



## CITY OF NORTH MIAMI BEACH

City Council Meeting  
Council Chambers, 2nd Floor  
City Hall, 17011 NE 19 Avenue  
North Miami Beach, FL 33162

**Tuesday, April 7, 2015**

**7:30 PM**

Mayor George Vallejo  
Vice Mayor Marlen Martell  
Councilman Anthony F. DeFillipo  
Councilwoman Barbara Kramer  
Councilman Frantz Pierre  
Councilwoman Phyllis S. Smith  
Councilwoman Beth E. Spiegel

City Manager Ana M. Garcia  
City Attorney Jose Smith  
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

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1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION - TBA**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS**
  - 5.1 **Proclamation for Library Week**
  - 5.2 **Miami-Dade County Public School Improvements Update**

Dr. Jean E. Teal, Principal of Fulford Elementary will provide a progress report on the schools within the NMB feeder pattern.

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 **Resolution No. R2015-13 (Rose Amberson, Director of Human Resources)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BY AND BETWEEN CLAIMANTS CYRILLE BOILY AND SUBROGEE SOCIETE DE L'ASSURANCE AUTOMOBILE DU QUEBEC, AND THE CITY OF NORTH MIAMI BEACH, IN THE AMOUNT OF \$52,000.00, TO RESOLVE CLAIMANTS' DEMAND FOR DAMAGES ALLEGED TO HAVE RESULTED FROM A MOTOR VEHICLE ACCIDENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS.**

8.2 **Resolution No. R2015-24 (Paulette Murphy, Director of Parks & R.E.C.)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING AND APPROVING THE \$10,080 GRANT FOR THE CITY'S SPORTS PROGRAMS FOR FY2014/2015 FROM MIAMI-DADE COUNTY THROUGH ITS OFFICE OF MANAGEMENT AND BUDGET, GRANTS COORDINATION AND CONTRACT #15-NMBE-CB; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE OF ACCEPTANCE OF THE GRANT**

8.3 **Resolution No. 2015-25 (Mac Serda, Deputy City Manager)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING, APPROVING AND RATIFYING THE FY2014 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ASSISTANCE GRANT AND AGREEMENT # LP13014; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE OF ACCEPTANCE OF THE GRANT FUNDS.**

8.4 **Resolution No. R2015-26 (Barbara Trinko, Finance Director and Brian K. O'Connor, Chief Procurement Officer)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH**

**MIAMI BEACH, FLORIDA, ACCEPTING THE PROPOSAL OF BRANCH BANKING AND TRUST COMPANY (“BB&T”) PURSUANT TO RFP NO. 2015-03 REFUNDING REVENUE AND CAPITAL BOND, SERIES 2005C.**

**8.5 Resolution No. R2015-27 (Esmond Scott, Director of Public Works)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH, GRANTING THE CITY FUNDS FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FOR ALLEN PARK RENOVATIONS AND IMPROVEMENTS AND ULETA COMMUNITY CENTER PARK IMPROVEMENTS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENTS WITH MIAMI-DADE COUNTY FOR THE PROJECTS.**

**8.6 Resolution No. R2015-28 (Rasha Cameau, CRA Coordinator)**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2014-2015 AMENDED BUDGET; AUTHORIZING THE CITY MANAGER TO TRANSMIT THE CRA FISCAL YEAR 2014-2015 AMENDED BUDGET TO MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE CRA FISCAL YEAR 2014-2015 AMENDED BUDGET WITH MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**8.7 Resolution No. R2015-29 (Jose Smith, City Attorney)**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT RESOLVING LITIGATION STYLED SIEGEL v. CITY OF NORTH MIAMI BEACH, CASE NO. 14-019426 CA 01, ELEVENTH JUDICIAL CIRCUIT, MIAMI-DADE COUNTY, FLORIDA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS.**

**9. CITY MANAGER'S REPORT**

**9.1 Free Spay/Neuter Surgeries for Cats**

In an effort to control the overpopulation of cats in Miami-Dade County, Commissioner Sally Heyman is sponsoring a free spay/neuter event in District 4. Mayor Vallejo and Councilmembers Smith and Spiegel, along with Miami-Dade County Animal Services Department are offering **FREE** spay/neuter surgeries for cats on Sunday, April 12, 2015, at North Miami Beach Marjorie & William McDonald Center located at 17051 NE 19th Ave, North Miami Beach. Please call 3-1-1 to make an appointment. All cats must be dropped off at the event at 7:30 a.m.

**9.2 Tour de Force, April 13, 2015 (J. Scott Dennis, Chief of Police)**

**9.3 Magical History Tour**

Saturday April 18, 2015, check-in at 9:30 a.m., call (305) 948-2957 for reservations

**9.4 National Arbor Day**

On Friday, April 24th at 10:00 AM the City will celebrate National Arbor Day at Dolphin Park located at NE 170th Street and NE 3rd Court.

**9.5 JubanoJazz Benefiting Children's Survival Network**

Come and enjoy the sounds of JubanoJazz, a fusion of Latin jazz with distinct Caribbean overtones and South American dance rhythms benefiting the Children's Survival Network. This concert will take place on Sunday, April 26 from 3:00PM to 6:00PM at the Julius Littman Performing Arts Center. For tickets, please call (305) 458-4900.

**9.6 Mother's Day Breakfast**

Join us on Saturday, May 9 as we honor mothers in the North Miami Beach Community with a special breakfast featuring entertainment and raffles. The event will be held from 9:00AM – 11:00AM at the Marjorie and William McDonald Center, 17051 NE 19<sup>th</sup> Avenue. Space is limited! Please call (305) 948-2957 for tickets.

**9.7 1st Annual Community Spring Festival**

Join us on Sunday, May 17 from 1:00PM to 6:00PM for our 1st Annual Community Spring Festival. This event will take place on Hanford Boulevard (one block North of 163rd Street) on 19th Avenue. This event is free. For more information, please call (305) 948-2957.

**9.8 Strategic Plan**

**9.9 ERP Status Update (Patrick Rosiak, IT Manager)**

**9.10 Banner Signs - Discussion of Staff Proposed Amendment**

Discussion Item

**10. CITY ATTORNEY'S REPORT**

**10.1 Litigation List**

Litigation List

**11. MAYOR'S DISCUSSION**

**12. MISCELLANEOUS ITEMS - *None***

**13. BUSINESS TAX RECEIPTS - *None***

**14. DISCUSSION ITEMS - *None***

**15. LEGISLATION - *None***

**16. CITY COUNCIL REPORTS**

**17. NEXT REGULAR CITY COUNCIL MEETING - April 21, 2015**

**18. ADJOURNMENT**

The City of North Miami Beach



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:**  
**VIA:** Edenia Hernandez, Library Manager  
**DATE:** Tuesday, April 7, 2015

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**RE:** Proclamation for Library Week

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**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

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**ATTACHMENTS:**

▣ [Proclamation\\_National Library Week 2015](#)

# Proclamation

## National Library Week 2015

*WHEREAS, libraries create potential and possibilities within their communities, campuses and schools;*

*WHEREAS; libraries level the playing field for all who seek information and access to technologies;*

*WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities;*

*WHEREAS, libraries and librarians open up a world of possibilities through innovative STEAM programing, Makerspaces, job-seeking resources and the power of reading;*

*WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books;*

*WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;*

*WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.*

*NOW, THEREFORE, be it resolved that I Mayor George Vallejo and the North Miami Beach City Council, proclaim National Library Week, April 12-18, 2015. I encourage all residents to visit the library this week to take advantage of the wonderful library resources available @ NMB Library. You have Unlimited Possibilities @ NMB Library.*

\_\_\_\_\_  
*Mayor George Vallejo*

\_\_\_\_\_  
*Vice Mayor Marlen Martell*

\_\_\_\_\_  
*Councilman Anthony F. DeFillipo*

\_\_\_\_\_  
*Councilwoman Barbara Kramer*

\_\_\_\_\_  
*Councilwoman Frantz Pierre*

\_\_\_\_\_  
*Councilwoman Phyllis S. Smith*

\_\_\_\_\_  
*Councilwoman Beth E. Spiegel*





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

## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Rose Amberson, Human Resources Director  
Esther Martinez, Risk and Benefits Manager  
Dotie Joseph, Deputy City Attorney  
**DATE:** Tuesday, April 7, 2015

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**RE:** Resolution No. R2015-13 (Rose Amberson, Director of Human Resources)

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**BACKGROUND ANALYSIS:**

The City of North Miami Beach is self-insured for general and auto liability claims. In consultation with the City Attorney's Office, the Risk Management Department is seeking approval for a settlement. On January 12, 2012 a City employee was involved in a motor vehicle accident with a bicyclist who was seriously injured. Through his insurance company, the claimant is seeking reimbursement for medical expenses and costs. While the total amount of medical bills paid exceed \$112,000, the City Attorney's Office negotiated a settlement amount of \$52,000 in exchange for a general release of all claims. Based on exposure to the City, it is recommended that the Council approve the proposed Settlement.

**RECOMMENDATION:**

It is recommended that Resolution No. R2015-13 be passed by the City Council so that the settlement may be finalized and payment issued.

**FISCAL/BUDGETARY IMPACT:**

The cost of the Settlement is \$52,000 and funded through the City's Self-Insurance Fund.

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**ATTACHMENTS:**

- ▢ [Resolution No. 2015-13](#)
- ▢ [Settlement Agreement](#)
- ▢ [Demand Letter and Itemized Medical Expenses](#)
- ▢ [Damages Summary](#)



**RESOLUTION NO. R2015-13**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BY AND BETWEEN CLAIMANTS CYRILLE BOILY AND SUBROGEE SOCIETE DE L'ASSURANCE AUTOMOBILE DU QUEBEC, AND THE CITY OF NORTH MIAMI BEACH, IN THE AMOUNT OF \$52,000.00, TO RESOLVE CLAIMANTS' DEMAND FOR DAMAGES ALLEGED TO HAVE RESULTED FROM A MOTOR VEHICLE ACCIDENT INVOLVING A CITY EMPLOYEE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS.**

**WHEREAS**, Claimant Cyrille Boily filed a claim against the City on March 31, 2014 for damages in the amount of \$89,215.37 for injuries sustained in a bicycling accident on January 12, 2012 when he collided with a City vehicle; and

**WHEREAS**, Mr. Boily underwent surgery to repair a fractured right hip, and incurred medical costs, expenses and losses, which his insurer Societe de L'Assurance Automobile du Quebec ("SAAQ") paid at the discounted rate of USD \$52,594.52, as coverage benefits on behalf of Mr. Boily; and

**WHEREAS**, liability is disputed, but failure to settle the claim with Mr. Boily and SAAQ, as subrogee, will result in the City's exposure of \$52,594.52 in medical, as wells as other damages; and

**WHEREAS**, Cyrille Boily, SAAQ, and the City desire to amicably and voluntarily settle and release all disputes and claims made, or which could be made in connection with the incident, including claims for personal injuries, without requiring the City to admit or acknowledge any wrongdoing, by payment from the City in the total amount of US \$52,000.00 to Mr. Boily and SAAQ jointly.

**RESOLUTION NO. R2015-13**

**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, and are fully incorporated by reference into this resolution as findings.

**Section 2.** **Approval of Settlement Agreement.** The Mayor and City Council of the City of North Miami Beach, Florida, hereby approve the Settlement Agreement and Release of all Claims by and between Claimants Cyrille Boily and SAAQ, and the City, in the form attached hereto as Exhibit "A."

**Section 3.** **Authority of the City Manager.** The Mayor and City Council of the City of North Miami Beach, Florida hereby authorize the City Manager to execute and deliver the Settlement Agreement and Release of All Claims and take any and all necessary action to implement the settlement agreement.

**Section 4.** **Effective Date.** This Resolution shall become effective immediately upon adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this 7th day of April, 2015.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

Sponsored By: Mayor and Council

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY



# NANCY LAPIERRE

ATTORNEY • AVOCATE • U.S.A.

ACCIDENTS • INJURIES • BLESSURES

WWW.LAPIERREACCIDENT.COM

NANCY LAPIERRE, ESQUIRE

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NLAPIERRE@LAPIERRELAW.COM  
PHONE: (954) 474-0495  
FACSIMILE: (954) 333-3544  
TOLL FREE: (877) 624-8737

FORT LAUDERDALE OFFICE  
133 NW 100<sup>TH</sup> AVENUE  
FORT LAUDERDALE, FL 33324

February 2, 2015

City of North Miami Beach  
**ATTN: Dotie Joseph, Esq.**  
17011 NE 19 Avenue  
4th Floor  
N. Miami Beach, FL 33162

Re: Our Client : SAAQ as subrogee of Cyrille Boily  
Date/Incident: 01/12/2012  
Location : NE 19 Avenue and NE 163 St., North Miami Beach

Dear Ms. Joseph:

Enclosed herewith you will find the original Release executed by SAAQ and Mr. Boily pertaining to a settlement amount of \$52,000.00 USD. Please schedule this matter for City Counsel's approval. Your cooperation is greatly appreciated. Should you have any questions, please do not hesitate to contact our office.

Very truly yours,

  
Nancy Lapierre

NL/jb  
Encl.

## SETTLEMENT AGREEMENT GENERAL RELEASE

In consideration of the sum of **FIFTY TWO THOUSAND DOLLARS AND NO CENTS (\$52,000.00)** to **SOCIÉTÉ DE L'ASSURANCE AUTOMOBILE DU QUÉBEC ("SAAQ")** and **CYRILLE BOILY** (hereinafter "RELEASORS") do hereby release and forever discharge the **CITY OF NORTH MIAMI BEACH** and **STEPHEN L. SIETHOLTZ** and any other person, firm or corporation vicariously charged or chargeable with responsibility or liability, their agents, employees, successors, insurers, heirs, representatives and assigns (hereinafter "RELEASEES"), from any and all claims, specifically including all claims to both person and property, expenses, actions, and causes of action arising from any act or occurrence up to the present time, and particularly on account of all expenses, losses suffered or damages of any kind, known or unknown, suspected or unsuspected, fixed or contingent which the undersigned now has, owns or holds, or claims to have, own or hold, sustained as the result of an incident that occurred on or about January 12, 2012 at or around NE 163rd<sup>st</sup> Street & 19<sup>th</sup> Avenue, North Miami Beach, Florida which was the subject matter of this claim.

RELEASORS hereby remise, release, acquit, satisfy, and forever discharge RELEASEES, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, causes of action, in law or in equity, which said party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

The parties hereby settle and compromise any and all claims (including any claims for attorneys' fees and costs, punitive damages, bad faith or extra-contractual damages or statutory or common law bad faith) for personal injuries, property damage, lost wages, hospitals, doctors, nurses, medical expenses, costs, attorneys fees, and any other damages and law or in equity as a result of or in any way related to the incident and matter set forth in the claim referred to above, which would be deemed forever satisfied, discharged and released. Moreover, RELEASORS affirm that they have not filed an action with any governmental agency or court against the RELEASEES.

RELEASORS represent to the RELEASEES they alone are entitled to the settlement funds and that there are no liens or claims made to these funds by any other party, including any claims made by any health insurance carrier, workmen's compensation benefits, medical payments benefits, medical liens, and hospital liens, in and as further consideration, the Claimants, **CYRILLE BOILY** and **SAAQ**, for and in consideration of the above referenced sum, received from the **CITY OF NORTH MIAMI BEACH**, receipt of which is hereby acknowledged, the undersigned does hereby agree to assume full responsibility for any liens or monies which may be due for medical expenses, hospital expenses, hospital liens, property damage liens, health insurance liens, lost earnings payments, subrogation claims or liens, Workers Compensation, Medicare, Medicaid Liens or any other liens or claims that have accrued or may accrue as a result of that certain incident that occurred on or about January 12, 2012.

In entering into this Agreement, the Parties acknowledge that they have relied upon the tax advice of their respective tax consultants and/or attorneys. Claimants, **SAAQ** and **CYRILLE BOILY**, shall be solely responsible for, and are legally bound to make payment of, any taxes determined to be due and owing (including penalties and interest related thereto) by it to any federal, state, local, or regional taxing authority as a result of payment of the Settlement Amount. **SAAQ** and **CYRILLE BOILY** understand that **RELEASEES** have not made, and they do not rely upon, any representations regarding the tax treatment of the sums paid pursuant to this Agreement. Moreover, **SAAQ** and **CYRILLE BOILY** agree to indemnify and hold the **RELEASEES** harmless in the event that any governmental taxing authority asserts against **RELEASEES** any claim for unpaid taxes, failure to withhold taxes, penalties, or interest based upon the payment of the Settlement Amount.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the **RELEASEE**, by whom liability is expressly denied. The undersigned understand that said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages or losses that the undersigned has heretofore asserted or that they or their heirs, successors or assigns might hereafter assert because of said incident. The Parties acknowledge that the Settlement Payment was agreed upon as a compromise and final settlement of disputed claims and that payment of the Settlement Payment is not, and may not be construed as, an admission of liability by **RELEASEES** and is not to be construed as an admission that **RELEASEES** engaged in any wrongful, tortious or unlawful activity. **RELEASEES** specifically disclaims and denies (a) any liability to **RELEASORS** and (b) engaging in any wrongful, tortious or unlawful activity.

It is further understood and agreed that no promise or agreement not herein expressed has been made to the undersigned and that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital. Further, this Agreement may not be modified or changed, except by a writing signed by the Office of the City Attorney for the City of North Miami Beach.

Should any provision of this Agreement be declared or be determined by any court to be void, voidable, or otherwise unenforceable for any reason, such adjudication shall be limited to those provisions so deemed void, voidable or unenforceable, and shall not be construed to extend to any other provisions of this Agreement. The validity of the remaining parts, terms or provisions shall not be affected thereby and void, voidable or unenforceable parts, terms or provisions shall be deemed not to be a part of this Agreement.

The undersigned hereby agree, as a further consideration and inducement for this compromise settlement, that such settlement shall apply to all unknown and unanticipated damages or losses resulting from the said incident, casualty or event, as well as to damages or losses now known or disclosed, and that such liability as the undersigned may or shall have incurred, directly or indirectly, in connection with or for damages arising out of the incident to each person or organization released and discharged of liability herein, and to any other person or organization, is expressly reserved to each of them, such liability not being waived, agreed upon, discharged or settled by this Release. This Agreement shall be, and remain, in effect despite the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true.

This Agreement is made and entered into in the State of Florida and any disputes shall be governed by, construed, interpreted and enforced exclusively through the state courts of the State of Florida without regard to the principles of conflicts of laws.

In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

I further declare that I am over eighteen (18) years of age, that I have carefully read this Release in its entirety or been advised by a complete translation of this Release and know and understand the contents thereof, that I have had the benefit of the advice of independent counsel of our my choosing, and that I have signed this Release as my own free act.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

FURTHER, REALEASORS CYRILLE BOILY and SAAQ do hereby agree to assume full responsibility for and to hold the RELEASEES harmless for any liens or monies which may be due for medical expenses, hospital expenses, hospital liens, health insurance liens, lost earnings payments, subrogation claims or liens, Workers Compensation Liens, any other liens, or subrogation rights of Medicaid or Medicare, of any lawyer and/or law firm which may be asserted against, or claims that have accrued or may accrue as a result of that certain incident that occurred on or about January 12, 2012.

BY: Cyrille Boily  
**CYRILLE BOILY**  
*General Release as to all claims*

Date: 01/13/2015

BY: \_\_\_\_\_  
**SOCIÉTÉ DE L'ASSURANCE AUTOMOBILE  
DU QUÉBEC ("SAAQ")**  
*Release as to all claims made in connection with SAAQ Claim No..2012A027 (including liens for any and all medical providers)*

Date: \_\_\_\_\_

This Agreement is made and entered into in the State of Florida and any disputes shall be governed by, construed, interpreted and enforced exclusively through the state courts of the State of Florida without regard to the principles of conflicts of laws.

In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

I further declare that I am over eighteen (18) years of age, that I have carefully read this Release in its entirety or been advised by a complete translation of this Release and know and understand the contents thereof, that I have had the benefit of the advice of independent counsel of our my choosing, and that I have signed this Release as my own free act.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**FURTHER, REALEASORS CYRILLE BOILY and SAAQ** do hereby agree to assume full responsibility for and to hold the RELEASEES harmless for any liens or monies which may be due for medical expenses, hospital expenses, hospital liens, health insurance liens, lost earnings payments, subrogation claims or liens, Workers Compensation Liens, any other liens, or subrogation rights of Medicaid or Medicare, of any lawyer and/or law firm which may be asserted against, or claims that have accrued or may accrue as a result of that certain incident that occurred on or about January 12, 2012.

BY: \_\_\_\_\_

**CYRILLE BOILY**

*General Release as to all claims*

Date: \_\_\_\_\_

BY: Michelle Touvalle for \_\_\_\_\_

**SOCIÉTÉ DE L'ASSURANCE AUTOMOBILE  
DU QUÉBEC ("SAAQ")**

*Release as to all claims made in connection with SAAQ Claim No..2012A027 (including liens for any and all medical providers)*

Date: 2015-01-08

I am an unmarried adult and was unmarried at time  
of my accident

CYRILLE BOILY

BY:

Cyrille Boily

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13 day of

JANUARY, 2015

E. Fournier

WITNESS SIGNATURE

ELVIN FOURNIER

Type or Print Name

Signed, sealed and delivered  
in the presence of:

STATE OF FLORIDA )

COUNTY OF DADE )

SS:

I HEREBY CERTIFY that on this 13 day of JANUARY, 2015 before me, an  
Officer duly authorized in the State of Florida, and in the County aforesaid;  
CYRILLE BOILY, who is  personally known to me or  has produced a  
Florida Driver's License, appeared before me and executed this Release Document.

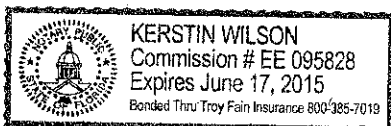
Kerstin Wilson

NOTARY PUBLIC

My Commission Expires:

KERSTIN WILSON

Type or Print Name





SOCIÉTÉ DE L'ASSURANCE AUTOMOBILE DU QUÉBEC ("SAAQ")

BY: Micheline Tourville

Title: Recovery officer

Print Name: MICHELINÉ TOURVILLE

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8 day of

January, 8, 2015.

[Signature]  
WITNESS SIGNATURE

Louis Fontaine  
Type or Print Name

Signed, sealed and delivered  
in the presence of:

Princed Quebec  
STATE OF \_\_\_\_\_ )  
Canada  
COUNTY OF \_\_\_\_\_ )

SS:

I HEREBY CERTIFY that on this 8 day of January, 2015, before me, an  
Officer duly authorized in the State of Florida, and in the County aforesaid;  
\_\_\_\_\_, who is  personally known to me or  has produced a  
Florida Driver's License, appeared before me and executed this Release Document.

ABrosseau no: 194314-6  
NOTARY PUBLIC

My Commission Expires:  
31-03-2015

Andre Brosseau  
Type or Print Name

**NO LIEN AFFIDAVIT**

In consideration of the City of North Miami Beach delivering to SAAQ (Societe de l'Assurance Automobile du Quebec) a settlement draft in the amount of Fifty Two Thousand US Dollars (\$52,000.00USD), payable to SAAQ and The Law Offices of Nancy Lapierre, promise is hereby given by SAAQ to pay any health insurance liens, subrogation liens, attorney liens, doctors' liens, hospital liens, HMO liens, Medicare or Medicaid liens, workers' compensation liens and any medical bills related to Cyrille Boily's accident of January 12, 2012 in North Miami Beach, Miami-Dade County Florida. SAAQ hereby agrees to assume full responsibility for any liens or monies which may be due for medical expenses, hospital expenses, lost earnings payments, or any other liens or claims related to the injuries sustained by Cyrille Boily in the accident of January 12, 2012.

DATED this 12 day of January, 2015.

Michelle Tourville  
By Micheline Tourville  
as authorized representative of SAAQ

Prunne  
State of Quebec  
County of Camada

Before me appeared Micheline Tourville who is \_\_\_\_\_ personally known to me or produced this identification \_\_\_\_\_.

Andre Brosseau no 194314-6  
Notary - Commissaire a l'assermentation

Attorney at law ✓



## NANCY LAPIERRE

ATTORNEY • AVOCATE • USA

ACCIDENTS • INJURIES • BLESSURES

WWW.LAPIERREACCIDENT.COM

NANCY LAPIERRE, ESQUIRE

OF COUNSEL  
JAY M. KLITZNER, ESQUIRE

NLAPIERRE@LAPIERRELAW.COM  
PHONE: (954) 474-0485  
FACSIMILE: (954) 333-3544  
TOLL FREE: (877) 624-6737

FORT LAUDERDALE OFFICE  
133 NW 100<sup>TH</sup> AVENUE  
FORT LAUDERDALE, FL 33324

March 31, 2014

North Miami Beach City Hall  
**ATTN: Esther Martinez, Risk Management**  
17011 NE 19 Avenue  
2nd Floor  
N. Miami Beach, FL 33162

Re: Our Client : SAAQ as subrogee of Cyrille Boily  
Date/Incident: 01/12/2012  
Location : NE 19 Avenue and NE 163 St., North Miami Beach

Dear Ms. Martinez:

Enclosed herewith you will find medical records and bills pertaining to the injuries sustained by Cyrille Boily in this case.

On January 12, 2012, Cyrille Boily was riding his bicycle eastbound on NE 163<sup>rd</sup> Street in North Miami Beach, Florida. As Mr. Boily crossed NE 19 Avenue, a vehicle driven by Stephen Siesholtz, an employee of the City of North Miami Beach, attempted to make a right turn on a red light and failed to yield to a cyclist causing him to violently strike Mr. Boily. Mr. Boily severely hit the ground on his right side. The police officer at the scene attributed fault to Stephen Siesholtz. Liability for this accident rests with Stephen Siesholtz.

Later that that day, Mr. Boily experienced severe right hip pain, numbness in his legs and could not bear weight on his right leg. He called "911" and was transported by ambulance to Aventura Hospital. Physical examination and x-rays were performed revealing a right femoral neck fracture, which required immediate surgical intervention that being a right hip hemiarthroplasty. On January 17, 2012, Mr. Boily was transported by ambulance to Memorial Regional Hospital for further treatment of his injuries. He was discharged on January 21, 2012.

*City of North Miami Beach  
SAAQ a/s/o Cyrille Boily  
Page 2 of 2*

Cyrille Boily also obtained physical therapy treatment at Select Physical Therapy in Miami. Thereafter, he went to Canada where he resides to obtain treatment of his severe injuries.

SAAQ (Société de l'Assurance Automobile du Québec), a governmental agency, has paid benefits to Mr. Boily as a result of the severe injuries sustained in this accident. Pursuant to Québec Law section 83.59, SAAQ is acting as subrogee in this case. SAAQ has paid benefits in the amount of \$89,215.37. Our demand to settle this case is in the amount of \$89,215.37. Should you need additional information or have any questions, do not hesitate to contact our office.

Very truly yours,

  
Nancy Lapierre

NL/jb  
Enclosures

## Disbursements breakdown

Subrogation : E0959 120112-090

File	First name	Last name	FINAL DISBURSEMENTS
15067275	CYRILLE	BOILY	
Income replacement :			0,00 \$
Child care expenses :			0,00 \$
Funeral expenses :			0,00 \$
Death benefits :			0,00 \$
Lump-sum indemnity for students :			0,00 \$
Non pecuniary damage indemnity : (Loss of enjoyment of life, mental suffering and pain)			34 483,05 \$
<u>Miscellaneous expenses</u>			
MEDICATION			843,41 \$
MEDICAL AFTEREFFECTS REPORT			65,00 \$
MEDICAL PROGRESS REPORT			70,00 \$
PHYSIOTHERAPY			540,00 \$
MEDICAL SUPPLIES			35,00 \$
TRAVEL EXPENSES			103,83 \$
PERSONAL ASSISTANCE			1 644,00 \$
AMBULANCE			304,16 \$
			3 605,40 \$
<u>Fees paid directly to the supplier</u>			
Psychologist's fees outside Québec paid to suppliers			109,95 \$
Medical provider outside Québec			49 623,06 \$
AMBULANCE			874,91 \$
MEDICAL EVALUATION			519,00 \$
			51 126,92 \$
Total :			89 215,37 \$



## NANCY LAPIERRE

ATTORNEY • AVOCATE • USA

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WWW.LAPIERREACCIDENT.COM

NANCY LAPIERRE, ESQUIRE

OF COUNSEL  
JAY M. KLITZNER, ESQUIRE

May 15, 2014

NLAPIERRE@LAPIERRELAW.COM  
PHONE: (954) 474-0495  
FACSIMILE: (954) 333-3544  
TOLL FREE: (877) 824-8737

FORT LAUDERDALE OFFICE  
133 NW 100TH AVENUE  
FORT LAUDERDALE, FL 33324

City of North Miami Beach  
17011 NE 19 Avenue  
4th Floor  
N. Miami Beach, FL 33162

**ATTN:** Dottie Joseph, Esq.  
**Facsimile:** 305-787-6004

Re: Our Client : SAAQ as subrogee of Cyrille Boily  
Date/Incident : 01/12/2012  
Location : NE 19 Avenue and NE 163 St., North Miami Beach

Dear Ms. Joseph:

Following our telephone conference on May 13<sup>th</sup>, Mr. Boily was riding his bicycle eastbound on NE 163 Street. He was riding on the sidewalk on the north side of the street. He stopped at the intersection of 19<sup>th</sup> Avenue and waited to get a crossing signal. When the crossing signal appeared, he began to cross and was hit by a City truck that was making a right turn onto NE 163<sup>rd</sup> Street.

As a result of the severe injuries sustained in this accident, Cyrille Boily consulted the following facilities:

- Aventura Medical Center	from 1/12/2012 to 1/18/2012
- Memorial Regional South	from 1/18/2012 to 1/21/2012
- Select Physical Therapy	from 1/30/2012 to 3/05/2013
- Dr. Alan Novick, MD	3/27/2012
- Dr. Denis Raymond (family physician)	5/03/2012 and 8/11/2012

Should you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

Nancy Lapierre

NL/jb



**NANCY LAPIERRE**  
 ATTORNEY • AVOCATE • USA  
 ACCIDENTS • INJURIES • BLESSURES  
 WWW.LAPIERREACCIDENT.COM

NANCY LAPIERRE, ESQUIRE  
 OF COUNSEL  
 JAY M. KLITZNER, ESQUIRE

NLAPIERRE@LAPIERRELAW.COM  
 PHONE: (954) 474-0495  
 FACSIMILE: (954) 333-3544  
 TOLL FREE: (877) 624-8737

FORT LAUDERDALE OFFICE  
 133 NW 100<sup>TH</sup> AVENUE  
 FORT LAUDERDALE, FL 33324

July 18, 2014

City of North Miami Beach  
 17011 NE 19 Avenue, 4<sup>th</sup> floor  
 N. Miami Beach, FL 33162

**ATTN: Dotie Joseph, Esq.**  
**Facsimile: 305-787-6004**

Re: Our Client : SAAQ as subrogee of Cyrille Boily  
 Date/Incident : 01/12/2012  
 Location : NE 19 Avenue and NE 163 St., North Miami Beach

Dear Ms. Joseph:

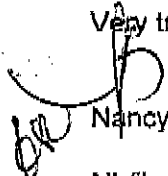
Following today's telephone conference, enclosed herewith you will find a copy of the medical bills paid by SAAQ in this case.

