



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

OFFICIAL AGENDA

SPECIAL CITY COMMISSION MEETING

**CITY OF NORTH BAY VILLAGE
COMMISSION CHAMBERS
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141**

TUESDAY, SEPTEMBER 20, 2011

6:00 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING SPECIAL MEETING OF THE CITY COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZES CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION OR A SIGN LANGUAGE INTERPRETER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (305) 756-7171 NO LATER THAN FOUR DAYS PRIOR TO THE PROCEEDING. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS AT (800) 955-8771 (TDD) OR (800) 955-8700 (VOICE) FOR ASSISTANCE.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

2. CONSENT AGENDA

- A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH BAY VILLAGE AND THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, PUBLIC EMPLOYEES' LOCAL 678, AFL-CIO; AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

Mayor
Corina S. Esquijarosa

Vice Mayor
Connie Leon-Kreps

Page 1 of 2
Commissioner
Frank Rodriguez

Commissioner
Eddie Lim

Commissioner
Dr. Paul Vogel

- B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH “THE MIAMI HERALD PUBLISHING MEDIA COMPANY” FOR THE PURPOSE OF PROVIDING PUBLISHING SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**
- C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79TH STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**
- D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT IN FORM BETWEEN THE CHILDREN’S TRUST AND THE CITY OF NORTH BAY VILLAGE PROVIDING FOR GRANT FUNDING FOR A CITY AFTER SCHOOL CARE PROGRAM FOR THE 2011-12 SCHOOL YEAR AND A SUMMER CAMP FOR SUMMER 2012; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO ENTER INTO AND IMPLEMENT THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**
- E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE 2010-2011 FISCAL YEAR GENERAL OPERATING BUDGET AND AUTHORIZING THE CITY MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

1.) Commission Action

3. ADJOURNMENT



City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM

DATE: September 7, 2011

TO: Mayor Corina Esquijarosa
Vice-Mayor Connie Leon Kreps
Commissioner Paul Vogel
Commissioner Frank Rodriguez
Commissioner Eddie Lim

FROM: Robert Daniels, Interim City Manager 

SUBJECT: Memorandum of Understanding between LIUNA and The City of North Bay Village

RECOMMENDATION:

It is recommended that the City Commission execute, approve and ratify the attached Memorandum of Understanding (MOU) between the City and its Laborers Union – LIUNA, which provides for: (1) a one-time 2% lump sum payment of each respective union bargaining unit member's base salary and authorizing for a reduction of 15% for union employees health insurance dependent coverage; and (2) a decrease in the City's contribution toward employee dependent care health insurance coverage from Seventy-Five percent (75%) of the cost of the coverage to 60% of the cost of the coverage.

BACKGROUND:

In October 2010, the vast majority of City employees (including the City's police officers, sergeants and lieutenants) received a one-time bonus payment of 2% of their respective base salaries. At that time, the City also reduced its contribution toward employee dependent care health insurance coverage from 75% of the cost of the coverage to 60% of the cost of the coverage, as well as a reduction of 15% for dependent health care coverage. Police department employees in particular who belong to the FOP union agreed to this change.

Mayor
Corina S. Esquijarosa

Vice Mayor
Connie Leon-Kreps

Commissioner
Frank Rodriguez

Commissioner
Eddie Lim


Commissioner
Dr. Paul Vogel

However, the foregoing changes were not made with respect to employees in the bargaining unit represented LIUNA because the City and LIUNA did not reach an agreement on those changes at that time. Members of the bargaining unit represented by union were not able to come to an agreement on the overall terms of their contract renewal which includes this 2% onetime payment and the reduction in dependent coverage. Due to change in the City administration, in the LIUNA administration, and many other issues to address in the LIUNA contract, there still was no consensus on these issues. Therefore, in hopes of achieving uniformity amongst all City staff we have been negotiating an MOU with the LIUNA union in order to implement the 2% onetime payment and to implement the insurance change. LIUNA member met on 9/7/11 and ratified the MOU calling for these changes.. In the meantime, the rest of the items in the contract will continue to be negotiated and addressed.

FINANCIAL IMPACT:

The cost to pay the LIUNA employees a one-time 2% will be \$14,748 and the annual saving to the City due to the reduction in dependent health care coverage is \$14,371.00. This represents almost a loss in the first year but a savings of \$14,371.00 each consecutive year due to the continued reduction in the dependent health coverage amount.

PERSONNEL IMPACT:

The employees will receive a one-time 2% payment but will pay more money towards their bi-weekly dependent care health insurance coverage.

CONTACT:

Robert Daniels, Interim City Manager

2A(2)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH LOCAL 678, AFL-CIO AND THE CITY OF NORTH BAY VILLAGE PROVIDING FOR A REDUCTION OF FIFTEEN PERCENT TO DEPENDENT ANNUAL HEALTH INSURANCE COVERAGE AND PROVIDING FOR A ONE TIME 2% PAYMENT OF THE BASE SALARY OF EACH EMPLOYEE BELONGING TO THIS UNION; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO ENTER INTO AND IMPLEMENT THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement that commenced on October 1, 2006 and that expired on September 30, 2009 (the "CBA");

WHEREAS, although the Parties have attempted to negotiate a comprehensive successor agreement to the CBA since September 2010, the Parties have not yet been able to come to terms on a final agreement;

WHEREAS, since the expiration of the CBA, the City has decreased its contribution toward employee health insurance coverage for all City employees outside of the bargaining unit represented by the Union from 75% of the cost for such coverage to 60% of the cost of such coverage for dependant care coverage ("Decreased Dependant Health Insurance Coverage");

WHEREAS, since the expiration of the CBA, the City has provided the vast majority of City employees outside of the bargaining unit represented by the Union with a one time lump sum payment equal to two percent of each respective employee's base pay ("Lump Sum Payment");

WHEREAS, the Parties desire to have the Decreased Dependant Health Insurance Coverage and Lump Sum Payment apply to employees in the bargaining unit represented by the Union as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA:

2A(3)

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Effective the first full pay period following full ratification of this MOU, the City will decrease its contribution toward health insurance coverage for all bargaining unit employees enrolled in dependant care coverage offered by the City from 75% of the cost of the coverage to 60% of the cost of the coverage.

3. For fiscal year 2010-2011, each bargaining unit employee will receive a one time payment equal to two percent of his/her base salary, which will not be added to the employee's base pay, and which payment will be made on or before September 30, 2011. It is understood and agreed that there shall be no continuing right to such one time payment beyond fiscal year 2010-2011.

4. The Parties have had the opportunity to consult with legal counsel of their choosing in connection with the drafting of this MOU.

5. This MOU shall become effective upon ratification by the bargaining unit members represented by the Union and by the City's elected City Commission. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.

6. The parties agree that this MOU represents the parties' entire agreement and it cannot be amended or modified without express written consent of the parties.

7. The parties signify their agreement with this MOU by affixing their signatures below.

PASSED AND ADOPTED this _____ day of _____, 2011.

The motion to adopt the foregoing Resolution was offered by _____,
seconded by _____.

The votes were as follows:

FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa	_____
Vice Mayor Connie Leon-Kreps	_____
Commissioner Eddie Lim	_____
Commissioner Frank Rodriguez	_____
Commissioner Paul Vogel	_____

CORINA S. ESQUIJAROSA
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
CITY CLERK

APPROVED AS TO FORM FOR USE BY
THE CITY OF NORTH BAY VILLAGE ONLY:

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Memorandum of Understanding: LIU



City of North Bay Village

Public Works Department

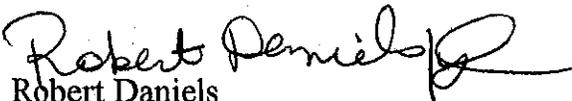
1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

MEMORANDUM
City of North Bay Village

DATE: September 6, 2011

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: 
Robert Daniels
Interim City Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the City Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, PROVIDING FOR RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH BAY VILLAGE AND THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, PUBLIC EMPLOYEES' LOCAL 678, AFL-CIO; AUTHORIZING THE CITY MANAGER TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

Mayor
Corina S. Esquijarosa

Vice Mayor
Connie Leon-Kreps

Commissioner
Frank Rodriguez

Commissioner
Eddie Lim

Commissioner
Dr. Paul Vogel

2A(6)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NORTH BAY VILLAGE, FLORIDA AND THE LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA, PUBLIC EMPLOYEES' LOCAL
678, AFL-CIO**

This Memorandum of Understanding ("MOU") is entered into this _____ day of August 2011, by and between the City of North Bay Village, Florida (the "City") and the Laborers' International Union of North America, Public Employees' Local 678, AFL-CIO (the "Union").

