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

H-1) AN ORDINANCE OF THE CITY OF MIAMI GARDENS, FLORIDA GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENT OF A FRANCHISE FEE TO THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

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

None

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

None

(K) CONSENT AGENDA:

K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER'S SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CULTURAL AFFAIRS, FOR THE CULTURE BUILDS FLORIDA GRANT TO FACILITATE THE CONSTRUCTION OF THE CITY OF MIAMI GARDENS PERFORMING ARTS CENTER; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT THE GRANT FUNDS AND TO FACILITATE THE GRANT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT AND THE CITY MANAGER)

K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, EXPRESSING SUPPORT FOR THE TRANSPORTATION AUTHORITY OF MIAMI-DADE (TAMD) AS PROPOSED BY MIAMI-DADE COUNTY MAYOR CARLOS GIMENEZ; RECOMMENDING THAT THE FLORIDA LEGISLATURE CREATE THE TAMD; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE
ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)

K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST THAT CERTAIN AGREEMENT WITH THE MIAMI-DADE ECONOMIC ADVOCACY TRUST YOUTH DEVELOPMENT DIVISION, A COPY OF WHICH IS ATTACHED HERETO TO AS EXHIBIT “A”, INDEMNIFYING AND AUTHORIZING THE CITY OF MIAMI GARDENS TO SERVE AS A SUMMER WORKSITE COMMENCING JUNE 17, 2019 THROUGH JULY 26, 2019; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR RODNEY HARRIS)

K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENTAL FEE WAIVER FOR THE USE OF THE CITY OF MIAMI GARDENS SHOWMOBILE, PORTABLE RESTROOMS, LIGHT TOWERS AND OTHER FEES ASSOCIATED WITH THE USE OF ROLLING OAKS PARK, FOR THE MUSIC IN THE PARK CONCERT ON MAY 3, 2019; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN REGGIE LEON)

K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER’S SUBMISSION OF AN APPLICATION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS (“BCC”) FOR FUNDING FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FOR A PUBLIC INFRASTRUCTURE PROJECT; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT THE FUNDS AND FACILITATE THE FUNDING OF THE PROJECT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO RECEIVE AN AWARD FOR A 2019 STREET TREE MATCHING GRANT WITH MIAMI DADE COUNTY AND TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT
GRANT FUNDS IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED-SEVENTY-FIVE DOLLARS ($7,575.00) TO SUPPORT THE CITY’S “URBAN TREE CANOPY PROGRAM;” A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING MATCHING FUNDS IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED-SEVENTY-FIVE DOLLARS ($7,575.00); PROVIDING INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE IMPACT FEES FOR RESIDENTIAL DEVELOPMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(L) RESOLUTION(S)

L-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO RENEGOTIATE THE GRANT AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND FLORIDA MEMORIAL UNIVERSITY (FMU) FOR THE DEVELOPMENT OF THE WEST MIAMI GARDENS/FMU SPORTS COMPLEX, PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ERHABOR IGHODARO)

QUASI-JUDICIAL ZONING HEARINGS/JENNINGS DISCLOSURE:

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

None

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

None

(O) RESOLUTION(S)/PUBLIC HEARING(S)
None

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

P-1) Miami Gardens Police Department Monthly Report – March 2019

(Q) REPORTS OF MAYOR AND COUNCIL MEMBERS

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

(S) ADJOURNMENT

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT MARIO BATAILLE, CMC, CITY CLERK (305) 622-8000 EXT. 2830, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

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

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.
AN ORDINANCE OF THE CITY OF MIAMI GARDENS, FLORIDA GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENT OF A FRANCHISE FEE TO THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

It is understood and recognized citizens and the City require the benefits of electric service. The provision of electric service requires substantial investments of capital and other resources in order to construct, maintain, and operate facilities essential to the provision of such service. It is not practical for the City to undertake the provision of these services. Florida Power and Light Company (FPL) is a public utility which has a demonstrated capacity to provide these services. In order to effectively provide electric utility...
services, FPL requires the usage of certain land, owned and controlled by the City of Miami Gardens. The City desires to enter into a utility franchise agreement with FPL for usage of these lands.

A utility franchise agreement is a contract between a City and a utility company that outlines certain requirements for the utility to use the City’s public rights of way. The establishment of franchise agreements is a customary business practice and legal process outlined by various state and local statutes and ordinances. Local governments set the structure of any proposed franchise agreement which affects customers within their boundaries.

On May 3, 1960, Miami-Dade County and FPL entered into a thirty (30) year agreement set forth in County Ordinance No. 60-16 which grants a non-exclusive electric franchise to FPL to utilize public rights of way throughout the unincorporated and incorporated areas of the County. The agreement was subsequently renewed on September 5, 1989 by County Ordinance 89-81. In return, FPL pays the County certain franchise fees. Upon incorporation, the City entered into an Interlocal Agreement with the County for payment to the City of that portion of the franchise fees remitted by FPL to the County for rights to utilize the public rights of way located in the City of Miami Gardens. Currently, the Miami-Dade Franchise Agreement calls for a six (6%) percent levy against the customer electric bill. Payments are made to the City via the County annually. The current agreement will expire on May 25, 2020.

The City desires to enter into a new, thirty (30) year franchise agreement providing for payment of fees directly to the City from FPL on a monthly basis. The proposed agreement will maintain the six (6%) percent levy. The agreement also incorporates an “increased benefits clause”. If during the term of the new agreement, any other municipality in Miami-Dade County or Broward County enters into an agreement with FPL which provides additional benefits, the City would open negotiations with FPL to receive those additional benefits or reasonably equivalent benefits. The effective date of this Ordinance shall be when the current agreement terminates.

### Proposed Action:

It is recommended that the City Council approve the attached franchise agreement ordinance with Florida Power and Light (FPL) for a thirty (30) year term.

### Attachments:

Exhibit 1: City of Miami Gardens Franchise Agreement Ordinance
ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY OF MIAMI GARDENS, FLORIDA
GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS
SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC
FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS
RELATING THERETO; PROVIDING FOR MONTHLY PAYMENT OF
A FRANCHISE FEE TO THE CITY; PROVIDING FOR ADOPTION
OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN
CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens (“City”) Council recognizes that the City and
its citizens need and desire the continued benefits of electric service; and

WHEREAS, the provision of such electric service requires substantial investments of
capital and other resources in order to construct, maintain, and operate facilities essential
to the provision of such service in addition to costly administrative functions, and the City
does not desire to undertake to provide such services at this time; and

WHEREAS, Florida Power & Light Company (“FPL”) is a public utility that has the
demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between Miami-Dade
County (“County”) and FPL, the terms of which are set forth in County Ordinance 89-81,
passed and adopted on July 25, 1989, which grants a thirty (30) year non-exclusive electric
franchise to FPL to utilize public rights of way throughout the unincorporated and
incorporated areas of the County, in return for FPL paying the County certain franchise fees,
among other things, as expressly provided therein (“Current Franchise Agreement”); and

WHEREAS, FPL and the City desire to enter into a new franchise agreement (“New
Franchise Agreement”) providing for the payment of fees to the City in exchange for the
nonexclusive right and privilege of supplying electricity and other services within the City, free of competition from the City, pursuant to certain terms and conditions; and

WHEREAS, Section 4.3 of the City Charter provides that where the City Council grants, renews or extends a franchise, an Ordinance must be adopted; and

WHEREAS, the City Council deems it to be in the public interest to enter into this New Franchise Agreement to address certain rights and responsibilities of the City and FPL as they relate to the use of the public rights-of-way within the City's jurisdiction.

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

Section 1. Incorporation of Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Grant of Electric Utility Franchise; Term of Franchise. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called "FPL"), for the period of thirty (30) years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "Franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "Public Rights-Of-Way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City of Miami Gardens, Florida, and its governmental successors by operation of law, if any, (hereinafter called the "City"), in accordance with FPL's customary practices, and practices prescribed herein, with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, underground conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of FPL's operations (herein called "Facilities"), for the purpose of supplying electricity and other related services to the City and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 3. Facilities Requirements.
a) FPL’s Facilities shall be installed, constructed, erected, located or relocated so as to not unreasonably interfere with the convenient, safe, continuous use or the maintenance, improvement, extension or expansion of any public “road” as defined under the Florida Transportation Code, nor unreasonably interfere with traffic over the Public Rights-Of-Way, nor unreasonably interfere with reasonable egress from and ingress to abutting property.

b) To minimize conflicts with the standards set forth in subsection (a) above, the location, relocation, installation, construction, or erection of all facilities shall be made as representatives of the City may prescribe in accordance with the City’s reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said Public Rights-Of-Way; provided, however, that such rules or regulations (i) shall be for a valid municipal purpose; (ii) shall not prohibit the exercise of FPL's right to use said Public Rights-Of-Way for reasons other than unreasonable interference with traffic or transit; (iii) shall not unreasonably interfere with FPL's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers; and (iv) shall not require the relocation of any of FPL's Facilities installed before or after the effective date hereof in Public Rights-Of-Way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed Facilities to unreasonably interfere with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of any such public “road,” or unless such relocation is required by state or federal law.

c) Such rules and regulations shall recognize that FPL’s above-grade Facilities installed after the effective date hereof should be installed near the outer boundaries of the Public Right-Of-Way to the extent possible.

d) When any portion of a Public Right-Of-Way is excavated, damaged, or impaired by FPL (or any of FPL’s agents, contractors, or subcontractors) because of the installation, inspection, or repair of any of FPL’s Facilities, the portion of the Public Right-Of-Way so excavated, damaged, or impaired
shall, within a reasonable time after such excavation, damage, or impairment, be restored by FPL at its expense to a condition at least equal to its original condition before such damage.

e) The City shall not be liable to FPL for any cost or expense in connection with any relocation of FPL's Facilities required under this Subsection (b) of this Section, except, however, FPL shall be entitled to reimbursement of its costs from others.

f) FPL shall comply with the City's valid code and permit requirements and regulations, including those relating to rights-of-way. Except as expressly provided, nothing herein shall limit or alter the City's existing rights with respect to the use or management of its rights-of-way. Any changes in law on utility easements shall not affect this New Franchise Agreement.

Section 4. Indemnification of the City. The acceptance of this New Franchise Agreement shall be deemed an agreement on the part of FPL to the following: (a) that FPL will defend, indemnify, and save the City harmless from any and all damages, claims, liability, losses and causes of action of any kind or nature arising out of an error, omission, or negligent act of FPL, its contractors or any of their agents, representatives, employees, or assigns, or anyone else acting by or through them, and arising out of or concerning the construction, operation or maintenance of its Facilities hereunder; and (b) that FPL will pay all damages, claims, liabilities and losses of any kind or nature whatsoever, in connection therewith, including the City's attorney's fees and costs in the defense of any action in law or equity brought against the City, including appellate fees and costs and fees and costs incurred to recover attorney's fees and costs from FPL, arising from the error, omission, or negligent act of FPL, its contractors or any of their agents, representatives, employees, or assigns, or anyone else acting by or through them, and arising out of or concerning the construction, operation or maintenance of its Facilities hereunder.

Section 5. Rates, Rules and Regulations of FPL. All rates and rules and regulations established by FPL from time to time shall be subject to such regulation as may be provided by law.

Section 6. Franchise Fee; Calculation; Payment.
a) Notwithstanding any other provision in this New Franchise Agreement, as a consideration for this Franchise, FPL shall pay to the City, commencing ninety (90) days after the effective date hereof, and each month thereafter for the remainder of the term of this Franchise, an amount which when added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the City against FPL's property, business or operations and those of its electric service subsidiaries during FPL's monthly billing period ending sixty (60) days prior to each such payment will equal six (6.0%) percent of FPL's billed revenues (less actual write-offs) from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the City's boundaries for the monthly billing period ending sixty (60) days prior to each such payment, and in no event shall payments for the rights and privileges granted herein exceed six (6.0%) percent of such revenues for any monthly billing period of FPL (except as expressly provided in this New Franchise Agreement). For purposes of this section, the term “write-offs” refers to uncollectable billed revenues from the sale of electrical energy to residential, commercial, and industrial customers within the City’s boundaries.

b) The City understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes) so long as not done as a circumvention hereof; (e) Late Payment Charges; (f) Field Collection Charges; (g) other service charges.
c) **Increased Benefits Clause.** If during the term of this New Franchise Agreement, FPL enters into a franchise agreement with any other municipality located in Miami-Dade County or Broward County Florida, or with Miami-Dade County itself or with Broward County itself, each such municipality or county referred to herein as an "Other Governmental Entity," the terms of which provide for the payment of franchise fees by FPL at a rate greater than six (6.0%) percent of FPL's residential, commercial and industrial revenues (as such customers are defined by FPL's tariff), under the same terms and conditions as specified in Section 6(a) hereof, FPL, upon written request of the City, shall enter into a new franchise agreement with the City for that increased rate and if the agreement with said Other Governmental Entity contains additional benefits given to FPL in exchange for the increased franchise rate, which such additional benefits are not contained in this New Franchise Agreement, such new franchise agreement shall include those additional or reasonably equivalent benefits to FPL. Subject to all limitations, terms and conditions specified in the preceding sentence, the City shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and FPL shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

**Section 7. Non-Competition by City.** As a further consideration, during the term of this franchise or any extension thereof, the City agrees: (a) not to engage in the distribution and/or sale, in competition with FPL, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer presently served by FPL within the City's limits; and (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate FPL to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies). Nothing specified herein shall prohibit the City from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act, as may be amended from time to time.
The City may, if permitted by law, (i) generate electric capacity and/or energy at any facility owned or leased by the City for storage or utilization at that facility or other City-owned or leased facilities as chosen by the City, and (ii) use renewable energy sources to generate electric capacity and/or energy for use in demonstration projects or at City facilities, including but not limited to, City Hall, and (iii) sell electric capacity and/or energy to FPL or other wholesale purchasers in compliance with applicable tariffs, and/or federal or state laws, rules and regulations controlling such transactions. The term “retail customer,” for purposes of this section shall not include the City itself.