	<u>Total Bill</u>
- American Medical Ambulance	\$301.00
- Miami-Dade Fire Rescue	\$875.00
- Aventura Medical Center	\$81,638.00
- Dr. Marnie Laratro (Memorial Regional South)	\$300.00
- Dr. Alan Novick (Memorial Regional South)	\$650.00
- Memorial Regional South	\$11,934.00
- East Florida Hospitalists	\$2,046.00
- International Patient Care	\$1,640.00
- Surgical Med. Assistants	\$3,876.00
- Intergrated Reg. Lab	\$335.00
- Lawnwood Cardiovascular Surg.	\$84.00
- Aventura Healthcare Specialists	\$2,917.00
- Sheridan Health Corp.	\$3,144.00
- Gulfstream Emergency Physicians	\$1,393.00
- Select Physical Therapy	\$1,350.00

**Total: \$112,483.00**

Should you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

  
 Nancy Lapierre

NL/jb  
 Encl.

	<u>Total Bill</u>	<u>Amount Paid by SAAQ</u>
- American Medical Ambulance	\$301.00	\$304.16
- Miami-Dade Fire Rescue	\$875.00	\$874.91
- Aventura Medical Center	\$81,638.00	\$36,327.12
- Dr. Marnie Laratro (Memorial Regional South)	\$300.00	\$109.95
- Dr. Alan Novick (Memorial Regional South)	\$655.00	\$758.81
- Memorial Regional South	\$11,934.00	<b>\$ Paid by La Capitale (private insurance)</b>
- East Florida Hospitalists	\$2,046.00	\$1,436.50
- International Patient Care	\$1,640.00	\$1,216.75
- Surgical Med. Assistants	\$3,876.00	\$4,618.92
- Intergrated Reg. Lab	\$335.00	\$229.29
- Lawnwood Cardiovascular Surg.	\$84.00	\$73.29
- Aventura Healthcare Specialists	\$2,917.00	\$2,379.85
- Sheridan Health Corp.	\$3,144.00	\$2,866.99
- Gulfstream Emergency Physicians	\$1,393.00	\$857.98
- Select Physical Therapy	\$1,350.00	\$540.00
<b>Total:</b>	<b>\$112,487.00</b>	<b>\$52,594.52</b>





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:** Ana M. Garcia, City Manager  
**VIA:** Paulette Murphy, Director of Parks & R.E.C.  
**DATE:** Tuesday, April 7, 2015

---

**RE:** Resolution No. R2015-24 (Paulette Murphy, Director of Parks & R.E.C.)

---

**BACKGROUND ANALYSIS:** The City of North Miami Beach's Parks & R.E.C. Department applied for and received through Miami Dade County's Office of Grants and Coordination a sports grant in the amount of \$10,080 (no cash match is required). The grant period is from October 1, 2014 - September 30, 2015. The funding will be used to purchase sports equipment and uniforms for the department's Intramural Sports Program, which is designed to give youth ages 8 - 18 the opportunity to participate in a team sport. The objective of the program is to provide positive mentors to teach each participant discipline, team spirit and self confidence. The funding enables the City to sustain structured and safe programs for youth during peak times to detour them from negative influences and unhealthy behaviors.

**RECOMMENDATION:** Approval of the resolution is recommended.

**FISCAL/BUDGETARY  
IMPACT:** \$10,080 (no cash match)

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### **ATTACHMENTS:**

- ❑ [Resolution R2015-24](#)
- ❑ [Exhibit A to Resolution 2015-24](#)

**RESOLUTION NO. R2015-24**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING AND APPROVING THE \$10,080 GRANT FOR THE CITY'S SPORTS PROGRAMS FOR FY2014/2015 FROM MIAMI-DADE COUNTY THROUGH ITS OFFICE OF MANAGEMENT AND BUDGET, GRANTS COORDINATION AND CONTRACT #15-NMBE-CB; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE OF ACCEPTANCE OF THE GRANT.**

**WHEREAS**, the City of North Miami Beach ("City") applied for and is eligible to receive from Miami-Dade County, through the Office of Management and Budget, Grant Coordination, a grant in the amount of \$10,080.00 for sports equipment and uniforms for the City's sports programs for the period from October 1, 2014 through September 30, 2015; and

**WHEREAS**, the funding will provide sports equipment and uniforms for children ages 8 through 18 participating in the City of North Miami Beach's intramural sports, and afterschool programs; and

**WHEREAS**, acceptance of the grant funds requires the City to execute Contract #15-NMBE-CB (attached hereto as Exhibit "A") between Miami-Dade County and the City of North Miami Beach for Fiscal Year 2014-2015, in the total amount of \$10,080.00; and

**WHEREAS**, the Mayor and City Council believe that it is in the best interests of the residents of the City of North Miami Beach to accept the grant funds and authorize the City Manager to execute the necessary documents in furtherance of acceptance of the grant funds.

**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.

**RESOLUTION R2015-24**

**Section 2.** The Mayor and City Council of the City of North Miami Beach hereby accept the grant funds in the amount of \$10,080.00 from Miami-Dade County, through the Office of Management and Budget, Grant Coordination.

**Section 3.** The City Manager and the City Clerk are hereby authorized, in their respective capacities, to execute any necessary documents to accept those funds on behalf of the City of North Miami Beach, in a form acceptable to the City Attorney.

**Section 4.** This resolution shall become effective immediately upon its adoption and signature of the Mayor

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_**day of April, 2015.**

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM & LANGUAGE  
& FOR EXECUTION:

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

SPONSORED BY: Mayor and Council



Office of Management and Budget  
Grants Coordination  
111 NW 1<sup>st</sup> Street  
19th Floor  
Miami, FL 33128  
T 305-375-4742 F 305-375-4454

Carlos Gimenez, Mayor

March 13, 2015

Mr. George Vallejo  
Mayor  
City of North Miami Beach, Florida  
17011 NE 19<sup>th</sup> Avenue, 4<sup>th</sup> Floor  
North Miami Beach, FL 33162

**Re: Execution of FY 2014-2015 General Revenue Contract**

Dear Mayor Vallejo:

This letter accompanies the contract for your agency's General Revenue supported project(s) for FY 2014-2015. Please make three (3) copies of the contract, ensure that the affidavits on each of the contract copies have been completed, and that the person designated by your Board to sign on behalf of your agency executes the agreements.

We are asking that you return the signed agreements to our office within seven (7) days from the date of this letter so that we may expedite the processing of those documents. You also have the option to include with the contract package an original signed letter requesting an advance payment of 25% of your agency's award. Intended to offset any potential cash flow problems, that payment request will be processed after the final execution of the agreements by the Mayor or his designee.

Please contact your assigned contracts officer by telephone or by e-mail if you have any questions regarding the final processing of your agency's agreement or the advance payment request.

Sincerely,

A handwritten signature in black ink, appearing to read "D. T. Wall". The signature is stylized and written over a horizontal line.

Daniel T. Wall  
Assistant Director

BID NO.:  
BID TITLE:

**COLLUSION AFFIDAVIT**

**(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)**

BEFORE ME, A NOTARY PUBLIC, personally appeared \_\_\_\_\_  
who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

**OR**

is related to the following parties who bid in the solicitation which are identified and listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: \_\_\_\_\_ 20\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

BID NO.:  
BID TITLE:

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_  
as identification. Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to \_\_\_\_\_

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_. Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)



**PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS  
(Ordinance 97-104)**

Name of Organization: City of North Miami Beach Address: 17011 NE 19<sup>th</sup> Ave, North Miami Beach FL 33162

**REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT**

In compliance with Miami-Dade County Ordinance 97-104, the Community Based Organization must submit the list of first their subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Agreement is for \$100,000 or more.

The Community Based Organization must complete this information. If the Community Based Organization will not utilize subcontractors, then the Community Based Organization must state "No subcontractors will be used"; do not state "N/A".

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT	ADDRESS	CITY AND STATE
---	---------	----------------

**NO SUBCONTRACTORS WILL BE USED**

**REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT**

In compliance with Miami-Dade County Ordinance 97-104, the Community Based Organization must submit a list of suppliers who will supply materials for the Scope of Services to the Community Based Organization, if this Contract Agreement is \$100,000 or more.

The Community Based Organization must fill out this information. If the Community Based Organization will not use suppliers, the Community Based Organization must state "No suppliers will be used", do not state "N/A".

NAME OF SUPPLIER	ADDRESS	CITY AND STATE
------------------	---------	----------------

**NO SUPPLIERS WILL BE USED**

*I hereby certify that the foregoing information is true, correct and complete:*

Signature of Authorized Representative: \_\_\_\_\_

Title: City Manager Date: March 19<sup>th</sup>, 2015

Firm Name: City of North Miami Beach Fed. ID No: 596000389

Address: 17011 NE 19<sup>th</sup> Ave, North Miami Beach FL City/ State/Zip: 33162

Telephone: (305) 948-2900 Fax: (305) 957-36020 E-mail Ana.Garcia@citynmb.com

**CERTIFICATE OF CORPORATE RESOLUTIONS,  
CORPORATE STATUS AND INCUMBENCY OF  
City of North Miami Beach, Florida, a municipality existing within Miami-Dade under the  
laws of the State of Florida**

The undersigned, as the Board of City of North Miami Beach, Florida, a municipality existing within Miami-Dade under the laws of the State of Florida (the "Corporation"), hereby certifies that:

1. The Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida.

2. By the unanimous written consent of the Board of Directors of the Corporation, the following resolutions were adopted, and the same have not been revoked, cancelled, annulled or amended in any manner and are in full force and effect on the date hereof:

WHEREAS, the Corporation has been awarded Contract (# 15-NMBE-CB) for the provision of social/crime prevention services to Miami-Dade County ("the Contract"), Fiscal Year 2014-2015, in the total amount of \$10,080;

WHEREAS, the Corporation desires to fulfill its contractual responsibilities and accomplish the objectives in the Contract's Scope of Services;

WHEREAS, a quorum was present and voted for the passage of these resolutions,

NOW THEREFORE, BE IT RESOLVED, that the Corporation, on its own behalf, approves the Contract.

FURTHER RESOLVED, that the Corporation ratifies the execution of the Contract by and between the Corporation and the County.

FURTHER RESOLVED, that the Corporation hereby authorizes the execution and delivery of the Contract and all attachments required to be executed and delivered by the Corporation in connection with the Contract, which are necessary or appropriate to consummate the Contract.

FURTHER RESOLVED, that the President, the Vice President, the Secretary, any other officer of the Corporation or any other duly authorized representative employed by the Corporation listed below, acting alone in either case, with full power of substitution, be and hereby is authorized to execute and deliver, and the Secretary of the Corporation is hereby authorized to (but is not required to) affix the seal of the Corporation to and attest the same upon the Contract, but with such modifications and additional provisions as the officer of the Corporation executing the same may deem advisable. All of the documents executed and delivered as aforesaid shall be and constitute the acts and obligations of the Corporation.

FURTHER RESOLVED, that the Corporation hereby ratifies and confirms the acts of its officer or duly authorized representative employed by the Corporation executing and delivering all such documents and instruments, including but not limited to: the Contract, any amendments, payments requests, and budget modifications attendant to the Contract, regardless of whether such acts were performed before or subsequent to the date of the adoption of this Resolution.

FURTHER RESOLVED, that the Corporation directs its officers and employees to perform all of the Corporation's obligations and undertakings under the Contract.

FURTHER RESOLVED, that these Resolutions shall continue in full force and effect and may be relied upon by the Corporation and the County, until receipt of written notice of any change therein.

3. The following persons are hereby authorized by the Corporation to execute and deliver all such documents and instruments related to the Contract, including but not limited to: any amendments, payments requests and budget modifications attendant to the Contract, regardless of whether such acts were performed before or subsequent to the date of the adoption of this Resolution.

NAME

TITLE

SIGNATURE

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the Corporation's corporate seal as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

**FY 2014-15 County General Funds  
Ordinances #14-125, #14-127 AND #14-132**

**AGREEMENT**

This Agreement made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, by and between Miami-Dade County, a political subdivision of the State of Florida through its Office of Management and Budget, Grants Coordination division, (hereinafter referred to as "County," "OMB" or "OMB-GC") having its principal office at 111 N.W. 1<sup>st</sup> Street, 19th Floor, Miami, Florida 33128 and City of North Miami Beach, Florida (referred to as City of North Miami Beach in Appendix L of the FY 2014-2015 adopted budget), a municipality existing within Miami-Dade under the laws of the State of Florida, having its principal office at 17011 NE 19th Avenue, 4<sup>th</sup> Floor, North Miami Beach, FL 33162 (hereinafter referred to as "Provider"), states conditions and covenants for the rendering of human and social services (hereinafter referred to as "Services") for the County.

WHEREAS, the Provider provides or will develop services of value to the County and has demonstrated an ability or desire to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, the County has appropriated grant funds for the proposed services;

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

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services (Attachment A) and the Budget Documents (Attachment B) and all other attachments hereto, as well as all amendments or budget revisions issued hereto.
- b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Office of Management and Budget ("OMB-GC") or the Director's designee, or the duly authorized representative designated to manage the Contract.
- c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.
- d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County's Contract Manager for review and approval pursuant to the terms of this Agreement.
- e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract

Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.

- f) The words "Effective Term" shall mean the date on which this Agreement is effective, including start date and end date.
- g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Agreement, as directed and/or approved by the County.
- h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- i) The words "Scope of Services" shall mean the document appended hereto as Attachment A, which details the work to be performed by the Provider.
- j) The word "subcontractor" or "subconsultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes services, labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privity of Agreement with the Provider.
- k) The words "Work", "Services", "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Agreement.
- l) The word "review" shall mean inspection of original documentation and retention of copies of such documents associated with the administrative, fiscal, and programmatic functions of the program(s) supported by Miami-Dade County General Funds.
- m) The term "administrative budget" shall refer to costs that are not tied to the direct provision of services funded under this agreement. These costs may include: 1) the portion of payroll of Provider's salaried administrative personnel and compensation of Provider's subcontracted administrative personnel (i.e., executive directors, agency heads, management and business consultants, information technology (IT) consultants, clerical or other administrative personnel), payment for the administrative (non-program) portion of their duties; 2) overhead costs not related to the direct provision of services (i.e., administrative office space and related maintenance, utilities, and supplies, insurance, advertising, marketing and fundraising costs, staff training, accounting and tax preparation services, and audit fees).
- n) The term "arm's length transaction" shall refer to any transaction in which the buyers and sellers of a product act independently and have no relationship to each other to ensure that both parties in the transaction are acting in their own self-interest and are not subject to any pressure or duress from the other party.
- o) The term "related party transaction" shall refer to a business deal or arrangement between two parties who are joined by a special relationship (family member or relative, stockholder, related corporation) prior to the deal.

Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.

- f) The words "Effective Term" shall mean the date on which this Agreement is effective, including start date and end date.
- g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Agreement, as directed and/or approved by the County.
- h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- i) The words "Scope of Services" shall mean the document appended hereto as Attachment A, which details the work to be performed by the Provider.
- j) The word "subcontractor" or "subconsultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes services, labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privity of Agreement with the Provider.
- k) The words "Work", "Services", "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Agreement.
- l) The word "review" shall mean inspection of original documentation and retention of copies of such documents associated with the administrative, fiscal, and programmatic functions of the program(s) supported by Miami-Dade County General Funds.
- m) The term "administrative budget" shall refer to costs that are not tied to the direct provision of services funded under this agreement. These costs may include: 1) the portion of payroll of Provider's salaried administrative personnel and compensation of Provider's subcontracted administrative personnel (i.e., executive directors, agency heads, management and business consultants, information technology (IT) consultants, clerical or other administrative personnel), payment for the administrative (non-program) portion of their duties; 2) overhead costs not related to the direct provision of services (i.e., administrative office space and related maintenance, utilities, and supplies, insurance, advertising, marketing and fundraising costs, staff training, accounting and tax preparation services, and audit fees).
- n) The term "arm's length transaction" shall refer to any transaction in which the buyers and sellers of a product act independently and have no relationship to each other to ensure that both parties in the transaction are acting in their own self-interest and are not subject to any pressure or duress from the other party.
- o) The term "related party transaction" shall refer to a business deal or arrangement between two parties who are joined by a special relationship (family member or relative, stockholder, related corporation) prior to the deal.

- p) The term "program income" shall refer to the income received by the Provider directly from the activities funded under this agreement, or generated as a result of the use of the County's General Fund award.

## **ARTICLE 2. AMOUNT PAYABLE**

Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

Parks and Recreation Department Sports Program	\$10,080
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Both parties agree that should, in the County's sole discretion, available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

Both parties agree that this is a twelve month contract effective as of October 1, 2014 through September 30, 2015. Both parties expressly acknowledge availability of funding under this contract is at the County's sole discretion.

It is the ongoing responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

## **ARTICLE 3. SCOPE OF SERVICES**

The Provider shall render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A. The Scope of Services must clearly indicate the time frames for the delivery of each of the proposed services.

The Provider shall implement the Scope of Services as described in Attachment A in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the County and Provider in writing.

The Provider will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this agreement.

For congregate and home-delivered meal programs, the Provider agrees to furnish proof that it is meeting all applicable local, State, and Federal food safety and hygiene requirements.

## **ARTICLE 4. BUDGET SUMMARY**

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached herein and incorporated hereto as Attachment B. Pursuant to Board

of Miami-Dade County Commissioners Resolution 630-13, the Provider will also submit a detailed project budget, and sources and uses statement as Attachment B-1, which shall be sufficiently detailed to show (i) the total project cost, (ii) the amount of funds to be used for administrative and overhead costs, (iii) whether the County funds will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project cost, (iv) any profit to be made by the Provider, and (v) the amount of funds devoted toward the provision of the desired services or activities. The Provider will also submit an agency-wide budget as Attachment B-2. The agency-wide budget shall display all projected agency revenues by funding source(s), including but not limited to funds from this Miami-Dade County General Fund Agreement, any other Miami-Dade County General Fund revenues, the projected administrative costs across all funding sources, and the total agency revenue for FY 2014-15. The Provider will continually disclose any changes in funding – County or non-County – through the submission of an updated Agency-Wide Budget to the OMB-GC within thirty (30) days after such changes occur.

The Provider may request a budget revision to amend the budget in Attachment B no more than twice during the term of this Agreement. A request for a budget revision must be submitted to OMB no later than thirty (30) days prior to the expiration of this Agreement.

The Provider may shift funds between existing line items in Attachment B: 1) without a budget revision, if the change to the line item does not exceed fifteen percent (15%); or 2) with a budget revision requested by the Provider's President, Vice President, Executive Director, or other designated representative as stated on the Authorized Signature Form attached hereto, and approved by the OMB, if the changes to a line item exceed fifteen percent (15%). A budget revision is also required in order to add new line items.

In no event shall the budget under this agreement include total administrative costs in excess of fifteen percent (15%) of each program allocation under this agreement.

#### **ARTICLE 5. EFFECTIVE TERM**

Both parties agree that the effective term of this Agreement shall commence on October 1, 2014 and terminate at the close of business on September 30, 2015.

#### **ARTICLE 6. INDEMNIFICATION BY PROVIDER**

A. **If the Provider is a Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute, as may be amended, whereby the government entity shall not be held liable to pay a personal injury or property damage claim or judgment by a party which exceeds the statutory cap for personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the



negligence of the government entity. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider or self-insurance shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**B. All Other Providers.** Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**C. Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

## **ARTICLE 7. INSURANCE**

If the total dollar value of all County contracts with the Provider exceeds \$25,000 then the following insurance coverage is required:

**A. Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Florida Statutes, Chapter 440.

**B. All Other Providers.**

1. **Minimum Insurance Requirements: Certificates of Insurance.** The Provider shall submit to Miami-Dade County, c/o Office of Management and Budget (OMB), 111 N.W. 1<sup>st</sup> Street, 19th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

**A.** All insurance certificates must list the COUNTY as "Certificate Holder" in the following manner:

Miami-Dade County  
111 N.W. 1<sup>st</sup> Street, Suite 2340  
Miami, Florida 33128

- B. Worker's Compensation Insurance for all employees of the SERVICE PROVIDER as required by Florida Statutes, Chapter 440.
- C. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000\* combined single limit per occurrence for bodily injury and property damage.  
  
\*NOTE: For SERVICE PROVIDERS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.
- E. Professional Liability Insurance in the name of the SERVICE PROVIDER, when applicable, in an amount not less than \$250,000.
- F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the COUNTY's Risk Management Division

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.
- G. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.
  - H. The COUNTY reserves the right to inspect the SERVICE PROVIDER'S original insurance policies at any time during the term of this Agreement.
  - I. Applicability of this section of the Agreement affects SERVICE PROVIDERS whose combined total award for all services funded under this Agreement exceed a \$25,000 threshold. If the SERVICE PROVIDER's original total combined award is less than \$25,000, but the SERVICE PROVIDER receives additional funding during the contract period which makes the total combined award exceed \$25,000, then the requirements in this section shall apply.

- J. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement (October 1, 2014 through September 30, 2015). If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

#### **ARTICLE 8. PROOF OF LICENSURE AND BACKGROUND SCREENING**

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish to the County a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's discretion.

B. Background Screening.

As a requirement of this contract, even if such screening is not otherwise required by applicable law, the Provider is required to furnish satisfactory Level 2 Background Screening Results for those employees, subcontractors, and volunteers that work with youths under 18 years of age, persons ages 65 years old and up, persons of any age that have disabilities, and victims of domestic violence.

As a requirement of this contract, even if such screening is not otherwise required by applicable law, the Provider agrees to conduct pre-employment criminal background screenings of its staff, subcontractors, and volunteers; to update those background checks at least once every five (5) years; and to maintain documentation of criminal background screening on file.

In addition, the Provider agrees to comply with all applicable federal, state and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors and independent contractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors and independent contractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 430, 394, 408, 393, 397, 943, 984, 985, 1012 and 435, Florida Statutes, and Section 943.04351, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer directly with or in the vicinity of vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees, volunteers, subcontractors and independent contractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with or in the vicinity of vulnerable persons. The Provider shall also comply with Section 943.059, Florida Statutes, regarding court-ordered sealing of criminal history records, and Section 943.0585, Florida Statutes, regarding court-ordered expunction of criminal history records, as may be applicable.

The Provider agrees to ensure that employees, volunteers, subcontracted personnel and independent contractors who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers, subcontracted personnel and independent contractors, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapters 435 and 430, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer, subcontractor or independent contractor's Level 2 or other required background screening was satisfactorily passed and completed prior to that employee, volunteer, subcontractor or independent contractor working or volunteering with or in the vicinity of a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

## **ARTICLE 9. CONFLICT OF INTEREST**

A. The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County, as amended, as well as with section 617.0832, Florida Statutes, regarding director conflict of interests, which are incorporated herein by reference as if fully set forth herein, in connection with the Provider's contract obligations hereunder. Additionally, the Provider agrees to:

1. Prohibit members of the Provider's board of directors from voting on matters relating to this Agreement which may result in the board member directly or indirectly receiving funds paid by the Provider under this Agreement.
2. Prohibit members of the Provider's board of directors from voting on any matters in which they are related to the person or entity seeking a benefit as 1) an officer, director,

partner, of counsel, consultant, employee, fiduciary, beneficiary, or 2) a stockholder, bondholder, debtor, or creditor.

3. Prohibit members of the Provider's board of directors from directly or indirectly receiving any funds paid by the County to the Provider under this Agreement.
4. Prohibit employees of the Provider from directly or indirectly receiving any funds paid by the County to the Provider under this Agreement, with the exception of the employee's salary and fringe benefits or portion of the employee's salary and fringe benefits included in Attachment B.
  - a. "Indirectly" for purposes of this section includes payment of funds paid by the County to the Provider under this Agreement to an organization in which the employee or board member has a "controlling financial interest," referring to ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or nonprofit organization.
5. Maintain a written conflict of interest policy that applies to hiring, providing services to clients, and procuring supplies or equipment.
6. Immediately disclose and justify in writing to the OMB-GC any business transactions between the Provider, on one side, and Board members or staff, on another side, as well as all related-party transactions with shareholders, partners, officers, directors, or employees of any entity that is doing business with the Provider.
7. Implement procedures to protect against fraud and co-mingling of funds as regards credit card purchases, if credit cards are utilized by the Provider.
8. If the County determines the Provider has breached this section, the County shall suspend payment until the matter has been resolved to the County's satisfaction.
9. The County may request an opinion from the Miami-Dade Commission on Ethics and Public Trust regarding questions arising under this section.

B. No person, including but not limited to any officer, member of a board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services funded under this agreement, or direct or instruct any employee under their supervision to provide such services as described in this Agreement. Notwithstanding the before mentioned provision, any officer, member of a board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program and that such utilization is permissible pursuant to Section 2-11.1 et al. of the Code of Miami-Dade County.

C. All transactions associated with this agreement that do not meet the criteria of an Arm's Length Transaction must be immediately disclosed and justified in writing to the OMB-GC.

The Provider is required to immediately disclose to the OMB-GC any related party transactions (for example (but not limited to), situations such as where the Provider leases office space from one of the Provider's Board members or employees) that occur throughout the duration of this agreement.

#### **ARTICLE 10. CIVIL RIGHTS**

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Provider.

#### **ARTICLE 11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI)" and/or "Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Miami-Dade County Privacy Standards Administrative Order and any other applicable laws regarding confidential information. HIPAA mandates for privacy, security and electronic transfer standards include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;

4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client as may be required by law;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County's Notice of Privacy Practices.

#### **ARTICLE 12. NOTICE REQUIREMENTS**

The Provider agrees to notify the County of any changes that may affect the County supported program(s) under this Agreement within ten (10) days from the date of such a change's occurrence.

It is also understood and agreed between the parties that any written notice addressed to the OMB-GC, which is delivered by U.S. Mail or emailed to the OMB-GC and any written notice addressed to the Provider, which is delivered by U.S. Mail or by email shall constitute sufficient notice to either party.

All notices required or permitted under this Agreement which are delivered by U.S. Mail shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or by email. All notices to the County shall be delivered to the following address:

##### **(1) To the County**

Miami-Dade County  
Office of Management and Budget – Grants Coordination  
111 NW 1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, FL 33128

ATTENTION: Daniel T. Wall  
Assistant Director  
Phone: (305) 375-4742  
Fax: (305) 375-4049  
Email: dtw@miamidadegov

**(2) To the Provider**

City of North Miami Beach, Florida  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, FL 33162

(1) ATTENTION: Jackie Shakespeare  
Administrative Manager

Phone: (305) 948-2957  
Fax: (305) 787-6040  
Email: Jackie.shakespeare@citynmb.com

(2) ATTENTION: Ana M. Garcia  
City Manager

Phone: (305) 948-2900  
Fax: (305) 957-3602  
Email: Ana.garcia@citynmb.com

(3) ATTENTION: Dotie Joseph  
Deputy City Attorney

Phone: (305) 948-2939  
Fax: (305) 786-6004  
Email: courtdocs@citynmb.com

Either party may at any time designate a different mail or email address and/or contact person by giving written notice as provided above to the other party.

**ARTICLE 13. AUTONOMY**

Both parties agree that this Agreement recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

**ARTICLE 14. SURVIVAL**

The parties acknowledge that any of the obligations in this agreement, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.



**ARTICLE 15. BREACH OF AGREEMENT: COUNTY REMEDIES**

A. **Breach.** A breach by the Provider shall have occurred under this Agreement if: (1) the Provider fails to provide the services outlined in the Scope of Services (Attachment A) or meet expected performance levels within the effective term of this Agreement; (2) the Provider ineffectively or improperly uses the County funds allocated under this Agreement; (3) the Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Agreement; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports or reports that indicate that expected performance levels are not being met; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Agreement; (9) the Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described in communication from OMB-GC; (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; and (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement.; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment D) or the State Affidavit (Attachment E); (15) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment D); or (16) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. **County Remedies.** If the Provider breaches this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Agreement; (b) seek reimbursement of County funds allocated to the Provider under this Agreement; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees. The County may also, in the County's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by Provider in the County's sole discretion;

2. The County may suspend payment in whole or in part under this

Agreement by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees. The County may also, in the County's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by Provider in the County's sole discretion;

3. The County may seek enforcement of this Agreement including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Agreement.** The Mayor or the Mayor's designee is authorized to terminate this Agreement on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

**ARTICLE 16. TERMINATION BY EITHER PARTY**

Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The Mayor or the Mayor's designee is authorized to terminate this Agreement on the behalf of the County.

#### **ARTICLE 17. PAYMENT PROCEDURES**

The County agrees to pay the Provider for services rendered under this Agreement based on the payment schedule, the line item budget, or both, which are incorporated herein and attached hereto as Attachment B for services provided under the attached Scope of Services. Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

**A. Reimbursement and Advances.** The parties agree that this is a **cost-basis** Agreement and that the Provider shall be paid through reimbursement payment based on the budget approved under this Contract (see Attachment B) and when **complete and proper documentation** of service delivery and incurred expenses are provided to the County. If the actual performance levels of the program(s) covered by this agreement are less than the expected performance levels, then the County may adjust payments, recapture the funded award, or seek repayment based on the level of performance. Upon proper and complete execution of this Contract (to include proof of insurance), the County may provide the Provider with twenty-five percent (25%) of the Contract amount in advance. The Provider's request for this advance payment must be submitted in writing and must specify the reasons and justifications for such advance payment. It need not be accompanied by a detailed expenditure report. The County shall have the sole discretion in choosing whether or not to provide any advance payments and is not obligated to do so under any circumstances. Advance payments in excess of 25% of the contract amount may be approved by the Mayor or the OMB-GC Director as the Mayor's Designee for this purpose.

**B. Monies Owed to the County.** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, a Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved re-payment plan.

Additionally, in accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Provider to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Provider under this Contract. Such retained amount shall be applied to the amount owed by the Provider to the County. The Provider shall have no further claim to such retained amount(s) which shall be deemed full accord and satisfaction of the amount due by the County to the Provider for the applicable payment due herein.

**C. No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Agreement.

**D. Requests for Payment.** The County agrees to pay all budgeted costs incurred by the Provider that are allowable under the County guidelines. In order to receive payment for allowable costs, the Provider shall submit a Monthly Summary of Expenditures Report and a Monthly Performance Report on forms provided by the OMB-GC. The OMB-GC must receive the Monthly Summary of Expenditures Report and the Monthly Performance Report no later than the 21st day of the month following the month in which services were provided. The Monthly Summary of Expenditures Report shall reflect the expenses incurred by the Provider for the month in which services were rendered and documented in the Monthly Performance Report. Upon submission of satisfactory required monthly reports, the OMB-GC shall make payment. If the Provider is not meeting its expected expenditure rates, then a corrective action plan must accompany the Provider's Monthly Summary of Expenditures Report.

