove the garbage can (park)
- 3/24 Janitorial Supplies (pool)
- 3/29 Turned on the back flow preventer

Buccaneer Park
- 3/23 Reset timer on lights
- 3/23 Rebuilt toilet valves (no water in restrooms)

Bunche Park
- 3/23 Reset timer on lights

Cloverleaf Park
- 3/22 Reset timer on lights

Myrtle Grove Park & Pool
- 3/22 Reset timer on lights (park)

Norwood Pool
- 3/22 Reset timer on lights

Rolling Oaks Park
- 3/24 Janitorial Supplies
- 4/1 Repaired the toilets in the restroom

Recreation Trainings

- **March 16th**: Staff attended an Eden training given by Procurement.

Baseball/Softball field maintenance: Recreation staff attended two trainings on proper field maintenance.

- **April 2**: Staff attended a Data Tracker training
- **April 8**: Recreation staff attended a CPR/AED training

Meetings

March 15: Director's Meeting
March 16: Parks bi-weekly
March 16: Playground improvements
March 17: Miami Gardens Community Center
March 17: Management Team
March 18: Council Agenda Review
March 18: Capital Improvements
March 22: Miami Gardens Community Center
March 22: Miami Grays
March 24: Management Team
April 7: Management Team
April 12: Director's Meeting
April 12: Norwood Pool Renovation
April 13: Youth Sports
April 13: Power in the Park
April 14: Sports Lighting
April 15: Management Team

Current Projects

- Park Audits: Director has continued park audits to determine efficiency and areas of improvement.

- Satisfaction Rating: Director is analyzing satisfaction survey scores to determine individual program strengths and areas needing improvement.

- Youth Sports: Department continues to evolve the new City of Miami Gardens Youth Sports Program. This includes logistics, marketing, website, info line, etc.

- Miami Gardens Community Center: The Community Center Manager continues to work on gathering all FF&E items, develop the Policy & Procedures Manual for the Community Center as well as the Standard Operating Procedures and programming that will be set at the Community Center. Planning and Implementing a Towne Hall Meeting that will enable residents to have input on what types of programs will be offered at the Community Center. Security has been at the Community Center (beginning February 27th) through the evening to prevent vandalism as well as use of the track.

- Norwood Pool renovation: The Aquatic Facilities Manager has worked closely with Capital Improvements to insure the project is completed.

PLANNING & ZONING (Jay Marder, Director)

LAND DEVELOPMENT REGULATIONS - Cyril Saiphoo, Jay Marder, Bhairvi Pandya, Nixon Lebrun, Marilu Gunness

- **Final LDR Adoption** - Prepared final LDRs for adoption on April 7, 2010, coordinating final amendments with TMPG and City Attorney's office.
- **Meetings with industrial park property owners and attorneys** from Technical Advisory Group - Review of the LDRs and address concerns.
- **New City Zoning Map-** completed revisions to City Zoning Map for adoption on April 7, 2010. Provided 10 copies of 24 x 36 large-scale maps for distribution. Placement of City's Land Development Regulations and Zoning Map on City website and Planning and Zoning Web page.
- Created Typical Parking Details Graphic
- Created Zoning Districts Summary Table
- Working on creating Zoning and Landscaping Legends for the different Zones
- Created New Zoning Verification Letter Template

PLANNING – Jay Marder, Bhairvi Pandya

- **Capital Improvements Element Update in compliance –** Department of Community Affairs Notice of Intent published in Miami Herald on March 31, 2010. City's Comprehensive Development Master Plan (CDMP) will now be enforceable with all updates from April 21, 2010. Updated CDMP element copies to be distributed to departments in the near future.
- **School Interlocal Agreement (ILA) Amendment** - Communications received from Miami-Dade County School Board staff regarding amendments to ILA. All local governments will need to take action via resolution and notify School Board on or before September 24, 2010. Staff will prepare agenda item and present to City Council accordingly.

ZONING – Jay Marder, Cyril Saiphoo, Nixon Lebrun, Marilu Gunness, Jacquelyn Gardner

- **Public Hearings**

- o Prepare revised Jorge Aburto recommendation after research of previous County approvals.
- o Prepare Council Memo and Executive Summary for adoption of Land Development Regulations for final adoption.
- o Pre-application meeting for proposed charter technical school in Miami Gardens Shopping Center.
- o Pre-application meeting with Florida Memorial University for proposed new dormitory building and rezoning to Planned Development.