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement that commenced on October 1, 2006 and that expired on September 30, 2009 (the "CBA");

WHEREAS, although the Parties have attempted to negotiate a comprehensive successor agreement to the CBA since September 2010, the Parties have not yet been able to come to terms on a final agreement;

WHEREAS, since the expiration of the CBA, the City has decreased its contribution toward employee health insurance coverage for all City employees outside of the bargaining unit represented by the Union from 75% of the cost for such coverage to 60% of the cost of such coverage for dependant care coverage ("Decreased Dependant Health Insurance Coverage");

WHEREAS, since the expiration of the CBA, the City has provided the vast majority of City employees outside of the bargaining unit represented by the Union with a one time lump sum payment equal to two percent of each respective employee's base pay ("Lump Sum Payment");

WHEREAS, the Parties desire to have the Decreased Dependant Health Insurance Coverage and Lump Sum Payment apply to employees in the bargaining unit represented by the Union as set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Effective the first full pay period following full ratification of this MOU, the City will decrease its contribution toward health insurance coverage for all bargaining unit employees enrolled in dependant care coverage offered by the City from 75% of the cost of the coverage to 60% of the cost of the coverage.
3. For fiscal year 2010-2011, each bargaining unit employee will receive a one time payment equal to two percent of his/her base salary, which will not be added to the employee's base pay, and which payment will be made on or before September 30, 2011. It is understood and agreed that there shall be no continuing right to such one time payment beyond fiscal year 2010-2011.

2A(7)

4. The Parties have had the opportunity to consult with legal counsel of their choosing in connection with the drafting of this MOU.

5. This MOU shall become effective upon ratification by the bargaining unit members represented by the Union and by the City's elected City Commission. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.

6. The parties agree that this MOU represents the parties' entire agreement and it cannot be amended or modified without express written consent of the parties.

7. The parties signify their agreement with this MOU by affixing their signatures below.

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, PUBLIC
EMPLOYEES' LOCAL, 678, AFL-CIO**

**CITY OF NORTH BAY VILLAGE,
FLORIDA**

By: _____

By: _____

Dated: _____

Dated: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH "THE MIAMI HERALD PUBLISHING MEDIA COMPANY" FOR THE PURPOSE OF PROVIDING PUBLISHING SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)

WHEREAS, the City of North Bay Village has utilized the services of the "*Miami Herald Publishing Company*" to publish its public notices required by State and local laws.

WHEREAS, the City Manager hereby recommends that the City Commission renew the agreement with "*The Miami Herald Publishing Media Company*" for publishing its public notices in accordance with the proposal and agreement attached hereto as Attachment 1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval Agreement. The Agreement between the City of North Bay Village and *The Miami Herald Publishing Company* for advertising services, a copy of which is attached as Exhibit "1," is hereby approved.

Section 3. Authorization of City Officials. The City Manager is authorized to take all actions necessary to implement the terms and conditions of the agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

2A(19)

Section 4. Execution of Agreement. The City Manager is authorized to execute the agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

Section 5. Authorization of Fund Expenditure. The City Manager is authorized to expend the necessary funds to implement the terms of this agreement.

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

The motion to adopt the foregoing Resolution was offered by _____, seconded _____.

FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa	_____
Vice Mayor Connie Leon-Kreps	_____
Commissioner Eddie Lim	_____
Commissioner Frank Rodriguez	_____
Commissioner Paul Vogel	_____

PASSED AND ADOPTED this ____ day of August, 2011.

Corina S. Esquijarosa, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

2A(10)

**APPROVED AS TO FORM FOR THE USE OF
THE CITY OF NORTH BAY VILLAGE:**

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: *Miami Herald Contract*

2A(11)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH "THE MIAMI HERALD PUBLISHING MEDIA COMPANY" FOR THE PURPOSE OF PROVIDING PUBLISHING SERVICES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)

WHEREAS, the City of North Bay Village has utilized the services of the "Miami Herald Publishing Company" to publish its public notices required by State and local laws.

WHEREAS, the City Manager hereby recommends that the City Commission renew the agreement with "The Miami Herald Publishing Media Company" for publishing its public notices in accordance with the proposal and agreement attached hereto as Attachment 1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval Agreement. The Agreement between the City of North Bay Village and *The Miami Herald Publishing Company* for advertising services, a copy of which is attached as Exhibit "1," is hereby approved.

Section 3. Authorization of City Officials. The City Manager is authorized to take all actions necessary to implement the terms and conditions of the agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

2B(1)

Section 4. Execution of Agreement. The City Manager is authorized to execute the agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

Section 5. Authorization of Fund Expenditure. The City Manager is authorized to expend the necessary funds to implement the terms of this agreement.

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

The motion to adopt the foregoing Resolution was offered by _____, seconded _____.

FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa	_____
Vice Mayor Connie Leon-Kreps	_____
Commissioner Eddie Lim	_____
Commissioner Frank Rodriguez	_____
Commissioner Paul Vogel	_____

PASSED AND ADOPTED this ____ day of August, 2011.

Corina S. Esquijarosa, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

2B(2)

**APPROVED AS TO FORM FOR THE USE OF
THE CITY OF NORTH BAY VILLAGE:**

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: *Miami Herald Contract*

2B(3)



City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website - www.nbvillage.com

MEMORANDUM
City of North Bay Village

DATE: September 6, 2011

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Robert Daniels *RD*
Interim City Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the City Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH "THE MIAMI HERALD PUBLISHING MEDIA COMPANY" FOR THE PURPOSE OF PROVIDING PUBLISHING SERVICES; SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

Mayor
Corina S. Esquijarosa

Vice Mayor
Connie Leon-Kreps

Commissioner
Frank Rodriguez

Commissioner
Eddie Lim

Commissioner
Dr. Paul Vogel

2B(4)

ADVERTISING TERMS AND CONDITIONS

Contract Terms. Advertiser must consume and pay for the minimum space indicated herein within one year from the 1st Run Date (the "Minimum Amount"). If Advertiser fails to satisfy the Minimum Commitment, Advertiser shall not be entitled to the rates or discounts set forth herein and will be retroactively billed for all advertising during the Term at the applicable then current standard published rate card rate (the "Corrected Rate"). Advertiser will pay MHMC any such Corrected Rate balance immediately. Advertiser agrees to pay this Corrected Rate in addition to all amounts paid or payable by Advertiser under this Agreement. Payment of any Corrected Rate does not count toward the Minimum Commitment.

Earned Rating/Agreement Review. Advertiser will be billed at the Earned Rate for advertising purchased after the initial term. "Earned Rate" means the rate applicable to the linage, revenue or frequency level reached by Advertiser at the conclusion of the then-expiring term of the Agreement. If Advertiser satisfies the linage, revenue or frequency level required of its contract and qualifies for a lower Earned Rate, it will be billed at the lower Earned Rate beginning the next billing period. No advertiser will receive an automatic rebate on past advertising purchases solely by qualifying for a lower Earned Rate during the contract term. Revenue and linage agreements are automatically renewed for successive 12-month periods at the Earned Level unless (i) Advertiser failed to meet the contract requirements in any 12-month period or, (ii) either party gives written notice of cancellation at least 30 days prior to the anniversary date of the Agreement. MHMC reserves the right to review the volume of advertising placed on a quarterly basis and cancel this contract at its sole discretion, if advertising placed falls ___% or more below the quarterly average of linage or revenue needed to fulfill the twelve-month contract amount. Failure of MHMC to review the volume of advertising or cancel the contract for any reason shall not be deemed a waiver of the right to cancel in the future or to impose any applicable rate adjustments.

Ownership of Ads. MHMC retains all rights of ownership in and to all advertisements designed or created by MHMC. Advertiser grants MHMC a non-exclusive license to publish all camera-ready advertisements provided by Advertiser (or provided on Advertiser's behalf) to MHMC. MHMC is not obliged to return ads or ad materials to Advertiser and MHMC is not responsible for any damage or loss to any ads, copy, drawings, art or any other materials provided by Advertiser.

Copyrights. Advertiser hereby grants a non-exclusive license to MHMC for all copyrights and ownership rights in any advertisement of Advertiser submitted for insertion in any publication of MHMC, including the right to publish, reproduce, display, adapt, transmit, or produce derivative works in any medium, including any digital electronic medium. Advertiser authorizes MHMC to bring suit in MHMC's discretion and at MHMC's expense for any unauthorized use, reproduction, display, distribution, or performance of advertisement as it appears in the Newspapers or for its unauthorized alteration.

Acceptance/Rejection of Advertising. MHMC reserves the right to revise, alter or reject any advertisement for any reason whatsoever, or to omit ads without notice. MHMC may cancel any ad at its sole discretion, even if previously accepted for publication. Advertising copy not timely submitted by Advertiser will be excluded. Special position for advertising is not guaranteed but may be available for a premium and if agreed to in writing.

Publication Errors and Omissions. MHMC is not liable for any omission of all or any portion of any ad, nor is MHMC responsible for orders, cancellations or corrections given by telephone, facsimile or telegraph. MHMC is also not liable for any error in a published ad unless an advertising proof is requested in writing, Advertiser clearly marks any error in the advertising proof for corrections, and MHMC is notified of the error in sufficient time before publication, in which case Advertiser's sole remedy is an appropriate credit to the extent of the error up to the cost of the first insertion of the error (if there is more than one incorrect insertion, credit shall be allowed only for the first incorrect insertion).