The County will not approve payments for in-kind or volunteer services provided by the Provider on behalf of the project. The OMB-GC shall accept originals of invoices, receipts, and other evidence of indebtedness as proof of expenditures. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures.

**E. Processing the Request for Payment.** After the OMB-GC staff reviews and approves the payment request, the OMB will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Agreement, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of forty-five (45) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Failure to submit monthly reimbursement requests with supporting documentation in a manner deemed correct and acceptable by the County, by the 21st day of each month following the month in which the service was delivered, shall be considered a breach of this Agreement and may result in termination of this Agreement.

**F. Final Request for Payment.** A final request for payment from the Provider will be accepted by the OMB-GC up to thirty (30) days after the expiration of this Agreement. If the Provider fails to comply, all rights to payment shall be forfeited. The request for the final payment may include accruals of the personnel costs listed in Attachment B, which the Provider is obligated to pay after the close of the period for services provided within the term of the Agreement.

**G. Closeout Reporting Process/Recapture of Funds.** Upon the expiration of this Contract, the Provider shall submit Closeout Report documents to the OMB no more than thirty (30) days after the expiration of this Contract. These documents shall include a cumulative contract year-end summary of the Provider's program performance, the Contract Year-End Closeout Report, and the Property Inventory Report. If after receipt of these documents, the OMB-GC determines that the Provider has been paid funds not in accordance with the Contract,

and to which the Provider is not entitled, the Provider shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining whether the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

**ARTICLE 18. PROHIBITED USE OF FUNDS**

- A. **Adverse Actions or Proceeding.** The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.
- B. **Religious Purposes.** County funds shall not be used for religious purposes.
- C. **Commingling Funds.** The Provider shall not commingle funds provided under this Agreement with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Agreement.
- D. **Program Income.** The Provider shall not use any program income to cover expenses other than those budgeted for payment by program income under this agreement. The Provider shall track, record, and disclose any program income generated from the program(s) funded under this agreement.

**ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW**

A. **Certificate of Corporate Status.** The Provider must submit to the OMB, within thirty (30) days from the date of execution of this Agreement, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this agreement funded through County Funds by passage of a formal resolution authorizing execution of this Agreement with the County. A current list of the Provider's Board of Directors and officers must be included with the submission. Said resolution shall at a minimum list the name(s) of the Board's President, Vice President and any other persons authorized to execute this Agreement on behalf of the Provider, and reference the program(s) and dollar amounts in the award, as may be amended. A copy of this corporate resolution must be submitted to the County prior to contract execution. Through the official minutes of its Board meetings, the Provider must also maintain proof that it has been sharing the results of all County monitoring reports with its Board.

Additionally, the Provider will furnish the County with copies of the minutes of those Board meetings (where a properly constituted quorum was achieved). In order to meet Board meeting

requirements a quorum must be achieved. The Provider will furnish the County with a current listing of the members of the agency's Board that includes the title and contact information, including home and e-mail addresses for each Board member.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. Form 990 or I.R.S. Form 990-N; (c) the annual submission of I.R.S. Form 990 or I.R.S. Form 990-N within (6) months after the Provider's fiscal year end; (d) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

D. **Business Application.** The Provider shall be a registered vendor with the County's Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Provider to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

E. **Accounting Records.** The Provider shall keep accounting records which conform to Generally Accepted Accounting Principles (GAAP) in the United States. All such records will be retained by the Provider for not less than five (5) years beyond the term of this Agreement, and shall be made available for review upon request from County authorized personnel.

F. **Financial Audit.** If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the OMB-GC no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Agreement remains in force or until all funds received pursuant to this Agreement have been so audited, whichever is later. In the event that the documents provided under this section contain deficiencies or other matters of concern, the Provider shall provide to the County for review additional documentation to address the County's concerns. Failure to address concerns pursuant to this section to the County's satisfaction shall be a breach of this contract. What constitutes a deficiency and/or matter of concern shall be determined in the County's sole discretion. Failure to address concerns pursuant to this section to the County's satisfaction shall be a breach of this contract.

G. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval and to review any independent audit performed on the Provider for reasons of compliance with funding requirements of any other governmental agency or financial institution. The Provider shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with all applicable accounting and financial standards.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider expenditures and records. Subsequent payments to the provider shall be subject to a satisfactory review of Provider records and expenditures by the County Commission Auditor, including but not limited to, review of

supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the Attachment A, Scope of Services, of this Agreement. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall permit authorized staff involved in such efforts the right of access to the Provider's premises and records

J. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. "Confidential" shall be used in this section to describe information that is confidential under applicable law. The policies and procedures must ensure that:

- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
- (2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;
- (3) Access to confidential information is restricted to authorized personnel of the Provider, the County, and/or the United States Office of the Inspector General;
- (4) Records are not left unattended in areas accessible to unauthorized individuals;
- (5) Access to electronic data is controlled;
- (6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating provider site;
- (7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

- (8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

**K. Progress Reports.** The Provider shall furnish the OMB-GC with monthly progress/performance reports in accordance with the activities and goals detailed in Attachments A and F of this Agreement. The reports shall explain the Provider's progress for the month and, in the event that its activities are seasonal, must clearly indicate when specific services and related expenditures will occur. The data should be quantified when appropriate. A corrective action plan must accompany all progress reports that indicate that the Provider is not meeting its expected service goals or expected performance levels. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Agreement.

**L. Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit County authorized personnel to monitor, review, and evaluate the program/work which is the subject of this Agreement. The OMB-GC shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Agreement. The OMB-GC will also have the right to inspect original documentation regarding administrative, fiscal, and programmatic matters and may retain copies of that documentation for verification purposes. Documentation includes but is not limited to employee time records that document work hours spent on direct and indirect duties within the County funded program(s), and documentation to show consistency and adherence in implementing the County funded (program(s) in accordance with the line item budget and budget justification narrative pursuant to Attachment "B" of this agreement. The Provider shall permit the OMB-GC to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the OMB-GC's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time frame noted in the monitoring report, the County may suspend payments or terminate this Agreement. The OMB-GC may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Agreement or future funding is dependent upon satisfactory monitoring of follow-up and corrective action, if warranted, by the Provider.

Provider agrees the County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and/or any location or site where the services contracted for are performed.

If the County suspends or stops payment to Provider after advising Provider of concerns arising from Provider's performance, Provider's management of County-funded or County-partially funded programs, or Provider's compliance with any of the terms of this Agreement, and if the Provider continues to provide services pursuant to this Agreement, the Provider shall do so at its own risk. The Provider understands and agrees that Provider may not be reimbursed or may not receive further payments under this Agreement in the event the County suspends or stops payment to Provider as described in this paragraph.

- M. Client Records.** The Provider shall maintain a separate individual client file for



each client/family served, where appropriate. This client file shall include all pertinent information regarding case activity. At a minimum, the client file shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client files shall be subject to the audit, monitoring and inspection requirements under Article 19, Sections F, G, H, and M and any other relevant provisions of this Agreement.

**N. Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes applicable to the Provider. The Disaster Plan/COOP must be submitted to the OMB no later than thirty (30) days after the execution of this agreement and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

**O. Public Records.** Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement.

Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County. Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity.

**ARTICLE 20. Audits and Internal Reviews by the Office of Management and Budget,**

**Office of Miami-Dade County Inspector General, and the Commission Auditor**

The Provider understands that it may be subject to an audit, random or otherwise, by the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor. The Provider may also be subject to an internal review, random or otherwise, by the OMB-GC.

**Independent Private Sector Inspector General Reviews.** The attention of the Provider is hereby directed to the requirements of Miami-Dade County Code Section 2-1076; in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Provider from IG, the Provider shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. Grant recipients are exempt from paying the cost of the audit which is normally  $\frac{1}{4}$  of 1% of the total contract amount.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

**ARTICLE 21. SUBCONTRACTORS and ASSIGNMENTS**

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Agreement without the prior written approval of the OMB-GC in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Agreement. The Provider will obtain three quotes for all proposed subcontracts partially or fully funded by the County, valued at \$1,000 and above, and maintain documentation of all three (3) quotes on file.

- 1) If the Provider will cause any part of this Agreement to be performed by a

Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.

- 2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.
- 3) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.
- 4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- 5) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor.

B. If this Agreement involves the expenditure of \$100,000 or more by the County

and the Provider intends to use subcontractors to provide the services listed in the Scope of Service (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment I. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment I without prior written approval of the County.

C. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of \$750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Agreement or debarment.

## **ARTICLE 22. PURCHASES**

The Provider will obtain three (3) quotes for all purchases partially or fully funded by the County and valued at \$1,000 or above, and maintain documentation of all three (3) quotes on file.

## **ARTICLE 23. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Provider agrees to comply, in accordance with applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement.
- b) Miami-Dade County Code, Chapter 11A, Article 3. All Providers and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction.
- c) "Conflicts of Interest" Section 2-11 of the Code of Miami-Dade County, and Ordinance 01-199, as well as the Miami-Dade County False Claims Ordinance.
- d) Miami-Dade County Code Section 10-38 "Debarment".

- e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Provider.
- f) Part III, Ch. 2, Art. 1 and Ch. 11A of the Miami-Dade County Code, and any payment and performance bond requirements if applicable under the Florida Statutes and F.A.R. 52.222 if applicable.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) Provider shall also develop and implement a written Code of Business Ethics and Conduct that will consist of a training program and an internal control system that:
  - 1. Are suitable to the size of the Provider and extent of its involvement in government contracting,
  - 2. Facilitate timely discovery and disclosure of improper conduct in connection with government contracts, and
  - 3. Ensure corrective measures are promptly instituted and carried out.

Notwithstanding any other provision of this Agreement, Provider shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

#### **ARTICLE 24. MISCELLANEOUS**

**A. Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Agreement shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the County for review and approval. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

**B. Governing Law and Venue.** This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Agreement shall be Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

The County and Provider mutually agree that modification of the Scope of Service, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Agreement executed by both the parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Agreement as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Agreement.

D. **Counterparts.** This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

E. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. **Pre-condition to County's Execution of this Agreement.** The Provider acknowledges that prior to the County Mayor or Mayor's designee executing this Agreement, the OMB-GC shall engage in a due diligence effort and review ("the Due Diligence Effort and Review") which includes but is not limited to researching background information on the Provider, ensuring the Provider is not in non-compliance with other County contracts, and reviewing the Provider's scope of services, budget, affidavits, responses to affidavits and any other proposed or required attachments to this Agreement. If the County through the OMB-GC in consultation with the County Mayor or Mayor's designee is concerned regarding findings of the Due Diligence Effort and Review, the County Mayor or Mayor's designee shall present findings of the Due Diligence Effort and Review to the Board of Miami-Dade County Commissioners with the County Mayor or Mayor's designee's recommendation as to how to proceed, and the Board of Miami-Dade County Commissioners shall then direct the County Mayor or Mayor's designee whether or not to execute this Agreement with the Provider by taking action on the recommendation. All services undertaken by the Provider before the County's execution of this Agreement shall be at the Provider's risk and expense.

G. **No Third Parties.** The parties expressly agree there are no intended or unintended third party beneficiaries to this Agreement.

H. **Sovereign Immunity.** Nothing in this contract shall be considered a waiver of sovereign immunity.

I. **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each

of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement.

**J. Totality of Agreement / Severability of Provisions.** This Agreement and Attachments, with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Services

Attachment B: Budget

Attachment C: Collusion Affidavit

Attachment D: Miami-Dade County Affidavits

Attachment D-1: Due Diligence Affidavit

Attachment E: State Public Entities Crime Affidavit

Attachment F: Monthly Payment Request

Attachment G: Monthly Progress Report

Attachment H: Final Year-End Closeout Report

Attachment I: List of Subcontractors and Suppliers (*NOTE: Attachment I must be completed and included with this Agreement only if the accompanying contract award totals \$100,000 or more.*)

Attachment J: Authorized Signature Form

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

**SIGNATURES ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

**CITY OF NORTH MIAMI BEACH, FLORIDA**

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Mayor or Mayor's  
Designee  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Authorized Person OR  
Notary Public

Attest: HARVEY RUVIN, Clerk  
Board of County Commissioners

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Corporate Seal OR Notary Seal/Stamp:

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTIO  
*Joe [Signature]* 4/1/15  
JOE [Signature] DATE  
CITY ATTORNEY





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

## MEMORANDUM

 Print

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Mac Serda, Deputy City Manager  
**DATE:** Tuesday, April 7, 2015

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**RE:** Resolution No. 2015-25 (Mac Serda, Deputy City Manager)

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**BACKGROUND ANALYSIS:** The City was awarded a \$359,500 grant in July 2014 from the FL Department of Environmental Protection for the sewerage of the area located on NE 163 Street between 17th and 21st Avenues. This project will assist 15 commercial properties within the City's CRA area by providing these commercial properties with a modern infrastructure that will allow them greater economic opportunities. The businesses are currently limited by the capacity of their aged onsite septic systems.

The terms of the grant are from July 1, 2014 to November 30, 2015.

**RECOMMENDATION:** Approval of the resolution is recommended.

**FISCAL/BUDGETARY IMPACT:** The grant provides \$359,500 toward a total project budget of \$919,000. The local matching funds will be derived from the Sewer Utility Fund.

This project provides the affected 15 businesses with an infrastructure that allows greater economic opportunities as they will not be limited by the capacity of the onsite septic systems.

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**ATTACHMENTS:**

- ☐ [Resolution No. R2015-25](#)
- ☐ [Exhibit A to Resolution R2015-25](#)

**RESOLUTION NO. R2015-25**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING, APPROVING AND RATIFYING THE FY2014 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ASSISTANCE GRANT AND AGREEMENT # LP13014; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE OF ACCEPTANCE OF THE GRANT FUNDS.**

**WHEREAS**, the City of North Miami Beach (“City”) applied for a Grant (“Grant”) through the State of Florida Department of Environmental Protection (“FDEP”), for funds to assist with the North Miami Beach 163<sup>rd</sup> Street Business District Sewering; and

**WHEREAS**, the State of Florida, through the FDEP State Financial Assistance Agreement, awarded the sum of \$359,500 to the City to assist with the North Miami Beach 163<sup>rd</sup> Street Business District Sewering; and

**WHEREAS**, due to time constraints, the City Manager was required to execute the FDEP Grant Agreement No: LP13014 (“Grant Agreement”), to accept funds, a copy of which is attached hereto as “Exhibit “A””; and

**WHEREAS**, it has been requested that the City Council retroactively approve the City Manager’s execution of the Grant Agreement,

**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 City Manager and the City Clerk are hereby authorized and directed to execute ratify and attest, respectively, that certain Grant Agreement (attached hereto as Exhibit

**RESOLUTION R2015-25**

“A”) with the State of Florida, Department of Environmental Protection accepting the Grant for \$359,000 to the City to assist with the 163rd Street Business District Sewering.

**Section 3.** This resolution shall apply retroactively to October 24, 2014 upon the signature of the Mayor

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ day of April, 2015.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

SPONSORED BY: Mayor and Council



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER  
2600 BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

OCT 04 2014

FED EX DELIVERY - SIGNATURE REQUIRED

Mr. Randall Fowler  
CIP Manager  
City of North Miami Beach  
17050 NE 19th Avenue  
North Miami Beach, Florida 33162

Re: LP13014 - North Miami Beach  
North Miami Beach 163rd Street Business District Sewering

Dear Mr. Fowler:

We are pleased to provide financial assistance for your wastewater improvement project. One fully executed grant agreement is enclosed. To draw money under the agreement, please call Tommy Williams at (850) 245-8364 for assistance in completing a disbursement request.

We congratulate you and your staff on your efforts and are pleased that we can work with you on this project.

Sincerely,

Angela Knecht, Program Administrator  
State Revolving Fund Management

AK/tw

Enclosure

cc: Marsha Alexander - City of North Miami Beach  
Ana Garcia - City of North Miami Beach  
Esmond Scott - City of North Miami Beach

STATE FINANCIAL ASSISTANCE AGREEMENT  
CITY OF NORTH MIAMI BEACH  
DEP AGREEMENT NO. LPI3014

STATE OF FLORIDA  
GRANT ASSISTANCE  
PURSUANT TO LINE ITEM 1668A OF THE 2014-2015  
GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the CITY OF NORTH MIAMI BEACH, whose address is 17011 NE 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the "North Miami Beach 163<sup>rd</sup> Street Business District Sewering" project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

In consideration of the mutual benefits to be derived from this Agreement, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named and attached hereto, which are incorporated by reference.
2. This Agreement shall be effective on July 1, 2014 and end no later than November 30, 2015, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the effective date through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3. A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$359,500 toward the total estimated project cost of \$919,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.  
  
B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes that exceed 10% of the total approved

deliverable budget will require a formal change order to the Agreement. Changes that transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than February 28, 2016, to assure the availability of funds for payment. The Disbursement Request Package must include:

(1) A completed Disbursement Request Form submitted by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,

(2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,

(3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B** shall be accompanied by supporting documentation and other requirements as follows:

(1) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse overpayments resulting from use of these excessive multipliers to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vender) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Equipment - (Capital outlay costing \$1,000 or more) - The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement.

E. In addition to the invoicing requirements contained in paragraph 3.C. and 3.D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the

Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

F. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RESERVED.

7. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

9. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days after approval by the Department.



A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or estop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above.

10. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

11. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment G, Special Audit

**Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment G** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 18 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.(1)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

14. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

15. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

16. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

17. Any notices between the Parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

18. The Department's Grant Manager for this Agreement is identified below.

**Tommy Williams**  
**State Revolving Fund Management**  
**Florida Department of Environmental Protection**  
**2600 Blair Stone Road, MS 3505**  
**Tallahassee, Florida 32399-2400**  
**Phone: (850) 245-8364**  
**Fax: (850) 245-8411**  
**Email: [Thomas.e.williams@dep.state.fl.us](mailto:Thomas.e.williams@dep.state.fl.us)**

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

19. The Grantee's Grant Manager for this Agreement is identified below.

**Randall Fowler, P. E.**  
**City of North Miami Beach**  
**17050 NE 19<sup>th</sup> Avenue**  
**North Miami Beach, Florida 33162**  
**Phone: (305) 948-2925**  
**Fax: (305) 957-3502**  
**Email: [Randall.fowler@citynmb.com](mailto:Randall.fowler@citynmb.com)**

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

20. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers'

Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

21. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

22. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

23. RESERVED.

24. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

25. RESERVED.

26. RESERVED.

27. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

28. A. The accounting systems for all Grantees must ensure that funds awarded by this grant are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or

subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

B. If the Department finds that these grant funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

C. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

29. Land acquisition is not authorized under the terms of this Agreement.

30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.


31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.


REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF NORTH MIAMI BEACH

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION


By:   
City Manager

By:   
Program Administrator  
State Revolving Fund

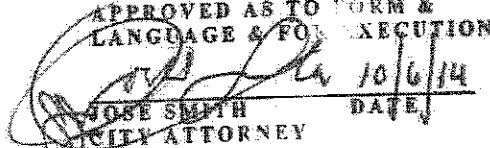
Date: 10/22/2014

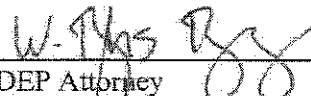
Date: OCT 24 2014

FEID No.: 59-2000389

  
Tommy Williams, DEP Grant Manager

Approved as to form and legality:

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION  
 10/6/14  
JOSE SMITH DATE  
CITY ATTORNEY

  
DEP Attorney

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (2 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Reserved
Attachment	F	Reserved
Attachment	G	Special Audit Requirements (5 Pages)

**ATTACHMENT A  
PROJECT WORK PLAN  
CITY OF NORTH MIAMI BEACH  
LP13014**

<b>Project Title:</b> North Miami Beach 163 <sup>rd</sup> Street Business District Sewering
<b>Project Location:</b> NE 163 <sup>rd</sup> Street between NE 17 <sup>th</sup> Avenue and NE 21 <sup>st</sup> Avenue; North Miami Beach, FL. Miami-Dade County
<b>Project Background:</b> <i>The City of North Miami Beach seeks to extend sewer lines in this area to improve redevelopment opportunities and tenant occupancy. The properties are currently on an aged septic system that limits the use of each site. These outdated systems severely limit the use of each site. In addition, some of these on-site treatment systems have failed in the past, and can no longer meet and/or comply with the Department of Health requirements. This critical project will affect 15 commercial properties fronting this district within the North Miami Beach's CRA area. The 163<sup>rd</sup> Street Business District is one of the City's older neighborhoods and one of the few remaining commercial frontages that has yet to be sewerred. Through this endeavor, these properties will finally be up to par with the rest of the City's commercially zoned properties and with 21<sup>st</sup> century modern infrastructure. The City proposes a low pressure sewer system for this area. This project is shovel ready.</i>
<b>Project Description:</b> <i>Provide a detailed description of the work to be performed for the project. Project descriptions should include specific tasks for the completion of the project, deliverables specific to the tasks (required reports such as progress reports and final reports are not deliverables as they are required by all agreements and are not project specific), estimated timeline for the completion of the tasks and submittal of the deliverables and the criteria that will be used to evaluate the successful completion of the task. The following format is recommended:</i> <b>I. Task :</b> <i>Construction of sewer system</i> <b>1a. Deliverable:</b> <i>copy of bid tab, copy of contract, contractors schedule of values, pictures</i> <b>Timeline for completion:</b> <i>November 30, 2015</i> <b>Budget Information:</b> <i>(provide the following information for the budget for each task):</i> <b>Salaries:</b> <i>N/A</i> <b>Fringe Benefits:</b> <i>N/A</i> <b>Travel:</b> <i>N/A</i> <b>Contractual:</b> <i>Construction \$919,000, DEP \$359,500, local share \$559,500</i> <b>Equipment:</b> <i>N/A</i> <b>Supplies/Other Expenses:</b> <i>N/A</i> <b>Land:</b> <i>N/A</i> <b>Indirect:</b> <i>N/A</i> <b>Performance Standard:</b> <i>The DEP Grant Manager will review the deliverables to ensure they are eligible for reimbursement.</i>

**NOTE: THIS SHOULD BE DONE FOR EACH TASK AND EACH DELIVERABLE TO BE COMPLETED UNDER THIS AGREEMENT. PAYMENT IS TIED TO THE SUBMITTAL AND ACCEPTANCE OF DELIVERABLES. DELIVERABLES MUST BE QUANTIFIABLE AND MEASURABLE AND THERE MUST BE A PERFORMANCE STANDARD THAT IS SPECIFIC TO THE APPROVAL OF THE DELIVERABLE.**

*Total Budget by Task and Deliverables: The tasks identified here should agree with the tasks identified and described above. Identify the tasks as follows: 1a, 1b, etc.*

Tasks		DEP Funding	Local Funds and Source	
			Local Funds	Source of Funds
1	Construction	\$359,500	\$559,500	City Water Fund
1a				
1b				
2				
2a				
2b				
Total:		\$359,500	\$559,500	City Water Fund
Project Total:			\$919,000	

The FY2014-15 GAA did not require a match for these projects.



**ATTACHMENT B**  
**Disbursement Request Package**  
**Legislative Projects (LP) Grants**

1. Grantee/Recipient City of North Miami Beach
  2. Project Number LP13014 Date of Request \_\_\_\_\_
  3. Disbursement Request Number \_\_\_\_\_ Required Match % \_\_\_\_\_
  4. Type of Request: Partial  Final
  5. Federal Employer Identification Number \_\_\_\_\_
  6. Task/Deliverable No. \_\_\_\_\_
  7. Mail  EFT  Send Remittance to: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Disbursement Details**

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

1. Contractual Services
2. Total
3. Disbursements previously requested
4. Amount Requested for Disbursement (line 2 minus 3)

Amount this Request	Total Cumulative

**\*\* SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: \*\***

Florida Department of Environmental Protection  
 State Revolving Fund Management MS 3505  
 2600 Blair Stone Road  
 Tallahassee, Florida 32399-2400

or email your request to:

SRF\_Reporting@dep.state.fl.us

**Grant Manager's Certification  
of Disbursement Request**

I, \_\_\_\_\_  
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of \_\_\_\_\_, do hereby certify that:  
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

\_\_\_\_\_  
(Signature of Grant Manager)

\_\_\_\_\_  
(Date)

**Engineer's Certification  
of Disbursement Request**

**ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT**

I, \_\_\_\_\_, being the Professional Engineer retained by  
(name of Professional Engineer)  
\_\_\_\_\_, am responsible for overseeing construction of the  
(name of Grantee/Recipient)  
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

\_\_\_\_\_  
Signature of Professional Engineer

\_\_\_\_\_  
Firm or Affiliation

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(P.E. Number)

## ATTACHMENT C

### Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

ATTACHMENT D

PROGRESS REPORT FORM

<b>DEP Agreement No.:</b>	LP13014		
<b>Grantee Name:</b>	City of North Miami Beach		
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p>Provide the following information for all tasks and deliverables identified in the Project Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP13014 and accurately reflects the activities associated with the project.

---

Signature of Grantee's Grant Manager \_\_\_\_\_ Date \_\_\_\_\_

## ATTACHMENT G

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)



B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:**

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:**

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement 1668A	General Revenue, Line Item 1668A	2014-2015	37.039	Statewide Surface Water Restoration and Wastewater Projects	359,500	140047

<b>Total Award</b>					<b>\$359,500</b>
--------------------	--	--	--	--	------------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.ftdfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



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

## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Barbara Trinka, Director of Finance  
Brian K. O'Connor, Chief Procurement Officer  
**DATE:** Tuesday, April 7, 2015

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**RE:** Resolution No. R2015-26 (Barbara Trinka, Finance Director and Brian K. O'Connor, Chief Procurement Officer)

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**BACKGROUND ANALYSIS:**

The City of North Miami Beach issued Request for Proposals (RFP) No. 2015-03 for the purpose of selecting a qualified financial institution to submit proposals to provide a "Bank Qualified" fixed rate bank loan not to exceed \$3,000,000.00 at the lowest overall borrowing cost.

The existing loan refunded a previous loan from the Florida Municipal Loan Council Revenue Refunding Bonds, Series 2000A, which was originally used to refund certain water system debt and to fund \$300,000 in municipal improvements, including a bike trail. Currently, the loan has a balance of \$2,850,000 with an average interest rate coupon of 4.22% and interest rate coupons ranging from 4.0% to 5.0%.

Notices were electronically sent to approximately 600 potential local and national vendors, as well as advertised in the Miami Daily Business Review, and posted on DemandStar by Onvia, the City's website and in the lobby of City Hall. Additionally, all registered City of North Miami Beach vendors under the commodity(s) matching the RFP scope were notified via email.

The RFP was advertised on March 4, 2015 and the City took receipt of four (4) responsive proposals on March 24th. The City's financial advisor, First Southwest, assisted with the RFP process and in evaluating the responses. A Review Committee

evaluated and scored the proposals and the final ranking was as follows, from highest to lowest: BB&T, JP Morgan, TD Bank, TotalBank. This ranking concurs with the attached analysis prepared by First Southwest identifying the BB&T proposal as the best overall proposal due to the lowest interest rate of the four proposals at 1.48% to be held through the closing date, minimal closing costs and conditions, and an option to prepay the loan in whole on any payment date with without penalty. According to First Southwest, the BB&T offer projects approximately \$181,125 in present value debt service savings versus the current Series 2005C loan.

**RECOMMENDATION:**

It is the Review Committee's recommendation to accept the proposal from Branch Banking and Trust Company ("BB&T") pursuant to RFP No. 2015-03 and initiate the agreement process to ensure timely closing of the loan.

**PROPOSED VENDOR:**

Branch Banking and Trust Company ("BB&T")  
P.O. Box 714  
Columbia, SC 29202

**FISCAL/BUDGETARY  
IMPACT:**

The refunding will result in average annual debt service savings of \$38,286 and total debt service savings of \$191,431. The net present value of the savings is \$181,125, or 6.35% of the refunded debt.

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**ATTACHMENTS:**

- ❑ [Financial Advisor's Analysis](#)
- ❑ [Review Committee Ranking Summary](#)
- ❑ [Administrative Review](#)
- ❑ [Review Committee Recommendation](#)
- ❑ [Resolution No. R2015-26](#)

# **City of North Miami Beach, Florida**

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**Summary of the Responses to the Request for a Bank Loan**

**Capital Improvement Refunding Revenue Note, Series 2015**

**(Refunding of the City's Florida Municipal Loan Council, Series 2005C Loan)**

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*Prepared by:*

**FirstSouthwest** 

## REPORT OF THE FINANCIAL ADVISOR

FirstSouthwest, as Financial Advisor, assisted the City of North Miami Beach, Florida (the “City”) in issuing a Request for Proposals (“RFP”) for a Bank-Qualified not to exceed \$3,000,000 Bank Loan financing. The proceeds of the loan will be used to refund the City’s outstanding loan from the Florida Municipal Loan Council Revenue Bonds, Series 2005C, with a current outstanding par amount of \$2,850,000.

The security for the loan is a covenant to budget and appropriate from legally available Non-Ad Valorem Revenues of the City in amounts sufficient to repay the principal and interest of the loan.

The goal was to obtain the lowest cost of financing for a Bank-Qualified financing for a 5 year period and to provide flexibility to the City by allowing for prepayment of the loan in whole, or in part, at any time.