Nothing herein shall prohibit the City, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have FPL transmit and/or distribute to any facility(ies) of the City electric capacity and/or electric energy purchased by the City from any other person; provided, however, that before the City elects to purchase electric capacity and/or electric energy from any other person, the City shall notify FPL. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the City’s facilities to be served under the offer. FPL shall thereafter have 90 days to evaluate the offer and, if FPL offers rates, terms and conditions which are equal to or better than those offered by the other person, the City shall be obligated to continue to purchase from FPL electric capacity and/or electric energy to serve the previously identified facilities of the City for a term no shorter than that offered by the other person. If FPL does not agree to rates, terms and conditions which are equal to or better than the other person’s offer, all of the remaining terms and conditions of this Franchise shall remain in effect.

Section 8. Competitive Disadvantage; FPL’s Rights. If the City grants a right, privilege or franchise to any other person to construct, operate or maintain electric light and power facilities within any part of the City’s boundaries in which FPL may lawfully serve or compete on terms and conditions which FPL reasonably determines are more favorable than the terms and conditions contained herein, FPL may at any time thereafter terminate this Franchise if such terms and conditions are not remedied within the time period provided hereafter. FPL shall give the City at least one hundred eighty (180) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for FPL herein, advise the City of such terms and conditions that it considers more
favorable and the objective basis or bases of the claimed competitive disadvantage. The City shall then have ninety (90) days in which to correct or otherwise remedy the terms and conditions complained of by FPL, and the City and FPL agree to negotiate in good faith toward a mutually acceptable resolution of FPL’s claims during this 90-day period. If FPL reasonably determines that such terms or conditions are not remedied by the City within said time period, and if no mutually acceptable resolution is reached by FPL and the City through negotiation, FPL may terminate this Franchise agreement by delivering written notice to the City’s Clerk, City’s Manager, and City’s Attorney, and termination shall be effective ninety (90) days from the date of delivery of such notice. Nothing contained herein shall be construed as constraining the City’s rights to legally challenge at any time FPL’s determination leading to termination under this Section.

Section 9. Legislative or Regulatory Action. If as a consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the City’s boundaries to a customer then being served by FPL, or to any new applicant for electric service within any part of the City’s boundaries in which FPL may lawfully serve, and FPL reasonably determines that its obligations hereunder, or otherwise resulting from this Franchise in respect to rates and service, place it at a material competitive disadvantage with respect to such other person, FPL may, at any time after the taking of such action, terminate this Franchise if such competitive disadvantage is not remedied as provided hereafter. Such competitive disadvantage can be remedied by either of the following methods: (i) if the City either cannot legally, or does not, charge a franchise fee to other electricity supplier(s), then the City can remedy the disadvantage by reducing FPL’s franchise fee rate to zero; or (ii) if the City is able to charge, and does charge, such other electricity supplier(s) a franchise fee at a rate less than the 6.0% rate calculated as provided in Section 6 of this Agreement, then the City can remedy the disadvantage by reducing FPL’s franchise fee rate to the same rate, with the same applicability and calculation methodology, as applies to such other electricity supplier(s). If the City does not implement either of the foregoing solutions, FPL may terminate the Agreement, in accordance with the following process: FPL shall give the City at least one hundred eighty
(180) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for FPL herein, advise the City of the consequences of such action which resulted in the competitive disadvantage and the objective basis or bases of the claimed competitive disadvantage, and the City and FPL agree to negotiate in good faith toward a mutually acceptable resolution of FPL’s claimed disadvantage during this 180-day period. If such competitive disadvantage is, in the reasonable determination of FPL, not remedied by the City within said time period, and if no mutually acceptable resolution of the matter is reached through negotiation, FPL may terminate this franchise agreement by delivering written notice to the City’s Clerk and termination shall take effect ninety (90) days from the date of delivery of such notice. Nothing contained herein shall be construed as constraining the City’s rights to legally challenge at any time FPL’s determination of competitive disadvantage leading to termination under this Section.

Section 10. FPL’s Failure to Comply. Failure on the part of FPL to comply in any material respect with any of the provisions of this Franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by FPL until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction within Miami-Dade County, Florida that FPL has failed to comply in a material respect with any of the provisions of this Franchise, and FPL shall have six (6) months after such final determination to make good the default before a forfeiture shall result, with the right of the City, at its discretion, to grant such additional time to FPL for compliance as necessities in the case require.

Section 11. City’s Failure to Comply. Failure on the part of the City to comply in material respect with any of the provisions of this Ordinance, including, but not limited to: (a) denying FPL use of Public Rights-Of-Way for reasons other than as set forth in Section 3 of this New Franchise Agreement; (b) imposing conditions for use of Public Rights-Of-Way contrary to Federal or Florida law or the express terms and conditions of this Franchise; (c) unreasonable delay in issuing FPL a use permit, if any, to construct its Facilities in Public Rights-Of-Way, shall constitute breach of this Franchise. FPL shall notify the City of any such breach in writing sent by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service, and the City shall then remedy such breach within ninety (90) days and if it is not a breach that can be remedied within ninety
(90) days, then as soon as practicable. Should the breach not be timely remedied, FPL shall be entitled to seek a remedy available under law or equity from a court of competent jurisdiction, including the remedy of obtaining judicial relief that permits the withholding of franchise fees. The Parties recognize and agree that nothing in this New Franchise Agreement constitutes or shall be deemed to constitute a waiver of either party's delegated sovereign right of condemnation and that either party, in its sole discretion, may exercise such right.

Section 12. Audit and Inspection. The City may, at its expense, upon reasonable notice and within ninety (90) days after each anniversary date of this Franchise, examine FPL's records relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at FPL's office where such records are maintained. Records not prepared by FPL in the ordinary course of business or as required herein may be provided at the City's expense and as the City and FPL may agree in writing. Information identifying FPL's customers by name or their electric consumption shall not be taken from FPL's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the City, shall be reported to FPL. The City's examination of FPL's records in accordance with this Section shall not be conducted by any third party employed or retained by the City whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. At the City's request no more than once annually, FPL will provide to the City an electronic version of a billing list of all FPL customer addresses within the incorporated areas of the City. The City will respect FPL's confidential documents. The City will be given access to confidential documents while on FPL premises, but shall not remove those confidential documents from FPL premises unless expressly authorized to do so by FPL. Information relative to this audit and likely to be deemed confidential by FPL includes, but is not limited to, nonpublic customer or customer account information, nonpublic policies and procedures, and any other nonpublic information that gives FPL an opportunity to gain an advantage over its competitors.

Section 13. Severability. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected by such invalidity.
**Section 14. Existing Franchise Agreement.** The City acknowledges it is fully informed concerning the existing franchise granted by Miami-Dade County, Florida, to FPL, and accepted by FPL as set out in Ordinance No. 60-16 adopted on May 3, 1960, and subsequently renewed and accepted by FPL as set out in Ordinance No. 89-81 adopted on September 5, 1989 by the Board of County Commissioners of Miami-Dade County, Florida, and as adopted by the City on June 17, 1997 in an interlocal agreement with Miami-Dade County ("Existing Agreement"). The City agrees to indemnify and hold FPL harmless against any and all liability, loss, cost, damage and expense incurred by FPL in respect to any claim asserted by Miami-Dade County against FPL arising out of the franchise set out in the above referenced ordinances for the recovery of any sums of money paid by FPL to City under the terms of this New Franchise Agreement. FPL acknowledges and the City hereby relies on then Dade County Resolution No. R-709-78 adopted on June 20, 1978 in the granting of this Franchise.

**Section 15. Definitions.** As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

**Section 16. Repeal.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 17. Effective Date.** As a condition precedent to the taking effect of this Ordinance, FPL shall file its acceptance hereof with the City's Clerk within thirty (30) days of adoption of this Ordinance. The effective date of this Ordinance shall be when the Current Agreement terminates by the expiration of time or on the effective date of a new franchise agreement between Miami-Dade County and FPL, whichever occurs first.

**Section 18. Pre-Suit Dispute Resolution.** The Parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the Parties agree that they will meet at the senior management level in an attempt to resolve any disputes within thirty (30) days of notification of the dispute.

**Section 19. Governing Laws.** This New Franchise Agreement shall be governed and construed by the applicable laws of the Federal Government, State of Florida, Miami-Dade County, and the Charter, Codes and Ordinances of the City.
**Section 20. Venue.** In the event that any legal proceeding is brought to enforce the terms of this New Franchise Agreement, it shall be brought by either party hereto in Miami-Dade County, Florida, or, if a federal claim, in the U.S. District Court in and for the Southern District of Florida, Miami Division.

**Section 21. Entire Agreement.** This New Franchise Agreement is intended to constitute the sole and entire agreement between the City and FPL with respect to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each of the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect, and this agreement supersedes all prior drafts and verbal or written agreements, commitments, or understandings, which shall not be used to vary or contradict the expressed terms herein. Both parties have been represented by counsel of their choosing with regard to this New Franchise Agreement.

**Section 22. Modification.** It is further understood that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the City Council.

**Section 23. Notice.** Except in exigent circumstances, and except as may otherwise be specifically provided for in this Franchise, all notices by either party shall be made by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service. Any notice given by facsimile or email is deemed to be supplementary, and does not alone constitute notice hereunder. All notices shall be addressed as follows:

a) To the City of Miami Gardens: City Manager, 18605 N.W. 27th Avenue, Miami Gardens, Florida 33056

b) With a copy to the City Attorney: 18605 N.W. 27th Avenue, Miami Gardens, Florida 33056

c) To Florida Power and Light Company: Vice President, External Affairs, 700 Universe Boulevard, Juno Beach, FL 33408

d) With a copy to the Florida Power and Light Company Attorney: General Counsel, 700 Universe Boulevard, Juno Beach, FL 33408
Any changes to the above shall be in writing and provided to the other party as soon as practicable.

Section 24. Compliance with Federal, State and Local Laws. The City and FPL agree to comply with and observe all applicable Federal, State and valid and non-preempted local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Section 25. Nondiscrimination. FPL represents and warrants to the City that FPL does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with FPL’s performance under this Franchise on account of race, color, sex, sexual preference, religion, age, handicap, marital status or national origin. FPL further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, sexual preference, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Franchise.

Section 26. Approval of Agreement. Execution of this ordinance by the City Mayor, the City Attorney, and the City Clerk, shall constitute evidence of the New Franchise Agreement’s approval after public hearing by the City Council.

Section 27. Attorney’s Fees and Costs. In the event either the City or FPL must initiate litigation to enforce this New Franchise Agreement, the prevailing party shall be entitled to an award of all reasonable attorney’s fees and costs, at all levels of litigation, including trials and appeals, including but not limited to fees for litigating entitlement to and amount of attorney’s fees.

THIS SPACE INTENTIONALLY LEFT BLANK

PASSED on first reading this ____ day of ____________, 2018.