MHMC's Rights Regarding Mechanical Specifications. MHMC reserves the right to alter any advertising material due to press/production requirements. This reservation of right includes the Newspaper's right to reduce the size of any advertisement as long as the advertisement maintains the same proportion of the entire page. Advertising will be billed based on the space reserved/ordered.

Unavoidable Nonperformance. MHMC is not liable for failure to publish ads or distribute its publications because of flood, fire, riots, strikes, terrorists, storms, shortages of material, orders of government, failure of transportation, acts of God or other causes beyond MHMC's control. In such an event, this Agreement will be extended for a period equal to the time during which such performance was not possible.

Miscellaneous. Florida law shall govern the enforcement and interpretation of this Agreement, without regard to any conflict of law principles. The parties agree to submit to the exclusive jurisdiction of a court of competent jurisdiction located in Miami-Dade County, Florida. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. A legible facsimile copy of this Agreement when fully executed shall be considered an original copy of this Agreement. Advertiser represents and warrants to MHMC that: (i) no additional consents, approvals or corporate actions are necessary for Advertiser to enter into this Agreement; (ii) execution of this Agreement by Advertiser will not cause a breach or default in any other agreement to which Advertiser is a party; and, (iii) Advertiser is not insolvent. In the event of a filing by or against Advertiser of a petition under the Bankruptcy Code, in its sole discretion, MHMC may (i) discontinue Advertiser's advertising; (ii) demand advance payment; or, (iii) terminate all agreements with Advertiser. This Agreement and any exhibits attached hereto contain the entire understanding between the parties and supersede any prior written or oral understandings, as well as agreements, between them regarding the subject matter. This Agreement shall not be modified except in writing signed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successor and assigns. The Agreement may not be assigned (by operation of law or otherwise) by Advertiser. In the event that any provision contained in this Agreement or the application thereto to any circumstance is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability and the remainder of this Agreement will remain valid and enforceable according to its terms.

LIMITATION OF LIABILITY. IN THE EVENT OF ANY ALLEGED BREACH BY MHMC OF THE AGREEMENT OR ANY OTHER CLAIMS BY ADVERTISER OR ANY OTHER PARTY, MHMC SHALL IN NO EVENT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL MHMC BE LIABLE FOR DAMAGES IN EXCESS OF THE LESSER OF AN AMOUNT WHICH (I) EXCEEDS OF THE COST OF THE ADVERTISEMENT; OR, (II) THE AMOUNT ACTUALLY PAID BY ADVERTISER TO MHMC. MHMC'S PAYMENT OF SUCH AMOUNT SHALL BE ADVERTISER'S EXCLUSIVE REMEDY AND AGREED UPON LIQUIDATED DAMAGES. MHMC HEREBY DISCLAIMS ANY WARRANTIES NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT AND ADVERTISER WAIVES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR OTHERWISE.

2B(6)

Initials

2011 Retail Advertising Rates

The Miami Herald*/El Nuevo Herald - Annual Spending Contract Rates

2011 R1

SPENDING LEVELS	THE MIAMI HERALD/ EL NUEVO HERALD		THE MIAMI HERALD		BUSINESS MONDAY	EL NUEVO HERALD	
	Daily	Sunday	Daily	Sunday		Daily	Sunday
\$-	\$253.50	\$345.00	\$203.00	\$290.00	\$219.00	\$83.50	\$96.50
\$2,500	199.50	273.00	149.00	218.00	164.00	77.50	92.50
\$5,000	197.50	271.00	147.00	216.00	161.00	76.50	91.00
\$7,500	196.50	267.00	146.00	212.00	159.00	75.50	87.00
\$12,500	194.50	264.00	144.00	209.00	157.00	69.00	81.00
\$25,000	192.50	262.00	142.00	207.00	156.00	65.00	76.00
\$50,000	191.50	259.00	141.00	204.00	154.00	62.50	73.50
\$75,000	189.50	256.00	139.00	201.00	151.00	59.00	69.00
\$100,000	187.50	252.00	137.00	197.00	149.00	57.00	68.00
\$150,000	184.50	249.00	134.00	194.00	147.00	55.00	65.00
\$200,000	182.50	245.00	132.00	190.00	146.00	54.00	62.00
\$300,000	180.50	243.00	130.00	188.00	143.00	51.50	61.00
\$400,000	178.50	240.00	128.00	185.00	140.00	51.50	61.00
Full Page					8,195	4,615	5,760

* All rates are per column inch.

Holiday Rates and Circulation

We provide Sunday circulation of the Miami Herald and El Nuevo Herald to all subscribers on the following days: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Day Before Christmas, Day After Christmas, New Year's Eve Day. These days are charged at the Sunday contract rate and include Sunday pricing of color and any other applicable premiums. Charges for Business Monday ads running on these days will be based on a combined total of the Sunday rate and the Sunday page 2A premium.

REPEAT RATE PROGRAM

Advertisers repeating ads in The Miami Herald or El Nuevo Herald may use the Repeat Rate. The first ad is charged at the highest rate, not combination rate. The second ad, run within seven days and unchanged, will receive a 30% discount. Ads repeated a third or more time(s), within the same seven days and unchanged, will receive 50% off the regular rate. Not available in Viernes.

Requirements

- Ad must be same size and copy.
- Highest rate ad will be charged at full rate and will not receive a discount (i.e., Sunday or Business Monday).
- Advertisers must run ads within a 7-day period to qualify for the discount.
- Repeat ads must be placed on initial insertion order to qualify.

Page 2A and 3A - The Miami Herald

A fixed 2 col. x 7" space on page 2 and page 3 of Section A offers advertisers guaranteed placement in one of the paper's most widely read sections. Positions are available every day. Rates are equal to your achieved contract level rate plus a premium charge of \$10.00 per column inch regardless of frequency.

Position Premiums

RATES / per col. Inch	Section A/Other Pages & Sections
The Miami Herald Daily / Sunday	\$9.50

El Nuevo Herald

El Nuevo Herald is a Spanish-language newspaper published seven days a week. Miami Herald bulk contract advertisers automatically qualify for the same volume level on their El Nuevo Herald contracts without signing a new contract. Free translation is available up to 24 hours prior to regular deadline. Translated ads must be the same size or larger and contain the same copy points and can be based on a 6-column x 21" page size.

Recognized agencies qualify for a 15% commission on El Nuevo Herald advertising. El Nuevo Herald's pick up rate is \$50.50 per column inch Daily, \$55.00 per column inch Sunday (except for Viernes @ \$58.00), when repeating an ad that is scheduled to appear in any of The Miami Herald's other products or sections within 7 days.

Page 2A Strip - El Nuevo Herald

A fixed 6 col. X 1.5" space on page 2 of Section A is available everyday. Rates are equal to advertiser's achieved contract level rate plus a 25% premium per insertion.

Page 3A - El Nuevo Herald

A fixed 2 col. X 7" space on page 3 of Section A is available everyday for a premium of \$5.00 per column inch, regardless of frequency.

Front Page Strip Ads - El Nuevo Herald

Front Page: A fixed 6 col. X 1.5" strip ad at the bottom of the front page provides advertisers with guaranteed placement on the front of El Nuevo Herald. Rates are equal to advertiser's achieved contract level rate plus a 50% premium per insertion.

Section Fronts - El Nuevo Herald

A fixed 6 col. X 3" strip ad at the bottom of a section's front page provides advertisers with guaranteed placement on the front page of a section of El Nuevo Herald. Rates are equal to advertiser's achieved contract level rate plus a 25% premium per insertion.



Viernes

Viernes is the popular Spanish-language entertainment magazine published by El Nuevo Herald for young Hispanics, with features on music, nightclubs, movies, videos, celebrities and more. *Viernes* is distributed with Friday's El Nuevo Herald.

Viernes Frequency Rates

	OPEN	6X	13x	26X
Full page	\$3,230	\$2,640	\$2,230	\$1,845
1/2 page	2,625	1,320	1,115	920
1/3 page	2,100	1,055	890	735
1/4 page	1,575	790	670	555
1/6 page	1,050	530	445	370
1/8 page	790	395	335	275
1/12 page	525	265	225	185
1/24 page	265	130	110	90

Business Monday

Business Monday is a weekly business tabloid insert. Distributed in Monday's edition of The Miami Herald, this business tabloid is the ideal publication to reach upscale professionals, investors and executives.

Weekend

Distributed in The Miami Herald every Friday, this is a lively, provocative and feature-packed tabloid-size guide to what's happening in South Florida: things to do, movies, nightlife, performing arts and restaurant listings.