On March 24, 2015 the City received a total of four (4) responses from the entities listed below:

- Branch Banking and Trust Company (BB&T)
- J.P Morgan
- TD Bank
- TotalBank

Financial Institution	Proposed Fixed Rate	Closing Costs	Prepay Penalty?	Conditions/Comments
BB&T	<b>BQ Rate: 1.48%</b>	\$3,500	No	<ol style="list-style-type: none"> <li>1. Interest rate stated above is valid for a closing not later than 45 days from March 24, 2015.</li> <li>2. Interest will accrue on a 30/360 day count basis.</li> <li>3. Standard gross up language for taxability or loss of bank-qualified status.</li> </ol>
J.P. Morgan	<p style="text-align: center;"><b>BQ Rates are indicative as of 3/23/2015</b></p> <p><b>Option 1: 1.67%</b></p> <p><b>Option 2: 1.77%</b></p>	\$5,500	<p style="text-align: center;"><b>Option 1: Make-Whole</b></p> <p style="text-align: center;"><b>Option 2: Callable @ par after 4/1/2016</b></p>	<ol style="list-style-type: none"> <li>1. Rates as indicative as of March 23, 2015 and are subject to change daily until a written rate lock letter agreement is executed between the issuer and the bank.</li> <li>2. Interest will accrue on a 30/360 day count method.</li> <li>3. Receipt of CAFR within 180 days of fiscal year end</li> <li>4. Default Rate: Base Rate + 4.00%</li> <li>5. Gross up language allowing rate adjustments for decreases in the corporate tax rate.</li> <li>6. Anti-Dilution Test: 1.50x</li> <li>7. As a best practice to maintain transparency, final documents may be posted by the issuer on a national public bond market repository provided that certain information be redacted by the issuer as directed by the bank.</li> </ol>

<b>TD Bank</b>	<p><b>BQ Rates are indicative as of 3/24/2015</b></p> <p><b>Option 1: 1.56%</b></p> <p><b>Option 2: 1.78%</b></p>	\$5,000	<p><b>Option 1: Make-Whole</b></p> <p><b>Option 2: None</b></p>	<ol style="list-style-type: none"> <li>1. Indicative rates as of March 24, 2015. Based upon the greater of (67.0% of the prevailing five (5) year H-15 Swap Rate) plus 50 basis points, or (67% of the prevailing five (5) year treasury rate plus 56 basis points as publicized in the H-15 website.</li> <li>2. In order to keep the rate locked, the borrower will have to advise the Bank if it has been awarded the transaction with 3 days of the proposal submission.</li> <li>3. Interest will accrue on a 30/360 day count method</li> <li>4. The default rate of interest shall be six (6) percentage points in excess of the prevailing rate of interest charged at the time of the event of default.</li> <li>5. Gross up language allowing rate adjustments for decreases in the corporate tax rate.</li> <li>6. Anti-Dilution Text: 1.50x</li> <li>7. Facility is to be on parity and cross defaulted to all other parity debt.</li> <li>8. All standard rights and remedies in the event of default including acceleration.</li> <li>9. Audited financial statements within 210 days of fiscal year end and the annual budget with 60 days after adoption.</li> </ol>
<b>TotalBank</b>	<b>BQ Rate: 2.55%</b>	\$5,075	No	<ol style="list-style-type: none"> <li>1. The interest rate is locked in for 60 days from the date of acceptance.</li> <li>2. Interest will accrue on a 30/360 day count method.</li> <li>3. Standard gross up language for taxability or loss of bank-qualified status.</li> <li>4. Audited annual reports within 180 days within each fiscal year end. Additionally, within 30 days of it final adoption, the operating budget.</li> </ol>

**ANALYSIS**

Of the four (4) qualified proposals received, the following proposals represent the two top ranked options for the City:

	<b>BB&amp;T</b>	<b>TD Bank* Option 1 / Option 2</b>
Interest Rate	1.48%	1.56%* / 1.78%*
Amount to be Financed	\$2,850,000	\$2,852,000 / \$2,852,000
Bank Costs	\$3,500	\$5,000 / \$5,000
Projected Interest Cost	\$126,758	\$133,780 / \$152,860
Total Debt Service	\$2,976,758	\$2,985,780 / \$3,004,860
All In Interest Rate	1.92%	2.02% / 2.24%
Corporate Tax Language	No	Yes / Yes
Prepayment Penalty?	No	Yes (Make-Whole) / No

Average Annual Debt Service	\$602,379	\$604,205 / \$608,066
Maximum Annual Debt Service	\$606,379	\$608,344 / \$612,716

- Preliminary / Subject to Change
- \*Indicative interest rate as of 3/24/2015, subject to change prior to closing
- Assumes estimated COI of \$32k before bank counsel's fee

	BB&T	TD Bank* Option 1 / Option 2	Difference
Par Amount	\$2,850,000	\$2,852,000 / \$2,852,000	+\$2,000 / +\$2,000
Interest Rate	1.48%	1.56%* / 1.78%*	+0.08% / +0.30%
All-in Interest Rate	1.92%	2.02% / 2.24%	+0.10% / +0.32%
Total Cash Flow Savings (\$)	\$191,431	\$182,410 / \$163,330	(\$9,021) / (\$28,101)
Present Value Savings (\$)	\$181,125	\$172,058 / \$153,004	(\$9,067) / (\$28,121)
Present Value Savings (%)	6.36%	6.04% / 5.37%	(0.32%) / (0.99%)

- Preliminary / Subject to Change
- \*Indicative interest rate as of 3/24/2015, subject to change prior to closing
- Assumes estimated COI of \$32k before bank counsel's fee

## **RECOMMENDATION**

Based upon our review of the qualified proposals received in response to the RFP, FirstSouthwest would recommend the proposal provided by BB&T Bank. The BB&T Bank proposal provides for:

1. The lowest interest rate of the proposals received.
2. A mitigation of the interest rate risk for the city, as the proposed interest rate will be held through the projected Series 2015 closing date.
3. An option to prepay the loan in whole on any payment date without penalty.
4. Minimal conditions as a requirement for closing.

Based upon the attached financial comparison, the total debt service savings of the BB&T Bank proposal without a prepayment penalty (1.48%) compared to the second best proposal received from TD Bank (1.56% with a make-whole penalty and 1.78% without a prepayment penalty) is approximately \$9,021 over the life of the financing with a prepayment penalty or \$28,101 without a prepayment penalty. In addition to mitigating the interest rate risk to the City by locking in the interest rate until closing, the BB&T Bank proposal insulates the City from corporate tax change risk due to the fact that it does not require a gross up provision in the event of a change in the corporate tax rate.

Based upon the recommended proposal, the projected financing results for the Series 2015 Note provide for approximately \$181,125 in present value debt service savings versus the Series 2005C Loan (6.36% of the principal amount of bonds refunded).



**RFP 2015-03 Refunding Revenue and Capital Bond, Series 2005C  
Review Committee Meeting  
March 27, 2015 at 1:00 PM**

**REVIEW COMMITTEE RANKING SUMMARY**

Selection Criteria												
Proposers:	BB&T			JP Morgan			TD Bank			TOTALBANK		
Reviewer #:	1	2	3	1	2	3	1	2	3	1	2	3
Approved rate or rates of interest, fees and expenses, and terms and conditions, as applicable - <u>70 points max</u>	70	70	65	60	60	62	55	50	50	50	50	40
Ability to provide the type and quality of services requested - <u>15 points max</u>	15	15	12	15	15	12	15	15	12	15	15	12
Prior experience servicing local governments, and references - <u>15 points max</u>	15	15	13	15	15	13	15	15	13	15	15	13
<b>Total Score</b>	<b>100</b>	<b>100</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>87</b>	<b>85</b>	<b>80</b>	<b>75</b>	<b>80</b>	<b>80</b>	<b>65</b>
<b>Final Score</b>	<b>96.7</b>			<b>89</b>			<b>80</b>			<b>75</b>		

Reviewers:  
 1- Barbara Trinko  
 2- Femi Ogunmola  
 3- Mac Serda



**ADMINISTRATIVE REVIEW**

**RFP 2015-03**

**REFUNDING REVENUE AND CAPITAL BOND, SERIES 2005C**

Proposers

Description	BB&T	JP Morgan	TD Bank	TOTALBANK
Required Forms	Yes	Yes	Yes	Yes
Acknowledgement of Addendum No. 1	Yes	Yes	Yes	Yes
Acknowledgement of Addendum No. 2	No*	Yes	Yes	Yes
Client References Provided	Yes	"Avail. Upon Request"	Yes	Two of three required
<b>SUBMITTAL</b>				
One original, Five copies and one electronic copy of submittal	Yes	Yes	Yes	Yes

Notes:

**\* Addendum No. 2 deemed unsubstantial to the RFP, therefore this is not a disqualifying factor**



**MEMORANDUM**

**To:** Procurement Management Division  
**From:** The Evaluation Committee  
**Re:** Recommendation to City Manager

---

**SOLICITATION:** 2015-03 REFUNDING REVENUE AND CAPITAL BOND, SERIES 2005C

**MEETING DATE:** \_\_\_\_\_

The below signed Evaluation Committee, having reviewed the above referenced responses, make our recommendation as follows:

Award and execute an agreement with  
the number one ranked proposer, BB&T.

By signing below, I am agreeing with the Committee's decision.

Reviewer 1 

Reviewer 2  3/27/15

Reviewer 3 

**RESOLUTION NO. R2015-26**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,  
ACCEPTING THE PROPOSAL OF BRANCH BANKING  
AND TRUST COMPANY (“BB&T”) PURSUANT TO RFP  
NO. 2015-03 REFUNDING REVENUE AND CAPITAL  
BOND, SERIES 2005C.**

**WHEREAS**, the City of North Miami Beach ("City") issued Request for Proposals No. 2015-03 for the purpose of selecting a qualified financial institution to submit proposals to provide a “Bank Qualified” fixed rate bank loan not exceed \$3,000,000.00 at the lowest overall borrowing cost in order to refund an existing loan; and

**WHEREAS**, the existing loan refunded a previous loan from the Florida Municipal Loan Council Revenue Refunding Bonds, Series 2000A, originally used to repay certain water system debt and to fund \$300,000 in municipal improvements, including a bike trail; and

**WHEREAS**, RFP notices were electronically sent to approximately 600 potential local and national vendors through DemandStar and the City’s registered vendor list, as well as advertised in the local Daily Business Review, City website and City Hall lobby; and

**WHEREAS**, the City took receipt of four (4) responsive proposals by the published deadline; and

**WHEREAS**, First Southwest, the City’s financial advisor, reviewed and analyzed the submittals and determined the proposal submitted by Branch Banking and Trust (BB&T) to be the best overall solution to the City due to it having the lowest interest rate at 1.48%, minimal closing costs and conditions, and no pre-payment penalties – resulting in a total debt service savings of more than \$191,000; and

**WHEREAS**, a Review Committee comprised of City staff reviewed the proposals and the advisor’s recommendation and ranked the four firms in the following order from highest to lowest: BB&T, JP Morgan, TD Bank and TotalBank; and

**RESOLUTION R2015-26**

**WHEREAS**, the Review Committee recommends that BB&T's proposal pursuant to RFP No. 2015-03 be accepted in order to allow for bond counsel of both parties to commence agreement proceedings and furnish a refunding revenue note for execution at the next available Council meeting; and

**WHEREAS**, the City Council of North Miami Beach desires to accept BB&T's proposal pursuant to RFP No. 2015-03 and authorizes the City Manager to proceed with the agreement process.

**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 City Manager is hereby authorized to engage with BB&T in order to assemble an agreement pursuant to RFP 2015-03.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the Regular meeting assembled this 7th day of April, 2015.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council



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

## MEMORANDUM

 [Print](#)

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Esmond Scott, Director of Public Works  
**DATE:** Tuesday, April 7, 2015

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**RE:** Resolution No. R2015-27 (Esmond Scott, Director of Public Works)

---

**BACKGROUND ANALYSIS:**

The City Council approved Interlocal Agreement (Resolution 2014-31) with Miami-Dade County for the Better Communities (BBC) General Obligation Bond Program (GOB) funds to be used for improvements and renovations to parks within the City. Project No. 69-77335 for renovations and improvements to Allen Park in an amount not to exceed \$113,565 and Project No. 69-77577 for improvements to the Uleta Community Center Park in an amount not to exceed \$229,432 were approved. Project No. 69-77335 for renovations and improvements to Allen Park is nearing completion and there are unspent funds from the \$113,565 initially allocated. The City and Miami-Dade County desire to utilize the unspent BBC GOB funds for completion of Project No. 69-77577 for improvements to the Uleta Community Center Park Project. The aforementioned reallocation of funds requires that the Interlocal Agreements for Project No. 69-77335 for renovations and improvements to Allen Park and Project No. 69-77577 for improvements to the Uleta Community Center Park be amended with Amendment No. 1.

**RECOMMENDATION:** Approval is recommended to move forward with park improvements.

**FISCAL/BUDGETARY IMPACT:** This resolution will transfer \$40,000 from the Uleta BBC/GOB grant to Allen Park's grant for the purpose of enhancing the baseball/multi-purpose field.

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**ATTACHMENTS:**

- [Resolution R2015-27](#)
- [Exhibit A to Resolution No. R2015-27](#)

**RESOLUTION NO. R2015-27**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH, GRANTING THE CITY FUNDS FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FOR ALLEN PARK RENOVATIONS AND IMPROVEMENTS AND ULETA COMMUNITY CENTER PARK IMPROVEMENTS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENTS WITH MIAMI-DADE COUNTY FOR THE PROJECTS.**

**WHEREAS**, in Resolution 2014-31 the City Council approved Interlocal Agreements with Miami-Dade County for Better Communities (BBC) General Obligation Bond Program (GOB) funds to be used for improvements and renovations to parks within the City; and

**WHEREAS**, Project No. 69-77335 for renovations and improvements to Allen Park in an amount not to exceed \$113,565 and Project No. 69-77577 for improvements to the Uleta Community Center Park in an amount not to exceed \$229,432 were approved; and

**WHEREAS**, Project No. 69-77335 for renovations and improvements to Allen Park is nearing completion and there are unspent funds from the \$113,565 initially allocated; and

**WHEREAS**, the City and Miami-Dade County desire to utilize the unspent BBC GOB funds for completion of Project No. 69-77577 for improvements to the Uleta Community Center Park Project; and

**WHEREAS**, the aforementioned reallocation of funds requires that the Interlocal Agreements for Project No. 69-77335 for renovations and improvements to Allen Park and Project No. 69-77577 for improvements to the Uleta Community Center Park be amended as follows (see attached, and incorporated by reference, Exhibit "A" for the Amendment No. 1 to Agreements between North Miami Beach and Miami-Dade County);

**RESOLUTION NO. R2015-27**



- Allen Park Renovations and Improvements Project No. 69-77335 not to exceed ~~\$113,565~~ \$73,565;
- Uleta Community Center Park Improvements Project No 69-77577 not to exceed ~~\$229,432~~ \$269,432.

**WHEREAS**, in order to obtain the funds, Miami-Dade County and the City of North Miami Beach agree to enter into the attached Amendment No. 1 to Agreements between North Miami Beach and Miami-Dade County; and

**WHEREAS**, the Mayor and City Council of the City of North Miami Beach deem it to be the best interest of the citizens and residents of the City to enter into the attached amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Miami Beach, Florida:

**Section 1.** The aforementioned recitals are true and correct.

**Section 2.** The Mayor and Council of the City of North Miami Beach hereby approve Amendment No. 1 to Agreements between North Miami Beach and Miami-Dade County (attached hereto as Exhibit “A”) for Building Better Communities General Obligation Bond Program Project No:

- Allen Park Renovations and Improvements Project No. 69-77335 not to exceed \$73,565 for various renovations and improvements at Allen Park;
- Uleta Community Center Park Improvements Project No 69-77577 not to exceed \$269,432 removal and replacement of existing fence and playground equipment;

And authorize the City Manager to execute the attached Amendment No. 1, attached hereto and incorporated herein as Exhibit “A”.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ **day of April, 2015**.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

(CITY SEAL)

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM, LANGUAGE  
AND FOR EXECUTION

\_\_\_\_\_  
JOSÉ SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council



miamidade.gov

**Management and Budget**  
111 NW 1st Street • 22nd Floor  
Miami, Florida 33128-1926  
T 305-375-5143 F 305-375-5168

February 11, 2015

Mr. Esmond Scott, Public Works Director  
City of N Miami Beach  
17050 NE 19th Avenue  
N Miami Beach, Florida 33162

Dear Mr. Scott:

**RE: GOB Interlocal Agreement Amendment No. 1**  
69-77335 / Allen Park Renovations and Improvements  
69-77577 / Uleta Community Center Park Improvements

Enclosed please find four (4) Grant Agreements with Exhibits to be executed for the captioned project.

Kindly return the signed agreements and exhibits to me in order for the County to countersign them. Once signed and sealed a set will then be returned to you for your records.

Thank you for your continued support of the Building Better Communities General Obligation Bond Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Barriga". The signature is written in a cursive, flowing style.

Frank Barriga  
Senior Budget Analyst  
Office of Management and Budget

Attachments

**AMENDMENT No. 1 TO AGREEMENTS BETWEEN  
CITY OF NORTH MIAMI BEACH  
AND  
MIAMI-DADE COUNTY**

GOB Project Number 69-77335 / Allen Park Renovations and Improvements

GOB Project Number 69-77577 / Uleta Community Center Park Improvements

THIS AMENDMENT No. 1 (the "Amendment") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of North Miami Beach, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Council of the City of North Miami Beach Florida (the "Municipality") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WITNESSETH

WHEREAS, the County and the Grantee executed an Interlocal Agreement for GOB Project Number 69-77335 / Allen Park Renovations and Improvements ("the Allen Park Agreement") dated September 3, 2014 in the amount of \$113,565 and Interlocal Agreement for GOB Project Number 69-77577 / Uleta Community Center Park Improvements ("the Uleta Park Agreement") dated September 3, 2014 in the amount \$229,432 in order to expend and utilize Building Better Communities General Obligation ("BBC GOB") bond funds in accordance with the terms of the Grant Agreements and the BBC GOB program Administrative Rules; and

WHEREAS, the Allen Park Agreement and Uleta Park Agreement are attached hereto as Exhibits "A" and "B" respectively, and incorporated herein by reference; and

WHEREAS, the Allen Park Renovations and Improvements project is nearing completion; and

WHEREAS, the County and the Municipality desire to utilize the unspent BBC GOB bond funds from the Allen Park project for the completion of the Uleta Park project,

NOW THEREFORE, pursuant to Section 13 of the Interlocal Agreements which authorize the County Mayor to execute, modify and amend the Interlocal Agreements in accordance with the authority granted to the County Mayor under Resolution No. R-595-05, to expend BBC GOB bond funds received for the purpose described in the funding request attached hereto as Exhibit "C", and in consideration of the mutual promises and covenants contained herein and the

mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. The Allen Park Agreement is hereby amended as follows:<sup>1</sup>

- a. The 6<sup>th</sup> WHEREAS clause shall state: “pursuant to the terms of this Agreement the County has agreed to allocate ~~[[\$113,565]]~~ >>\$73,565<< from Draw Down Funds for the Project 69-77335 (the “Funding Cycle Allocation”);
- b. Section 2(c) shall state: “The County agrees to provide solely from the BBC GOB Program proceeds for the Funding Cycle Allocation in an amount equal to ~~[[\$113,565]]~~ >>\$73,565<<.”
- c. Exhibit 1 to the Allen Park Agreement shall be amended in the manner reflected in the document attached hereto as Exhibit 1-A to this Amendment.

Section 2. The Uleta Park Agreement is hereby amended as follows:

- a. The 6<sup>th</sup> WHEREAS clause shall state: “pursuant to the terms of this Agreement the County has agreed to allocate ~~[[\$229,432]]~~ >>\$269,432<< from Draw Down Funds for the Project 69-77577 (the “Funding Cycle Allocation”);
- c. Section 2(c) shall state: “The County agrees to provide solely from the BBC GOB Program proceeds for the Funding Cycle Allocation in an amount equal to ~~[[\$229,432]]~~ >>\$269,432<<.”
- d. Exhibit 1 to the Uleta Park Agreement shall be amended in the manner reflected in the document attached hereto as Exhibit 1-B to this Amendment.

---

<sup>1</sup> Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment. Remaining provisions are now in effect and remain unchanged.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of \_\_\_\_\_, 2015.

City of ~~Miami Gardens~~ <sup>North Miami Beach</sup>, Florida

By: \_\_\_\_\_  
City Manager Date

For the City Council,  
City of North Miami Beach, Florida

Attest: \_\_\_\_\_, CLERK

By: \_\_\_\_\_  
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Mayor

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

Stephen P. Clark Center  
111 NW 1 Street  
Miami, Florida 33128

HARVEY RUVIN, CLERK  
Attest:

By: \_\_\_\_\_  
Deputy Clerk Date

Approved by County Attorney as  
to form and legal sufficiency.

APPROVED AS TO FORM &  
LANGUAGE & FOR EXECUTION  
*Jose Smith*  
JOSE SMITH DATE 3/31/15  
CITY ATTORNEY

**Miami-Dade County  
Building Better Communities General Obligation Bond Program (GOB)**

<b>North Miami Beach</b>				<b>Allen Park Renovations and Improvements Amendment No. 1</b>			
				<b>GOB Project Number 69-77335</b>			
<b>REVENUES</b>				<b>Milestones</b>	<b>EXPENSES</b>		
<b>FY 2013 - 2014 GOB Allocation</b>	<b>Revised FY 2014 - 2015 GOB Allocation</b>	<b>*Other Funding Allocations</b>	<b>Total Estimated Revenues</b>		<b>Projected Start Date</b>	<b>Schedule End Date</b>	<b>Total Estimated Expenses</b>
			0	Project Administration			0
			0	Project Administration (Non-GOB)			0
			0	Land Acquisition			0
			0	Land Acquisition (Non-GOB)			0
			0	Pre-design, Planning, including preliminary engineering			0
			0	Pre-design, Planning, including preliminary (Non-GOB)			0
			0	A&E Selection			0
			0	A&E Selection (Non-GOB)			0
			0	Design			0
			0	Design (Non-GOB)			0
			0	Dry run/permit			0
			0	Dry run/permit (Non-GOB)			0
			0	Contractor Selection			0
			0	Contractor Selection (Non-GOB)			0
113,565	-40,000		73,565	Construction On Going	8/1/2014	8/31/2016	73,565
			0	Construction On Going (Non-GOB)			0
			0	Construction Substantially Complete			0
			0	Construction Substantially Complete (Non-GOB)			0
			0	Other			0
			0	Other (Non-GOB)			0
<b>113,565</b>	<b>-40,000</b>	<b>0</b>	<b>73,565</b>	<b>TOTALS</b>			<b>73,565</b>

**\* Other Funding (List sources and amounts)**

<b>Funding Source</b>	<b>Amount</b>
<b>Total</b>	
	<b>0</b>

**Project Narrative/Description**

This project will consist of the following renovations at Allen Park located at, 1770 NE 162ND ST-North Miami Beach, outdoor field lights, the existing multi-purpose athletic field will be resodded and improved for better drainage, new dugout fencing & replacement the benches, backstop fence and sections of the field fence will be replaced and a new bottom rail will be installed.

**GOB Total Funding Allocation Narrative/Description**

This project will consist of the following renovations at Allen Park located at, 1770 NE 162ND ST-North Miami Beach, outdoor field lights, the existing multi-purpose athletic field will be resodded and improved for better drainage, new dugout fencing & replacement the benches, backstop fence and sections of the field fence will be replaced and a new bottom rail will be installed. This BBC GOB allocation is fully subject to and contingent upon the availability of BBC GOB Program proceeds and the satisfaction of the Conditions Precedent to Funding.

**GOB FY 2013 - 2014 Funding Allocation Narrative/Description**

This project will consist of the following renovations at Allen Park located at, 1770 NE 162ND ST-North Miami Beach, outdoor field lights, the existing multi-purpose athletic field will be resodded and improved for better drainage, new dugout fencing & replacement the benches, backstop fence and sections of the field fence will be replaced and a new bottom rail will be installed.

\*\*For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section I, A2e of the Building Better Communities Bond Program (GOB) Administrative Rules.

**Miami-Dade County  
Building Better Communities General Obligation Bond Program (GOB)**

<u>North Miami Beach</u>				<u>Uleta Community Center Park Improvements Amendment No. 1</u>			
				<u>GOB Project Number 69-77577</u>			
REVENUES				Milestones	EXPENSES		
FY 2013 - 2014 GOB Allocation	Revised FY 2013 - 2014 GOB Allocation	*Other Funding Allocations	Total Estimated Revenues		Projected Start Date	Schedule End Date	Total Estimated Expenses
			0	Project Administration			0
			0	Project Administration (Non-GOB)			0
			0	Land Acquisition			0
			0	Land Acquisition (Non-GOB)			0
			0	Pre-design, Planning, including preliminary engineering			0
			0	Pre-design, Planning, including preliminary (Non-GOB)			0
			0	A&E Selection			0
			0	A&E Selection (Non-GOB)			0
			0	Design			0
			0	Design (Non-GOB)			0
			0	Dry run/permit			0
			0	Dry run/permit (Non-GOB)			0
			0	Contractor Selection			0
			0	Contractor Selection (Non-GOB)			0
229,432	40,000		269,432	Construction On Going	5/1/2014	5/30/2016	269,432
			0	Construction On Going (Non-GOB)			0
			0	Construction Substantially Complete			0
			0	Construction Substantially Complete (Non-GOB)			0
			0	Other			0
			0	Other (Non-GOB)			0
<b>229,432</b>	<b>40,000</b>	<b>0</b>	<b>269,432</b>	<b>TOTALS</b>			<b>269,432</b>

**\* Other Funding (List sources and amounts)**

Funding Source	Amount
<b>Total</b>	
	<b>0</b>

**Project Narrative/Description**

This project will consist of the following: 1) Remove the existing chain link fence and playground equipment. 2) Install a metal picket fence and new playground equipment with federally mandated safety surfacing. Park located at 386 NE 169TH ST-North Miami Beach.

**GOB Total Funding Allocation Narrative/Description**

This project will consist of the following: 1) Remove the existing chain link fence and playground equipment. 2) Install a metal picket fence and new playground equipment with federally mandated safety surfacing. This BBC GOB allocation is fully subject to and contingent upon the availability of BBC GOB Program proceeds and the satisfaction of the Conditions Precedent to Funding.

**GOB 2013 - 2014 Funding Allocation Narrative/Description**

This project will consist of the following: 1) Remove the existing chain link fence and playground equipment. 2) Install a metal picket fence and new playground equipment with federally mandated safety surfacing.

\*\*For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section 1, A2e of the Building Better Communities Bond Program (GOB) Administrative Rules.





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

## MEMORANDUM

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Rasha Cameau, CRA Coordinator  
**DATE:** Tuesday, April 7, 2015

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**RE:** Resolution No. R2015-28 (Rasha Cameau, CRA Coordinator)

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**BACKGROUND  
ANALYSIS:**

The Miami Dade County Office of Budget and Management has informed staff that the County TIF contribution will be less than originally budgeted. After reconciling the FY2012 Tax Adjustments, the County contribution is \$194,472 instead of the previously budgeted amount of \$275,311. In addition, reconciling the FY13-14 expenses show an increase in the previously budgeted carry-over from \$578,759 to \$681,027.

Staff is presenting an Amended Budget for FY14-15 which will reflect the following changes:

1. Revenue:

- Decrease of County TIF from \$275,311 to \$194,472
- Increase of Carry Over from \$578,759 to \$681,027

2. Expenses:

- Adding \$600 in Administrative Costs for Cell Phone Allowance
- Decrease in County 5% Admin fee from \$4,130 to \$2,917
- Adding a Line Item of Grants Encumbered at the end of FY13-14 but not yet reimbursed.
- Decrease of Hanford Renovations from \$45,000 to \$28,452

- Decrease of West Dixie Feasibility Study and Beautification from 424,900 to \$388,490.

**RECOMMENDATION:** Resolution Approval is Recommended

**FISCAL/BUDGETARY IMPACT:** The budget amendment will not affect CRA services, however, refer to the above paragraph for more detailed financial changes.

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**ATTACHMENTS:**

- ▢ [Resolution No. 2015-28](#)
- ▢ [Exhibit A](#)

**RESOLUTION NO. 2015-28**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY FISCAL YEAR 2014-2015 AMENDED BUDGET; AUTHORIZING THE CITY MANAGER TO TRANSMIT THE CRA FISCAL YEAR 2014-2015 AMENDED BUDGET TO MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE CRA FISCAL YEAR 2014-2015 AMENDED BUDGET WITH MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Agreement between the North Miami Beach Community Redevelopment Agency (the “CRA”), the City of North Miami Beach (the “City”) and Miami-Dade County (the “County”) requires, among other things, the CRA to annually adopt and transmit a budget and annual report to the City and County for review and approval by the City Council and Board of County Commissioners (the “BCC”), respectively; and

**WHEREAS**, the Fiscal Year 2014-2015 CRA Budget was previously approved by the CRA and the City; and

**WHEREAS**, the CRA desires to amend the Fiscal Year 2014-2015 CRA Budget in certain respects; and

**WHEREAS**, CRA Policy Resolution No. 2015-1 and the amended Fiscal Year 2014-2015 CRA Budget is attached hereto as Exhibit “A” (the “Fiscal Year 2014-2015 Amended CRA Budget”); and

**RESOLUTION NO. R2015-28**

**WHEREAS**, the CRA previously approved the Fiscal Year 2014-2015 Amended CRA Budget; and

**WHEREAS**, the City Council desires to approve the Fiscal Year 2014-2015 Amended CRA Budget.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Miami Beach, Florida:

**Section 1.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2.** The CRA Fiscal Year 2014-2015 Amended Budget attached hereto as Exhibit “A” is hereby approved and adopted.

**Section 3.** The City Manager is hereby authorized to transmit the CRA Fiscal Year 2014-2015 Amended Budget to the County for review and approval.

**Section 4.** The City Manager is hereby authorized to take all action necessary to complete the approval process for the CRA Fiscal Year 2014-2015 Amended Budget with the County.

**Section 5.** This resolution shall take effect immediately upon approval.

**APPROVED AND ADOPTED** by the City Council of the City of North Miami Beach, Florida at the regular meeting assembled this \_\_\_\_\_ day of April, 2015.

ATTEST:

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PAMELA L. LATIMORE  
CITY CLERK

---

GEORGE VALLEJO  
MAYOR

APPROVED AS TO FORM,  
LANGUAGE AND FOR  
EXECUTION

---

JOSE SMITH  
CITY ATTORNEY

Sponsored by: Mayor and Council

**CRA POLICY RESOLUTION NO. 2015-1**

**A RESOLUTION OF THE CHAIRMAN AND BOARD MEMBERS OF THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FISCAL YEAR 2014-2015 AMENDED BUDGET; AUTHORIZING THE EXECUTIVE DIRECTOR TO TRANSMIT THE FISCAL YEAR 2014-2015 AMENDED BUDGET TO THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY; AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO COMPLETE THE APPROVAL PROCESS FOR THE FISCAL YEAR 2014-2015 AMENDED BUDGET WITH THE CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY; AUTHORIZING APPROPRIATION OF CARRY FORWARD REVENUES AND INTEREST FROM FISCAL YEAR 2013-14 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 7, 2005, the Miami-Dade Board of County Commissioners adopted Resolution R-611-05 approving the Interlocal Cooperation Agreement (“Agreement”) among Miami-Dade County (“County”), the City of North Miami Beach (“City”), and the North Miami Beach Community Redevelopment Agency (“CRA”); and

**WHEREAS**, the Agreement requires that the CRA approve and adopt an annual budget, and transmit its annual budget to the City for approval prior to transmitting said budget to the County for approval; and

**WHEREAS**, the Fiscal Year 2014-2015 CRA Budget was previously approved by the CRA, the City and the County; and

**WHEREAS**, the CRA desires to amend the Fiscal Year 2014-2015 CRA Budget in certain respects; and

**WHEREAS**, the amended Fiscal Year 2014-2015 CRA Budget is attached hereto as Exhibit “A” (the “Fiscal Year 2014-2015 Amended CRA Budget”); and

**WHEREAS**, the CRA Board desires to approve the Fiscal Year 2014-2015 Amended CRA Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD MEMBERS OF THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY:

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Approval and Adoption of Amended Budget.** The Fiscal Year 2014-2015 Amended CRA Budget attached hereto as Exhibit "A" is hereby approved and adopted.

