



CITY OF NORTH MIAMI BEACH

City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19 Avenue
North Miami Beach, FL 33162
Tuesday, February 19, 2013
7:30 PM

Mayor George Vallejo
Vice Mayor Marlen Martell
Councilman Philippe Derose
Councilwoman Barbara Kramer
Councilman Frantz Pierre
Councilwoman Phyllis S. Smith
Councilwoman Beth E. Spiegel

City Manager Roslyn B. Weisblum
City Attorney Darcee S. Siegel
City Clerk Pamela L. Latimore, CMC

Notice to All Lobbyists

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the City Clerk prior to engaging in lobbying activities before City Boards, Committees, or the City Council.

AGENDA

1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION - TBD**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS**
 - 5.1 **Honoring North Miami Beach High School Student Caleb Legis on his admittance to the U.S. Naval Academy (Mayor and City Council)**
6. **PUBLIC COMMENT**

To All Citizens Appearing Under Public Comment

The Council has a rule which does not allow discussion on any matter which is brought up under Public Comment. We are, however, very happy to listen to you. The reason for this is that the Council must have Staff input and prior knowledge as to the facts and figures, so that they can intelligently discuss a matter. The Council may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Council meeting you may have one of the Councilpersons introduce your matter as his or her recommendation. We wish to thank you for taking the time to bring this matter to our attention. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

Speaking Before the City Council

There is a three (3) minute time limit for each speaker during public comment and a three (3) minute time limit for each speaker during all public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If you have a matter you would like to discuss which requires more than three (3) minutes, please feel free to arrange a meeting with the appropriate administrative or

elected official. In the Council Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you very much, in advance, for your cooperation.

Pledge of Civility

A resolution was adopted by the Mayor and City Council of the City of North Miami Beach recognizing the importance of civility, decency, and respectful behavior in promoting citizen participation in a democratic government. The City of North Miami Beach calls upon all residents, employees, and elected officials to exercise civility toward each other. (Resolution Nos. R2007-57, 11/06/07 and R2011-22, 4/26/11)

7. APPOINTMENTS - None

8. CONSENT AGENDA

8.1 Regular Meeting Minutes of September 20, 2012 (City Clerk Pamela L. Latimore)

8.2 Regular Meeting Minutes of January 15, 2013 (City Clerk Pamela L. Latimore)

8.3 Resolution No. R2013-8 (Chief Procurement Officer Brian K. O'Connor)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY'S AGREEMENT WITH CONTROL COMMUNICATIONS, INC. FOR THE TWO-WAY RADIO NARROWBANDING AND UPGRADE PROJECT FOR THE PUBLIC SERVICES DEPARTMENT; INCREASING THE MONETARY AMOUNT OF THE AGREEMENT BY \$14,288.50 FOR A TOTAL AGREEMENT AMOUNT OF \$114,541.50; PROVIDING EQUIPMENT OPTIONS AND SERVICES; AND PROVIDING TRADE-IN PROMOTION AND CREDITS.

8.4 Resolution No. R2013-9 (Chief Procurement Officer Brian K. O'Connor)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CITYWORKS CONSTRUCTION, LLC, FOR THE MISHCON MULTI-PURPOSE BALLFIELD PROJECT.

8.5 Resolution No. R2013-10 (Chief Procurement Officer Brian K. O'Connor)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY'S AGREEMENT WITH SUPERIOR LANDSCAPING & LAWN SERVICE, INC. FOR CITYWIDE LANDSCAPE AND LAWN MAINTENANCE BY ADDING SILVERMAN PARK TO THE SCOPE OF SERVICES; AND INCREASING THE MONETARY AMOUNT OF THE AGREEMENT BY \$14,074.00 FOR A TOTAL AGREEMENT AMOUNT OF \$269,743.00.

8.6 Resolution No. R2013-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT DATED OCTOBER 30, 2008 WITH AMERICAN TRAFFIC SOLUTIONS, INC. ("ATS") FOR A TRAFFIC SAFETY PROGRAM.

9. CITY MANAGER'S REPORT

9.1 Forfeiture (LETF) Appropriation Request (Chief of Police Larry Gomer)

The police department is requesting \$650,000 appropriation approval from the State/Local Federal (Justice) Trust Fund, \$75,000 from the Federal (Treasury) Trust Fund and \$1,224,000 from the State/Local Trust Fund.

10. CITY ATTORNEY'S REPORT

10.1 Litigation List

As of February 19, 2013.

11. MAYOR'S DISCUSSION

12. MISCELLANEOUS ITEMS - *None*

13. WAIVER OF FEE - *None*

14. BUSINESS TAX RECEIPTS - *None*

15. DISCUSSION ITEMS - *None*

16. LEGISLATION

16.1 Ordinance No. 2013-3 - First Reading by Title Only (City Clerk Pamela L. Latimore)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RELATING TO MUNICIPAL ELECTIONS; CHANGING THE DATE FOR THE CITY OF NORTH MIAMI BEACH MUNICIPAL RUNOFF ELECTION NOW SCHEDULED FOR MAY 14, 2013 TO MAY 21, 2013 AND TO ADJUST THE TERMS OF OFFICE OF SITTING COUNCILPERSONS NECESSITATED BY SUCH CHANGE OF DATE, AS REQUESTED BY THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS AND AS AUTHORIZED BY FLORIDA STATUTES 166.021(4) AND 100.3605(2); PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

16.2 Ordinance No. 2013-4 First Reading by Title Only (City Clerk Pamela L. Latimore)

AN ORDINANCE AMENDING CHAPTER VII, SECTION 7-14(b), OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; PROVIDING FOR "EARLY VOTING" FOR MAYOR AND CITY COUNCIL ELECTIONS TO BE HELD IN MAY, 2013; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

17. CITY COUNCIL REPORTS

18. NEXT REGULAR CITY COUNCIL MEETING - Tuesday, March 5, 2013

19. ADJOURNMENT



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
DATE: Tuesday, February 19, 2013

RE: Regular Meeting Minutes of September 20, 2012 (City Clerk Pamela L. Latimore)

BACKGROUND:

RECOMMENDATION: Approval.

FISCAL IMPACT:

CONTACT PERSON(S): Pamela L. Latimore, City Clerk

ATTACHMENTS:

- [Regular Meeting Minutes of September 20, 2012](#)



CITY OF NORTH MIAMI BEACH
City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, September 20, 2012
7:30 PM

Mayor George Vallejo
Vice Mayor Frantz Pierre
Councilman Philippe Derosé
Councilwoman Barbara Kramer
Councilwoman Marlen Martell
Councilwoman Phyllis S. Smith
Councilwoman Beth E. Spiegel

City Manager Lyndon L. Bonner
City Attorney Darcee S. Siegel
City Clerk Pamela L. Latimore, CMC

REGULAR MEETING MINUTES

1. ROLL CALL OF THE CITY OFFICIALS

The meeting was called to order at 7:45 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Frantz Pierre and Council Members Philippe Derosé, Barbara Kramer, Marlen Martell, Phyllis S. Smith, and Beth E. Spiegel. Also, present were City Manager Lyndon L. Bonner, City Attorney Darcee S. Siegel and City Clerk Pamela L. Latimore.

2. INVOCATION – City Manager Lyndon L. Bonner

3. PLEDGE OF ALLEGIANCE

4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA

4.1 Withdrawal of Item 5.2 (Presentations) to the first Council Meeting in October

4.2 Request to move Item 16.1 (Legislation) to before Business Tax Receipts

4.3 Request by Councilwoman Spiegel to pull Items 8.1 and 8.2 (Consent Agenda) to be taken before Business Tax Receipts.

4.4 Withdrawal of Item 5.1 (Presentations)

5. PRESENTATIONS/DISCUSSIONS

5.1 Legislative Update by Representative Joseph A. "Joe" Gibbons – **WITHDRAWN** (see Item 4.4)

5.2 Proclamation Recognizing September 2012 as Childhood Cancer Awareness Month (Mayor George Vallejo) – **WITHDRAWN** (see Item 4.1)

5.3 Recognition of North Miami Beach Police Department Street Crimes Unit (Mayor George Vallejo)

6. PUBLIC COMMENT

City Clerk Latimore read the rules of Public Comment into the record. The following person(s) made comments on the record:

1. Charles Loeb – 16800 N.E. 15th Avenue, North Miami Beach, FL
2. Rolland Veilleux – 13730 Highland Drive, North Miami Beach, FL
3. Bruce Lamberto – 3420 N.E. 165th Street, North Miami Beach, FL
4. Mubarak Kazan – 15564 N.E. 12th Avenue, North Miami Beach, FL
5. Richard Reiss – 23 N.W. 169th Street, North Miami Beach, FL

7. APPOINTMENTS

7.1 Appointment of Vice Mayor

MOTION by Vice Mayor Pierre, seconded by Councilwoman Smith, to appoint Councilwoman Barbara Kramer to Vice Mayor effective October 1, 2012. **(Passes 7 – 0)**

7.2 General Employee's Retirement Plan

MOTION by Vice Mayor Pierre, seconded by Councilwoman Kramer, to appoint Larry Gordon (Re-appointment) to the General Employee's Retirement Plan. **(Passes 7– 0)**

8. CONSENT AGENDA

8.3 Resolution No. R2012-73

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, SUPPORTING THE MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST'S EFFORTS TO RAISE COMMUNITY AWARENESS IN PROMOTING ETHICAL GOVERNMENT BY HOSTING AN "ETHICAL GOVERNANCE DAY" ON OCTOBER 12, 2012.

MOTION by Councilman Derose, seconded by Councilwoman Martell, to approve the Consent Agenda Item 8.3. (Approved 7 – 0)

9. CITY MANAGER'S REPORT

9.1 Tropical Storm Isaac Closeout Update

9.2 5-Year Operation & C.I.P. Budget

Councilwoman Kramer directed City Manager Bonner to have the 5-Year Operation & C.I.P. Budget available online.

9.3 Transition Update

City Manger Lyndon L. Bonner informed Council that he has worked with Assistant City Managers Weisblum and Serda and brought them up to date on the items that are pending. He gave a short farewell speech and thanked Mayor and Council for the opportunity to serve.

Councilwoman Spiegel discussed her concerns with City Manager Bonner in reference to the School Board agreement and a letter from Mr. Michael Goldstein (representing Antigua at NMB Development, LLC).

Councilwoman Smith asked that they have a discussion at a Council Conference on whether they should charge fees for the use of city facilities to the School Board.

10. CITY ATTORNEY'S REPORT

City Attorney Siegel reported that the City was successful in having a 1993 Civil rights False Arrest Case dismissed in Federal Court.

City Attorney Siegel also reported that the the site plan approvals for Mishcon Park and for Lorenzo's will be coming before Council as a result of the Planning and Zoning Board meeting this month.

11. MAYOR'S DISCUSSION – None

12. MISCELLANEOUS ITEMS – None

13. WAIVER OF FEE – None

(Items 8.1 and 8.2 were pulled from the Consent Agenda)

8.1 Resolution No. R2012-71

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH WELLS FARGO INSURANCE SERVICES, USA, INC., THE FIRST-RANKED FIRM, TO SERVE AS THE BROKER OF RECORD FOR THE CITY OF NORTH MIAMI BEACH, AND IF UNABLE TO REACH AN AGREEMENT, THEN PROCEED TO NEGOTIATE WITH THE SECOND-RANKED FIRM, WILLIS OF FLORIDA.

Mayor Vallejo asked for staff to explain the term “broker of record”. A broker of record is an agent designated by the policy holder to represent and manage the policyholder's insurance policy. Assistant City Manager Serda explained that the City put out a bid seeking services to help us with our employee medical benefits and they will handle the selection and open enrollment.

Mayor Vallejo opened the item for public comment. None

Public comment close.

Mayor and Council discussed the item.

MOTION by Councilman Derose, seconded by Councilwoman Smith, to adopt **Resolution No. R2012-71. (Adopted 7-0)**

8.2 Resolution No. R2012-72

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, CREATING A POLICY AND PROCESS TO FUND COMMUNITY NON-PROFIT GROUPS UTILIZING CITY MONEY.

MOTION by Councilman Derose, seconded by Councilwoman Smith, to adopt **Resolution No. R2012-72. (Adopted 7 – 0)**

Mayor Vallejo asked City Attorney Siegel to explain the item. City Attorney Siegel explained that this came about from concerns by some Council members, that there were no regulations or policy for City contributions to non-profit groups. The resolution puts in some safeguards to make sure that none of the City's money or that any non-profit group utilizing City funds would be abused in any way.

Mayor and Council discussed the item.

Councilwoman Spiegel suggested the resolution be amended to include that the non-profit group submit the previous year's tax return, their financial statement, and in sections three (3) where it reads "the activities must directly support goals of the City and its departments" and insert "and benefits its residents".

Councilwoman Smith suggests that once the ordinance has been approved it be given to any non-profit seeking funding from the City before they start the application process.

Councilwoman Martell suggested that the ordinance include the entities that use the city facilities. City Attorney Siegel recommended that if Council wants to amend the ordinance that instead of it saying "utilizing City money" maybe it should say "City money/value or goods".

MOTION by Councilwoman Spiegel, seconded by Councilman Derose, to amend Resolution No. R2012-72 to include the following: Section 2, 2nd line, to read community non-profit groups to receive public funds or the benefit of public funds, they have to submit a tax return for the most recent tax year prior to receiving funds, delete the requirement for audited financial statements, and insert in section three (3) must directly support goals of the City and its departments and benefit the City residents.

(Passes 7–0)

16.1 Ordinance No. 2012-24 – Second and Final Reading

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH AMENDING SECTION 13-52 OF THE ADULT ENTERTAINMENT CODE TO PROVIDE FOR THE ISSUANCE OF EXTENDED BUSINESS TAX RECEIPTS FROM 2:00 A.M. TO 4:00 A.M. AND FROM 4:00 A.M. TO 6:00 A.M. IN ACCORDANCE WITH SECTION 12-2.2(e) OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION by Councilman Derose, seconded by Councilwoman Martell, to adopt **Ordinance No. 2012-24, on Second and Final Reading.**

Mayor Vallejo opened item 16.1 for public comment:

1. Charles Loeb – 16800 N.E. 15th Avenue, North Miami Beach, FL
2. Mubarak Kazan – 15564 N.E. 12th Avenue, North Miami Beach, FL

Public comment closed.

Mayor and Council discussed the item.

ROLL CALL: Councilman Derose – **No**, Councilwoman Kramer – **Yes**, Councilwoman Martell – **Yes**, Vice Mayor Pierre – **Yes**, Councilwoman Smith – **No**, Councilwoman Spiegel – **Yes**, Mayor Vallejo – **Yes** (**Passes 5 - 2, on Second and Final Reading**)

14. BUSINESS TAX RECEIPTS

14.1 Douglas Gardens CMHC of Miami Beach, Inc., d/b/a Douglas Gardens A.C.L.F.

17000 - 17030 N.E. 21st Avenue
North Miami Beach, FL

MOTION by Councilman Derose, seconded by Councilwoman Smith, to approve the business tax receipt for **Douglas Gardens CMHC of Miami Beach, Inc., d/b/a Douglas Gardens A.C.L.F.** (**Approved 7 – 0**)

14.2 G5ive, LLC, d/b/a G5ive

337, 339, 341, 343, 345, 347, 349 N.W. 170th Street
North Miami Beach, FL

RECESS: Mayor Vallejo called for a 5 minute recess at 9:24 p.m. The meeting reconvened at 9:31 p.m.

Vice Mayor Pierre asked for Chief of Police Gomer give a report on any incidents at the location in the past year. Chief Gomer reported that there were six (6) incidents at the location. There were five vehicle robberies in the area; the victims were patrons at the establishment in question. Then there was a misunderstanding with management at the location as to the time the facility should be closed and that was resolved. He stated that other than that there have been no significant incidents at this location.

