



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, May 3, 2011 at 7:00PM

Mayor and Commission

Roxanna Ross
Mayor

Steve Bernard
Vice Mayor

Robert "Bob" Anderson
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk



Indicates documents are attached to this agenda.

1 Call to Order

2 Roll Call

Commission to consider Commissioner Cooper's request to participate in the meeting via telephone.

3 Pledge of Allegiance

4 Presentations

4.a First Sergeant Shateria Rahming - United States Army Recruiting



4.b Proclamation - Municipal Clerks Week May 1-7, 2011



4.c Proclamation - National Public Works Week May 15-21, 2011 -
"Public Works: Serving you and your Community"

4.d Manager Ana M. Garcia - Presentation of employee recognitions and promotions.

5 Additions, Deletions or Withdrawals to Agenda

6 Public Comments Related to Agenda Items / Good & Welfare

7 Village Manager Report

7.a Innovative communication and marketing for parks & recreation.

-  7.b Report on stormwater drainage project; roadway repair and resurfacing recommendation.
- 7.c Tree City USA 2010 - presentation of plaque.
-  7.d Village Clerk Maria Camara: Employee's health insurance renewal (effective June 1, 2011).
- 7.e Finance Director Michael Arciola: April 2011 financials; Calculation of the sanitation rates for FY 2011-12.

8 Consent Agenda

-  8.a Approval of Minutes
 - > April 5, 2011 Regular Commission Meeting
 - > April 12, 2011 Special Commission Meeting
-  8.b Resolution 2011-21
RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK RE-EMPHASIZING OUR COMMITMENT TO MAINTAIN CIVILITY IN THE CONDUCT OF THE PUBLIC'S BUSINESS; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Mayor Roxanna Ross)*
-  8.c Resolution 2011-22
A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AUTHORIZING THE VILLAGE MANAGER AND THE VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR DEBRIS REMOVAL AND DISASTER RECOVERY SERVICES WITH GRUBBS EMERGENCY SERVICES, LLC; PROVIDING FOR AN EFFECTIVE DATE.
(Sponsored by Manager Ana M. Garcia)
-  8.d Resolution 2011-23
RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR THE FEDERAL COMMUNITY ORIENTED POLICING COPS HIRING PROGRAM GRANT; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Chief Mitch Glansberg)*

9 Public Hearings

- 10 **Ordinances - FIRST READING**
Ordinances - SECOND READING

11 Resolutions

12 Old Business

 12.a Manager Garcia: Selection of workshop/seminar for clear communication, conflict resolution techniques, organizational growth and development, and consensus building / training

 12.b Appointment of board members:

Code Enforcement Board - replacement for Dario Salazar by Commission Cooper *(notified March 1, 2011)*

Ecology Board - replacement for Victor Romano by Commissioner Anderson *(notified March 28, 2011)*

 12.c A Order of the Village Commission of the Village of Biscayne Park, Florida directing the Village Attorney to receive from the Clerk a report on three to five "Ethics Hot-line" related companies providing services to government; with back-ground information, analysis, cost and resulting documentation forwarded in advance to the full Commission, along with Village Attorney recommendation, one week prior to next full Commission meeting. *(Sponsored by Commissioner Bryan Cooper and deferred from the April 5, 2011 regular commission meeting by motion.)*

13 New Business

 13.a Commissioner Cooper: "Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission". *(Moved from the April 12, 2011 meeting.)*

 13.b Vice Mayor Bernard: A discussion for an Ad Hoc Art Review Board. *(Moved from the April 12, 2011 meeting.)*

 13.c Commissioner Cooper: Police style badges given to Commissioners *(Moved from the April 12, 2011 meeting.)*

 13.d Mayor Ross: Follow up on Kimley Horn Traffic Studies.

14 Final Public Comment

15 Reports

- 15.a Committee Reports
 - > Parks & Parkway Advisory Board
 - > Code Review Board
 - > Recreation Advisory Board
 - > Ecology Board

15.b Village Attorney

15.c Commissioner Comments

- > Vice Mayor Steve Bernard
- > Commissioner Bob Anderson
- > Commissioner Al Childress
- > Commissioner Bryan Cooper
- > Mayor Roxanna Ross

16 Announcements

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Tuesday, May 10th, Code Review Board at 7:00pm

Wednesday, May 11th, Recreation Advisory Board at 6:30pm

Saturday, May 14th, Village Market from 8:00am to 2:00pm

Saturday, May 14th, Arbor Day / Earth Day / Tree City USA Celebration at 10:30am

Monday, May 16th, Planning & Zoning Board at 6:30pm

Tuesday, May 17th, Code Enforcement Board at 7:00pm

Wednesday, May 18th, Parks & Parkway Advisory Board at 6:30pm

Thursday, May 19th, Ecology Board at 6:30pm

Tuesday, May 24th, Code Review Board at 7:00pm

Monday, May 30th, all Village Departments are closed in observance of Memorial Day.