**Section 3. Transmittal of Budget.** The CRA Executive Director is hereby authorized to transmit the Fiscal Year 2014-2015 Amended CRA Budget to the City and the County for review and approval.

**Section 4. Authority of Executive Director.** The CRA Executive Director is hereby authorized to take all action necessary to complete the approval process for the Fiscal Year 2014-2015 Amended CRA Budget with the City and the County.


**Section 5. Carry Forward.** All revenues and interest carried forward from Fiscal Year 2013-14 shall be appropriated according to established guidelines and applicable law.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by a 6-0 vote of the Board of the North Miami Beach Community Redevelopment Agency, this 26<sup>th</sup> day of February, 2015.

ATTEST:

NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY

  
CITY CLERK

  
GEORGE VALLEJO, CHAIRMAN

APPROVED AS TO FORM:



GRAY ROBINSON, P.A.  
CRA ATTORNEY

SPONSORED BY: ADMINISTRATION

Moved by: Commissioner Martell

Seconded by: Commissioner Pierre

Vote:

Chairman George Vallejo  
Board Member Anthony F. DeFillipo  
Board Member Barbara Kramer  
Board Member Marlen Martell  
Board Member Frantz Pierre  
Board Member Phyllis S. Smith  
Board Member Beth E. Spiegel

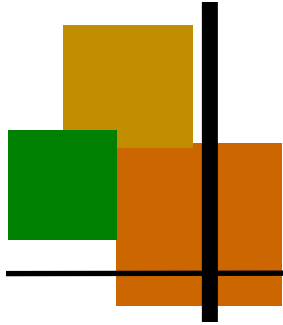
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**City of North Miami Beach**  
**Community Redevelopment Agency FY 2014-2015 Budget**  
**Exhibit "A"**

(FY 14-15 begins October 1, 2014)

	FY12-13 Actual Budget	FY 13-14 Adopted Budget	FY13-14 Actual Budget	FY14-15 Approved Budget	FY 14-15 Proposed Amend Budget
<b>Revenues</b>					
City Tax Increment Revenue	366,833	222,266	222,266	343,597	343,597
County Tax Increment Revenue	183,310	202,346	202,346	275,311	194,472
<b>Additional City Funding</b>					
County Carryover					
Carryover from prior year (cash & equiv.)	5,517,000	4,679,589	4,602,228	578,759	681,027
Loan Proceeds					
Interest earnings	253	35,300	10,169	10,000	10,000
<b>Revenue Total</b>	<b>6,067,396</b>	<b>5,139,501</b>	<b>5,037,009</b>	<b>1,207,667</b>	<b>1,229,096</b>
<b>Expenditures</b>					
<b>Administrative Expenditures:</b>					
Employee salary and fringe	31,606	17,164	13,190	16,875	16,875
Audits	3,150	3,150	3,150	3,150	3,150
Advertising and notices	293	1,000	293	700	700
Travel	172	1,000	952	1,000	1,000
Office equipment and furniture		0	0	0	0
Other Admin. Exps (attach list)	4,750	8,614	8,835	12,916	13,516
<b>(A) Subtotal Admin Expenses, %</b>	<b>39,971</b>	<b>30,928</b>	<b>26,420</b>	<b>34,641</b>	<b>35,241</b>
Reimbursement of City Advances					
County Administrative Charge at 1.5%	2,750	3,035	3,035	4,130	2,917
<b>(B) Subtotl Adm Exp</b>	<b>42,721</b>	<b>33,963</b>	<b>29,455</b>	<b>38,771</b>	<b>38,158</b>
<b>Operating Expenditures:</b>					
Employee salary and fringe	94,817	51,491	39,569	50,625	50,625
Contractual services	25,875	45,000	80,000	60,000	60,000
Printing and publishing	2,000	5,000	5,000	5,000	5,000
Marketing	5,000	3,000	10,193	10,000	10,000
Special events	12,000	0	0	0	0
Legal services/court costs	15,000	21,500	21,500	21,500	21,500
Redevelopment & Infrastructure	-	2,561,259	489,847	0	0
Public Safety	185,843	0	0		
Capital Projects- Encumbered					75,000
Capital Projects - Grants	11,000	130,000	130,000	130,000	130,000
Hanford Blvd Renovations	0	0	0	45,000	28,452
Sewer 163rd St & NE 21st Ave			214,885	214,885	214,885
W Dixie Hwy feasibility and beautification				424,900	388,490
NMB Blvd Maintenance	70,000	0	0	0	0
Debt service payments (capital imp.)	209,867	206,670	206,670	206,986	206,986
Debt service payments (property)	369,380	365,402	178,298		
Other Oper. Expenses (attach list)			3,392		
Repayment of Loan Proceeds (2007)			3,628,200		
<b>(C) Subtotal Oper. Expenses</b>	<b>1,000,782</b>	<b>3,389,322</b>	<b>5,007,554</b>	<b>1,168,896</b>	<b>1,190,938</b>
<b>(D) Reserve/Contingency</b>	<b>4,679,589</b>	<b>1,716,216</b>			
<b>Expenditure Total (B+C+D)</b>	<b>5,723,092</b>	<b>5,139,501</b>	<b>5,037,009</b>	<b>1,207,667</b>	<b>1,229,096</b>
<b>Cash Position (Rev-Exp)</b>					
	FY12-13	FY13-14	FY13-14	FY 14-15	FY14-15
	Actual	Adopted	Actual	Approved	Proposed Amend
<b>Projects:</b>	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
Redevelopment & Infrastructure	5,000,000	4,277,475			
Capital Projects	11,000	130,000			
SR 826 Beautification			153,300		
Sewer NE 163rd & NE 21st Ave			214,885	214,885	214,885
Hanford Blvd Renovations	0			45,000	28,452
W. Dixie Hwy Improvments				424,900	388,490
NMB Blvd Maintenance	70,000	0	0	0	0
<b>Total project dollars:</b>	<b>5,081,000</b>	<b>4,407,475</b>	<b>368,185</b>	<b>684,785</b>	<b>631,827</b>
<b>Year End Carry Over</b>	<b>4,679,589</b>	<b>4,602,228</b>	<b>681,027</b>		



# CITY OF NORTH MIAMI BEACH

## COMMUNITY REDEVELOPMENT AGENCY



### FISCAL YEAR 2014-2015 AMENDED BUDGET



## **CITY OF NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY**

The North Miami Beach Community Redevelopment Agency was created in 2005. A Tax-increment revenue funding mechanism was established to include both the City of North Miami Beach and Miami-Dade County. Additionally, the CRA initiated and received required approval from Miami-Dade County (R-1427-06, Dec. 19, 2006) for the issuance of two lines of credit totaling \$8 million. One note, \$3,000,000 for infrastructure improvements and reconstruction of streets within the CRA. The \$5,000,000 was to be used to acquire property for a future Transit Oriented Development (TOD) in a public/private partnership with Miami Dade Transit (MDT). The project was not accomplished and as a result the CRA requested the funds be used for much needed infrastructure improvements and acquisition of commercial property for redevelopment. In April 2012, the Board of County Commissioners (BCC) approved the use of revenues from the line of credit for infrastructure improvements (\$4,000,000) and land purchase (\$1,000,000). In 2014, the CRA repaid the remaining loan proceeds of \$3,672,500 from the 2007 line of credit.

### **NMBCRA FY 2013-2014 ACCOMPLISHMENTS**

This past year, CRA staff and Redevelopment Management Associates accomplished the following:

- Completed the 2014 North Miami Beach CRA Implementation Plan.
- Inventoried and mapped development sites for sale or joint ventures within the CRA.
- Continued coordination with South Florida Regional Transportation Authority (SFRTA) relative to the location of a train station along the Florida East Coast Railway (FEC) future commuter rail line.
- Continued publication of a monthly CRA newsletter.
- Awarded and completed three Façade Improvement Grants.
- Worked with Community Development Department to facilitate land use and zoning changes along West Dixie Highway, 19<sup>th</sup> Avenue and Fulford City Center (FCC).
- Completed streetscape improvements along SR826/NE 163<sup>rd</sup> Street, from Biscayne Boulevard to NE 18<sup>th</sup> Avenue.
- Stabilized CRA finances through, repayment of the remaining loan proceeds of \$3,672,500 from the \$5,000,000 line of credit issued in 2007.
- Rescinded the Acquisition and Capital Improvement Grant Program.
- Conducted a broker event entitled NMB Now, to promote development opportunities within the NMB CRA.
- Contracted with Redevelopment Management Associates, LLC to provide Administration of the CRA, marketing and special events and public private partnership support.
- Finalized an Agreement with Miami Dade County to install sanitary sewer within select areas of the CRA.

**NMBCRA 2014-2015 REVENUE**

**NMBCRA FY 2014-2015 Revenues**

Tax increment revenue in FY 2014-2015 for the NMBCRA will total \$538,069. The sources of revenue for FY 2014-2015 include tax increment revenue payments from the City of North Miami Beach of \$343,597 and Miami-Dade County of \$194,472 respectively and a carryover from FY 2013-2014 of \$ 681,027 plus \$ 10,000 projected interest on investments.

**Tax Increment Revenue Payments**

	<i>(FY 13-14)</i>	<i>(FY 14-15)</i>
TIF City Contribution	\$ 222,266	\$ 343,597
TIF County Contribution	\$ 202,346	\$ 194,472
Carryover	\$4,602,228	\$ 681,027
Projected Interest on Investments	\$ 10,169	\$ 10,000
<b>Total Revenues:</b>	<b>\$5,037,009</b>	<b>\$1,229,096</b>

\*The FY 2014/2015 reflects the repayment of loan proceeds of \$3,672,500 reducing the amount of Carryover.

**NMBCRA FY2014-2015 EXPENSES**

Focus of the NMB CRA for the Fiscal Year 2014/2015 will be on the following objectives:

- Update the NMBCRA Plan and create a 5-year financing plan to be consistent with strategic priorities and goals, urban design guidelines and future land use and zoning. Zoning Overlays, Comprehensive Plan are expected to be approved by City Council by March 17<sup>th</sup>, 2015
- Amend TIF Rebate Guidelines to incorporate zoning incentives for redevelopment. Proposed Tax Rebate Incentives are proposed as follows:

<b>Incentive Option</b>	<b>Tax Rebate</b>	<b>Requirement</b>
1.	50 Percent	Properties that contribute to Mixed Used/Town Center Public Infrastructure and Streetscape Improvement Fund
2.	Up to 50 Percent	Properties that obtain LEED Certification of Equivalent Green Certification
3.	25 Percent	Properties that contribute to the Public Open Space Fund
4.	25 Percent	Properties that provide public parking
5.	25 Percent	Properties that provide public art
6.	15 Percent	Properties that provide green roofs
7.	10 Percent	Properties that develop and maintain in perpetuity new dedicated public open spaced a minimum of 4,800 sq. ft.

- Continue assisting existing and new businesses through the CRA’s existing Façade and Commercial Improvement Programs creating target areas in conjunction with development and where visual impact can be made. Additionally, create other incentive programs to assist businesses in connection to sanitary sewer
- Complete Miami-Dade County sewer extension project along 163<sup>rd</sup> Street and NE 21<sup>st</sup> Avenue
- Conduct a feasibility analysis of West Dixie Highway streetscape improvements
- Complete a capital improvements and facilities Master Plan for the targeted CRA sub areas of Hanford Boulevard, West Dixie Highway and 19<sup>th</sup> Avenue
- Implement a marketing and special events program

**ADMINISTRATIVE EXPENSES**

**1. Employee Salary and Fringe (\$ 16,875)**

25% Administrative personnel costs charges to the CRA for CRA Coordinator

**Total for Salary/Fringe:** **\$ 16,875**

**2. Annual Audit (\$ 3,150)**

The CRA is audited as a part of the City of North Miami Beach’s annual audit (CAFR) and, as with all funds, pays its pro-rata share of the cost of the audit.

**3. Advertising and Notices (\$ 700)**

Legal Notices placed for CRA Workshops / Budget Meetings.

**4. Travel (\$ 1,000)**

Travel for conventions / seminars and developer meetings.

**5. Other Administrative Expenses (\$ 13,516)**

Overhead expenses include but are not limited to operating supplies, bank fees, postage, professional organization membership dues, cell phone, subscriptions to publications, and maintenance agreements. Specifically this amount includes professional memberships for Urban Land Institute, Florida Redevelopment Agency, International Downtown Association subscriptions and publications for South Florida Business Journal.

**6. County Administrative Charge (\$ 2,917)**

Required County Fee @ 1.5% of County’s tax increment contribution.

**Total Administrative Expenses including salary/fringe** **\$ 38,158**

## **OPERATING EXPENSES**

### **1. Employee Salary and Fringe (\$ 50,625)**

75% of Coordinator's salaries and fringes

### **2. Contractual Services/Economic Development/Branding (\$60,000)**

The Redevelopment Management Associates consultants will continue to assist with, but not limited to, updating the redevelopment plan, negotiating public/private partnerships and the West Dixie Highway feasibility study.

### **3. Printing and Publishing (\$ 5,000)**

Covers the cost of producing agendas / annual reports and other documents required by the CRA Board, the Redevelopment Advisory Board and the Economic Development Commission Board. Also included are developer recruitment packages, welcome packages including annual public information and other documents needed to provide economic overview of the City & CRA.

### **4. Marketing (\$10,000)**

Through promotional activities, the CRA will promote its services and activities to new businesses and developers interested in doing business and applying for existing programs and incentives.

### **5. Legal Services Costs (\$ 21,500)**

Outside (non-City) legal assistance for development agreements/legal issues and attendance at CRA Board & Redevelopment Advisory Board Meetings. The law firm shall provide continuous services as General Counsel and additional services consisting of representation of the CRA, counseling, giving legal advice, formulating legal strategy, and acting as legal counsel with respect to the governance and operations of the CRA. "Legal services" shall include review of contracts and agreements, and the rendering of legal opinions as requested by the CRA or members of its governing board.

A Recorder is contracted to transcribe meeting minutes.

### **6. Property Improvement Grant Program (\$75,000)**

Commercial Improvement Grant funds encumbered for projects that were not completed by FY13-14.

### **7. Property Improvement Grant Program (\$130,000)**

**Commercial Façade Improvement and Commercial Improvement Programs**

Through the Façade Improvement & Commercial Improvement Grant Programs, the NMBBCRA will target properties on – West Dixie Highway between NE 163<sup>rd</sup> Street & 172<sup>nd</sup> Street to enhance their visibility, attract new business and new development for that area. The grant will pay for 50% of the total cost of an approved project up to a maximum cost of \$25,000. All improvements must be in compliance with any and all applicable codes, design standards, and all other restrictions of the City of North Miami Beach. Every project must be approved by the CRA, and is subject to fund availability.

**8. Debt Service (\$206,986)**

The repayment of borrowed funds for one (1) \$3,000,000 tax exempt loan drawn down in 2007. The loan will expire on 2/1/2027.

**Total Operating:** **\$ 559,061**

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**9. Capital and Infrastructure Improvements (\$684,786)**

The following is recognized as ongoing and potential future infrastructure improvements within the CRA District:

- Miami Dade County sewer extension project along 163<sup>rd</sup> Street and NE 21<sup>st</sup> Avenue \$ 214,885
- Renovations to Hanford Boulevard including new and additional landscaping, pressure cleaning and repairs \$ 28,452
- Feasibility analysis of West Dixie Highway, facilities Master Plan and improvements for the targeted CRA sub areas of Hanford Boulevard, West Dixie Highway and 19<sup>th</sup> Avenue \$ 388,490

**Total Capital:** **\$ 631,827**

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	<i>(FY 13-14)</i>	<i>(FY 14-15)</i>
Total Administrative Expenses:	\$ 33,963	\$ 38,158
Total Operating Expenses:	\$ 3,389,322	\$ 559,061
Capital Improvement	\$ 1,716,216	\$ 631,827
Total CRA Budget:	\$ 5,037,009	\$1,229,096



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

**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Jose Smith, City Attorney  
**DATE:** Tuesday, April 7, 2015

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**RE:** Resolution No. R2015-29 (Jose Smith, City Attorney)

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**BACKGROUND ANALYSIS:** A Resolution approving an agreement to settle the existing lawsuit as well as any and all potential claims that could have been brought by Ms. Darcee Siegel.

**RECOMMENDATION:** Approval is recommended.

**FISCAL/BUDGETARY IMPACT:**

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**ATTACHMENTS:**

- ☐ [Resolution 2015-29](#)
- ☐ [Exhibit A to Resolution R2015-29](#)



**RESOLUTION NO. R2015-29**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT RESOLVING LITIGATION STYLED SIEGEL v. CITY OF NORTH MIAMI BEACH, CASE NO. 14-019426 CA 01, ELEVENTH JUDICIAL CIRCUIT, MIAMI-DADE COUNTY, FLORIDA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS.**

**WHEREAS**, SIEGEL was employed by the City as an Assistant City Attorney from May 1992 through January 2009, and thereafter as City Attorney until her termination in February 18, 2014; and

**WHEREAS**, on July 25, 2014, SIEGEL filed the lawsuit styled *Siegel v. City of North Miami Beach*, Case No. 14-019426 CA 01 (25) in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; and

**WHEREAS**, the parties acknowledge and agree that this settlement is the compromise of a disputed claim, and that the settlement payment is not to be construed as an admission of liability on the part of the City, by whom liability is expressly denied; and

**WHEREAS**, the parties reached a tentative agreement at mediation on October 28, 2014; and

**WHEREAS**, the City Council considered and eventually approved the Settlement Agreement during an Executive Session held on November 18, 2014; and

**WHEREAS**, the parties desire to amicably resolve their differences and avoid the expense and uncertainty of further litigation, as well as any and all matters, controversies, claims (known and unknown) between the parties; and

**WHEREAS**, the parties' negotiated settlement proposal was approved by the City Council at the Executive Session held November 18, 2014; and

**RESOLUTION NO. R2015-29**

**WHEREAS**, the City Council hereby determines that it is in the best interests of the City and in furtherance of the duties and responsibilities of the City Council to approve and authorize (a) payment of a total \$115,000 to Ms. Siegel to settle the existing lawsuit as well as any and all potential claims that could have been brought by Ms. Siegel up through the date of the Verified Settlement and General Release Agreement, a copy of which is attached hereto as “Exhibit A”; and (b) execution of all documents necessary and appropriate to accomplish settlement of the lawsuit by the City Manager, said documents to be approved as to form by the City Attorney prior to execution.

**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, and are fully incorporated by reference into this resolution as findings.

**Section 2.** **Approval of Settlement Agreement.** The Mayor and City Council of the City of North Miami Beach, Florida, hereby approve the Verified Settlement and General Release Agreement between Darcee Siegel and the City in the form attached hereto as “Exhibit A.” The parties have agreed to bear their respective legal fees and costs, as confirmed by counsel for Ms. Siegel on April 1, 2015, with the exception that the City will bear the costs of the mediation that occurred on October 28, 2014.

**Section 3.** **Authority of the City Manager.** The Mayor and City Council of the City of North Miami Beach, Florida hereby authorize the City Manager to execute and deliver the Settlement Agreement and Release of All Claims and take any and all necessary action to implement the settlement agreement.

**Section 4.**    **Effective Date.** This Resolution shall become effective upon adoption.

The Agreement shall be effective upon execution by the City Manager or her designee, but not sooner than April 8, 2015, which is seven (7) calendar days from the date Ms. Siegel executed the Verified Settlement and General Release Agreement on March 31, 2015, to ensure compliance with applicable laws.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Council at the regular meeting assembled this \_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
PAMELA L. LATIMORE  
CITY CLERK

\_\_\_\_\_  
GEORGE VALLEJO  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSE SMITH  
CITY ATTORNEY

Sponsored By: Mayor and Council

# **EXHIBIT A**

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA  
CIRCUIT CIVIL DIVISION**

DARCEE S. SIEGEL,

Plaintiff,

CASE NO. 2014- 019426 CA (25)

vs.

CITY OF NORTH MIAMI BEACH, FLORIDA  
(a political subdivision of the State of Florida)

Defendant.

---

**VERIFIED SETTLEMENT AND GENERAL RELEASE AGREEMENT**

This Verified Settlement and General Release Agreement (hereinafter, "Agreement") is entered into between DARCEE S. SIEGEL (hereinafter, "RELEASOR" or "Siegel") and the CITY OF NORTH MIAMI BEACH (hereinafter "the City"), which expressly includes any other person, firm or corporation vicariously charged or chargeable with responsibility or liability, their agents, former and current employees, former and current councilpersons, officials (in the official as well as individual capacities), attorneys, successors, insurers, heirs, representatives and assigns (the "RELEASEES").

**WHEREAS**, SIEGEL was employed by the City as an Assistant City Attorney from May 1992 through January 2009, and thereafter as City Attorney until her termination on February 18, 2014; and

**WHEREAS**, on July 25, 2014, SIEGEL filed the lawsuit captioned *Siegel v. City of*

*North Miami Beach*, Case No. 14-019426 CA 01 (25) in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; and

**WHEREAS**, the parties acknowledge and agree that this settlement is the compromise of a disputed claim, and that the settlement payment is not to be construed as an admission of liability on the part of the City, by whom liability is expressly denied; and

**WHEREAS**, on October 28, 2014 during mediation of this action, the parties reached an agreement, which was approved by the City Council during an Executive Session held on November 18, 2014; and

**WHEREAS**, the parties desire to amicably resolve their differences and avoid the expense and uncertainty of legal proceedings for the above-captioned matter, as well as any and all matters, controversies, claims (known and unknown) claim between the parties; and

**NOW, THEREFORE**, in consideration of the releases, covenants, and undertakings contained herein, and for good and valuable consideration, the City and Siegel, intending to be legally bound, do hereby stipulate and agree as follows:

Based on the on the written Stipulation for Settlement (a copy of which is attached and incorporated herein) which was executed by all parties on October 28, 2014, and approved by the City Council during an Executive Session held on November 18, 2014, Defendant shall pay to the Plaintiff, Darcee S. Siegel One Hundred and Fifteen Thousand Dollars (\$115,000.00) and the costs of mediation, as full settlement and compromise of Circuit Court Case No. 2014-019426 CA 01 (25) and releases and discharges any and all claims and causes of actions made in the lawsuit and arising out of the events or incidents referred to in the pleadings of that action. Plaintiff further agrees to fully and forever discharge and release all claims and causes of action, whether known or unknown which Plaintiff has against any and all

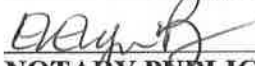
Further, the parties have agreed to bear their respective legal fees and costs, as confirmed by counsel for Ms. Siegel on April 1, 2015, except that the City will bear Defendants in the action. the costs of the mediation that occurred on October 28, 2014. \_\_\_\_\_

Wherefore the PARTIES intending to be legally bound, executes this Agreement as of the date set forth below.

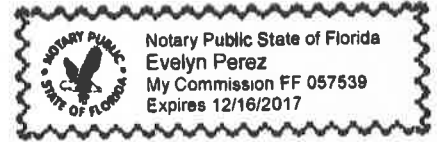
**STATE OF FLORIDA)** A

**SS: COUNTY OF MIAMI-DADE)**

**I HEREBY CERTIFY** that on this 31<sup>ST</sup> day of March 2015 before me an Officer duly authorized in the State of Florida, and in the County aforesaid; Darcee Siegel who is  personally known to me or \_\_\_\_\_ has produced a Florida Driver's License, appeared before me and executed this Release Document.

  
\_\_\_\_\_  
**NOTARY PUBLIC**  
Expires: 12/16/2017

**My Commission**



**PLAINTIFF: DARCEE SIEGEL**

  
\_\_\_\_\_

Date: March 31, 2015

**DEFENDANT: CITY OF NORTH MIAMI BEACH**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNSEL FOR PLAINTIFF**

By:   
\_\_\_\_\_ James Casey, Esquire

Date: 3/31/15

**COUNSEL FOR DEFENDANT:**

By: \_\_\_\_\_  
Jose Smith, City Attorney

Date: \_\_\_\_\_

In the Eleventh Judicial Circuit in and for  
Miami-Dade County, Florida

Case No 2014-019426 CA 01 (25)

Civil Division

DARCEE S. SIEGEL

Plaintiff(s)

vs.

CITY OF NORTH MIAMI BEACH, FLORIDA  
(a political subdivision of the State of Florida)

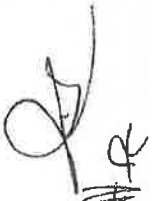
Defendant(s)

---

**STIPULATION FOR SETTLEMENT**

This case having come before Scott J. Silverman, for mediation and the parties having conferred, it is hereby stipulated that this matter is deemed settled pursuant to the following terms and conditions:

1. Subject to City Council's approval at its sole discretion the parties have agreed that the Defendant shall pay to the plaintiff Darcee S. Siegel One Hundred Fifteen Thousand Dollars and 00/100 (\$115,000.00). Plaintiff's attorney James C. Casey has billed a total sum of Thirty Thousand Dollars and 00/100 (\$30,000). The payment of these sums is in full settlement and compromise of this action and in release and discharge of any and all claims and causes of action made in this action, and in release and discharge of any and all claims and causes of action arising out of the events or incidents referred to in the pleadings in this action.





2. Plaintiff(s) agree to accept said sum in full settlement and compromise of the action and agree that such payment shall fully and forever discharge and release all claims and causes of action, whether now known or now unknown, which plaintiff(s) has against any and all of the defendants in that action.

3. Plaintiff(s) further agree to sign, acknowledge and deliver to defendants a standard form of a Release of all such claims and causes of action and to sign and deliver to defendants a standard form of Dismissal with Prejudice of the action.

4. The Mediator represents that he finds the above settlement reasonable and in the best interest of both parties.

5. It is Defendant's intent to place the Agreement on the next available City Council Agenda Executive Session) and if approved the above sums shall be paid within fifteen (15) calendar days, unless a later date is agreed to in writing by the parties.

6. Unless otherwise stated herein, each party will bear its own attorneys' fees and court costs.

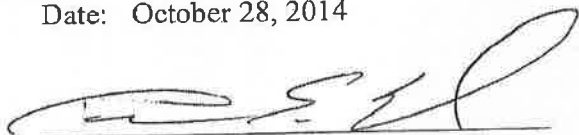
7. Other terms and conditions:

(a) Defendant agrees to cancel the Hearing on its Motion to Dismiss set for November 4, 2014.

(b) Defendant shall pay the costs of mediation.

8. This Stipulation is admissible and subject to disclosure for purposes of enforcing this settlement agreement and the provisions of the confidentiality agreement signed by the parties relative to this mediation are waived with respect to this Stipulation.

Date: October 28, 2014



Plaintiff

---

Defendant



*James C. Gray*  
\_\_\_\_\_  
Plaintiff's Attorney

*[Signature]*  
\_\_\_\_\_  
Defendant's Attorney

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Plaintiff's Attorney

\_\_\_\_\_  
Defendant's Attorney

\_\_\_\_\_  
Plaintiff

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Plaintiff's Attorney

\_\_\_\_\_  
Defendant's Attorney

*[Handwritten marks]*



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

 **Print**

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:**  
**DATE:** Tuesday, April 7, 2015

---

**RE:** Free Spay/Neuter Surgeries for Cats

---

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

- ▣ [Commissioner Heyman's Free Spay/Neuter](#)

**For Immediate Release:**  
 March 24, 2015

**Media Contact: Alexis Moseley**  
 305-787-5999

**COMMISSIONER SALLY HEYMAN AND COMMUNITY LEADERS  
 SPONSOR FREE SPAY/NEUTER SURGERIES FOR CATS**



**(MIAMI, FL)** – In an effort to continue her commitment to control the overpopulation of cats in Miami-Dade County, Commissioner Sally Heyman is sponsoring another free spay/neuter event in District 4. Commissioner Heyman is joined by North Miami Beach Mayor Vallejo and Councilmembers Smith and Spiegel, and North Miami Mayor Joseph and Councilmembers Galvin and Keys along with Miami-Dade County Animal Services Department to offer the **FREE** spay/neuter surgeries for cats on **Sunday, April 12, 2015, at North Miami Beach Marjorie & William McDonald Center located at 17051 NE 19<sup>th</sup> Ave, North Miami Beach. Please call 3-1-1 to make an appointment. All cats must be dropped off at the event at 7:30 a.m.**

“Hosting Spay/Neuter community events makes a great impact on animal overpopulation,” said Commissioner Sally Heyman. “I am delighted North Miami Beach is our 6<sup>th</sup> location.”

This event is open to all residents of Miami-Dade County and to those working on the trap, neuter and release program to facilitate the reduction of community cats.

**Requirements (NO EXCEPTIONS):** Service for Miami-Dade County residents ONLY. Maximum of four (4) appointments per residential address. Proof of current rabies vaccination must be provided for all cats presented, otherwise they will be vaccinated for free. All cats will be sterilized, dewormed and ear-tipped. Veterinarian may decline surgery of any pet due to health reasons. Please call 3-1-1 to schedule an appointment.

**For additional information, please call 305-787-5999.**

**What:** FREE spay/neuter for cats for Miami-Dade residents  
**Appointments necessary, please call 3-1-1.**

**When:** Sunday, April 12, 2015

**Where:** North Miami Beach Marjorie & William McDonald Center (front circle)  
 17051 NE 19<sup>th</sup> Ave  
 North Miami Beach

###

MIAMI-DADE COUNTY COMMISSIONER SALLY A. HEYMAN DISTRICT 4  
 111 NW 1st Street, Suite 220  
 Miami, Florida 33128

The City of North Miami Beach



City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

 **Print**

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:**  
**DATE:** Tuesday, April 7, 2015

---

**RE:** Magical History Tour

---

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

▣ [Magical History Tour Flyer](#)



City of  
North Miami Beach



# Magical History Tour

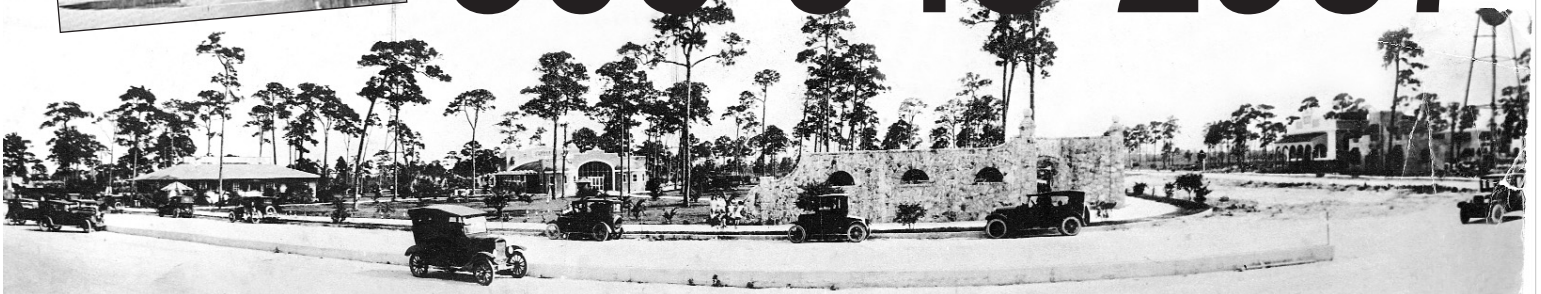
Saturday,  
April 18, 2015  
10 a.m. departure.

