



CITY OF NORTH MIAMI BEACH
City Council Meeting
City Hall, Council Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, August 16, 2016
7:30 PM

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

City Manager Ana M. Garcia, ICMA-CM
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.

City Council Meeting Agenda

- 1. ROLL CALL OF CITY OFFICIALS**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
- 5. PRESENTATIONS / DISCUSSIONS**
 - 5.1. Swearing In of Officer Jonathan Perigny (William Hernandez, Chief of Police)**
 - 5.2. Swearing In of Officer Joselito Simon (William Hernandez, Chief of Police)**
- 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. R2016-63 (Jeffrey F. Thompson, P.E., Director of NMB Water)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING AN EASEMENT FROM RDR SEASHORE LLC, TO BE LOCATED ACROSS A PORTION OF THE NORTH 200 FEET OF TRACT "0", NORTH BISCAYNE BEACH AMENDED (AS DESCRIBED IN EXHIBIT "A"), FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.

8.2. Resolution R2016-62 Romero Britto Artwork Donation (Ana M. Garcia, ICMA-CM, City Manager)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ACCEPT A DONATION TO THE CITY, OF A CERTAIN WORK OF ART, AS SET FORTH IN EXHIBIT "A", VALUED AT APPROXIMATELY \$3,420.00 FROM BRITTO CENTRAL, INC.

8.3. Regular Meeting Minutes of August 2, 2016 (Pamela L. Latimore, City Clerk)

9. CITY MANAGER'S REPORT

9.1. Recognition of Summer Interns (Ana M. Garcia, City Manager)

9.2. Procurement Enhancements (Joel Wasserman, Director of Procurement)

9.3. Proposed Zoning Code Amendments (Richard Lorber, Director of Community Development)

10. CITY ATTORNEY'S REPORT

10.1. Litigation List (Jose Smith, City Attorney)

11. MAYOR'S DISCUSSION

12. MISCELLANEOUS ITEMS

Continuation of Budget Discussion (Ana M. Garcia, City Manager)

13. BUSINESS TAX RECEIPTS - None

14. DISCUSSION ITEMS

14.1. Special Election Voter's Guide (City Attorney, Jose Smith)

14.2. City Clerk Contract Review

Annual Review of City Clerk Terms of Employment

15. LEGISLATION

15.1. Resolution R2016-66 (Nadine Lewis-Sevilla, Human Resources Director)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE SELECTION OF THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA FOR ANCILLARY BENEFITS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR ANCILLARY BENEFITS, INCLUDING DENTAL, VISION, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT AND LONG-TERM DISABILITY COVERAGE, IN THE ESTIMATED ANNUAL AMOUNT OF \$316,849.00 FOR FISCAL YEAR 2017, AS RECOMMENDED BY THE CITY'S INSURANCE BROKER OF RECORD, BROWN & BROWN OF FLORIDA, INC.

15.2. Resolution R2016-65 (Joel Wasserman, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RATIFYING THE EXISTING PROFESSIONAL SERVICE AGREEMENTS WITH NINETEEN (19) PRE-QUALIFIED ARCHITECTURAL AND ENGINEERING SERVICE FIRMS FOR VARIOUS PROFESSIONAL SPECIALTIES UNTIL MARCH 31, 2017, AND PROCURED IN ACCORDANCE WITH THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT, SECTION 287.055, FLORIDA STATUTES, AND AUTHORIZING THE CITY MANAGER TO ENGAGE THE FIRMS FOR CONSTRUCTION

PROJECTS IN WHICH THE BASIC CONSTRUCTION COST DOES NOT EXCEED \$2,000,000.00 PER PROJECT, OR FOR STUDY, CONSULTING, AND PROFESSIONAL SERVICE ACTIVITIES FOR WHICH THE FEE DOES NOT EXCEED \$200,000.00; AND AUTHORIZING THE CITY MANAGER TO DEVELOP AND INITIATE THE PROCESS TO ISSUE A REQUEST FOR QUALIFICATIONS SEEKING QUALIFIED ARCHITECTURAL AND ENGINEERING FIRMS FOR CONTINUING SERVICES.

15.3. Resolution R2016-64 (Mac Serda, Assistant City Manager)

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RESCINDING RESOLUTION NO. R2016-40 WHICH CREATED THE MANAGEMENT AND OPERATIONS AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND SPORTS LEADERSHIP AND MANAGEMENT FOUNDATION, INC FOR THE PUBLIC-PRIVATE MANAGEMENT AND OPERATION OF A CHARTER SCHOOL AT THE DELEONARDIS YOUTH CENTER AT ALLEN PARK; AND AUTHORIZING THE CITY MANAGER TO TERMINATE THE MANAGEMENT AND OPERATIONS AGREEMENT.

16. CITY COUNCIL REPORTS

17. NEXT REGULAR CITY COUNCIL MEETING

Tuesday, September 6, 2016

18. ADJOURNMENT



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

MEMORANDUM

 **Print**

TO: Mayor and City Council

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Jeffrey F. Thompson, P.E., Director of NMB Water
Karim Rossy, Chief Engineer, NMB Water

DATE: Tuesday, August 16, 2016

RE: Resolution No. R2016-63 (Jeffrey F. Thompson, P.E., Director of NMB Water)

BACKGROUND ANALYSIS:

The City of North Miami Beach would like to enter into a “Grant of Easement for Water Facilities” agreement package for RDR Seashore LLC, located at 18001 Collins Avenue, Sunny Isles Beach, as described in Exhibit “A” of the attached document. RDR Seashore LLC agreed to grant the City of North Miami Beach an easement for the sole purpose of construction, operation and maintenance of water facilities, including transmission mains, distribution mains, supply pipes, manholes, valves, connections, pumps and all other physical facilities and property installations that are required to water facilities across, under and through the easement area, as may be required by Grantee in connection with its use and operation of water facilities. The grantee, the City of North Miami Beach, will bear any and all operating costs.

RECOMMENDATION: We respectfully recommend your approval for the City Manager or her designee to sign the attached agreement.

FISCAL/BUDGETARY IMPACT: None.

ATTACHMENTS:

- | |
|---|
| <input type="checkbox"/> Resolution R2016-63 |
| <input type="checkbox"/> Easement Agreement - Armani #WM-0328 |

RESOLUTION NO. R2106-63

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND ACCEPTING AN EASEMENT FROM RDR SEASHORE LLC, TO BE LOCATED ACROSS A PORTION OF THE NORTH 200 FEET OF TRACT "0", NORTH BISCAYNE BEACH AMENDED (AS DESCRIBED IN EXHIBIT "A"), FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER FACILITIES.

WHEREAS, the City of North Miami Beach requests that RDR Seashore LLC, 18001 Collins Avenue, 31st Floor, Sunny Isles Beach, Florida 33160, ("RDR") grant a water easement across a portion of the North 200 feet of tract "0", North Biscayne Beach amended, according to the plat thereof recorded in Plat Book 44, at page 42, of the Public Records of Miami-Dade County, Florida, being more particularly described in Exhibit "A"; and

WHEREAS, the City provides water service to the property, and in order to continue to service the property, the City requires access to that certain portion of the property specifically described in Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, RDR has agreed to grant an easement to the City for the sole purpose of construction, operation, and maintenance of water facilities, subject to the terms and conditions in the attached Exhibit "A"; and

WHEREAS, the Mayor and City Council finds it to be in the best interest of the City to approve and accept an easement from RDR for the sole purpose of construction, operation, and maintenance of water facilities on that certain portion of the property, as more particularly described in Exhibit "A".

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

RESOLUTION NO. R2016-63

Section 1. The aforementioned recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby approve and authorize the City Manager, in a form acceptable to the City Attorney, to do all that is necessary to accept the Grant of Easement Agreement from RDR, in substantially the attached form.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **16th day of August, 2016.**

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

GRANT OF EASEMENT FOR WATER FACILITIES.

THIS GRANT OF EASEMENT FOR Water Facilities is made and entered into this _____ day of _____, 20____, by and between RDR SEASHORE LLC, 18001 COLLINS AVENUE, 31ST FLOOR, SUNNY ISLES BEACH, FL 33160, as "Grantor", and the CITY OF NORTH MIAMI BEACH, a municipal corporation duly organized and existing under the laws of the State of Florida, having an address at 17011 N.E. 19th Avenue, North Miami Beach, Florida 33162 hereinafter referred to as "Grantee".

RECITALS

- A. Grantor is the fee simple owner of certain real property described in Exhibit A attached hereto and made a part hereof ("Subject Property").
- B. Grantor has agreed to grant an easement over that certain portion of the Subject Property specifically described on Exhibit "B", attached hereto and made a part hereof (the "Easement Area"), upon the terms and conditions set forth herein.
- C. Grantor has agreed to grant an easement to Grantee for the sole purpose of construction, operation and maintenance of water facilities, including transmission mains, distribution mains, supply pipes, manholes, valves, connections, pumps and all other physical facilities and property installations that are required for water facilities across, under and through the Easement Area, as may be required by Grantee in connection with its use and operation of the water facilities.
- D. Grantee shall bear any and all costs of maintenance, utilities, replacements, repairs, taxes, insurance, and any and all other costs and expenses involved in its operation and use of the water facilities (the "Operating Costs").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Recitals. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

Easement. Grantor hereby grants to Grantee, for the use and benefit of Grantee, its successors and assigns and its agents and employees, a non-exclusive easement over, across, through and under the Easement Area solely for the use, installation, operation, maintenance, replacement and repair of the water facilities located on the Easement Area. Hereafter, unless specified to the contrary; use of the term "water facilities" shall include transmission mains,

distribution mains, supply pipes, manholes, valves, connections, pumps, all other physical facilities and property installations that are required for water facilities.

Maintenance. Grantee agrees to install, maintain, repair and replace (as necessary) the water facilities, or necessary portions thereof, so that same is at all times in good working order and condition and free of material defects, subject only to occasional interruption of service due to (i) ordinary wear and tear and use thereof; (ii) routine or extraordinary maintenance, repair or replacement; or (iii) events beyond Grantee's reasonable control. Grantee shall have the right to select the contractor(s) of its choice in connection with all aspects of installation, maintenance, repair, and replacement of the water facility. Grantee shall only be obligated to restore pavement, curb-gutter, sidewalk and/or sod, to restore the surface of the Easement Area to the condition in which it existed immediately prior to the performance of such work (the cost of which shall be included in Operating Costs). **Any other landscaping, encroachments, structures or other materials on the surface of the Easement Area will not be restored or maintained by the Grantee.**

The Grantor shall at all times, have full and unrestricted access to the Easement Area in order to maintain, repair and replace necessary portions of the surface of the Easement Area. In the event that the water facilities are damaged by the Grantor during any such maintenance, repair or replacement, the Grantor shall make all necessary repairs to the water facilities at Grantor's sole expense.

Encroachments. Grantor agrees to keep Easement area easily accessible, with no structures to be placed within or immediately adjacent to the Easement Area impeding access to the Easement Area. Grantor will immediately remove, at its own expense, any encroachment, or structure located within the Easement Area.

Third Party Agreements. Grantor agrees to immediately notify Grantee of any third parties intending to use, install, or otherwise encroach on the Easement Area.

Noise Controls. Grantee shall use best efforts and, at a minimum, shall comply with industry standards, with respect to controlling noise emanating from the water facilities.

Payment Covenants. Grantee shall be responsible for the Operating Costs of the water facilities. Grantor shall be responsible for any costs associated with damage to the water facilities resulting from Grantor's maintenance, repair or replacement related to the surface portion of the Easement Area.

Term. The term of this Easement shall be perpetual unless terminated by the parties in a writing executed by both. This Easement shall not merge with any deed to the Subject Property or any part thereof but shall survive for the Term (Term) described herein

Successors and Assigns. This Easement shall bind, and the benefit thereof shall inure to the respective successors and assigns of Grantee.

Limitation. It is the intention of the parties hereto that this Easement shall be limited to and utilized solely for the purposes expressed herein.

Indemnification and Hold Harmless. The Grantee will assume and defend all liability of Grantor, with respect to the Grantee's activities within the Easement Area, except for liability arising in whole or in part from the negligence or willful acts of the Grantor, its officers, owners, residents, guests, employees, or any other third party permitted by the Grantor to be within the Easement Area. Nothing contained in this paragraph or elsewhere in this Grant of Easement Agreement is intended to be a waiver of limitations on the Grantee's liability to third parties as set forth in Section 768.28, Florida Statutes; however, the limitations under such statutory provision shall not apply to the Grantee's contractual obligations to defend Grantor and to cover, pay and/or reimburse any and all costs, expenses, liabilities, claims, actions, causes of action, losses, demands and damages, including, without limitation, reasonable attorneys' fees (including the cost of in-house counsel) and disbursements at the trial level and all levels of appeal, relating to death or of injury to persons, or loss of or damage to property, incurred in connection with, use of the Easement Area by the Grantee, except as excluded herein.

Default by Grantee. In the event of a default by Grantee in the maintenance, operation or repair of the water facilities, Grantor shall give written notice to Grantee, specifying the nature of such default. Grantee shall have a period of ten (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Grantee shall have commenced a cure within said 10-day period and is diligently and continuously prosecuting same); failing which Grantor shall have the right to access the water facilities, for the limited purpose of effecting the required repair or maintenance. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the period for cure of such default shall be accelerated to be a period of time determined by Grantor in its sole discretion, but which is reasonable in light of the nature of the emergency. All costs incident to curing a default by Grantee under this subsection A shall be the sole responsibility and obligation of and, accordingly, shall be borne by, the Grantee.

Default by Grantor. In the event of a default by Grantor in the repair of the water facilities resulting from damage caused by Grantor to the water facilities pursuant to Grantors activities provided for herein, Grantee shall give written notice to Grantor, specifying the nature of such default. Grantor shall have a period of ten (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Grantor shall have commenced a cure within said 10-day period and is diligently and continuously prosecuting same); failing which Grantee shall have the right to effect the required repair of the water facilities. All costs incident to repair of the water facilities shall be borne by the Grantor.

Enforcement. In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the material failure of either party to comply with the terms, covenants and conditions of this Easement, the prevailing party in such litigation shall recover from the other

party all costs and expenses incurred or expended in connection therewith, including, without limitation, reasonable attorneys' fees and costs, at all levels.

Venue; Jurisdiction. This Easement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions. Further, all parties hereto agree to avail themselves of and submit to the personal jurisdiction of the Courts of the State of Florida in Miami-Dade County.

Interpretation. No provision of this Easement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

Counterparts. This Easement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

Notices. All notices, demands, requests or other communications required or permitted to be given hereunder shall be deemed delivered and received upon actual receipt or refusal to receive same, and shall be made by United States certified or registered mail, return receipt requested or by hand delivery, and shall be addressed to the respective parties at the addresses set forth in the preamble to this Easement.

Entire Easement. This Easement constitutes the entire agreement between the parties hereto with respect to the specific subject matter hereof and supersedes all prior negotiations, agreements, understandings and arrangements, both oral and written, between the parties with respect to such specific subject matter. This Easement may not be modified in any way, except by a written instrument executed by each of the parties.

Severability. If any clause or provision of this Easement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Easement shall not be affected thereby and shall be legal, valid and enforceable.

[ENDORSEMENTS TO FOLLOW]

Prepared: Jose Smith, City Attorney
City of North Miami Beach
17050 NE 19 Avenue
North Miami Beach, FL 33162 (305) 948-2967

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

GRANTOR:

Zu Fa
RDR SEASHORE, LLC

BY: Eric Fordin

NAME: _____

TITLE: Authorized Representative

Signed, sealed and delivered in the presence of:

WITNESS #1: _____

PRINTED NAME: Fernando J. Meza

WITNESS #2: _____

PRINTED NAME: CHERYL FRABIZIO

STATE OF FLORIDA COUNTY OF _____

Before me personally appeared Eric Fordin and _____, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument of the above named RDR Seashore, LLC, a Corporation, or having produced current drivers license as identification, and severally acknowledge to and before me that they executed such instrument of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation and did/did not take an oath.