Weekend Section Frequency Rates

Total Market Distribution

	OPEN	6X	13x	26X
Full page	\$10,965	\$9,435	\$8,685	\$7,220
1/2 page	5,730	4,780	4,535	3,770
1/3 page	4,750	3,890	3,765	3,125
1/4 page	3,540	2,905	2,800	2,325
1/6 page	2,470	2,030	1,955	1,625
1/8 page	1,876	1,540	1,484	1,232
1/12 page	1,255	1,155	1,000	835
1/24 page	635	580	505	415
Strip	2,820	2,310	2,235	1,855

Weekend Section Frequency Rates

Miami-Dade Distribution

	OPEN	6X	13x	26X
Full page	\$7,785	\$6,690	\$6,170	\$5,125
1/2 page	4,180	3,595	3,310	2,750
1/3 page	3,530	3,010	2,795	2,320
1/4 page	2,690	2,285	2,125	1,765
1/6 page	1,915	1,625	1,515	1,255
1/8 page	1,426	1,211	1,126	935
1/12 page	995	910	785	655
1/24 page	510	470	405	340
Strip	2,185	1,860	1,730	1,435

Weekend Section Frequency Rates

Broward Distribution

	OPEN	6X	13X	26X
Full page	\$3,365	\$2,890	\$2,665	\$2,215
1/2 page	1,790	1,555	1,415	1,180
1/3 page	1,515	1,290	1,200	1,000
1/4 page	1,155	985	910	750
1/6 page	820	700	650	535
1/8 page	612	522	482	398
1/12 page	425	385	340	285
1/24 page	215	200	175	145
Strip	930	800	740	615

Special Section Rates

Throughout the year, The Miami Herald and El Nuevo Herald publish special sections targeting a wide variety of reader interests. For information about upcoming sections, please contact your Miami Herald advertising representative or call (305) 376-2861. In Broward, call (954) 764-7026, ext. 2861.

Contact Information

For more information on these and other Miami Herald products, contact your Miami Herald representative or call our Retail Advertising Offices:

Display Advertising Main Office.....800-766-2820
Email.....adinfo@miamiherald.com

Be sure to visit MiamiHeraldAdvertising.com.
All rates current at time of publication.

Miscellaneous Notes

- For information regarding contracts/policies/terms, please refer to contracts Policies/Terms rate card (H1).
- For information regarding deadlines, please refer to Deadlines rate card (H2).
- For information regarding mechanical requirements, please refer to Mechanical Requirements rate card (H3).
- * Rates, unless otherwise indicated, are flat rates. All references to "The Miami Herald", "The Herald" and "Herald" pertain to domestic U.S. editions of The Miami Herald. Advertising in El Nuevo Herald may be purchased separately or in tandem with other MHMC products.

2B (8)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79TH STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)

WHEREAS, the City has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79th Street Causeway, from the Intracoastal Waterway as boundary on the west to the eastern city limits; and

WHEREAS, the City and the Department of Transportation wish to enter into a new agreement for a period of one year effective October 1, 2011 through September 30, 2012 for continued maintenance of the turf and landscaped areas; and

WHEREAS, Florida Department of Transportation agrees to compensate the City in an annual amount of Five Thousand Two Hundred Ninety-Four Dollars and Three Cents (\$5,294.03) to be paid on a quarterly basis for the City's performance of maintaining the turf and landscaped areas on the 79th Street Causeway.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

Section 2. Approval Agreement. The Agreement between the City of North Bay Village and the Florida Department of Transportation for turf and landscape maintenance is hereby approved; a copy of which is attached hereto as Exhibit 1.

Section 3. Authorization of City Officials. The City Manager is authorized to take all actions necessary to implement the terms and conditions of the agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

Section 4. Execution of Agreement. The City Manager is authorized to execute the agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded _____.

FINAL VOTE AT ADOPTION:

Mayor Corina S. Esqujarosa	_____
Vice Mayor Connie Leon-Kreps	_____
Commissioner Eddie Lim	_____
Commissioner Frank Rodríguez	_____
Commissioner Paul Vogel	_____

PASSED AND ADOPTED this _____ day of September, 2011.

Corina S. Esqujarosa, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

2c(2)

**APPROVED AS TO FORM FOR THE USE OF
THE CITY OF NORTH BAY VILLAGE:**

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Florida Department of Transportation Turf and Landscape
Agreement/2011-2012



City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website -- www.nbvillage.com

MEMORANDUM
City of North Bay Village

DATE: September 6, 2011

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Robert Daniels *RD*
Interim City Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the City Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79TH STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

Mayor
Corina S. Esquijarosa

Vice Mayor
Connie Leon-Kreps

Commissioner
Frank Rodriguez

Commissioner
Eddie Lim

Commissioner
Dr. Paul Vogel

20(4)

1000NW 111 Avenue, Rm. 6202B

Miami, FL 33172

Ph. (305) 470-5112

Fax (305) 640-7556

Help protect our planet: Do not print this email unless necessary.

From: Meaux, Michelle L

Sent: Friday, August 05, 2011 2:47 PM

To: 'rdaniels@nbvillage.com'

Cc: Ianotti, Shany

Subject: Turf & Landscape Maintenance JPA for S.R. 934/Kennedy Causeway

Importance: High

Mr. Daniels,

Good afternoon! Attached for the City's review is the draft Turf and Landscape Maintenance Joint Participation Agreement for S.R. 934/Kennedy Causeway. If there are any changes needed, the document has the tracked changes on so please make them there and send them to my attention for review and approval. Also, if you would please let me know when the City has placed the Agreement on a Commission Meeting agenda for Resolution approval, I'd appreciate it.

When the City is ready to execute the Agreement, please send at least two (2) executed originals along with a copy of the adopted Resolution to my attention. Please feel free to contact me, if you have any questions or concerns.

Sincerely,

Michelle Loren Meaux

JPA Coordinator

Professional Services

Florida Department of Transportation

1000NW 111 Avenue, Rm. 6202B

Miami, FL 33172

Ph. (305) 470-5112

Fax (305) 640-7556

Help protect our planet: Do not print this email unless necessary.

**TURF AND LANDSCAPE MAINTENANCE
JOINT PARTICIPATION AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF NORTH BAY VILLAGE**

This Agreement, is made and entered into this ____ day of _____, 20__, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of North Bay Village, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'CITY'.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 934/Kennedy Causeway corridor in the CITY; and

WHEREAS, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway System within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

WHEREAS, the CITY recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 252473-2-78-01, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.);**

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

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The CITY shall submit this Agreement to its CITY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of North Bay Village's Resolution', and is herein incorporated by reference.
- b. The CITY:
 - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of this Agreement; and
 - ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- c. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- d. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- e. The CITY shall be responsible for performing the required maintenance with a minimum frequency of twelve (12) times per year.
- f. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- g. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax, of the state road(s) and the day(s) in which the CITY will be working. The fax shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197.
- h. The CITY shall not be responsible for the clean-up, removal and disposal of

debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.

- i. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed FIVE THOUSAND TWO HUNDRED NINETY FOUR DOLLARS AND THREE CENTS (\$5,294.03), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.
- c. The CITY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:
 - i. Mowing Small Machine
 - ii. Edging & Sweeping
 - iii. Landscape Maintenance
 - iv. Litter Removal
- d. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- f. Travel costs will not be reimbursed.
- g. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5)

working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

- h. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- i. A Vendor Ombudsman has been established within the Department of Financial Services. The Duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.
- j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- k. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year."

1. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

4. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Room 6205
Miami, FL 33172-5800
Attention: District Maintenance Engineer

To CITY: City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
Attention: Robert Daniels, Interim City Manager

5. INVOICING

- a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. All costs charged to the PROJECT, including any approved services contributed by the CITY or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing it work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, no payment will be prorated for the quarter in which termination occurs.

6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the CITY is not accomplishing its

responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or
- b. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

2011

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the CITY expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

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

CITY OF NORTH BAY VILLAGE:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
CITY MAYOR

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) CITY CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

CITY ATTORNEY

DISTRICT CHIEF COUNSEL

2C(3)

Exhibit "A"

Maintenance Responsibilities

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 934/Kennedy Causeway, as described below:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program". Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- c. Remove and properly dispose of litter from roadside and median strips.
- d. Remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety.
- e. All work by the CITY shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".

FDOT Financial Project Number: 252473-2-78-01

County: Miami-Dade

FDOT Project Manager: Guy Gladson, P.E. 305-640-7197

CITY Project Manager: Robert Daniels, Interim City Manager

2C(14)

Exhibit "B"

Project Limits & Financial Summary

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

934	Kennedy Causeway	Intercoastal Waterway	West City Limits
934	Kennedy Causeway	West City Limits	East City Limits

Item Description	Quantity (AC)	# Cycles	Total Agreement (AC)	DB AVG PRICE (1 yr)	DB TOTAL (1 yr)
Mowing Small Machine (E104 4 3)	0.301	12	3.61	\$ 245.00	\$ 884.45
Edging & Sweeping (E 110 32 1)	0.24	12	2.88	\$ 323.25	\$ 930.96
Landscape Maintenance (E580 3 2)	0.105	12	1.26	\$ 449.49	\$ 566.36
Litter Removal (E110 30)	0.406	24	9.74	\$ 299.00	\$ 2,912.26
					\$ 5,294.03

TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$ 5,294.03

2015

Exhibit "C"
City of North Bay Village's Resolution

To be herein incorporated once approved by the CITY Commission.