Our next regular Commission meeting is Tuesday, June 21, 2011 at 7:00pm.

Please visit our website regularly at biscayneparkfl.gov and click on the Calendar of Meetings & Events to view the full schedule.

17 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person 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.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accomodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

Proclamation

Municipal Clerks Week May 1 through May 7, 2011

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Roxanna "Rox" Ross, Mayor of the Village of Biscayne Park, Florida, joined by the entire Commission, do hereby recognize the week of May 1 through May 7, 2011, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, MARIA C. CAMARA and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 3rd day of May, 2011.

VILLAGE OF BISCAYNE PARK, FLORIDA



Mayor Roxanna Ross

Proclamation

Village Of Biscayne Park

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works personnel and officials, and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform;

Whereas, this year's theme is "Public Works: Serving you and your community" as we celebrate the hard work and dedication of the many public works personnel throughout the world.

Now, Therefore, the Village Commission of the Village of Biscayne Park, Florida, does hereby proclaim the week of May 15 through May 21, 2011 as

National Public Works Week

in the Village of Biscayne Park, and calls upon all citizens to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public work personnel make every day to our health, safety, comfort, and quality of life.



Village of Biscayne Park, Florida

Roxanna Ross, Mayor



Village of Biscayne Park

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Maria Camara
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April 25, 2011

To: Mayor Roxana Ross
Vice Mayor Steve Bernard
Commission Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Agenda Item 7.b Roadway Repair and Resurfacing Recommendation

Background Analysis:

Earlier this year, Magna Construction was selected as the low bidder for Phase III of the Stormwater Drainage Project after a successful bid process. Magna Construction began work on this project in mid-March and has been on schedule to complete the project.

The original budget for this project was bid at \$111,983.47

A change order was issued on March 30th for \$ 2,550.00 (Add 25 LF of 24" Exfiltration pipe)

A change order was issued on April 27th for \$ 1,050.00 (Asphalt driveway replacement not on plans)

Total of project to date is \$115,583 (\$57,791 paid by CITT Funding and \$57,791 from the state grant).

Working closely with Mitch Tourino of Magna Construction and getting feedback and regular updates from him since the beginning of this project, Mr. Tourino has provided an assessment of the condition of the roads within the scope of the project which is attached. In short, many of these roads have cracks along the asphalt pavement due to base and asphalt consistency and thickness. As a result, Mr Tourino is recommending an asphalt overlay of the roads which consists of milling and laying of asphalt. The proposal for this work totals \$34,100.

A visual presentation consisting of a multitude of photographs will be presented at the Commission meeting. Additionally, the contractor, Mr. Tourino will be present to answer any questions.

Fiscal/Budgetary Impact:

In regards to CITT, we ended the 2010 fiscal year with a surplus of \$ 56,938. This total amount is available to use for transportation related items in this year. The current 2011 budget for the CITT Fund is \$ 73,322 of which only 80% or \$ 58,658 is available to be used for transportation items. This gives us a total of \$ 115,596 available for the drainage project as matching funds for the State grant.

CITT Funds: \$115,596 less \$57,791 leaves us a balance of \$57,805

State Grant: \$200,000 less \$57,791 leaves us a balance of \$142,209

To proceed with the additional expenditure of \$34,100, we need \$17,050 from the CITT fund balance and \$17,050 from the State Grant balance.

Manager Recommendation

Page 1 of 2

Manager Recommendation:

Based on the current conditions of the roads along the route of the drainage project, and to complete the project with not only improved drainage but also improved roadway surface, the Manager recommends amending the contract with Magna Construction to include the milling and asphalt work totaling \$34,100.

As we continue to enhance all aspects of our Village, we should be consistent to ensure that a quality product is delivered to our residents.

MAGNA CONSTRUCTION, INC.
P.O. BOX 327418
FT. LAUDERDALE, FL 33332
OFFICE/FAX:(954) 680-2770 EMAIL: MAGNAFL@AOL.COM



4/28/11

Manager Garcia,

Upon our company being awarded & receiving the notice to proceed for the Drainage Improvements Phase 3 Project one of the first steps taken by our company was to take pictures of the areas where the construction would take place before we began. We do this in order to return all areas affected by the construction (mailboxes, sod, driveways) as they were before the construction began.