MOTION by Councilman Derose, seconded by Councilwoman Martell, to approve the business tax receipt for **G5ive, LLC, d/b/a G5ive.** (**Approved 7–0**)

14.3 Platinum South, Inc., d/b/a Dean’s Gold

2355 N.E. 163rd Street
North Miami Beach, FL

Councilwoman Kramer asked for Chief of Police Gomer give a report on any incidents at the location in the past year. Chief Gomer reported that there were only minor incidents at the location.

MOTION by Councilman Derose, seconded by Councilwoman Martell, to approve the business tax receipt for **Platinum South, Inc. d/b/a Dean’s Gold.** (**Approved 7–0**)

14.4 SMG Entertainment, Inc., d/b/a Swinging Richards

17450 Biscayne Boulevard
North Miami Beach, FL

Councilwoman Smith asked for Chief of Police Gomer to give a report on any incidents at the location in the past year. Chief Gomer reported that there were only minor incidents at the location.

MOTION by Councilman Derose, seconded by Councilwoman Kramer, to approve the business tax receipt for **SMG Entertainment, Inc., d/b/a Swinging Richards. (Approved 7-0)**

15. DISCUSSION ITEMS

15.1 Review of Charter Employees' Contracts

City Attorney's Contract

City Attorney Siegel reviewed the changes to her that were agreed upon at the last council meeting. She has deleted from her contract the two (2) floaters and one (1) birthday floater. She has also adjusted the severance package, while federal law allows for up to twenty (20) weeks of severance, she changed her contract to twelve (12) weeks of severance and gave the Council an additional eight (8) weeks for them to determine if that was warranted by federal law.

Mayor and Council discussed the terms of the contract.

MOTION by Councilman Derose, seconded by Vice Mayor Pierre, to approve the City Attorney's contract. **(Approved 7-0)**

City Clerk's Contract

Mayor and Council discussed giving City Clerk Latimore to \$88,000.

Councilwoman Spiegel proposes that City Clerk Latimore give up her two (2) floaters and one (1) birthday floater. Councilwoman Spiegel thinks that there should be another contract because since her current contract was signed there were changes to the management health insurance. She would like the contract to state that the City Clerk is receiving the management health plan. She suggested that the cell phone allowance be rolled into the City Clerk's salary to bring it in line with the other contracts.

City Clerk agreed to give up the two (2) floaters and one (1) birthday floater, she agrees to the health plan coming in line with management health plan.

MOTION by Councilwoman Kramer, seconded by Councilwoman Martell, to approve the City Clerk's contract with a raise to \$80,000, removing the two (2) floaters and one (1) birthday floater and bringing the contract in line with the terms with the other Charter employees' contracts. **(Failed 3 - 4, Yes - Kramer, Yes - Martell, Yes - Spiegel)**

MOTION by Vice Mayor Pierre, seconded by Councilman Derose, to approve the City Clerk's contract with a raise to \$85,000. **(Failed 3 - 4, Yes - Derose, Yes - Pierre, Yes - Vallejo)**

Mayor and Council discussed the premise of a raise for the City Clerk.

MOTION by Councilwoman Martell, seconded by Councilwoman Smith, to approve the City Clerk's contract with a raise to \$79,000, removing the two (2) floaters and one (1) birthday floater and rolling over the cell phone allowance into her salary. **(Failed 2 – 5, Yes – Kramer, Yes – Martell)**

MOTION by Vice Mayor Pierre, seconded by Councilman Derose, to approve the City Clerk's contract with a raise to \$82,500 removing the two (2) floaters and one (1) birthday floater, rolling over the cell phone allowance to her salary, bringing the contract in line with the other employee contract. **(Approved 6 – 1, No – Smith)**

City Attorney Siegel was directed to revise the City Clerk's contract to be in line with the other Charter employees' contract.

Mayor and Council discussed having some performance guidelines in place for the three employees as suggested by Vice Mayor Pierre.

Appointment of the City Manager

Mayor and Council discussed the appointment of Roslyn Weisblum to the City Manager position.

MOTION by Vice Mayor Pierre, seconded by Councilwoman Kramer, to appoint Assistant City Manager Roslyn Weisblum to the position of City Manager effective October 1, 2012. **(Approved 7 – 0)**

Mayor and Council discussed pay and benefits package for Roslyn Weisblum.

MOTION by Councilwoman Martell, seconded by Councilman Derose, to table until the next council meeting on October 2, 2012 the approval of the contract for City Manager Roslyn Weisblum. **(Approved 7 – 0)**

RECESS: Mayor Vallejo called for a 5 minute recess at 10:46 p.m. The meeting reconvened at 10:51 p.m.

There was a consensus by Council to cut off debate. **(Passed 5 – 2, No – Pierre, No – Vallejo)**

17. CITY COUNCIL REPORTS

Councilman Derose wished the Jewish community a Happy Holiday. Next Monday the Beautification Division will start tree trimming throughout the City. Two (2) weeks ago he met a gentleman from the City of Miami, he is an elevator inspector. From their conversation Councilman Derose stated that this is something the City should look into to generate revenue. Instead of businesses going to the County for the elevator inspection it could be done here at the City. He directed staff to contact Mr. Rolland Veilleux of Highland Village to find out what his concerns are for that area.

Councilwoman Kramer wished the Jewish community, colleagues, and staff a Happy and Healthy New Year. She would also like to let the Jewish community know that the City Forrester and the Public Services Department have planned to prune all the palm trees just before Sukkot. Palm fronds will be available to everyone in the community with proof of residence in the City starting next Thursday and Friday on a first come first serve basis. Cultural Cinema night was a success, the featured film was "Stand and Deliver". She took a moment to thank Mr. Bonner for guiding them through a difficult time in the City, and for teaching them how a budget should be tackled. She has enjoyed working with him on many City events and appreciated his unique outlook, and some of his management style. She wishes him the best of luck on all his future endeavors.

Councilwoman Martell thanked City Manager Bonner for his dedication and professionalism and wishes him the best. She also wishes the Jewish community a Happy Holiday. The Civil Service Board meeting will be held on Monday at 5:15 p.m. She also expressed the importance of the community to volunteer for the various boards and get involved.

Councilwoman Smith congratulated Roslyn Weisblum on her appointment to the City Manager position and thanked Mr. Bonner for his guidance in reaching an agreement that's good for our City and residents. She wished him and his family the best. The Commission on Aging/Senior Citizens Advisory Board had a meeting this week and planned their first two outings. She mentioned two (2) restaurants in the City, Sports Grill at 2995 N.E. 163rd Street and The Greenhouse at 3207 N.E. 163rd Street to encourage the residents to support the local restaurants and business in the City. She mentioned the importance of showing support for eliminating childhood cancer by wearing a gold ribbon. She wished the Jewish community a Happy and Safe New Year.

Councilwoman Spiegel informed residents that the Commission on the Status of Women will be meeting on Monday, October 1, 2012. She encouraged residents to volunteer to serve on the various boards in the City. She asked for any CPA's or Accountants in the City to volunteer their services for a program that the Commission on the Status of Women would like to offer to the City residents. The Planning and Zoning meeting has been moved to Monday, October 15, 2012. She also reminded everyone that the Domestic Violence Walk will be on Saturday, October 6, 2012. Contact Renee Darden in the Police Department for more information and encouraged everyone to come out and support a very good cause.

Vice Mayor Pierre wished the Jewish community a Happy and Health New Year. His first order of business for Assistant City Manager Roslyn Weisblum, when she transitions to the City Manager position, is to get together with the City Attorney and the City Clerk to get ready for the Charter Review. He reminded the students and parents that the North Miami Beach Library is open.

Mayor Vallejo also encouraged the community to come out and support the Domestic Violence Walk. At the October 2, 2012 Council Meeting he will be presenting the Proclamation in Recognition of Childhood Cancer Awareness Month to Dr. and Mrs Vanni who were not able to be there tonight. He thanked City Manager Lyndon L. Bonner for everything he has done and wishes him well on his future endeavors. He wished the Jewish community a Happy New Year.

18. NEXT REGULAR CITY COUNCIL MEETING

Tuesday, October 2, 2012

19. ADJOURNMENT

There being no further business to come before the City Council, Meeting was adjourned at 11:14 p.m.

ATTEST:

(S E A L)

Pamela L. Latimore
City Clerk



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Pamela L. Latimore
DATE: Tuesday, February 19, 2013

RE: Regular Meeting Minutes of January 15, 2013 (City Clerk Pamela L. Latimore)

BACKGROUND:

RECOMMENDATION: Approval.

FISCAL IMPACT:

CONTACT PERSON(S): Pamela L. Latimore, City Clerk

ATTACHMENTS:

☐ [Regular Meeting Minutes of January 15, 2013](#)



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City Manager Roslyn Weisblum
City Attorney Darcee S. Siegel
City Clerk Pamela L. Latimore, CMC

REGULAR MEETING MINUTES

1. ROLL CALL OF THE CITY OFFICIALS

The meeting was called to order at 7:46 p.m. Present at the meeting were Mayor George Vallejo, Vice Mayor Barbara Kramer, and Council Members Philippe Derosé, Marlen Martell, Frantz Pierre, Phyllis S. Smith, and Beth E. Spiegel. Also, present were City Manager Lyndon L. Bonner, City Attorney Darcee S. Siegel and City Clerk Pamela L. Latimore.

2. INVOCATION – Minister Jamila Rauf, New Birth Baptist Church

3. PLEDGE OF ALLEGIANCE

4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA

4.1 Withdrawal of Item No. 7.2 Appointments – Civil Service Board (Stephanie Kienzle)

4.2 Item 16.1 was moved before Item 7. Appointments on the dais by Mayor Vallejo.

5. PRESENTATIONS/DISCUSSIONS

5.1 Certificate of Appreciation to Publix General Manager Prince Sajous – 14641 Biscayne Boulevard (Councilwoman Marlen Martell)

5.2 Certificate of Appreciation to Winn Dixie General Manager Gregory Reese – 3805 N.E. 163 Street (Councilwoman Marlen Martell)

6. PUBLIC COMMENT

City Clerk Latimore read the rules of Public Comment into record. The following person(s) spoke on the record:

1. Charles Loeb – 16800 N.E. 15th Avenue, North Miami Beach, FL
2. Muriel Kemp – 1479 N.E. 178th Street, North Miami Beach, FL
3. Richard Riess – 23 N.W. 169th Street, North Miami Beach, FL
4. Mubarak Kazan – 15564 N.E. 12th Avenue, North Miami Beach, FL
5. Carmen Kienzle – 1653 N.E. 178th Street, North Miami Beach, FL

Mayor Vallejo directed City Manager Weisblum to get with Mr. Kienzle regarding his comment and report back to Council.

Point of Privilege: Councilwoman Spiegel addressed parents of children that ride bikes in the street. She asked parents to have their children follow the traffic rules and regulations when riding their bikes in the street and remember “Safety First”.

Item moved for Legislation (See Item 4.2)

16.1 Resolution No. R2013-3

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO TRANSFER A TOTAL OF \$20,000.00 FROM THE COUNCIL'S CONTINGENCY ACCOUNT TO THE COUNCIL'S PROMOTIONAL ACTIVITIES ACCOUNT WITH \$10,000.00 BEING FUNDED FOR THE NORTH MIAMI BEACH YOUTH ATHLETIC CLUB, AND \$10,000.00 BEING FUNDED FOR THE NORTH MIAMI BEACH LITTLE LEAGUE, INC.; AND WAIVING RENTAL FEES FOR THE USE OF THE MCDONALD CENTER AND THE JULIUS LITTMAN PERFORMING ARTS THEATER FOR EACH ORGANIZATION'S ANNUAL AWARD CEREMONY.

City Manager Weisblum gave a brief explanation of the resolution.

Mayor Vallejo opened the item for public comment. The following spoke on the item:

1. George Gabriel – 1426 N.E. 154th Street, North Miami Beach, FL
2. Andrew Rier – 10800 Biscayne Boulevard, North Miami Beach, FL
3. Anthony DeFillipo – 1458 N.E. 177th Street, North Miami Beach, FL
4. Richard Raphael, President of the Miami-Dade Extreme Youth Football League – N/A
5. Jeff Levin – 18650 N.E. 21st Avenue, North Miami Beach, FL
6. Reza Pedraum – 19051 N.E. 20 Court, North Miami Beach, FL
7. Richard Riess – 23 N.W. 169th Street, North Miami Beach, FL
8. Mubarak Kazan – 15564 N.E. 12th Avenue, North Miami Beach, FL

Public Comment Closed.

Councilwoman Smith give a friendly suggestion that Section 2, where it reads to give the Jules Littman Theatre and the Yes Center for the awards with no cost may create a lot of problems in the future with other organizations.

MOTION by Councilwoman Smith to remove Section 2 from the resolution. Motion dies for the lack of a second.

Mayor and Council discussed the item.

MOTION by Councilman Derose, seconded by Councilwoman Kramer, to adopt **Resolution No. 2013-3. (Adopted 7-0)**

7. APPOINTMENTS

7.1 Appointment of Vice Mayor (City Clerk Pamela L. Latimore)

Councilwoman Marlen Martell

MOTION by Councilman Derose, seconded by Councilman Pierre, to appoint Councilwoman Marlen Martell as Vice Mayor effective February 5, 2013. **(Approved 7-0)**

7.2 Civil Service Board (Councilwoman Marlen Martell) ~~WITHDRAWN~~

Stephanie Kienzle

7.3 Commission on Aging/Senior Citizens Advisory Board (Councilwoman Phyllis S. Smith)

Gladys Theronier

MOTION by Councilwoman Smith, seconded by Councilman Pierre, to appoint Gladys Theronier to the Commission on Aging/Senior Citizens Advisory Board. **(Approved 7-0)**

8. CONSENT AGENDA

8.1 Regular Meeting Minutes of August 21, 2012

8.2 Budget Hearing #1 Meeting Minutes of September 4, 2012

8.3 Regular Meeting Minutes of September 4, 2012

8.4 Regular Meeting Minutes of October 2, 2012

8.5 Regular Meeting Minutes of October 16, 2012

8.6 Rescheduled Meeting Minutes of November 7, 2012

8.7 Regular Meeting Minutes of December 4, 2012, as corrected

8.8 Special Meeting Minutes of October 10, 2012

8.9 Resolution No. R2013-1

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH RISK MANAGEMENT ASSOCIATES, INC., THE FIRST RANKED FIRM, TO SERVE AS THE INSURANCE BROKER FOR THE CITY OF NORTH MIAMI BEACH, AND IF UNABLE TO REACH AN AGREEMENT, THEN PROCEED TO NEGOTIATE WITH THE SECOND

RANKED FIRM, WELLS FARGO INSURANCE SERVICES USA, INC., AND IF UNABLE TO REACH AN AGREEMENT, THEN PROCEED TO NEGOTIATE WITH THE THIRD RANKED FIRM, ARTHUR J. GALLAHER RISK MANAGEMENT SERVICES, INC.

8.10 Resolution No. R2012-2

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA TURF AND LANDSCAPE HORTICULTURE, INC. FOR LOT I: REMOVAL OF TREES AND PALMS; AND TROPIC LANDSCAPING & LAWN MAINTENANCE, INC. FOR LOT II: PURCHASE AND INSTALLATION OF TREES AND PALMS, FOR TREES AND PALMS PURCHASE AND REMOVAL SERVICES, AS NEEDED, FOR THE CITY OF NORTH MIAMI BEACH.