2c(16)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: September 7, 2011

TO: Mayor Corina Esquijarosa
Vice-Mayor Connie Leon Kreps
Commissioner Paul Vogel
Commissioner Frank Rodriguez
Commissioner Eddie Lim

FROM: Robert Daniels, Interim City Manager 

SUBJECT: The Children's Trust Grant

RECOMMENDATION:

It is recommended that the City enter into contract with The Children's Trust for grant funding in order for the City to carry out an after school program and summer camp program for school year 2011-2012.

BACKGROUND:

In January 2011 Human Resource Manager, Jenice Rosado began writing a grant to The Children's Trust (TCT) in order to apply for funding for an after school and summer camp program for school year 2011-2012. This program is to provide after school care and summer camp care for children free of charge and will operate out of Treasure Island Elementary. Priority for enrollment is provided to City residents first, then children attending Treasure Island Elementary and finally to children with special needs and families with special circumstances.

The original funding amount the City requested in the grant was \$142,073.92. In May, our City was notified that we obtained grant funding for our program and are being awarded \$134,720.00. We were very successful in our writing of the grant and thus scored a high score of 80.4 allowing us to secure a funding slot in a very competitive race for funding. From May to date Jenice and other key staff has been working to organize all of the logistics required in order for the program to open on August 22, 2011. Many components required were hiring certified staff, conducting background checks, securing

2D(1)

agreements with DCF and MDCPS, securing free snacks and lunches for the programs and making sure that we are in compliance with each detail required by TCT in order to finalize our contract and making sure that city staff attends all trainings needed to run the program and properly incorporate this new program into our City.

The program was successfully opened on August 22, 2011 with full capacity enrollment. The program provides care for a total of 50 children and out of those 50 children, 9 slots are reserved for special needs children. Currently, we are fully enrolled and even have a waiting list. The program is highly structured, focusing on literacy improvement and other evidence based practice curriculum methods that are proven to help the children advance in a multitude of academic and social areas. The program incorporates many other enriching activities such as drug prevention and bullying prevention which is taught by one of our officers on Fridays and the program also incorporate family bonding activities and a multitude of art and cultural activities throughout the year.

Currently the City is operating under a letter of authorization from TCT to run the after school program as we are pending a final execution of the contract.

The City will have the opportunity to re-apply for funding with TCT for continuation of these programs for the each consecutive year. Once funded, we have a good possibility of obtaining funding for successive years.

FINANCIAL IMPACT:

The City receives funding of \$134,720.00 in total for the after school and summer camp program which will pay everything from salaries to supplies. Furthermore, the City will contribute any fees required by MDCPS for the use of utilities for using their premises. We are happy to announce that MDCPS and Principal Barnes have generously waived the utilities fees through next June. In addition the City will also fund some of the costs for supplies and field trips for the programs. The financial impact to the City is estimated at approximately \$10,000.00.

PERSONNEL IMPACT:

We have hired a total of 8 new staff members to run the program and they are fully funded by the grant. They will remain City staff as long as the program remains funded by TCT.

CONTACT:

Robert Daniels, Interim City Manager

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT IN FORM BETWEEN THE CHILDREN'S TRUST AND THE CITY OF NORTH BAY VILLAGE PROVIDING FOR GRANT FUNDING FOR A CITY AFTER-SCHOOL CARE PROGRAM FOR THE 2011-12 SCHOOL YEAR AND A SUMMER CAMP FOR SUMMER 2012; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO ENTER INTO AND IMPLEMENT THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)

WHEREAS, the City of North Bay Village (the "City") has developed an afterschool care program for the 2011-12 school year to care for students after the close of the school day and a summer 2012 summer day camp program for area children; and

WHEREAS, the Children's Trust provides grant funding to assist in providing services for the benefit of children; and

WHEREAS, the City is seeking to obtain grant funding from the Children's Trust for the operation of the City's afterschool program for the 2011-12 school year and for a summer camp program for 2012; and

WHEREAS, the Children's Trust Agreement, (the "Agreement") provides the terms and conditions for grant funding from the Children's Trust; and

WHEREAS, the City Commission finds that approval of the form of this Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA:

Section 1. Recitals. The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Form of Agreement. The Agreement between The Children's Trust and the City of North Bay Village (the "Agreement"), a copy of which is attached as Exhibit "A", together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved in form, for execution and implementation.

Section 3. Authorization of City Officials. The City Manager and/or his designee and the City Attorney are authorized to take all actions necessary to enter into the Agreement with the Children's Trust and to take all necessary steps to implement the terms and conditions of the Agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

Section 4. Execution of the Agreement. The City Manager is authorized to execute the Agreement on behalf of the City, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the City Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2011.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____. The votes were as follows:

FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa	_____
Vice Mayor Connie Leon-Kreps	_____
Commissioner Eddie Lim	_____
Commissioner Frank Rodriguez	_____
Commissioner Paul Vogel	_____

CORINA S. ESQUIJAROSA
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
CITY CLERK

APPROVED AS TO FORM FOR USE BY
THE CITY OF NORTH BAY VILLAGE ONLY:

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Agreement with Children's Trust for Afterschool Care
and Summer Camp Program.

CORINA S. ESQUIJAROSA
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
CITY CLERK

APPROVED AS TO FORM FOR USE BY
THE CITY OF NORTH BAY VILLAGE ONLY:

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Agreement with Children's Trust for Afterschool Care
and Summer Camp Program.



City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

MEMORANDUM
City of North Bay Village

DATE: September 6, 2011

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Robert Daniels
Interim City Manager 

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the City Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT IN FORM BETWEEN THE CHILDREN'S TRUST AND THE CITY OF NORTH BAY VILLAGE PROVIDING FOR GRANT FUNDING FOR A CITY AFTER SCHOOL CARE PROGRAM FOR THE 2011-12 SCHOOL YEAR AND A SUMMER CAMP FOR SUMMER 2012; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO ENTER INTO AND IMPLEMENT THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

Mayor
Corina S. Esquijarosa

Vice Mayor
Connie Leon-Kreps

Commissioner
Frank Rodriguez

Commissioner
Eddie Lim

Commissioner
Dr. Paul Vogel

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**FY 2011-2012
CONTRACT NO. ####-####
BETWEEN THE CHILDREN'S TRUST
AND AGENCY NAME
FOR OOS, PP, SPP, etc.**

THIS CONTRACT is between **The Children's Trust** whose address is 3150 S.W. 3rd Avenue, 8th Floor, Miami, Florida 33129 and **Agency Name** hereafter "Provider" whose address is _____, Miami, Florida 331__.

In consideration of the mutual covenants herein, The Children's Trust and Provider (sometimes hereafter referred to as "**Parties**") agree as follows:

A. EFFECTIVE TERM

The effective term of this Contract shall be from _____ through _____, subject to funding availability and Provider's performance.

B. TERMS OF RENEWAL, if applicable

In the sole discretion of The Children's Trust, this Contract may be renewed with the acknowledgement of Provider. In considering the exercise of any contract renewal, and in accordance with the Request for Proposal (RFP) and Board authorization, renewal may not exceed a term equal to the term of the initial contract for a total maximum of three (3) terms. The Children's Trust in its sole discretion will consider, but is not limited to, the following:

1. Provider meeting the performance requirements specified in this Contract.
2. Continued demonstrated and documented need for the services funded.
3. Program performance, fiscal performance, and compliance by Provider that is deemed satisfactory in The Children's Trust's sole discretion.
4. The availability of funds. The Children's Trust is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the contract.
5. If applicable, The Children's Trust in its sole discretion will initiate re-negotiation of this Contract before the contract term expires.

C. SCOPE OF SERVICES

1. Provider agrees to render services in accordance with the Scope of Services, Attachment A, hereafter "Services", to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. The Services' activities and performance measures, as well as complete and accurate data and programming information will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding provided by The Children's Trust, pursuant to this Contract will be used exclusively for services in and for the benefit of Miami-Dade County residents.

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D. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed \$_____. Provider agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be reduced at the sole option of The Children's Trust. Provider agrees to adhere to Other Fiscal Requirements, Budget and Method of Payment outlined in Attachment B to this Contract.

E. FISCAL MANAGEMENT

1. Double Billing and Payments

Provider costs or earnings claimed under this Contract may not also be claimed under any other contract or grant from The Children's Trust or, unless such claim is denied by The Children's Trust, from any other agency. Any claim for double payment by Provider shall be a material breach of this Contract.

2. No Supplanting of Existing Public Funds

The Children's Trust funding may not be used as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by, and currently available from, local and state funding sources for the same purpose. A violation of this section is a material breach of this Contract.

3. Capital Equipment

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.001, and is defined as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in this Contract (see Section K. Insurance).