PASSED AND ADOPTED on second reading this ____ day of ____________, 2018.
CITY OF MIAMI GARDENS, FLORIDA

By: ______________________________
MAYOR OLIVER GILBERT, III

ATTEST:

By:      _______              (SEAL)
MARIO BATAILLE, CITY CLERK

REVIEWED BY:  SONJA K. DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY:  CAMERON D. BENSON, CITY MANAGER

MOVED BY:_________________________

SECONDED BY::__________________________

VOTE:

Mayor Oliver Gilbert III       (Yes)          (No)
Vice Mayor Rodney Harris       (Yes)          (No)
Councilman Reggie Leon         (Yes)          (No)
Councilwoman Lillie Odom       (Yes)          (No)
Councilwoman Katrina Wilson    (Yes)          (No)
Councilman David Williams Jr.  (Yes)          (No)
Councilman Erhabor Ighodaro    (Yes)          (No)

This Ordinance was filed in the Office of the City Clerk this ___ day of _____, 2019.
## City of Miami Gardens Agenda Cover Memo

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### Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO FLORIDA DEPARTMENT OF STATE, DIVISION OF CULTURAL AFFAIRS, FOR THE CULTURE BUILDS FLORIDA GRANT TO FACILITATE THE CONSTRUCTION OF THE CITY OF MIAMI GARDENS PERFORMING ARTS CENTER, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A” PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

### Staff Summary:

On October 24, 2018, the City Council approved the sale agreement for the 35-Acre City-owned site to BH Miami Gardens Town Center LLC. While the majority of the property will be designed to accommodate a commercial town center, the site will be considered home to the City’s Performing Arts
Center (PAC). The proposed construction is in keeping with the City’s desire to create an Entertainment District along the 27th Avenue Corridor. Currently, the proposed closing of the sale to BH Miami Gardens Town Center, LLC is scheduled for July 2019 and the developers of the site are currently developing site plans. Staff desires the construction of the PAC to coincide with this project’s schedule to minimize, among other concerns, construction impact and have begun identifying funding opportunities to support this initiative.

The Culture Builds Florida Grant offered by the Florida Department of State, Division of Cultural Affairs provides up to $500,000.00 and up to $1,500,000.00 within a consecutive five (5) state fiscal year period, towards the construction of cultural facilities. It requires at least a dollar to dollar match and requires activity to begin by July 1st, 2019 and conclude by June 1st, 2021. It is proposed the match will be met by funding as follows:

- Proceeds from the sale of the 35 Acre site,
- Miami-Dade County Infrastructure Grant,
- General Obligation Bond Funds,

**Proposed Action:**

That the City Council approve the attached application authorizing the City Manager to submit a grant application to Florida Department of State, Division of Cultural Affairs, to facilitate the construction of the PAC.

**Attachment:**
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER’S SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CULTURAL AFFAIRS, FOR THE CULTURE BUILDS FLORIDA GRANT TO FACILITATE THE CONSTRUCTION OF THE CITY OF MIAMI GARDENS PERFORMING ARTS CENTER; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT THE GRANT FUNDS AND TO FACILITATE THE GRANT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 24, 2018, the City Council approved the sale of a 35 acre City of Miami Gardens (“City”) owned site to BH Miami Gardens Town Center LLC, and

WHEREAS, the site will be home to the City’s Performing Arts Center (PAC) and will further the City’s desire to create an Entertainment District along the 27th Avenue Corridor; and

WHEREAS, the Culture Builds Florida Grant offered by the Florida Department of State, Division of Cultural Affairs provides funding for the construction of cultural facilities, and

WHEREAS, Staff recommends that the City Council authorizes the City Manager to submit an application to the Florida Department of State, Division of Cultural Affairs, for the Culture Builds Florida Grant,

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 submit an application to the Florida Department of State, Division of Cultural Affairs, for the Culture Builds Florida Grant to facilitate the construction of the City of Miami Gardens Performing Arts Center and to take any and all steps necessary to accept the grant funds and to facilitate the grant.

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


___________________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

__________________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY:  SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY:  MAYOR OLIVER GILBERT, III

Moved by:  ________________

VOTE:  _________

Mayor Oliver Gilbert, III  ____ (Yes)  ____ (No)
Vice Mayor Rodney Harris  ____ (Yes)  ____ (No)
Councilwoman Katrina Wilson  ____ (Yes)  ____ (No)
Councilman Erhabor Ighodaro, Ph.D.  ____ (Yes)  ____ (No)
Councilwoman Lillie Q. Odom  ____ (Yes)  ____ (No)
Councilman Reggie Leon  ____ (Yes)  ____ (No)
Councilman David Williams Jr  ____ (Yes)  ____ (No)
## City of Miami Gardens
### Agenda Cover Memo

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### Sponsor Name
Mayor Oliver Gilbert

### Department:
Office of the Mayor/Council

### Short Title:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, EXPRESSING SUPPORT FOR THE TRANSPORTATION AUTHORITY OF MIAMI-DADE (TAMD) AS PROPOSED BY MIAMI-DADE COUNTY MAYOR CARLOS GIMENEZ; RECOMMENDING THAT THE FLORIDA LEGISLATURE CREATE THE TAMD; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

### Staff Summary:

Miami Dade County Mayor Carlos Gimenez has introduced a plan to create the Transportation Authority of Miami-Dade (TAMD), which would merge the operations of the Miami-Dade Expressway Authority (MDX) and the Homestead Extension of the Turnpike (HEFT). The TAMD would offer commuters a 20% discount on tolls saving and it would eliminate the consumer Price Index inflation rate on HEFT commuters thereby saving toll payers 4.5 billion dollars over 30 years.

ITEM K-2) SUPPORTING THE TRANSPORTATION AUTHORITY OF MIAMI-DADE (TAMD)
Under the TAMD proposal, the 1.85 billion that would be generated over the next 33 years could be used to match Federal or State grants or help form Public Private Partnerships that would create or facilitate additional transportation, including transit options for the community. The TAMD’s governing body would be comprised of the County Mayor, the Mayors of Miami, Miami Gardens, Hialeah, and Doral and four elected officials appointed by the Governor. The City Council of the City of Miami Gardens, would like to express its support to the creation of the TAMD.

**Proposed Action:**

That the City Council approves the attached Resolution.

**Attachment:**
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, EXPRESSING SUPPORT FOR THE TRANSPORTATION AUTHORITY OF MIAMI-DADE (TAMD) AS PROPOSED BY MIAMI-DADE COUNTY MAYOR CARLOS GIMENEZ; RECOMMENDING THAT THE FLORIDA LEGISLATURE CREATE THE TAMD; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami Dade County Mayor Carlos Gimenez has introduced a plan to create the Transportation Authority of Miami-Dade (TAMD), which would merge the operations of the Miami-Dade Expressway Authority (MDX) and the Homestead Extension of the Turnpike (HEFT), and

WHEREAS, the TAMD would offer commuters a 20% discount on tolls saving and it would eliminate the consumer Price Index inflation rate on HEFT commuters thereby saving toll payers 4.5 billion dollars over 30 years, and

WHEREAS, under the TAMD proposal the 1.85 billion that would be generated over the next 33 years could be used to match Federal or State grants or help form Public Private Partnerships that would create or facilitate additional transportation, including transit options for the community, and

WHEREAS, the TAMD's governing body would be comprised of the County Mayor the Mayors of Miami, Miami Gardens, Hialeah, and Doral and four elected officials appointed by the Governor, and

WHEREAS, the City Council of the City of Miami Gardens, would like to express its support to the creation of the TAMD,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:
Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: EXPRESSION OF SUPPORT: The City Council of the City of Miami Gardens hereby expresses its support for the Transportation Authority of Miami-Dade as proposed by Miami-Dade County Mayor Carlos Gimenez and recommends that the Florida Legislature approve the creation of the TAMD.

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby directed to send certified copies of this Resolution to the honorable Mayor Carlos Gimenez, The Honorable governor Ron DeSantis, The honorable Senate President Bill Galvano, and to the Honorable Speaker of the house Jose Ovila.

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


__________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

__________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: MAYOR OLIVER GILBERT, III
Moved by: __________________

VOTE: ________

Mayor Oliver Gilbert, III  ____ (Yes)  ____ (No)
Vice Mayor Rodney Harris  ____ (Yes)  ____ (No)
Councilwoman Katrina Wilson  ____ (Yes)  ____ (No)
Councilman Erhabor Ighodaro, Ph.D.  ____ (Yes)  ____ (No)
Councilwoman Lillie Q. Odom  ____ (Yes)  ____ (No)
Councilman Reggie Leon  ____ (Yes)  ____ (No)
Councilman David Williams Jr  ____ (Yes)  ____ (No)
**City of Miami Gardens**

**Agenda Cover Memo**

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**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 THAT CERTAIN AGREEMENT WITH THE MIAMI-DADE ECONOMIC ADVOCACY TRUST YOUTH DEVELOPMENT DIVISION, A COPY OF WHICH IS ATTACHED HERETO TO AS EXHIBIT “A”, INDEMNIFYING AND AUTHORIZING THE CITY OF MIAMI GARDENS TO SERVE AS A SUMMER WORKSITE COMMENCING JUNE 17, 2019 THROUGH JULY 26, 2019; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

The Miami-Dade Economic Advocacy Trust Youth Development Division proposes a partnership with the City of Miami Gardens to expand its Youth Internship Partnership Initiative (YIPI). The YIPI is a six weeks paid summer internship afforded to participating Teen Court youth. Youth participants are engaged in a pre-employment Education and Motivation workshop inclusive of

ITEM K-3) AGREEMENT WITH MIAMI-DADE ECONOMIC ADVOCACY TRUST YOUTH DEVELOPMENT DIVISION
a comprehensive employability skills training. This pre-employment training helps to ensure youth’ employment retention and optimal productivity during their six weeks paid experience.

The City has demonstrated a commitment to support youth enrichment and employment. The Miami-Dade Economic Advocacy Trust Youth Development Division is requesting a partnership expansion with the anticipation of the City becoming a host employer worksite. The partnership request entails approval of an executed Agreement between the City and Miami-Dade Economic Advocacy Trust Youth Development Division indemnifying and authorizing the City to become a worksite. The scheduled start date and end date for the paid summer internship is June 17, 2019 to July 26, 2019.

Fiscal Impact

<table>
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<tr>
<td>That the City Council approve the attached Resolution, to execute an Agreement between the City and Miami-Dade Economic Advocacy Trust Youth Development Division indemnifying and authorizing the City to become a summer worksite starting June 17, 2019 and ending July 26, 2019.</td>
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Attachment:
RESOLUTION NO. 2019____

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 THAT CERTAIN AGREEMENT WITH THE MIAMI-DADE ECONOMIC ADVOCACY TRUST YOUTH DEVELOPMENT DIVISION, A COPY OF WHICH IS ATTACHED HERETO TO AS EXHIBIT “A”, INDEMNIFYING AND AUTHORIZING THE CITY OF MIAMI GARDENS TO SERVE AS A SUMMER WORKSITE COMMENCING JUNE 17, 2019 THROUGH JULY 26, 2019; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami-Dade Economic Advocacy Trust Youth Development Division desires to expand its Youth Internship Partnership Initiative (YIPI) by partnering with the City of Miami Gardens (“City”), and

WHEREAS, the YIPI is a six week paid summer internship for Teen Court participants that provides pre-employment educational and motivational workshops, and

WHEREAS, City staff recommends approval of the agreement with Miami-Dade Economic Advocacy Trust Youth Development Division so that the City of Miami Gardens may continue to support youth enrichment and employment,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Clerk to execute and attest that certain agreement with Miami-Dade Economic Advocacy Trust Youth Development Division, substantially in the form attached hereto to as Exhibit “A”, that indemnifies and
authorizes the City of Miami Gardens to serve as a summer worksite commencing June 17, 2019 through July 26, 2019.

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


______________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

______________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: VICE MAYOR RODNEY HARRIS

Moved by: _________________

VOTE: __________

Mayor Oliver Gilbert, III   ____ (Yes)  ____ (No)
Vice Mayor Rodney Harris   ____ (Yes)  ____ (No)
Councilwoman Katrina Wilson ____ (Yes)  ____ (No)
Councilman Erhabor Ighodaro, Ph.D. ____ (Yes)  ____ (No)
Councilwoman Lillie Q. Odom __ (Yes)  ____ (No)
Councilman Reggie Leon ___ (Yes)  ____ (No)
Councilman David Williams Jr ___ (Yes)  ____ (No)
SERVICE AGREEMENT

This SERVICE AGREEMENT (this “Agreement”) is entered into this ___day of 2019 between the CITY OF MIAMI GARDENS (the “CITY”), having an address of 18605 NW 27th Avenue, Miami Gardens, Florida 33056 and Miami-Dade Economic Advocacy Trust, an agent and instrumentality of Miami-Dade County, a political subdivision of the State of Florida, (the “SERVICE PROVIDER”) offering services having an address of 111 NW 1 Street, Suite 2032, Miami, Florida 33128.