MOTION by Councilman Derosé, seconded by Councilwoman Martell, to approve the Consent Agenda. (Approved 7-0)

9. CITY MANAGER'S REPORT

9.1 Report on City Manager's Plan for October thru December 2012

A short presentation was made by I.T. Director Patrick Rosiak in regards to upgrades to the City's website for accessing the City Council Meetings, Agendas and Minutes.

10. CITY ATTORNEY'S REPORT

10.1 Litigation List

11. MAYOR'S DISCUSSION

On Thursday he attended the Miami-Dade Delegation to the Florida Legislature at Florida Memorial College. He presented issues that were important to North Miami Beach. The first one is not to restrict the water utility surcharge, he also addressed the pension proposal letter that was circulated from the Florida League of Cities and how that would affect the City in our attempt to address our pension issues. Finally, he brought forward some stormwater draining projects that the we would like to get some help from the state to fund those projects.

12. MISCELLANEOUS ITEMS - None

13. WAIVER OF FEE – None

14. BUSINESS TAX RECEIPTS – None

15. DISCUSSION – None

16. LEGISLATION

16.2 Ordinance No. 2012-35 – Second and Final Reading

AN ORDINANCE AMENDING CHAPTER II OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED "STRUCTURE OF CITY GOVERNMENT";

AMENDING SECTION 2-44, ENTITLED "CHARTER REVIEW BOARD" BY CHANGING THE NAME OF THE BOARD, THE TERMS AND METHOD OF APPOINTMENTS TO THE COMMITTEE, AND CHANGING THE COMPOSITION OF THE BOARD TO BE CONSISTENT WITH THE CITY'S CHARTER SECTIONS 119-121; DELETING THE ANNUAL REPORT REQUIREMENT; AND CREATING A QUORUM REQUIREMENT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION by Councilman Derose, seconded by Councilwoman Kramer, to adopt **Ordinance No. 2012-35** on second and final reading.

Mayor Vallejo opened the item for public comment: None

Public Comment Closed.

Councilwoman Spiegel directed City Clerk Latimore to send letters out to the Charter Review Committee and also directed both City Clerk Latimore and City Attorney Siegel to set a date in February for the first meeting.

ROLL CALL VOTE: Derose - Yes, Kramer - Yes, Martell - Yes, Pierre – Yes, Smith - Yes, Spiegel - Yes, Vallejo – Yes (Passed 7 - 0)

16.3 Ordinance No. 2012-36 – Second and Final Reading

AN ORDINANCE AMENDING CHAPTER XXIV OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED "ZONING AND LAND DEVELOPMENT CODE" BY AMENDING SECTION 24-147.2, ENTITLED "TEMPORARY SIGNS ALLOWED"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION by Councilman Derose, seconded by Councilwoman Martell, to adopt **Ordinance No. 2012-36** on Second and Final Reading.

City Attorney Siegel gave a brief description of the item.

Mayor Vallejo opened the item for public comment. The following spoke on the item:

1. Charles Loeb – 16800 N.E. 15th Avenue, North Miami Beach, FL
2. Anthony DeFillipo – 1458 N.E. 177th Street, North Miami Beach, FL
3. Mubarak Kazan – 15564 N.E. 12th Avenue, North Miami Beach, FL

Public Comment Closed.

Mayor and Council discussed the item.

Councilwoman Spiegel stated that she would like to amend the ordinance to provide that signs can continue to be displayed, erected or installed starting February 1st and under the location of signs she would like to eliminate the last sentence.

MOTION by Councilwoman Martell, seconded by Councilwoman Spiegel, to amend the ordinance to change the date to February 1st.

ROLL CALL VOTE: Derose - **No**, Kramer - **No**, Martell - **Yes**, Pierre – **No**, Smith - **Yes**, Spiegel - **Yes**, Vallejo – **No** (**Failed 3 - 4**)

MOTION by Councilman Pierre, seconded by Councilwoman Spiegel, to amend the ordinance to delete the last sentence on page 3 under (b) Location of Signs.

Mayor and Council discussed the motion.

ROLL CALL VOTE: Derose - **Yes**, Kramer - **No**, Martell - **Yes**, Pierre – **Yes**, Smith - **No**, Spiegel - **Yes**, Vallejo – **No** (**Adopted 4 - 3**)

MOTION by Councilman Derose, seconded by Councilwoman Martell, to adopt **Ordinance No. 2012-36 on Second and Final Reading**, as amended.

ROLL CALL VOTE: Derose - **Yes**, Kramer - **Yes**, Martell - **No**, Pierre – **Yes**, Smith - **Yes**, Spiegel - **No**, Vallejo – **Yes** (**Adopted 5 - 2**)

MOTION made by Councilwoman Kramer, seconded by Mayor Vallejo to reconsider the **Ordinance No. 2012-36 on Second and Final Reading**, as amended.

ROLL CALL VOTE: Derose - **No**, Kramer - **Yes**, Martell - **Yes**, Pierre – **No**, Smith - **No**, Spiegel - **No**, Vallejo – **Yes** (**Failed 3 - 4**)

16.4 Ordinance No. 2013-1 – Second and Final Reading

AN ORDINANCE AMENDING CHAPTER II OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH ENTITLED "STRUCTURE OF CITY GOVERNMENT"; AMENDING SECTION 2-54 ENTITLED "PARKS AND BEAUTIFICATION COMMISSION" BY MODIFYING THE NUMBER OF MEMBERS OF THE COMMISSION (2-54.1), AMENDING THE TERMS BY DELETING THE PROCESS FOR THE INITIAL COMMISSION APPOINTEES (2-54.2), AND CREATING QUORUM CRITERIA (2-54.6); PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Siegel gave a brief explanation of the item.

Mayor Vallejo opened the item for public comment: None

Public Comment Closed.

MOTION by Councilman Derose, seconded by Councilwoman Smith, to adopt **Ordinance No. 2013-1 on Second and Final Reading**.

ROLL CALL VOTE: Derose - **Yes**, Kramer - **Yes**, Martell - **Yes**, Pierre – **Yes**, Smith - **Yes**, Spiegel - **Yes**, Vallejo – **Yes** (**Adopted 7-0**)

16.5 Ordinance No. 2012-33 – Third and Final Reading, as Amended

AN ORDINANCE ENACTING AMENDMENTS TO THE RETIREMENT PLAN AND TRUST FOR THE GENERAL MANAGEMENT EMPLOYEES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTION AGREEMENT, ADMINISTERED BY THE FLORIDA LEAGUE OF CITIES; ELIMINATING THE DEFERRED RETIREMENT OPTION PROGRAM (DROP); ELIMINATING THE BUY-BACK PROVISION; REDUCING THE MULTIPLIER; AMENDING THE COST OF LIVING ADJUSTMENT; AMENDING TERMINATION OF EMPLOYMENT AND VESTING; AMENDING THE NORMAL RETIREMENT DATE; AMENDING THE EARLY RETIREMENT CALCULATION; AMENDING THE COMPOSITION OF THE PLAN RETIREMENT COMMITTEE; AND CHANGING THE DEFINITION OF SALARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION by Councilman Derose, seconded by Councilman Pierre, to adopt **Ordinance No. 2012-33 on Third and Final Reading, as amended.**

Mayor Vallejo opens the item for public comment: None

Public Comment Closed.

ROLL CALL VOTE: Derose - Yes, Kramer - Yes, Martell - Yes, Pierre – Yes, Smith - Yes, Spiegel - Yes, Vallejo – Yes (Adopted 7-0)

17. CITY COUNCIL REPORTS

Councilman Derose – None

Vice Mayor Kramer wanted to remind everyone that ART NMB is on Friday, February 15, 2013 from 6:00 p.m. – 9:00 p.m. at the McDonald Center. There will be about thirty (30) artists coming to showcase their work and some will be for purchase as well. She is hoping that there will be Food Trucks here as well for your dining pleasure. This is a great way to bring Art and Culture to the northern part of Dade County.

Councilwoman Martell stated that last week, on January 9, 2013, there was an Economic and Development Summit that was very successful. She hopes that they can continue to have great events like this with the participation for local business owners. The Economic Development Commission meeting will be on Wednesday, January 16, 2013 at 5:30 p.m. on the 4th floor of City Hall. Next month she will start having community meetings at the various centers to meet with the residents. When she has worked out the details she will make an announcement at the Council meeting.

Councilwoman Pierre – None

Councilman Smith stated that the Commission on Aging/Senior Citizens Advisory Board will be meeting tomorrow, Wednesday, January 16, 2013 at 10:00 a.m. on the 2nd floor of City Hall. She will have more information on when they will start the book club and the next senior citizens trip will be to the Metro Zoo on Thursday.

Councilwoman Spiegel reminded everyone that recycling will be picked up on Wednesday, January 23, 2013.

City Clerk Latimore announced that in conjunction with the Miami-Dade Elections Department, Miami-Dade Ethics Commission, and North Miami Beach Office of the City Clerk, they will be hosting a Campaign Seminar. It will be held in the McDonald Center on March 11, 2013 and it will be open to the public.

Mayor Vallejo – None

18. NEXT REGULAR CITY COUNCIL MEETING

Tuesday, February 5, 2013

19. ADJOURNMENT

There being no further business to come before the City Council, Meeting was adjourned at 10:15 p.m.

ATTEST:

(S E A L)

Pamela L. Latimore
City Clerk



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Roslyn B. Weisblum, City Manager
DATE: Tuesday, February 19, 2013

RE: Resolution No. R2013-8 (Chief Procurement Officer Brian K. O'Connor)

BACKGROUND: The City of North Miami Beach issued an Invitation to Bid (ITB) 2012-17 for the radio system narrowbanding and upgrade project and adopted Resolution R2012-79 to execute an agreement with Control Communications, Inc. on November 7, 2012.

The City of North Miami Beach is revising the scope of work for the infrastructure phase, requesting additional options and services, and at the same time trading in equipment, creating a cost differential of \$14,288.50.

If approved, Change order No.1 will allow a 50% overall improvement in system operational capacity, talk groups, and throughput performance; an improved method of dispatching, monitoring, and managing of the radio system; and the elimination of a sub-standard back-up site, which had no emergency power or city limits capability. Also, the City will save money and will experience a cost effective and more reliable data link connecting the City's IT server with the prime radio site, while eliminating the need for leased data circuit with monthly recurring costs.

RECOMMENDATION: It is the staff's recommendation that Change order No. 1 be approved to finalize the project and obtain all benefits listed above.

FISCAL IMPACT: Original contract amount: \$ 100,253.00
Amount increased with Change order No.1:\$14,288.50

New contract amount: \$114,541.50
Total Percentage of increase: 14.25%
Account: 410900-533830

CONTACT PERSON(S):

Brian K. O'Connor, Chief Procurement Officer
Shari Kamali, Director of Public Services

ATTACHMENTS:

- ▣ [Resolution No. R2013-8](#)
- ▣ [Change Order No.1](#)

RESOLUTION NO. R2013-8

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY'S AGREEMENT WITH CONTROL COMMUNICATIONS, INC. FOR THE TWO-WAY RADIO NARROWBANDING AND UPGRADE PROJECT FOR THE PUBLIC SERVICES DEPARTMENT; INCREASING THE MONETARY AMOUNT OF THE AGREEMENT BY \$14,288.50 FOR A TOTAL AGREEMENT AMOUNT OF \$114,541.50; PROVIDING EQUIPMENT OPTIONS AND SERVICES; AND PROVIDING TRADE-IN PROMOTION AND CREDITS.

WHEREAS, the City of North Miami Beach ("City") issued an Invitation to Bid (ITB) 2012-17 for the furnishing of all labor, equipment and materials for the narrowbanding and upgrade of the City's Public Services Department two-way radio system; and

WHEREAS, the City of North Miami Beach ("City") approved and adopted Resolution R2012-79 to execute an agreement with Control Communications, Inc.; and

WHEREAS, the City of North Miami Beach is revising the scope of work for the infrastructure phase, requesting options and services, and at the same time trading in equipment, creating a cost differential of \$14,288.50; and

WHEREAS, Change Order No. 1 will allow a 50% overall improvement in system operational capacity, talk groups, and performance; an improved method of dispatching, monitoring, and managing of the radio system; and the elimination of a sub-standard back-up site, which had no emergency power or outside city limits capability; and

WHEREAS, by executing Change Order No. 1, the City will save money and will experience a cost effective and more reliable data link connecting the City's IT server with the

RESOLUTION NO. R2013-8

prime radio site, while eliminating the need for a leased data circuit with monthly recurring costs; and

WHEREAS, a consolidated back-up system at City Hall, all under emergency generator power, will support, preserve and protect radio communications in the event of a catastrophic failure to the City's primary radio site.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to execute Change Order No. 1 to the original agreement between the City and Control Communications, Inc, increasing the agreement amount by \$14,288.50 for a total agreement amount of \$114,541.50 for the narrowbanding and upgrade project, as outlined in Exhibit "A", which is incorporated herein by reference, in a form acceptable to the City Attorney.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this _____ **day of February, 2013.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and Council



CHANGE ORDER No.1

CONTRACT NO. 2012-17 TWO-WAY RADIO SYSTEM NAROWBANDING AND UPGRADE
AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND CONTROL
COMMUNICATIONS, INC

DATE OF ISSUANCE: January 31, 2013

This addendum is issued to modify the previously issued contract and/or given for informational purposes, and is hereby made a part of the contract documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

The City of North Miami Beach is revising the scope of work for the infrastructure phase and is requesting options and services and at the same time trading in equipment creating a cost differential of \$14,288.50.

The recommended radio system changes provide the City of North Miami Beach with the following:

1. A 50% overall improvement in system operational capacity, talk groups, and throughput performance.
2. An improved method of dispatching, monitoring, and managing of the radio system.
3. A consolidated back-up system at City Hall, all under emergency generator power, to support radio communications in the event of a catastrophic failure of the City’s primary radio site.
4. The elimination of a substandard back-up site, with no emergency power, and outside of the city limits.
5. A cost effective and more reliable data link which connects the City’s IT server with the prime radio site, while eliminating the need for a leased data circuit with monthly recurring costs.

See attached list of equipment and description of services.

Total dollar amount added to the contract: \$14,288.50

Original contract amount:	\$ 100,253.00
Amount increased with Change order No.1:	\$14,288.50
New contract amount:	\$114,541.50
Total Percentage of increase:	14.25%
Account:	410900-533830

CONTROL COMMUNICATIONS, INC

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

CITY OF NORTH MIAMI BEACH

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Roslyn B. Weisblum, City Manager
DATE: Tuesday, February 19, 2013

RE: Resolution No. R2013-9 (Chief Procurement Officer Brian K. O'Connor)

BACKGROUND:

The City of North Miami Beach issued Invitation to Bid (ITB) No. 2012-27 to contract with a qualified contractor for the furnishing of all labor, equipment, and materials for the construction of a 1.6-acre sodded ballfield along with the installation of a new 30-car parking lot, paving, draining and landscaping infrastructure.

The project is funded by The Community Development Block Grant Program (CDBG) and the procurement process has been reviewed and approved by them.

On August 16, 2011, the City approved and adopted Resolution R2011-43 to approve and Interlocal Agreement between the City and Miami-Dade County for a Community Development Block Grant for renovations to Mishcon Park Ball Field for an amount not to exceed \$500,000.

On November 7, 2012, the City approved and adopted Resolution R2012-75 to grant site plan approval, in order to construct a 57,600 square foot multi-purpose sports field and related parking and fencing on a two (2) acre parcel of land

Notices were electronically sent to 1074 potential, local and national vendors via DemandStar. Additionally, registered City of North Miami Beach vendors under the commodity(s) matching this project's scope were notified via email or phone.

Advertisements were placed in the Daily Business Review on December 26, 2012. Signs and Bid Notices were posted in the City Hall Lobby under Public Notices. The Bid (available for

download) and a brief description were posted on the City's website.