Capital equipment purchased with Trust funds by Provider become assets of The Children's Trust; are intended for The Children's Trust funded programs; are owned by The Children's Trust; and must be tagged at the time of purchase as an asset of The Children's Trust. The Children's Trust will work with Provider to tag the asset and receive all information regarding the capital equipment. Provider must maintain a record of any capital equipment purchased with funds provided by The Children's Trust. When Provider is no longer funded by The Children's Trust, the equipment will be returned to The Children's Trust unless it is fully depreciated. Ownership of capital equipment will be transferred to Provider and removed from The Children's Trust's fixed asset system if the capital equipment is fully depreciated and in the possession of Provider. Provider can purchase the equipment at the depreciated cost with the approval of The Children's Trust. If capital equipment is not purchased by Provider prior to the equipment being fully depreciated, Provider must return such capital equipment to The Children's Trust before submission of the final invoice.

In the event that property of The Children's Trust is either damaged, lost, or stolen, while in Provider's possession, Provider is to perform all of the following: a) within 5 business days provide written notification to The Children's Trust contract manager that the capital equipment has been either damaged, lost or stolen; b) provide a police report for lost or stolen items; or provide a written statement as to how the capital equipment was damaged; and c) reimburse The Children's Trust for the value, as determined by The Children's Trust.

4. Assignments and Subcontracts

Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust. In any subcontract, Provider shall incorporate appropriate language from this contract into each subcontract and shall require each subcontractor providing services to be governed by the terms and conditions of this contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 days of its execution. All sub-contracts with Provider must be executed within 90 days of Provider's execution date. All subcontractor must agree to be monitored by Provider and/or The Children's Trust, in the same manner as Provider under the terms of this contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about contract, program, and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

Provider shall be responsible for all Services performed, and all expenses incurred, under this Contract, including services provided and expenses incurred by any and all subcontractors. The Children's Trust shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. Provider shall be solely liable for any expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at Provider's expense, The Children's Trust against any claims, demands or actions related to any subcontract.

The Children's Trust shall not provide funds to any subcontractor unless specifically agreed to in writing by The Children's Trust with notification to the Provider. All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. The Children's Trust reserves the right to require verification from Provider and/or subcontractor of payment due for satisfactory work performed by the subcontractor.

Provider and any Subcontractor must be currently qualified to do business in the State of Florida at the time that a subcontractor agreement is entered into and services are rendered.

5. Religious Purposes

Providers and/or their faith-based community partners shall not use any funds provided under this Contract to support any inherently religious activities, including but not limited to, any religious instruction, worship, proselytization, publicity or marketing materials. Any such use by Provider shall be a material breach of this Contract.

6. Lobbying

Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any federal, state or local government or legislators. Any such use by Provider shall be a material breach of this Contract.

7. Adverse Action or Proceeding

Provider shall not use any funds under this Contract, or any other funds provided by The Children's Trust, for any legal fees, or for any action or proceeding against The Children's Trust, its agents, employees or officials. Any such use by Provider shall be a material breach of this Contract.

8. Compliance

Provider agrees to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws. This includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns to retain non-exempt status throughout the term of the contract, and payment of payroll taxes as applicable.

Provider further agrees to provide agency and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline.

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F. INDEMNIFICATION BY PROVIDER

1. Government Entity

Subject to the limitations and sovereign immunity provisions of Florida Statute, Sec. 768.28, Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors.

Subject to the limitations and sovereign immunity provisions of Florida Statutes, Sec. 768.28, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

2. All Other Providers

Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which The Children's Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or sub contractors, except to the extent arising from The Children's Trust's willful or wanton acts or omissions.

To the extent arising from a liability that is covered by the foregoing indemnification, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend The Children's Trust or its officers, employees, agents.

The provisions of this section on indemnification shall survive the expiration or termination of this Contract.

G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS

Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, The Children's Trust has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and terms of this Contract, and to have others acting on behalf of The Children's Trust to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in Provider or with any applicable third party who has licensed or otherwise permitted Provider to use the same. Provider agrees to allow The Children's Trust and others acting on behalf of The Children's Trust to have reasonable use of the same consistent with the purposes and terms of this Contract, at no cost to The Children's Trust, provided that such use does not compromise the validity of such copyright, trademark or patent.

H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly to the extent permitted by Chapter 119, Florida Statutes, Provider retains sole ownership of intellectual property developed under this Contract. Provider is responsible for payment of required licensing fees if intellectual property owned by other parties is incorporated by Provider into the services required under this Contract. Such licensing should be in the exclusive name of Provider. Payment for any licensing fees or costs arising from the use of others' intellectual property shall be at the sole expense of Provider.

As applicable for The Children's Trust under Fla. Stat. Section 768.28, and to the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the Parties shall indemnify and hold each other harmless from liability of any nature or kind, including costs and expenses for or on account of third party allegations that use of any intellectual property owned by the third party and provided, manufactured or used by the indemnifying Party in the performance of this Contract violates the intellectual property rights of that third party.

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

A material breach by Provider shall have occurred under this Contract if Provider through action or omission causes any of the following:

- a. Fails to comply with Background Screening, as required under this Contract.
- b. Fails to provide the Services outlined in the scope of services (Attachment A) within the effective term of this Contract;
- c. Fails to correct an imminent safety concern or take acceptable corrective action;
- d. Ineffectively or improperly uses The Children's Trust funds allocated under this Contract;
- e. Does not furnish and maintain the certificates of insurance required by this Contract or as determined by The Children's Trust;
- f. Does not meet or satisfy the conditions of award required by this Contract;
- g. Fails to submit or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed reports of requests for payment, expenditures or final expenditure reports; included, but not limited to filing reports or request for payments in Services & Activities Management System ("SAMIS").
- h. Does not submit or submits incomplete or incorrect required reports pursuant to the scope of Services in this Contract;
- i. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review Provider's program, including required client data;
- j. Fails to comply with child abuse and incident reporting requirements;
- k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;
- l. Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;
- m. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies;
- n. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws;
- o. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract.

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

2. Remedies

If Provider fails to cure any breach within thirty (30) days after receiving written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any or all of the following remedies:

- a. The Children's Trust may, at its sole discretion, enter into a written performance improvement plan with Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.
- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider of such suspension and specifying the effective date of suspension, at least five business days before the effective date of suspension. On the effective date of suspension Provider may (but shall not be obligated to) continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five business days before the effective date of such suspension, in any event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension including reasonable attorney's fees.
- c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by Provider with Trust funds under this Contract subject to the rights of Provider as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay verifiable requests for payment for services that were performed and/or deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.

- d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement or judgment.
- e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

J. TERMINATION BY EITHER PARTY

The parties agree that this Contract may be terminated by either party by written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination.

K. INSURANCE REQUIREMENTS

Prior to, or on the date commencing the effective term of this Contract, Provider's insurance agent(s) shall provide to The Children's Trust the following, as applicable: 1) Certificates of Insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract.

Or, 2) A letter of self-insurance indicating coverage applicable to a Florida municipal corporation required under this section or as determined by The Children's Trust, except as required by Florida law for government entities.

Failure by Provider to comply with Section K, shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this contract until all required Certificates of Insurance, or letter(s) of self-insurance have been provided to and have been approved by The Children's Trust.

Provider will carry insurance policies in the amounts and with the requirements indicated below:

1. Worker's Compensation Insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Provider is no longer exempt from obtaining Worker's Compensation insurance, the Provider must notify The Children's Trust and provide the necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.
2. Comprehensive General Liability insurance, to include sexual molestation, in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Provider can provide financials to support a higher deductible. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. The general liability policy must contain coverage for the following:
 - a. Bodily Injury;
 - b. Property Damage;
 - c. No exclusions for Abuse, Molestation or Corporal Punishment;
 - d. No endorsement for premises only operations.
3. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and/or sub-contractors and transportation companies

transporting program participants. The amount of coverage is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured and the certificate holder with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants.** The minimum amount of coverage is \$300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.

6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The Children's Trust is not required to be named as an Additional Insured. Professional liability insurance is generally required when the scope of services uses professional services that require certification or license(s) to provide direct services to program participants.

7. Proof of Property Coverage is required when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider or such capital equipment is returned to The Children's Trust.

Certificate Holder

Certificate holder must read:
The Children's Trust
3150 SW 3rd Avenue, 8th Floor
Miami, Florida 33129

Classification and Rating

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust.

Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date of making any material changes to the insurance coverage except for ten (10) days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.

In the event of any change in Provider's Scope of Services, Attachment A, The Children's Trust may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.

In the event that an insurance policy is canceled, lapsed or expired during the effective period of this Contract, The Children's Trust shall withhold all payments to Provider until a new Certificate of Insurance required under this section is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by Provider pursuant to a master or blanket policy or policies of insurance.