- **Plats**
- o Finalize and approve tentative plat for Stadium Plaza for property located southeast corner of N.W. 199 Street and N.W. 27 Avenue.
- o Coordinate re-submittal of Pentecostal Tabernacle tentative plat after comments received from the City surveyor.

- **Building**
- o Reviewed 61 Building Permits
- o Reviewed 42 Certificates of Use
- o Conducted 15 Zoning (Building) Inspections
- o Held 2 On-Site Meetings with Church Leaders to Discuss Signage
- o Reviewed and Signed 4 Alcoholic Beverages Local Zoning Forms
- o Assigned 3 New Addresses, including the Readdressing of the Sun-Life Stadium

- **Sign Code Permits**
- o 5 sign plans processed.
- o 7 Temporary sign permit processed.
- o 2 window signs permit processed
- o Modified all sign applications and EDEN for 40% discount in submittal fees.

- **Zoning Verification Letters**
- 5 processed.

- **Address Assignments**
- 1 new Address Assignments.

- **Group Homes**
- 6 Group Homes (Community Residential Home) 1,000' radius verification letters.

- **Code Enforcement**
- o Attended Special Masters hearing for support in parking and landscaping violations.

- **Meetings**
- o Four (4) meetings with development groups for the proposed FMU dormitory development plans.
- o Follow up meeting with project manager on redevelopment of old hospital building
- o Four (4) meetings at church sites to discuss City's new sign regulations
- o Meeting at Moravian Church for new development of sanctuary building.

EDEN – Marilu Gunness, Bhairvi Pandya

- Participated in assessment workshop conducted by IT Department where representative from Tyler discussed departmental business practices in details. Discussed ongoing issue of Parcel Refresh, CASS certification, and Parcel Export/Import process problems. Awaiting information from IT.
- Meeting with Director of Building and Code Compliance on EDEN issues (Cyril).

GIS – Bhairvi Pandya

- **City Manager- Future City Hall Map**: Created a half radius, quarter radius and brownfields overlaid on quarter radius maps.
- **Public Schools Map and Inventory:** Updated database on public schools. Created a new updated map and corresponding inventory table.
- **Public Parks Map and Inventory:** Updated database on public parks. Created a new updated public parks map and corresponding inventory table.
- **Public Facilities Map and Inventory:** Updated database on public facilities. Created a new updated public facilities map and corresponding inventory table.
- **Planned Developments Map and Inventory:** Updated database on planned developments. Created a new updated planned developments map and corresponding inventory table.
- **City Zoning Map:** Completed developing city's new zoning map for adoption on April 7, 2010.
- **Building and Code Compliance:** Created a new map for Vista Verde neighborhood area that identified each property with a number. Created a spreadsheet of all properties for easy identification.
- **Code Compliance:** Created and printed 24 x 36 copy of poster for competition.
- **City-wide Property List for property Appraiser:** Prepared a list of all properties in Miami Gardens with the new zoning designation to be forwarded to Miami-Dade Property Appraiser for property valuation.
- **Group Home Maps** - Completed 6 group home maps with a 1,000 ft. radius.
- **Website updates**: Worked with IT to remove all references to Town Center and supporting information from Planning and Zoning Departmental webpage. Uploaded adopted LDR document and new zoning map on website. Efforts ongoing to address city maps connectivity on website.

DEPARTMENTAL STANDARD OPERATING PROCEDURES (SOP) – Bhairvi Pandya to coordinate with P&Z staff on updating all departmental SOPs.

Completed draft SOPs and flowcharts on the following:

1. Zoning Verification Letter (VL)
2. Address Assignment (AA)
3. Group Home Verification Letter (GH)

OTHER

- Bhairvi- Attended monthly Miami-Dade Planners Technical Committee Meetings.
- Bhairvi - Attended monthly MPO Transportation Planning Council Meetings.
- Bhairvi – Attended APA's Spotlight Series on Regional Transit Planning Initiatives in South Florida.
- Bhairvi: Met with representatives from **New Age World Systems** to discuss business practices and possible solutions to Parcel Refresh and GIS integration in a permitting system application.
- **2010 APA Florida Annual Conference:** Corresponded with APA contacts and obtained forms for presentation entry at the conference. Prepared and submitted raft application to FAPA.