Leaving from the NMB Library

*SPACE IS LIMITED*

R.S.V.P. or for more information call

# 305-948-2957





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:** Ana M. Garcia, City Manager  
**VIA:**  
**DATE:** Tuesday, April 7, 2015

---

**RE:** JubanoJazz Benefiting Children's Survival Network

---

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

- ▣ [JubanoJazz Concert](#)
- ▣ [Children's Survival Network](#)

# ¡JubanoJazz! April 26th, 3pm

Julius Littman Performing Arts Theater, North Miami Beach



Special  
Performance  
by **Klezmer  
Company  
Orchestra.**

Maestro Kula and the Klezmer Company Orchestra have graciously consented to present a new musical expression of South Florida's diverse cultural environment. ¡JubanoJazz! is a new experience that fuses traditional klezmer music, Latin Jazz with distinct spicy Caribbean overtones and South American dance rhythms.

This is a grand opportunity for the many cultures of the South Dade community to come together to experience "Their music" and at the same time help Children's Survival Network fight child abuse, that exists in every facet of our community.

Get Your Tickets and Sponsor Now at:

[www.jubanojazzconcert.eventbrite.com](http://www.jubanojazzconcert.eventbrite.com) or call (305) 458-4900



**Presenting Sponsor: \$5,000  
(but we will settle for \$3,500)**

Named as "presented by", above the name of the concert on the cover and back of the program.

Featured prominently in all press releases and printed material (the only one except CSN).

4 VIP tickets and 6 regular tickets; 1/2 price on any additional tickets

**Gold Sponsor: \$1,000**

Full page ad in the program.

Public acknowledgement the day of the event and on some promotional material  
4 VIP tickets and 4 regular tickets; 1/2 price on any additional tickets

**Silver Sponsor: \$500**

1/2 page ad in the program.

Public acknowledgement the day of the event and on some promotional material  
2 VIP tickets and 4 regular tickets; 1/2 price on any additional tickets

**Friend of CSN: \$250**

1/4 page ad in the program.

2 VIP tickets 1/2 price on any additional tickets

Printing sponsored by

**PRESS CONCEPTS**

[www.pressconcepts.com](http://www.pressconcepts.com)



CHILDREN'S SURVIVAL NETWORK

**Help Us Make a difference.**

**Help us make it  
STOP.**

## **Children's Survival Network**

Children's Survival Network is a Florida Nonprofit Corporation and a 501(c)(3) tax exempt organization. Our first goal is to prevent child abuse. To that end, we partner with local communities to provide Child Abuse Prevention programs, and we maintain an ongoing campaign of public awareness. We are also dedicated to developing a comprehensive, professionally maintained residential treatment community for the most damaged and vulnerable children.

We are continuously and diligently working at expanding our network of concerned and motivated individuals dedicated to making the abuse stop. Please be a part of Children's Survival Network. Sponsor, donate, support and volunteer. It takes every concerned individual working together to "make it stop".

For more information visit:  
**[childrensurvivalnetwork.org](http://childrensurvivalnetwork.org)**



The City of North Miami Beach

**NMB**



**Now More Beautiful!**

**City of North Miami Beach**  
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North Miami Beach, FL 33162  
305-947-7581  
[www.citynmb.com](http://www.citynmb.com)

**MEMORANDUM**

**Print**

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:**  
**DATE:** Tuesday, April 7, 2015

---

**RE:** 1st Annual Community Spring Festival

---

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

▣ [Spring Fest Flyer](#)

Farmer's Market, Arts & Crafts and Food & Fun for all! Farmer's Market, Plant Give-a-ways,

Music & Dance, Arts & Crafts and Food & Fun for all! Music & Dance, Arts & Crafts and Food & Fun for all! Music & Dance, Arts & Crafts and Food & Fun for all!

Fun for all! Music & Dance, Arts & Crafts and Food & Fun for all! Music & Dance, Arts & Crafts and Food & Fun for all!



# NMB SPRING FEST

FAMILY  
ACTIVITIES  
ARTISANS BOOTHS  
CULTURAL and  
PERFORMING ARTS  
INTERNATIONAL  
CUISINE

- Enjoy a day full of great activities for all ages
- Find out about the exciting growth and projects in our City
- Learn about going green and environmental awareness

SUNDAY, 17<sup>th</sup>  
MAY  
FROM 1-6 P.M.




ON  
HANFORD BOULEVARD  
(ONE BLOCK NORTH OF 163RD STREET)  
ON 19TH AVENUE

# FREE

FOR MORE INFORMATION PLEASE CALL:  
**305-948-2957**

OR VISIT US AT [WWW.CITYNMB.COM](http://WWW.CITYNMB.COM)

- 
- George Vallejo, Mayor  
Anthony F. DeFillipo, Councilperson  
Barbara Kramer, Councilperson  
Marlen Martell, Councilperson  
Frantz Pierre, Councilperson  
Phyllis S. Smith, Councilperson  
Beth E. Spiegel, Councilperson  
Ana M. Garcia, City Manager  
Jose Smith, City Attorney  
Pamela Latimore, City Clerk

Arts & Crafts and Food & Fun for all! Music & Dance, Farmer's Market, Plant Give-a-ways



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North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com

**MEMORANDUM**

 **Print**

---

**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:**  
**DATE:** Tuesday, April 7, 2015

---

**RE:** Strategic Plan

---

**BACKGROUND  
ANALYSIS:  
RECOMMENDATION:  
FISCAL/BUDGETARY  
IMPACT:**

---

**ATTACHMENTS:**

- [Cover Memo](#)
- [Highlight Page](#)
- [Executive Summary](#)
- [Strategic Plan Memo](#)
- [Action Agenda](#)

**City of North Miami Beach  
Interoffice Memorandum**



---

**City Manager's Office**

**TO:** Honorable Mayor George Vallejo  
Honorable Vice-Mayor Marlen Martell  
Honorable Councilman Anthony F. DeFillipo  
Honorable Councilwoman Barbara Kramer  
Honorable Councilman Frantz Pierre  
Honorable Councilwoman Phyllis S. Smith  
Honorable Councilwoman Beth E. Spiegel

**FROM:**  Ana M. Garcia, City Manager

**DATE:** April 1, 2015

---

**RE: STRATEGIC PLAN**

---

Enclosed please find for your records and your perusal key documents associated with our adopted Strategic Plan. The Strategic Plan has created a Vision and a Mission for our City that serves as a guide as we plan for budget and implement the priorities set forth by the Strategic Plan. We will refer to these documents throughout the year, particularly during the budget process and as we seek opportunities for funding, partnerships and other innovative ways that will benefit our City. The documents you are receiving are;

- 1.) Laminated Strategic Plan Highlight Page
- 2.) Executive Summary
- 3.) Strategic Plan
- 4.) Action Agenda

The Strategic Plan keeps us on Track and prevents us from deviating off course and allows for a better way to set and accomplish goals in a timely manner. Thank you for the time you have devoted to this endeavor.

AG; ep

---

# City of North Miami Beach: Strategic Plan



## VISION

### NORTH MIAMI BEACH

- ...will be a beautiful and safe residential community in South Florida.
- ...will have opportunities for active and healthy living and convenient mobility.
- ...will have a vibrant “Downtown” and thriving major corridors.

## MISSION

**The MISSION of the North Miami Beach City Government is to provide:**

Excellent municipal services in a  
financially responsible and environmentally conscious manner,  
while engaging our residents.

## GOALS

- Financially Sound
- Place to Live: Beautiful, Safe and Livable
- High Performing City Organization Providing Great Customer Services
- Revitalized Downtown and Major Corridors

## **POLICY AGENDA**

### **TOP PRIORITY**

Zoning Overlay

Parks and Recreation Master Plan

Land Use Study

Solid Waste

Annexation Policy and Actions

Charter Review

### **HIGH PRIORITY**

City Branding

Update Comprehensive Plan

Evaluate Code Enforcement Policies and Processes

Water Operations Review/Report

Review Financial Policies

Evaluate Park Maintenance Service Levels

Review Zoning Code

## **MANAGEMENT AGENDA**

### **TOP PRIORITY**

Review Sewer System Capital Improvement Plan

ERP Software and Implementation

Building Department Audit

Complete Water Capital Improvement Plan

Implement Neighborhood Safety/Blue Wave Program

Develop new Police Staffing and Deployment

### **HIGH PRIORITY**

City Organization Review and Report

LED Street Lights Policy and Plan

Flood Management System

Access Littman Theater's Utilization

Evaluate Fleet Operations

# *STRATEGIC PLAN*

## EXECUTIVE SUMMARY



North Miami Beach, Florida

George Vallejo, Mayor

Anthony F. DeFillipo, Councilperson

Barbara Kramer, Councilperson

Marlen Martell, Councilperson

Frantz Pierre, Councilperson

Phyllis S. Smith, Councilperson

Beth E. Spiegel, Councilperson

Ana M. Garcia, City Manager

Jose Smith, City Attorney

Pamela Latimore, City Clerk



Lyle Sumek Associates, Inc.  
9 Flagship Court  
Palm Coast, FL 32137-3373

Phone: (386) 246-6250

Fax: (386) 246-6252

E-mail: [sumekassoc@gmail.com](mailto:sumekassoc@gmail.com)



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<b>Strategic Planning for the City of North Miami Beach</b>	<b>1</b>
<b>North Miami Beach Vision 2029</b>	<b>2</b>
<b>North Miami Beach City Government Mission</b>	<b>7</b>
<b>City of North Miami Beach Plan 2014 – 2019</b>	<b>11</b>
<b>City of North Miami Beach Action Agenda 2014</b>	<b>21</b>

***STRATEGIC FRAMEWORK***

**GOALS 2019**

*“Desired Destination for North Miami Beach”*

**PLAN 2014 – 2019**

*“Map to North Miami Beach’s Destination”*

**EXECUTION**

*“Route for Next Year”*

**MISSION**

*“Responsibilities of North Miami Beach  
City Government”*

**BELIEFS**

*“How North Miami Beach City Government  
Should Operate”*

# **North Miami Beach Vision 2029**

**NORTH MIAMI BEACH 2029**  
is the  
***PREMIER RESIDENTIAL COMMUNITY*** <sup>(1)</sup>  
in South Florida – the  
***MOST BEAUTIFUL*** <sup>(2)</sup>  
and the  
***SAFEST.*** <sup>(3)</sup>

---

---

**NORTH MIAMI BEACH 2029**  
has opportunities for  
***ACTIVE AND HEALTHY LIVING.*** <sup>(4)</sup>  
and ***CONVENIENT MOBILITY.*** <sup>(5)</sup>

---

---

**NORTH MIAMI BEACH 2029**  
has a  
***VIBRANT "DOWNTOWN"*** <sup>(6)</sup>  
and  
**THRIVING MAJOR CORRIDORS.** <sup>(7)</sup>

# Vision 2029

## Guiding Principles

### PRINCIPLE 1

### PREMIER RESIDENTIAL COMMUNITY

#### ► Means

1. Capitalizing on North Miami Beach's great location-convenient access to opportunities in South Florida
2. Affordable City government with reasonable taxes and fees
3. Strong, well maintained City infrastructure including natural gas and sewer system
4. Convenient access to neighborhood retail providing the necessities for daily life
5. Quality housing choices for all stage of life: from young professionals to families with children to seniors
6. Strong community events and festivals with active participation that bring the community together
7. Top quality public and private schools in North Miami Beach
8. City – residents – businesses partnering and working together for the benefit of the whole North Miami Beach community
9. Strong neighborhood associations taking pride and responsibility for their neighborhood
10. Consistent application, standards and code compliance adapted to each neighborhood
11. Residents' passion and enthusiasm for North Miami Beach and optimism about our future

**PRINCIPLE 2**

**MOST BEAUTIFUL**

► **Means**

1. Well designed and maintained neighborhoods and homes
2. Well designed and maintained corridor districts and business buildings
3. Well designed and maintained public buildings and green spaces
4. Trees and green foliage throughout the city
5. Attractive and unique gateway entrance signifying that you are arriving in North Miami Beach
6. Well maintained City streets, sidewalks, etc.
7. Beautiful, clean blueways and waterways
8. Attractive, distinctive lights, signage, street furniture, recycling containers, etc.
9. Residents and property owners upgrading their properties and complying with City codes
10. Art in public places throughout the city

**PRINCIPLE 3**

**SAFEST**

► **Means**

1. Residents and guests feeling safe-at home, in their neighborhoods and throughout the community
2. Low crime rate through a proactive approach, using public education, and preventative activities
3. City public projects and new developments/redevelopment designed with safety in mind
4. Community prepared for a major emergency or disaster response and recovery
5. City Police, Parks, Building and Code Enforcement and Fire Department working in partnership with businesses and residents for a safe community
6. Monitoring cameras in public spaces
7. Safe community for walking and biking
8. Safe City facilities and buildings that are ADA compliant
9. Appropriate businesses that do not contribute to criminal activities
10. Educated residents and businesses taking responsibility to create a safe community

**PRINCIPLE 4**

**ACTIVE AND HEALTHY LIVING**

► **Means**

1. Range of top quality parks: city, regional and state
2. Variety of recreational programs and activities for all
3. Recreational venues and activities along a beautiful and personally inviting Snake Creek
4. Quality athletic and ball fields for tournaments and recreational leagues
5. Active, state of the art Tennis Complex
6. Trails for walking and biking
7. Specialty parks responsive to the changing recreational desires of the community, community garden, skate park
8. Public-private partnerships to expand parks and recreational facilities and opportunities
9. Partnering with Dade County for parks and leisure activities
10. Pool and waterpark/splash pads
11. Top quality Theater with major productions
12. Up to date community centers

**PRINCIPLE 5**

**CONVENIENT MOBILITY**

► **Means**

1. Unique public transportation with attractive stations serving the North Miami Beach community
2. Ample parking at strategic locations
3. Electric vehicle charging stations throughout the community
4. Walkable neighborhoods linked to neighborhood retail destinations
5. Beautiful travel routes – a pleasant visual environment
6. Bike friendly with the availability of bike rentals
7. Attractive traffic circles facilitating traffic flow
8. Availability of alternative transportation modes, including mopeds, zip car, etc.

**PRINCIPLE 6**

**VIBRANT “DOWNTOWN” \***

\* Boundary: FEC 163<sup>rd</sup> 171<sup>st</sup> Library

► **Means**

1. A "Destination" for residents and drawing visitors
2. Pedestrian friendly and walkable
3. Variety of restaurants including opportunities for outdoor dining
4. Mixed use developments with live-work spaces and townhomes
5. Active during the day and in the evenings
6. Greater density with flexible City standards and regulations
7. Adequate City infrastructure in urban areas
8. Expanded university presence in Downtown
9. Wireless hot spot
10. Convenient parking

**PRINCIPLE 7**

**THRIVING MAJOR CORRIDORS: 163rd;  
DIXIE HIGHWAY, BISCAYNE BOULEVARD**

► **Means**

1. Attractive gateway signs signifying the entrance to North Miami Beach - defining our boundaries
2. Well maintained, attractive streetscapes and decorative modern lighting
3. Mixed use developments blending retail and residential opportunities
4. Annexed corridors with City control, consistent and attractive developments
5. Wayfinding signage guiding residents and visitors
6. Visual consistency on all major corridors
7. Medical and Healthcare District around Jackson Hospital
8. "Funky" village with unique residential opportunities, entertainment venues with late hours and attractive for artists (in the industrial area) (Boundary: 151<sup>st</sup> – Dixie Highway – 159<sup>th</sup> – FEC)
9. 163rd/Biscayne Intersection corporate center with high density, business hotel(s), top quality professional offices, upscale residential opportunities
10. Convenient access top parking

# **North Miami Beach City Government Mission**

**The MISSION of the North Miami Beach  
City Government**

is to provide

***EXCELLENT MUNICIPAL SERVICES*** <sup>(A)</sup>

in a

***FINANCIALLY RESPONSIBLE*** <sup>(B)</sup>

and

***ENVIRONMENTALLY CONSCIOUS*** <sup>(C)</sup>

manner, while

***ENGAGING OUR RESIDENTS*** <sup>(D)</sup>



# North Miami Beach City Government Mission Guiding Principles

## PRINCIPLE A

## EXCELLENT MUNICIPAL SERVICES

### ► Means

1. Providing municipal services that are responsive to the North Miami Beach community
2. Defining core municipal services and establishing service priorities.
3. Hiring, retaining a top quality City workforce dedicated to serving the North Miami Beach community
4. Identifying and evaluating "best practices" and applying when appropriate to the City
5. Providing well designed and well maintained City infrastructure and facilities that result in reliable City services and easy access for City customers
6. Developing and using outcome based performance metrics/benchmarks for measuring City services and performance
7. Cross training City employees to maximize productivity
8. Developing a pool of professional resources to support City services

**PRINCIPLE B**

**FINANCIALLY RESPONSIBLE**

► **Means**

1. Providing adequate resources to support defined services and levels of services
2. Having a responsible tax and fee rates
3. Delivering City services in the most cost effective, efficient manner
4. Leveraging City resources through grants and other outside revenue sources
5. Using debt on strategic projects that have a return to the City or contribute to expanding the local economy or tax base
6. Exploring ways to reduce the cost of service delivery through contracting with other governments or businesses, or using well-trained volunteers
7. Maintaining competitive compensation for City employees based upon the market
8. Developing and using long range financial plan and processes based upon projected revenues and expenditures

**PRINCIPLE C**

**ENVIRONMENTALLY CONSCIOUS**

► **Means**

1. Increasing energy efficiencies and the use of renewable resources
2. Educating and promoting reuse and recycling
3. Align City codes and incentives with "Green" building codes
4. Having "energy efficient" fleet
5. Educating and promoting water conservation
6. Reducing the City's carbon footprint

**PRINCIPLE D**

**ENGAGING OUR RESIDENTS**

► **Means**

1. Providing timely information to the community using effective methods of communications
2. Developing and using City boards and commissions, task forces and committees
3. Using neighborhood and "town hall" meetings to share information and to listen to input/feedback
4. Maintaining a City presence in the community including participation and leadership in community organizations
5. Using community surveys and other techniques for feedback on city services, programs and activities
6. Listening to the entire community
7. Educating the community on emergency preparedness, response and recovery and their responsibilities
8. Seeking and using community volunteers in the City
9. Using multiple languages in City communications and signage

# **City of North Miami Beach Goals 2019**

**Financially Sound City Government**



**The Place to Live: Beautiful, Safe and Livable**



**High Performing City Organization  
Providing Great Customer Services**



**Revitalized Downtown and Major Corridors**

<b>GOAL 1</b>	<b>FINANCIALLY SOUND CITY GOVERNMENT</b>
---------------	--

► **Objectives**

1. Reasonable taxes and fees that are affordable for residents
2. Affordable retirement system and employee compensation
3. Adequate resources to support defined City services and levels of service while building reserves
4. City investing in well planned, well maintained and upgraded City infrastructure, technology, facilities and buildings
5. Effective financial planning and reporting systems
6. City services delivered in the most cost effective manner

► **Short Term Challenges and Opportunities**

1. Funding City operations and capital projects for “Excellent Municipal Services”
2. Funding for pensions and the expectations of City employees
3. Prioritizing City services and capital projects
4. Changing the City service delivery mechanisms and openness to change
5. Funding and staff resources to upgrade City information technology
6. Changing outdated policies, procedures and practices to be efficient and legally responsible
7. Openness to outsourcing City services
8. Upgrading financial and budgeting systems
9. City staffing efficiency in departments
10. Retaining and hiring a top quality City workforces dedicated to providing “Great Customer Service” to the community

► **Actions 2014**

**PRIORITY**

*Action Agenda*

- 1.1 Solid Waste Contract: Direction
- 1.2 Water Operations Review/Report: Direction
- 1.3 Financial Policies: Review/Update
- 1.4 Community Events: Review, Evaluation, Direction
- 1.5 Employee Compensation and Benefits Policy: Phase 1 and Phase 2

Top Priority

High Priority

High Priority

*Management Initiatives*

- 1.6 Sewer System Capital Improvement Plan: Review
- 1.7 Water Capital Improvement Plan: Review
- 1.8 LED Street Lights Policy and Plan

Top Priority

Top Priority

High Priority

*Management in Progress*

- 1.9 CRA \$5 Million Debt Restructuring
- 1.10 Employee Negotiations and Contract
  - A. AFSCME (Wage Reopener FY15)
  - B. IUPA (Negotiation)
- 1.11 Grants and Funding Sources Report
- 1.12 Comprehensive Budget Process: Review
- 1.13 Storm Water Billing Corrections  
(based on Equivalent Runoff Units (ERU Audit))
- 1.14 Pension Reform: Law Suit

<b>GOAL 2</b>	<b>THE PLACE TO LIVE: BEAUTIFUL, SAFE AND LIVABLE</b>
---------------	---

- Objectives**
1. Top quality schools with a high graduation rate and graduates prepared to enter the workforce or go to college
  2. Lower crime rate and the reputation that the City is tough/ no tolerance on crime and criminal activities
  3. Attractive, beautiful streetscapes, waterways and landscaping throughout the City
  4. Upgraded City parks and leisure facilities serving the community's needs
  5. Police working with the community to create a safe community for all
  6. Buildings and homes meeting City codes and ordinances

- Short Term Challenges and Opportunities**
1. Dealing with the County adjacent properties, making more beautiful
  2. Addressing public owned properties: front yards, alleys and lots
  3. Addressing “grandfathered” variances and land uses in conflict with City goals and plans
  4. Conflicting personal property rights and community benefits
  5. Aging buildings and homes needing major repairs, renovation or replacement
  6. Working with property owners who are not maintaining their buildings and homes
  7. Defining and funding the City role and participation in redevelopment
  8. Addressing foreclosed and unmaintained properties

<b>► Actions 2014</b>	<b>PRIORITY</b>
<i>Action Agenda</i>	
2.1 Parks and Recreation Master Plan: Development	Top Priority
2.2 Land Use Study	Top Priority
A. Intra Coastal North Area	
B. Highland Village	
2.3 Annexation Policy and Actions: Enclaves, North, South	Top Priority
2.4 Comprehensive Plan: Update	High Priority

► **Actions 2014 (Continued)**

- 2.5 Code Enforcement Policies and Processes: Evaluation, Report
- 2.6 Zoning Code: Comprehensive Review/Revision
- 2.7 City Landscape Master Plan: Development
- 2.8 Citywide Video Monitoring System: Direction, Funding
- 2.9 Public Owned Land: Direction
  - A. Sunray ROW Abandonment
  - B. Citywide
- 2.10 Development Policies and Standards: Refinement

**PRIORITY**

High Priority

High Priority

*Management Initiatives*

- 2.11 Neighborhood Safety/Blue Wave Program: Community Policing and Crime Prevention
- 2.12 Flood Management System
- 2.13 Littman Theater: Outsource

Top Priority

High Priority

High Priority

*Management in Progress*

- 2.14 CRA Spring Promotional Event

► **Major Projects 2014 – 2015**

- 2.15 Library: Upgrade
- 2.16 Tot Lot Renovation: Victory Park, Columbia Park, Uleta Park
- 2.17 Allen Park Community Center Renovation, Athletic Field and Lighting Repair, Gym Floor, Security Cameras
- 2.18 Uleta Community Center Field Irrigation Well
- 2.19 Norwood Saveall Bridge Project
- 2.20 Pat Mishcon Field: New Athletic Field
- 2.21 Washington Park: Restroom Renovations, Fence
- 2.22 Basketball Courts Upgrade: Highland Village, Victory Park, Fulford Park
- 2.23 171<sup>st</sup> Street Median: Upgrade
- 2.24 Storm Water TMDL Project
- 2.25 State Road 826 Median: Upgrade, Irrigation System
- 2.26 Biscayne Boulevard Restoration Project
- 2.27 Highland Village Renovation: Restrooms, Kitchen Flooring
- 2.28 YES/McDonald Center Renovation: Restrooms, Kitchens
- 2.29 Taylor Park: Clean Up



**GOAL 3**

**HIGH PERFORMING CITY ORGANIZATION  
PROVIDING GREAT CUSTOMER SERVICES**

**► Objectives**

1. Top quality and engaged City workforce dedicated to serving the North Miami Beach community
2. Performance measures and benchmarking City services
3. Streamlined City processes and systems focusing on service outcomes
4. City evaluating operations and continuously exploring ways to increase productivity, to reduce the costs of service delivery and to enhance customer service
5. City services responsive to the needs of the community
6. High level of community customer satisfaction
7. High level of City employee satisfaction

**► Short Term Challenges and Opportunities**

1. Changing the Charter for a more effective City organization
2. Mature City workforce with upcoming retirements
3. Refining City service delivery and processes
4. Potential outsourcing City services and contractor accountable for their performance
5. Distinguishing between community "needs" and community "wants"
6. Traditions and resistance to change in City legal framework and processes
7. City employees taking responsibility and being accountable and recognized for their actions
8. Turnover in City Managers: impact on the City organization performance and effectiveness

► **Actions 2014**

**PRIORITY**

3.1 Charter Review

Top Priority

3.2 Park Maintenance: Evaluation, Service Level, Direction, Funding

High Priority

*Management Initiatives*

3.3 ERP Software

Top Priority

3.4 Building Department Audit: Completion, Recommendations

Top Priority

3.5 Police Staffing and Deployment Study and Direction

Top Priority

3.6 City Organization Review and Report

High Priority

3.7 Fleet Operations: Evaluation, Direction

High Priority

*Management in Progress*

3.8 FPL/Street Light Assessment: Non City Lights from North Miami Beach Bill Removal

3.9 Smart Water Program

3.10 Diversity Training Program: Development

3.11 Human Resources Administrative Policies: Social Media, Computer Utilization, Workplace Violence, FMLA, Breaks

3.12 Safety Policy and Training Manual

3.13 Records Policies and Procedures: Update and Training

3.14 City Foundation (501C3): Evaluation, Direction

3.15 Strategic Planning: Plan and Institutionalization

3.16 Employee Evaluation: Update

3.17 Recruitment Process: Evaluation, Report

3.18 Ethics Training: City Staff, Board Members and Elected Officials

3.19 Phone and Online Utility Bill Payment

3.20 City Website: Review and Update, Enhancement

3.21 Interview Assessment: Update

3.22 Network Servers: Upgrades

3.23 Police Fleet: Replacement

3.24 Street Light Maintenance for ROW

3.25 Multi Lingual Communications: Actions

3.26 10 Year Water Supply Plan: Final Report, Council Approval

3.27 Sanitary Sewer Connections in Highland Village: Enforcement Report

3.28 CNG Study

3.29 Document Scanning: Phase 2 Historical Documents

3.30 Automated Meter Reading: Implementation (2016), Monthly Billing (2017)

► **Major Projects 2014 – 2015**

- 3.31 Red Light Camera Project
- 3.32 Police Radio System: Upgrade
- 3.33 City Phone System
- 3.34 City Hall Indoor Air Quality
- 3.35 City Hall: IT Renovation
- 3.36 Water Main Replacement Projects
- 3.37 Fire Flow Improvement Projects
- 3.38 Sewer System: Force Main Replacements, Pump Stations Rehabilitation
- 3.39 Infiltration and Inflow Project
- 3.40 Police Security System Upgrade: Doors, Video System
- 3.41 Police Building Improvements

<b>GOAL 4</b>	<b>REVITALIZED DOWNTOWN AND MAJOR CORRIDORS</b>
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- Objectives**
1. Upgrade and revitalize West Dixie Highway corridor
  2. Hanford 19<sup>th</sup> area develop as North Miami Beach's downtown
  3. Upgrade Snake Creek
  4. Revitalize “Sharp” area – (South of Mischon and West of Library)
  5. Upgrade and revitalize 163<sup>rd</sup> corridor
  6. Develop attractive, distinctive entrances and gateway signs

- Short Term Challenges and Opportunities**
1. Lack of sewer service in revitalizing areas
  2. Attracting businesses and private sector investments
  3. Under utilized, limited access, limited development at Snake Creek
  4. Defining the City role in redevelopment
  5. Changing land uses and zoning
  6. Supporting mixed-use developments that fit the community and the corridor
  7. Encouraging private sector to assemble properties for redevelopment

<b>► Actions 2014</b>	<b>PRIORITY</b>
<i>Action Agenda</i>	
4.1 Zoning Overlay: Dixie Highway	Top Priority
4.2 Zoning Overlay: Hanford	Top Priority
4.3 Zoning Overlay: 19 <sup>th</sup> Avenue	Top Priority
4.4 Zoning Overlay: Biscayne Boulevard	Top Priority
4.5 City Branding	High Priority
4.6 163 <sup>rd</sup> Corridor Revitalization and Rezoning	

► **Actions 2014** (*Continued*)

**PRIORITY**

*Management in Progress*

- 4.7 CRA Market North Miami Beach Program
- 4.8 CRA Performance Review/Evaluation, Direction

► **Major Projects 2014**

- 4.9 Snake Creek Clean Up: Ongoing Maintenance
- 4.10 FDOT Resurfacing Projects
  - A. NE 6<sup>th</sup> Avenue
  - B. West Dixie Highway
- 4.11 19<sup>th</sup> Avenue Street and Sewer Project: (181<sup>st</sup> – 185<sup>th</sup> Street)

# **City of North Miami Beach Policy Agenda 2014 Targets for Action**

## **TOP PRIORITY**

**Zoning Overlay: Development, Adoption:  
Dixie Highway, Hanford, 19<sup>th</sup> Avenue, Biscayne Boulevard**

**Parks and Recreation Master Plan: Development**

**Land Use Study: Highland Village, Eastern Shore**

**Solid Waste: Direction**

**Annexation Policy and Actions: Enclaves, North, South**

**Charter Review**

## **HIGH PRIORITY**

**City Branding and Signage**

**Comprehensive Plan: Update**

**Code Enforcement Policies and Processes: Evaluation, Report**

**Water Operations Review/Report: Direction**

**Financial Policies: Review/Update**

**Park Maintenance: Evaluation, Service Level, Direction, Funding**

**Zoning Code: Comprehensive Review/Revision**

# **City of North Miami Beach Management Initiatives 2014 Targets for Action**

## **TOP PRIORITY**

**Sewer System Capital Improvement Plan: Review**

**ERP Software**

**Building Department Audit: Completion, Recommendations**

**Water Capital Improvement Plan: Review**

**Neighborhood Safety/WAVE Program:  
Community Policing, Crime Prevention**

**Police Staffing and Deployment Study and Direction**

## **HIGH PRIORITY**

**City Organization Review and Report**

**LED Street Lights Policy and Plan**

**Flood Management System Development/GIS Coordinator**

**Littman Theater: Utilization and Direction**

**Fleet Operations: Evaluation, Direction**

# **City of North Miami Beach Management in Progress 2014**

1. CRA \$5 Million Debt Restructuring
2. Employee Negotiations and Contract: AFSCME (Wage Reopener FY15), IUPA (Negotiation)
3. Grants and Funding Sources Report
4. Comprehensive Budget Process: Review
5. Storm Water Billing Corrections (based on Equivalent Runoff Units (ERU Audit))
6. Pension Reform: Law Suit
7. CRA Spring Promotional Event
8. FPL/Street Light Assessment: Non City Lights from North Miami Beach Bill Removal
9. Smart Water Program
10. Diversity Training Program: Development
11. Strategic Planning: Plan and Institutionalization
12. Human Resources Administrative Policies:  
Social Media, Computer Utilization, Workplace Violence, FMLA, Breaks
13. Safety Policy and Training Manual
14. Records Policies and Procedures: Update and Training
15. City Foundation (501C3): Evaluation, Direction
16. Strategic Planning: Plan and Institutionalization
17. Employee Evaluation: Update
18. Recruitment Process: Evaluation, Report