L. PROOF OF TAX STATUS

Provider is required to keep on file the following documentation for review by The Children's Trust:

- The Internal Revenue Service (I.R.S.) tax status determination letter, if applicable;
- The most recent (two years) I.R.S. form 990 or applicable tax return filing within six (6) months after Provider's fiscal year end or other appropriate filing period permitted by law;
- If required by applicable law to be filed by Provider, IRS 941 - quarterly federal tax return reports within thirty-five (35) calendar days after the quarter ends and if applicable, state and federal unemployment tax filings and if the 941 and unemployment tax filings reflects a tax liability, proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

M. NOTICES

Written notices pursuant to this Contract shall be sent to the addresses for each Party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its President/CEO. It is each Party's responsibility to advise the other Party in writing of any changes in responsible personnel for accepting Notices under this Contract; mailing address, and/or telephone number.

N. AUTONOMY

The Parties agree that this Contract recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. Provider is only a recipient of funding support and is not an employee, agent or instrumentality of The Children's Trust, and Provider's agents and employees are not agents or employees of The Children's Trust.

O. RECORDS, REPORTS, AUDITS AND MONITORING

The provisions of this section shall survive the expiration or termination of this Contract, consistent with Florida laws.

1. Accounting records

Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by Provider for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, whichever is later.

2. Financial audit and program specific audit

Within 180 days of the close of its fiscal year, Provider agrees to submit to The Children's Trust an Annual Financial Audit, performed by an independent certified audit firm that is registered to do business with the Florida State Department of Business Regulation, of all its corporate activities and any accompanying management letter(s) or report(s) on other matters related to internal control, for each year during which this Contract remains in force and until all funds expended from this Contract have been audited. If no management letter or report or other matters related to internal control is prepared by the independent audit firm, Provider must confirm in writing to The Children's Trust that no such report was submitted to Provider. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States.

Providers that are required to have a single audit conducted under OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97 agree to submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan. In the event that the independent auditor does not disclose audit findings, Provider shall submit written notification to The Children's Trust that an audit of Provider was conducted in accordance with applicable laws and regulations and that the findings and questioned costs disclosed no audit findings related to this Contract; and, that the summary schedule of prior audit findings did not report on the status of any audit findings relating to awards that The Children's Trust provided.

Within 180 days of the close of its fiscal year, a Provider who is contracted for a combined total of \$100,000 or more from The Children's Trust from this or any other The Children's Trust contract(s), related to the fiscal year under audit, Provider agrees to have a program-specific audit relating to The Children's Trust contract(s), in addition to the annual financial audit. The program-specific audit shall be performed by an independent certified public accounting firm that is registered to do business with the Florida State Department of Business Regulation, can perform audits under Government Auditing Standards i.e. "Yellow Book", and is either a member of the AICPA or FICPA Peer Review Program to include engagement reviews. This program-specific audit is to encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program Specific Audit Requirements.

A provider that does not meet the program-specific audit threshold requirement will be exempt from the program-specific audit requirement in the fiscal year that the audit threshold is not met.

Audit extensions may be granted in writing by The Children's Trust after proper approval has been obtained from The Children's Trust's Finance Department, upon receipt in writing of such request with appropriate justification by Provider. A copy of the engagement letter, along with the audit completion date and any concerns from the auditing firm in relation to the audit, must accompany the request. Approved extension requests allow for the continuation of payment until such time that the extension expires.

The financial audit and other financial information will be used in the evaluation of Provider's performance and Provider's overall fiscal health.

In the event that either the audited financial statement or program specific audit is not received in a timely manner and in accordance with the previously stated due dates, and an audit extension has not been approved, then The Children's Trust shall withhold all payments to Provider until said documents are received and determined to be acceptable by The Children's Trust.

3. Access to records

Provider shall provide access to all records including subcontractor(s) which relate to this Contract at its place of business during regular business hours. Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by The Children's Trust to insure compliance with applicable accounting, financial, and programmatic standards. This would include access by The Children's Trust or its designee, to Provider's independent auditor's working papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing at The Children's Trust's expense.

4. Monitoring

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled monitorings, reviews, and evaluations of the program which is the subject of this Contract, including any subcontracts under this Contract, using The Children's Trust approved monitoring tools. The Children's Trust or contracted agents shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the Contract. Provider shall permit The Children's Trust or contracted agents to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary in The Children's Trust's sole discretion to fulfill the monitoring function. A report of monitoring findings will be delivered to Provider and Provider will rectify all deficiencies cited within the period of time specified in the report.

5. Client Records

Pursuant to Florida Statute 119.071(5), The Children's Trust collects the social security numbers of child participants of funded programs and services for the following purposes: (a) to research, track and measure the impact of The Children's Trust funded programs and services in an effort to maintain and improve such programs and services for the future (individual identifying information will not be disclosed); (b) to identify and match individuals and data within and among various systems and other agencies for research purposes. The Children's Trust does not collect social security numbers for adult participants.

Provider shall maintain a separate file for each child/family served. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans (as applicable), outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the monitoring/review and inspection requirements under this Contract, subject to applicable confidentiality requirements. All such records will be retained by Provider for not less than five

calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

6. Internal Documentation/Records Retention

Provider agrees to maintain and provide for inspection to The Children's Trust, during regular business hours the following as may be applicable, subject to applicable confidentiality requirements: (1) personnel files of employees which include hiring records, background screening affidavits, job descriptions, verification of education, and evaluation procedures; (2) authorized time sheets, records, and attendance sheets to document the staff time billed to provide Services pursuant to this Contract; (3) daily activity logs and monthly calendars of the provision of Services pursuant to this Contract; (4) training modules; (5) pre and post session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to Service provision as described in Attachment A and as required by this Contract; all upon request by The Children's Trust. Provider shall retain all records for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by the appropriate entity.

7. Confidentiality

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party (except that such information may be disclosed to such Party's attorneys), or to any employee of such Party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval or (g) is subject to Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract. Provider shall specifically require all sub-contractors to comply with this paragraph.

8. Security Obligation

Provider shall maintain an appropriate level of data security for the information Provider is collecting or using in the performance of this Contract. This includes, but is not limited to, approving and tracking all Provider employees who request system or information access and ensuring that user access has been removed from all terminated employees of Provider.

9. Withholding of payment

At the sole discretion of The Children's Trust, payment may be withheld for non-compliance of contractual terms. The Children's Trust will provide payment upon satisfactory compliance of the contractual terms as solely determined by The Children's Trust.

P. MODIFICATIONS

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

Q. GOVERNING LAW & VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of law provisions. Any controversies or legal problems arising out of the terms of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

R. BACKGROUND SCREENING

In accordance with Sections 943.0542, 984.01, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, employees, volunteers and subcontracted personnel who work in direct contact with children or who come into direct contact with children must complete a satisfactory Level 2 background screening prior to commencing work pursuant to this Contract.

For purposes of this section, the term "direct service provider" means a person 18 years of age or older, including a volunteer, who, provides services to children, youth and their families. The term does not include volunteers who assist on an intermittent basis for less than 20 hours per month.

Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

If background screenings are completed with VECHS, then Provider shall complete Attachment E: "Affidavit for Level 2 Background Screenings" each for contract term. The Affidavit will cover employees, volunteers, and subcontractors performing services under this contract who are required to complete a Level 2 background screening as defined in this section. Provider shall keep Attachment E: "Affidavit for Level 2 Background Screenings" in Provider's personnel, volunteers, and sub-contractors files. Provider shall re-screen each employee, volunteer and/or subcontractor every five years.

S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

Provider understands that The Children's Trust expects Provider to meet the federal standards under the Americans with Disabilities Act. By policy of The Children's Trust, providers must also implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible. Notwithstanding anything to the contrary, Provider shall not be required to make any alteration to any public school building or other building or structure which is not owned by Provider.

T. REGULATORY COMPLIANCE

1. Non-discrimination and Civil Rights

Provider shall not discriminate against an employee, volunteer, or client of Provider on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age, except that programs may target services for specific target groups as may be defined in the competitive solicitation.

Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the

dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Children's Trust shall have the right to terminate all or any portion of this Contract. If Provider or any owner, subsidiary, or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of these laws, said violation will be a material breach of this Contract and The Children's Trust will conduct no further business with Provider.

2. Public Entities Crime Act

Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to The Children's Trust, may not submit a bid on a contract with The Children's Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Children's Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Children's Trust, and may not transact any business with The Children's Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

3. Conflict of Interest

Provider represents that the execution of this Contract does not violate Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, and Florida Statutes § 112 as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to <http://www.miamidade.gov/ethics/plain.asp> for the Code of Ethics Ordinance).

4. Compliance with Sarbanes-Oxley Act of 2002

Provider shall comply with the following provisions of the Sarbanes-Oxley Act of 2002:

- Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.
- Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

5. Licensing

Provider (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurances, permits and accreditations, required by the State of Florida, Miami-Dade County, relevant municipalities, The Children's Trust or the federal government. Provider must be qualified and registered to do business in the State of Florida both prior to and during the contract term with The Children's Trust.

6. Incident Reporting

An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child, injury of a participant, missing child or abandoned child, loss of property use for the program, or destruction of property used in the program.

Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both Provider and its employees.