While taking pictures of the work area we noticed that on 9 Ct. between 109 St & 111 St. the road width was not as wide as the roads in the neighborhood. We also noticed that there were many cracks along the roads, driveways & the roads nearby. There could be several reasons why cracks on the road pavement occur. But until actual ground excavation is performed on these roads it is difficult to assess what may have caused the cracks.

While excavating & installing the drainage system we noticed that the road base underneath the asphalt pavement was not crushed limerock, but rather the existing ground material composed mostly of a sandy tan material with some rock. Limerock base is composed of different sized rocks up to 3" in diameter with some fine crushed rock when this limerock material is compacted it becomes very hard & stiff unlike the existing ground material which is sandy. Miami-Dade County specs call for 8" limerock base to be placed underneath the entire asphalt pavement. This project's specs call for the placement of an 8" limerock base at all road crossings & driveways that were disturbed during the construction. Perhaps these roads were done many years ago before the limerock base standards were put to affect. Another thing we noticed while constructing the drainage system was that the asphalt pavement in several areas was less than 1" in thickness. The asphalt pavement of all roads within Miami-Dade County specs should have a minimum of 1" thickness.

We also encountered landfill debris consisting of glass bottles & rubber while excavating for the drainage. This material was removed & hauled off the site & good material was then placed back.

Upon observing the areas surrounding the Village of Biscayne Park, it is my opinion that many roads have cracks along the asphalt pavement due to base & asphalt consistency & thickness. This problem can be corrected by milling & resurfacing the existing pavement. The flooding problems are caused by insufficient drainage system capable of receiving heavy rains which causes ponding & flooding. If drainage catch basins with fifty feet of perforated pipes would be installed at the low points of the road throughout the Village, this would alleviate many of the flooding problems. There are no swales in the right of way which can also help hold rain water rather than flood the streets when it rains. We also noticed that the streets have limited striping, stop bars or crosswalks.

This is my outlook as an Engineering Contractor with over twenty years experience working on drainage & road construction with the intent of assisting the Village of Biscayne Park with ideas on safety & beautification of the local neighborhood roads.

Sincerely

Mitchell Tourino
President
Magna Construction, Inc.



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MINUTES
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, April 5, 2011 at 7:00PM

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:08PM. In addition to Mayor Ross, present were:

Vice Mayor Steve Bernard
Commissioner Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Attorney Eve Boutsis
Finance Director Michael Arciola
Police Chief Mitchell Glansberg
Parks & Recreation Coordinator Issa Thornell
Public Works Director Bernard Pratt
Public Works Administrative Assistant Cesar Hernandez

3 Pledge of Allegiance and Moment of Silence

4 Presentations

Mayor Ross read the proclamation recognizing the week of April 17th through the 23rd, 2011, as Childhood Cancer Awareness Week.

Miami-Dade County Recycling Manager, Jeanmarie Manze Massa, provided a presentation of Miami-Dade County's recycling program. This included providing the actual containers used which come in three sizes.

5 Additions, Deletions or Withdrawals to the Agenda

Commissioner Cooper asks Manager Garcia to add to her report: a recap of Ethics seminar that was attended. Also asks if Attorney Ambrosio provided a reply to his question at the last meeting dealing with summary minutes.

6 Public Comments Related to Agenda Items / Good Welfare

Barbara Kuhl - Agenda item 13.c Donation of shade tree.

Dan Samaria - Agenda item 13.c Donation of shade tree; not charging commissioners for public records request; resident statements into the record; what are the recycling costs for the county program that was presented.

Karen Cohen - Agenda item 13.c Donation of shade tree and procedures for donations; Robert Soloff investigation report; summary minutes; public records request; too much conflict going on and taking time away from what residents really want.

Audrey Earhart - Resident comments in the minutes.

Chuck Ross - Code Review Board's work on the fencing allocations; Crime Watch meeting scheduled for Thursday, August 7th, 2011 at 6:30PM.

Mayor Ross provided points on meeting procedures from Roberts Rules of Order for the entire commission to abide by. To work towards completing all items in the agenda, which several have been carried over multiple times from prior meetings, Mayor Ross asked for a motion that for this meeting, to limit the debate to five minutes per commissioner on each agenda item, unless further time is needed and extended by majority vote.