The City took receipt of fourteen submittals on January 28, 2013

RECOMMENDATION:

It is the evaluation committee's recommendation that the bid be awarded to the lowest most responsive, responsible bidder, **Cityworks Construction, LLC**.

PROPOSED VENDOR:

Cityworks Construction, LLC

20356 NE 16th Place. Miami. FL 33179

FISCAL IMPACT:

Budget: \$ 530,000

Expenses: \$ 465,499.03

Account number 1: 144851-519830

Account number 2: 010800-534820

Project number: 961201-633463

CONTACT PERSON(S):

Shari Kamali, Public Services Director

Brian K. O'Connor, Chief Procurement Officer

ATTACHMENTS:

- ❑ [Tabulation](#)
- ❑ [Administrative review](#)
- ❑ [Resolution No. R2013-9](#)
- ❑ [Exhibit A](#)

2012-27 MISHCON MULTI-PURPOSE BALLFIELD

BID TABULATION

VENDOR NAME			ABC	CARIBE	CARIVON	CITYWORKS	FHP	GEC	JB BUILDERS	JCM	KAILAS	LEGO	MBR	SELDIN	V	WEST
Item No.	Quantity	Description	CONSTRUCTION			CONSTRUCTION	TECHNICS	ASSOCIATES		DEVELOPMENT		CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	ENGINEERING	CONSTRUCTION
1	Aggregate Sum	General Conditions/Administration														
			\$88,000.00	\$69,000.00	\$46,200.00	\$56,621.10	\$67,406.15	\$94,947.00	\$46,995.58	\$34,592.09	\$17,402.08	\$67,010.00	\$58,207.00	\$136,155.00	\$15,000.00	\$45,700.00
2	Aggregate Sum	For performing demolition, clearing and grubbing and implementing sediment control plan for ballfield only.														
			\$25,000.00	\$30,000.00	\$38,830.00	\$10,852.89	\$29,661.81	\$20,791.00	\$13,558.71	\$35,756.71	\$49,821.06	\$137,692.00	\$10,000.00	\$44,065.00	\$92,000.00	\$10,700.00
3	Aggregate Sum	For performing demolition, clearing and grubbing and implementing sediment control plan for parking lot.														
			\$10,000.00	\$8,000.00	\$6,960.00	\$19,369.06	\$3,041.66	\$7,387.00	\$15,393.35	\$19,167.39	\$18,501.00	\$68,846.00	\$11,500.00	\$11,051.00	\$57,000.00	\$19,500.00
4	Aggregate Sum	For performing earthwork including importing fill and providing finished grades for the installation of sod and landscaping for ballfield only.														
			\$44,400.00	\$152,000.00	\$156,600.00	\$39,745.22	\$160,368.95	\$106,817.00	\$88,854.19	\$95,743.92	\$322,267.64	\$74,583.00	\$11,787.00	\$131,119.00	\$74,000.00	\$154,000.00
5	Aggregate Sum	For performing earthwork including importing fill and providing finished grades for the installation of sod, landscaping, curbs, pavement and sidewalks for parking lot only.														
			\$25,000.00	\$35,000.00	\$12,360.00	\$14,247.79	\$13,492.89	\$23,910.00	\$21,990.50	\$24,771.89	\$35,056.38	\$48,192.00	\$11,787.00	\$23,675.00	\$47,000.00	\$10,000.00
6	Aggregate Sum	For furnishing and installing fences and gates.														
			\$18,800.00	\$10,000.00	\$25,300.00	\$26,616.69	\$29,884.51	\$27,129.00	\$16,021.65	\$41,969.86	\$11,582.45	\$23,847.00	\$21,414.00	\$36,285.00	\$28,000.00	\$20,600.00
7	Aggregate Sum	For furnishing and installing landscaping, sod, irrigation, electrical appurtenances, including conduits, goal posts, nets and other hardscape items for ballfield only.														
			\$110,000.00	\$90,000.00	\$92,500.00	\$80,512.74	\$151,260.53	\$63,822.50	\$80,724.61	\$108,662.29	\$89,049.00	\$66,913.00	\$188,214.00	\$96,466.00	\$92,000.00	\$76,700.00
8	Aggregate Sum	For furnishing and installing paving, drainage, striping, landscaping, lighting, irrigation, and hardscape items for parking lot only.														
			\$147,600.00	\$127,000.00	\$170,000.00	\$144,935.36	\$169,158.67	\$123,772.00	\$168,139.64	\$144,209.39	\$131,069.45	\$74,583.00	\$169,426.00	\$178,836.00	\$50,000.00	\$199,150.00
9	Aggregate Sum	For furnishing and installing on-site sidewalks.														
			\$11,500.00	\$28,000.00	\$45,000.00	\$7,913.81	\$17,325.67	\$9,160.00	\$5,717.53	\$10,427.37	\$6,594.93	\$20,726.00	\$7,737.00	\$9,690.00	\$20,000.00	\$11,000.00
10	Aggregate Sum	For furnishing and installing off-site sidewalks. (For proposed sidewalks located outside of the existing fence)														
			\$5,500.00	\$7,500.00	\$9,500.00	\$8,926.18	\$5,658.03	\$4,700.00	\$2,001.14	\$4,035.24	\$3,329.56	\$10,729.00	\$8,348.00	\$5,970.00	\$2,000.00	\$5,500.00
11	Aggregate Sum	For furnishing and installing bike racks.														
			\$5,200.00	\$8,500.00	\$9,000.00	\$5,758.19	\$6,755.93	\$5,687.53	\$3,958.29	\$7,496.58	\$2,009.62	\$11,474.00	\$6,369.00	\$6,688.00	\$6,000.00	\$6,800.00
12	Aggregate Sum	Contingency Allowance, Permit application and processing fees.														
			\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL																
The sum total of items 1 through 12 inclusive:			\$541,000.00	\$615,000.00	\$662,250.00	\$465,499.03	\$704,014.80	\$538,123.03	\$513,355.19	\$576,832.73	\$736,683.17	\$654,595.00	\$554,789.00	\$730,000.00	\$533,000.00	\$609,650.00

The City of North Miami Beach has not checked the bids/proposals for errors or made determinations that any bids/proposals meet requirements. The City makes no claim that the prices listed above are anything other than prices entered and read aloud at the public opening. All bids/proposals will be reviewed by an evaluation committee at a publicly scheduled meeting before being submitted to the City of North Miami Beach City Council for approval (if required).

ADMINISTRATIVE REVIEW

INVITATION TO BID: 2012-27
MISHCON MULTI-PURPOSE BALLFIELD

VENDOR NAME	CITYWORKS CONSTRUCTION	JB BUILDERS	V ENGINEERING
Sunbiz*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
BBB**	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
EPLS***	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5% Bid Bond	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
City required forms	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CDBG forms	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
References	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	\$465,499.03	\$513,355.19	\$533,000.00

*FL Department of State Division of Corporations

**Better Business Bureau

***Excluded Parties List System

Administrative review of the three lowest responses

RESOLUTION NO. R2013-9

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH CITYWORKS CONSTRUCTION,
LLC, FOR THE MISHCON MULTI-PURPOSE BALLFIELD
PROJECT.**

WHEREAS, the City of North Miami Beach ("City") issued an Invitation to Bid No. 2012-27 to contract with a qualified contractor for the furnishing of all labor, equipment, and materials for the construction of a 1.6-acre sodded ballfield along with the installation of a new 30-car parking lot, paving, draining and landscaping infrastructure; and

WHEREAS, the project is being funded by the Community Development Block Grant (CDBG) Program; and

WHEREAS, on August 16, 2011, the City Council adopted Resolution R2011-43 approving an Interlocal Agreement between the City and Miami-Dade County for a Community Development Block Grant for renovations to Mishcon Park Ball Field for an amount not to exceed \$500,000; and

WHEREAS, on November 7, 2012, after securing funding for the project, the City Council adopted Resolution R2012-75 granting site plan approval in order to construct a 57,600 square foot multi-purpose sports field and fencing, along with related parking for the facility; and

WHEREAS, prior to issuing Bid No. 2012-27, the Community Development Block Grant Program reviewed and approved the City's procurement process for this project; and

WHEREAS, bid notices were electronically mailed to 1,074 potential local and national vendors, advertised in the Daily Business Review, and posted on DemandStar by Onvia, the City's website, and in the lobby of City Hall; and

WHEREAS, a total of fourteen companies responded to the Invitation to Bid by the published deadline; and

RESOLUTION R2013-9

WHEREAS, an Evaluation Committee was convened to rank the responses to Bid No. 2012-27; and

WHEREAS, the Evaluation Committee recommended that the bid be awarded to the lowest most responsive, responsible bidder, Cityworks Construction, LLC; and

WHEREAS, based on the responses to Bid No. 2012-27, the City Council of North Miami Beach authorizes the City Manager to execute an agreement between the City and Cityworks, LLC for the Mishcon multi-purpose ballfield project.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby award Bid No. 2012-27 to Cityworks Construction, LLC for a total amount of \$ 465,499.03.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager and the City Clerk to execute an agreement, in a form acceptable to the City Attorney, between the City and Cityworks Construction, LLC, attached hereto as Exhibit "A" and incorporated herein by reference.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ___ day of **February, 2013**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

Sponsored by: Mayor and Council

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

RESOLUTION R2013-9

AGREEMENT No. 2012-27
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
CITYWORKS CONSTRUCTION, LLC

THIS AGREEMENT is made and entered into as of this ____ day of _____, **2013** by and between **Cityworks Construction, LLC** a company organized and existing under the laws of the **State of Florida**, having its principal office at **20356 NE 16th Place, Miami, Florida, 33179** (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Invitation to Bid (ITB) No. 2012-27**, which includes the General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **January 28, 2013**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the City desires to procure from the Contractor such services for the City, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor will be responsible for the expenses associated with re-testing of failed inspections related directly to installation.

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

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The CITY agrees to abide by and to be bound by the terms of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The City agrees to make payment in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on _____ and expire on _____ unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

7. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2012.

CITYWORKS CONSTRUCTION LLC

CITY OF NORTH MIAMI BEACH

By: _____
(Signature)

By: _____
Roslyn B. Weisblum, City Manager

Name: _____
(Print)

Date: _____

Title: _____

Attest: _____
Pamela L. Latimore, City Clerk

Date: _____

Approved as to form
and legal sufficiency

Attest: _____
Corporate Seal/Notary Public

Darcee S. Siegel, City Attorney

Corporate Seal/Notary Seal



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 Print

TO: Mayor and City Council

FROM: Roslyn B. Weisblum, City Manager

DATE: Tuesday, February 19, 2013

RE: Resolution No. R2013-10 (Chief Procurement Officer Brian K. O'Connor)

BACKGROUND: The City of North Miami Beach issued and Invitation to Bid (ITB) 2011-01 for citywide landscape maintenance services and adopted Resolution R2011-34 to execute an agreement with Superior Landscaping & Lawn Services, Inc. on July 5, 2011. Change order No. 1, which added Fulford Park to the scope of services, was approved by the City Manager on January 4, 2012 and Change order No. 2, which increased visit frequencies at four locations already in the scope of services, was approved by the City Manager on October 24, 2012. Change order No. 3, which is adding Silverman Park to the scope of services.

RECOMMENDATION: It is the staff's recommendation that Change order No. 3 be approved to start providing maintenance to Silverman Park promptly.

FISCAL IMPACT: Original contract amount: \$ 238,203
Amount increased with Change order No.1:\$ 10,200
Amount increased with Change order No.2:\$ 7,266
Amount increased with Change order No.3:\$ 14,074
New contract amount: \$269,743
Total Percentage of increase: 13.24%
Account: 010831-539347

CONTACT PERSON(S): Brian K. O'Connor, Chief Procurement Officer
Shari Kamali, Director of Public Services

ATTACHMENTS:

- ▣ [Resolution No. R2013-10](#)
- ▣ [Change order](#)

RESOLUTION NO. R2013-10

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE CITY'S AGREEMENT WITH SUPERIOR LANDSCAPING & LAWN SERVICE, INC. FOR CITYWIDE LANDSCAPE AND LAWN MAINTENANCE BY ADDING SILVERMAN PARK TO THE SCOPE OF SERVICES; AND INCREASING THE MONETARY AMOUNT OF THE AGREEMENT BY \$14,074.00 FOR A TOTAL AGREEMENT AMOUNT OF \$269,743.00.

WHEREAS, the City of North Miami Beach ("City") issued a Invitation to Bid (ITB) 2011-01 for citywide landscape maintenance services; and

WHEREAS, on July 5, 2011, the City adopted Resolution R2011-34 authorizing the City Manager to execute a three-year agreement with Superior Landscaping & Lawn Service, Inc., commencing in August, 2011, for those services in ITB 2011-01; and

WHEREAS, Change Order No. 1, which added Fulford Park to the scope of services, was approved by the City Manager on January 4, 2012; and

WHEREAS, Change Order No. 2, which increased the number of visits at four locations already in the scope of services, was approved by the City Manager on October 24, 2012; and

WHEREAS, Change Order No. 3 will be adding Silverman Park to the scope of services.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager and the City Clerk to execute Changer Order No. 3 to the Agreement between the City and Superior Landscaping & Lawn Maintenance, Inc, to add

RESOLUTION NO. R2013-10

Silverman Park to the scope of services for the remainder of the Agreement's term, thereby increasing the agreement amount by \$14,074.00 for a total Agreement amount of \$269,743.00 for citywide landscape and lawn maintenance services, as outlined in Exhibit "A", which is incorporated herein by reference, in a form acceptable to the City Attorney.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this _____ **day of February, 2013.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and Council

CHANGE ORDER FORM

Project: **City of North Miami Beach**
City-wide Landscape Maintenance Services

CHANGE ORDER NO. 3

DATE OF ISSUANCE: December 12, 2012

CONTRACTOR: Superior Landscaping

EFFECTIVE DATE: Upon Approval

ENGINEER: N/A

OWNER'S CONTRACT NO.: 2011-1

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>238,203.00</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> <small>days or dates</small>
Net changes from previous Change Order No. <u>1</u> to No. <u>2</u> \$ <u>17,466.00</u>	Net change from previous Change Order No. <u>1</u> to No. <u>2</u> <u>N/A</u> <small>Days</small>
Contract Price prior to this Change Order \$ <u>255,669.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> <small>days or dates</small>
Net increase of this Change Order \$ <u>+14,074.00</u>	Net Increase of this Change Order <u>N/A</u> <small>days</small>
Contract Price with all approved Change Orders \$ <u>269,743.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> <small>days or dates</small>

CHANGES ORDERED:

- I. GENERAL. This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual, listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. 3

II. REQUIRED CHANGES, AMOUNTS, JUSTIFICATIONS:

- A. Adding Silverman Park, located at the intersection of NE 161 Street and 19 Place to Contract Group B, under PS funding, 31 visits at \$454.00 each, following the same contract specifications.

ADD \$14,074.00

Justification:

This park was left out of the original list given to the bidders.