WITNESS my hand and official seal, this 18 day of July, A.D. 2016.

Brenda Fernandez
(Signature of Notary)

Brenda Fernandez
(Name of Notary Typed, Printed or Stamped)

Executive Assistant
(Title or Rank)



BRENDA E. FERNANDEZ
MY COMMISSION # FF 978092
EXPIRES: April 4, 2020
Bonded Thru Budget Notary Services

Prepared: Jose Smith, City Attorney
City of North Miami Beach
17050 NE 19 Avenue
North Miami Beach, FL 33162 (305) 948-2967

GRANTEE:

CITY OF NORTH MIAMI BEACH

BY: _____

NAME: _____

TITLE: _____

Signed, sealed and delivered in the presence of:

WITNESS #1: _____

PRINTED NAME: _____

WITNESS #2: _____

PRINTED NAME: _____

STATE OF FLORIDA COUNTY OF _____

Before me personally appeared _____ and _____, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument of the above named _____, a Corporation, or having produced current drivers license as identification, and severally acknowledge to and before me that they executed such instrument of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation and did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, A.D. 20_____.

(Signature of Notary)

(Name of Notary Typed, Printed or Stamped)

(Title or Rank)

EXHIBIT "A"

LEGAL DESCRIPTION:

A City of North Miami Beach Water Easement across a portion of the North 200 feet of Tract "O", NORTH BISCAYNE BEACH AMENDED, according to the Plat thereof recorded in Plat Book 44, at Page 42, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "O"; thence S 03°01'34" W along the West line of said Tract "O", also being the East right of way line of Collins Avenue for 92.31 feet to the Point of Beginning of the hereinafter described City of North Miami Beach Water Easement; thence continue S 03°01'34" W for 30.94 feet; thence S 89°50'21" E for 14.48 feet; thence N 01°45'52" E for 30.23 feet; thence N 86°58'26" W for 13.79 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 2, Township 52 South, Range 42 East, City of Sunny Isles Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 03°01'34" W for the East right of way line of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2014-093-NGVD.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on January 7, 2016, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 

Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

REVIEWED
NMBPUD
OK *Kam Ullalic*

Drawn By MAP

Cad. No. 141287

Ref. Dwg.
2014-093-NGVD

Plotted: 1/7/16 1:27p

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date 1/7/16

Scale NOT TO SCALE

Job. No. 151783

Dwg. No. 1015-128

Sheet 1 of 3

EXHIBIT "A"



APPROVED COASTAL
CONSTRUCTION CONTROL LINE
PLAT BOOK 74 PAGE 25
RECORDED FEBRUARY 10, 1982

BLUE GRASS MOTEL PARCEL
FORTIN, LEAVY, SKILES, INC.
DRAWING #2014-093-NGVD

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.94	S03°01'34"W
L2	14.48	S89°50'21"E
L3	30.23	N01°45'52"E
L4	13.79	N86°58'26"W

TRACT "M"

NORTH 200.00' OF TRACT "O"

AMENDED PLAT
NORTH BISCAYNE BEACH
PLAT BOOK 44 PAGE 42

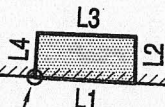
TRACT "O"

POINT OF
COMMENCEMENT
N.W. CORNER OF TRACT "O"

WEST LINE
OF TRACT "O"

S03°01'34"W

92.31'



POINT OF
BEGINNING

COLLINS AVENUE
STATE ROAD A-1-A

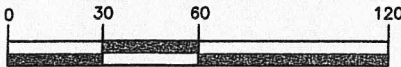
(PUBLIC RIGHT OF WAY)

(OCEAN BOULEVARD - STATE ROAD 140)
(PLAT BOOK 44 PAGE 42)

EAST RIGHT OF WAY LINE
OF COLLINS AVENUE
(STATE ROAD A-1-A)

50.00'
RIGHT OF WAY
PLAT BOOK 44
PAGE 42

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

N.E. 183RD
STREET
(PUBLIC RIGHT OF WAY)

Handwritten: 4/16/16
REVIEWED
NMBPUD

Drawn By MAP

Cad. No. 141287

Ref. Dwg. 2014-093-NGVD

Plotted: 1/7/16 1:27p

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date 1/7/16

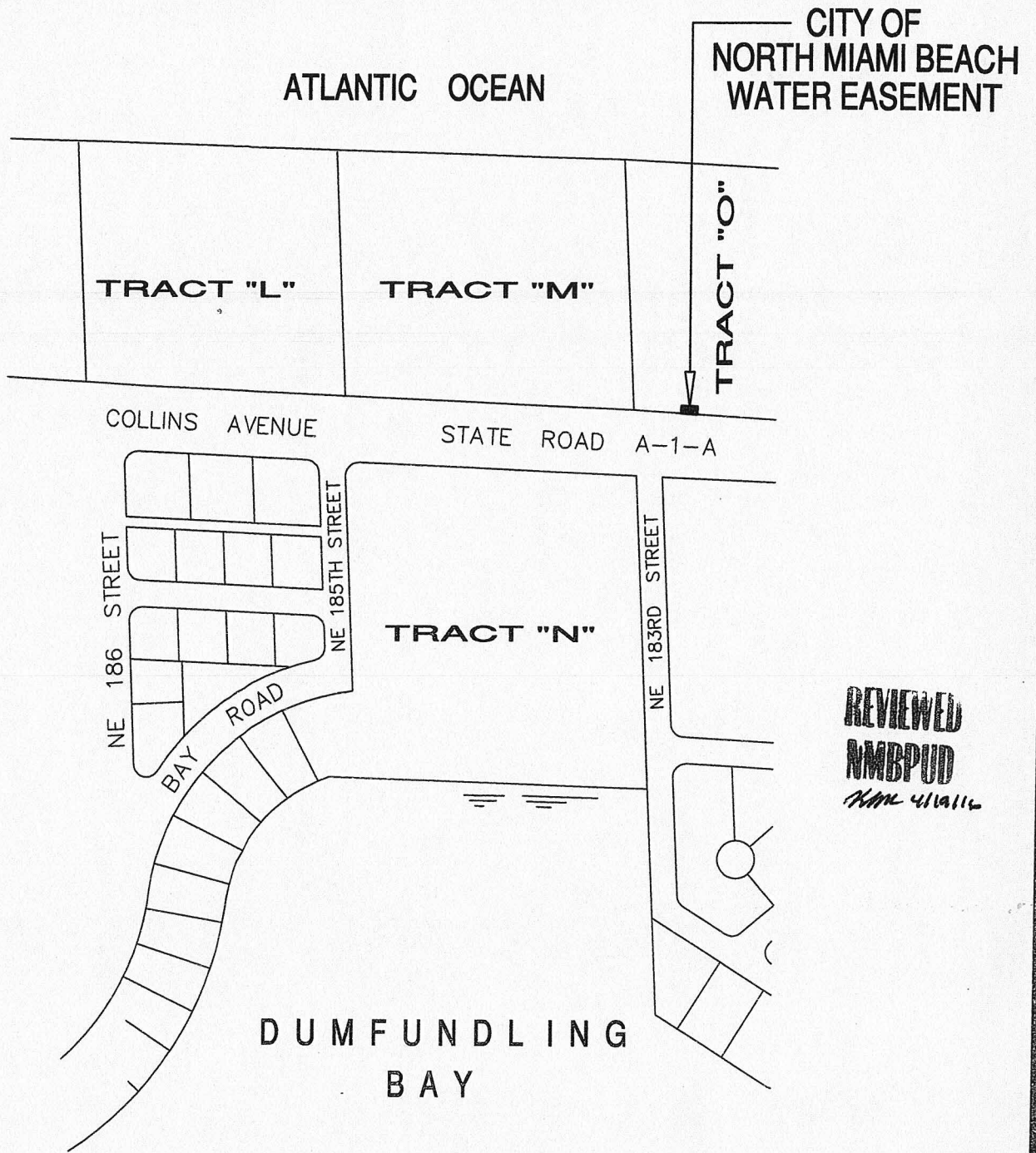
Scale 1"=60'

Job. No. 151783

Dwg. No. 1015-128

Sheet 2 of 3

EXHIBIT "A"



CITY OF
NORTH MIAMI BEACH
WATER EASEMENT

REVIEWED
NMBPUD
MM 4/16/16



[Handwritten signature]

Drawn By	MAP
Cad. No.	141287
Ref. Dwg.	2014-093-NGVD
Plotted:	1/7/16 1:27p

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	1/7/16
Scale	NOT TO SCALE
Job. No.	151783
Dwg. No.	1015-128
Sheet	3 of 3



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, ICMA-CM

VIA: Lynnetta Jackson, Assistant to the City Manager

DATE: Tuesday, August 16, 2016

RE: Resolution R2016-62 Romero Britto Artwork Donation (Ana M. Garcia, ICMA-CM, City Manager)

BACKGROUND ANALYSIS:

On October 1, 2016, we are celebrating our 90th Anniversary.

The City's Administration created a 90th Anniversary planning committee by forming an in-house team to collaborate with Alore Events, professional events planner, to plan, organize, and execute an exciting, fun-filled, community-wide anniversary celebration. In working together with Administration the committee helped to determine the tone and tenor of the celebration.

The committee followed the directive of Mayor & Council and the City's Strategic Plan of making NMB a premier residential community, in part by making the City as beautiful as possible. The City's Comprehensive Plan, Future Land Use Element Policy 1.8.1 includes the creation and/or enhancement of public art. Therefore, the committee solicited donations of artwork. That effort led to a donation of an exclusive commemorative rendering of the 90th Anniversary logo by international artist Romero Britto. Mr. Britto's framed digital design of the 90th logo, filled with his signature "vibrant colors and bold patterns", will be placed in the art gallery of the Marjorie and William McDonald Center in City Hall. His artwork is also adorned throughout the world including locations such as Paris, Sweden, Korea, and Brazil, his home country and the home of the 2016 Olympics.

The acquisition of this art piece is in line with multiple strategic initiatives to improve our City's aesthetic desirability, and the

cost-free nature of this donation is also in accordance with the City's strategic goal of being financially sound.

Although the 90th Anniversary artwork is valued at \$3,420, Mr. Britto is graciously donating his time and talent to the City, as well as, attending the 90th Anniversary celebration for the unveiling of his original piece.

RECOMMENDATION:

The City Manager's Office recommends approval of this resolution.

**FISCAL/BUDGETARY
IMPACT:**

The 90th Anniversary logo artwork is beautiful and cost-free, which makes it both aesthetically and fiscally aligned with the City's Strategic Plan.

No fiscal budgetary impact.

ATTACHMENTS:

- | |
|--|
| <input type="checkbox"/> Resolution R2016-62 |
| <input type="checkbox"/> Romero Britto 90th Logo Artwork |
| <input type="checkbox"/> Agreement |

RESOLUTION NO. R2016-62

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ACCEPT A DONATION TO THE CITY, OF A CERTAIN WORK OF ART, AS SET FORTH IN EXHIBIT "A", VALUED AT APPROXIMATELY \$3,420.00 FROM BRITTO CENTRAL, INC.

WHEREAS, the City of North Miami Beach ("City"), established as part of the unanimously adopted Strategic Plan, the North Miami Beach Vision 2029, to be the most beautiful and safest premier residential community in South Florida; and

WHEREAS, as part of the goal to be the most beautiful community in South Florida, the City looks for opportunities to install art in public places throughout the City; and

WHEREAS, the City's Comprehensive Plan, Future Land Use Element Policy 1.8.1 includes the creation and/or enhancement of public art; and

WHEREAS, Britto Central, Inc. has offered to donate one signed and framed digital print on canvas title "NMB Logo" (Exhibit "A") to the City; and

WHEREAS, NMB Logo will be unveiled at the City's 90th Anniversary Event and placed permanently in City Hall; and

WHEREAS, Romero Britto is the youngest and most successful Pop Artist of this generation and his paintings and sculptures are currently featured on five continents in more than 100 galleries worldwide and included in some of the world's most impressive private collections; and

WHEREAS, the Mayor and City Council determine it is in the best interest of the City to accept the donation for the City of North Miami Beach.

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, Florida, hereby direct and authorize the City Manager or designee, with the City Attorney, to do all that is necessary to accept the donation, valued at approximately **\$3,420.00**.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **16th day of August, 2016**.

RESOLUTION NO. R2016-62

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 & City Council





Remon-76

Agreement for Gift

This Agreement, dated this August day of July, 2016, between Britto Central, Inc. ("Donor"), and the City of North Miami Beach, a Florida non-profit corporation ("NMB"), is as follows:

WHEREAS, Donor desires to make a gift-in-kind to the City of North Miami Beach to be unveiled at the 90th Anniversary Event and thereafter be permanently placed in the City Hall of North Miami Beach.

THEREFORE, the parties hereto agree as follows:

1. The Recitals to this Agreement are true and correct and are incorporated herein.
2. The parties represent to each other that they have the power and authority to enter into this Agreement and that the individuals signing below have the authority to bind their respective parties.
3. The Donor pledges to make a gift to the NMB of the following:
 - One signed and framed digital print on canvas titled "NMB Logo" (item# 66881-16-1-1-0) with a retail value set by the Donor of \$3,420 ("Gift").
4. The Gift will be used as follows:
 - The Donor's gift-in-kind donation is to be unveiled at the 90th Anniversary Event and thereafter be permanently placed in the City Hall of North Miami Beach. (the purpose)
5. NMB agrees that if the Artwork is damaged within the first year, NMB will consult Donor before any restoration and must give Donor first opportunity to restore it. If after one year, NMB should find it necessary to remove the Artwork, Donor will be notified and given first opportunity to re-claim the

Artwork.

5. The Donor expressly disclaims any liability, representation or warranty of any kind in connection with the provision and use of the Gift.
6. The Donor reserves all intellectual property rights related to the Gift, including but not limited to all moral, common law, Federal, and international copyrights, trademarks, trade dress, service marks and any and all other proprietary rights in any artwork and any and all adaptations, treatments, uses and derivative works thereof, including but not limited to registration rights with respect thereto and goodwill associated therewith, in perpetuity and throughout the universe; provided, however, that Donor grants NMB the limited, royalty-free, non-exclusive, non-assignable right to use photographs or images of the Gift in all media worldwide for research, educational, promotional and fundraising purposes (but not commercial use), including by not limited to publications, webpages and web-based publications.
7. NMB grants Donor a limited, royalty-free, non-exclusive, non-assignable right to use NMB name to publicize Donor's donation of the Gift in all media worldwide. Donor acknowledges and agrees that this Agreement shall not create or grant to Donor any title or ownership interest in the name or other intellectual property of NMB.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its conflict of law provisions. Any dispute under this Agreement shall be heard exclusively in a court of competent jurisdiction located in Miami-Dade County, Florida.
9. This Agreement constitutes the sole and entire agreement between Donor and NMB with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement can be amended or modified only by an agreement in writing signed by both Donor and

NMB.

10. Each party acknowledges that it has had the opportunity to retain professional representation for legal, accounting and tax services with respect to this Agreement. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2016.



BRITTO CENTRAL, INC.

CITY OF NORTH MIAMI BEACH

By: _____
Romero Britto
Britto Central, Inc.

By: _____
Name
Title

By: _____
Name
Title

APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION

JOSE SMITH
CITY ATTORNEY
8/9/16
DATE 



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

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Pamela L. Latimore, City Clerk, CMC
VIA:
DATE: Tuesday, August 16, 2016
RE: Regular Meeting Minutes of August 2, 2016 (Pamela L. Latimore, City Clerk)

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

ATTACHMENTS:

[Regular Meeting Minutes of August 2, 2016](#)



CITY OF NORTH MIAMI BEACH
City Council Meeting
City Hall, Council Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, August 2, 2016
7:30 PM

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

City Manager Ana M. Garcia, ICMA-CM
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.