19. Ethics Training: City Staff, Board Members and Elected Officials
20. Phone and Online Utility Bill Payment
21. City Website: Review and Update, Enhancement
22. Interview Assessment: Update
23. Network Servers: Upgrades
24. Police Fleet: Replacement
25. Street Light Maintenance for ROW
26. Multi Lingual Communications: Actions
27. 10 Year Water Supply Plan: Final Report, Council Approval
28. Sanitary Sewer Connections in Highland Village: Enforcement Report
29. CNG Study
30. Document Scanning: Phase 2 Historical Documents
31. Automated Meter Reading: Implementation (2016), Monthly Billing (2017)
32. FPL/Street Light Assessment: Non City Lights from North Miami Beach Bill Removal
33. CRA Market North Miami Beach Program
34. CRA Performance Review/Evaluation, Direction

# **City of North Miami Beach Major Projects 2014 – 2015**

1. Library: Upgrade
2. Tot Lot Renovation
3. Allen Park Community Center Renovation, Athletic Field and Lighting Repair, Gym Floor, Security Cameras
4. Uleta Community Center Field Irrigation Well
5. Pat Mishcon Field: New Athletic Field
6. Norwood Saveall Bridge Project
7. Tot Lot Renovation: Victory Park, Columbia Park, Uleta Park
8. Washington Park: Restroom Renovations, Fence
9. Basketball Courts: Upgrade, Highland Village, Victory Park, Fulford Park
10. 171<sup>st</sup> Street Median: Upgrade (NW 2<sup>nd</sup> to NE 6<sup>th</sup>)
11. Storm Water TMDL Project
12. State Road 826 Median: Upgrade, Irrigation System (Phase 3) – Golden Glade
13. Biscayne Boulevard Restoration Project
14. Highland Village Renovation: Restrooms, Kitchen Flooring
15. Taylor Park: Clean Up
16. Red Light Camera Project
17. Police Radio System: Upgrade
18. City Phone System
19. City Hall Indoor Air Quality
20. City Hall: IT Renovation
21. Water Main Replacement Projects

22. Fire Flow Improvement Projects
23. Sewer System: Force Main Replacements, Pump Stations Rehabilitation
24. Infiltration and Inflow Project
25. Police Security System Upgrade: Doors, Video System
26. Police Building Improvements
27. Snake Creek Clean Up: On Going Maintenance
28. FDOT Resurfacing Projects: NE 6<sup>th</sup> Avenue, West Dixie Highway
29. 19<sup>th</sup> Avenue Street and Sewer Project: (181<sup>st</sup> – 185<sup>th</sup> Street)

# City of North Miami Beach Interoffice Memorandum



*City Manager's Office*

**TO:** Honorable Mayor George Vallejo  
Honorable Vice-Mayor Marlen Martell  
Honorable Councilman Anthony F. DeFillipo  
Honorable Councilwoman Barbara Kramer  
Honorable Councilman Frantz Pierre  
Honorable Councilwoman Phyllis S. Smith  
Honorable Councilwoman Beth E. Spiegel

**FROM:**  Ana M. Garcia, City Manager

**DATE:** April 1, 2015

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**RE: STRATEGIC PLAN**

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Enclosed please find for your records and your perusal key documents associated with our adopted Strategic Plan. The Strategic Plan has created a Vision and a Mission for our City that serves as a guide as we plan for budget and implement the priorities set forth by the Strategic Plan. We will refer to these documents throughout the year, particularly during the budget process and as we seek opportunities for funding, partnerships and other innovative ways that will benefit our City. The documents you are receiving are;

- 1.) Laminated Strategic Plan Highlight Page
- 2.) Executive Summary
- 3.) Strategic Plan
- 4.) Action Agenda

The Strategic Plan keeps us on Track and prevents us from deviating off course and allows for a better way to set and accomplish goals in a timely manner. Thank you for the time you have devoted to this endeavor.

AG; ep

# ***ACTION AGENDA 2015***

Mayor and City Council



North Miami Beach, Florida  
June 2014



Lyle Sumek Associates, Inc.  
9 Flagship Court  
Palm Coast, FL 32137-3373

Phone: (386) 246-6250  
Fax: (386) 246-6252  
E-mail: [sumekassoc@gmail.com](mailto:sumekassoc@gmail.com)

**North Miami Beach  
Vision 2029**

**NORTH MIAMI BEACH 2029**  
is the  
***PREMIER RESIDENTIAL COMMUNITY***  
in South Florida – the  
***MOST BEAUTIFUL***  
and the  
***SAFEST.***

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**NORTH MIAMI BEACH 2029**  
has opportunities for  
***ACTIVE AND HEALTHY LIVING***  
and ***CONVENIENT MOBILITY.***

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**NORTH MIAMI BEACH 2029**  
has a  
***VIBRANT "DOWNTOWN"***  
and  
**THRIVING MAJOR CORRIDORS.**

**North Miami Beach  
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**The MISSION of the North Miami Beach  
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# **City of North Miami Beach Policy Agenda 2015 Targets for Action**

## **TOP PRIORITY**

**Zoning Overlay: Development, Adoption:  
Dixie Highway, Hanford, 19<sup>th</sup> Avenue, Biscayne Boulevard**  
**Parks and Recreation Master Plan: Development**  
**Land Use Study: Highland Village, Eastern Shores**  
**Solid Waste: Direction**  
**Annexation Policy and Actions: Enclaves, North, South**  
**Charter Review**

## **HIGH PRIORITY**

**City Branding and Signage**  
**Comprehensive Plan: Update**  
**Code Enforcement Policies and Processes: Evaluation, Report**  
**Water Operations Review/Report: Direction**  
**Financial Policies: Review/Update**  
**Park Maintenance: Evaluation, Service Level, Direction, Funding**  
**Zoning Code: Comprehensive Review/Revision**



**City of North Miami Beach  
Management Initiatives 2014  
Targets for Action**

**TOP PRIORITY**

**Sewer System Capital Improvement Plan: Review**

**ERP Software**

**Building Department Audit: Completion, Recommendations**

**Water Capital Improvement Plan: Review**

**Neighborhood Safety/WAVE Program:  
Community Policing, Crime Prevention**

**Police Staffing and Deployment Study and Direction**

**HIGH PRIORITY**

**City Organization Review and Report**

**LED Street Lights Policy and Plan**

**Flood Management System Development/GIS Coordinator**

**Littman Theater: Utilization and Direction**

**Fleet Operations: Evaluation, Direction**

**City of North Miami Beach  
Action Outlines 2014**

<b>GOAL 1</b>	<b>FINANCIALLY SOUND CITY GOVERNMENT</b>
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<b>1.1 ACTION:</b>	<b>SOLID WASTE CONTRACT: DIRECTION</b>	<table border="1" style="margin: 0 auto;"> <tr><td><b>PRIORITY</b></td></tr> <tr><td><i>Policy – Top</i></td></tr> </table>	<b>PRIORITY</b>	<i>Policy – Top</i>
<b>PRIORITY</b>				
<i>Policy – Top</i>				
<p style="text-align: center;"><u>Key Issues</u></p> <ul style="list-style-type: none"> <li>• Rate</li> <li>• Equipment</li> <li>• Service Method</li> <li>• Staffing</li> <li>• Outsource</li> <li>• Operational Costs</li> </ul>	<p style="text-align: center;"><u>Activities/Milestones</u></p> <ol style="list-style-type: none"> <li>1. Prepare report</li> <li>2. Council Workshop: presentation and direction</li> <li>3. Issue New RFP (Deadline: 8/14)</li> <li>4. Negotiate contract with vendor</li> <li>5. Council Decision: Contract</li> </ol>	<p style="text-align: center;"><u>Time</u></p> <p>Completed</p> <p>Completed</p> <p>Completed</p> <p>TBD</p> <p>TBD</p>		
Responsibility: Public Works Director				

<b>1.2 ACTION:</b>	<b>WATER OPERATIONS REVIEW/REPORT: DIRECTION</b>	<table border="1" style="margin: 0 auto;"> <tr><td><b>PRIORITY</b></td></tr> <tr><td><i>Policy – High</i></td></tr> </table>	<b>PRIORITY</b>	<i>Policy – High</i>
<b>PRIORITY</b>				
<i>Policy – High</i>				
<p style="text-align: center;"><u>Key Issues</u></p> <ul style="list-style-type: none"> <li>• Rate</li> <li>• Potential Customer</li> <li>• Service to Bal Harbour Village</li> <li>• Delivery Options</li> <li>• Other Potential Customers</li> </ul>	<p style="text-align: center;"><u>Activities/Milestones</u></p> <ol style="list-style-type: none"> <li>1. Compile and evaluate rate study, operations analysis, delivery options, market analysis, potential customers and marketing development</li> <li>2. Initiate contact with Bal Harbour Village</li> <li>3. Prepare report with recommendations</li> </ol>	<p style="text-align: center;"><u>Time</u></p> <p>9/14</p> <p>3/15</p> <p>4/15</p>		
Responsibility: Public Utilities Director				

<b>1.3 ACTION:</b>	<b>FINANCIAL POLICIES: REVIEW/UPDATE</b>	<b>PRIORITY</b>
		<i>Policy – High</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• Investment Policy</li> <li>• Reserve Policy</li> </ul>	<ol style="list-style-type: none"> <li>1. Council Memo: existing financial policies</li> <li>2. Council Workshop: review, identification of potential change, direction</li> </ol>	<p>6/15</p> <p>7/15</p>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                     Responsibility: Finance Director                 </div>		

<b>1.4 ACTION:</b>	<b>COMMUNITY EVENTS: REVIEW, EVALUATION, DIRECTION</b>	<b>PRIORITY</b>
		<i>Policy</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• Calendar</li> <li>• Cost of Events</li> <li>• Quality Events</li> <li>• Attendance Level</li> <li>• Event Marketing</li> <li>• City Role/Degree of Support</li> <li>• Support Event Calendar</li> <li>• Managing Expectations</li> <li>• Criteria for City Events</li> <li>• Locations for Events</li> <li>• “Sunset Events”</li> <li>• City Sponsorship of Events</li> <li>• Time for Mid Year Adjustment</li> <li>• Potential Private Partnership</li> </ul>	<ol style="list-style-type: none"> <li>1. Inventory events and costs analysis (direct/in-direct support)</li> <li>2. Develop budget recommendations</li> <li>3. Council Decision: event direction and budget</li> <li>4. Develop annual calendar</li> <li>5. Develop public information for event calendar</li> <li>6. Evaluate each event; success, areas for improvement; “sunset” event</li> </ol>	<p>Completed</p> <p>Completed</p> <p>9/14</p> <p>10/14</p> <p>10/14</p> <p>Ongoing</p>
\$	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                     Responsibility: Parks and Recreation Director                 </div>	

<b>1.5 ACTION:</b>	<b>EMPLOYEE COMPENSATION AND PACKAGE POLICY: PHASE I AND 2</b>	<b>PRIORITY</b>
		<i>Policy</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>Platform for recruiting and retaining talent</li> <li>Platform for achieving all other goals</li> <li>Classification</li> <li>Compensation</li> <li>Data for Union Negotiation</li> </ul>	<ol style="list-style-type: none"> <li>Phase 1: Complete initial study of Management and Professional Class, Tiers One and Two, providing new job classifications, new job grades based upon internal and external benchmarks, and recommendations for adjustments</li> <li>Build Phase 1 recommendations into the budgeting process, including tentative, market-based adjustments for Management and Professional Class Tiers Three and Four</li> <li>Deliver Phase 2 project plan to study the remainder of the organization, beginning with Management and Professional Class, Tiers Three and Four.</li> <li>Conduct Phase 2 project plan/study reviewing classifications and compensation of remaining employee classifications.</li> <li>Review Phase 2 results and make budget recommendations for FY16</li> </ol>	<p>Completed</p> <p>10/14</p> <p>10/14</p> <p>10/14 – 7/15</p> <p>8/15</p>
\$	Responsibility: Human Resources Director	

<b>1.6 INITIATIVE:</b>	<b>SEWER SYSTEM CAPITAL IMPROVEMENT MASTER PLAN: REVIEW</b>	<b>PRIORITY</b>
		<i>Mgmt – Top</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>Regulatory Requirement</li> <li>Project Management</li> <li>Project Priority</li> </ul>	<ol style="list-style-type: none"> <li>Receive final report</li> <li>Finalize budget recommendations</li> <li>Council Budget Decision: projects, funding, staffing</li> </ol>	<p>Completed</p> <p>Completed</p> <p>9/14</p>
\$	Responsibility: Public Utilities Director	

<b>1.7 INITIATIVE: WATER CAPITAL IMPROVEMENT</b>		<b>PRIORITY</b>
<b>PLAN: REVIEW</b>		<i>Mgmt – Top</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• Project Management</li> <li>• Project</li> </ul>	<ol style="list-style-type: none"> <li>1. Receive final report</li> <li>2. Finalize budget recommendations</li> <li>3. Council Budget Decision: projects, funding, staffing</li> </ol>	<p>Completed</p> <p>Completed</p> <p>9/14</p>
\$	Responsibility: Public Utilities Director	

<b>1.8 INITIATIVE: LED STREET LIGHTS POLICY AND PLAN</b>		<b>PRIORITY</b>
		<i>Mgmt – High</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• Funding</li> <li>• Service Level</li> <li>• FPL Accountability</li> <li>• Internal Lighting</li> </ul>	<ol style="list-style-type: none"> <li>1. Review costs for street lights</li> <li>2. Evaluate LED replacement: phase plan, cost analysis, 1<sup>st</sup> project – City Hall and Community Complex, Meeting with FPL and other Sources</li> <li>3. Complete report, including internal lighting</li> <li>4. Council Presentation/Workshop: direction</li> </ol>	<p>3/15</p> <p>TBD</p> <p>TBD</p> <p>TBD</p>
\$	Responsibility: Public Works Director	

<b>► Management in Progress 2014</b>	<u>Time</u>
1.9 CRA \$5 Million Debt Restructuring (F)	Completed
1.10 Employee Negotiations and Contract (HR)	
A. AFSCME (Wage Reopener FY15)	Ongoing
B. IUPA (Negotiation)	
1.11 Water Rate Structure Report (F/P)	Completed
1.12 Comprehensive Budget Process: Review (F/CM)	9/14
1.13 Grants and Funding Sources Report (F)	4/15
1.14 Stormwater Billing Corrections (based on Equivalent Runoff Units [ERU Audit] (F/CS)	TBD
1.15 Pension Reform: Law Suit (CA)	TBD
1.16 Comprehensive Pension Review: Annual Report, Council Work Session/Direction	2/15

<b>GOAL 2</b>	<b>THE PLACE TO LIVE: BEAUTIFUL, SAFE AND LIVABLE</b>
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<b>2.1 ACTION:</b>	<b>PARKS AND RECREATION MASTER PLAN: DEVELOPMENT</b>	<b>PRIORITY</b>
		<i>Policy – Top</i>
<p><u>Key Issues</u></p> <ul style="list-style-type: none"> <li>• Park Land: City Owned Land</li> <li>• Service Level</li> <li>• Community Needs</li> <li>• Density Bonus with Developer</li> <li>• Outsourcing Services</li> <li>• Amphitheater Snake Creek: Linear Park (including Security Mechanism)</li> </ul>	<p><u>Activities/Milestones</u></p> <ol style="list-style-type: none"> <li>1. Council Decision: contract for service</li> <li>2. Define scope and costs</li> <li>3. Initiate planning process</li> <li>4. Complete park data gathering</li> <li>5. Complete community recreation needs assessment</li> <li>6. Completed draft plan</li> </ol> <p style="text-align: center;">[Address Life Safety Issues during preparation]</p>	<p><u>Time</u></p> <p>Completed</p> <p>10/14</p> <p>11/14</p> <p>12/14</p> <p>2/15</p> <p>4/15</p>
\$	Responsibility: Parks and Recreation Director	

<b>2.2 ACTION:</b>	<b>LAND USE STUDY</b>	<b>PRIORITY</b>
		<i>Policy – Top</i>
<p><u>Key Issues</u></p> <ul style="list-style-type: none"> <li>• Land Use</li> </ul>	<p><u>Activities/Milestones</u></p> <ol style="list-style-type: none"> <li>A. Highland Village             <ol style="list-style-type: none"> <li>1. Review Zoning and Potential Land Uses</li> <li>2. Finalize report with recommendations</li> <li>3. Council Decision: Direction</li> </ol> </li> <li>B. Eastern Shores/Intra Coastal North             <ol style="list-style-type: none"> <li>1. Review Zoning and Potential Land Uses</li> <li>2. Finalize report with recommendations</li> <li>3. Council Decision: Direction</li> </ol> </li> </ol>	<p><u>Time</u></p> <p>11/14</p> <p>12/14</p> <p>2/15</p> <p>12/14</p> <p>12/14</p> <p>2/15</p>
\$	Responsibility: Assistant City Manager/City Planner	

<b>2.3 ACTION:</b>	<b>ANNEXATION POLICY AND ACTIONS: ENCLAVES, NORTH, SOUTH</b>	<b>PRIORITY</b>
		<i>Policy – Top</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• Overall Direction</li> <li>• Specific Opportunities</li> <li>• Cost vs. Benefit Analysis to City</li> <li>• Skylake Commerical</li> <li>• South of 163<sup>rd</sup> Street</li> <li>• 163/Biscayne Annex from County</li> </ul>	<ol style="list-style-type: none"> <li>1. Obtain County Commissioner approval</li> <li>2. Develop game plan/cost and benefit for application (4 areas)</li> <li>3. Council Discussion</li> <li>4. Complete Applications and Council Decision</li> <li>5. Submit to County Commission</li> </ol>	<p>Completed 12/14</p> <p>2/15 TBD TBD</p>
Responsibility: Assistant City Manager/City Planner		

<b>2.4 ACTION:</b>	<b>COMPREHENSIVE PLAN: UPDATE</b>	<b>PRIORITY</b>
		<i>Policy – High</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
	<ol style="list-style-type: none"> <li>1. Complete update Comprehensive Plan</li> <li>2. Review by Planning and Zoning Board</li> <li>3. Council Decision: Comprehensive Plan (1<sup>st</sup> reading)</li> <li>4. Submit to State of Florida</li> <li>5. Receive feedback from State of Florida</li> <li>6. Council Decision: Comprehensive Plan (2<sup>nd</sup> reading)</li> </ol>	<p>11/14 12/14 1/15</p> <p>2/15 2/15 3/15</p>
Responsibility: City Planner		



<b>2.5 ACTION:</b>	<b>CODE ENFORCEMENT POLICIES AND PROCESSES: EVALUATION, REPORT</b>	<b>PRIORITY</b>
		<i>Policy – High</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• Weekend</li> <li>• 24 hour/7 day</li> <li>• Service Level</li> <li>• Staff Resources</li> <li>• Software</li> <li>• Tools</li> <li>• Enforcement</li> </ul>	<ol style="list-style-type: none"> <li>1. Complete department review</li> <li>2. Hire Director of Compliance and Building</li> <li>3. Develop budget recommendation: staffing and funding</li> <li>4. Council Decision: Budget and Resources</li> <li>5. Council Workshop: Lien Mitigation Workshop</li> <li>6. Review Property and Landscaping Maintenance Ordinance</li> <li>7. Complete department reorganization and leadership</li> </ol>	<p>Completed</p> <p>Completed</p> <p>Completed</p> <p>Completed</p> <p>1/20</p> <p>TBD</p> <p>3/15</p>
\$	Responsibility: Director of Code Compliance and Building Services/Legal Department	

<b>2.6 ACTION:</b>	<b>ZONING CODE: REVISION</b>	<b>PRIORITY</b>
		<i>Policy – High</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
	<ol style="list-style-type: none"> <li>A. Zoning Overlay: Dixie Highway (4.1)</li> <li>B. Zoning Overlay: Hanford (4.2)</li> <li>C. Zoning Overlay: 19<sup>th</sup> Avenue (4.3)</li> <li>D. Zoning Overlay: Biscayne Boulevard (North of 163<sup>rd</sup> Street) (4.4)</li> </ol>	<p>Refer to Goal 4</p>
	Responsibility: City Planner/Legal Department	

<b>2.7 ACTION:</b>	<b>CITY LANDSCAPE MASTER PLAN: DEVELOPMENT</b>	<b>PRIORITY</b>
		<i>Policy</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• Maintenance</li> <li>• Planting</li> <li>• Tree Cover</li> <li>• Locations</li> <li>• Staffing</li> </ul>	<ol style="list-style-type: none"> <li>1. Develop contract/scope of work for landscape design and implementation</li> <li>2. Council Decision: Contract for Preparation of Master Plan</li> <li>3. Complete City Landscape Master Plan</li> <li>4. Council Workshop and Presentation: City Landscape Master Plan</li> </ol>	<p>11/14</p> <p>4/15</p> <p>6/15</p> <p>6/15</p>
\$	Responsibility: Public Works Director	

<b>2.8 ACTION:</b>	<b>CITYWIDE VIDEO MONITORING SYSTEM: DIRECTION, FUNDING</b>	<b>PRIORITY</b>
		<i>Policy</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• New Development: Requirement</li> </ul>	<ol style="list-style-type: none"> <li>1. Identify and assess major security and safety needs for all City facilities and locations; other Community Locations citywide</li> <li>2. Complete research options and funding sources</li> <li>3. Develop report with recommendations</li> <li>4. Council Workshop: direction, funding</li> </ol>	<p>11/14</p> <p>1/15</p> <p>2/15</p> <p>3/15</p>
\$	Responsibility: Police Chief	

<b>2.9 ACTION: PUBLIC OWNED LAND: DIRECTION</b>		<b>PRIORITY</b>
		<i>Policy</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• City Ownership</li> <li>• Use of Land</li> <li>• Potential for Redevelopment</li> <li>• Link to RMA Study</li> </ul>	A. Citywide	
	1. Complete inventory and ROW	Completed
	2. Develop plan for all City properties with recommendations (Depends on Parks Master Plan)	TBD
	3. Council Decision: direction On-Going (Depends on Parks Master Plan)	TBD
	B. Abandonment ROW	
	1. Determine process and legal framework analysis of costs	4/15
	2. Develop report and recommendations	TBD
3. Council Decision: direction	TBD	
Responsibility: City Planner/ACM		

<b>2.10 INITIATIVE: NEIGHBORHOOD SAFETY/BLUE WAVE PROGRAM COMMUNITY POLICING AND CRIME PREVENTION</b>		<b>PRIORITY</b>
		<i>Mgmt – Top</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• Funding</li> <li>• Services</li> </ul>	1. Develop Blue Wave Program Proposal	Completed
	2. Council Decision: funding	9/14
	3. Implementation: Full Program	6/15
\$	Responsibility: Police Chief	

<b>2.11 INITIATIVE: FLOOD MANAGEMENT SYSTEM</b>		<b>PRIORITY</b>
		<i>Mgmt – High</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
	1. Develop in house capacity flood plain	10/14
	2. Develop in house expertise/training	10/14
	3. Develop Flood Plain Maps: Update	As Necessary
\$	Responsibility: Building Official/ACM	

**2.12 INITIATIVE: LITTMAN THEATER: UTILIZATION AND DIRECTION**

<b>PRIORITY</b>
<i>Mgmt – High</i>

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• City Role</li> <li>• Goals</li> <li>• Service</li> <li>• Outsourcing</li> <li>• Capital Investment</li> <li>• Uses</li> </ul>	<ol style="list-style-type: none"> <li>1. Review uses and program/service options</li> <li>2. Issue Letter of Interest to possible vendors</li> <li>3. Assess opportunities and determine direction</li> </ol>	<p>Completed</p> <p>Completed</p> <p>10/14</p>

Responsibility: Parks and Recreation Director/Procurement
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► **Management in Progress 2014**

- 2.13 CRA Spring Promotional Event (CRA)
- 2.14 Art in Public Places Ordinance

<u>Time</u>
Completed
12/14

► **Major Projects 2014**

- 2.15 Uleta Community Center Field Irrigation Well (PW)
- 2.16 Library: Upgrade (L)
  - A. Roof
  - B. Furniture
  - C. Technology Lab
  - D. Computers
- 2.17 Allen Park
  - Community Center Renovation
  - Athletic Field and Lighting Repair
  - Gym Floor
  - Security Cameras (PW/P&R)
- 2.18 171<sup>st</sup> Street Median: Upgrade (NW 2<sup>nd</sup> to NE 6<sup>th</sup>) (PW)
- 2.19 Norwood Saveall Bridge Project (PU)
- 2.20 State Road 826 Median: Upgrade, Irrigation System (Phase 3) – Golden Glade (PW)
- 2.21 Biscayne Boulevard Restoration Project (PW)

<u>Time</u>
Completed
Completed
Completed
10/14
10/14
11/14
12/14
12/14
12/14

<b>► Major Projects 2014 (Continued)</b>		<u><i>Time</i></u>
2.22	Tot Lot Renovation (PW/P&R)	Completed
	A. Victory Park	3/15
	B. Columbia (County funded)	3/15
	C. Uleta (County funded)	TBD
2.23	Washington Park: Restroom Renovations, Fence (PW/P&R)	TBD
2.24	Basketball Courts: Upgrade (PW/P&R)	
	A. Highland Village (County funded)	3/15
	B. Victory Park (County funded)	3/15
	C. Fulford Park (County funded)	3/15
2.25	Highland Village Renovation: Restrooms, Kitchen Flooring (County funded) (PW/P&R)	TBD
2.26	YES/McDonald Center Renovation: Restrooms, Kitchens (County funded) (PW/P&R)	3/15
2.27	Pat Mishcon Field: New Athletic Field (PW/P&R)	TBD
2.28	Taylor Park: Clean Up (County funded) (P&R)	TBD

<b>GOAL 3</b>	<b>HIGH PERFORMING CITY ORGANIZATION PROVIDING GREAT CUSTOMER SERVICES</b>
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<b>3.1 ACTION:</b>	<b>CHARTER REVIEW</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;"><b>PRIORITY</b></td></tr> <tr><td style="padding: 2px;"><i>Policy – Top</i></td></tr> </table>	<b>PRIORITY</b>	<i>Policy – Top</i>
<b>PRIORITY</b>				
<i>Policy – Top</i>				
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>		
<ul style="list-style-type: none"> <li>• Approach</li> <li>• Costs</li> </ul>	<ol style="list-style-type: none"> <li>1. Council Workshop: presentation and direction</li> <li>2. Council Decision: resolution and decision</li> <li>3. City Attorney Review Charter</li> <li>4. City Attorney Develop Draft</li> <li>5. Council Review and Decision</li> <li>6. Submit Miami Dade Charter</li> <li>7. Election: Charter</li> </ol>	<p>Completed</p> <p>Completed</p> <p>9/14</p> <p>11/14</p> <p>1/15</p> <p>2/15</p> <p>5/15</p>		
\$	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Responsibility: City Attorney/City Clerk</td> </tr> </table>		Responsibility: City Attorney/City Clerk	
Responsibility: City Attorney/City Clerk				

<b>3.2 ACTION:</b>	<b>PARK MAINTENANCE: EVALUATION, SERVICE LEVEL, DIRECTION, FUNDING</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;"><b>PRIORITY</b></td></tr> <tr><td style="padding: 2px;"><i>Policy – High</i></td></tr> </table>	<b>PRIORITY</b>	<i>Policy – High</i>
<b>PRIORITY</b>				
<i>Policy – High</i>				
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>		
<ul style="list-style-type: none"> <li>• Service Level</li> <li>• Service Delivery</li> <li>• Park Maintenance Position</li> <li>• Funding</li> <li>• Organization Structure</li> <li>• Maintenance Schedule</li> <li>• Maintenance Performance Monitoring</li> </ul>	<ol style="list-style-type: none"> <li>A. Maintenance Contract               <ol style="list-style-type: none"> <li>1. Define scope and standards</li> <li>2. Decision: direction</li> <li>3. Issue RFP</li> <li>4. Selection: contractor(s)</li> <li>5. Council Decision: contract</li> </ol> </li> <li>B. Fields (3)               <ol style="list-style-type: none"> <li>1. Manager: direction and action</li> </ol> </li> <li>C. Park Maintenance Position               <ol style="list-style-type: none"> <li>1. Review organization structure</li> <li>2. Define position: description, salary</li> <li>3. Council Budget: Decision</li> </ol> </li> </ol>	<p>9/14</p> <p>9/14</p> <p>9/14</p> <p>11/14</p> <p>12/14</p> <p>*</p> <p>Completed</p> <p>*</p> <p>*</p>		
\$	<p>* Parks Master Plan will provide direction</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Responsibility: Public Works Director/Parks and Recreation Director</td> </tr> </table>		Responsibility: Public Works Director/Parks and Recreation Director	
Responsibility: Public Works Director/Parks and Recreation Director				

<b>3.3 INITIATIVE: ERP SOFTWARE</b>		<b>PRIORITY</b>
		<i>Mgmt – Top</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• Code/Building</li> <li>• Schedule</li> <li>• Activities Review</li> </ul>	<ol style="list-style-type: none"> <li>1. Review contract</li> <li>2. Contractor review</li> <li>3. Council Presentation: contract</li> <li>4. Council Decision: contract</li> <li>5. Initiate Finance Implementation</li> <li>6. Complete Implementation of all Modules</li> </ol>	<p>Completed</p> <p>Completed</p> <p>Completed</p> <p>Completed</p> <p>11/14</p> <p>11/17</p>
\$	Responsibility: Information Technology Manager/ACM	

<b>3.4 INITIATIVE: BUILDING DEPARTMENT AUDIT: COMPLETION, RECOMMENDATIONS</b>		<b>PRIORITY</b>
		<i>Mgmt</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
<ul style="list-style-type: none"> <li>• Short Term Software</li> <li>• Action Plan</li> <li>• Public Education</li> <li>• Service Delivery Action Plan</li> </ul>	<ol style="list-style-type: none"> <li>1. Council Presentation: Department Review, Software</li> <li>2. Public education materials: frequently asked questions/answers (May Newsletter)</li> </ol>	<p>2/15</p> <p>3/15</p>
	Responsibility: Building Official	