Commissioner Childress makes the motion to accept the limit of debate to five minutes for each commission on each agenda item, unless further time is needed and extended by majority vote. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Anderson and Commissioner Childress

All opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries: 3/2

7 Village Manager Report

Manager Garcia provided a status/report on:

> Update on workshop/training for clear communication, conflict resolution techniques, organizational growth and development, and consensus building / training. Have received one quote and waiting on additional quotes.

> Sunshine and Public Records Workshop by Joe Centorino, Miami-Dade State Attorney's Office/Public Corruption Unit confirmed for Tuesday, April 26, 2011 at 6:30PM. This workshop is open to the public.

> RFP will be sent out for IT infrastructure quotes seeing that the needs of the Village are unique to the Village and difficult to piggy-back off of any current contracts from other municipalities.

> Village circulator Workshop is scheduled for Saturday, April 9, 2011 at 10:00AM at the Recreation Center.

> Ethics seminar that was previously scheduled was not attended due to a conflict on that day. However, the Clerk would be attending one on Friday, April 8th, through the FACC association.

Clerk Camara provided a status/report on:

- > The accruals process that has been reviewed, updated and finalized.
- > The next newsletter is scheduled for distribution the last week of May with consideration that it will be mailed to each residence instead of hand delivered.
- > Public Records Request Policy was provided to each Commissioner.

Commissioner Bernard makes a motion to not charge Commissioners for a public records request. It was seconded by Commissioner Cooper.

After discussion the motion was called to a vote:

All in favor: None voted in favor

Motion fails.

Mayor Ross asked for a motion for a five minute recess.

Commissioner Anderson makes a motion for a five minute recess. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Anderson and Commissioner Childress

All opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries: 3/2

The meeting resumed after a five minute recess.

Attorney Boutsis commented on Commissioner Cooper's follow up of the request to Attorney Ambrosio regarding summary minutes by recommending that this question be asked to Mr. Centorino at the workshop on April 26th.

Finance Director Michael Arciola provided a status/report on:

> March financials should be completed by end of week and distributed to everyone the following week.

> The extension on the CAFR was granted and confirmed until June 30th by the GFOA.

> Provided the AGO on the local option gas tax which has also been reviewed and confirmed by the Attorney.

Commissioner Bernard asks that Attorney Boutsis also review the comments made by resident Tom Leach.

> In regards to providing a forecast on what the property appraiser's numbers may be, advised that the preliminary report is due June 1, 2011.

Parks & Recreation Coordinator Issa Thornell provided a status/report on:

> The treatment of the ball park working with the professionals at Ballpark Maintenance.

> Upcoming special events: Egg Hung on April 16th; Village Market on May 14th along with Earth Day/Arbor Day/Tree City USA celebration.

> Dodge ball season is finishing and will be starting 3 on 3 Hoops tournament.

Compliments given to Mr. Thornell on success of movie night and spring decorations.

Village Manager concluded her report by providing an update on the drainage project that is in full swing. All residents along the route of the project were notified of the commencement of the project through a flyer delivered to each home.

8 Consent Agenda

Commissioner Childress pulls item 8.f, an order of the Village Commission directing the Village attorney to receive from the Clerk a report on "Ethics Hot Line" related companies. The item is moved to agenda item 11.b.

Vice Mayor Bernard pulls items:

> 8.a, the minutes for February 24, 2011 and March 1, 2011.

> 8.b Resolution 2011-14 Relating to Right of Way Utility Poles. The item is moved to agenda item 11.c.

> 8.d Resolution 2011-16 Contract for Median Maintenance Services. The item is moved to agenda item 11.d

Commissioner Cooper pulls item 8.g Ratifying the appointment of Victor Romano to the Biscayne Park Foundation. The item is moved to agenda item 11.e.

Left on consent are the following items:

> 8.c Resolution 2011-15 Extension of the median along northeast 121st Street.

> 8.e Resolution 2011-18 Approving the expenditure of police forfeiture funds of not more than \$2,000 for the purchase of bullet proof vests.

> 8.h Ratifying the appointment of Caitlin H. Spurr to the Recreation Advisory Board.

Commissioner Childress makes a motion to accept the items left on the consent agenda. It was seconded by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Anderson, Commissioner Childress and Commissioner Cooper.

None opposed.

Motion carries: 5/0

Item 8a: On the minutes of February 24, 2011 Fencing Workshop, Vice Mayor Bernard makes a motion to approve the minutes with the corrections and additions he articulated. It was seconded by Commissioner Cooper.

Mayor Ross did not allow Vice Mayor Bernard to make additional comments. Vice Mayor Bernard made an appeal to allow for further comments and discussion after a motion is made and seconded. The appeal was seconded by Commissioner Cooper.