RECITALS

WHEREAS, SERVICE PROVIDER was created by the Miami-Dade Board County Commission ("Board") pursuant to Ordinance No. 92-12, as amended; and

WHEREAS, the purpose of SERVICE PROVIDER is to ensure the equitable participation of Blacks in Miami-Dade County's economic growth through advocacy and monitoring of economic conditions and economic development initiatives in Miami-Dade County; and

WHEREAS, the Board has designated SERVICE PROVIDER as the entity to operate a teen court program (hereinafter "Teen Court" or "Teen Court Program") on behalf of Miami-Dade County; and

WHEREAS, Teen Court is an alternative sanctioning program for first-time youthful offenders who agree to allow their peers to determine sentencing instead of the juvenile justice system; and

WHEREAS, the Teen Court Program is Miami-Dade County’s only peer-sanctioning program, which is an alternative sanctioning program for misdemeanor youthful offenders who agree to allow their peers instead of the juvenile justice system to determine their sentencing; and

WHEREAS, the Teen Court Program will provide youth, volunteers and participants, an opportunity to gain knowledge and experience in a non-traditional judicial process. Juvenile misdemeanor offenders (participants) are afforded a sentencing hearing conducted by youth volunteers serving as attorneys, jurors, bailiffs, and clerks; and

WHEREAS, SERVICE PROVIDER will collaborate between both parties to provide needed services to youth including education, community service opportunities and vocational preparation and training; and

WHEREAS, the goal of this collaboration is to provide youth with opportunities to promote individual growth, education, rehabilitation and opportunities for Restorative Justice.

WHEREAS, participation in the Teen Court Program helps to decrease juvenile delinquency
by interrupting the beginning stages of criminal behavior; and

WHEREAS, SERVICE PROVIDER has requested that the CITY become a summer worksite for its Youth Intern Partnership Initiative in accordance with its Worksite Supervisor Handbook attached hereto as Exhibit A and incorporated herein by reference; and

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree to the responsibilities as follows:

The CITY AND SERVICE PROVIDER MUTUALLY AGREE AS FOLLOWS:

1. The recitals above are incorporated herein by reference.

2. TERM. This Agreement shall be effective for a term, which commences on June 18, 2019 and ends on August 30, 2019 unless earlier terminated pursuant to this Agreement. The CITY reserves the right to exercise the option to renew annually (subject to the appropriation of funds. Contract renewal shall be based on a determination that the contract is in the best interest of the CITY. This contract is not an exclusive contract.

3. SERVICES SERVICE PROVIDER and CITY agree to perform all of the Services as outlined in Exhibit “A” attached hereto (“Worksite Supervisor Handbook), which Services will be performed in accordance with Exhibit A. The Scope of Work shall also be deemed to include providing all goods and performing all actions necessary to complete the task SERVICE PROVIDER has been hired to perform, whether specifically included in the scope of work or not.

4. COMPENSATION. Service Provider shall provide all compensation in accordance with Exhibit A.

5. INDEPENDENT CONTRACTOR AND SUBCONTRACTORS. This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor and not as an employee of the CITY. SERVICE PROVIDER has control over the means and methods by which it performs its services under this Agreement. SERVICE PROVIDER shall be deemed an independent contractor and not an agent or employee of the CITY, and shall not attain any rights or benefits generally afforded to CITY employees; further, SERVICE PROVIDER shall not be deemed entitled to the CITY’S worker’s compensation, insurance benefits or similar protections or benefits. SERVICE PROVIDER shall obtain written approval prior to engaging any subcontractor(s) to assist with fulfilling the obligations outlined in this Agreement.

6. INDEMNITY. Subject to the limitations of Section 768.28, Florida Statutes, SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless the CITY and its officials, officers, members, agents, representatives and employees, which include but is not limited to SERVICE PROVIDER’s summer youth workers, from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of the SERVICE PROVIDER, by or on behalf of the
SERVICE PROVIDER, or resulting from any violation by the SERVICE PROVIDER or its employees of any statute law, ordinance, regulation or other legal requirement pertaining to a safe place of employment for workers, minimum hours and wages, and fair employment practices. However, nothing herein shall be deemed to indemnify CITY for any liability or claim arising solely out of the negligent performance of CITY.

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

This agreement is subject to the provisions of Section 768.28, Florida Statutes, such that the CITY and SERVICE PROVIDER shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000.00, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000.00 from any and all personal injury or property damage claims, liabilities losses and causes of action which may arise solely as a result of the performance of this Agreement. However, nothing herein shall be deemed to indemnify SERVICE PROVIDER from any liability or claim arising out of the negligent performance or failure of performance of SERVICE PROVIDER or any unrelated third party. Nothing contained herein shall be deemed a waiver of sovereign immunity.

7. INSURANCE. The CITY acknowledges that SERVICE PROVIDER is a governmental entity that is self-insured. Upon request, SERVICE PROVIDER shall also provide CITY with proof that SERVICE PROVIDER has insurance.

8. BACKGROUND SCREENING: SERVICE PROVIDER, including employees and subcontractors of SERVICE PROVIDER, must comply with all City, State, and Federal guidelines regarding background screening of summer youth workers. SERVICE PROVIDER must submit, prior to any SERVICE PROVIDER’s employee’s service, an affidavit stating compliance to all applicable guidelines.

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

10. TERMINATION. The CITY and SERVICE PROVIDER may, for their convenience and without cause, terminate this Agreement by giving written notice at least five (5) days prior to the effective date of the termination. Upon written notice of either the CITY's or SERVICE
PROVIDER’s desire to terminate this Agreement, the SERVICE PROVIDER 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 or SERVICE PROVIDER may terminate this Agreement for cause immediately and without prior notice should the CITY or SERVICE PROVIDER determine that there has been a breach of any provision of this Agreement. Should the CITY or SERVICE PROVIDER terminate this Agreement for cause, they shall provide notice as soon as possible.

In the event of termination or expiration of this Agreement, SERVICE PROVIDER and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from SERVICE PROVIDER 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 SERVICE PROVIDER 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.

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

SERVICE PROVIDER:  
John Dixon, Executive Director  
Miami-Dade Economic Advocacy Trust  
111 N.W. 1st Street, Suite 2032  
Miami, Florida 33128

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

With a copy to:  
Terrence A. Smith  
Assistant County Attorney  
111 NW 1st Street, Suite 2810  
Miami, Florida 33128

With a copy to:  
Sonja K. Dickens, City Attorney  
18605 NW 27th Avenue  
Miami Gardens, Florida 33056

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

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

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

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

c. SERVICE PROVIDER shall regularly confer with the Recreation Department Director or designee, and shall attend all meetings as required by the Recreation Department Director or designee.

d. No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

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

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

15. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS. To the extent required by law, SERVICE PROVIDER shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, SERVICE PROVIDER agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined
in Section 119.011, Florida Statutes, as amended. The CITY shall make the sole determination of which records, if any, are exempt from inspection. This clause shall serve the duration of the Agreement. IF THE SERVICE PROVIDER OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER OR CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 18605 NORTHWEST 27TH AVENUE, MIAMI GARDENS, FLORIDA 33056.

16. 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.

17. 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 construed 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 SERVICE PROVIDER of the same, or any other provision or the enforcement thereof. The CITY’s consent to or approval of any act by SERVICE PROVIDER 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 SERVICE PROVIDER, whether or not similar to the act so consented to or approved.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

City of Miami Gardens,  
By: ______________________________
Cameron Benson
City Manager

Miami-Dade Economic Advocacy Trust, an agency and instrumentality of Miami-Dade County
By: ______________________________
John Dixon, Executive Director
111 NW 1 Street, Suite 2032
Miami, FL 33128
Phone Number: 305-375-5661
E-mail: MCLOUD@miamidade.gov
Tax Id. No. ________________________

ATTEST:
By: ______________________________
Mario Bataille, City Clerk

Approved as to Legal form:
By: ______________________________
City Attorney

ATTEST; HARVEY RUVIN, Clerk
By: ______________________________
Deputy Clerk

Approved as to form and legal sufficiency:
By: ______________________________
Terrence A. Smith
Assistant County Attorney
## City of Miami Gardens
### Agenda Cover Memo

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### Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENTAL FEE WAIVER FOR THE USE OF THE CITY OF MIAMI GARDENS SHOWMOBILE, PORTABLE RESTROOMS, LIGHT TOWERS AND OTHER FEES ASSOCIATED WITH THE USE OF ROLLING OAKS PARK, FOR THE MUSIC IN THE PARK CONCERT ON MAY 3, 2019; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

### Staff Summary:

Councilman Reggie Leon will be co-sponsoring Commissioner Barbara Jordan’s Music in the Park concert and would like to sponsor the use of the Miami Gardens showmobile in support of this event. The Music in the Park concert is scheduled for Friday, May 3, 2019, from 6:30 pm to 9:00 pm at Rolling Oaks Park – 18701 NW 17th Avenue, Miami Gardens, FL.

Music in the Park is a free, semiannual concert sponsored by Miami-Dade County Commissioner Barbara J. Jordan, the Sunshine Jazz Organization, the Miami-Dade Cultural Affairs Department, and the City of Miami Gardens. The concert attracts hundreds of residents and guest for a night of entertainment and music-related performances. The event is typically held in May and December each year.

ITEM K-4) MUSIC IN THE PARK
Fiscal Impact

The total costs associated with the event is $3,654 ($1,200 fee for use of the showmobile, $896 Parks & Rec rental fee and staff costs, $200 fee for portable restrooms and $1,358 fee for light towers). The Councilman is requesting the fees be waived.

Proposed Action:

Councilman Leon recommends City Council to approve this resolution.

Attachment:
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING A RENTAL FEE WAIVER FOR THE USE OF THE CITY OF MIAMI GARDENS SHOWMOBILE, PORTABLE RESTROOMS, LIGHT TOWERS AND OTHER FEES ASSOCIATED WITH THE USE OF ROLLING OAKS PARK, FOR THE MUSIC IN THE PARK CONCERT ON MAY 3, 2019; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Councilman Reggie Leon is co-sponsoring Commissioner Barbara Jordan’s Music in the Park concert scheduled for Friday, May 3, 2019 at Rolling Oaks Park in Miami Gardens, and

WHEREAS, Music in the Park is a free, semiannual concert that’s attracts hundreds of residents and guests for a night of entertainment and music-related performances, and

WHEREAS, Councilman Reggie Leon, is requesting the waiver of fees associated with the event,

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes a rental fee waiver for use of the City of Miami Gardens Showmobile, portable restrooms, light towers and other fees associated with the use of Rolling Oaks Park, for the Music in the Park concert on May 3, 2019.

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 ____________, 2019.

___________________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

__________________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: MAYOR OLIVER GILBERT, III

Moved by: ________________

VOTE: ________

Mayor Oliver Gilbert, III   ____ (Yes)  ____ (No)
Vice Mayor Rodney Harris   ____ (Yes)  ____ (No)
Councilwoman Katrina Wilson ___ (Yes)  ____ (No)
Councilman Erhabor Ighodaro, Ph.D. ___ (Yes)  ____ (No)
Councilwoman Lillie Q. Odom   ___ (Yes)  ____ (No)
Councilman Reggie Leon      ___ (Yes)  ____ (No)
Councilman David Williams Jr ___ (Yes)  ____ (No)
City of Miami Gardens
Agenda Cover Memo

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<th>Cameron Benson</th>
<th>Department:</th>
<th>Office of the City Manager</th>
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**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS (“BCC”) FOR A PUBLIC INFRASTRUCTURE PROJECT IN THE ENTERTAINMENT DISTRICT; URGING THE BCC TO ALLOCATE AVAILABLE FUNDING FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND TO FACILITATE THE CONSTRUCTION OF THE MIAMI GARDENS TOWN CENTER PROJECT, PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

On October 24, 2018, the City Council approved the sale agreement for the 35-Acre City-owned site to BH Miami Gardens Town Center LLC. While the majority of the property will be designed to...

ITEM K-5) BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND - PUBLIC INFRASTRUCTURE PROJECT
accommodate a commercial town center, the site will be considered home to the City’s Performing Arts Center (PAC). The proposed construction is in keeping with the City’s desire to create an Entertainment District along the 27th Avenue Corridor.

On November 2, 2004 the voters of Miami-Dade County approved $2.9 billion Building Better Communities Bond Program which allows the County to issue long-term bonds to fund more than three hundred (300) neighborhood and regional capital projects.

BH Miami Gardens Town Center LLC’s schedule for development is on track as they are currently under contract and in the process of finalizing site plans. Staff desires the construction of the PAC to coincide with this schedule to minimize among other concerns, construction impact, and have begun identifying funding opportunities to support this initiative. The Miami-Dade County Building Better Communities Bond funds offered by the Miami-Dade County Board of County Commissioners would provide substantial funding towards infrastructure improvements such as utilities, soil work and other pre-construction activities for this project.

### Proposed Action:

The City Council approves the request for the City Manager to submit an application to the Miami-Dade County Board of County Commission for a Public Infrastructure Project from the Building Better Communities General Obligation Bond.