COMPLETE COUNT CENSUS CAMPAIGN – Jay Marder with Antranette Pierre, Ula Zucker and Anthony Jackson of Marome Agency

1. **Major Events**

a. **City Employee Green Shirt Day, March 26**

i. Held "demonstration" in front of City Hall with about 100 city employees to emphasize the continued Census Campaign

ii. Threw beach balls into the air!

b. **City Census Day, March 28**

i. Held successful event at SE corner of 183rd Street and 47th Avenue at Miami Gardens Shopping Plaza

ii. 6 Tents were set up for Census Bureau and City census information, radio stations and food giveaway.

iii. Many residents served by functioning as a temporary QAC (Question and Answer Center) to fill out questionnaire with assistance by the Census workers.

iv. Various Black, Creole and Spanish radio stations provided games, live feed, etc.

c. **Jazz in the Gardens**

i. Insured that DVD with Public Service Announcement was provided

ii. Assisted with Regional US Census Bus coordination

iii. Partnered with publicity with Street Team members who are working for the City will create interest in and highlight the City's Stand Up! Be Heard! Be Counted! campaign

iv. 70,000 restaurant placemats with messages and ads.

2. **Radio and Newspaper Media by Marome Agency**

a. Hundreds of radio spots plus live feeds and interviews at events, etc., by:

i. WEDR 99.1FM (99JAMZ)

ii. WHQT-FM Hot 105

iii. GSA, Global Solutions Agency, Guylene Berry: 1580AM (Creole); ZWave Radio 1320AM and Mega 1700AM WKAT.

iv. Romance - Spanish

v. WMBM Radio – Gospel/Faith-based outreach, Mayor interview

b. Mayor's Message was recorded and utilized for the following media:

i. Radio, various

ii. Red Alert/Police Emergency telephone system, 1x, over 15,000 calls, 9,000 received

iii. Outgoing City phone system voicemail message.

3. **Street Teams and Palm Cards –** Made up 15,000 palm cards in English, 5,000 in Spanish, which were distributed by Street Teams by a City "volunteer" vendor to advertise the City's events including the: **March 14 Outreach; Jazz in the Gardens; March 28 Event**

4. **The Gardens Experience** – All households received the Parks Brochure which includes a census cover highlighting the City's Census Campaign. While this came after April 1, that was OK because forms are still being accepted. This eliminated the need for a separate city-wide census mailing.

5. **Park/Recreation Program Signups, Saturday, April 17**: Provided census materials and giveaways.

6. **Faith-Based Outreach**

a. **Attended Church Services:** Carol City United Methodist, Church of the Kingdom of God; New Way Fellowship, handed out giveaways and flyers

b. **Census Day at Church of the Kingdom of God, March 27:** Initiated by Essie L. Briggs, Records Supervisor, Miami Gardens Police Department
c. **Miami-Dade County Faith-Based Outreach Weekend, March 19-21** – Breakfast held at Miami-Dade College on March 19; Mayor Gibson spoke. Obtained DVD which served as the Public Service Announcement at Jazz-in-the-Gardens with Mayors Gibson and Alvarez.
7. **Neighborhood and Organization Signs** – In addition to the twenty-odd organization signs provided last month, another 100 were done and distributed to additional churches and organizations.
8. **Giveaways –** As of April 19, we had given away all but a few samples to keep of our giveaways, including US Census materials obtained through the county.
9. **1199 SCIU Senior Group, RC Davis Chapter Meeting, April 9 –** R. Pierre's group, presentation with flyers, banner and giveaways.
10. **Presentation to Florida Planning and Zoning Association:** Delivered Powerpoint presentation to a planners professional association meeting on April 9.
11. **Schools:**
a. Norland High School - Voice message about Census was aired three times a week.
b. Teen Court at High Schools: Miami: Sent representatives to March 28th Event (per Dade County Economic Advocacy Trust)
12. **Planned Activities Post April 1:**
a. **Weekday tours of low-performance neighborhoods**
i. Target Census Tracts – Lake Lucerne and Golden Glades Walmart areas
ii. Start week of May 3.
iii. Include City people, kids from parks, Seniors of the nearby clubs, Progressive Young Adults, etc.
iv. Bullhorn announce the "event" in the neighborhood. Play the music through the bullhorn, etc
v. Include census questionnaires
vi. Use Parks Recreation Bus or Vans
vii. Business Partners for coupons and giveaways
b. **Existing City Venues**
i. Parks/Recreation: Football and Cheerleading Signups – Provided packages with Census Questionnaire Forms, City posters, info sheets and giveaways for Saturday, April 16.
ii. Town Hall Meeting/Parks/Recreation/ Community Center Meeting on May 11 at Florida Memorial University
iii. Community Development Department Meeting: Kings Gardens/Vista Verde/etc., on May 6 at Florida Memorial University
c. **City Businesses/HOA's/Churches** – Sending flyer to them to continue the effort
d. **Mayor's Message** – Record new message (under preparation) for City's phone system and one more Code Red voice message (tentative, subject to approval)
e. **Miami Norland HS Parade** – Confirming arrangements, first week in May
f. **School Robo Calls –** To be confirmed.