CHANGE ORDER SUMMARY:

ADDED ITEMS: \$14,074.00

NET CHANGE \$14,074.00

III. PAYMENT

Payment will be made as a percentage of the lump sum amount of the change order as the work is completed on additive items. Deductive items will be subtracted from the next pay request.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: City of North Miami Beach

Change(s) Ordered by: City of North Miami Beach

RECOMMENDED BY:

ACCEPTED BY:

Carlos Rivero
(Project Manager)
By: [Signature] 1/7/13
(Authorized Signature) (Date)

(Title)

Superior Landscaping - ORLANDO UTERO
(Contractor)
By: [Signature] 1-14-13
(Authorized Signature) (Date)
PRESIDENT

(Title)

APPROVED BY:

City of North Miami Beach, Florida
(Owner)
By: [Signature] 1/17/13
(Authorized Signature) (Date)

END OF SECTION



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Roslyn B. Weisblum, City Manager
DATE: Tuesday, February 19, 2013

RE: Resolution No. R2013-11

BACKGROUND: In 2007, the Mayor and City Council approved and adopted Ordinance No. 2007-13, which authorized a Red Light Camera Program in the City of North Miami Beach ("City"). On October 30, 2008, the City and American Traffic Solutions, Inc. ("ATS") entered into a contract for the Red Light Camera Program. During the 2010 Legislative Session, the Florida Legislature authorized the use of traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes. In July of 2010, based on the new legislation, the City Council amended Ordinance No. 2007-13 by adopting Ordinance No. 2010-14. Based on Ordinance No. 2010-14 and state law, in order to maintain a traffic safety program, the October 30, 2008 contract between the City and ATS must be amended.

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Captain Kevin Prescott, NMB Police Department
Darcee S. Siegel, City Attorney

ATTACHMENTS:

- [Memo](#)
- [Resolution No. R2013-11](#)
- [Amended Agreement](#)

CITY OF NORTH MIAMI BEACH, FLORIDA
MEMORANDUM No.

TO: Chief Larry Gomer

VIA:

FROM: Captain Kevin Prescott

DATE: January 29, 2013

SUBJECT: Red Light Camera Project Projections

In reviewing the feasibility for the red light camera program in North Miami Beach, we found the following:

A study was conducted by the ATS and an estimated number of violations that would be recorded were produced based on the number of lanes and amount of vehicles that travel that particular roadway. These violations do not include right hand turn violations. Only straight and left hand turn violators were tallied.

Currently we have two 2 approaches. NE 18th Avenue at NE 163 Street (east bound), and North Miami Beach Blvd at NE 10th Avenue (west bound). These approaches are listed first in the table below. Following a review of the City's accident statistics, the following three intersections would be included in the program (the two existing installations, plus three additional intersections).

<u>Camera Site</u>	<u>Violations/ day</u>	<u>Yearly Revenue</u>
N Miami Bch Blvd / NE 10 th Av (WB)	8	\$87,120
NE 163rd St / NE 18 th Ave (EB)	7	\$72,636
Biscayne Blvd at NE 163 rd St (SB)	7	\$72,636
Biscayne Blvd at NE 172 nd St (NB)	7	\$72,636
NE 6 th Ave at NE 167 Street (SB)	8	\$87,120
	Total	\$392,148

After subtracting ATS' program costs (\$4750 per month per camera), and State required fees (which are fees taken by the state as required by law), North Miami Beach would receive an estimated \$392,148 for the five approaches listed above for the period of one year.

There are additional costs to the city which would include, man power for reviewing the violations, preparing evidence packets for challenged violations, attending court and fielding direct phone calls.

The Police Departments recommendation would be to hire two CSO's (Community Service Officers) to conduct the reviews and attend court. In checking with the court

system, the reviewing Officer is not required in court, but a representative and evidence packages are. Currently, CSO's are paid \$31,970 plus benefits. These CSO's could handle the reviews and court attendance. They can be split amongst the Day and Afternoon shifts to cover court and no overtime would occur.

Two Community Service Officers with benefits are estimated at approximately \$102,000 per year. The City of North Miami Beach's total revenue for one year would be estimated at \$290,148 for this program.

RESOLUTION NO. R2013-11

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO THE AGREEMENT DATED OCTOBER
30, 2008 WITH AMERICAN TRAFFIC SOLUTIONS, INC.
("ATS") FOR A TRAFFIC SAFETY PROGRAM.**

WHEREAS, the City of North Miami Beach ("City") is located in a high-density traffic area and regularly experiences traffic incidents related to the failure of motorists to obey duly-erected traffic control devices, which expose citizens to the dangers of personal injury and property damage; and

WHEREAS, the Mayor and City Council approved and adopted Ordinance No. 2007-13, which authorized a Red Light Camera Program in the City of North Miami Beach; and

WHEREAS, on October 30, 2008, the City and American Traffic Solutions, Inc. ("ATS") entered into a contract for the Red Light Camera Program; and

WHEREAS, during the 2010 Legislative Session, the Florida Legislature authorized the use of traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and

WHEREAS, based on the new legislation, the City Council amended Ordinance 2007-13 in July 2010 by adopting Ordinance 2010-14; and

WHEREAS, based on Ordinance 2010-14 and state law, in order to maintain a traffic safety program, the October 30, 2008 contract between the City and ATS must be amended; and

WHEREAS, on December 4, 2012, the Mayor and City Council approved Resolution No. R2012-93 authorizing the City Manager to negotiate an amendment to the October 30, 2008 Agreement with ATS; and

RESOLUTION R2013-11

WHEREAS, an amendment to the Agreement with ATS dated October 30, 2008 will align the provision of services by ATS with the provisions and requirements of Florida Law 2010-80 as enacted by the state legislature.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and City Council believe that implementation of the traffic safety program will promote, protect and improve the safety and welfare of its citizens and the reduction of significant dangers presented to motorists and pedestrians by motorists' failure to stop for a red light.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida hereby authorize and direct the City Manager and the City Clerk to execute an amendment to the Agreement between the City and ATS dated October 30, 2008, in a form acceptable to the City Attorney, attached hereto as Exhibit "A" and incorporated herein by reference.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this ____ **day of February, 2013.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and Council

RESOLUTION R2013-11

AMENDMENT TO OCTOBER 30, 2008 AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI BEACH
AND AMERICAN TRAFFIC SOLUTIONS FOR
TRAFFIC SAFETY CAMERA PROGRAM

This Agreement (this “Agreement”) is made as of this ____ day of _____, 2013 by and between American Traffic Solutions, INC., a Kansas Corporation, licensed to do business in Florida, with offices at 7681 E. Gray Road, Scottsdale, Arizona 85260 (“Vendor”), and The City of North Miami Beach, a Florida municipal corporation, with an address at 17011 NE 19th Avenue, North Miami Beach, FL 33162 (the “City”).

RECITALS

WHEREAS, on October 30, 2008, the City and Vendor entered into an Agreement, whereby the City and Vendor agreed to the provision by Vendor of services to the City in connection with the City's Traffic Safety Camera Program (“TSCP”); and

WHEREAS, Vendor has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and Notice of Infraction processes related to the digital photo red light enforcement systems provided by Vendor pursuant to this Agreement; and

WHEREAS, the City selected Vendor to provide services to implement and carry on the City’s TSCP, and City desires to engage the services of Vendor to provide certain equipment, processes and back office services so that Authorized Employees of the City are able to monitor, identify and enforce red light running Infractions;

WHEREAS, the City Council of the City adopted Ordinance 2014-14, which authorizes the City’s Traffic Safety Camera Program (TSCP) and provides for the implementation and operation of such; and

WHEREAS, on or about May 13, 2010, the Governor of the State of Florida signed CS/CS/HB325 into law, resulting in the Law of Florida 2010-80 taking effect on July 1, 2010; and

WHEREAS, Law of Florida 2010-80 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes, subject to certain requirements; and

WHEREAS, the City has amended Ordinance 2007-13 to enforce red light violations using traffic infraction detectors in accord with the provisions of Law of Florida 2010-80; and

WHEREAS, the City and Vendor wish to enter into a Second Agreement (hereinafter “Agreement”) to align the provision of services by Vendor with the provisions and requirements of Law of Florida 2010-80;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1.0 Definitions. All definitions set forth in Ordinance 2010-14 are incorporated herein. In addition, the following words and phrases shall have the following meanings in this Agreement:

- 1.1. “Authorized Employee” means the Traffic Control Infraction Review Officer, whose duties and qualifications are set forth in the City Ordinance.
- 1.2. “Authorized Infraction” means each Potential Infraction in the Infraction Data for which authorization to issue a Notice of Infraction in the form of an Electronic Signature is given by the Authorized Employee by using the Vendor System.
- 1.3. “City Ordinance” means Ordinance 2010-14, as may be amended from time to time.
- 1.4. “Confidential or Private Information” means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person’s business or methods of operation or concerning any of such Person’s suppliers, licensors, licensees, City’s or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:
 - 1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or City’s, or at which such Person sells or has sold its services; and
 - 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term “trade secrets” shall mean the broadest and most inclusive interpretation of trade secrets.
 - 1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) is a public record, and not otherwise exempt, pursuant to Florida law; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (iii) became generally available to the public or otherwise part of the public domain after its

disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iv) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (v) was required by a court of competent jurisdiction to be described, or (vi) was required by applicable state law to be described.

- 1.5. “Designated Intersection” means the Intersections, as that term is defined in the City Ordinance, set forth on **Exhibit “A”** attached hereto, and such additional Intersections, as Vendor and the City shall mutually agree from time to time through the parties’ Project Managers.
- 1.6. “Electronic Signature” means the method through which the Authorized Employee indicates his or her approval of the issuance of a Notice of Infraction in respect of a potential Infraction using the Vendor System.
- 1.7. “Enforcement Documentation” means the necessary and appropriate documentation related to the enforcement of Red Zone Infractions, as defined in the City Ordinance, including but not limited to warning letters, Notices of Infraction (using the specifications of the hearing officer (also known as code enforcement Special Master) and the City, a numbering sequence for use on all notices (in accordance with applicable state statutes and the City’s Ordinance), instructions to accompany each issued Notice of Infraction (including in such instructions a description of basic enforcement procedures, payment options and information regarding the viewing of images and data collected by the Vendor System), chain of custody records, criteria regarding operational policies for processing Notices of Infraction (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for applicable hearing officers .
- 1.8. “Equipment” means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Vendor Photo Red Light System(s), including but not limited to all camera systems, housings, sensor arrays, severs and poles. Vendor agrees to keep all equipment current in technology and to provide City all current upgrades in a timely manner.
- 1.9. “Governmental Authority” means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.10. “Infraction” means a “violation” of the applicable traffic laws—including violations based on the Florida Statutes, the City Code of Ordinances, and the Miami-Dade County Code of Ordinances and Resolutions, as may be amended or re-codified from time to time—as specified by the City.
- 1.11. “Infractions Data” means the images and other Infractions data gathered by the Vendor System at the Designated Intersection.

- 1.12. “Intellectual Property” means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person, consistent with the definition of such terms in Florida Statutes.
- 1.13. “Notice of Infraction” shall mean the Notice of an Infraction, which is mailed or otherwise delivered by Vendor to the alleged violator on the appropriate Enforcement Documentation in respect of each Authorized Infraction pursuant to the requirements of the City Ordinance.
- 1.14. “Operational Period” means the period of time during the Term, commencing on the Installation Date, during which the TSCP is functional in order to permit the identification and the issuance of Notices of Infraction for approved Infractions using the Vendor System.
- 1.15. “Ordinance” shall mean City of North Miami Beach Ordinance, 2010-14.
- 1.16. “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.17. “Photo Red Light Infraction Criteria” means the standards and criteria by which Potential Infractions will be evaluated by Authorized Employees of the City, which standards and criteria shall include, but are not limited to, the definition of a Red Zone Infraction set forth in the City Ordinance, relying upon the duration of time that a traffic light must remain red prior to a Infraction being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Infraction, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.
- 1.18. “Project Manager” means the project manager appointed by the City in accordance with this Agreement, which shall be the City Manager, or his designee and shall be responsible, on behalf of City, for overseeing the installation at the Designated Intersections and the implementation of the TSCP, and which manager shall have the power and authority to make management decisions relating to the City’s obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the City’s Charter or Ordinance or by the City Council.

- 1.19. “Potential Infraction” means, with respect to any motor vehicle passing through a Designated Intersection, the data collected by the Vendor System with respect to such motor vehicle, which data shall be processed by the Vendor System for the purposes of allowing the Authorized Employee to review such data and determine whether a Red Zone Infraction has occurred.
- 1.20. “Proprietary Property” means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- 1.21. “Traffic Infraction Enforcement Officer” means an employee of City’s police or sheriff’s department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes.
- 1.22. “Traffic Infraction Detector” means a vehicle sensor(s) installed to work in conjunction with a traffic control signal and a camera or cameras synchronized to automatically record two or more sequenced photographic or electronic images or streaming video of only the rear of a motor vehicle at the time the vehicle fails to stop behind the stop bar or clearly marked stop line when facing a traffic control signal steady red light.
- 1.23. “Traffic Safety Camera Program,” or TSCP, means the process by which the monitoring, identification and enforcement of Infractions of the Red Zone Infractions is facilitated by the use of certain equipment, applications and back office processes of Vendor, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of identifying Infractions and recording such Infraction data in the form of photographic images of motor vehicles.
- 1.24. “Traffic Signal Controller Boxes” means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.
- 1.25. “Uniform Traffic Citation” means a uniform traffic citation as described in Section 316.650 of the Florida Statutes
- 1.26. “Vendor Marks” means all trademarks registered in the name of Vendor or any of its affiliates, such other trademarks as are used by Vendor or any of its affiliates on or in relation to TSCP at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Vendor, and all modifications or adaptations of any of the foregoing.

- 1.27. “Vendor Project Manager” means the project manager appointed by Vendor in accordance with this Agreement, which project manager shall initially be named by the Vendor within 14 days of the execution of this Agreement or such person as Vendor shall designate by providing written notice thereof to the City from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersections and the implementation the TSCP, and who shall have the power and authority to make management decisions relating to Vendor’s obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.28. “Warning Period” means the period of thirty (30) days after the Installation Date of each camera.
- 2.0 Term. The term of this Agreement shall commence as of the date hereof and shall continue for a period of three (3) years after the date of the first paid notice from the first installed System pursuant to this Second Agreement. The City shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional three (3) year periods following the expiration of the Initial Term (each, a “Renewal Term” and collectively with the Initial Term, the “Term”). The City’s failure to exercise the right to extend the Agreement in writing will automatically cause the Agreement to lapse.
- 3.0 Services. Vendor shall provide the TSCP to the City, in each case in accordance with the terms and provisions of the Ordinance.
- 3.1. Installation. With respect to the construction and installation of the Designated Intersection and the installation of the Vendor System at such Designated Intersection: the City and Vendor shall have the respective rights and obligations set forth on **Exhibit “B”** attached hereto.
- 3.2. Maintenance. With respect to the maintenance of the Vendor System at the Designated Intersections, the City and Vendor shall have the respective rights and obligations set forth on **Exhibit “B”** “attached hereto.
- 3.3. Infraction Processing. During the Operational Period, Infractions shall be processed as set forth on **Exhibit “B”** attached hereto.
- 3.4. Prosecution. The City shall prosecute Ordinance violations in respect thereof pursuant to the terms, procedures and requirements of the City Ordinance, subject to City’s routine law enforcement discretion.
- 3.5. Other Rights and Obligations. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Vendor and the City shall have the respective rights and obligations set forth on **Exhibit “B”** attached hereto.
- 3.6. Change Orders. The City may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, including new or additional automated photo enforcement programs, including upgrading system for speed enforcement ,by

providing written notice thereof to Vendor, setting forth in reasonable detail the proposed changes (a “Change Order Notice”). Upon Vendor’s receipt of a Change Order Notice, Vendor shall deliver a written statement describing the effect, if any, the proposed changes would have on the terms set forth in Exhibit “ E “ (the “Change Order Proposal”), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the City. Following the City’s receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 16.0.