The Mayor asked for all those in favor of sustaining the decision of the chair. All in favor: Mayor Ross, Commissioner Childress, Commissioner Anderson. The appeal fails.

The motion was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper.

All opposed: Mayor Ross, Commissioner Anderson and Commissioner Childress

Motion fails: 2/3

Commissioner Anderson makes a motion to approve the minutes of the February 24, 2011 Fencing Workshop as submitted by the Clerk. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Anderson and Commissioner Childress

All opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries: 3/2

On the minutes of March 1, 2011, Vice Mayor Bernard makes a motion to approve the minutes with the corrections and additions he articulated. It was seconded by Commissioner Cooper.

Commissioner Cooper asks for a correction of the request he made to Attorney Ambrosio regarding summary minutes.

The Clerk advised she would verify the audio on Commissioner Cooper's request as well as who made the motion regarding the discussion of Ordinance 2011-01.

Commissioner Childress makes a motion that the minutes of March 1, 2011, are deferred to the next meeting to allow the Clerk to review. Commissioner Bernard withdraws his original motion and seconds the motion made by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Anderson, Commissioner Childress, Vice Mayor Bernard and Commissioner Cooper

All opposed: None
Motion carries: 5/0

9 **Public Hearings**
< None >

10 **Ordinances**
< None >

11 **Resolutions**

11.a **Resolution 2011-13**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ESTABLISHING A CONSENT AGENDA AND PROCEDURES FOR SAME; PROVIDING FOR AN EFFECTIVE DATE**

Attorney Boutsis read the title of the resolution.

Commissioner Childress makes a motion to approve the resolution. It was seconded by Commissioner Anderson.

During discussion Commissioner Bernard makes a motion to amend the original motion that if an item is pulled from consent, that the item is placed at the back of the line, behind all other items on the agenda.

The motion to amend was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper.

All opposed: Mayor Ross, Commissioner Childress, and Commissioner Anderson.

Motion fails: 3/2

Commissioner Bernard makes an additional motion to amend the original motion to include the language from Bay Harbor Island as provided in his agenda item 13.f. It was seconded by Commissioner Cooper

The motion to amend was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper.

All opposed: Mayor Ross, Commissioner Childress, and Commissioner Anderson.

Motion fails: 3/2

Commissioner Anderson makes a motion to amend the original motion to remove the words "in a roll call vote" from the resolution. It was seconded by Commissioner Childress.

After discussion the motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, and Commissioner Anderson, and Commissioner Cooper.

None opposed.

Motion carries: 5/0

The original motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress, Commissioner Anderson, and Commissioner Cooper.

Opposed: Vice Mayor Bernard

Motion carries: 4/1

Vice Mayor's agenda item 13.f was discussed with item 11.a.

11.b A Order of the Village Commission of the Village of Biscayne Park, Florida directing the Village Attorney to receive from the Clerk a report on three to five "Ethics Hot-line" related companies providing services to government; with background information, analysis, cost and resulting documentation forwarded in advance to the full Commission, along with Village Attorney recommendation, one week prior to next full Commission meeting.

Attorney Boutsis read the title.

Commissioner Cooper provided the background.

After discussion Commissioner Cooper makes a motion to approve his recommendation. It was seconded by Vice Mayor Bernard.

The motion to amend was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper.

All opposed: Mayor Ross, Commissioner Childress, and Commissioner Anderson.

Motion fails: 3/2

Commissioner Childress makes a motion to defer this item until after the discussion of this topic takes place at the workshop with Joe Centorino on April 26th. It was seconded by Vice Mayor Bernard.

The motion was called to a vote:

All in favor: Commissioner Cooper, Vice Mayor Bernard and Commissioner Childress.

All opposed: Mayor Ross and Commissioner Anderson

Motion carries: 3/2

11.c **Resolution 2011-14**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **RELATING TO RIGHT-OF-WAY UTILITY POLES**; URGING AT&T, COMCAST, FLORIDA POWER & LIGHT ("FPL") AND ALL OTHER SERVICE PROVIDERS ("SERVICE PROVIDERS") TO EXPEDITE TRANSFER OF UTILITY SERVICES FROM "DECOMMISSIONED" UTILITY POLES TO THE NEW "HARDENED" FPL UTILITY POLES BEING INSTALLED ALONG THE VILLAGE'S RIGHTS-OF-WAY; AND REQUESTING EACH SERVICE PROVIDER TO PROVIDE A SCHEDULE FOR COMPLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Boutsis read the title of the resolution.