City Council Regular Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The meeting was called to order at 7:36pm. Present at the meeting were Mayor George Vallejo, Vice Mayor Frantz Pierre, Council Members Anthony F. DeFillipo, Barbara Kramer, Marlen Martell, Phyllis S. Smith (arrived after roll call), and Beth E. Spiegel. City Attorney Jose Smith and City Clerk Pamela L. Latimore were also present. City Manager Ana M. Garcia was absent.

INVOCATION by Pastor Nathan Adams, Fulford Methodist United Church.

PLEDGE OF ALLEGIANCE was led by Mayor and Council.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA

Resolution 2016-52 and Resolution 2016-60 were moved from the Consent Agenda to Legislation at the request of Councilwoman Smith.

Resolution 2016-58 was changed and will be read into the record prior to the vote on the Consent Agenda.

Resolution 2016-61 was moved from the Consent Agenda to Legislation due to changes and will be read into the record at the time the item is presented.

A presentation to recognize French artist Stéphane Bolongaro was added.

At the request of Councilwoman Spiegel, a change was made to the Minutes to reflect that she 'made a statement' instead of 'read a statement' during a Point of Order.

Mayor Vallejo moved the discussion on Resolution 2014-15 to after Legislation.

PRESENTATIONS/DISCUSSIONS

Mayor Vallejo and the Council presented a proclamation and key to the city to French artist Stéphane Bolongaro for donating a sculpture to the City of North Miami Beach.

Senior Accounting Manager Barbara Trinka provided a Fiscal Year (FY) 2016 quarterly financial analysis report for the six month period of October 1, 2015-March 31, 2016 which showed an overall net favorable variance due to the timing of revenues and expenditures of \$16.1 million and excluded encumbrances.

Mayor Vallejo opened the meeting for **PUBLIC COMMENT**.

City Clerk Latimore read the rules of public comment into the record and the following person(s) made comments on the record:

1. Mubarak Kazan - 15564 N.E. 12th Ave., North Miami Beach, FL.
2. Terrence Camenzuli - 17151 N.E. 17th Ave., North Miami Beach, FL.

The meeting was closed for **PUBLIC COMMENT**.

There were no **APPOINTMENTS**.

CONSENT AGENDA

Regular Meeting Minutes of July 19, 2016 (Pamela L. Latimore, City Clerk)

Resolution R2016-58 (Nadine Lewis-Sevilla, Director of Human Resources)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO TRANSFER AN AMOUNT OF \$500,000 FROM THE WORKERS' COMPENSATION FUND BALANCE ACCOUNT 050-283000 TO INCREASE THE WORKERS COMPENSATION CLAIMS EXPERIENCE ACCOUNT 050310-549371 FOR THE 2015-2016 FISCAL YEAR.

The 3rd whereas clause in Resolution 2016-58 was changed and read into the record by City Attorney Smith to reflect that pursuant to Section 5 of the 2015-2016 Budget Ordinance, the City Council may authorize the City Manager to transfer funds from one fund, account, or department to another as the necessity for the same may occur.

Resolution R2016-59 (William Hernandez, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE SUBMISSION OF THE FY2016 FLORIDA DEPARTMENT OF LAW ENFORCEMENT, JUSTICE ASSISTANCE GRANT APPLICATION JAG PROGRAM; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE OF ACCEPTANCE OF THE GRANT FUNDS.

Motion to approve the Consent Agenda made by Councilwoman Martell, seconded by Councilwoman Kramer.

MOTION PASSED 7-0.

CITY MANAGER'S REPORT

Deputy City Manager Candido Sosda-Cruz introduced Capital Improvement Projects (CIP) Manager Judeen Johnson who provided a detailed update and budget status report on capital improvement projects throughout the city.

Chief of Police William Hernandez discussed various proactive measures and implementation of Crisis Intervention Team (CIT) changes and autism training courses.

Director of Parks & R.E.C. Paulette Murphy announced the Back to School Health Fair and Bookbag Giveaway on August 11, 2016, the end of summer camp show on August 4, 2016, and a lightning detection and prediction system has been installed at Mishcon Park and more will be added over the next few years at other community centers and playgrounds throughout the city.

CITY ATTORNEY'S REPORT

City Attorney Smith stated that the city was recently served with a new personal injury lawsuit alleging a trip and fall as a result of a cracked sidewalk and the city will be filing an answer and pursuing discovery. City Attorney Smith also announced that a forfeiture case was recently filed for \$30,000 and the city settled and closed a forfeiture matter which resulted in a judgement in favor of the city in the amount of \$5,743.

LEGISLATION

Resolution R2016-52 (Ana M. Garcia, City Manager)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ACCEPT A DONATION TO THE CITY, OF CERTAIN WORK OF ART, AS SET FORTH IN EXHIBIT "A", VALUED AT APPROXIMATELY \$3,319.00 FROM STÉPHANE BOLONGARO.

Resolution 2016-52 was pulled from the Consent Agenda and moved to Legislation.

Motion to approve Resolution 2015-52 made by Councilman DeFillipo, seconded by Councilwoman Martell.

Councilwoman Smith requested that the item be pulled from the Consent Agenda and moved to Legislation because she wanted to confirm that the sculpture would be visibly displayed for enjoyment and safety.

Deputy City Manager Candido Sosa-Cruz stated that the Beautification Committee will publicly discuss and recommend a location for the sculpture to the Mayor and Council.

Voice Vote: MOTION PASSED 7-0.

Resolution R2016-60 (William Hernandez, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING A DONATION OF A DUTCH SHEPHERD CANINE FROM MIAMI CANINE TRAINING INC., TO BE UTILIZED BY THE NORTH MIAMI BEACH POLICE DEPARTMENT'S CANINE UNIT IN CRIME PREVENTION, DETECTION AND APPREHENSION.

Resolution 2016-60 was pulled from the Consent Agenda and moved to Legislation.

Motion to approve Resolution 2016-60 made by Councilman DeFillipo, seconded by Councilwoman Martell.

Councilwoman Smith requested that the item be pulled from the Consent Agenda and moved to Legislation because she asked for corrections and clarification and Chief of Police William Hernandez provided an explanation of the resolution.

The 5th and 6th whereas clauses in Resolution 2016-60 were changed and read into the record by City Attorney Smith to reflect that since the handler is scheduled to retire in approximately two years, upon separation, the City shall offer the handler the rights to the canine and should the handler be unable or unwilling to keep the canine upon his separation, the canine would go back to the City and Police Department.

Voice Vote: MOTION PASSED 7-0.

Resolution R2016-61 (Jeffery Thompson, P.E. Director of Public Utilities and Joel Wasserman, CPPO, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO AWARD INVITATION TO BID 2016-03, BACKFLOW PREVENTERS TESTING, CERTIFICATION MAINTENANCE AND REPAIR TO PIPELINE PLUMBING SERVICES OF BROWARD, INC., AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$70,000.00, FOR BACKFLOW PREVENTERS TESTING, CERTIFICATION, MAINTENANCE, AND REPAIR SERVICES.

Resolution 2016-61 was pulled from the Consent Agenda and moved to Legislation.

Motion to approve Resolution 2016-61 made by Councilman DeFillipo, seconded by Councilwoman Martell.

Chief Procurement Officer Joel Wasserman provided an explanation of the resolution and explained how the money is being allocated.

The title and Section 2 of Resolution 2016-61 was changed and read into the record by City Attorney Smith to reflect that the agreement is in the amount of \$47,900 for backflow preventers testing and certification and \$22,100 for maintenance and repair services with the total amount not to exceed \$70,000.

Motion to amend Resolution 2016-61 to reflect the changes in the title and Section 2 made by Councilman DeFillipo, seconded by Councilwoman Martell.

Voice Vote: MOTION PASSED 7-0.

Ordinance No. 2016-7 On Second and Final Reading (Pamela L. Latimore, City Clerk)

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, PURSUANT TO AUTHORIZATION SET FORTH IN FLORIDA STATUTES, SECTIONS 100.3605(2) AND 166.021(4), AMENDING CITY CHARTER SECTION 9 "GENERAL ELECTIONS" FOR THE LIMITED PURPOSE OF CHANGING THE DATE OF RUNOFF ELECTIONS FROM ONE WEEK TO TWO WEEKS AFTER THE CITY'S REGULAR (GENERAL) ELECTION; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Motion to approve Ordinance 2016-7 made by Councilman DeFillipo, seconded by Councilwoman Kramer.

City Clerk Latimore provided an explanation of the ordinance that will change the date of runoff elections in the city from one week to two weeks after the regular (general) election.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

There were no speakers.

The meeting was closed for **PUBLIC HEARING**.

Roll Call Vote

DeFillipo - **Yes**, Kramer - **Yes**, Martell - **Yes**, Pierre - **Yes**, Smith - **Yes**, Spiegel - **No**, Vallejo - **Yes**.

MOTION PASSED 6-1 on Second and Final Reading with Councilwoman Spiegel opposed.

Resolution R2016-56 Workforce Housing (Richard Lorber, Director of Community Development)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING THE CITY'S STRONG OBJECTION TO MIAMI DADE COUNTY'S PROPOSED MANDATORY WORKFORCE HOUSING ORDINANCE; URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE COUNTY'S METROPOLITAN SERVICES COMMITTEE NOT TO APPLY THE PROPOSED ORDINANCE WITHIN THE CITY OF NORTH MIAMI BEACH OR WITHIN ANY OTHER OBJECTING MUNICIPALITY; AND PROVIDING FOR DISTRIBUTION AND IMPLEMENTATION.

Motion to approve Resolution 2016-56 made by Councilman DeFillipo, seconded by Councilwoman Martell.

Director of Community Development Richard Lorber and City Attorney Smith provided a detailed explanation and encouraged the Mayor and Council to approve the resolution and express a strong objection to Miami-Dade County's proposed workforce housing ordinance.

Councilwoman Spiegel asked if the city made a public records request to the county concerning their data and documents and City Attorney Smith responded that the request Councilwoman Spiegel submitted was the only request pending at this time.

Voice Vote: MOTION PASSED 7-0.

DISCUSSION

Councilwoman Spiegel requested to have a discussion concerning Resolution 2014-15.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH NINETEEN (19) PRE-QUALIFIED FIRMS FOR CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION, AND PROVIDING AN EFFECTIVE DATE.

Councilwoman Spiegel discussed several purchase work orders and contracts that did not come before the City Council for approval and commented on whether or not Resolution 2014-15 needs to be amended. She stated that when something is not a separate line item in the budget and costs a particularly large amount, it should be presented to the City Council to ensure transparency.

Chief Procurement Officer Joel Wasserman discussed the Consultants Competitive Negotiation Act (CCNA), a Florida State Statute that governs how cities procure the services for engineering, architectural, and landscaping services and establishes a Request for Qualifications (RFQ) process.

City Attorney Smith provided a detailed explanation of Resolution 2014-15 and stated that the City Manager was given authority to negotiate and execute contracts with the vendors named in the resolution. He stated that the City Council is allowed to put restrictions and limitations on the City Manager when awarding contracts.

Deputy City Manager Candido Sosa-Cruz announced that the next RFQ resolution will include a dollar amount threshold and expiration dates. He stated that the administration suggested a threshold of \$250,000 and additional language and provisions will be added.

CITY COUNCIL REPORTS

Councilman DeFillipo thanked everyone who attended and watched the meeting and Stéphane Bolongaro for the sculpture donation. He is looking forward to the new training and strategies that the Police Department will be implementing and informed residents to be careful and aware of stagnated water. He was pleased with the quarterly financial analysis report and about the new lightning detection system at Mishcon Park.

Councilwoman Kramer expressed her gratitude and appreciation to Stéphane Bolongaro for donating the sculpture and wished Mayor Vallejo a happy upcoming birthday.

Councilwoman Martell asked for volunteers to get involved and join the Education Committee and the Advisory Committee for Disabled Individuals. She wished Mayor Vallejo a happy upcoming birthday and said the Council is doing everything possible to continue to move the city forward.

Councilwoman Smith announced that she recently turned 70 years old and talked about the Lions Club back to school donation event at Walmart. She advised everyone to protect children and mentioned injuries from activities that happened recently in her family and told residents to encourage people to visit the area.

Mayor Vallejo thanked Stéphane Bolongaro for the sculpture donation and said the new training measures by the Police Department are very important. He announced the Ancient Spanish Monastery Foundation will be hosting the Legacy Awards Gala on September 24, 2016 honoring Congresswoman Frederica Wilson, Mario Murgado of Brickell Motors, and Lauren Book of Lauren's Kids.

NEXT REGULAR CITY COUNCIL MEETING is Tuesday, August 16, 2016.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 10:04pm.

ATTEST:

(SEAL)

Pamela L. Latimore, CMC



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, ICMA-CM
VIA: Nicole Gomez, Chief of Staff
DATE: Tuesday, August 16, 2016
RE: Recognition of Summer Interns (Ana M. Garcia, City Manager)

BACKGROUND ANALYSIS:

We evaluated our former internship program, which consisted of high school students, and concluded that college students would be a better fit for the City. College students need less oversight and our City benefits from more mature and educated students. Additionally, the experience is more advantageous and rewarding for the interns, as older interns will be able to work on more complicated tasks, offering them better experience and skill training.

As such, this summer, the City Manager's Office accepted three interns as part of the City's internship program, all of whom are students pursuing post-secondary degrees at local universities. They helped tremendously with a number of the City's accomplishments over the summer, including the State of the City Address, expanding the City's social media presence, preparing the upcoming year's Legislative Priorities, and some of the summer's Capital Improvement Projects. We will be sad to see them leave once the regular school year resumes, but are also happy to announce that beginning next fiscal year, we will have a year-round internship program.

Expanding the current internship program is an excellent way to work toward realizing our Strategic Goal of being a high-performing City organization providing great customer service – these interns work for little or no pay, while enhancing the productive capacity of the departments they serve and establishing a pool of skilled talent from which the City can recruit employees. The goal date to begin the formal internship program is January 1, 2017. Relationships are in the process of

being established with local universities, as well as technical colleges, to ensure that internship openings are advertised to interested students. Job descriptions will be drafted for each internship in order to have a clear guideline of the intern duties and learning opportunity goals. A program presentation will be made to create a formal process on recruiting, hiring, and employing these interns. It has been an honor and a privilege to work with such a diverse group of interns and look forward to the year-round internship program.

RECOMMENDATION:

FISCAL/BUDGETARY

IMPACT:

ATTACHMENTS:

None



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, ICMA-CM
VIA: Joel Wasserman, Director of Procurement
DATE: Tuesday, August 16, 2016

RE: Procurement Enhancements (Joel Wasserman, Director of Procurement)

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

ATTACHMENTS:

[Procurement Enhancements](#)

Proposed Procurement Code Enhancements

Suggestion	Explanation	Purpose	Strategic Plan Goal
Modify requirements for issuing Purchase Order	Increase the Purchase Order requirement threshold from \$100 to \$1,000 and allow for Direct Payment through authorized written contracts or Procurement Card.	To be consistent with small dollar purchase thresholds on Procurement Cards, help expedite department time in processing payments for the small dollar/open market quotes for non-repetitive lower cost items. Additionally, allows for payment on written contracts.	Provides for a <i>High Performing City Organization</i> , allowing for greater flexibility in responsiveness to community needs.
Cooperative Purchasing	Authorize the Chief Procurement Officer to join with other governmental entities in cooperative purchases.	Cooperative purchase provide for greater purchase power and reduced costs to the organization in soliciting for contracts.	Provides for a <i>Financially Sound City Government</i> , allowing for effective financial planning and delivery of city services in the most cost effective manner.
Electronic bid notifications	Allow for electronic bid notification in place of newspaper announcements.	Utilize electronic media, such as DemandStar and CityNMB.com, in place of newspapers	Provides for a <i>High Performing City Organization</i> , through provide information through current technology.
Performance Bond Requirements	Increase the requirements for performance bonds from \$25,000 to \$100,000.	Higher bond requirements allows for greater completion on smaller projects and in line with State construction contract requirements of \$200,000.	Provides for a <i>Financially Sound City Government</i> , allowing for effective financial planning and delivery of city services in the most cost effective manner.
Award of Bids, Proposal and Contracts	Modify the awards of bids, proposal and contracts with established thresholds for Chief Procurement Officer at below \$25,000, City Manager \$25,000 to \$50,000 and City Council over \$50,000.	Establish new thresholds for clarity and consistency in the approval process for all awards of bids, proposal and contracts. More consistent with other agencies and best practices.	Provides for a <i>High Performing City Organization and Financially Sound City Government</i> with consistent thresholds and authority levels.
Reporting of Emergency Purchases	Modify the emergency procurement language to including reports back to City Council.	Require emergency procurement which exceed the City Manager's spending authority to be reported back to City Council.	Provides for a <i>High Performing City Organization</i> by allowing timing response to emergency procurements.