### Attachment:
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER’S SUBMISSION OF AN APPLICATION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS (“BCC”) FOR FUNDING FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FOR A PUBLIC INFRASTRUCTURE PROJECT; AUTHORIZING THE CITY MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT THE FUNDS AND FACILITATE THE FUNDING OF THE PROJECT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 24, 2018, the City Council approved the sale of a 35 acre City of Miami Gardens (“City”) owned site to BH Miami Gardens Town Center LLC, and

WHEREAS, the site will be home to the City’s Performing Arts Center (PAC) and will further the City’s desire to create an Entertainment District along the 27th Avenue Corridor; and

WHEREAS, on November 2, 2004 the voters of Miami-Dade County approved a $2.9 billion Building Better Communities Bond Program permitting the County to issue long-term bonds to fund more than three hundred (300) neighborhood and regional capital projects; and

WHEREAS, the Miami-Dade County Building Better Communities Bond funds would provide substantial funding towards infrastructure improvements such as utilities, soil work and other pre-construction activities for the PAC, and.

WHEREAS, Staff recommends that the City Council authorizes the City Manager to submit an application to the BCC to attain Building Better Communities Bond funds,

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 submit an application to the BCC for funding from the Building Better Communities General Obligation Bond for a public infrastructure project and to take any and all steps necessary to accept the funds and facilitate the funding of the project.

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


___________________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

____________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON BENSON, CITY MANAGER

Moved by: _________________

VOTE: _________

Mayor Oliver Gilbert, III _____ (Yes) _____ (No)
<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>___(Yes)</th>
<th>___(No)</th>
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<tbody>
<tr>
<td>67</td>
<td>Vice Mayor Rodney Harris</td>
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<td>68</td>
<td>Councilwoman Katrina Wilson</td>
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<td>69</td>
<td>Councilman Erhabor Ighodaro, Ph.D.</td>
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<td>71</td>
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<tr>
<td>72</td>
<td>Councilman David Williams Jr</td>
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</tbody>
</table>
City of Miami Gardens
Agenda Cover Memo

Council Meeting Date: April 24, 2019
Item Type: (Enter X in box)
Resolution X
Ordinance
Other

Fiscal Impact: (Enter X in box)
Yes No Ordinance Reading: (Enter X in box)
X

Public Hearing: (Enter X in box)
Yes No Yes No

Funding Source: Public Works
Stormwater Funds Advertising Requirement: (Enter X in box)
Yes No

Contract/P.O. Required: (Enter X in box)
Yes No RFP/RFQ/Bid #:
X NA

Strategic Plan Related (Enter X in box)
Yes No Strategic Plan Priority Area:
X Enhance Organizational
Bus. & Economic Dev
Public Safety
Quality of Education
Qual. of Life & City Image
Communication

Sponsor Name Cameron D. Benson
City Manager Department: Public Works:
KMGB/Stormwater

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO RECEIVE AN AWARD FOR A 2019 STREET TREE MATCHING GRANT WITH MIAMI DADE COUNTY AND TO TAKE ANY AND ALL STEPS NECESSARY TO ACCEPT GRANT FUNDS IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED-SEVENTY-FIVE DOLLARS ($7,575.00) TO SUPPORT THE CITY’S “URBAN TREE CANOPY PROGRAM,” A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING MATCHING FUNDS IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED-SEVENTY-FIVE DOLLARS ($7,575.00); PROVIDING INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

Because of the many years of wind storms, the City in the past has lost tree canopy throughout, which has created a negative ecological and aesthetic impact in the City of Miami Gardens. To address this situation,
in 2005 the City has been promoting tree planting in the community. The City has planted trees in the right-of-way and the County has also planted trees in the City. A Tree Canopy Study was completed to assist staff in determining tree coverage throughout the City.

**Current Situation**
The City of Miami Gardens has proposed a tree project to Miami-Dade County through the Street Tree Matching Grant Program. This grant will provide canopy natives and Florida Friendly trees for our City. In addition to the commitment of achieving a 30% tree canopy in the City of Miami Gardens, we also support the efforts of Million Trees Miami and Neat Streets Miami. These programs help to improve the quality of life for our residents by establishing tree-lined streets and corridors. Keep Miami Gardens Beautiful will provide hands-on learning and promote citizen led action in the planting and proper maintenance of these trees. Through our Community Involvement Plan, we recruit volunteers from the neighborhood to assist with the tree planting project thus making the stewards of their environment.

A proposed tree planting project was submitted to the Miami-Dade County Streets Tree Planting Grant and the City of Miami Gardens was approved to receive $7,575.00 from Miami-Dade County for tree planting project in the City. The area for the planting will be in the Leslie Estates area of NW 194 Street to NW 191 Street and NW 29 Avenue to NW 29 Place.

**Fiscal Impact**
This grant is a matching grant for tree material for a total of $15,150. Miami-Dade County will reimburse the City $7,575.00. The remaining matching amount will be $7,575.00 to complete the project from the Stormwater Utility Fund: Account # 401-41-03-538-635-00 - Stormwater Treatment Swale Projects.

**Proposed Action:**
That City Council approve this resolution, allowing the City Manager to accept award, and execute any and all agreements that are awarded to the City as a result of this grant process.

**Attachment:**
Attachment A – Street Tree Planting Agreement
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT WITH MIAMI-DADE COUNTY FOR THE ACCEPTANCE OF THE 2019 STREET TREE MATCHING GRANT PROGRAM IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED AND SEVENTY FIVE DOLLARS ($7,575.00) TO SUPPORT THE CITY’S “URBAN TREE CANOPY PROGRAM;” A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING A MATCH OF FUNDS IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED AND SEVENTY FIVE DOLLARS ($7,575.00); PROVIDING INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens has proposed a tree project to Miami-Dade County through the Street Tree Matching Grant Program, and

WHEREAS, this grant will provide canopy natives and Florida Friendly trees for the City, and

WHEREAS, in addition to the commitment of achieving a thirty percent (30%) tree canopy in the City of Miami Gardens, and

WHEREAS, these programs help to improve the quality of life for our residents by establishing tree-lined streets and corridors, and

WHEREAS, Keep Miami Gardens Beautiful will provide hands-on learning and promote citizen led action in the planting and proper maintenance of these trees, and

WHEREAS, a proposed tree planting project was submitted to the Miami-Dade County Streets Tree Planting Grant and the City of Miami Gardens was approved to receive Seven Thousand Five Hundred and Seventy-Five Dollars ($7,575.00) from Miami-Dade County for the tree planting project in the City, and
WHEREAS, the area for the planting will be in the Leslie Estates area of NW 194th Street to NW 191st Street and NW 29th Avenue to NW 29th Place,

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 with Miami-Dade County for the acceptance of the 2019 Street Tree Matching Grant Program in the amount of Seven Thousand Five Hundred and Seventy-Five Dollars ($7,575.00) to support the City’s “Urban Tree Canopy Program;” a copy of which is attached hereto as Exhibit “A”; The City Council further authorizes a match of funds in the amount of Seven Thousand Five Hundred and Seventy-Five Dollars ($7,575.00).

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


__________________________
OLIVER GILBERT, III, MAYOR

ATTEST:
Moved by: __________________

VOTE: 

Mayor Oliver Gilbert, III   ____ (Yes)  ____ (No)
Vice Mayor Rodney Harris   ____ (Yes)  ____ (No)
Councilwoman Katrina Wilson ____ (Yes)  ____ (No)
Councilman Erhabor Ighodaro, Ph.D. ____ (Yes)  ____ (No)
Councilwoman Lillie Q. Odom ____ (Yes)  ____ (No)
Councilman Reggie Leon   ____ (Yes)  ____ (No)
Councilman David Williams Jr ____ (Yes)  ____ (No)
Miami- Dade County
Parks, Recreation, and Open Spaces Department
STREET TREE MATCHING GRANT PROGRAM

TREE PLANTING AGREEMENT

Grantee: City of Miami Gardens

Amount: $7,575.00

Grant Description: To plant trees with municipalities and organizations on Miami-Dade’s corridors as part of our efforts to reach the Million Trees Miami goal of achieving a 30% tree canopy.

This Agreement (the “Agreement”), made and entered into this ___ day of __________, 20___, by and between City of Miami Gardens (the “Grantee”) and Miami-Dade County (the “County”), hereinafter called the “County” through its Parks, Recreation, Open Spaces Department (the “Department”). The County and Grantee have agreed to partner on the implementation of Leslie Estates Tree Planting Project (project name) to be completed by July 26, 2019.

RECITALS

WHEREAS, the County desires to increase the tree canopy in Miami-Dade County and to reach the Million Trees Miami goal of achieving a 30% tree canopy; and

WHEREAS, the County has provided a subaccount to the tree trust fund for the procurement of street trees along county and local roads and of this amount $7,575.00 (the “Grant Funds”) will be provided to the Grantee on the terms and conditions set forth in this Agreement; and

WHEREAS, the Grantee wishes to undertake such activities provided in the scope of work in Exhibit A of this Agreement; and

WHEREAS, the Grantee is responsible for the maintenance of the street trees after completion of the project; and

NOW, THEREFORE, the County and Grantee agree as follows:
TERMS AND CONDITIONS OF AGREEMENT

A. Requirements for approval of Grant Award Agreement: As a prerequisite to its receipt of the Grant Funds, the Grantee shall meet the requirements set forth below to the County’s satisfaction. Requirements for this grant are listed below.

1. Timeline: The following grant project start date, end date and reporting dates must be adhered to.

<table>
<thead>
<tr>
<th>Start date:</th>
<th>Contract Execution Date</th>
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<tbody>
<tr>
<td>End date:</td>
<td>July 26, 2019</td>
</tr>
<tr>
<td>Final report date:</td>
<td>August 16, 2019</td>
</tr>
</tbody>
</table>

2. Scope of Work: It is mutually agreed and understood that the scope of work shall be as provided in Exhibit A (Grant Application Package). Scope of Work must adhere to:
   - All trees must be canopy natives or Florida Friendly trees.
   - Trees shall have a minimum overall height of 12 feet and 2-inch caliper at time of installation, unless under overhead power lines.
   - When installed in roadways, trees shall have a maximum average spacing of 35’ on center and be placed within 7’ of the edge of the roadway pavement and/or where present, within 7’ of the sidewalk.
   - If trees are proposed under overhead power lines, these shall have a minimum overall height of 8 feet and a minimum caliper of 1½-inch at time of planting. The maximum average spacing in this case shall be 25 feet.
   - Ensure that trees are installed in a way that complies with site triangle regulations and are not planted within no planting zones.
   - All trees shall have and be maintained with a trunk clearance of 4 feet.
   - All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the “Florida Grades and Standards for Nursery Plants”.
   - Each Grantee is encouraged to review the Miami Dade County Landscape Ordinance, Chapter 18 A, to ensure that the tree installation will be in full compliance with the County’s requirements

3. Budget: It is mutually agreed and understood that the project costs shall be as provided in Exhibit A (Grant Application Package). The match amount has to equal or exceed the grant amount. If matching requirement will be met through the provision of in-kind service, the County shall approve the value or cost or the in-kind services to be provided to fulfill the matching requirements. Match must remain the same or exceed the percent referenced in the original application.

4. Promotions: All promotions must adhere to the Neat Streets Miami Media Release Guidelines. The grantee will agree to prepare a draft of a Press Release which describes its project and acknowledges Neat Streets Miami and Million Trees Miami, which shall be subject to the County’s approval in advance of publication. The County shall also be acknowledged in any subsequent media releases or in any printed, website, social media or other communication materials related to the project. Copies of any other publicity as well as copies of any major work products generated in connection with this grant
shall be forwarded to the County for review. Miami-Dade County, Million Trees Miami and Neat Streets Miami logos should be included in all printed materials.

5. **Miami-Dade County Tree Trust Fund**: Funds allocated to projects by the Street Tree Matching Grant come from mitigation funds collected by the Division of Environmental Resources Management, i.e. the Tree Trust Fund, and as such are encumbered for the planting of trees on public property. These funds shall not be used to satisfy tree mitigation per permitting or enforcement requirements.

6. **Conditions and Contingencies**: The Grantee agrees that the Grant Funds will be used only for the purpose as stated in this Agreement, as described in the Scope of Work and with no substantial variance to the approved Budget (See Exhibit A) unless prior approval in writing is obtained from the County. The Grantee certifies that the grantee organization operates under a tax-exempt status. If grantee determines that Grant Funds cannot be expended by **July 26, 2019** (end date), the grantee must notify liaison immediately and no later than **June 1, 2019**.