Commissioner Childress makes a motion to approve the resolution. It was seconded by Commissioner Anderson.

After discussion a motion made to amend the original motion to clarify the resolution that removal of the double poles is made regardless of the utilities provider. It was seconded by Commissioner Anderson

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, and Commissioner Anderson, and Commissioner Cooper.

None opposed.

Motion carries: 5/0

The original motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson, and Commissioner Cooper.

Opposed: None

Motion carries: 5/0

Vice Mayor's agenda item 12.b was discussed with item 11.c.

Vice Mayor Bernard makes a motion that we require FP&L to provide the following documents requested: 1) FP&L's budget for the hardening project; 2) wind load calculations; 3) information on lighting, wattage and costs; 4) information on FP&L poles in backyards. It was seconded by Commissioner Cooper.

The motion to amend was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper.

All opposed: Mayor Ross, Commissioner Childress, and Commissioner Anderson.

Motion fails: 3/2

11.d **Resolution 2011-16**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA RELATING TO CONTRACTS; AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED **CONTRACT FOR MEDIAN MAINTENANCE SERVICES** PURSUANT TO THE REQUEST FOR PROPOSAL 2011-01 WITH GROUNDKEEPERS, INC., TO PROVIDE UP TO 24 MEDIAN MAINTENANCE SERVICES TO THE VILLAGE; IN AN AMOUNT NOT TO EXCEED \$21,048.00; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Boutsis read the title of the resolution.

Manager Garcia provided background on the resolution.

Vice Mayor Bernard makes a motion to amend the contract to add language requiring background checks. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson, and Commissioner Cooper.

Opposed: None

Motion carries: 5/0

Commissioner Childress makes a motion to approve the resolution. It was seconded by Commissioner Anderson.

After discussion, the motion to amend was called to a vote:

All in favor: Mayor Ross, Commissioner Anderson and Commissioner Childress.

All opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries: 3/2

Vice Mayor Bernard makes a motion that any agenda items remaining at 11:00PM are moved to the Special Commission meeting on April 12th. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson, and Commissioner Cooper.

Opposed: None

Motion carries: 5/0

There was consensus that the April 12th meeting would be video-taped by Comcast at a cost of \$75.00 for the special meeting.

11.e **Resolution 2011-19**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE APPOINTMENT OF VICTOR ROMANO TO THE BISCAYNE PARK FOUNDATION**; PROVIDING FOR AN EFFECTIVE DATE

Attorney Boutsis read the title of the resolution.

Board nominee Victor Romano answered Commissioner Cooper's questions.

Commissioner Anderson makes a motion to approve the resolution. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson, and Commissioner Cooper.

Opposed: None

Motion carries: 5/0

12 **Old Business**

- 12.a Code Enforcement: Selection of replacement for Dario Salazar by Commissioner Cooper

Commissioner Cooper asks to defer item to the May meeting and confirms that his selection is due 80 days after notification which was on March 1st.

13 **New Business**

- 13.a Commissioner Cooper: "New police department procedures vs. continuing crime waves in the Village."

Commissioner Cooper commended Officer Ray Atesiano for his exemplary work.

Invites the entire commission to schedule a workshop to discuss in detail crime prevention strategies.

Recommendation made to have Crime Watch members collaborate on a survey to the residents on crime prevention initiatives.

Consensus to discuss this idea with Crime Watch at their scheduled meeting on April 7th, then bring back this item for further discussion and completion at the April 12th Commission meeting.

At 11:00PM, the Clerk confirms that the following items will be moved to the April 12, 2011 special commission meeting:

13.a Commissioner Cooper: "New police department procedures vs. continuing crime waves in the Village." (*Continuation*)

13.b Commissioner Cooper: "Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission".

13.c Vice Mayor Bernard: A discussion of a new shade tree at the Recreation Center.

13.d Vice Mayor Bernard: A discussion for an Ad Hoc Art Review Board.

13.e Commissioner Cooper: Police style badges given to Commissioners

The Clerk read the announcements:

Announcements

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Thursday, April 7th - Crime Watch Meeting at 6:30pm.

Saturday, April 9th - Village Circulator Workshop at 10:00am

Tuesday, April 12th, Special Commission meeting at 7:30pm, preceded by an Executive Session at 6:30pm.

Tuesday, April 12th, Code Review Board at 7:00pm - Location to be confirmed.

Wednesday, April 13th, Recreation Advisory Board at 6:30pm.