4.0 License; Reservation of Rights.

- 4.1. License. Subject to the terms and conditions of this Agreement, Vendor hereby grants the City, and the City hereby accepts from Vendor upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City, access and use the Vendor System for the sole purpose of reviewing Potential Infractions and authorizing the issuance of Notices of Infraction pursuant to the terms of this Agreement, and to print copies of any content posted on the Vendor System in connection therewith, (b) disclose to the public (including outside of the City) that Vendor is providing services to the City in connection with TSCP pursuant to the terms of this Agreement, and (c) use and display the Vendor Marks on or in marketing, public awareness or education, or other publications or materials relating to the TSCP, so long as any and all such publications or materials are approved in advance by Vendor.
- 4.2. Reservation of Rights. The City hereby acknowledges and agrees that: (a) Vendor is the sole and exclusive owner of the Vendor System, the Vendor Marks, all Intellectual Property arising from or relating to the Vendor System, and any and all related Equipment provided under this Agreement, (b) the City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of City pursuant to this Agreement, the City shall gain no additional right, title or interest therein.
- 4.3. Restricted Use. The City hereby covenants and agrees that it shall not (a) make any modifications to the Vendor System, including but not limited to any Equipment, (b) alter, remove or tamper with any Vendor Marks, (c) use any of the Vendor Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Vendor therein, (d) use any trademarks or other marks other than the Vendor Marks

in connection with the City's use of the Vendor System pursuant to the terms of this Agreement without first obtaining the prior consent of Vendor, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Vendor System, the Vendor System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Vendor, or cause any other Person to do any of the foregoing. This covenant in no way limits the City's obligations to comply with any Order issued by a Court of competent jurisdiction, or to address an emergency situation (e.g. to preserve life).

- 4.4. Protection of Rights. Vendor shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Vendor, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Vendor Marks, the filing of patent application for any of the Intellectual Property of Vendor, and making any other applications or filings with appropriate Governmental Authorities. The City shall not take any action to remedy or prevent such protective activities, and shall not in its own name make any registrations or filings with respect to any of the Vendor Marks or the Intellectual Property of Vendor without the prior written consent of Vendor.
- 4.5. Infringement. The City shall use its reasonable best efforts to give Vendor prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Vendor Marks or any of Vendor's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Vendor Marks or any other Intellectual Property of Vendor. Vendor shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto.
- 4.6. Infringing Use. The City shall give Vendor prompt written notice of any action or claim action or claim, whether threatened or pending, against the City alleging that the Vendor Marks, or any other Intellectual Property of Vendor, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the City shall render to Vendor such reasonable cooperation and assistance as is reasonably requested by Vendor in the defense thereof; provided, that Vendor shall reimburse the City for any reasonable costs, including without limitation attorneys fees and court costs, as well as City staff costs, incurred in providing such cooperation and assistance. If such a claim is made and Vendor determines in the exercise of its sole discretion, or a court or administrative proceeding of competent jurisdiction determines, that an infringement may exist, Vendor shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items, all at no cost to the City. In addition, in such event, the City has the right, but not the obligation, to terminate this Agreement pursuant to paragraph 6.1.

5.0 Representations and Warranties.

5.1. Vendor Representations and Warranties.

5.1.1. Authority. Vendor hereby warrants and represents that:

5.1.1.1. it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; and,

5.1.1.2. to the extent legally required, Vendor has all ownership rights, licenses, or other required authority to use the software and hardware it installs to perform the services under this Agreement.

5.1.2. Professional Services. Vendor hereby warrants and represents that any and all services provided by Vendor pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Vendor System, subject to applicable law, in compliance with all specifications provided to Vendor by the City.

5.2. City Representations and Warranties.

5.2.1. Authority. The City hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; provided that Vendor acknowledges that the initial program is premised on being consistent with the requirements and authority of state law, applicable attorney general opinions, and the City's Ordinance, and City cannot and does not warrant the outcome of any judicial or legislative action that may be taken affecting these authorities subsequent to the execution of this Agreement.

5.3. Professional Services. The City hereby warrants and represents that any and all services provided by the City pursuant to this Agreement shall be performed in a professional and workmanlike manner in City's governmental capacity.

6.0 Termination.

6.1. Termination for Cause: Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state or federal statutes are amended, or regulations or policies are adopted by agencies with jurisdiction, to prohibit or materially change the operation of TSCP so as to make it reasonably impractical to operate the red light enforcement program, including without limitation changes that would prohibit the red light enforcement program, or which would impose restrictions on revenues and uses that are contrary to the terms of this Agreement; (ii) any court having jurisdiction over City rules, or declares, that the City's red light enforcement program is invalid or results from the Vendor System of photo red light enforcement are inadmissible in evidence, or otherwise renders a decision that makes it reasonably impractical to operate the red light enforcement program; (iii) a determination by a court of competent jurisdiction or other applicable dispute resolution forum that Vendor has infringed upon a third party's patent, trademark, copyright, trade secret or other intellectual property; (iv) the other party commits any

material breach of any of the provisions of this Agreement; (v) Vendor's non-payment of revenues to City as required by this Agreement. In the event of a termination due to this Section, City shall be relieved of any further obligations to Vendor other than as specified herein. Either party shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as the City and Vendor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

The rights to terminate this Agreement given in Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.3 Procedures Upon Termination. This section 6.3 shall apply to the expiration of this Agreement and to the early termination of the Agreement. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in this Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.3.1 Vendor Responsibilities Upon Termination. Vendor shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the TSCP, (ii) promptly deliver to the City any and all Proprietary Property of the City provided to Vendor pursuant to this Agreement, (iii) promptly deliver to the City a final report to the City regarding the collection of data and the issuance of Notices of Infraction in such format and for such periods as the City may reasonably request, and which final report Vendor shall update or supplement from time to time when and if additional data or information becomes available, (iv) provide City all data pertaining to outstanding Civil Fee payments due and owing to City and potential payments due to Vendor, (v) provide City with its proposed schedule for the removal of the Vendor's equipment, at no cost to the City, from the City and once such schedule is approved by City Vendor shall remove such pursuant to the schedule; and (vi) provide such assistance as the City may reasonably request from time to time in connection with prosecuting and enforcing Notices of Infraction issued prior to the termination of this Agreement.

6.3.2 City Responsibilities Upon Termination. The City shall (i), except for pending enforcement cases, immediately cease using the TSCP, accessing the Vendor System and using any other Intellectual Property of Vendor, and (ii) promptly deliver to Vendor any and all Proprietary Property of Vendor provided to the City pursuant to this Agreement, other than such equipment installed by Vendor along the roadways for the enforcement program.

6.3.3 Equipment Removal. Unless the City and Vendor have agreed to enter into a new agreement relating to the TSCP or have agreed to extend the Term of this Agreement, Vendor shall remove any and all Equipment or other materials of

Vendor installed in connection with Vendor's performance of its obligations under this Agreement, at no cost to City, including but not limited to housings, poles and camera systems, and Vendor shall restore the Designated Intersections to substantially the same condition such Designated Intersections were in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade and no exposed rebar, steel or other hazards, at no cost to City pursuant to the schedule agreed upon by the parties in section 6.3.1.

6.4 Termination for Legal Reasons and Suspension of Work:

6.4.1 The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

6.4.2 The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

6.4.3 The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Vendor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

6.4.4 This Agreement may be terminated by either Party in the event the City's use of red light safety Camera Systems is rendered unlawful pursuant to applicable state or federal law. The City shall have no obligation to pay ATS a fee for any period when it is unlawful to issue Citations, unless a Court places a stay of implementation on the legal action or new law. The term of the Agreement shall be suspended during any period in which the City is not obligated to pay ATS and such time period shall be added to the term of the Agreement once it again becomes lawful for the City to issue Citations. In such event, in addition to the procedure delineated in section 6.3 above, the following provisions shall apply:

6.4.4.1 The Vendor shall, upon receipt of such notice, unless otherwise directed by the City:

- a. Stop work on the date specified in the notice ("the Effective Termination Date");
- b. Take such action as may be necessary for the protection and preservation of the City's materials and property;

- c. Cancel any pending orders;
- d. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services; and
- e. Take no action which will increase the amounts payable by the City under the Agreement.

6.4.4.2 In the event that the City exercises its right to terminate the Agreement pursuant to this Section the Vendor will be compensated in accordance with the Exhibit D, for the:

- a. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- b. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

6.4.4.3 All compensation pursuant to this Section is subject to audit.

6.5 City shall have no further liability for any such early termination. The parties recognize that other provisions of this Agreement serve as consideration for this provision.

7.0 Fees to be Paid to Vendor and Payment Processing.

- 7.1. Vendor shall have the right to receive the compensation set forth on, and pursuant to, **Exhibit D** attached hereto.
- 7.2. Vendor shall be responsible for processing payments of the Civil Fees. The Vendor shall provide payment means through mail, telephone and on-line processes. Vendor shall track all payments and handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals.
- 7.3. Vendor shall pay City all payments received during a calendar month, no later than the 7th day of the next following month.
- 7.4. Vendor shall invoice the City for all applicable fees according to the fee schedule delineated on **Exhibit D**. Along with the invoice, Vendor shall provide information to the City, in a format acceptable to the City, supporting the invoice amounts forwarded by Vendor to the City. In addition, City shall have access to the financial reporting functions of Vendor's system upon City's request.

8.0 Survival. Notwithstanding the foregoing, the parties' obligations shall survive the termination of the Agreement to the extent necessary to fulfill the parties' accrued monetary obligations under this Agreement.

9.0 Confidentiality. During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement, subject to the obligations and requirements of Florida's public records laws and public meetings law. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

10.0 Indemnification and Liability.

ATS shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axisis™ equipment which affect this Agreement, and shall indemnify and save harmless the Customer against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence or willful misconduct of ATS, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.

10.1. Indemnification – Negligence. The Vendor agrees to defend, indemnify and hold harmless the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees ("Losses"), sustained by the City or any third party arising out of, or by reason of, or resulting from the Vendor's negligent acts, errors, or omissions, except to the extent such Losses arise from the negligence of the City or City's employees, officers or agents.

10.2. Indemnification – Infringements. The Vendor shall indemnify City for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. The Vendor will defend and/or settle at its own expense, with legal counsel reasonably acceptable to the City, any action brought against the City to the extent that it is based on a claim that products or services furnished to City by the

Vendor pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim. Any infringement or claim that renders any portion of the services to be performed by this agreement to be unusable, or materially affects the Vendor's Red Light System as functionally described herein, shall be grounds for a default of this Agreement.

10.3. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification to be provided by the Vendor and agree that in the event that the law is construed to require a specific consideration to be given therefore, the parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Vendor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Vendor's responsibility to indemnify for events occurring during the term of this Agreement for a period of not less than five (5) years after expiration or termination of the Agreement.

10.4. Change in State Law. The parties recognize and acknowledge that the Florida Supreme Court will be reviewing legal challenges to the use of Red Light Cameras. Furthermore, the parties acknowledge that the Florida Legislature is considering revisions/repeal of the Mark Wandall Traffic Safety Act; and as such, any change in the current may allow for further amendments to this Agreement.

10.5. Notice of Claims. If the City or Vendor receives notice of any claim or circumstances which may give rise to an indemnified loss under this Section 10, the receiving party shall give written notice to the other party within ten (10) days of receipt. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Vendor is directly prejudiced, suffers loss, or incurs expense because of the delay.

11.0 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Vendor is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with City, or United States policies, rules or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor and the City and the City will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

- 12.0 Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party, including without limitations purchases of controlling interest in Vendor or merger, without the prior written consent of the other party.

It is further agreed 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.

- 13.0 No Contingent Fees. Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or Infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 14.0 Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the VENDOR and the CITY designate the following as the respective places for giving of notice:

City: City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162
Phone: (305) 948-2900
Fax: (305) 957-3602
ATTN: City Manager
CC: Police Department, ATS Project Manager
CC: Office of the City Attorney

Vendor: American Traffic Solutions, Inc.
1330 West Southern Avenue
Tempe, AZ 85282
ATTN: Chief Operating Officer

- 15.0 Audit Rights. Each of parties hereto shall have the right to audit the books and records of the other party hereto (the “Audited Party”) solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours’ prior notice to the Audited Party, at mutually convenient times and during the Audited Party’s normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than ten percent (10%) of the amount actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.
- 16.0 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 17.0 Headings. Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.
- 18.0 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits shall be treated as part of this Agreement and are incorporated herein by reference.
- 19.0 Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.
- 20.0 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 21.0 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected

thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.

22.0 Insurance.

22.1. Throughout the term of this Agreement, the Vendor agrees to maintain in force at their own expense insurance as follows:

22.1.1. Comprehensive General Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability

A. Bodily Injury/Property Damage

- | | | |
|----|------------------|-------------|
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |

B. Personal Injury

- | | | |
|----|------------------|-------------|
| 1. | Annual Aggregate | \$1,000,000 |
|----|------------------|-------------|

22.1.2. Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

A. Worker's Compensation Statutory

- B. Employer's Liability \$100,000 each accident
 \$500,000 Disease-policy limit
 \$100,000 Disease-employee

If Vendor claims to be exempt from this requirement, Vendor shall provide City proof of such exemption along with a written request for City to exempt Vendor, written on Vendor letterhead.

22.1.3. Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A. Bodily Injury and Property Damage combined single limit

- | | | |
|----|------------------|-------------|
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |

22.1.4. Professional Liability - \$1,000,000.

22.1.5. Vendor shall name the City as an additional insured on each of the policies required herein, with the exception of the Vendor's Worker's Compensation policy and Professional Liability.

22.1.6. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be canceled or impaired until at least forty five (45) days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect.

22.1.7. Any insurance required of Vendor pursuant to this Agreement must also be required by any sub-contractor of Vendor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Vendor and provided proof of such coverage is provided to City. The Vendor and any sub-contractor of Vendor shall maintain such policies during the term of this Agreement.

23.0 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

24.0 Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations or agreements, either written or oral.

25.0 RFP. Vendor agrees to comply with any provisions of the RFP which are not in conflict with this Agreement, and to comply with and honor any written representations, clarifications and exceptions made by Vendor during the RFP process.

26.0 Compliance with Law. Vendor shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

ENDORSEMENTS FOLLOW ON PAGES 19 AND 20 OF THIS AGREEMENT.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF NORTH MIAMI BEACH

ATTEST:

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

VENDOR

WITNESSES:

BY: _____

Print Name: _____

Title: _____

ATTEST:

SECRETARY

STATE OF _____ :
: ss:

COUNTY OF _____ :

ON THIS ____ day of _____, 2013, before me, the undersigned notary public, personally appeared _____, personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that he executed the same on behalf of said Corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

EXHIBIT “A”
Designated Intersection

City will designate intersections for Vendor to install cameras. Vendor shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that City has received permission for all implementations in writing from any third-party sources.

Execution of the required Florida Department of Transportation letters by the City Manager and Chief of Police Agreement shall serve as written Notice to Proceed by City for the installation of Camera Systems.

DIR	STREET	CROSS STREET
east	NE 163 Street	NE 18 th Avenue
west	NE 10 th Avenue	North Miami Beach Boulevard
south	Biscayne Boulevard	NE 163 rd Street
north	Biscayne Boulevard	NE 172 nd Street
south	NE 6 th Avenue	NE 167 th Street

This program may be implemented at additional intersections. Additional Approaches may be selected as the City deems necessary and feasible based on, but not limited to, a Site Selection analysis, collision history, community safety, recommendations from the City Manager, recommendations from the Police Department, and an engineering analysis. Camera installations will be based on mutual agreement by City and Vendor.

Vendor agrees to perform a feasibility study at no charge to City to determine the best locations for camera placement.

Installation of any approach is subject to engineering and video analysis results.

The program may be implemented at additional intersections after the conclusion of the Warning Period. The intersections will be designated by the City Manager following a recommendation by the Police Department. Vendor shall apply for a permit within sixty (60) days of the approval of this Agreement by the City Council.

Vendor will provide the City with video evaluation of candidate sites using the Axis VIMS system to assist the City’s Police Department in its recommendations.