FLEET SERVICES (David Motola)

- Fleet Management Software (Utilization)

- Repairs are being entered in the data base, and vehicles are being tracked based upon the established preventative maintenance schedule

- New vehicles being placed in service are being entered into the data base and units taken out of service are inactivated.

- Fuel usage is being entered into the data base reflecting both economy and total operating cost

- Second level training was performed March 24, 2010; PW, IT, P&R, and PD participated

- Fuel Usage (Ongoing)

- Monthly reports of fuel usage with concern identification provided to all Department Managers for concurrence.

- A Fiscal YTD of fuel usage by vehicle was provided to all department heads. In it high and low utilization vehicles were identified

- Fleet Manager met personally with various department heads reviewing fuel economy and utilization

- Fuel invoices are being maintained electronically, master bill.

- Fuel invoices are reviewed and billing errors are reported to Procurement for investigation and resolution.

- Weekly Check Sheets

- Weekly check sheets are still being received from Building & Code, CIP, Parks & Recreation, School Crossing Guard and Public Works.

- Yearly DOT Inspections
    a) Fleet Representative ensured that all vehicles requiring DOT inspections were performed. Five were performed.

- Car Wash Services – awarded a new contract for car wash services to LuLu's.

- Hurricane preparedness – Identified remote locations that will allow CMG to store vehicles in the event of a pending hurricane. Two covered, one uncovered. PD

was able to arrange for their Mobile Command Center to be parked at Sun Life stadium.

- Provided completed version of Fleet Policy and Procedure Manual to Personnel for concurrence.

- New vehicles

- Marked Units – 8 of 14 units were received and placed in service.

- Surplus vehicles

- Wrecked Crown Victoria sold as salvage.

- Collision Repair – Continue to work closely with vendors, Risk management, and user department to provide prompt collision repairs within departmental policy and procedures.

- Vehicle Tracking –Final recommendations for expanding the pilot program provided to ACM.

- Fleet Admin. Asst. processed new Public Work's trailer for tag and insurance.

- Tire Repair / Road Side Assistance – An inventory of used / temporary tires have been placed in inventory and used on a as needed basis.

- Warranty Repairs – Check certain service repair invoices against vehicle warranty to insure proper billing for services.

- Fleet Manager performed weekly lot checks, identifying vehicles that were left unlocked and notifying department heads.

- Fleet Manager sat on interview panel for open Accounting position

- Fleet Administrator routinely contacts vendors for monthly accounting statements to research and reduce invoices from becoming past due.

- Maintain hubcap inventory for Police vehicles. Provided an alternative hub cap for purchasing to research whether we can procure from them

- Regular visits to mechanical and body shop vendors for visual vehicle repair status and updates and drop off and pick up vehicles at various locations.

- Fleet Admin. scheduled car wash detail appointments and window tinting services for various departments.

- Fleet Staff attended bi-weekly meeting with Assistant City Manager regarding Fleet issues and concerns.

- Fleet Admin. attended weekly Relay for Life Committee meetings for upcoming Cancer Walk in April 2010.

- Fleet Service Representative coordinated repairs for Public Works equipment: Vaccon Sweeper, Terex and JCB.

- Fleet Service Representative met regularly with Police Department vehicles liaison, Sgt. Brown to discuss and address repair issues and concerns.

- Performed daily and weekly inspections for all city departments' vehicles and equipment.

- Replaced spot light bulbs and missing hubcaps on Patrol cars.

- Responded to multiple service calls for Police, Public Works, Parks Maintenance, Building and Code Enforcement departments, addressing their concerns.

- Monthly start up and check City Hall and Parks standby generators.

- Fleet Admin. processed invoices received from vendors regarding parts, service, and maintenance on vehicles and equipment.

- Fleet Admin. Prepared requisitions necessary to purchase parts, accessories, maintenance and services.