Saturday, April 16th, Egg Hunt at 10:00am

Monday, April 18th, Planning & Zoning at 6:30pm

Wednesday, April 20th, Parks & Parkway at 6:00pm

Thursday, April 21st, Ecology Board at 6:30pm

Thursday, April 21st, Code Enforcement Board at 7:00pm

Tuesday, April 26th - Public Records and Sunshine Law Workshop at 7:00pm.

Tuesday, April 26th, Code Review Board at 7:00pm

The next regular Commission meeting is Tuesday, May 3rd at 7:00PM.

Motion made by Commissioner Anderson to adjourn and seconded by Commissioner Childress.

The meeting was adjourned at 11:07PM

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

Mayor and Commission

Roxanna Ross
Mayor

Steve Bernard
Vice Mayor

Robert "Bob" Anderson
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

MINUTES
SPECIAL COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Tuesday, April 12, 2011 at 7:30PM

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:52PM. In addition to Mayor Ross, present were:

Vice Mayor Steve Bernard
Commissioner Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Attorney John Hearn
Finance Director Michael Arciola
Police Chief Mitchell Glansberg
Public Works Director Bernard Pratt
Public Works Administrative Assistant Cesar Hernandez

3 Pledge of Allegiance and Moment of Silence

Mayor Ross asked for a motion to adjourn the meeting at 9:30PM due to personal commitments, both for the Mayor and Commissioner Cooper.

Commissioner Anderson makes a motion to adjourn the meeting at 9:30PM and it was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson, and Commissioner Cooper.

None opposed.

Motion carries: 5/0

4 Additions, Deletions or Withdrawals to the Agenda

Vice Mayor Bernard requests that Commissioner Comments be added to the agenda as they were not included.

Vice Mayor Bernard requests to add a discussion on changing the date of the next Code Review Board meeting to New Business. It was added as item 8.g.

Commissioner Cooper requests that item 8.c under New Business is deferred to the May meeting. ("Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission")

5 Public Comments Related to Agenda Items / Good Welfare

Dan Samaria - Shade tree donation, item 8.d.

John Holland - Meeting audio enhancements; Recreation Advisory Board; Shade tree donation, item 8.d.

Tracy Truppman (representing the Ecology Board) - Shade tree donation, item 8.d.

Barbara Kuhl (representing Parks & Parkway Advisory Board) - Shade tree donation, item 8.d.

6 Village Manager Report

> Chief Glansberg provided a recap of the Crime Watch meeting that took place on April 7, 2011; Chief's Night Out will be scheduled sometime in May and will be announced.

> Finance Director provided the 2011-12 Fiscal Year Budget calendar to the commission.

Commissioner Anderson requests that for the May meeting, Manager Garcia to provide the exact payout to former Village Manager Frank Spence when he resigned; what the cost per hour is for the commission meetings.

Manager Garcia advised that the drainage project is on target and that the median maintenance was scheduled to start by the end of the week by Groundkeepers.

7 Consent Agenda

Vice Mayor Bernard pulls the minutes for March 1st, 2011 (the only item on the consent agenda).

On the minutes of the March 1st, 2011, regular commission meeting, Vice Mayor Bernard makes a motion to approve the minutes with the additions he articulated. It was seconded by Commissioner Cooper.

The motion was called to a vote:

All in favor: Vice Mayor Bernard and Commissioner Cooper.

All opposed: Mayor Ross, Commissioner Anderson and Commissioner Childress

Motion fails: 2/3

Commissioner Anderson makes a motion to approve the minutes of the March 1st, 2011, regular commission meeting as submitted by the Clerk. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Anderson and Commissioner Childress

All opposed: Vice Mayor Bernard and Commissioner Cooper.

Motion carries: 3/2

8 New Business

8.a Approval of the International Union of Painters & Allied Trades Contract (Public Works Division)

Attorney Hearn provided a recap of the executive session to discuss this contract that took place just prior to this meeting as well as an overview of the major changes/points of the contract.

Manager Garcia provided background on the contract and negotiations.

Vice Mayor Bernard makes a motion to draft and adopt a resolution approving both the Supervisory and Non-Supervisory union contracts for Public Works. It was seconded by Commissioner Anderson

After discussion, the motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Childress, Commissioner Anderson, and Commissioner Cooper.

None opposed.

Motion carries: 5/0

8.b Commissioner Cooper: "New police department procedures vs. continuing crime waves in the Village".

Commissioner Cooper provided background and challenged the entire commission to workshop and use monies creatively to bring in technology to lessen crime; or to consider street closures; or to reinforce the perimeters.