EXHIBIT “B”

PARTY OBLIGATIONS AND SCOPE OF WORK

1. **VENDOR OBLIGATIONS AND SCOPE OF WORK**

1.1 VENDOR IMPLEMENTATION

- 1.1.1 Vendor agrees to provide Camera System(s) and services to the City as outlined in this Agreement, excluding those items identified in Section 2 titled “City Scope of Work”. Vendor and the City understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the Parties shall negotiate in good faith to assign the proper Party the responsibility and cost for such items. In general, if work is to be performed by the City, unless otherwise specified, the City shall not charge Vendor for the cost.
- 1.1.2 The City and Vendor will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the Parties. Vendor agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Vendor will assist the City with Site Selection Analysis of candidate sites.
- 1.1.4 Vendor will install Camera System(s) at a number of intersections or other locations to be mutually agreed upon between Vendor and the City after completion of Site Selection Analysis. In addition to any initial locations, the Parties may agree to add to the quantities and locations where Camera System(s) are installed and maintained.
- 1.1.5 Vendor will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (i.e., acts of God, etc.).
- 1.1.6 Vendor’ in-house Communications Department will assist the City with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy, Vendor may provide public relations consultants, advertising, or media relations for an additional fee as described in Exhibit C, Service Fee Schedule.
- 1.1.7 Vendor agrees to provide a secure website (www.violationinfo.com) accessible to Owners who have received Notices of Violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, Vendor will provide a Frequently Asked Questions (F.A.Q.) page. Vendor will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances (i.e., acts of God, etc.).

- 1.1.8 Vendor will provide technician site visits to each Camera System, as needed to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. Vendor shall not open the Traffic Signal Controller Boxes without a representative of Miami-Dade County Traffic Engineering present.
- 1.1.9 Vendor shall take reasonable best efforts to repair a non-functional Camera System within seventy-two (72) business hours of determination of a malfunction, except for those causes of Force Majeure as outlined in Section 18 in the General Terms and Conditions of this Agreement.
- 1.1.10 For any customer using Vendor lockbox or e-payment services, Vendor will establish a dedicated demand deposit account. If City is more than sixty (60) days past due on payments to Vendor, Vendor may withhold all transfers/sweeps of violation payments to City until City becomes current on its payments. One time setup, monthly merchant account servicing costs and nonsufficient funds fees shall be billed through to the City monthly.
- 1.1.11 Vendor is authorized to charge, collect and retain a convenience fee of \$4.00 for each electronic payment processed. Such fee is paid by the violator.

1.2 VENDOR OPERATIONS

- 1.2.1 There will be a one-time Warning Period of thirty (30) days, during which time courtesy notices of infractions will be issued without any civil fees. The parties hereto acknowledge that this Warning Period will be used to verify the reliability of the program and the detection of infractions, as well notify the public as to the existence of the cameras. The Warning Period shall commence on the date the initial camera and the Infraction Processing procedures become operational, or re-activated to become operational, with the exact date to be confirmed in writing by the parties' Project Managers. The City shall not be liable for any costs or expenses incurred by Vendor during this Warning Period. City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days the City shall be responsible for the normal monthly Service Fee.
- 1.2.2 Vendor shall provide the City with an automated web-based Citation processing system (Aaxis) including image processing, first notice printing and mailing of Citation or notice of violation per chargeable event and a mailing of a text only reminder notice, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. Each Citation or notice of violation shall be delivered by First Class mail to the Owner within the statutory period. In the case of a transfer of liability by the Owner, Vendor may also mail a Citation or notice of violation to the driver identified in the affidavit of non-liability or by rental car companies. Costs of certified mailings are priced separately and paid by the City for additional compensation to Vendor as indicated in Exhibit C.

- 1.2.3 Subsequent notices, other than those specified in subsection 1.2.2 may be delivered by First Class or other mail means for additional compensation to Vendor as agreed upon by the Parties.
- 1.2.4 Vendor shall apply an electronic signature to the Citation when authorized to do so by an approving law enforcement officer.
- 1.2.5 Vendor shall seek records from out-of-state vehicle registration databases and use such records to issue Notices of Violation for the City according to each pricing option. Vendor assumes this responsibility as a named City's agent by signing of DMV Services Subscriber Authorization. Vendor reserves the right to mail Notices of Violation to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.
- 1.2.6 If City is unable to or does not desire to integrate Vendor data to its adjudication system, Vendor shall provide one on-line adjudication processing module, which will enable the adjudication function to review cases, related images, up to six (6) correspondences, and other related information required to adjudicate the disputed Violation. The system will also enable the Court staff to accept and account for payments.
- 1.2.7 The provision of all necessary communication, broadband and telephone services to the Designated Intersections will be the sole responsibility of the Vendor.
- 1.2.8 The Axis System shall provide the City with the ability to run and print standard system reports. For any reports not readily available from the Axis System, Vendor shall provide a cost estimate to the City for providing such services.
- 1.2.9 During the twelve (12) month period following the installation of the first camera, upon Vendor' receipt of a written request from the City at least fourteen (14) calendar days in advance of a court proceeding, and if required by the Court or prosecutor, Vendor shall provide the City with or train a local expert witness to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis System until judicial notice is taken. City shall use its best efforts to obtain judicial notice as soon as possible.
- 1.2.10 The Vendor Project Manager (or a reasonable alternate) shall be available to the City's Project Manager each day.
- 1.2.11 All repair and maintenance of Traffic Safety Camera Program systems and related equipment will be the sole responsibility of Vendor, including but not limited to maintaining the casings of the cameras included in the Vendor System and all other Equipment in reasonably clean and graffiti-free condition; provided,

however, that if damage to Traffic Safety Camera Program systems or related equipment is due to the direct negligence of the City or its employees, City shall reimburse ATS for the cost of repair.

- 1.2.12 Vendor shall provide a help-line to assist the City with resolving any problems encountered regarding its Camera System and/or Citation processing. The help-line shall function during normal business hours.
- 1.2.13 As part of its Camera System, Vendor shall provide violators with the ability to view Violations online. This online viewing system shall include a link to the Vendor payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the Court, may be directed to and processed by Vendor and communicated to the Court via the Axis transfer described above.
- 1.2.14 In the event that images of a quality suitable for the Authorized Employee to identify Infractions cannot be reasonably obtained without the use of flash units, Vendor shall provide and install such flash units.
- 1.2.15 For video retrievals requested by Customer unrelated to enforcement of a Violation, including but not limited to investigation of a criminal matter, ATS will provide up to one (1) video retrieval per week at no cost to Customer.
- 1.2.16 Vendor is authorized to charge, collect and retain a convenience fee of \$4.00 each for electronic payments processed. Such fee is paid for by the violator.
- 1.2.17 All Infractions Data shall be stored on the Vendor System.
- 1.2.18 The Vendor System shall process Infractions Data gathered from the Designated Intersection into a format capable of review by the Authorized Employee via the Vendor System.
- 1.2.19 The Vendor shall make the initial determination that the image meets the requirements of this Agreement, and is otherwise sufficient to enable the City to meet its burden of demonstrating a violation of the law. If the Vendor determines that the standards are not met, the image shall not be processed any further.
- 1.2.20 The Vendor System shall be accessible by the Authorized Employee through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser. Vendor shall permit the Authorized Employee to generate monthly reports using the Vendor Standard Report System.

- 1.2.21 Vendor shall provide storage capabilities for the City to store infractions identified for prosecution for a period of time of not less than four (4) years after final disposition of a case.
- 1.2.22 Vendor shall provide a toll-free telephone number, at its sole expense, for the purposes of answering citizen inquiries.
- 1.2.23 Upon Vendor's receipt of a written request from the City at least fourteen (14) calendar days in advance of a hearing, Vendor shall provide expert witnesses for use by the City in prosecuting Infractions, before the City's hearing officer, at no cost to the City.
- 1.2.24 Vendor shall provide such training to City personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the City with respect to the Red Light Enforcement Program. However, if a specific case requires testimony on the technical aspects of the equipment, upon City's request Vendor shall provide the City with an expert in the hearing in that case at no cost to the City.

2. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within ten (10) business days of the Effective Date of this Agreement the City shall provide Vendor with the name, title, mailing address, email address and phone number of:
- a project manager with authority to coordinate City responsibilities under this Agreement
 - Municipal Court manager responsible for oversight of all Court-related program requirements
 - The Police contact
 - The Court contact
 - The person responsible for overseeing payments by violators (might be court)
 - The Prosecuting Attorney
 - The City Attorney
 - The Finance contact (who gets the invoices and will be in charge of reconciliation)
 - The IT person for the police
 - The IT person for the courts
 - The Public Works and/or Engineering contact responsible for issuing any/all permits for construction

- 2.2.2 Within ten (10) business days of the Effective Date of this Agreement, the City shall provide Vendor with the name and contact information for a Municipal Court manager responsible for oversight of all Court-related program requirements.
- 2.2.3 The City and Vendor shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the Parties. The City shall make every effort to adhere to the Project Time Line.
- 2.2.4 The City shall direct the Chief of Police or approved alternate to execute the Vendor DMV Services Subscriber Authorization to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Vendor is acting on behalf of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.5 The City is responsible for notifying Vendor of any ordinance changes in writing within three (3) business days of the first read of the proposed legislation. Vendor will not be responsible for any damages if not notified within the required time.
- 2.2.6 Once a Notice to Proceed is granted to Vendor in writing or by email, the City shall not issue a stop work order to suspend activity on the implementation process, unless City reimburses Vendor for costs incurred up to the date the stop work order is issued.
- 2.2.7 Once a camera system is installed and certified by Vendor as operational, it shall be immediately put into service. If a Camera is inactive for more than seven (7) days for any reason not caused by Vendor, other than Force Majeure as provided in Section 18, the fee per camera to be paid by the City shall be reduced in proportion to the duration of the inactivity on a pro rata basis. City may elect to deduct this amount from any amounts payable to Vendor, or Vendor may issue a separate payment directly to the City within seven (7) business days.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.3.1 If the City requests that Vendor move a Camera System to a new Approach after initial installation, the City shall pay for the costs to relocate the Camera System.
- 2.3.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, City shall reimburse Vendor for its any costs for moving or removing the Camera System, not including lost revenue. City may elect to reimburse Vendor directly or Vendor may recover its costs from program funds in addition to its normal fee.

- 2.3.3 Prior to the installation of any Camera System, City shall provide Vendor information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any intersection Approach designated for Camera System installation.
- 2.3.4 The Vendor shall be solely responsible for the fabrication of any signage, notices, or other postings required pursuant to any law, rule, or regulation of any Governmental Authority (“Signage”), including, but not limited to, the City and County Ordinances, State Statutes, and Florida Department of Transportation (FDOT) Regulations and shall assist in determining the placement of such Signage. Vendor shall be responsible for obtaining all necessary approvals from Governmental Authorities. City will work with Vendor to ensure that such Signage is compliant with any City Ordinance.
- 2.3.5 City understands that proper operation of the system requires access to traffic signal phase connections. City, therefore, shall provide free access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of the City, it shall be the City’s responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by the City.
- 2.3.6 City understands that proper operation of the system sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and / or other street furniture. City, therefore, shall provide free access to Vendor to attach of certain items of detection equipment to existing signal masts, mast arms and / or other street furniture for the proper operation of the system.
- 2.3.7 City shall allow Vendor to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the City’s jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by City. Vendor may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees. If existing power sources are not immediately available, City will allow Vendor to use temporary power until the existing power is established.
- 2.3.8 City shall not require Vendor to provide installation drawings stamped by a licensed civil engineer. However, Vendor work product and drawings shall be overseen and approved by a Vendor PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.

- 2.3.9 City shall approve or reject Vendor submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days. The City shall provide its best efforts in providing aid in achieving these timeframes for plan approvals when plans are being reviewed and permitted by any State and/or County agencies.
- 2.3.10 City, or any department of City, shall not charge Vendor or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services during installation or maintenance of a Camera System. City shall also fund any and all needed State and/or County permits.
- 2.3.11 City understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to Vendor and its subcontractor(s) within five (5) business days of plan approval. The City shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any State and/or County agency.
- 2.3.12 If required by the submitted design for proper operation, City shall allow Vendor to install vehicle detection sensors in the pavement of roadways within the City's jurisdiction, as permitted. The City is not responsible for acquiring permits not within its jurisdiction, but shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the State or County.
- 2.3.13 City shall allow Vendor to build reasonably necessary infrastructure into any existing City-owned easement upon written request and approved by the City.
- 2.3.14 If use of private property right-of-way is needed, City shall assist Vendor in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by the City as it is expressly excluded from the base fee structure identified in the fee schedule.

2.4 LAW ENFORCEMENT DEPARTMENT OPERATIONS

- 2.4.1 City shall process each potential Violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Aaxis to determine which Violations will be issued as Citations or notices of violation. In the event that City fails to process potential Violations within this timeframe, Vendor shall not be liable for failure to issue a notice or citation within statutory timeframes. **VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A NOTICE OF VIOLATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE**

DISCRETION (A “NOTICE OF VIOLATION DECISION”), AND IN NO EVENT SHALL VENDOR HAVE THE ABILITY OR AUTHORIZATION TO MAKE A NOTICE OF VIOLATION DECISION.

- 2.4.2 For optimal utilization, City workstation computer monitors for Violation review and approval should provide a resolution of 1280 x 1024.
- 2.4.3 For optimal data throughput, the City workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.4 City shall provide signatures of all authorized Law Enforcement users who will review events and approve Citations on forms provided by Vendor.

2.5 COURTS OPERATIONS

- 2.5.1 If City does not provide payment processing services, City shall use Vendor payment processing services.
- 2.5.2 City shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.5.3 City shall provide the specific text required to be placed on the Citation or notice of violation to be issued by Vendor within thirty (30) days of the Effective Date of this Agreement.
- 2.5.4 City shall approve the Citation or notice of violation form within fifteen (15) days of receipt from Vendor. Vendor reserves the right to make non-substantive formatting or incidental changes to the Citation or notice of violation without approval by City.
- 2.5.5 City shall provide a monthly report within ten days of the end of the prior month to Vendor showing Uniform Traffic Citation payments and the total revenue collected from those payments received during that period.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

2.6.1 In the event that remote access to the Vendor Axis System is blocked by City network security infrastructure, the City’s Department of Information Technology shall coordinate with Vendor to facilitate appropriate communications while maintaining required security measures.

EXHIBIT “D”

COMPENSATION & PRICING

SERVICE FEE SCHEDULE

1.0 **Description of Pricing**

Fees are based on per camera and are as follows: **Fee: \$4,750 per camera/per month**

Service Fees: Service Fee includes all costs required and associated with one rear-only Camera System installation, maintenance, and on-going field and back-office operations. Includes red-light camera equipment for a 4-lane approach with up to two (2) signal phases, installation, maintenance, violation processing services, DMV records access, First Class mailing of notice of violation with return envelope, mailing of second notice (as needed), lockbox and e-payment processing services, excluding user convenience fee, IVR call center support for general program questions and public awareness program support. This pricing applies to all cameras installed within the first twelve (12) months of the term of this Agreement.

Vendor’s monthly fee includes postage for the first class mailing of the 1st notice. Certified mail is extra and will be billed per unit as published by the US Postal Service at <http://www.usps.com/prices/extra-services-prices.htm>.

Flexible Payment Plan. During the term of the Agreement, payments by the Customer may be made to ATS under a Flexible Payment Plan if the total funds collected by all Eligible Cameras are insufficient to cover the Fees due ATS for the Eligible Cameras. Eligible Cameras are defined as any Camera System that is installed and has been operational for a minimum of twelve (12) months. Under the Flexible Payment Plan, the Customer may defer certain payments due and owing to ATS during each twelve (12) month period (the “Billing Period”). If at the end of the Billing Period, sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS for the Eligible Cameras, ATS agrees to waive its right to recovery with respect to any balance owing to ATS for the Eligible Cameras at the end of that Billing Period.