Proposed Procurement Code Enhancements

<p>Enhance Language on “Piggyback” contracts</p>	<p>Modify the language to include additional agencies, associations and State of Florida or GSA price negotiated contracts. Also mirrors the Chief Procurement Officer, City Manager and City Council approval dollar thresholds.</p>	<p>Provide for additional contracts resources through agencies and non-profit originations comprised of government agencies. Provide greater accountability in the procurement process through the established approval thresholds.</p>	<p>Financially Sound City Government with consistent thresholds and authority levels.</p>
<p>Establishes additional “Exemptions” to the Procurement Process</p>	<p>Provides for exemption to the procurement process for operational effectiveness and procurement best practices.</p>	<p>Provide exemption to the competitive process formal or open market for the following:</p> <ul style="list-style-type: none"> • Software licenses renewals • Servicing or warranty work of equipment by the authorized dealer or manufacture representative. • Advertising in newspaper, periodicals, television, radio, billboards or other formal adverting media • Books, publication technical publications, • Postage • Utilities (water, electric) • Membership fees • Shipping, Freight, storage charges • Groceries • Best Interest/Bid Waiver 	<p>Provides for a High Performing City Organization and Financially Sound City Government through the reductions of costs associated with soliciting open market or formal solicitations or review sole source and best interest exemptions when operational necessary.</p>
<p>Language Clean-up</p>	<p>Various language/text changes, which does not change purpose or intent.</p>	<ul style="list-style-type: none"> • Including the word Purchasing before Agent. • Including he/she • Including definition or clear references to applicable City Code or State Statues 	<p>Provides for a High Performing City Organization, by providing clear, update language in the Code.</p>



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www.citynmb.com

MEMORANDUM

 [Print](#)

TO: Mayor and City Council

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Deputy City Manager
Richard G. Lorber, AICP, Director of Community Development

DATE: Tuesday, August 16, 2016

RE: Proposed Zoning Code Amendments (Richard Lorber, Director of Community Development)

BACKGROUND ANALYSIS:

From time to time the staff of the City's Planning and Zoning Division will make recommendations to amend the City's Zoning and Land Development Code. At this time, staff would propose to present a draft amendment to the Planning and Zoning Board and then to the City Council, to address a number of small changes to those sections of the City Code governing driveways, swales and parking. These are proposed after studying the past few years of Code Compliance violations and the background behind their enforcement efforts.

Basic concepts to address would be the following:

The composition of S.F. driveways - Although 2, 3, and 4 family homes are required to have solid driveways (concrete, asphalt, or pavers), no such requirement now exists for single-family homes. Many homes exist within the City that contain gravel or crushed rock driveways, which may have been permitted in the past. Staff would propose rules to clarify to require all NEW driveways to be concrete, asphalt or pavers, but permitting existing rock and gravel driveways to remain, subject to a requirement to maintain the driveway in good shape and to prevent rocks and gravel from migrating to the street through regular maintenance and sweeping.

Parking on swales - The code is clear that parking on the swale is permitted. However, experience has shown that parking cars on grassy swales continually over the long term leads to deterioration of the grass and degradation of the swale area. Swales are best suited to temporary, overflow type parking on an occasional

basis. Those properties that do not use a driveway to park their cars on their own property, and instead use the swale for regular parking, risk degrading the swale. As part of a comprehensive strategy to ameliorate these issues, staff proposes that the Code be amended to clarify that temporary, short-term parking on swales is permitted, but permanent, continual parking should be located on private-property.

Preferential parking on adjacent swales – Staff has noted that the City of Miami Springs has had an ordinance for several years, which gives owners of property abutting and adjacent to swale areas a preferential right to the usage of such swale areas. The property owner may enforce its preferential rights to the usage swales by requesting that other parties utilizing such areas, without permission or authorization, cease parking on their swale. Staff proposes to craft a similar ordinance for North Miami Beach.

Screening of Utility Sheds in sideyards facing the street –The City Code regulates the placement of utility storage sheds within single-family residential properties, and these regulations prevent sheds in the front yards of properties. However, there is no reference to side yards facing a street (corner lots), and sheds can be overly imposing when placed near the side property line on the corner. Staff would propose a screening requirement for sheds located on corner lots.

Correcting errors and updating language – Several minor corrections are proposed:

Removal of B-3 district (no longer exists)

Clarifying Departmental roles

Correcting scrivener’s errors

Staff proposes to bring these amendments to the P&Z Board in September, and to the City Council shortly thereafter.

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**

TO: Mayor and City Council
FROM: Jose Smith, City Attorney
VIA: Jose Smith, City Attorney
DATE: Tuesday, August 16, 2016

RE: Litigation List (Jose Smith, City Attorney)

BACKGROUND ANALYSIS: Litigation list as of August 16, 2016

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

- | |
|--|
| <input type="checkbox"/> Litigation List as of August 16, 2016 |
| <input type="checkbox"/> Medvinsky disposition memorandum |
| <input type="checkbox"/> Guevara disposition memorandum |

LITIGATION LIST

TO: Mayor and City Council
FROM: Jose Smith, City Attorney
DATE: August 16, 2016

- I. Civil Rights:
- II. Personal Injury:
- III. Other Litigation:
- IV. Forfeitures:

NEW CASES

CNMB v. Souvenir, Linda and Souvenir, Anthony
In re: Forfeiture of a 2010 Mercedes Benz E -550
VIN # WDDKJ7CB9AF002281

CLOSED CASES

CNMB v. Medvinsky
In re: Forfeiture of \$18,743.00 in U.S. Currency \$5743.00 seized

CNMB v. Guevara
In re: Forfeiture of \$1,280.00 in U.S. Currency \$640.00 seized

- V. Mortgage Foreclosures:

NEW CASES

Bank of America v. Wilson Beauvior, Lamerce Beauvior... and City of North Miami Beach et al

- VI. Bankruptcies:
- VII. Other information:



City of North Miami Beach
Interoffice Memorandum

CITY ATTORNEY'S OFFICE

Phone: (305) 948-2939

Fax: (305) 787-6004

TO: CHIEF WILLIAM HERNANDEZ
NORTH MIAMI BEACH POLICE DEPARTMENT

FROM: Michele Samaroo, Assistant City Attorney *MS*

DATE: July 18, 2016

RE: **Forfeiture of: \$18,743.00 in U.S. Currency**
NMBPD Case No.: 2016-0620-05

Attached please find a copy of the Stipulated Settlement in the above-referenced case.

Alex Medvinsky, released and waived any and all claims to \$5,743.00 in U.S. Currency. In exchange for the claimant's full waiver and release of all claims to \$5,743.00 in U.S. Currency, the City of North Miami Beach will return \$13,000.00 of the \$18,743.00 in U.S. Currency to Alex Medvinsky or his legal counsel, Jonathan E. Jordan, Esq..

Pursuant to Sections 932.701-932.7055, Florida Statutes, the \$5,743.00 in U.S. Currency is forfeit to the City of North Miami Beach Law Enforcement Trust Fund for its use and benefit according to law, perfected nunc pro tunc as of the date of seizure, June 20, 2016.

THIS CASE IS NOW CLOSED.

cc: Det. E. Davis
Det. R. Slusher

STIPULATED SETTLEMENT AGREEMENT

This Agreement concerning \$18,743.00 in U.S. CURRENCY is made by and between the CITY OF NORTH MIAMI BEACH ("CITY") and ALEX MEDVINSKY ("CLAIMANT").

The CITY and CLAIMANT acknowledge the benefits inuring to each other by resolving the issue of the vehicle and avoiding further forfeiture litigation, and enter into this Agreement for the sole purpose of preventing same.

In consideration of the mutual benefits, covenants and promises contained herein, the parties agree to settle the matter of the CITY's seizure of \$18,743.00 in U.S. CURRENCY for forfeiture, by the CITY's Police Department on June 20, 2016, reported under Police Case No.: 2016-0620-05, as follows:

CITY agrees to return \$13,000 in U.S. CURRENCY to ALEX MEDVINSKY, and Claimant agrees that \$5,743.00 in U.S. CURRENCY of the seized currency shall be turned over to the North Miami Beach Police Department and placed in the Law Enforcement Trust Fund pursuant to the *Florida Contraband Forfeiture Act* (Fla. Stat. §§ 932.701-932.707), for the use and benefit of the CITY according to the statute's requirements.

Additionally, CLAIMANTS agree to release the CITY, its appointed and elected officials, agents, servants and employees and any other person, firm or corporation from any civil liability or claim arising out of the seizure of the subject currency and vehicle.

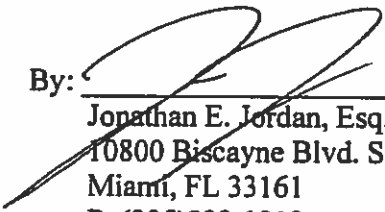
This Agreement is merely a compromise settlement; and CLAIMANT acknowledges that the entry into this Agreement in no way constitutes an admission or confession with regard to any criminal charges and that this Agreement is merely a settlement of a civil matter. All parties agree to this settlement regarding \$18,743.00 in U.S. CURRENCY in the above-styled matter.

Pursuant to Section 932.704(7), Florida Statutes, ALEX MEDVINSKY understands and agrees that he is freely and voluntarily agreeing to enter into this settlement. All parties hereto waive any Court approval pursuant to Section 932.704(7) Florida Statutes.

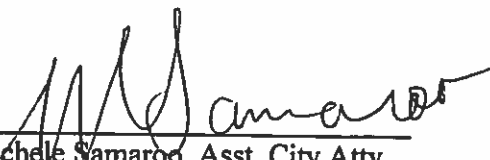
DATED: July , 2016

STIPULATED and AGREED to by:

By:


Jonathan E. Jordan, Esq.
10800 Biscayne Blvd. Suite 900
Miami, FL 33161
P: (305)899-1212
C: (305)785-4947
F: (305)891-2297
e-mail: jjordan@rierjordanlaw.com
Attorney for Alex Medvinsky

By:


Michele Samaroo, Asst. City Atty.
Florida Bar No.: 485209
City of North Miami Beach
Jose Smith, City Attorney
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tel.: (305) 948-2939
Fax: (305) 787-6004
e-mail: michele.samaroo@cityymb.com
Attorney for the City of North Miami Beach

State of Florida)
County of Miami-Dade)

By:


ALEX MEDVINSKY

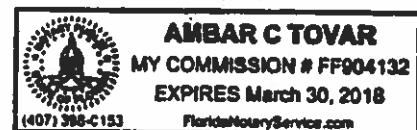
I hereby certify that on this 18 day of July, 2016, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared ALEX MEDVINSKY, personally known to me, who acknowledged and swore that she executed the foregoing document.

By:


Notary Public, State of Florida

Commission Expires:

Page 2 of 2





City of North Miami Beach, Florida
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY'S OFFICE
Phone: (305) 948-2939
Fax: (305) 787-6004

TO: CHIEF WILLIAM HERNANDEZ
NORTH MIAMI BEACH POLICE DEPARTMENT

FROM: Michele Samaroo, Assistant City Attorney

DATE: August 1, 2016

RE: Forfeiture of: \$1,280.00 in U.S. Currency

NMBPD Case No.: 2016-0614-18

Attached please find a copy of the Stipulated Settlement in the above-referenced case.

Eduardo Antonio Guevara, released and waived any and all claims to \$640.00 in U.S. CURRENCY. In exchange for the claimant's full waiver and release of all claims to \$640.00 in U.S. CURRENCY, the City of North Miami Beach will return \$640.00 in U.S. CURRENCY of the \$1280.00 in U.S. CURRENCY to Eduardo Antonio Guevara or his legal counsel, Jay A. White, Esq.. Pursuant to Sections 932.701-932.7062, Florida Statutes, the to \$640.00 in U.S. CURRENCY, is forfeit to the City of North Miami Beach Law Enforcement Trust Fund for its use and benefit according to law, perfected nunc pro tunc as of the date of seizure, June 14, 2016.

THIS CASE IS NOW CLOSED.

cc: Det. R. Florencio
Det. R. Slusher

MS/JJN

STIPULATED SETTLEMENT AGREEMENT

This Agreement concerning **\$1,280.00 in U.S. CURRENCY** is made by and between the **CITY OF NORTH MIAMI BEACH** ("CITY") and **EDUARDO ANTONIO GUEVARA** ("CLAIMANT").

The CITY and CLAIMANT acknowledge the benefits inuring to each other by resolving the issue of the vehicle and avoiding further forfeiture litigation, and enter into this Agreement for the sole purpose of preventing same.

In consideration of the mutual benefits, covenants and promises contained herein, the parties agree to settle the matter of the CITY's seizure of \$1,280.00 in U.S. CURRENCY for forfeiture, by the CITY's Police Department on June 14, 2016, reported under Police Case No.: 2016-0614-18, as follows:

CITY agrees to return \$640.00 in U.S. CURRENCY, and Claimant agrees that \$640.00 in U.S. CURRENCY shall be turned over to the North Miami Beach Police Department and placed in the Law Enforcement Trust Fund pursuant to the *Florida Contraband Forfeiture Act* (Fla. Stat. §§ 932.701-932.707), for the use and benefit of the CITY according to the statute's requirements.

Additionally, CLAIMANT agrees to release the CITY, its appointed and elected officials, agents, servants and employees and any other person, firm or corporation from any civil liability or claim arising out of the seizure of the subject currency and vehicle.

This Agreement is merely a compromise settlement; and CLAIMANT acknowledges that the entry into this Agreement in no way constitutes an admission or confession with regard to any criminal charges and that this Agreement is merely a settlement of a civil matter. All parties agree to this settlement regarding \$1,280.00 in U.S. CURRENCY.

Pursuant to Section 932.704(7), Florida Statutes, EDUARDO ANTONIO GUEVARA understands and agrees that he is freely and voluntarily agreeing to enter into this settlement. All parties hereto waive any Court approval pursuant to Section 932.704(7) Florida Statutes.

DATED: ~~July~~ ^{August 1}, 2016

STIPULATED and AGREED to by:

By: [Signature]
Jay A. White, Esq.
White, White & Associates, P.A.
The White Building • 2nd Floor
1 Northeast 2nd Avenue
Miami, FL 33132
Tel: 305.358.1100
Fax: 305.358.2503
E-mail: Jay@jayawhite.com
Attorney for Claimant Eduardo Guevara

State of Florida)
County of Miami-Dade)

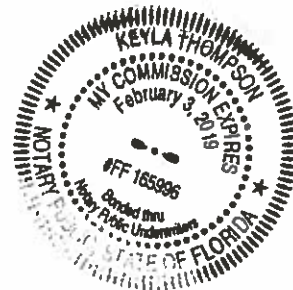
By: [Signature]
EDUARDO ANTONIO GUEVARA

I hereby certify that on this 27th day of July, 2016, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared EDUARDO ANTONIO GUEVARA, personally known to me, who acknowledged and swore that she executed the foregoing document.