**B. Additional Requirements due throughout the funding period:**

1. **Reporting**: Final Report must be submitted electronically by **August 16, 2019**. Refer to Exhibit B for reporting guidelines.
2. **Data Tracking**: All trees planted must be mapped according to County specifications.
3. **Organizational Status Changes**: The Grantee must notify the County liaison within two weeks of changes in organizational status, including but not limited to: key personnel such as senior or project staff, organizational name, tax status, and organizational address.
4. **Other Organizational Changes**: The Grantee will notify the County’s liaison of any organizational changes, such as new address or contact information.

**C. Indemnification of County**

Subject to the limitations on liability set forth in Section 768.28, Florida Statues (to the extent the entity is a State or local government), the Grantee agrees to indemnify, save, and hold the County harmless from all liability, loss, cost, and expense, including attorneys’ fees and court costs at all trial and appellate levels, which may be sustained by the County, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, whether or not due to or caused by the negligence of the Grantee, arising from or in connection with the Grantee’s (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way. The Grantee agrees to defend, at its sole cost and expense, but at no cost and expense to the County, any and all suits or actions instituted against the County for the imposition of such liability, loss, cost, and expense arising from or in connection with the Grantee’s (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way.
Primary Grant Contract:
Provide the information below for the primary contact person for this grant. This is the person to whom all correspondence will be directed.

Name: Claudelle Rose
Title: KMGB Manager

Mailing Address: 18605 NW 27th Avenue
Miami Gardens, FL 33056
Phone: (786) 279-1268
Email: crose@miamigardens-fl.gov
Website: www.miamigardens-fl.gov

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first written above.

NAME OF GRANTEE: ________________________________
ADDRESS: ________________________________________

BY: ________________________________ DATE: ______________
Grantee Representatives’ Signature

PRINT NAME __________________________ TITLE: __________________

MIAMI-DADE COUNTY, FLORIDA

BY: ________________________________ DATE: ______________
Director Parks, Recreation, and Open Spaces

LEGAL SUFFICIENCY: __________________________ DATE: ______________
County Attorney
EXHIBIT A: GRANT APPLICATION PACKAGE SCOPE OF WORK

[INSERT GRANT APPLICATION PACKAGE HERE]
Submission Date: 2019-02-13 12:54:21

Name of Organization: City of Miami Gardens

Address: Street Address: 18605 NW 27th Avenue  
City: Miami Gardens  
State / Province: Florida  
Postal / Zip Code: 33056  
Country: United States  

Municipality, Non-Profit or Community Group: Municipality

Contact Name (Person filling out application): Claudelle Rose

Job Title: Keep Miami Gardens Beautiful Manager

E-mail: crose@miamigardens-fl.gov

Phone Number: (786) 279-1268

Project Manager (If awarded): John James

E-mail: jjames2@miamigardens-fl.gov

Phone Number: (786) 279-1260

Project Title: Leslie Estates Tree Planting Project

Location of Planting: Between NW 191st Street and NW 194th Street from 29th Avenue to 29th Place

Miami-Dade County Commission District (project location): 1

County or Local Road?: Local Road

Please confirm you have received permission from governing jurisdiction of project location?: Miami Gardens

Description of Trees: All trees planted will be a minimum of 12 feet and 2-inch caliper as required. All trees are canopy natives or Florida friendly. We will be planting the following: (6) Live Oak (8) Tabebuia (10) Japanese Fern (7) Gumbo Limbo

Target area's existing tree canopy: 10-15%

Is the project area low-to-moderate income?: Yes

Goals of Project: The beneficiaries of this project are the residents and staff of the City of Miami Gardens. For the last few years we have been busy working towards our goal of increasing the tree canopy to 30%. We were at 14% in 2013. We plan on conducting another study in 2020 to determine how far we have come in our efforts. We have faced a measure of setbacks. 2017 was detrimental to our efforts as we sustained a storm that destroyed many of the trees in our City.

Project Impact and Enhancements: In our plan we have selected two species (Live Oak and Gumbo Limbo) which are native to South Florida. We have also included two species that are Florida friendly (Pink Tabebuia and Japanese Fern). This area does not have any bus stops as it is mostly residential, however these trees will provide shade...
to the residents who walk in the area. These trees will be replacing trees that were damaged by both a tornado and hurricane.

**Community Engagement Plan**

For all of our planting projects, we distribute information to the residents in the area. We provide a door hanger with the following information: A tree care brochure that educates the residents on the benefits of trees as well as how to assist in caring for them and a post card that gives them details on the type of trees that will be planted. We also engage the community by inviting them to come out and volunteer to participate in the project. We hold tree care seminars and provide demonstrations when appropriate. We will partner with our Public Affairs Department to send out a press release and eblast announcing the project.

**Maintenance Plan**

Tree Maintenance Schedule for Leslie Estate Street Planting Tree Maintenance Personnel- The City of Miami Gardens; Public Works Department will utilize the Arborist and tree crew to take care and maintenance of all trees from the date of planting. Tree Watering Process- The initial watering will be performed by the contractor. The trees will be watered twice a week utilizing a water truck, for the first 6 months after planting (after the initial watering) and thereafter they will be watered on a weekly basis for remainder of the first year. Watering will continue for the 2nd and 3rd years but on a reduced scale or as required. Mulching Trees- The tree crew will install 4” inches of mulch in a 4-6’ circle around each new planting, making sure not to completely inundate the root ball will mulch. The Landscaping Division of Public Works Department will refresh mulch as needed from their supply. Staking and Tying Trees- Staking and tying will be done at the time of planting as required. As part of the inspection process, staff will regularly inspect the tightness of the lines and loosen them as needed to prevent girdling. Tying will include a hose sheath to prevent girdling, as well. Checking Tree Health- The Arborist and the Landscaping Division will provide inspection from the date of planting until the end of year one. Thereafter the Arborist will perform hazardous tree inspections of the entire site, twice per year and these inspections will include the previously established trees and the new trees for diseases and nutrient deficiencies. Any observance of diseases and deficiencies will be remedied as soon as possible. Pruning- Newly planted trees should need little pruning. In the first year after planting, only dead or broken branches will be removed. In later years, weakly attached limbs will be removed, and corrective pruning will be done if needed. Directional pruning will not be done unless it is determined that weakly attached limbs are deemed to be a potential hazard by our Arborist.

**Three Anticipated Measurable Outcomes**

1. Residents will receive more information about the benefits of trees.
2. 31 trees will be planted throughout this location.
3. The tree canopy in this area will increase.

**Does the municipality / organization agree to enter into an Interlocal Agreement for periodic reporting for tree plantings by January 31, 2019?**

No

**Project Timeline**


**Amount of Grant Funds Requested in $**

7575

**Amount of Matched Funds in $**

7575

**In-kind / Grant / Donations in $**

0

**Please describe in-kind, grants or donations, if any**

**Total Budget**

15150

**Additional comments?**

**Landscape Rendering:**

Leslie Estates Tree Location Map.pdf

**Before Photos**
## DETAILED BUDGET

### PROPOSED BUDGET

CITY OF MIAMI GARDENS

LESLIE ESTATES TREE PLANTING PROJECT

<table>
<thead>
<tr>
<th></th>
<th>Cost Estimate Per Tree</th>
<th>Number of Trees</th>
<th>Grant Funds</th>
<th>Match Funds</th>
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<tr>
<td>Live Oak</td>
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<td>6</td>
<td>$1,950.00</td>
<td>$1,950.00</td>
<td>$3,900.00</td>
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<tr>
<td>Pink Tabebuia</td>
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<td>$3,600.00</td>
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<td>Gumbo Limbo</td>
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<td><strong>Total number of trees</strong></td>
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<td>31</td>
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<td><strong>INDIRECT COSTS</strong></td>
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<td>Inkind Labor</td>
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<tr>
<td><strong>TOTAL ESTIMATED COSTS:</strong></td>
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<td>$7,575.00</td>
<td>$7,575.00</td>
<td>$15,150.00</td>
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Exhibit B: GRANTEE FINAL REPORT
20__ Matching Street Trees Grants Program

Organization’s name: ____________________________
Person completing report and title: ________________
Phone: ____________________________
Email: ________________________________

Submit Final Report by ________________.

Narrative: In no more than two pages, please share the information below about the program supported by Miami-Dade County and Neat Streets Miami.

1. Summarize in a few sentences what you have accomplished to date: What you have done; for whom and how many; how they have benefitted? How many trees planted using grant funds and matched funds?

2. Have you accomplished to date what you expected to in terms of implementing the project? If not, why not? Did you encounter any unexpected challenges and if so what adjustments did you need to make?

3. Has this project had an impact on the broader community issue or systems you seek to improve? If so, how? Do you plan to sustain this program when our grant ends, and if so, what are your plans for doing so? Has our grant helped you secure other dollars or resources you need to sustain it? If so, please explain.

Optional: Tell us a story about the program’s impact - one that reflects how this program is making a difference in people’s lives or an accomplishment that makes you particularly proud.

Outcomes: Refer to Three Anticipated Outcomes, as described in awardee’s grant application. What were the top three outcomes you wanted to achieve for those you reached and served that would show how participants were better off as a result of the program? What results did you achieve?

<table>
<thead>
<tr>
<th>What was the desired outcome?</th>
<th>What were your results?</th>
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Did this project shade a bus or trolley stop? If so, please provide the location(s).

__________________________

__________________________

Did this project shade a gateway or transit corridor? If so, please provide the location(s).

__________________________
Did this project shade a street leading to a park or a school? Did this project shade a park or school? If so, please provide the location and name of the park and/or school.

Did the organization enter into an interlocal agreement to report tree planting with Miami-Dade County? If so, provide a copy of the executed agreement. If not, please explain.

Outreach and Activities: List the main activities listed in your outreach plan in the grant application and provide information related to each

<table>
<thead>
<tr>
<th>What was the activity? (Include where, when and how often activities took place.)</th>
<th>How many did you reach?</th>
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</table>

Financial Reporting: List invoice, invoice date, description of services, check number and check date associated with this project.

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Date</th>
<th>Description of Services</th>
<th>Check Number</th>
<th>Check Date</th>
<th>Check Amount</th>
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Required Attachments:
- Final Approved Budget
- Invoices
- Proof of Payment
- Final Approved Landscape Plan
- “After” photos illustrating how corridor was transformed.
- Data Tracking Report: include DBH and latitude/longitude coordinates for each tree planted with grant and match funds
- Outreach Efforts: Press Release, educational materials and photos of outreach efforts or other materials that reflect your work, its impact and any references to Miami-Dade County and Neat Streets Miami support.

Please submit this Exhibit B Grantee Final Report and related attachments by email in one PDF document to: Jennifer.Llorente@miamidade.gov
## City of Miami Gardens
### Agenda Cover Memo

<table>
<thead>
<tr>
<th>Council Meeting Date:</th>
<th>April 24, 2019</th>
<th>Item Type:</th>
<th>Resolution</th>
<th>Ordinance</th>
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<tr>
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<th>No</th>
<th>Ordinance Reading:</th>
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<th>2nd Reading</th>
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<tr>
<th>Funding Source:</th>
<th>Various</th>
<th>Advertising Requirement:</th>
<th>Yes</th>
<th>No</th>
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<tr>
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<th>Yes</th>
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<thead>
<tr>
<th>Strategic Plan Priority Area:</th>
<th>Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)</th>
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<tbody>
<tr>
<td>Enhance Organizational</td>
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</tr>
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</tr>
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<td>Qual. of Life &amp; City Image</td>
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<td>Communication</td>
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<table>
<thead>
<tr>
<th>Sponsor Name</th>
<th>Cameron D. Benson, City Manager</th>
<th>Department:</th>
<th>Office of the City Manager</th>
</tr>
</thead>
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**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE IMPACT FEES FOR RESIDENTIAL DEVELOPMENT; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Summary:**

During Fiscal Year 2018, an increase in impact fees was adopted via Ordinance No. 2018-10-391 on June 27, 2018. The goal of the Ordinance was to bring the City’s fees in line with other municipalities within the county; and in turn ensure adequate funding to accommodate demand from future developments for services such as police, roads, and parks and recreation services.

The new rates outlined within the Ordinance did not account for existing residential projects already progressing through the development process (e.g. pre-application review, site plan, building permit).

An amendment is being proposed which sets rates for existing residential development which are closer to the rates that were in effect when these projects initially entered the development review process.

**ITEM K-7) IMPACT FEES FOR RESIDENTIAL DEVELOPMENT**
Existing residential projects are considered to be those which were already under development review prior to the end of Fiscal Year 2018 (September 30, 2018). The rates for new residential development projects would remain unchanged. New projects are considered to be all residential projects submitted for development review after the beginning of the new fiscal year (October 01, 2018).