<b>3.5 INITIATIVE: POLICE STAFFING AND DEPLOYMENT STUDY AND DIRECTION</b>		<b>PRIORITY</b>
		<i>Mgmt – Top</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
	<ol style="list-style-type: none"> <li>1. Hire Police Chief</li> <li>2. Key promotions</li> <li>3. Complete department review</li> <li>4. Define budget recommendation: program initiatives – crime prevention and community police</li> <li>5. Council Decision: Budget</li> </ol>	<p>Completed</p> <p>Completed</p> <p>Completed</p> <p>Completed</p> <p>9/14</p>
\$	Responsibility: Police Chief	

<b>3.6 INITIATIVE: CITY ORGANIZATION REVIEW AND REPORT</b>		<b>PRIORITY</b>
		<i>Mgmt – High</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
	1. Initiate department reviews	Completed
	2. Complete department review, Organization Chart and positions	Completed
	3. Incorporate into FY15 budget recommendations	Completed
	4. Council Decision: direction and funding	9/14
\$	Responsibility: City Manager	

<b>3.7 INITIATIVE: FLEET OPERATIONS: EVALUATION, DIRECTION</b>		<b>PRIORITY</b>
		<i>Mgmt – High</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Own/Lease	1. Review fleet: use, size and options	9/14
• Auction/Trade Off	2. Develop budget recommendation	*
• Maintenance/ Parks: Outsourcing	3. Council Decision: FY15 purchase/funding	TBD
	* (Dependent on Sanitation RFP)	
	Responsibility: Public Works Director	

<b>► Management in Progress 2014</b>		<u>Time</u>
3.8	FPL/Street Light Assessment: Non City Lights from North Miami Beach Bill Removal (F)	Completed
3.9	Smart Water Program (Police)	Completed
3.10	Diversity Training Program: Development (HR)	Completed
3.11	Records Policies and Procedures: Update and Training (CC)	Completed
3.12	Safety Policy and Training Manual (HR)	Completed
3.13	Ethics Training: City Staff, Board Members and Elected Officials (CC)	6/15
3.14	Phone and Online Utility Bill Payment (F)	Completed
3.15	Human Resources Administrative Policies: Social Media, Computer Utilization, Workplace Violence, FMLA, Breaks (HR)	11/14
3.16	Network Servers: Upgrades (IT)	10/14
3.17	Police Fleet: Replacement (Police)	10/14



<b>► Management in Progress 2014 (Continued)</b>		<u><i>Time</i></u>
3.18	Street Light Maintenance for ROW (PW)	TBD
3.19	10 Year Water Supply Plan: Final Report, Council Approval (PS)	1/15
3.20	Sanitary Sewer Connections in Highland Village: Enforcement Report (PS)	1/15
3.21	CNG Study (PW)	2/15
3.22	Leadership Institutes for Managers and Supervisors: Enhancement (HR)	3/15
3.23	Document Scanning: Phase 2 Historical Documents (CC)	2016
3.24	Automated Meter Reading: Implementation (2016), Monthly Billing (2017) (F)	2016 -2017
3.25	City Website: Review and Update, Enhancement (IT)	Ongoing
3.26	Recruitment Process: Plan for Each Position, Interview, Training, Update, Tests, Requirements (HR)	Ongoing

<b>► Major Projects 2014</b>		<u><i>Time</i></u>
3.27	Red Light Camera Project (PW)	Completed
3.28	Police Radio System: Upgrade (Transfer to County) (Police)	Completed
3.29	City Phone System (IT)	Completed
3.30	Water Main Replacement Projects (FY14) (PS)	Completed
3.31	Fire Flow Improvement Projects (FY14) (PS)	Completed
3.32	Infiltration and Inflow Project (FY14) (PS)	Completed
3.33	City Hall Indoor Air Quality (PW)	11/14
3.34	City Hall: IT Renovation (PW)	11/14
3.35	Police Security System Upgrade: Doors, Video System (Police)	10/14
3.36	Police Building Improvements (Police)	10/14
3.37	Sewer System: Force Main Replacements, Pump Stations Rehabilitation (FY14) (PS)	3/15
3.38	City Hall Renovations	TBD

<b>GOAL 4</b>	<b>REVITALIZED DOWNTOWN AND MAJOR CORRIDORS</b>
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<b>4.1 ACTION:</b>	<b>ZONING OVERLAY: DIXIE HIGHWAY</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;"><b>PRIORITY</b></td></tr> <tr><td style="padding: 2px;"><i>Policy – Top</i></td></tr> </table>	<b>PRIORITY</b>	<i>Policy – Top</i>
<b>PRIORITY</b>				
<i>Policy – Top</i>				
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>		
	<ol style="list-style-type: none"> <li>1. Prepare Zoning Overlay – Dixie Highway</li> <li>2. Review by Planning and Zoning Board</li> <li>3. Council Decision: Overlay – Dixie Highway (1<sup>st</sup> reading)</li> <li>4. Council Decision: Overlay – Dixie Highway (2<sup>nd</sup> reading)</li> </ol> <p style="text-align: center;">[Pending State Review of Comprehensive Plan)</p>	<p>11/14</p> <p>12/14</p> <p>2/15</p> <p>3/15</p>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Responsibility: City Planner</td> </tr> </table>		Responsibility: City Planner	
Responsibility: City Planner				

<b>4.2 ACTION:</b>	<b>ZONING OVERLAY: HANFORD</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;"><b>PRIORITY</b></td></tr> <tr><td style="padding: 2px;"><i>Policy – Top</i></td></tr> </table>	<b>PRIORITY</b>	<i>Policy – Top</i>
<b>PRIORITY</b>				
<i>Policy – Top</i>				
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>		
	<ol style="list-style-type: none"> <li>1. Prepare Zoning Overlay – Dixie Highway</li> <li>2. Review by Planning and Zoning Board</li> <li>3. Council Decision: Overlay – Hanford (1<sup>st</sup> reading)</li> <li>4. Council Decision: Overlay – Hanford (2<sup>nd</sup> reading)</li> </ol>	<p>11/14</p> <p>12/14</p> <p>2/15</p> <p>3/15</p>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Responsibility: City Planner</td> </tr> </table>		Responsibility: City Planner	
Responsibility: City Planner				

**4.3 ACTION: ZONING OVERLAY: 19<sup>th</sup> AVENUE**

<b>PRIORITY</b>
<i>Policy – Top</i>

Key Issues

Activities/Milestones

Time

- |   |       |
|---|-------|
| 1. Prepare Zoning Overlay – 19 <sup>th</sup> Avenue                                 | 11/14 |
| 2. Review by Planning and Zoning Board  | 12/14 |
| 3. Council Decision: Overlay – 19 <sup>th</sup> Avenue<br>(1 <sup>st</sup> reading) | 2/15  |
| 4. Council Decision: Overlay – 19 <sup>th</sup> Avenue<br>(2 <sup>nd</sup> reading) | 3/15  |

Responsibility: City Planner

**4.4 ACTION: ZONING OVERLAY: BISCAYNE BOULEVARD (North of 163<sup>rd</sup>)**

<b>PRIORITY</b>
<i>Policy – Top</i>

Key Issues

Activities/Milestones

Time

- |  |       |
|--|-------|
| 1. Prepare Zoning Overlay – Biscayne Boulevard                                 | 11/14 |
| 2. Review by Planning and Zoning Board   | 12/14 |
| 3. Council Decision: Overlay – Biscayne Boulevard<br>(1 <sup>st</sup> reading) | 2/15  |
| 4. Council Decision: Overlay – Biscayne Boulevard<br>(2 <sup>nd</sup> reading) | 3/15  |

Responsibility: City Planner

**4.5 ACTION: CITY BRANDING**

<b>PRIORITY</b>
<i>Policy – High</i>

Key Issues

Activities/Milestones

Time

- |   |  |                               |
|---|--|-------------------------------|
| <ul style="list-style-type: none"> <li>• Brand</li> <li>• Sign Design</li> <li>• Funding</li> <li>• Location</li> </ul> | <ol style="list-style-type: none"> <li>1. Vendor selection for signage</li> <li>2. Council Workshop: Entryway Signage</li> </ol> | <p>Completed</p> <p>12/14</p> |
|---|--|-------------------------------|

Responsibility: City Planner/City Manager

<b>4.6 ACTION:</b>	<b>163<sup>rd</sup> CORRIDOR REVITALIZATION AND REZONING</b>	<b>PRIORITY</b>
		<i>Policy</i>
<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
	1. Complete rezoning: 163 <sup>rd</sup>	12/14
	2. Planning and Zoning Board	12/14
	3. Council Decision: 163 <sup>rd</sup> rezoning	3/15
	4. Complete landscape: Phase III	2015
	5. Mall property annexation	2015
	6. Landscape Project: Phase IV	2015
Responsibility: City Planner		

<b>► Management in Progress 2014</b>	<u>Time</u>
4.7 CRA Marketing at ICSC	Completed
4.8 CRA Market North Miami Beach Program (CRA) – Brochure Revision/CRA Review	12/14
4.9 CRA Performance Review/Evaluation, Direction (CRA)	12/14

<b>► Major Projects 2014</b>	<u>Time</u>
4.10 Snake Creek Clean Up: On Going Maintenance (PW)	Ongoing
4.11 FDOT Resurfacing Projects	Completed
A. NE 6 <sup>th</sup> Avenue	
B. West Dixie Highway (PW)	8/15
4.12 19 <sup>th</sup> Avenue Street and Sewer Project: (181 <sup>st</sup> – 185 <sup>th</sup> Street)	2015
4.13 163 <sup>rd</sup> Street Sewer Project	9/15

# **Activities/Milestones Calendar 2014**

## **City of North Miami Beach**

### **MONTH**

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**May 2014**

**1.1.2 Council Workshop and Direction: Solid Waste Contract**

**3.1.1 Council Workshop: Charter Presentation**

**3.1.2 Council Decision: Charter Resolution and Direction (Revise vs Rewrite)**

<p style="text-align: center;"><b>May 2014</b> <b>Other Activities/Milestones</b></p>
---

**3.5.3 Police Staffing: Complete Department Review**

**3.5.4 Police Staffing: Define budget recommendation program initiatives**

<p style="text-align: center;"><b>May 2014</b> <b>Management in Progress: Completion</b></p>
--

**2.13 CRA Spring Promotional Event (CRA)**

**3.10 Diversity Training Program: Development (HR)**

**June 2014**

**1.1.5 Council Decision: Solid Waste Contract (accept, reject, or rebid)**

**2.1.1 Council Decision: Parks and Recreation Master Plan Contract for Services**



<p style="text-align: center;"><b>June 2014</b> <b>Other Activities/Milestones</b></p>
--

- 2.3.1 Annexation Policy and Actions: Obtain County Commissioner Approval**
- 2.5.1 Code Enforcement: Reorganization**
- 2.5.2 Code Enforcement: Leadership**
- 2.5.3 Code Enforcement: Recommendation**
- 2.12.1 Littman Theater: Review on Uses and Service Options**
- 4.5.1 City Branding: Vendor Selection for Signage**

<p style="text-align: center;"><b>June 2014</b> <b>Management in Progress: Completion</b></p>
---

**3.11 Records Policies and Procedures: Update and Training (CC)**

**3.12 Safety Policy and Training Manual (HR)**

<p style="text-align: center;"><b>June 2014</b> <b>Major Projects: Completion</b></p>
---

**2.15 Uleta Community Center Field Irrigation Well (PW/PR)**

**3.29 City Phone System (IT)**

## MONTH

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**July 2014**

### **2.1.1 Council Decision: Parks and Recreation Master Plan Development: Contract for Service**

<p style="text-align: center;"><b>July 2014</b> <b>Other Activities/Milestones</b></p>
--

- 1.6.2 Sewer System Capital Improvement Plan: Budget Recommendations**
- 1.7.2 Water System Capital Improvement Plan: Budget Recommendations**
- 3.6.3 City Organization Review: FY15 Budget Recommendations**

**July 2014**  
**Major Project: Completion**

## MONTH

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**August 2014**

**3.3.3 Council Presentation: ERP Software Contract**

**3.3.4 Council Decision: ERP Software Contract**

## MONTH

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<p><b>August 2014</b> <b>Other Activities/Milestones</b></p>
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- 1.4.1 Community Events: Inventory/Cost Analysis**
- 1.4.2 Community Events: Annual Calendar and Budget**
- 1.5.1 Employee Compensation and Benefits: Phase 1 Complete Initial Study of Management and Professional Class and Recommendations for Adjustments.**
- 2.12.2 Littman Theater: Issue Letter of Interest to Possible Vendors**
- 2.5.3 Code Enforcement: Budget Recommendations on Staffing and Funding**
- 3.7.2 Fleet Operations: Budget Recommendations**

## MONTH

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<p><b>August 2014</b> <b>Management in Progress: Completion</b></p>
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- 1.10 Employee Negotiations and Contract: (HR)**
  - A. AFSCME Wage Reopener**
  - B. IUPA Negotiations**



**1.11 Water Rates Structure Report (F/P)**

**3.14 Phone and Online Utility Bill Payment (F)**

**4.7 CRA Marketing at ICSC**

## MONTH

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**September 2014**

- 1.4.3 Council Decision: Community Events Policy, Annual Calendar, Budget**
  
- 1.6.3 Council Decision: Sewer System Capital Improvement Plan – Projects, Funding**
  
- 1.7.3 Council Decision: Water Capital Improvement Plan – Projects, Funding**
  
- 2.5.4 Council Decision: Code Enforcement Budget and Resources**
  
- 2.10.2 Council Decision: Neighborhood Safety/Blue Wave Funding**
  
- 3.2.3 Council Decision: Park Maintenance Position, Funding**
  
- 3.5.5 Council Decision: Police Staffing**
  
- 3.6.4 Council Decision: Organization Review, Direction, Funding**
  
- 3.7.3 Council Decision: Fleet Operations Direction, Vehicle Funding**

## MONTH

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<p><b>September 2014</b> <b>Management in Progress: Completion</b></p>
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**1.7.1 Water Capital Improvement Plan: Final Report**

**1.12 Comprehensive Budget Process: Review (F/CM)**

**3.18 Street Light Maintenance for ROW (PW)**

## MONTH

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<p><b>September 2014</b> <b>Major Projects: Completion</b></p>
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- 2.27 Pat Mishcon Field: New Athletic Field (PW/PR)**
- 3.30 Water Main Replacement Projects (FY14) (PS)**
- 3.31 Fire Flow Improvement Projects (FY14) (PS)**
- 3.32 Infiltration and Inflow Project (FY14) (PS)**

## MONTH

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**October 2014**

### **2.12.3 Council Decision: Littman Theater -- Assess Opportunities and Determine Direction**

## MONTH

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<p><b>October 2014</b> <b>Other Activities/Milestones</b></p>
---

- 1.4.3 Community Events: Develop Annual Calendar**
- 1.4.4 Community Events: Develop Public Information for Event Calendar**
- 1.5.2 Employee Compensation Policy: Build Phase 1 Recommendations into Budgeting Process**
- 1.5.3 Employee Compensation Policy: Deliver Phase 2 Project Plan to Study Remainder of Organization.**
- 2.1.2 Parks and Recreation Master Plan: Define Scope and Costs**
- 2.2.1 Land Use Study: Highland Village – Zoning and Potential Land Use Review**
- 2.9.1 Public Owned Land: Citywide Complete Inventory & ROW**
- 2.11.1 Flood Management System: Develop in house capacity flood plain**
- 2.11.2 Flood Management System: Develop in house expertise/training**

## MONTH

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<p><b>October 2014</b> <b>Management in Progress:</b> <b>Completion</b></p>
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**3.16 Network Servers: Upgrade (IT)**

**3.17 Police Fleet: Replacement (Police)**

## **MONTH**

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<p><b>October 2014</b> <b>Major Projects: Completion</b></p>
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**2.17 Allen Park**

- **Community Center Renovations**
- **Athletic Field and Lighting Repair**
- **Gym Floor**
- **Security Cameras (PW/PR)**

**2.22 Tot Lot Renovation:**  
**A. Victoria Park**

**3.35 Police Security System Upgrade: Doors, Video (Police)**

**3.36 Police Building Improvements (Police)**



## MONTH

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**November 2014**

**2.5.5 Council Workshop: Code Enforcement – Presentation on Changes**

**2.5.6 Council Workshop: Code Enforcement – Review Property and Landscaping Maintenance Ordinance**

## MONTH

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<p><b>November 2014</b> <b>Other Activities/Milestones</b></p>
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- 2.1.3 Parks and Recreation Master Plan: Initiate Planning Process**
  
- 2.2.1 Land Use Study:**
  - A. Highland Village – Review Zoning and Potential Land Uses**
  - B. Eastern Shores/Intra Coastal North – Review Zoning and Potential Land Uses**
  
- 2.4.1 Comprehensive Plan: Update –Complete Update of Comprehensive Plan**
  
- 2.7.1 City Landscape Master Plan: Develop Scope of Work/Contract for Landscape Design and Implementation**
  
- 2.8.1 Citywide Video Monitoring System: Major Security and Safety Needs Assessment for City Facilities and Locations**
  
- 2.9.B.2 Public Owned Land – Abandonment ROW: Report with Recommendations**
  
- 3.1.4 Charter: Draft Completion**
  
- 3.2.4 Park Maintenance Contract: Contractor Selection**
  
- 3.15 Human Resources Administrative Policies:**
  - A. Social Media**
  - B. Computer Utilization**
  - C. Workplace Violence**
  - D. FMLA**
  - E. Breaks**

## MONTH

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<p><b>November 2014</b> <b>Other Activities/Milestones</b> <b>Continued</b></p>
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**4.1.1 Zoning Overlay: Dixie Highway – Prepare Zoning Overlay**

**4.2.1 Zoning Overlay: Hanford Boulevard – Prepare Zoning Overlay**

**4.3.1 Zoning Overlay: 19th Avenue – Prepare Zoning Overlay**

**4.4.1 Zoning Overlay: Biscayne Boulevard – Prepare Zoning Overlay**

## MONTH

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<p><b>November 2014</b> <b>Major Project: Completion</b></p>
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**2.18 171<sup>st</sup> Street Median: Upgrade (NW 2<sup>nd</sup> to NE 6<sup>th</sup>) (PW)**

**3.33 City Hall Indoor Air Quality (PW)**

**3.34 City Hall: IT Renovation (PW)**

## MONTH

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**December 2014**

- 1.2 Council Decision: Water Direction and Rates**
- 2.7.2 Council Decision: City Landscape Master Plan: Contract for Preparation of Master Plan**
- 2.9.B.3 Council Decision: Abandonment of ROW**
- 3.2.5 Council Decision: Park Maintenance Contract**
- 4.5.2 City Branding: Council Workshop: Entryway Signage**
- 4.6 Council Decision: 163rd Rezoning**

## MONTH

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<p><b>December 2014</b> <b>Other Activities/Milestones</b></p>
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- 2.14 Art in Public Places Ordinance**
- 2.1.4 Parks Master Plan: Complete data gathering**
- 2.19 Norwood Saveall Bridge Project (PU)**
  
- 4.1.2 Zoning Overlay: Dixie Highway – Review by Planning & Zoning Board**
- 4.2.2 Zoning Overlay: Hanford Blvd – Review by Planning & Zoning Board**
- 4.3.2 Zoning Overlay: 19th Avenue – Review by Planning & Zoning Board**
- 4.4.2 Zoning Overlay: Biscayne Blvd – Review by Planning & Zoning Board**
  
- 4.6.1 163rd Corridor Revitalization and Rezoning: Rezoning Report**
- 4.6.2 163rd Corridor Revitalization and Rezoning: Planning and Zoning Board**
- 4.6.4 163rd Corridor Revitalization and Rezoning: Complete Landscape Phase III**

## **MONTH**

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<p><b>December 2014</b> <b>Management in Progress: Completion</b></p>
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**4.8 CRA Market North Miami Beach Program (CRA) – Brochure Revision/CRA Review**

**4.9 CRA Performance Review/Evaluation (CRA)**

## MONTH

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<p><b>December 2014</b> <b>Major Projects: Completion</b></p>
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**2.20 State Road 826 Median: Upgrade Irrigation System(Phase 3) – Golden Glades (PW)**

**2.21 Biscayne Boulevard Restoration Project (PW)**



## MONTH

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**January 2015**

- 2.2 Council Decision: Land Use Study:**
  - A. Highland Village**
  - B. Eastern Shores/ Intra Coastal North**
  
- 2.4.3 Council Decision: Comprehensive Plan: Update (1st Reading)**
  
- 2.7.4 Council Workshop and Presentation: City Landscape Master Plan**
  
- 3.19 Council Decision: 10 Year Water Supply Plan Adoption**

## MONTH

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<p><b>January 2015</b> <b>Other Activities/Milestones</b></p>
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### **2.8.2 Citywide Video Monitoring System: Research Options/Funding Sources**

## **MONTH**

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<p><b>January 2015</b> <b>Management in Progress: Completion</b></p>
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**3.19 10 Year Water Supply Plan: Final Report/Council Approval (PS)**

**3.20 Sanitary Sewer Connections in Highland Village: Enforcement Report (PS)**

## MONTH

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**February 2015**

- 2.6 **Council Decision: Zoning Code (1<sup>st</sup> Reading)**
- 2.3.3 **Council Decision: Annexation Policy and Actions**
- 3.1.3 **Charter Review: City Attorney Review Charter**
- 4.1.3 **Council Decision: Zoning Overlay – Dixie Highway (1st Reading)**
- 4.2.3 **Council Decision: Zoning Overlay – Hanford (1st Reading)**
- 4.3.3 **Council Decision: Zoning Overlay – 19th (1st Reading)**
- 4.4.3 **Council Decision: Zoning Overlay – Biscayne Boulevard (North of 163rd) (1st Reading)**

## MONTH

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<p><b>February 2015</b> <b>Other Activities/Milestones</b></p>
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- 1.2.2 Water Operations Review/Report: Contact Bal Harbour**
- 1.5.4 Employee Compensation and Benefits Policy: Complete Phase 2 Study**
- 2.1.5 Parkland Recreation Master Plan: Complete Community Recreation Needs Assessment**
- 2.4.4 Comprehensive Plan and Update: Submit to State of Florida**
- 2.8.3 Citywide Video Monitoring System: Report with Recommendations**
- 3.1.6 Charter: Submit to Miami Dade County**

## **MONTH**

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<p><b>February 2015</b> <b>Management in Progress: Completion</b></p>
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### **3.21 CNG Study (PW)**

## MONTH

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**March 2015**

- 2.4.6 Council Decision: Comprehensive Plan: Update (2nd Reading)**
- 2.6 Council Decision: Zoning Code (2<sup>nd</sup> Reading)**
- 2.8.4 Council Workshop: Citywide Video Monitoring System, Direction and Funding**
- 3.4.2 Building Department Audit: Public Education Materials/Frequently Asked Questions/Answers (May Newsletter)**
- 4.1.4 Council Decision: Zoning Overlay – Dixie Highway (2<sup>nd</sup> Reading)**
- 4.2.4 Council Decision: Zoning Overlay – Hanford (2<sup>nd</sup> Reading)**
- 4.3.4 Council Decision: Zoning Overlay – 19<sup>th</sup> Avenue (2<sup>nd</sup> Reading)**
- 4.4.4 Council Decision: Zoning Overlay – Biscayne Boulevard (2<sup>nd</sup> Reading)**

## MONTH

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<p><b>March 2015</b> <b>Other Activities/Milestones</b></p>
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- 2.4.5 Comprehensive Plan: Update Receive Feedback from State of Florida**
- 1.2.3 Water Operations Review/Report: Prepare report with recommendations**
- 1.8.1 Review costs for streetlights**
- 3.37 Sewer System Force Main Replacements, Pump Stations Rehabilitation (FY14) (PS)**
- 2.22 Tot Lot Renovation:**
  - B. Columbia (PW/PR)**
  - C. Uleta (PW/PR)**
- 2.5.7 Code Enforcement Policies: Complete Department reorganization and leadership**
- 2.24 Basketball Courts Upgrade:**
  - Highland Village (PW/PR)**
  - Victory Park (PW/PR)**
  - Fulford Park (PW/PR)**



## **MONTH**

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**March 2015**  
**Management in Progress: Completed**

### **3.22 Leadership Institutes for Managers and Supervisors: Enhancement (HR)**

## MONTH

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**April 2015**

**1.13 Grants and Funding Source Report (F)**

**2.1.6 Parks And Recreation Master Plan: Complete Draft Master Plan**

**2.9.B.1 Public Owned Land: Abandonment ROW – Process, Legal Framework, Cost Analysis**

## **MONTH**

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**May 2015**

### **3.1.7 Charter Review: Election**

**MONTH**

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**May 2015  
Other  
Activities/Milestones**

**2.26 YES/McDonald Center Renovation: Restrooms, Kitchens (PW/PR)**

## MONTH

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<p><b>June 2015</b> <b>Other</b> <b>Activities/Milestones</b></p>
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- 1.3.1 Council Memo: Existing Financial Policies**
- 2.7.3 City Landscape Masterplan: Complete Master Plan**
- 2.10.3 Neighborhood Safety/Blue Wave: Full Implementation**
- 3.13 Ethics Training: City Staff, Board Members and Elected Officials (CC)**

## MONTH

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**July 2015**

### **1.3.2 Council Workshop: Financial Policies Review, identification of potential change, direction (MOVE TO 7/15)**

**MONTH**

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**July 2015**  
**Other Activities/Milestones**

## MONTH

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<p><b>August 2015</b> <b>Other Activities/Milestones</b></p>
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- 1.5.5 Employee Compensation and Package Policy: Review Phase 2 results and make budget recommendations for FY16**
  
- 4.11.B FDOT Resurfacing Project: West Dixie Highway (PW)**



## **MONTH**

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**September 2015**

### **4.13 163<sup>rd</sup> Street Sewer Project**

<p style="text-align: center;"><b>TBD</b> <b>Other Activities/Milestones</b></p>
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- 1.1.4 Solid Waste Contract: Negotiate Contract with Vendor**
- 1.1.5 Solid Waste Contract: Council Decision**
- 1.14 Stormwater Billing Corrections (based on Equivalent Runoff United [ERU Audit] (F/CS)**
- 1.15 Pension Reform: Law Suit (CA)**
- 1.16 Comprehensive Pension Review: Annual Report, Council Work Session/Direction**
  
- 2.23 Washington Park: Restroom Renovation, Fence (PW/PR)**
- 2.25 Highland Village Renovation: Restrooms, Kitchen and Flooring (PW/PR)**
- 2.27 Pat Mishcon Field: New Athletic Field (PW/P&R)**
- 2.28 Taylor Park: Clean Up (County Funded) (P&R)**
- 2.3.4 Annexation Policy and Action: Complete Application**
- 2.3.5 Annexation Policy and Action: Submit to County Commission**
- 2.7.4 City Landscape Master Plan: Council Workshop and Presentation**
- 2.10.2 Council Decision: Development Policies and Standards (2nd Reading)**
- 2.9.3 Council Decision: Citywide Owned Land Direction**
- 3.1.5 Charter Review: Council Review and Decision**

- 2.9.3 Council Decision: Citywide Owned Land Direction**
- 2.9.2 Citywide – Plan for All City Properties**
- 3.3.6 ERP Software: Complete Implementation of all Modules 11/17**
- 3.7.3 Fleet Operations: Council decision FY15 Purchase/Funding**
- 3.23 Document Scanning: Phase 2 Historical Documents (CC) 2016**
- 3.24 Automated Meter Reading: Implementation (2016), Monthly Billing (2017) (F)**
- 3.25 City Website: Review and Update, Enhancement (IT) Ongoing**
- 3.26 Recruitment Process: Plan for Each Position, Interview, Training, Update, Tests, Requirements (HR) Ongoing**
- 3.38 City Hall Renovations**
- 4.6 163<sup>rd</sup> Street Corridor Revitalization and Rezoning: Complete Landscape Phase III, Mall Property Annexation, Landscape Project IV**
- 4.12 19<sup>th</sup> Avenue Street and Sewer Project: (181<sup>st</sup> – 185<sup>th</sup> Street)**



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

MEMORANDUM

 Print

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**TO:** Mayor and City Council  
**FROM:** Ana M. Garcia, City Manager  
**VIA:** Richard Lorber, Carlos Rivero  
**DATE:** Tuesday, April 7, 2015

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**RE:** Banner Signs - Discussion of Staff Proposed Amendment

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**BACKGROUND ANALYSIS:** Staff will discuss a proposal for amending the zoning code for signage, to eliminate the requirement for posting a bond in order to have a banner or special event sign.

The North Miami Beach Zoning Code specifies that an applicant requesting a temporary special event or banner permit sign is required to post a cash bond. Staff has found that requiring the posting of such bonds is not a reasonable and effective way to ensure the removal of temporary signs on or before the established expiration date, nor does it serve as a deterrent to violation of any permit conditions. In addition, considerable amount of staff time is required for processing banner refunds, payments, forfeitures, and scheduled inspections.

The amendment will enforce the timely removal of temporary special event and banner signs by assigning responsibility for removal to the property owner and/or applicant and establishes failure to remove the sign as a Zoning Ordinance Violation, which will be handled by Code Compliance.

**RECOMMENDATION:**

**FISCAL/BUDGETARY  
IMPACT:** None.

---

**ATTACHMENTS:**

None



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

**MEMORANDUM**

 **Print**

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**TO:** Mayor and City Council  
**FROM:** Jose Smith, City Attorney  
**VIA:**  
**DATE:** Tuesday, April 7, 2015

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**RE:** Litigation List

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**BACKGROUND ANALYSIS:** As of April 7, 2015

**RECOMMENDATION:**

**FISCAL/BUDGETARY IMPACT:**

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**ATTACHMENTS:**

▣ [Litigation List](#)

**TO: Mayor and City Council**  
**FROM: Jose Smith, City Attorney**  
**DATE: April 7, 2015**

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**LITIGATION LIST**

**I. Civil Rights:**

**II. Personal Injury:**

**III. Other Litigation:**

**IV. Forfeitures:**

\* **CNMB v Blanc**  
**One 2012 Buick Lacrosse**

**V. Mortgage Foreclosures:**

**Deutsche Bank v CNMB (Daniels, D) PROPERTY SOLD**

**Federal National v CNMB (Munoz, R) PROPERTY SOLD**

\* **Green Tree Servicing v CNMB (Rodriguez, O)**

**PHH Mortgage v CNMB (Martinez, R) PROPERTY SOLD**

**RBA Capital v CNMB (Pineyro) PROPERTY SOLD**

**Wells Fargo v CNMB (Mervil) DISMISSED**

**VI. Bankruptcies:**

\*New Cases