By: [Signature]
Michele Samaroo, Asst. City Atty.
Florida Bar No.: 485209
City of North Miami Beach
Jose Smith, City Attorney
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tel.: (305) 948-2939
Fax: (305) 787-6004
E-mail: michele.samaroo@citynmb.com
Attorney for the City of North Miami Beach

By: [Signature]
Notary Public, State of Florida

Commission Expires:





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, ICMA-CM
VIA: Jose Smith, City Attorney
DATE: Tuesday, August 16, 2016
RE: Special Election Voter's Guide (City Attorney, Jose Smith)

**BACKGROUND
ANALYSIS:**

RECOMMENDATION: Approval is recommended.

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

- | |
|--|
| <input type="checkbox"/> Memorandum re - Voter's guide |
| <input type="checkbox"/> Voter's Guide |



City of North Miami Beach Memorandum

CITY ATTORNEY'S OFFICE
Phone: (305) 948-2939
Fax: (305) 787-6004

TO: Honorable Mayor George Vallejo
Members of the City Council

CC: Ana Garcia, City Manager
Pamela Latimore, City Clerk

FROM: Jose Smith, City Attorney

DATE: August 16, 2016

RE: City Attorney's Presentation to City Council for its approval of the City's Draft Voter's Guide for the City's November 8, 2016 Special Election.

At its July 26, 2016 meeting, the City Council adopted City Resolution No. 2016-55 approving funding and an expenditure of up to and not exceeding \$20,000.00 for the public purpose of informing and educating the City's voters regarding the City's ten (10) ballot questions on the City of North Miami Beach's November 8, 2016 Special Election ballot, and directing the City Attorney to present the draft Voter's Guide to the City Council for its approval.

Accordingly, the City Attorney has prepared and thus presents to the City Council for its approval the attached draft Voter's Guide, which presents fact-based explanations of the City's ten ballot questions, in accordance with requirements of the State Election Code. Upon Council approval, the Voter's Guide will be translated into Spanish and Creole, and then mailed to the City voters by the first week in October, 2016.

In addition to the Voter's Guide, other methods of voter-education may be discussed for the purpose of ensuring voter opportunity to learn about the ten ballot measures.

VOTER'S GUIDE

CITY OF NORTH MIAMI BEACH'S NOVEMBER 8, 2016 SPECIAL ELECTION: ADOPTION OF NEW CITY CHARTER & RELATED CHARTER AMENDMENTS

GENERAL INFORMATION--DATES:

- ✓ **October 11, 2016:** Deadline to register to vote.
- ✓ **October 24-November 6, 2016:** Early Voting (vote at any of the Miami-Dade County Early Voting sites (for list of County sites contact # 305-499-VOTE (8683)), including the following site located within the City of North Miami Beach:
 - North Miami Beach City Hall: 17011 NE 19th Ave, Miami, FL 33162--1st floor lobby.
- ✓ **November 2, 2016:** Deadline to request a vote-by-mail ballot.
- ✓ **November 8, 2016:** Election Day (vote at the designated precinct printed on your voter registration card issued by Miami-Dade County).

PURPOSE OF THIS VOTER'S GUIDE:

This Voter's Guide has been prepared to provide the City of North Miami Beach's voters with fact-based explanations of the ballot questions on the City's November 8, 2016 Special Election ballot, so that voters may, in casting their votes, be more informed with the City issues presented to them at the polls. In addition to mailing this Voter's Guide to City residents, the City has also placed this Voter's Guide on the City's website at www.citynmb.com, and will periodically broadcast the Guide on NMB TV at Channel 77 during the 4 week period before the November 8, 2016 Election. The explanations below are intended to provide general information concerning the City's ballot measures. The public is encouraged to contact the City Clerk's Office at (305) 948-2994 for more information. Additional voting registration and ballot information may also be obtained by contacting the Miami-Dade County Elections Department: Telephone # 305-499-VOTE (8683), TTY #305-499-8480.

BACKGROUND:

On July 26, 2016, the North Miami Beach City Council scheduled a November 8, 2016 City Special Election for the purpose of presenting ten (10) ballot questions to the City's voters. These 10 ballot questions all concern amendments to the City's "Charter", which is considered the City's "Constitution". The Charter establishes the City's form of government, the general powers and duties of the City Council, provisions for elections, budgets and ordinances, and Charter officers.

Beginning in 2014, the City Council held several workshops and determined that the existing City Charter, in effect since March 9, 1958, needed revision due to obsolescent and redundant provisions. On July 21, 2015, the Council established a Charter Review Committee, to review the Charter and provide the Council with a report of recommended changes. The Charter Review Committee's recommendations were evaluated by the City Council. Several Council workshops were held this year, resulting in the Council's decision to present the voters with the ballot questions listed below, proposing repeal of the current City Charter and providing in its place a new Charter, and other related substantive Charter amendments.

BALLOT QUESTIONS WITH EXPLANATIONS:

➤ **New City Charter for City of North Miami Beach.**

Shall the City Charter be repealed and replaced with a new reformatted/amended Charter, to conform/update municipal home rule powers granted by Florida law; incorporate non-substantive stylistic changes; delete obsolete/redundant/preempted language; restructure City’s Codebook by moving into Code “Canvassing Board” and “Water Board” sections, and Charter-designated City Departments (excluding Legal and Police); while retaining existing “Citizen’s Bill of Rights”, “Boundaries”, “Form of Government”, Charter Officer designation, and “Initiative/Referendum”?

Explanation: The City’s existing Charter dates back to 1958. Since laws governing cities in the State of Florida have changed giving cities expanded powers referred to as “municipal home rule”, the Charter has largely become obsolete, redundant and/or preempted (Federal, State or County laws control over certain Charter language), resulting in an outdated and at times unworkable Charter. The existing Charter is also lengthy and has a disorganized format, making it difficult to interpret and understand (for example, the Charter contains language dealing with matters of City administration regarding certain City Departments and Boards that will be moved from the Charter into the City Code where most of administrative matters are presently addressed). In order to address these concerns, and make the City’s Charter a concise and more clearly-worded document, the above ballot question proposes repeal of the City’s current Charter and adoption in its place of a new Charter.

The new Charter retains the existing Charter’s basic provisions (the City’s “Citizen’s Bill of Rights”, the boundary description, the “City Council-City Manager Form of Government”, the Charter Officers, and election-related matters dealing with “Initiative and Referendum”). The new Charter also retains language ensuring that it will not affect the City’s rights, obligations, contractual duties and relationships now existing by law or agreement, and provisions ensuring that all City ordinances in effect upon adoption of the new Charter (to the extent not inconsistent with said Charter) shall remain valid. Finally, the new Charter retains existing Charter language allowing the City Council as well as the City’s residents the ability to propose future amendments to the Charter.

Copies of the new City Charter (as well as a “redline” copy of the existing Charter showing specific notations reflecting basis for the proposed changes) are available by contacting the City Clerk’s Office.

* * *

➤ **Number of Regular City Council Meetings.**

Shall the City Charter be amended to reduce the number of regular City Council meetings from twice monthly to no less than 11 monthly meetings per year, with City Council to adopt by November 1 of each year a Resolution setting forth the schedule and number of Council meetings for the following calendar year?

Explanation: The City Charter requires that regular City Council meetings be held on the first and third Tuesday of each month. This twice monthly meeting schedule cycle has caused disruptions in City government because rather than addressing the day-to-day needs of the residents, the City Administration and Legal Department are required instead to focus their time and efforts on preparing agenda items. Reducing the number of Charter-designated regularly scheduled annual meetings of the City Council to a *minimum* of 11 monthly meetings per year will enable the City to more efficiently organize and prepare for its Council meetings, deal with residents’ concerns and reduce expenses. The City will retain the ability to schedule additional meetings of the Council, if necessary.

* * *

➤ **City Manager.**

The Charter provides that City Manager is hired provisionally for first six months and thereafter reappointed for one year terms, and upon serving five or more years is reappointed for 2 year terms with removal for cause only--shall the Charter be amended to delete these restrictions thus granting City Council greater flexibility in determining terms of City Manager's employment, and to clarify/further define existing powers and duties of City Manager?

Explanation: The City Charter adopted in 1958 provides for a "Council-Manager form of government. All powers of the City are held by the City Council except those given to the City Manager, City Attorney and City Clerk. The City Manager is appointed by the City Council to serve as the Chief Administrative Officer of the City to oversee the administrative operations, implement its policies, and advise the Council. As the top appointed official in the City, the City Manager is responsible for almost all of the day-to-day administrative operations of the City government.

Under a Council-Manager form of government, City Managers remove City government from politics, and place management of the City into the hands of a professional administrator. The existing City Charter provisions, however, impede the City Council's ability to recruit and select candidates by imposing limitations on the Council's ability to negotiate terms and length of contract, and by imposing restrictions on the Council's ability to remove the Manager who may only be removed "for cause". To enhance the Council's ability to recruit and retain qualified candidates for the office of City Manager, the City Council is proposing the above Charter amendment which deletes these Charter restrictions concerning the City Manager's tenure, hiring and removal. Approval of this ballot measure by the voters will not change the requirement that the City Manager's appointment take place at a public meeting of the City Council, with transparency and full disclosure of contract terms.

Finally, this proposed Charter amendment clarifies, consolidates and defines existing powers and duties of the City Manager so that the Charter's content may be more understandable to the public.

* * *

➤ **City Attorney and City Clerk.**

Shall the City Charter be amended to clarify and further define existing powers and duties of the City Attorney and City Clerk, and to also grant City Council optional authority to retain a law firm to serve as City Attorney instead of in-house City Attorney?

Explanation: Under the City Charter, the City Council appoints a City Attorney to serve as the City's Chief legal counsel to represent the City in all legal matters and advise the Council and City Administration, as needed. The City Attorney and staff in the Legal Department are City employees. The proposed Charter amendment grants the Council the option to appoint (as presently provided in the Charter) an in-house/employee to serve as City Attorney *or* to appoint a private law firm to serve as the City's Attorney, providing the Council with more candidates to choose in selecting a City Attorney. Finally, this proposed Charter amendment clarifies, consolidates and defines existing powers and duties of the City Attorney and those related to the City Clerk, so that the Charter's content may be more understandable to the public.

* * *

➤ **Change of City's General Election Date.**

Shall the City Charter be amended to change City's General Election date from May of odd-numbered years to November of even-numbered years (commencing with City's General Election in

2018), change candidate qualifying dates to correspond to November elections, and provide a one-time limited extension of 18 months to terms of incumbent Council members to implement this change in election date?

Explanation: Currently, the City’s General Election (for election of the Mayor and Councilpersons) takes place in May of every odd-numbered year, followed by a Runoff Election if such candidates do not receive a majority of votes cast. This ballot question proposes a Charter amendment to change the City’s General Election date from May of odd-numbered years to November of even-numbered years, beginning with the City’s General Election in 2018. The reason for this change is that a November election (occurring during a Countywide election with potential Federal/State/County/School Board/Judicial races on the ballot) will increase voter participation and result in cost-savings since conducting the City’s election at the time of a Countywide election avoids the need for the City to schedule a costlier stand-alone City election. This proposed change in election date, providing for the City’s election issues to be on a Countywide November ballot, is consistent with the recommendations of the Miami-Dade County Elections Department (which conducts City elections).

Inasmuch as the proposed change in election date will require a change in the corresponding dates for qualifying for elected office, this proposed Charter amendment also provides for a change to the qualifying dates to correspond to the November election cycle. To accomplish the election date revision, this Charter change will also impose a limited *one-time* extension of terms/holdover for sitting members of the City Council, so that:

- the 4-year term of office of the Mayor and of Councilperson groups 3, 5, and 7, which would otherwise expire in May 2019, shall instead expire in November 2020 (extending these terms of office by 18 months); and
- the 4-year terms of office of Councilperson groups 2, 4, and 6, which would otherwise expire in May 2017, shall instead expire in November 2018 (again, extending these terms of office by 18 months).
- Once the above has been accomplished, persons elected to the City Council will serve for the 4-year term of office currently established in the Charter.

* * *

➤ **Term Limit & Service of Full Term.**

The Charter establishes Councilmembers’ four-year “term” and eight consecutive years “term limit”, with ability to run again after 2 year break in service. Shall the Charter be amended to:

- **clarify language by changing “eight consecutive years” to “2 consecutive four-year terms”;**
- **provide Councilmember’s service exceeding 50% of a term (including to fill Council vacancy) constitutes a full “term”;**
- **limit Councilmember to one additional term when term limit not met due to 50% rule?**

Explanation: The City Charter provides that each term of office for a seat on the City Council is four years and establishes a “term limit” for Council members so that a person may serve on the City Council for up to eight consecutive years, and be able to run for office again after being out of office for two years. Inasmuch as the Charter’s reference to “eight consecutive years” is the same as “two consecutive four-year terms”, this ballot question proposes the change to clarify the Charter’s references to the word “terms”.

Also to make the Charter’s term limit provisions clear and close potential loopholes, this ballot measure provides that:

- 1) a Council member serves a full “term” when that person serves more than 50% of a term (making clear that a Council member will have served an entire term regardless of whether that person has served the entire 4 years in office); and
- 2) a Council member elected to two consecutive four-year terms but did not meet the Charter’s term limit due to the 50% rule (whereby that Council member did not serve more than 50% of either term), is limited to only one

additional term. The Charter retains the mandatory two year break in service before he/she may run for office on the Council again.

* * *

➤ **Civil Service.**

Shall the City Charter be amended to delete the “Civil Service” (including the “Civil Service Board” and provisions concerning the Board’s composition and authority), delete limits on provisional hiring and tenure of Department Heads appointed by the City Manager, and eliminate from Civil Service certain employment rights (including removal or discipline for cause, return to civil service position, Board rules, and appeals to Board), subject to union bargaining if necessary?

Explanation: The City Charter provides for a “civil service system” for City employees. City employees are either “classified” or “unclassified.” Most employees are “classified.” The civil service system is run by a Civil Service Board composed of two employees and five voters of the City who are not employees. The Board has many functions, such as hearing employee appeals from grievances, giving employment examinations and adopting personnel rules.

The Board may overrule decisions of the City Manager or City Attorney to discipline classified employees if the discipline was not based on sufficient “cause.” The Charter also says that department heads appointed by the City Manager may only be fired for “cause” after they work for six months. It also says that, after a City Manager or any department head he or she appoints has worked for five years, they shall be reappointed for two-year terms and may only be fired for “cause.”

Most functions of the civil service system are already done by the City Department of Human Resources. For example, the contracts with labor unions include procedures for arbitration and prohibit the covered employees from using the Civil Service Board for those grievances. Human Resources handles hiring and many other personnel functions. For all employees, including those who are not represented by a union, federal, state and local laws protect them from improper employer actions that previously were the subject of civil service grievances. The civil service system often slows down personnel decisions by the City such as hiring, firing, promoting or disciplining.

* * *

➤ **City Council’s Acceptance of Election Returns; Election to Fill Vacancy on Council.**

Shall the Charter be amended to:

- **change timing of City Council’s acceptance of election returns from Election night to the second business day following the official certification of final election returns; and**
- **change timing of special election to fill vacancy on Council from 35-60 to 35-90 days after vacancy occurs, and establish procedures for filling of vacancy caused by resignation?**

Explanation: This ballot question proposes Charter changes to update the City’s election process related to 1) the City’s acceptance of elections returns and 2) scheduling of City elections to fill a vacancy on the City Council. Voter approval of these changes will bring the Charter’s language into current practice to conform with procedures by the Miami-Dade County Elections Department.

Although the Charter states that election returns (and the related swearing in of newly-elected members of the City Council) are accepted by the City Council on election night, this Charter provision is outdated because the County’s Elections Department no longer issues the final election returns on election night but now issues the final election returns *several days after the election*—the swearing in of newly-elected officials on election night is not workable since the election results are not final until the County makes its official certification of final election returns. To ensure that the City’s actions accurately reflect the official final public vote count, this

Charter amendment provides that the City Council’s acceptance of election returns (and swearing in of new Council members) will occur *after* the City’s receipt of the County’s Official Certification of Final Election Returns.