The changes being proposed to the impact fee schedule for residential developments are as follows. Rates listed are ‘per unit’:

**PROPOSED RATES**

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>EXISTING DEVELOPMENT</th>
<th>NEW DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DETACHED RESIDENTIAL</td>
<td>ATTACHED RESIDENTIAL</td>
</tr>
<tr>
<td>Police</td>
<td>$410.70</td>
<td>$410.70</td>
</tr>
<tr>
<td>Park Open Space</td>
<td>$1,522.00</td>
<td>$1,267.00</td>
</tr>
<tr>
<td>Park Improvement</td>
<td>$1,403.00</td>
<td>$1,207.00</td>
</tr>
<tr>
<td>General Administration</td>
<td>$219.80</td>
<td>$185.55</td>
</tr>
</tbody>
</table>

**Fiscal Impact**

It is anticipated that the changes in the Impact Fee structure will continue to generate additional revenue for the City, while ensuring the success of residential projects already in the development pipeline.

**Proposed Action:**

Staff recommends Council to adopt the Resolution amending the current residential impact fees.
RESOLUTION NO. 2019____

WHEREAS, during Fiscal Year 2018, an increase in impact fees was adopted to bring the City’s fees in line with other municipalities within the county; and in turn ensure adequate funding to accommodate demand from future developments for services such as police, roads, and parks and recreation services, and

WHEREAS, the new rates outlined within the Ordinance did not account for existing residential projects already progressing through the development process (e.g. pre-application review, site plan, building permit), and

WHEREAS, an amendment is being proposed which sets rates for existing residential development which are closer to the rates that were in effect when these projects initially entered the development review process, and

WHEREAS, existing residential projects are considered to be those which were already under development review prior to the end of Fiscal Year 2018 (September 30, 2018); the rates for new residential development projects would remain unchanged, and

WHEREAS, new projects are considered to be all residential projects submitted for development review after the beginning of the new fiscal year (October 1, 2018), and

WHEREAS, it is anticipated that the changes in the Impact Fee structure will continue to generate additional revenue for the City, while ensuring the success of projects already in the development pipeline,
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 TO IMPACT FEE RATES: The City Council of the City of Miami Gardens amends the impact fee rates as follows:

PROPOSED RATES

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>EXISTING DEVELOPMENT</th>
<th>NEW DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DETACHED RESIDENTIAL</td>
<td>ATTACHED RESIDENTIAL</td>
</tr>
<tr>
<td>Police</td>
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</tr>
<tr>
<td>General Administration</td>
<td>$219.80</td>
<td>$185.55</td>
</tr>
</tbody>
</table>

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


__________________________
OLIVER GILBERT, III, MAYOR

ATTEST:
Moved by: __________________

VOTE: ________

Mayor Oliver Gilbert, III  _____ (Yes)  _____ (No)
Vice Mayor Rodney Harris  _____ (Yes)  _____ (No)
Councilwoman Katrina Wilson _____ (Yes)  _____ (No)
Councilman Erhabor Ighodaro, Ph.D.  _____ (Yes)  _____ (No)
Councilwoman Lillie Q. Odom  _____ (Yes)  _____ (No)
Councilman Reggie Leon  _____ (Yes)  _____ (No)
Councilman David Williams Jr  _____ (Yes)  _____ (No)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO RENEGOTIATE THE GRANT AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND FLORIDA MEMORIAL UNIVERSITY (FMU) FOR THE DEVELOPMENT OF THE WEST MIAMI GARDENS/FMU SPORTS COMPLEX, PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND:

In April 2014, City of Miami Gardens residents approved a $60 million General Obligation bond referendum for park improvements and crime prevention, including purchasing and installing crime prevention equipment, providing facilities for expanding community activities in parks, and renovating, constructing and purchasing park’s facilities and land.

On May 28, 2014, Council adopted Ordinance No. 2014-09-320, authorizing the burrowing of sixty million dollars ($60,000,000.00); authorizing the issuance of City of Miami Gardens General Obligation Bonds to
pay costs of, remodeling reconstructing, constructing, reconfiguring, retrofitting, furnishing, and equipping
City parks facilities, purchasing crime prevention equipment for law enforcement assistance via electronic
means, providing facilities for expanding community activities in parks, and renovating, constructing and
purchasing parks facilities and land for new or expanded parks.

The City Council initially approved the Bond Implementation Plan (BIP) at the February 25, 2015 Council
meeting. The last amendment to the BIP was approved at the December 9, 2015 Council meeting. The BIP
outlines various park and public safety improvement projects including the West Miami Gardens Sports
Complex.

Florida Memorial University (FMU) and the City of Miami Gardens (CMG) entered into a public-private
partnership to develop and construct recreational improvements on a 4.2-acre parcel of land owned by FMU
located immediately adjacent to the School campus. Improvements would include a track and multipurpose
field complex consisting of a sports field to host football, soccer and track activities with bleachers, a
scoreboard and sports field lighting for evening events. The development of the parcel would include a
paved parking lot and sidewalks with site lighting to the entrance of the complex along with a perimeter
fence, security booth, and new landscaping and irrigation system on the site and paved parking lot. In
addition, the site would have public restrooms and an equipment storage building. Improvements would
also include the installation of a Video Surveillance System with cameras monitored from the new Real
Time Crime Center. The proposed facility was intended to be suitable for hosting a variety of intercollegiate
athletic events.

On June 22, 2016, the City Council approved a maximum expenditure not to exceed two (2) million dollars
($2,000,000.00) to complete the construction of a regulation sized track and field facility located on FMU
property. This represents a portion of the amount necessary to complete the project. The viability of the
project was contingent upon FMU obtaining the use of additional real property from the Miami-Dade
County School Board necessary to make the track size for intercollegiate events. FMU received the approval
from the Miami-Dade County School Board. A grant agreement between the City of Miami Gardens and
Florida Memorial University was entered into on November 15, 2016. According to the agreement, FMU
shall be responsible for obtaining all additional funds and obtaining the necessary real property to complete
the project. The agreement required FMU to agree and warrant that it has the amount of funding necessary
for completion of the project.

FMU’s President sent a letter to the City, dated June 7, 2016, documenting the University’s understanding
that any cost exceeding the two (2) million dollars ($2,000,000.00) for the construction of the facility will
be covered by the university. The City was informed by the University that three (3) bids were received
around this time from prequalified contractors and all significantly exceeded 2 million dollars
($2,000,000.00). The lowest quote would have required FMU to acquire over $1 million in additional
funding. The City further understood FMU was not able to fund the difference needed to complete the
facility. Subsequently, the City received a letter, dated October 9, 2017 from FMU asking for an extension.
The basis of FMU’s extension rested on the fact that they would be meeting with the State Legislature to
request additional funding to complete the project.

On December 13, 2017, the City Council approved an extension for one-year through Dec 13, 2018 for the
University to obtain funding sufficient to complete the project. The extension has expired and the additional
funding needed to complete the project has not been obtained.
ADDITIONAL INFORMATION:
At the April 26, 2017 Council meeting, the City Council approved an item sponsored by Councilman Ighodaro that requires the manager to bring before the Council any changes to specifications (with a total cost of $50,000.00 or more) to the $60,000,000.00 bond program.

CURRENT SITUATION:
Florida Memorial University (FMU) is under new administrative leadership and the university has undergone a couple of changes in administration since the time (November 15, 2016) of the execution of the grant agreement.

Because the deadline for the initial grant extension has lapsed, Councilman Ighodaro is recommending that the Council authorize the city manager/attorney to renegotiate the terms of the agreement to include:

Option (A): Extend the timeline for securing the university’s portion of additional funding for the project to December 2020.

OR

Option (B): Explore a value engineering approach to the original scope of the project to allow for the entire amount required for completing the project to be consistent with the available funds ($2,000,000.00) for the project.

Proposed Action:
It is recommended that the City Council approves this resolution authorizing the City Manager to negotiate a new agreement with Florida Memorial University.

Attachment:
RESOLUTION NO. 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO RENEGOTIATE THE GRANT AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND FLORIDA MEMORIAL UNIVERSITY (FMU) FOR THE DEVELOPMENT OF THE WEST MIAMI GARDENS/FMU SPORTS COMPLEX, PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in April 2014, City of Miami Gardens residents approved a Sixty Million Dollar ($60,000,000.00) General Obligation bond referendum for park improvements and crime prevention, including purchasing and installing crime prevention equipment, providing facilities for expanding community activities in parks, and renovating, constructing and purchasing parks facilities and land, and

WHEREAS, Florida Memorial University (FMU) and the City of Miami Gardens (CMG) entered into a public-private partnership to develop and construct recreational improvements on a 4.2-acre parcel of land owned by FMU located immediately adjacent to the School campus, and

WHEREAS, improvements will include a track and multipurpose field complex consisting of a sports field to host football, soccer and track activities with bleachers, a scoreboard and Musco sports field lighting for evening events, and

WHEREAS, on June 22, 2016, the City Council approved a maximum expenditure not to exceed Two Million Dollars ($2,000,000.00) to complete the construction of the West Miami Gardens Sports Complex, and

WHEREAS, this represents a portion of the amount necessary to complete the Project, and
WHEREAS, on November 15, 2016, the City of Miami Gardens and FMU entered into a Grant Agreement, and

WHEREAS, according to the Agreement, FMU shall be responsible for obtaining all additional funds, and obtaining the necessary real property to complete the project, and

WHEREAS, on June 7, 2016, FMU’s President sent a letter to the City, documenting the University’s understanding that any cost exceeding the Two Million Dollars ($2,000,000.00) for the construction of the facility will be covered by the University, and

WHEREAS, the City understood three (3) bids were received in 2017 from prequalified contractors and all significantly exceeded Two Million Dollars ($2,000,000.00), and

WHEREAS, the City further understood in 2017 FMU was not able to fund the difference needed to complete the facility at that time, and

WHEREAS, on October 9, 2017 FMU requested an extension, as the University would be meeting with the State Legislature and other potential funding sources to request additional funding to complete the project, and

WHEREAS, on December 13, 2017 the City Council approved an extension for one-year through December 13, 2018 to Florida Memorial University, contingent upon the University obtaining sufficient funding for the development of 4.2 acres to establish the West Miami Gardens Sports Complex, and use the Two Million Dollars ($2,000,000.00) for other Bond projects; and
WHEREAS, the extension has expired and the additional funding needed to complete the project has not been obtained.

WHEREAS, FMU is under new administrative leadership and the University has undergone a couple of changes in administration since the November 15, 2016 execution of the initial grant agreement; and

WHEREAS, the deadline for the initial grant extension has lapsed; and

WHEREAS, Councilman Ighodaro is recommending the Council authorize the City Manager and City Attorney to renegotiate the terms of the agreement to include:

- **Option A** – Extend the timeline for the University to obtain sufficient funding for the project to December 2020.

  Or

- **Option B** – Explore a value engineering approach to the original scope of the project to allow for the entire amount required for completing the project to be consistent with the available funds ($2,000,000.00) for the project.

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

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Attorney to renegotiate the Two Million Dollars ($2,000,000.00) Grant Agreement between the City of Miami Gardens and Florida
Memorial University (FMU) for the Development of the West Miami Gardens/FMU Sports Complex to include the terms of Option A or Option B.

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 ___________, 2019.

___________________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

__________________________________
MARIO BATAILLE, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILMAN ERHABOR IGHODARO

Moved by: ________________
Seconded by: ________________
VOTE: ___________

Mayor Oliver Gilbert, III   ____ (Yes)  ____ (No)
Vice Mayor Rodney Harris   ____ (Yes)  ____ (No)
Councilwoman Katrina Wilson ____ (Yes)  ____ (No)
Councilman Erhabor Ighodaro, Ph.D. ____ (Yes)  ____ (No)
Councilwoman Lillie Q. Odom ____ (Yes)  ____ (No)
Councilman Reggie Leon ____ (Yes)  ____ (No)
Councilman David Williams Jr ____ (Yes)  ____ (No)
About this report

The Miami Gardens Police Department provides information concerning crimes in the City of Miami Gardens. Each page depicts actual crime information captured by the Records and Crime Analysis Units.

Glossary

Targeted Crimes:

The State of Florida uses these crimes for conformity in compiling statistics within the state and the nation. The statistics for these crimes are reported to the Florida Department of Law Enforcement for inclusion in the Federal Bureau of Investigations (FBI) Annual Report. Data from the monthly report may differ from the FBI’s published report due to the fact that only certain classes of crime are extracted for publication and crimes reported after the reporting deadline are still captured by the Records Unit.

- **Criminal Homicide** – The willful (non-negligent) killing of one human being by another.

- **Aggravated Assault** – An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury.

- **Larceny** – Deprive victim of such property permanently or temporarily without threat or violence or putting in fear, or by sudden snatch.

- **Robbery** – To take or attempt to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting victim in fear.