This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed ATS each month during the Billing Period. If the total amount of funds collected for all Eligible Cameras during a month exceeds the amount of the ATS invoice for the Eligible Cameras for the same month, the Customer shall pay ATS the total amount due on the invoice for the Eligible Cameras. If the amount of funds collected for all Eligible Cameras during a month is less than the amount of the ATS invoice for the Eligible Cameras for the same month, the Customer shall pay ATS only the amount collected for the Eligible Cameras during the same month and Customer may defer payment of the remaining balance for the Eligible Cameras. If opting to use a Flexible Payment Plan, Customer will provide ATS with sufficient information about payments received directly by the Customer or by the Courts to accurately determine the total amount of funds collected for the Eligible Cameras. Payments due ATS shall be reconciled by applying future funds collected in

subsequent months during the same Billing Period, first to the accrued balance and then to the subsequent monthly invoice during the same Billing Period. If at any time the ATS invoices including any accrued balance are fully repaid, the Customer will retain all additional funds collected during the Billing Period. Such additional funds (whether or not reserved in cash by the Customer) will be available to offset future ATS invoices during the same Billing Period. Customer agrees and understands the Flexible Payment Plan shall be applied in the aggregate across all Eligible Cameras and will not be applied on a per camera basis and that any Camera System which has not been billed for a minimum period of twelve (12) months is not an Eligible Camera.

Flexible Payment Plan – Limitations. This provision shall not apply if: (1) the Customer elects not to enforce all legally enforceable red light Violations; (2) the Customer elects not to pursue collections on unpaid Violations when contractually obligated to do so; (3) the Customer directs ATS to install a camera at a site where violation rates are projected by ATS to be below the rate required by ATS for an acceptable installation; or (4) the Customer waives and/or fails to timely process more than ten percent (10%) of valid Violations forwarded to the Police for acceptance according to the business rules defined by the Customer prior to the start of the program.

- 2.0 **Optional Annual Training Conference:** Vendor provides a comprehensive user training conference (the “Conference”) for active photo traffic safety and enforcement clients. The Conference’s main focus is training of the system. Core elements include training on implementation methods and improvements, operational monitoring and improvements, statistical analysis, public relations and technology assessment. The sessions include participation by industry members, industry speakers and panel discussions. The Conference will be held in the Phoenix Metropolitan area. If City opts to attend the Conference, City shall be invoiced \$100 per month per attendee and can assign up to three (3) project team members to attend the Conference each year. The \$1,200 fee per attendee will cover travel, accommodations and all related Conference fees.
- 3.0 **Optional Public Relations Services:** Vendor may provide additional public relations services upon written request by City. These services may include advertising, media relations, and public relations consultants. The fee for such services shall be mutually agreed upon based on the scope of the public relations services to be provided.
- 4.0 **Warning Period:** There will be no charge to City during the thirty (30) day Warning Period, and Vendor shall not receive any compensation for any notices sent during the Warning Period.
- 4.1 **Evaluation:** Vendor agrees to conduct SLS study at no cost to the City of North Miami Beach, upon which City may rely upon to evaluate this program.



City of North Miami Beach
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MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Roslyn B. Weisblum, City Manager
DATE: Tuesday, February 19, 2013

RE: Forfeiture (LETf) Appropriation Request (Chief of Police Larry Gomer)

BACKGROUND: The asset forfeiture program is a process to deprive the criminals from the proceeds of their crime, and offset any investigative expenses of law enforcement. Usually the investigations are long-term and are conducted as part of a task force operation.

The Police Department has three separate funds to account for the revenues and expenditures as required by the State of Florida, U.S. Department of Justice and U.S. Department of Treasury.

RECOMMENDATION: It is respectfully requested that the funding requests be approved for the expenditures described in the attached document.

FISCAL IMPACT: This request will not affect the City's General Fund, but will reduce the available balance in each corresponding LETf.

CONTACT PERSON(S): Larry Gomer, Chief Of Police
Mac Serda, Assistant City Manager

ATTACHMENTS:

- ▣ [LETf Request and Descriptions](#)

CITY OF NORTH MIAMI BEACH, FLORIDA

INTER-OFFICE MEMORANDUM

TO: Roslyn B. Weisblum
City Manager

DATE: February 12, 2013

SUBJECT: Use of LETF Funds

FROM: Larry Gomer
Chief of Police

REFERENCES:

ENCLOSURES:

I respectfully request that you place on the agenda for the next City Council meeting the attached appropriation requests totaling **\$749,000.00** for expenditure from the Law Enforcement Trust Accounts. We will ask for **\$650,000.00** from the Federal Justice Law Enforcement Trust Fund (Fund 172), **\$75,000.00** from the Federal Treasury Law Enforcement Trust Fund (Fund 177), and **\$24,000.00** from the State/Local Law Enforcement Trust Fund (Fund 173).

As Chief of Police, I certify that the item requested below is in compliance with applicable Federal Guidelines and Florida Statute Chapter 932.7055, subsection 4, regarding the disposition of lien, seized, and forfeited property.

If you have any questions concerning this request, please contact Interim Chief Larry Gomer at extension 2911 or Captain Kevin Prescott at extension 2528.

cc: Kevin Prescott Administrative Police Captain
Betty Kennedy, Police Finance

Federal (Treasury) LETF (Fund 177):

The above requested amount will be used for the following law enforcement related purpose(s):

1. Police Training \$ 25,000.00

The Police Department is committed to further educating its personnel, and therefore requests funding for training programs. These programs will allow police employees to develop additional expertise in specific areas related to their job duties.

2. Rental Vehicles for Gang/Fraud Task Force \$50,000.00

In order to maintain the anonymity of the task force officers, rental vehicles are used. They provide versatility by allowing the Task Force Officers the ability to change the vehicle they are driving if the vehicle is compromised. In addition, a rental vehicle has no affiliation directly linked to a Law Enforcement agency so if the vehicle license plate is checked, there will be no information available to compromise the investigation or the officer. The amount requested will provide for 7 vehicles for a period of one year.

Federal (Treasury) Status Report (as of 10/1/2012):

Surplus Carryover - 10/01/12 \$ 1,224,774.92

FY 2013 to Date:

Revenues	0.00
Current Year Council Appropriations	0.00
Prior Year Council Appropriations)	0.00
Unencumbered Prior Year Approvals	0.00
Expenditures	0.00

Balance Available for Expenditure \$ 1,224,774.92



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MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: Tuesday, February 19, 2013

RE: Litigation List

BACKGROUND:

RECOMMENDATION:

FISCAL IMPACT:

CONTACT PERSON(S): Darcee S. Siegel, City Attorney

ATTACHMENTS:

▣ [Litigation List](#)

TO: Mayor and City Council
FROM: Darcee S. Siegel, City Attorney
DATE: February 19, 2013

LITIGATION LIST

I. Civil Rights:

II. Personal Injury:

III. Other Litigation:

* **Allstate Insurance (Julmisse) v CNMB**
Automobile Accident

IV. Forfeitures:

V. Mortgage Foreclosures:

	<u>American Airlines Federal Credit Union v CNMB (Henriquez)</u>	CITY DROPPED AS A PARTY
*	<u>Bank of America v CNMB (Cruz)</u>	
	<u>Bank of New York v CNMB (Pissinis)</u>	VOLUNTARY DISMISSAL
	<u>Citimortgage v CNMB (Bilgoray)</u>	PROPERTY SOLD
	<u>Chase Mortgage v CNMB (M. Santiago)</u>	CITY DROPPED AS A PARTY
	<u>Flagstar v CNMB (Cox)</u>	ORDER OF DISMISSAL
	<u>FirstBank Puerto Rico v CNMB (Perez)</u>	PROPERTY SOLD
	<u>Great Florida Bank v CNMB (Miranda)</u>	VOLUNTARY DISMISSAL
	<u>Home Equity Mortgage v CNMB (Marcellus)</u>	CITY DROPPED AS A PARTY

HSBC Bank v CNMB (Jones)

HSBC Bank v CNMB (Williams)

Onewest Bank v CNMB (Rodriguez, A)

Onewest Bank v CNMB (Rodriguez, M)

U.S. Bank v CNMB (Gonzalez)

U.S. Bank v CNMB (Morcillo)

Wells Fargo v CNMB (Zamora)

LIENS PAID IN FULL

ORDER OF DISMISSAL

ORDER OF DISMISSAL

ORDER OF DISMISSAL

PROPERTY SOLD

PROPERTY SOLD

PROPERTY SOLD

VI. Bankruptcies:

*** Bells Bicycles and Repairs, Inc.**



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MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
DATE: Tuesday, February 19, 2013

RE: Ordinance No. 2013-3 - First Reading by Title Only (City Clerk Pamela L. Latimore)

BACKGROUND: Article III of the Charter of the City of North Miami Beach provides for regular elections to be held biennially on the first Tuesday in May and runoff elections, if required, to be held the second Tuesday in May. The Miami-Dade Supervisor of Elections and the County Manager have requested that the North Miami Beach City Council adopt an ordinance changing the date of the upcoming runoff election, if one is required, from May 14, 2013 to May 21, 2013 to allow for the accurate programming of voting machines, as well as the preparation, printing, testing and return of absentee ballots.

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Pamela L. Latimore, City Clerk
Darcee S. Siegel, City Attorney

ATTACHMENTS:

- ▣ [Ordinance No. 2013-3](#)

ORDINANCE NO. 2013-3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RELATING TO MUNICIPAL ELECTIONS; CHANGING THE DATE FOR THE CITY OF NORTH MIAMI BEACH MUNICIPAL RUNOFF ELECTION NOW SCHEDULED FOR MAY 14, 2013 TO MAY 21, 2013 AND TO ADJUST THE TERMS OF OFFICE OF SITTING COUNCILPERSONS NECESSITATED BY SUCH CHANGE OF DATE, AS REQUESTED BY THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS AND AS AUTHORIZED BY FLORIDA STATUTES §166.021(4) AND 100.3605(2); PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III of the Charter of the City of North Miami Beach provides for regular elections to be held biennially on the first Tuesday in May and runoff elections, if required, to be held the second Tuesday in May; and

WHEREAS, the Miami-Dade Supervisor of Elections and the County Manager have requested that the North Miami Beach City Council adopt an Ordinance changing the date of the upcoming runoff election, if one is required, from May 14, 2013 to May 21, 2013 to allow for the accurate programming of voting machines, as well as the preparation, printing, testing and return of absentee ballots; and

WHEREAS, Sections 100.3605(2) and 166.021(4), Florida Statutes, specifically empower municipalities to enact changes in election dates and changes in terms of office that are necessitated by such changes in election dates, without approval by referendum of the electors; and

WHEREAS, in reliance on the representations of Miami-Dade County, and the herein cited state law as to the necessity and legality of such changes, the Mayor and City Council have

determined it to be in the best interests of the citizens and residents of the City to change this year's runoff election, if any, from May 14, 2013 to May 21, 2013, and to extend the terms of office of all sitting councilpersons until the declaration of such election results, and installation of all newly elected (or re-elected) members of Council at a special meeting of the City Council to be held on or about 7:00 p.m. on Tuesday, May 28, 2013, pursuant to the City's Charter and ordinance provisions, and above cited state law.

NOW, THEREFORE,

BE IT ORDAINED, by the City Council of the City of North Miami Beach, Florida.

Section 1. All foregoing recitals are true and correct.

Section 2. The Mayor and City Council of the City of North Miami Beach, Florida pursuant to Municipal powers vested by state law in accordance with Florida Statutes §100.3605(2) and 166.021(4), hereby change the election date for a runoff election, if required, for the general election for the year 2013, from May 14, 2013 to May 21, 2013 and hereby extend the terms of office for all sitting councilpersons, until the declaration of said election results and installation of all newly elected or re-elected councilpersons, at a special meeting of the City Council to be held at 7:00 p.m. on Tuesday, May 28, 2013.

Section 3. The City Clerk is hereby directed to send a certified copy of this ordinance to the Miami-Dade County Supervisor of Elections.

Section 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 6. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word “Ordinance” may be changed to “Section”, “Article” or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this ____ **day of February, 2013.**

APPROVED AND ADOPTED on second reading this ____ **day of _____,**
2013.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

Sponsored by: Mayor and City Council



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MEMORANDUM

 Print

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk
DATE: Tuesday, February 19, 2013

RE: Ordinance No. 2013-4 First Reading by Title Only (City Clerk Pamela L. Latimore)

BACKGROUND: The City Council, pursuant to North Miami Beach Ordinance No. 2005-5, exempted municipal Mayor and City Council election(s) commencing with the May 3, 2005 election(s) from the duration, hours of operation, and other restrictions for early voting as provided by Section 101.657(1)(b), Florida Statutes, while enabling the City to provide for a sufficient, but shortened, schedule of early voting in advance of such municipal election(s). Offering early voting will assure that all voters have their guaranteed constitutional right and privilege to cast their vote and have it counted.

RECOMMENDATION: Approval is recommended.

FISCAL IMPACT:

CONTACT PERSON(S): Pamela L. Latimore, City Clerk
Darcee S. Siegel, City Attorney

ATTACHMENTS:

[Ordinance No. 2013-4](#)

ORDINANCE NO. 2013-4

AN ORDINANCE AMENDING CHAPTER VII, SECTION 7-14(b), OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; PROVIDING FOR “EARLY VOTING” FOR MAYOR AND CITY COUNCIL ELECTIONS TO BE HELD IN MAY, 2013; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council, pursuant to North Miami Beach Ordinance No. 2005-5, exempted municipal Mayor and City Council election(s) commencing with the May 3, 2005 election(s) from the duration, hours of operation, and other restrictions for early voting as provided by Section 101.657(1)(b), Florida Statutes, while enabling the City to provide for a sufficient, but shortened, schedule of early voting in advance of such municipal election(s); and

WHEREAS, the City Council desires to establish the early voting time period for the May 2013 election cycle; and

WHEREAS, offering early voting will assure that all voters have their guaranteed constitutional right and privilege to cast their vote and have it counted; and

WHEREAS, the Mayor and City Council recognize that early voting, with a range of days prior to election day, makes it a convenient and ideal option for North Miami Beach voters.

NOW, THEREFORE,

BE IT ORDAINED, by the City Council of the City of North Miami Beach, Florida.

Section 1. All foregoing recitals are true and correct.

Section 2. Chapter VII, Section 7-14(b), of the Code of Ordinances of the City of North Miami Beach, is hereby amended to read as follows:

(b) In lieu of the above-described provisions of Section 101.657(1)(b), Florida Statutes, it is hereby provided that early voting shall be provided at North Miami Beach City Hall as follows: ~~Thursday, April 28, 2011~~ May 2, 2013 through ~~Sunday, May 1, 2011~~ May 5, 2013. Voting hours shall be from 10:00 a.m. to 6:00 p.m. Thursday and Friday, and from 2:00 p.m. to 6:00 p.m. on Saturday and Sunday. If a Runoff Election occurs, early voting will be provided on Thursday, ~~May 12, 2011~~ May 16, 2013 and Friday, ~~May 13, 2011~~ May 17, 2013 from 10:00 a.m. to 6:00 p.m., as feasible, based upon information by the Miami-Dade County Supervisor of Elections Office.

Section 3. It is the intention of the City Council of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

APPROVED BY TITLE ONLY on first reading this ____ **day of February, 2013.**

APPROVED AND ADOPTED on second reading this ____ **day of _____, 2013.**

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

Sponsored by: Mayor and City Council

DARCEE S. SIEGEL
CITY ATTORNEY