This ballot measure also addresses the City’s process related to scheduling elections to fill a vacant seat on the City Council by expanding the time for such elections from 35-60 days after vacancy occurs to 35-90 days after such vacancy—this change provides the City a greater choice in available election dates which (depending upon the timing of when a vacancy occurs and the availability of upcoming Countywide elections) allows the City greater opportunity to schedule such elections at the same time as a Countywide election (which results in greater voter turnout and cost savings to the City), while also allowing the City to address prior requests of the County Elections Department for increased advance notice preceding an election.

Finally, this Charter amendment establishes procedures to address situations when a vacancy on the City Council has occurred due to a Councilmember’s resignation, providing the City Council greater flexibility when scheduling election dates to fill such vacancy, consistent with the City’s goal of encouraging greater voter turnout and election-related cost savings to the City.

* * *

➤ **Reducing Quorum of City Council.**

The City Charter provides that in order for the City Council to take action at any Council meeting, a “quorum” of the Council consisting of five of the seven Council members must be present. Shall this “quorum” be reduced from five Council members to four Council members, as authorized by Florida law?

Explanation: The City’s Charter provides that a “quorum” of five Council members must be present at any of its meetings for the Council to take formal action. Pursuant to a 1973 Florida Statute, however, a City’s quorum may lawfully consist of a majority of its members, which in the City of North Miami Beach means that a quorum could consist of four Council members (instead of the present five). This proposed Charter amendment asks the voters if the Charter should be amended to change the City Council quorum from five Council members to four Council members. The Council has placed this matter on the ballot with the expectation that a reduction in quorum will promote the Council’s ability to make timely decisions, if faced with difficulty in obtaining a quorum at Council meetings (due to Council members’ absences or recusals).

* * *

➤ **Changing name of “City Council” to “City Commission”.**

The City Charter refers to the seven-member governing body of the City of North Miami Beach as the “City Council”, and its members as “Mayor and Councilpersons” or “Councilmembers”. Shall the Charter be amended to change the name of “City Council” to “City Commission”, change the name of its respective members from “Mayor and Councilperson”/“Councilmembers” to “Mayor and City Commissioners”, and to conform all related Charter references to this name change?

Explanation: The Charter’s 1958 designation of the City’s governing body as “City Council” is unwieldy and burdensome as it requires gender references (“Councilman” or “Councilwoman”). Accordingly, this ballot question asks voters’ approval of the change in name from “City Council” to “City Commission”. This name change will not effect any other Charter provisions, including those concerning the City’s form of government and/or matters pertaining to composition and duties of the City’s elected officials.

* * *



City of North Miami Beach *Office of the City Clerk*

TO: Honorable Mayor and Council
FROM: Pamela L. Latimore, CMC, City Clerk
DATE: August 10, 2016

RE: Annual City Clerk Contract Review

Attached for your review you will find a list of duties and responsibilities for the Office of the City Clerk. Additionally I have attached a salary request, list of duties/responsibilities, and salary comparisons for the City Clerk's position from surrounding cities as well as cities that are close in population. As your City Clerk it has been my mission to provide the needed leadership to carry out the many mandated duties of this position. I have strived to provide excellent customer service to our internal and external customers. As the municipal secretary for this wonderful city I am faced with the challenge of serving every department, employee, and all 43,000 plus residents on a daily basis. These service requests are varied in nature and as diverse as the population in which I serve, so my staff and I work hard to uphold the RISE standards and carryout goals that drive the direction of our strategic plan.

When I was appointed as the Clerk in 2011, I was appointed below the salary level of a City Clerk with my level of experience, education, and for a city of this population, I accepted the challenge of the then citing council and recognized all the financial challenges that not only this city was facing but the challenges that many communities were facing at that time; but while my salary may have been below average my level of service and commitment to the elected body, administration, and the residents of the city has never been anything less than excellent. Year after year I have come before you with a request to be compensated at that level that not only other persons who hold this position in other municipalities but also at the level that various other city executives are compensated. As one of your three charter officers I would ask that my compensation package commensurate with the title and the enormous amount of responsibility that comes with it. It is with great honor that I look forward to continuing in this position of service to you and the wonderful community of North Miami Beach.

CC: Nadine Lewis-Sevilla, Director of HR.



City of North Miami Beach

Office of the City Clerk

TO: Lori McWilliams, Chairperson
Members of FACC Nominating Committee

FROM: Pamela L. Latimore

DATE: March 17, 2015

RE: SE District Director

It is with great pleasure that I submit to this committee the needed documentation to be elected as the FACC South East Director. Although I have had the opportunity to serve in this capacity for the past 4-5 months I consider it to be an honor if I am allowed by my peers to remain as their SE Director.

I am amazed at the amount of time and dedication that the FACC Directors and Chairpersons put into carrying out their duties individually and collectively, I would like to continue to be a part of this amazing work. I thank you for the opportunity to serve.

Sincerely,

Pamela L. Latimore, CMC

The office of the City Clerk Ongoing Projects

- An ongoing review of the City Code.
- Reviewing, and dispositioning of records and documents that may not need to be retained in city onsite storage and offsite facility.
- Update Election Policies and Procedures as mandated by the State of Florida and Miami Dade County.
- Assisting with the preparation and coordination of Campaign and Ethics training for city staff, members of boards, commissions, committees and elected officials.
- Ongoing Implementation of Laserfiche, an Electronic Document Management Program that will streamline the efficiency of responding and providing Public Record Requests and assist with the creation of a “less paper” office.
- Conversion of over a 100 reels of micro-film into electronic format for uploading into Laserfiche (Document Management System).
- Complete Indexing and Scanning of City Documents to be uploaded into Laserfiche (Document Management System). Resolutions, Ordinances, Agreements, and Minutes from incorporation of city to present.
- Quarterly training of City Clerk Staff (Records Management, Election Laws and Mandates, Financial Disclosure Reporting etc.)
- City Staff training on Records Management and Policies and Procedures.
- Coordinating Special Election after extensive Charter Review process
- Assisting Departments with research for 90th Year Anniversary celebration.

Professional Appointments

- FACC Vice President
- FACC (Florida Association of City Clerks) Appointment to Florida League of Cities Legislative Policy Committee (Urban Administration Committee)
- FACC (Florida Association of City Clerks) Appointment to Mentoring Committee
- FACC Editor of City Desk (Professional News Letter)

List of City Clerk Office Duties:

City Records Custodian/ Retain and Maintain All City Documents

City Ethics Officer

Municipal Supervisor of Elections

Financial Disclosure Liaison (Elected Body, Charter Officers, Staff, and Board, Committee, and Commissions)

Clerk Services for Red Light Camera Hearings

Attend Meetings of the Mayor and Council.

Attest and Maintain Legislation/Agreements/Contracts

Prepare Minutes of Meetings.

Coordinate, Prepare, and Distribute Meeting Agendas

Respond to All City Public Records Requests (Internal and External)

Advertise and Notice Public City Meetings (All media formats)

Maintain Tracking of Boards, Committees, and Commissions (Applications, Appointments, and Orientation)

Coordinate and Facilitate Ethics, Records Management, and Election Trainings

Maintain Meeting Calendar

Swearing In/ Administering Oath of Office

Codification of City Code

Attend Bid Openings

Maintain Vehicle Inventory (Titles, Tickets, Violations)

Notary Services (Internal and External)

Garage Sales Registrations

Maintain Board, Committee, and Commissions Calendar on Web and Informational Board

Lobbyist Registration

Write and Prepare City Proclamations/ Organize Meeting Presentations

Answer and Respond to Request for Information (Internal and External).

Distribute and notify various departments of Legislative Items as passed.

Budget Preparation/ PO's/Budget Transfers/Staff Payroll/ Daily Cash Receipts

Record Liens

Salary Survey

Municipality	Population	Tenure	Experience	Annual Salary	CELL	Car allowance	Health Ins.	Pension
City of Aventura	55,000	2years	10 years	110,210	YES	500 month	100% Single 50% dependent by city	401 Sick, Vacation
City Coral Gables	48,000	10 years	20 plus years	147,244	yes	450 month	Family coverage city paid	Defined Benefit Sick, Vacation, Expense Account
City of Doral	47,000	2 years	4 years 2 as Deputy	87,000	yes	500 month	Pay by City	401 Sick, Vacation, Expense account
City of Margate	58,000			125,848	yes	300 month	YES	Defined Benefit
City of Coconut Creek	55,000	2 years		110,000	yes			FRS Sick, Vacation
City of Miami Gardens	109,000	10 years	20 plus	123,667	yes	200 month	Family Coverage city paid	FRS Sick, Vacation
Hallandale Beach	44,000	2years	5 years	87000	yes	250	Family coverage paid by city	401
Village of Pinecrest	18,408	10plus		120,000 To 130,000	yes	yes	yes	Sick and Vacation
Palmetto Bay	23,843	vacant						Salary Range 80,000-95,000 DOQ
City of NIMB	43,533	5.5 years	15 years	95,000	yes	300 month	Employee paid coverage	401

Salary request:

Increase of annual salary from 95,000 a year to 115,000 a year.

One (1) additional vacation day for every year of service.



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, ICMA-CM
VIA: Nadine Lewis-Sevilla, Human Resources Director
DATE: Tuesday, August 16, 2016

RE: Resolution R2016-66 (Nadine Lewis-Sevilla, Human Resources Director)

BACKGROUND ANALYSIS: The City's health insurance broker, Brown & Brown of Florida, Inc., went to market and obtained various proposals for ancillary coverage in the market. Ancillary benefits includes Dental, Vision, Life, Accidental Death & Dismemberment, Disability, and Long-Term Care. The current ancillary carriers are MetLife and Lincoln.

RECOMMENDATION: Based on the broker's recommendation, we are requesting to replace the current carriers with one (1) provider: Guardian. Guardian Insurance will enhance the coverage options and benefits available to staff, increase the efficiency of the Human Resources Department by working with one (1) carrier, and lastly, will result in an annual cost savings of premiums paid by the City of approximately \$14,000.00. Please note that all ancillary lines of coverage are 100% employee paid, with the exception of the Life Insurance that is 100% paid by the City for all full-time employees. This carrier change would be effective October 1st, 2016.

FISCAL/BUDGETARY IMPACT: Should the City enter into an agreement with Guardian for the ancillary lines of coverage, the total savings in annual premiums will be over \$27,600.00.

ATTACHMENTS:

- [Resolution R2016-66](#)
- [Ancillary lines recommendation](#)

▢ [In Force Total Costs](#)

▢ [Marketing Analysis](#)

RESOLUTION NO. R2016-66

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING THE SELECTION OF THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA FOR ANCILLARY BENEFITS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR ANCILLARY BENEFITS, INCLUDING DENTAL, VISION, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT AND LONG-TERM DISABILITY COVERAGE, IN THE ESTIMATED ANNUAL AMOUNT OF \$316,849.00 FOR FISCAL YEAR 2017, AS RECOMMENDED BY THE CITY'S INSURANCE BROKER OF RECORD, BROWN & BROWN OF FLORIDA, INC.

WHEREAS, Brown & Brown of Florida, Inc. ("Brown & Brown") serves as the City of North Miami Beach's ("City") Broker of Record for brokerage services for employee benefits insurance coverage services; and

WHEREAS, Brown & Brown was selected through a formal competitive solicitation by the City of Daytona Beach to provide brokerage services for employee benefits insurance coverage; and

WHEREAS, the City piggybacked on the City of Daytona Beach's competitively solicited and negotiated agreement for the same services, as permitted under Section 3-4.3 of the City's Code of Ordinances; and

WHEREAS, pursuant to the agreement, Brown & Brown, as the Broker of Record went to market seeking providers of employee ancillary benefits, which include dental, vision, life and accidental death and dismemberment and long-term disability coverage; and

WHEREAS, the Broker of Record obtained proposals for ancillary coverage from Lincoln Financial Group, MetLife, Inc., and The Guardian Life Insurance Company of America; and

WHEREAS, based on the market options as well as the best cost and value of benefits, the Broker of Record recommends ancillary benefits to be provided through one provider, The Guardian Life Insurance Company of America; and

RESOLUTION R2016-66

WHEREAS, the ancillary insurance coverages offered by The Guardian Life Insurance Company of America will enhance employee coverage options and benefits available, provide greater administrative support to the City, guarantee rates for a minimum of 2 years, and reduce overall annual premiums by over \$27,600.00 as compared to the renewal rates of coverage with the current carriers; and

WHEREAS, the cost of annual premiums paid by the City will decrease by approximately \$14,000.00 and the current ancillary coverage offered through MetLife, Inc. and Lincoln Financial Group are employee paid, with the exception of the life insurance which is paid 100% by the City for all full-time employees; and

WHEREAS, listed below is breakdown of the current carrier renewal rates versus the proposed ancillary rates through The Guardian Life Insurance Company of America

Ancillary Insurance Type	Current Carrier Annual Renewal Rate	New Carrier Annual Proposed Rate	Annual Premium Savings
Dental	\$169,710.00	\$158,793.00	\$10,917.00
Life and AD&D	\$145,313.00	\$131,341.00	\$13,972.00
Vision	\$22,800.00	\$21,119.00	\$1,681.00
Disability	\$6,683.00	\$5,596.00	\$1,087.00
Totals	\$344,506.00	\$316,849.00	\$27,657.00
Total Annual Premium Savings for City - \$13,972.00			
Total Annual Premium Savings for Employees - \$13,685.00			

; and

WHEREAS, after review and evaluation by the Broker of Record, the Human Resources Department and the Procurement Management Division of the ancillary coverages offered, it was determined that The Guardian Life Insurance Company of America was the best value and cost for the City; and

WHEREAS, after conducting her due diligence, the City Manager, concurs with the recommendation of the Broker of Record, the Human Resources Department and the Procurement Management Division and recommends selection of The Guardian Life Insurance Company of America; and

WHEREAS, the Mayor and City Council desire to select The Guardian Life Insurance Company of America as the provider of employee ancillary benefits, which include dental, vision, life and accidental death and dismemberment and long-term disability coverage and

authorize the City Manager to execute an Agreement pursuant to the rates proposed in the attached Exhibit "A".

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and City Council of the City of North Miami Beach hereby select The Guardian Life Insurance Company of America as the provider of employee ancillary benefits, which include dental, vision, life and accidental death and dismemberment and long-term disability coverage.

Section 3. The Mayor and City Council authorize and direct the City Manager and the City Clerk to execute an Agreement, in a form acceptable to the City Attorney, between the City and The Guardian Life Insurance Company of America for the ancillary benefits, to include dental, vision, life and accidental death and dismemberment and long-term disability.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **16th day of August, 2016.**

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



City of North Miami Beach

2016 Ancillary Recommendations

Presented by: Evelyn R. Alvarez
VP & Managing Director, Employee Benefits
Certified HealthCare Reform Specialist®

Brown and Brown of Florida, Inc. dba
T. R. Jones & Company
1780 North Krome Avenue
Homestead, FL 33030
305-246-7541 Direct Line
305-242-7468 Fax
ealvarez@bbinsfl.com



Final Recommendations - August 2, 2016

Ancillary Benefit Lines – Recommendations

Carrier Change to Guardian

- **BASIC LIFE/AD&D - 3 Year Rate Guarantee**
 - Employer Annual Premium Savings **\$13,972**
 - Enhancement of Age Reduction Schedule
- **DENTAL – 2 Year Rate Guarantee**
 - Employee annual premium savings of **\$4,771**
 - Endodontics & Periodontics enhanced – moved to BASIC services covered at 80% vs. 50% (*currently under Major services*)
 - Includes Oral Cancer Screenings – currently not covered.
 - Larger PPO National Network
- **VISION – 2 Year Rate Guarantee**
 - Employee annual premium savings of **\$1,681**
 - Copay reduction for Materials
- **NEW GROUP PLATFORM VOLUNTARY LINES-**
 - Voluntary Life/AD&D (**3 Year Rate Guarantee**),
 - Voluntary Long Term Disability (**2 Year Rate Guarantee**),
 - Critical Illness, Accident, Cancer, and Hospital Indemnity
- **FMLA , FSA , and Section 125 Administration**
- **Enhancement Features –**
 - Preventive Advantage – Preventive services do not count towards Annual maximum, preserving annual max for other dental needs.
 - Dental Maximum Rollover (PPO Dental) - Rolls over a portion of the unused annual max. (Guidelines apply)
 - College Tuition Benefit Rewards – Earn tuition points for private colleges.
 - Employee Assistance Plan (EAP)
 - Life Assist – Provides employees extra income equal to 1% of Basic Life coverage while on LTD.
 - TravelAid Services – provides emergency response around the world.
- **Streamlined Billing**– Eases process of current manual reconciliation.