- **Burglary** – The unlawful or attempted entry of a structure to commit a felony or a theft.
P = Priority call and is identified by a verbal ‘3’ at the beginning of the signal at dispatch.
   Code 3 emergency call: A situation or sudden occurrence which poses an actual threat of
   serious injury or loss of human life and demands swift police action. Code 3 calls are preceded by a tone
   indicator and the signal prefixed by a 3.
   Example: Shooting victim, violent domestic with injuries, accident with injuries

P1 = Emergency call that is identified by a verbal ‘2’ at the beginning of the signal at dispatch.
   Code 2 emergency call: A situation which poses a potential threat of serious injury or loss of
   human life which may require swift police action. Code 2 calls are preceded by a tone indicator and the
   signal prefixed by a 2.
   Example: Burglary in progress, violent domestic, assault with potential of injuries.

P2 = requires an immediate response but no imminent threat of serious injury or loss of human life involved.
   There is no tone indicator preceding this type of call.
   Example: A just occurred burglary or any incident where the suspects may still be in
   immediate area.

P3+ = Considered a routine response for a call that is delayed or non-emergency in nature.
   Example: Identity theft, loud music complaints, barking dog disturbance.
# Monthly Statistical Comparison March 2019

<table>
<thead>
<tr>
<th></th>
<th>February 2019</th>
<th>March 2019</th>
<th>% Change</th>
<th>March 2018</th>
<th>March 2019</th>
<th>% Change</th>
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<tr>
<td><strong>Criminal Homicide</strong></td>
<td>1</td>
<td>3</td>
<td>200%</td>
<td>2</td>
<td>3</td>
<td>50%</td>
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<tr>
<td><strong>Forcible Rape</strong></td>
<td>3</td>
<td>1</td>
<td>-67%</td>
<td>0</td>
<td>1</td>
<td>N/C*</td>
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<tr>
<td><strong>Robbery</strong></td>
<td>19</td>
<td>22</td>
<td>16%</td>
<td>15</td>
<td>22</td>
<td>47%</td>
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<tr>
<td><strong>Aggravated Assault</strong></td>
<td>33</td>
<td>41</td>
<td>24%</td>
<td>35</td>
<td>41</td>
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<tr>
<td><strong>Burglary</strong></td>
<td>64</td>
<td>15</td>
<td>-77%</td>
<td>30</td>
<td>15</td>
<td>-50%</td>
</tr>
<tr>
<td><strong>Theft from Motor Vehicle</strong></td>
<td>97</td>
<td>166</td>
<td>71%</td>
<td>84</td>
<td>166</td>
<td>98%</td>
</tr>
<tr>
<td><strong>Larceny (All Other)</strong></td>
<td>169</td>
<td>178</td>
<td>5%</td>
<td>190</td>
<td>178</td>
<td>-6%</td>
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<tr>
<td><strong>Motor Vehicle Theft</strong></td>
<td>24</td>
<td>31</td>
<td>29%</td>
<td>39</td>
<td>31</td>
<td>-21%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>410</td>
<td>457</td>
<td>11%</td>
<td>395</td>
<td>457</td>
<td>16%</td>
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## Year to Date

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criminal Homicide</strong></td>
<td>4</td>
<td>5</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Forcible Rape</strong></td>
<td>4</td>
<td>6</td>
<td>50%</td>
</tr>
<tr>
<td><strong>Robbery</strong></td>
<td>64</td>
<td>66</td>
<td>3%</td>
</tr>
<tr>
<td><strong>Aggravated Assault</strong></td>
<td>129</td>
<td>121</td>
<td>-6%</td>
</tr>
<tr>
<td><strong>Burglary</strong></td>
<td>136</td>
<td>101</td>
<td>-26%</td>
</tr>
<tr>
<td><strong>Theft from Motor Vehicle</strong></td>
<td>264</td>
<td>406</td>
<td>54%</td>
</tr>
<tr>
<td><strong>Larceny (All Other)</strong></td>
<td>529</td>
<td>543</td>
<td>3%</td>
</tr>
<tr>
<td><strong>Motor Vehicle Theft</strong></td>
<td>119</td>
<td>106</td>
<td>-11%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1249</td>
<td>1354</td>
<td>8%</td>
</tr>
</tbody>
</table>

This report reflects incidents that are currently in the records management and the GEO verification systems at the time this report was generated. Data shown is subject to change as pending reports are entered into records. *Non-calculable
# Monthly Statistical Comparison March 2019

<table>
<thead>
<tr>
<th>ARREST</th>
<th>February</th>
<th>March</th>
<th>Diff</th>
<th>%Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criminal Homicide</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>*N/C</td>
</tr>
<tr>
<td>Forcible Sex Battery</td>
<td>2</td>
<td>1</td>
<td>-1</td>
<td>-50%</td>
</tr>
<tr>
<td>Robbery</td>
<td>9</td>
<td>4</td>
<td>-5</td>
<td>-56%</td>
</tr>
<tr>
<td>Aggravated Assault</td>
<td>13</td>
<td>17</td>
<td>4</td>
<td>31%</td>
</tr>
<tr>
<td>Burglary</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Larceny</td>
<td>26</td>
<td>25</td>
<td>-1</td>
<td>-4%</td>
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<tr>
<td>Motor Vehicle Theft</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>57</strong></td>
<td><strong>55</strong></td>
<td><strong>-2</strong></td>
<td><strong>-4%</strong></td>
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</tbody>
</table>

*Percent change is non-calculable*
PART ONE CRIMES
March 2018 / March 2019

<table>
<thead>
<tr>
<th>Crime</th>
<th>Mar-18</th>
<th>Mar-19</th>
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<tbody>
<tr>
<td>Criminal Homicide</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Forcible Rape</td>
<td>15</td>
<td>22</td>
</tr>
<tr>
<td>Aggravated Assault</td>
<td>35</td>
<td>41</td>
</tr>
<tr>
<td>Burglary</td>
<td>30</td>
<td>15</td>
</tr>
<tr>
<td>Theft from Motor Vehicle</td>
<td>84</td>
<td>166</td>
</tr>
<tr>
<td>Larceny (All Other)</td>
<td>190</td>
<td>178</td>
</tr>
<tr>
<td>Motor Vehicle Theft</td>
<td>39</td>
<td>31</td>
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</tbody>
</table>
TOP FIVE ACCIDENT LOCATIONS – MARCH 2019

- NW 167\textsuperscript{th} ST, NW 37\textsuperscript{th} AVE – 3
- NW 167\textsuperscript{th} ST, NW 47\textsuperscript{th} AVE – 5
- NW 175\textsuperscript{th} ST, NW 27\textsuperscript{th} AVE – 3
- NW 177\textsuperscript{th} ST, NW 2\textsuperscript{nd} AVE – 2
- NW 183\textsuperscript{rd} ST, NW 12\textsuperscript{th} AVE – 2

Contributing Factors

- Ran Red Light – 9
- Improper Lane Change – 3
- Following too Closely – 2
- Violation of Right of Way – 1
### TOP FIVE ACCIDENT LOCATIONS
March 01 through March 31, 2019

<table>
<thead>
<tr>
<th>Location</th>
<th>DHSMV #</th>
<th>Case #</th>
<th>Date/Time</th>
<th>Cause</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NW 167th Street/ NW 37th Avenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>88989932</td>
<td>2019004299</td>
<td>3/5/2019 16:55</td>
<td>Improper lane change</td>
</tr>
<tr>
<td></td>
<td>88990104</td>
<td>2019005145</td>
<td>3/18/2019 20:29</td>
<td>Improper lane change</td>
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<tr>
<td></td>
<td>88990188</td>
<td>2019005419</td>
<td>3/22/2019 23:42</td>
<td>Improper lane change</td>
</tr>
<tr>
<td><strong>NW 167th Street/ NW 47th Avenue</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>88990008</td>
<td>2019004675</td>
<td>3/11/2019 11:46</td>
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<tr>
<td></td>
<td>88990054</td>
<td>2019004894</td>
<td>3/14/2019 20:24</td>
<td>Improper lane change</td>
</tr>
<tr>
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<td>88990089</td>
<td>2019005018</td>
<td>3/16/2019 17:10</td>
<td>Improper lane change</td>
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<tr>
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<td>88990095</td>
<td>2019005103</td>
<td>3/18/2019 9:15</td>
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<td>88990148</td>
<td>2019005268</td>
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<td><strong>NW 175th Street/ NW 27th Avenue</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>88989966</td>
<td>2019004483</td>
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<td>88990101</td>
<td>2019005120</td>
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<td>Violation of right of way</td>
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<tr>
<td></td>
<td>88990207</td>
<td>2019005509</td>
<td>3/24/2019 12:28</td>
<td>Violation of right of way</td>
</tr>
<tr>
<td><strong>NW 177th Street/ NW 2nd Avenue</strong></td>
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<td></td>
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<tr>
<td></td>
<td>88989949</td>
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<tr>
<td><strong>NW 183rd Street/ NW 12th Avenue</strong></td>
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<td></td>
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<tr>
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<td>88989931</td>
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<td>3/4/2019 18:06</td>
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<tr>
<td></td>
<td>88989986</td>
<td>2019004547</td>
<td>3/9/2019 16:55</td>
<td>Ran red light</td>
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</table>
## TRAFFIC ENFORCEMENT SUMMARY 2019

<table>
<thead>
<tr>
<th>Category</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>YEAR TO DATE</th>
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<tbody>
<tr>
<td>Accident Reports</td>
<td>266</td>
<td>274</td>
<td>363</td>
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<tr>
<td>Traffic Stops</td>
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<td>752</td>
<td>576</td>
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<tr>
<td>Traffic Moving</td>
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<td>Traffic Non Moving</td>
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<td>167</td>
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<td>Traffic Verbal</td>
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<td>214</td>
<td>204</td>
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<td>Parking Citations</td>
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<td>Red Light Camera Violations</td>
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<td>11,434</td>
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<td>33,798</td>
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</table>
STREET CRIMES AND CAREER CRIMINAL UNITS
March 2019

These proactive units effected 12 arrests:
9 Felony, 1 Misdemeanor, and 2 Traffic Arrests

- Proactive Patrol
  - 13 Field Contacts
  - 1 Traffic Citations

- Executed
  - 0 Search Warrants

- Seized
  - 24 Grams of Marijuana
  - 7 Grams of Cocaine
  - 0 Firearms

- U.S. Marshal Services
  - 6 Apprehension/Warrants related to CMG
  - 11 Total Apprehension/Warrants
CUSTODIAL FIREARMS
3/1/2019 to 3/31/2019

Total = 32
### CUSTODIAL FIREARMS

<table>
<thead>
<tr>
<th></th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pistol</td>
<td>21</td>
<td>22</td>
<td>28</td>
</tr>
<tr>
<td>Shotgun</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Revolver</td>
<td>2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Rifle</td>
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<td>0</td>
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</tr>
<tr>
<td>Machine Gun</td>
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Total = 78
### 2018 Training Activity

<table>
<thead>
<tr>
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<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Classes Attended</strong></td>
<td>14</td>
<td>18</td>
<td>16</td>
<td>18</td>
<td>14</td>
<td>12</td>
<td>12</td>
<td>19</td>
<td>17</td>
<td>23</td>
<td>13</td>
<td>10</td>
<td>186</td>
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<tr>
<td><strong>Hours Taught</strong></td>
<td>392</td>
<td>531</td>
<td>500</td>
<td>496</td>
<td>325</td>
<td>270</td>
<td>236</td>
<td>379</td>
<td>362</td>
<td>519</td>
<td>632</td>
<td>440</td>
<td>5082</td>
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<tr>
<td><strong>Participants</strong></td>
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<td>28</td>
<td>22</td>
<td>31</td>
<td>26</td>
<td>24</td>
<td>28</td>
<td>125</td>
<td>30</td>
<td>62</td>
<td>23</td>
<td>13</td>
<td>438</td>
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### 2019 Training Activity

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<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Classes Attended</strong></td>
<td>5</td>
<td>17</td>
<td>11</td>
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<td></td>
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<td>33</td>
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<tr>
<td><strong>Hours Taught</strong></td>
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<td>1386</td>
<td>536</td>
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<tr>
<td><strong>Participants</strong></td>
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# Overtime Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shift Extension/ Held Over</td>
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<tr>
<td>Court</td>
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<tr>
<td>Administration</td>
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<tr>
<td>Special Detail</td>
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<tr>
<td>Communications</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5906</strong></td>
</tr>
</tbody>
</table>
ROUTINE CALLS FOR SERVICE
2018 / 2019
EMERGENCY & PRIORITY CALLS FOR SERVICE
2018 / 2019

JAN 2018: 686
JAN 2019: 642

FEB 2018: 602
FEB 2019: 538

MAR 2018: 675
MAR 2019: 564

2018
2019