Provider shall notify the contract manager of any incident as defined within three (3) days after Provider is informed of such incident. Provider shall provide written notification of the incident together with a copy of the incident report. The report must contain the following:

- (1) Name of reporter (person giving the notice)
- (2) Name and address of victim and guardian
- (3) Phone number where the reporter can be contacted
- (4) Date, time, and location of incident
- (5) Complete description of incident and injuries, if any

Police report and actions taken shall be submitted to The Children's Trust within fifteen (15) days of the incident. Provider shall provide written notification to The Children's Trust, within seven (7) days, of any legal action related to the incident.

7. Sexual Harassment

Provider shall complete an incident report in the event a program participant, client or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Provider employee, volunteer or anyone arising out of the performance of this Contract and Provider has knowledge thereof. Provider shall provide written notification to The Children's Trust within three (3) business days after Provider is informed of such an allegation. Provider shall provide written notification to The Children's Trust, within seven (7) business days, if any legal action which is filed as a result of such an alleged incident.

8. Proof of Policies

Provider and subcontractor, as applicable, shall keep on file copies of its policies including but not limited to confidentiality, incident reporting, sexual harassment, non-discrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

U. CONSENT

Provider must obtain parental/legal guardian consent for all minor participants to participate and/or for adult participants in the program for services; and to share information with The Children's Trust for monitoring and evaluation purposes.

Provider will ask participants to sign a voluntary Consent to Photograph form. The form is available in English, Spanish, and Creole and can be downloaded from

www.thechildrenstrust.org. The signed consent form for photography will be maintained at the program site, with a copy filed in the participant's record. The consent shall be part of the participants' registration form, and signed by parent/guardian before services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

V. PROGRAMMATIC DATA REPORTING

Demographic and service information on program participants will be provided to The Children's Trust as part of The Children's Trust's research mission. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C** to this contract, Programmatic Data and Reporting Requirements, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be reasonably specified by The Children's Trust, and as described in Attachment C.

Provider must participate and provide agency (agency profile) and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline, as applicable and as defined in Attachment C: Programmatic Data Reporting Requirements.

W. PUBLICITY

Provider agrees that activities, services and events funded by this Contract shall recognize The Children's Trust as a funding source. Provider shall ensure that all publicity, public relations, advertisements and signs within its control recognize The Children's Trust for the support of all contracted activities. The use of the official Children's Trust logo is permissible.

Provider shall use its best efforts to ensure that all media representatives, when inquiring with Provider about the activities funded by this Contract, are informed that The Children's Trust is a funding source. Provider shall, if it possesses the appropriate technology, provide a link between the website and The Children's Trust's website.

X. PUBLICATIONS

Provider agrees to supply The Children's Trust, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Contract. Such publications will state that the program is supported by The Children's Trust. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the provisions of Paragraphs G and H above.

To the extent permitted by the applicable journal or other publication source, Provider shall include The Children's Trust logo and the following paragraph in all materials featuring programs funded by The Children's Trust, including but not limited to newsletters, press releases, brochures, fliers, homepage of websites or any other materials for dissemination to the media or general public:

English:

Provider Program Name is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:

Provider Program Name está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendum para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

Kreyol:

Provider Program Name finanse pa "The Children's Trust". Trust la, se yon sous lajan ke gouveman amerikin vote an referandom pou ke' li investi byen nan pwogram kap amelyore la Vi Ti Moun ak fanmi yo nan Myami Dade.

Note: In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "The (organization) is funded in part by The Children's Trust..."

Y. HEADINGS, USE OF SINGULAR AND GENDER

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

Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

- Attachment A: Scope of Services
- Attachment B: Other Fiscal Requirements, Budget, and Method of Payment
- Attachment C: Programmatic Data and Reporting Requirements
- Attachment D: Program Specific Audit Requirements
- Attachment E: Affidavit for Level 2 Background Screenings, if applicable

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

PROVIDER NAME
MIAMI-DADE COUNTY FLORIDA

THE CHILDREN'S TRUST
MIAMI-DADE COUNTY, FLORIDA

By: _____
(Signature of Authorized Representative)

by: _____
(Signature)
Modesto E. Abety-Gutierrez

(Type/Print Title)

President and CEO

Date: _____

Date: _____

Provider Federal ID# _____

Approved as to form and legal sufficiency

County Attorney

Date: _____

This contract is not valid until signed by both parties.

20(24)

**CITY OF NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: September 8, 2011

TO: Mayor Corina Esquijarosa
Vice-Mayor Connie Leon Kreps
Commissioner Paul Vogel
Commissioner Frank Rodriguez
Commissioner Eddie Lim

FROM: Robert Daniels, Interim City Manager 

SUBJECT: Budget Amendment for FY2010-2011

RECOMMENDATION: It is recommended that the City Commission approve the Budget Amendment for FY2010-2011 to transfer funds from the Youth Services line item of the Police Department Budget under the General Fund to the After School and Summer Camp Fund for expenditures related to the new Summer Camp Program.

BACKGROUND: The City started a new Summer Camp Program this fiscal year, which was going to be partially funded by some of the \$25,000 that was allocated in the Youth Services line item of the Police Department Budget under the General Fund. During this fiscal year, the City received notification of funding of a grant from the Children's Trust to fund an After School and Summer Camp Program at Treasure Island Elementary School. As a result, it was determined that a new special revenue fund should be created to better account for these expenditures.

BUDGETARY IMPACT: This amendment will transfer \$18,869.25 from the Youth Services line item of the Police Department Budget under the General Fund (01.021.521.5483) to the Summer Camp line item under the new After School and Summer Camp Fund (14.071.572.5482).

PERSONNEL IMPACT: None.

CONTACT: Gerard Pirri, Finance Director

2E(1)

<u>Description</u>	<u>Amount</u>
Beg. Balance	25,000.00
Youth Services	6,130.75
PAAL Related Exp	(1,817.00)
Nat'l Night Out Supplies	(216.85)
Nat'l Night Out Supplies	(100.20)
Balance	3,996.70
Summer Camp	18,869.25
Flor-grant assistance	(1,890.00)
Summer Camp Agreement	(15,000.00)
Summer Camp T-Shirts	(719.25)
Week 1	(820.00)
Week 2	(980.00)
Week 3	(905.00)
Week 4 & 5	(1,055.00)
Scholarships (2)	(880.00)
Scholarships (3)	(1,120.00)
Donated Checks	5,500.00
Beatriz-training	(1,000.00)
Balance	-
End. Balance	3,996.70

2E(2)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE 2010-2011 FISCAL YEAR GENERAL OPERATING BUDGET AND AUTHORIZING THE CITY MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)

WHEREAS, the City Commission of the City of North Bay Village, Florida, adopted a budget for the Fiscal Year commencing on October 1, 2010 and ending on September 30, 2011 (the "Budget") via Resolution No. 2010-62 on September 28, 2010; and

WHEREAS, Section 35.21(B) provides that transfers outside of a departmental budget shall be approved by resolution of the City Commission; and

WHEREAS, the City Manager has recommended that the Budget be amended to create an After School and Summer Camp Fund and transfer \$18,869.25 from the youth services line item of the Police Department Budget under the General Fund to the After School and Summer Camp Fund Summer Camp line item under the new After School and Summer Camp Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

Section 2. Budget Amendment Fund Created. The new line item "After School and Summer camp Fund" is hereby created. The City Manager is hereby authorized to transfer \$18,869.25 from the youth services line item of the Police Department Budget under the General Fund to the Summer Camp line item under the new After School and Summer Camp Fund.

Section 3. Line Item Transfer. The City Manager is hereby authorized to transfer \$18,869.25 from the youth services line item of the Police Department Budget under the General Fund to the After School and Summer Camp Fund.

Section 34. Authorization of City Officials. The City Manager is authorized to take all actions necessary to implement the budget amendment. For purposes of this Resolution, references to City Manager shall include the Interim City Manager.

Section 45. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded _____.

FINAL VOTE AT ADOPTION:

Mayor Corina S. Esquijarosa _____
Vice Mayor Connie Leon-Kreps _____
Commissioner Eddie Lim _____
Commissioner Frank Rodriguez _____
Commissioner Paul Vogel _____

PASSED AND ADOPTED this _____ day of September, 2011.

Corina S. Esquijarosa, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

**APPROVED AS TO FORM FOR THE USE OF
THE CITY OF NORTH BAY VILLAGE:**

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Budget Amendment-Youth Services.



City of North Bay Village

Public Works Department

1841 Galleon Street North Bay Village FL 33141-4329

(305) 865-0506 Fax (305) 868-9849 Website – www.nbvillage.com

MEMORANDUM
City of North Bay Village

DATE: September 6, 2011

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: Robert Daniels
Interim City Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the City Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE 2010-2011 FISCAL YEAR GENERAL OPERATING BUDGET AND AUTHORIZING THE CITY MANAGER TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

Mayor
Corina S. Esquijarosa

Vice Mayor
Connie Leon-Kreps

Commissioner
Frank Rodriguez

Commissioner
Eddie Lim

Commissioner
Dr. Paul Vogel

2E(6)