Ancillary Benefit Lines – Marketing Efforts

Carriers Considered

- **Lincoln Financial** –
Current Carrier for Life/AD&D and LTD (Management Carve Out)
- **MetLife** –
Current Carrier for Dental and Vision
- **Guardian** –
Most Competitive Bundled Package Savings

In-Force Lines of Coverage

Life/AD&D, Dental and Vision

Product	Current Carrier Renewal Annual Cost	Guardian Annual Cost	Savings
Basic Life/AD&D	\$145,313.00 Lincoln	\$131,341.00	\$13,972.00
Dental DHMO and PPO	\$169,710.12 MetLife	\$158,793.84	\$10,916.28
Vision	\$22,800.60 MetLife	\$21,119.16	\$1,681.44
Total Annual Cost	\$337,823.72	\$311,254.00	\$26,569.72

ANCILLARY MARKETING ANALYSIS

City of North Miami Beach
October 1, 2016-2017

DENTAL	Plan	EE	EE + 1	EE + 2 or M	TOTAL EE	EE	EE + 1	EE + 2 or M	Monthly Cost	Combined Annual Cost	\$ Change from Current	\$ Change from Renewal
CURRENT MetLife	MetLife DHMO Dental	155	72	55	282	\$16.73	\$29.28	\$46.03	\$7,232.96	\$163,565.28		
	MetLife PPO Dental	67	24	18	109	\$37.84	\$75.74	\$113.58	\$6,397.48			
RENEWAL MetLife	MetLife DHMO Dental	155	72	55	282	\$16.73	\$29.28	\$46.03	\$7,232.96	\$169,710.12	\$6,145	N/A
	MetLife PPO Dental	67	24	18	109	\$40.87	\$81.80	\$122.67	\$6,909.55			
Guardian Alternate	Guardian DHMO Dental	155	72	55	282	\$16.00	\$29.00	\$46.00	\$7,098.00	\$158,793.84	-\$4,771	-\$10,916
	Guardian PPO Dental	67	24	18	109	\$36.90	\$71.95	\$107.54	\$6,134.82			
VISION	Plan	EE	EE + 1	EE + 2 or M	TOTAL EE	EE	EE + 1	EE + 2 or M	Monthly Cost	Combined Annual Cost	\$ Change from Current	\$ Change from Renewal
CURRENT MetLife	MetLife VSP Vision	127	54	48	229	\$4.81	\$9.35	\$13.42	\$1,759.93	\$21,119.16		
RENEWAL MetLife	MetLife VSP Vision	127	54	48	229	\$5.19	\$10.10	\$14.49	\$1,900.05	\$22,800.60	\$1,681.44	N/A
Guardian Alternate	Guardian VSP Vision	127	54	48	229	\$4.81	\$9.35	\$13.42	\$1,759.93	\$21,119.16	\$0	-\$1,681
LIFE/AD&D	Plan	Estimated Annual Volume			Rate per \$1,000			Monthly Cost	Combined Annual Cost	\$ Change from Current	\$ Change from Renewal	
CURRENT Lincoln	Life/AD&D	\$29,109,250			\$0.416			\$12,109.45	\$145,313.38			
RENEWAL Lincoln	Life/AD&D	\$29,109,250			\$0.416			\$12,109.45	\$145,313.38	\$0	N/A	
Guardian Alternate	Life/AD&D	\$29,109,250			\$0.38			\$10,945.08	\$131,340.94	-\$13,972	-\$13,972	
MetLife Alternate	Life/AD&D	29,109,250			\$0.594			\$17,290.89	\$207,490.73	\$62,177	\$62,177	
LONG TERM DISABILITY	Plan	Estimated Annual Volume			Rate per \$100			Monthly Cost	Combined Annual Cost	\$ Change from Current	\$ Change from Renewal	
CURRENT Lincoln	Class 1 - Closed Class 2 - All Others	\$66,623 \$0			\$0.760 \$0.000			\$506.33 \$0.00	\$6,076.02			
RENEWAL Lincoln	Class 1 - Closed Class 2 - All Others	\$66,623 \$0			\$0.836 \$0.000			\$556.97 \$0.00	\$6,683.62	\$608	N/A	
Lincoln Alternate - Class 2 ER Paid	Class 1 - Closed Class 2 - All Others	\$66,623 \$1,645,073			\$0.76			\$506.33 \$12,436.75	\$155,316.98	N/A	N/A	
Guardian Alternate - Class 2 ER Paid	Class 1 - Closed Class 2 - All Others	\$66,623 \$1,645,073			\$0.61			\$406.40 \$10,034.95	\$125,296.20	-\$1,199	-\$1,807	
Metlife Alternate - Class 2 ER Paid	Class 1 - Closed Class 2 - All Others	\$66,623 \$1,645,073			\$0.399			\$265.83 \$6,563.84	\$81,956.00	-\$2,886	-\$3,494	

Rates based on Bundled Package Sale



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, ICMA-CM
VIA: Joel Wasserman, Chief Procurement Officer
DATE: Tuesday, August 16, 2016
RE: Resolution R2016-65 (Joel Wasserman, Chief Procurement Officer)

BACKGROUND ANALYSIS:

As the result of City Council direction given at the August 2, 2016 Council meeting, Staff has prepared the attached resolution, ratifying the existing agreements, providing spending limitations (without City Council approval) for work completed under the continuing contracts, and authorizes the development and issuance of a Request for Qualifications (“RFQ”) in accordance with the Consultants’ Competitive Negotiation Act (“CCNA”), Fla. Stat. 287.055.

If approved the existing nineteen agreements with pre-qualified architectural and engineering firm for various specialties will be ratified until March 31, 2017, and work authorized under those agreements in excess of \$2,000,000 for construction work and \$200,000 for study, consulting, and professional service activities will require City Council approval. Additionally, the City Manager will develop and issue an RFQ seeking qualified architectural and engineering firms for continuing architectural and engineering services and the recommendations from that process will be presented to the Mayor and City Council for approval.

RECOMMENDATION: Approval is recommended.
FISCAL/BUDGETARY IMPACT: None.

ATTACHMENTS:

[Resolution R2016-65](#)

▢ [Resolution R2015-14](#)

▢ [Chart Architectural and Engineering Firms](#)

▢ [CNMB Code Chapter 3 Section 3-3.9](#)

▢ [Florida Statute 287.055](#)

RESOLUTION NO. R2016-65

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RATIFYING THE EXISTING PROFESSIONAL SERVICE AGREEMENTS WITH NINETEEN (19) PRE-QUALIFIED ARCHITECTURAL AND ENGINEERING SERVICE FIRMS FOR VARIOUS PROFESSIONAL SPECIALTIES UNTIL MARCH 31, 2017, AND PROCURED IN ACCORDANCE WITH THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT, SECTION 287.055, FLORIDA STATUTES, AND AUTHORIZING THE CITY MANAGER TO ENGAGE THE FIRMS FOR CONSTRUCTION PROJECTS IN WHICH THE BASIC CONSTRUCTION COST DOES NOT EXCEED \$2,000,000.00 PER PROJECT, OR FOR STUDY, CONSULTING, AND PROFESSIONAL SERVICE ACTIVITIES FOR WHICH THE FEE DOES NOT EXCEED \$200,000.00; AND AUTHORIZING THE CITY MANAGER TO DEVELOP AND INITIATE THE PROCESS TO ISSUE A REQUEST FOR QUALIFICATIONS SEEKING QUALIFIED ARCHITECTURAL AND ENGINEERING FIRMS FOR CONTINUING SERVICES.

WHEREAS the City of North Miami Beach ("City") issued Request for Qualifications No. 2013-06 ("RFQ") for Continuing Architectural and Engineering Services in accordance with Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act ("CCNA"), and City Code Section 3-3.9; and

WHEREAS, the Mayor and City Council in Resolution No. R2014-15 (attached hereto and incorporated by reference) authorized the City Manager to negotiate and execute agreements with the recommended nineteen (19) pre-qualified architectural and engineering firms for various specialties, the approved firms and the respective specialties are provided in the attached and incorporated by reference in Exhibit "A," *RFQ 2013-06 Continuing Architectural and Engineering Services Pre-Qualified Firms by Discipline*; and

WHEREAS, the Mayor and City Council would like to ratify the existing nineteen agreements until March 31, 2017, and provide authorization for construction projects in which the cost for construction does not exceed \$2,000,000.00 or for study, consulting, and professional service activities for which the professional fee does not exceed \$200,000.00; and

WHEREAS, agreements for services with the pre-qualified firms that are in excess of the amounts provided for herein will come before the Mayor and City Council for approval; and

RESOLUTION R2016-65

WHEREAS, the City Manager will develop and issue an RFQ seeking qualified architectural and engineering firms for continuing architectural and engineering services and the recommendations from that process will be presented to the Mayor and City Council for approval; and

WHEREAS, the Mayor and City Council find it is in the best interest of the City to ratify the existing Continuing Architectural and Engineering Service Contracts for the respective specialties (Exhibit “A”) until March 31, 2017, to grant authorization, under those contracts, for construction projects not to exceed \$2,000,000.00 and for study, consulting, and professional service activities not exceed \$200,000.00, and to authorize the City Manager to develop and issue an RFQ seeking qualified architectural and engineering firms for continuing services.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby ratify the existing Continuing Architectural and Engineering Service Contracts for the respective specialties (Exhibit “A”) until March 31, 2017, and authorize the City Manager, as needed, to engage the architectural and engineering firms for construction projects in an amount not to exceed \$2,000,000.00 and for study, consulting, and professional service activities in an amount not exceed \$200,000.00.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to develop and issue an RFQ seeking qualified architectural and engineering firms for continuing architectural and engineering services.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this 16th day of **August, 2016**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:

JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor and Council

RESOLUTION R2016-65

RESOLUTION NO. R2014-15

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH NINETEEN (19) PRE-QUALIFIED FIRMS FOR CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach issued Request for Qualifications ("RFQ") No. 2013-06 for Continuing Architectural and Engineering Services; and

WHEREAS, RFQ No. 2013-06, for professional services, was solicited in accordance with Section 287.055, Florida Statutes, and Section 3-3.9 of the Code of the City of North Miami Beach; and

WHEREAS, a total of forty-five (45) firms responded to RFQ No. 2013-06 by the published deadline; and

WHEREAS, the City convened an Evaluation Committee to rank the responses to RFQ No. 2013-06; and

WHEREAS, the Evaluation Committee recommended that RFQ No. 2013-06 be awarded to the following qualified firms: AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Atkins North America, Inc.; Carollo Engineers, Inc.; CH2M Hill Engineering Services, Inc.; Chen Moore and Associates, Inc.; Craven, Thompson & Associates, Inc.; E Sciences, Inc.; Fortin, Leavey, Skiles, Inc.; Hazen and Sawyer, P.C.; Kimley-Horn and Associates, Inc.; Marlin Engineering, Inc.; MWH Americas, Inc.; Stanley Consultants, Inc.; Stantec Consulting Services,

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Inc.; The Corradino Group, Inc.; URS Corporation Southern; Utility Services Associates, LLC, and Wolfberg/Alvarez and Partners, Inc.; and

WHEREAS, the City Council of North Miami Beach desires to award RFQ No. 2013-06 and authorize the City Manager to negotiate and execute agreements between the City and the qualified firms for "professional services" as defined in Section 287.055, Florida Statutes, which law is incorporated by reference in Section 3-3.9 of the City of North Miami Beach Code of Ordinances, and to do all things necessary to carry out the aims of this Resolution.

NOW, THEREFORE,

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

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby award RFQ No. 2013-06 to AECOM Technical Services, Inc.; Arcadis U.S., Inc.; Atkins North America, Inc.; Carollo Engineers, Inc.; CH2M Hill Engineering Services, Inc.; Chen Moore and Associates, Inc.; Craven, Thompson & Associates, Inc.; E Sciences, Inc.; Fortin, Leavey, Skiles, Inc.; Hazen and Sawyer, P.C.; Kimley-Horn and Associates, Inc.; Marlin Engineering, Inc.; MWH Americas, Inc.; Stanley Consultants, Inc.; Stantec Consulting Services, Inc.; The Corradino Group, Inc.; URS Corporation Southern; Utility Services Associates, LLC, and Wolfberg/Alvarez and Partners, Inc.

Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager and the City Clerk to execute the agreements between the City and the qualified firms.

Section 4. The professional services agreements between the City and the qualified firms, copies of which are attached as Composite Exhibit "A," together with such non-material

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changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, are hereby approved.


Section 5. The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **20th day of May, 2014.**

ATTEST:


PAMELA L. LATIMORE
CITY CLERK


GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION


DOTIE JOSEPH
INTERIM CITY ATTORNEY

Sponsored by: Mayor and Council

RESOLUTION R2014-15

EXHIBIT "A"

**AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into as of this ____ day of _____ 2014 (the "Effective Date"), by and between AECOM TECHNICAL SERVICES, INC., a California corporation organized and existing under the laws of the State of CA, having an office at 800 Douglas Road, 2nd Floor, North Tower, Coral Gables, FL. 33134 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, located at 17011 NE 19th Avenue, North Miami Beach, FL 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

AECOM TECHNICAL SERVICES INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (the "Effective Date"), by and between ARCADIS U.S. Inc., a DELAWARE Corporation organized and existing under the laws of the State of DE, having an office at 2081 Vista Parkway Suite 200 West Palm Beach, FL 33411 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, FL 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

ARCADIS U.S. INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (the "Effective date"), by and between ATKINS NORTH AMERICA, INC., a Florida Corporation organized and existing under the laws of the State of FL, having its principal office at 2001 NW 107th Avenue Miami, Fl. 33172-2507 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

ATKINS NORTH AMERICA, INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____ 2014 (the "Effective Date" by and between CAROLLO ENGINEERS INC., a Delaware Corporation organized and existing under the laws of the State of DE , having an office at 3440 Hollywood Boulevard, Suite 465 Hollywood, Fl. 33021 (hereinafter referred to as the "Consultant"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CAROLLO ENGINEERS, INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (the "Effective Date"), by and between CH2M HILL ENGINEERING SERVICES, INC., a Colorado Corporation organized and existing under the laws of the State of CO , having an office at 3150 SW 38th Ave Miami FL. 33146 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CH2M HILL ENGINEERING SERVICES, INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (the "Effective Date"), by and between CHEN MOORE & ASSOCIATES., a Florida Corporation organized and existing under the laws of the State of FL, having its principal office at 1444 Biscayne Boulevard, Suite 204 Miami, FL 33132 ("CONSULTANT"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CHEN MOORE & ASSOCIATES INC,

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (the "Effective Date"), by and between CRAVEN THOMPSON & ASSOCIATES INC., a Corporation organized and existing under the laws of the State of Florida, having its principal office at 3563 N.W. 53rd Street Fort Lauderdale, Fl. 33309 ("CONSULTANT"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CRAVEN THOMPSON & ASSOCIATES, INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (the "Effective Date" by and between E SCIENCES, INCORPORATED., a Florida Corporation organized and existing under the laws of the State of FL , having its principal office at 224 SE 9th Street, Fort Lauderdale, FL 33316 (hereinafter referred to as the "Consultant"), and CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

E SCIENCES, INCORPORATED

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2014 by and between FORTIN, LEAVY, SKILES, INC., a Corporation organized and existing under the laws of the State of Florida, having its principal office at 180 NE 168th Street North Miami Beach, FL 33162 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

FORTIN, LEAVY, SKILES, INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014 by and between HAZEN AND SAWYER, P.C., a Professional New York Corporation organized and existing under the laws of the State of New York, having an office at 999 Ponce de Leon Boulevard Penthouse 1150 Coral Gables, Fl. 33134 (hereinafter referred to as the "Consultant"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

HAZEN AND SAWYER, P.C.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (the "Effective Date") by and between KIMLEY- HORN AND ASSOCIATES., a North Carolina Corporation organized and existing under the laws of the State of NC , having an office at 5200 NW 33rd Avenue, Suite 109 Fort Lauderdale, Fl. 33309 ("CONSULTANT"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

KIMLEY - HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (the "Effective Date") by and between MARLIN ENGINEERING, INC., a Florida Corporation organized and existing under the laws of the State of FL, having its principal office at 2191 NW 97th Avenue Doral, FL 33172 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

MARLIN ENGINEERING, INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014 by and MWH AMERICAS INC., a Corporation organized and existing under the laws of the State of California, having an office at 490 Sawgrass Corporate Parkway, Suite 300, ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY").

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

MWH AMERICAS INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dorie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014 (the "Effective Date") by and between STANLEY CONSULTANTS INC., Corporation organized and existing under the laws of the State of Iowa, having an office at 1641 Worthington Road Suite 400 West Palm Beach, FL 33409 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANT hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

STANLEY CONSULTANTS INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (an "Effective Date") by and between STANTEC CONSULTING SERVICES INC., a New York Corporation organized and existing under the laws of the State of NY , having its principal office at 901 Ponce de Leon Boulevard, Suite 900 Coral Gables, FL 33134 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

STANTEC CONSULTING SERVICES INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (the "Effective Date") by and between THE CORRADINO GROUP INC., a Kentucky Corporation organized and existing under the laws of the State of KY , having an office at 4055 NW 97 Ave. Doral, Fl. 33178 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

THE CORRADINO GROUP, INC.

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of ____, 2014 (the "Effective Date"), by and between URS CORPORATION SOUTHERN a California Corporation organized and existing under the laws of the State of CA, having an office at 7650 Corporate Center Drive Suite 400 Miami, Fl. 33126 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

URS CORPORATION SOUTHERN

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2014 (the "Effective Date") by and between UTILITY SERVICES ASSOCIATES, LLC., a Limited Liability Company organized and existing under the laws of the State of WA , having its principal office at 919 SW 150th St, Suite B Burien, WA 98166 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 9, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

UTILITY SERVICES ASSOCIATES, LLC

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014 by and between WOLFBERG/ALVAREZ & PARTNERS, INC, a Florida Corporation organized and existing under the laws of the State of FL, having its principal office at 3225 Aviation Avenue, Suite 400 Miami, FL 33133 ("CONSULTANT"), and the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 ("CITY"),

WITNESSETH:

WHEREAS, the CONSULTANT has offered to provide the materials and/or services and to be bound by the terms and conditions of the Request for Qualifications (RFQ) No. 2013-06 which includes the General Terms and Conditions of Request for Qualifications, Specifications, RFQ Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CONSULTANT has submitted a written statement of qualifications dated July 8, 2013, ("Consultant's Qualifications submittal"), the terms of which are incorporated by reference as if fully set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to perform certain services as described herein on a continuing basis in connection with projects listed in the Request for Qualifications document; and

WHEREAS, the CITY desires to procure from the CONSULTANT in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Recitals are true and correct and are incorporated into and made a binding part of this Agreement as though set forth in full.
2. CONSULTANT agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the RFQ, which includes General Terms and Conditions of RFQ, Scope of Services, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A") and the Consultant's Qualifications submittal attached hereto and incorporated herein as Exhibit "B."
3. CITY agrees to abide by and to be bound by the terms of the Request for Qualifications, which includes General Terms and Conditions of Request of Qualifications, Specifications, RFQ Forms, and associated addenda, all of which are incorporated herein by reference as if fully set forth (see Exhibit "A"), and the Consultant's Qualifications submittal attached hereto and incorporated herein by reference (see Exhibit "B").
4. CONSULTANT shall deliver materials and/or provide services in accordance with the terms of the Request for Qualifications, RFQ Forms and addenda and the consultant's qualifications submittal.

AGREEMENT #2013-06 CONTINUING CONTRACT
FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES

5. The CITY agrees to make payment in accordance with the terms of the RQF, the RFQ Forms and addenda (see Exhibit "A") and the Consultants Qualification submittal. (see Exhibit "B").
6. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
7. The City Manager is authorized to terminate this Agreement on behalf of the CITY.
8. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the CITY, CONSULTANTS hereby agrees to indemnify and hold harmless the CITY from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the services performed and/or products or materials used in the CONSULTANT's performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

WOLFBERG/ALVAREZ & PARTNERS

By: _____

Title: _____

Attest: _____

Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Attest: _____

Pamela L. Latimore, City Clerk

Approved as to form and legal sufficiency

By: _____

Dotie Joseph, Interim City Attorney

RFQ 2013-06 CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES
PRE-QUALIFIED FIRMS BY DISCIPLINE

Firm Information	AWARD CATEGORIES													
	Agreement #2013-06	Firm's Response	Vendor Registration Number	Architects	Water/Wastewater Engineers	Civil / Structural Engineers	Civil / Traffic & Transportation Engineers	Electrical Engineers	Environmental Engineers	Leak Detection Studies	Mechanical, HVAC & Plumbing Engineers	Planning and Zoning	Surveyors	GIS Consultant
Kimley – Horn and Associates, Inc. Gary R. Ratay, P.E. 600 N Pine Island Rd Suite 450 Plantation, FL 33324 954-535-5100 Gary.Ratay@kimley-horn.com Tax ID: 56-0885615	Agreement	Response	519325		X	X	X		X					
Marlin Engineering Ramon Soria 2191 NW 97 th Avenue Doral, FL 33172 305-477-7575 Rsoria@marlinengineering.com Tax ID: 65-0279601	Agreement	Response	488292				X						X	
MWH Americas, Inc. Harold Aiken 1000 Sawgrass Corporate Parkway Suite 120 Sunrise, FL 33323 954-846-0401 harold.v.aiken@mwhglobal.com Tax ID: 95-1878805	Agreement	Response	490241	X	X	X		X	X		X	X		X
Stanley Consultants John P. Downes 1641 Worthington Road Suite 400 West Palm Beach, FL 33409 561-989-7444 downesjohn@stanleygroup.com Tax ID: 42-1320758	Agreement	Response	519314		X	X	X	X		X				X
Stantec Consulting Services Inc. Ramon Castella 901 Ponce de Leon Boulevard Suite 900 Coral Gables, FL, 33134 305-445-2900 Ramon.castella@stantec.com Tax ID: 11-2167170	Agreement	Response	519314	X	X	X	X	X	X		X	X	X	X
The Corradino Group, Inc. Joseph M. Corradino 4055 NW 97 Ave. Doral, FL 33178 305-594-0735 jmcorradino@corradino.com Tax ID: 61-0713040	Agreement	Response	505970		X		X		X			X		
URS Daniel J. Levy 7650 Corporate Center Drive Suite 400 Miami, FL 33126 305-514-2463 Dan.levy@urs.com Tax ID: 59-2087895	Agreement	Response	509983	X	X	X	X	X	X		X	X	X	X
Utility Services Associates Rob Meston 919 SW 150 th St. Suite B Seattle, WA 98166 877-585-5325 Rob.meston@usaleakslc.com Tax ID: 26-4111079	Agreement	Response	519356							X				
Wolfberg Alvarez & Partners Julio E. Alvarez 3225 Aviation Avenue Suite 400 Miami, FL 33133 305-666-5474 jalvarez@wolfbergalvarez.com Tax ID: 59-1713092	Agreement	Response	519302	X	X	X	X	X			X			

City of North Miami Beach Code of Ordinances

Chapter 3 Purchasing

3-3.9 Selection of Consultants.

Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiations Act, (CCNA), is hereby adopted for all professional services as described in Section 287.055(2)(a), Florida Statutes, which includes the following professional services: architecture, professional engineering, landscape architecture, and registered surveying and mapping. For all other professional services not listed in Section 287.055(2)(a), Florida Statutes, with the exception of legal services, Section 287.055, Florida Statutes, is hereby adopted with the additional provision for the requirement of the quotation of a fee schedule from any firm or any individual desiring to provide professional services to the City, and provision for the consideration of the fees in competitive selection and competitive negotiation.

West's F.S.A. § 287.055

287.055. Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties

Effective: July 1, 2009

(1) **Short title.**--This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) **Definitions.**--For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under [s. 380.06](#) or [ss. 163.3220-163.3243](#).

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under [s. 489.119](#) to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under [s. 471.023](#) to practice or to offer to practice engineering; certified under [s. 481.219](#) to practice or to offer to practice architecture; or certified under [s. 481.319](#) to practice or to offer to practice landscape architecture.

(i) A “design-build contract” means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A “design criteria package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A “design criteria professional” means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) “Negotiate” or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) Public announcement and qualification procedures.--

(a) 1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in [s. 287.017](#) for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in [s. 287.017](#) for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under [s. 287.09451](#).

(e) The public must not be excluded from the proceedings under this section.

(4) Competitive selection.--

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in [s. 287.017](#) for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in [s. 287.017](#) for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinstate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) Competitive negotiation.--

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in [s. 287.017](#) for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) Prohibition against contingent fees.--

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide

employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) Authority of department of management services.--Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) State assistance to local agencies.--On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) Applicability to design-build contracts.--

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the

requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in [s. 337.11\(7\)](#), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) Reuse of existing plans.--Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in [s. 1013.01](#), a prior project of that or any other board. Except for plans of a board as defined in [s. 1013.01](#), public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) Construction of law.--Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of [ss. 1013.45](#) and [1013.46](#).

Credits

Laws 1973, c. 73-19, §§ 1 to 8; Laws 1975, c. 75-281, §§ 1 to 3; Laws 1977, c. 77-174, § 1; Laws 1977, c. 77-199, § 1; Laws 1984, c. 84-321, § 10; Laws 1985, c. 85-104, §§ 23, 32; Laws 1985, c. 85-349, § 57; Laws 1986, c. 86-204, § 6; Laws 1988, c. 88-108, § 1; Laws 1989, c. 89-158, § 1; Laws 1990, c. 90-268, § 16. Amended by Laws 1991, c. 91-137, § 15, eff. May 28, 1991; Laws 1991, c. 91-162, § 7, eff. May 28, 1991; Laws 1992, c. 92-279, § 250, eff. July 1, 1992; Laws 1993, c. 93-95, § 1, eff. Oct. 1, 1993; Laws 1994, c. 94-119, § 114, eff. July 1, 1994; Laws 1994, c. 94-322, § 10, eff. May 31, 1994; Laws 1995, c. 95-148, § 868, eff. July 10, 1995; Laws 1995, c. 95-410, § 2, eff. July 1, 1995; Laws 1996, c. 96-399, § 45, eff. Oct. 1, 1996; Laws 1997, c. 97-100, § 38, eff. July 1, 1997; Laws 1997, c. 97-296, § 1, eff. Oct. 1, 1997; Laws 1998, c.

287.055. Acquisition of professional architectural, engineering,...., FL ST § 287.055

98-279, § 80, eff. June 30, 1998; Laws 2001, c. 2001-61, § 55, eff. July 3, 2001; Laws 2002, c. 2002-20, § 63, eff. July 1, 2002; Laws 2002, c. 2002-387, § 944, eff. Jan. 7, 2003; Laws 2005, c. 2005-224, § 1, eff. July 1, 2005; Laws 2007, c. 2007-157, § 19, eff. July 1, 2007; Laws 2007, c. 2007-159, § 3, eff. July 1, 2007; Laws 2009, c. 2009-227, § 3, eff. July 1, 2009.



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, ICMA-CM
VIA: Mac Serda, Assistant City Manager
DATE: Tuesday, August 16, 2016
RE: Resolution R2016-64 (Mac Serda, Assistant City Manager)

BACKGROUND ANALYSIS:

The Mayor and City Council in Resolution No. R2016-40 approved a Management and Operations Agreement between the City of North Miami Beach (“City”) and Sports Leadership and Management Foundation, Inc. (“SLAM”) for the public-private management of a 6th grade SLAM Charter School, for the 2016-2017 school year, located at the DeLeonardis Youth Center at Allen Park.

SLAM was unable to obtain approval from Miami-Dade County Public Schools to operate the 6th grade SLAM Charter School, for the upcoming 2016-2017 school year and made alternative arrangements to begin operations in a future school year at another location in the City. Pursuant to Resolution No. 2016-48, SLAM will enter into an agreement with Soccer Development Group, LLC (“SDG”) to operate a SLAM Charter School on the second floor of the SDG Clubhouse and, as a result of this alternative arrangement, the purpose and intent of management and operations agreement authorized in Resolution R2016-40 is no longer necessary. Accordingly, the attached resolution proposes to rescind the authorization and approval provided in Resolution R2016-40.

RECOMMENDATION: Approval is recommended.
FISCAL/BUDGETARY IMPACT: None.

ATTACHMENTS:

- | |
|--|
| <input type="checkbox"/> Resolution R2016-64 |
|--|

RESOLUTION NO. R2016-64

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RESCINDING RESOLUTION NO. R2016-40 WHICH CREATED THE MANAGEMENT AND OPERATIONS AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND SPORTS LEADERSHIP AND MANAGEMENT FOUNDATION, INC FOR THE PUBLIC-PRIVATE MANAGEMENT AND OPERATION OF A CHARTER SCHOOL AT THE DELEONARDIS YOUTH CENTER AT ALLEN PARK; AND AUTHORIZING THE CITY MANAGER TO TERMINATE THE MANAGEMENT AND OPERATIONS AGREEMENT.

WHEREAS, Resolution No. R2016-40 approved a Management and Operations Agreement between the City of North Miami Beach (“City”) and Sports Leadership and Management Foundation, Inc. (“SLAM”) for the public-private management of a sixth grade SLAM Charter School, for the 2016-2017 school year, with a one (1) year extension option, located at the DeLeonardis Youth Center at Allen Park and authorized the City Manager to execute the agreement; and

WHEREAS, SLAM was unable to obtain timely approval from Miami-Dade County Public Schools to operate a sixth grade SLAM Charter School, for the 2016-2017 school year ; and

WHEREAS, SLAM will enter into an agreement with Soccer Development Group, LLC (“SDG”) pursuant to Resolution No. 2016-48 to operate a sixth grade SLAM Charter School on the second floor of the SDG Clubhouse; and

WHEREAS, a Management and Operations Agreement between the City and SLAM is impractical and the Mayor and City Council determine is in in the best interest of the City to rescind Resolution No. R2016-40 and authorize the City Manager to terminate the Agreement authorizing the operation of a sixth grade SLAM Charter School, for the 2016-2017 school year, located at the Youth Center at Allen Park.

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

RESOLUTION NO. R2016-64

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

Section 2. Resolution No. R2016-40 is hereby rescinded.

Section 3. The City Manager is hereby authorized to do what is required and necessary to terminate the Management and Operations Agreement with Sports Leadership and Management Foundation, Inc.

APPROVED AND ADOPTED by the City Council of the City of North Miami Beach, Florida at the regular meeting assembled this **16th day of August, 2016.**

ATTEST:

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



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, ICMA-CM
VIA:
DATE: Tuesday, August 16, 2016
RE: Tuesday, September 6, 2016

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

ATTACHMENTS:

None