Commissioner Cooper distributed to the entire commission a handout provided from a resident on a plan to utilize surveillance cameras within the Village.

After discussion, a motion made by Commissioner Cooper to schedule a workshop and engage the Village Community to come up with creative ideas for addressing the reduction of crime in the Village. It was seconded by Vice Mayor Bernard.

Mayor Ross requested an amendment to the motion to replace "reduction of crime in the Village" to "crime prevention in the Village". Commissioner Cooper accepts the amendment.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Anderson, and Commissioner Cooper.

Opposed: Commissioner Childress

Motion carries: 4/1

Prior to scheduling a date for the workshop, information would be provided in the upcoming newsletter to residents.

At 9:30PM, Commissioner Cooper advised that he had to leave due to a personal commitment.

Vice Mayor Bernard made a motion to extend the meeting an additional 10 minutes. It was seconded by Commissioner Childress. It was then amended to extend an additional 30 minutes.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Anderson, and Commissioner Childress.

None opposed.

Motion carries: 4/0

Commissioner Cooper excused himself from the meeting at 9:41PM.

8.d Vice Mayor Bernard: A discussion of a new shade tree at the Recreation Center.

Vice Mayor Bernard provided background on the item. Each commissioner spoke on the item and provided a list of questions for Vice Mayor Bernard.

After Vice Mayor Bernard addressed the questions posed and after additional comments were made, a motion was made by Commissioner Childress to accept the \$2,220 donation, plus interest earned to date, for a tree or trees as determined by the Village Manager; and the Village Manager to determine the best location, and best award of contract for the purchase; and give thanks to the residents that participated in the donation. It was seconded by Commissioner Anderson.

Vice Mayor Bernard requested an amendment to Commissioner Childress' motion that it be limited to a single tree as was promised to the donors. Commissioner Childress did not accept the amendment.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Bernard, Commissioner Anderson, and Commissioner Childress.

None opposed.

Motion carries: 4/0

Mayor Ross excused herself from the meeting at 10:08PM.

The Clerk read the announcements:

Announcements

All public meetings are held at the Ed Burke Recreation Center, 11400 NE 9th Court, Biscayne Park.

Wednesday, April 13th, Recreation Advisory Board at 6:30pm.

Saturday, April 16th, Egg Hunt at 10:00am

Monday, April 18th, Planning & Zoning at 6:30pm

Wednesday, April 20th, Parks & Parkway at 6:00pm

Thursday, April 21st, Ecology Board at 6:30pm

Thursday, April 21st, Code Enforcement Board at 7:00pm

Tuesday, April 26th, Code Review Board at 7:00pm

Tuesday, April 26th, Sunshine and Public Records Workshop at 7:00PM

Our next regular Commission meeting is Tuesday, May 3rd at 7:00PM.

Motion made by Commissioner Anderson to adjourn and seconded by Commissioner Childress.

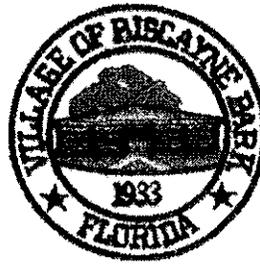
The meeting was adjourned at 10:11PM

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



Date: 04/24/2011

To: Vice Mayor Steve Bernard
Commissioner Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

cc: Manager Ana Garcia
Attorney John Hearn
Clerk Maria Camara

From: Mayor Roxanna Ross

Re: Commitment to Maintain Civility in the Conduct of the Public's Business

REQUEST:

CONSENSUS IN SUPPORT OF RESOLUTION 2011-21

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA RE-EMPHASIZING OUR COMMITMENT TO MAINTAIN CIVILITY IN THE CONDUCT OF THE PUBLIC'S BUSINESS; PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

At a memorial service shortly after the tragic shootings in Tucson early this year, President Barack Obama stated that, "only a more civil and honest public discourse can help us face up to our challenges as a nation." It has been reported that the violent events in Tucson unfolded in an atmosphere of confrontational public discourse, lacking in civility. Inspired in part by the President's words, the United States Conference of Mayors and Florida League of Cities have both passed resolutions re-emphasizing their respective boards' and members' commitment to restore and maintain civility in our communities.

At the local level this Commission is the body of elected representatives closest to the people – particularly in Biscayne Park, where our farthest neighbors live less than one-half mile away. This Commission is in a unique position to influence and impact upon our community's collective behavior --- lead by example in this nation-wide effort.

We open every Commission Meeting with a few moments of silence, reflecting on appreciation of diversity and respect of the purity of each other's motives. This resolution brings a more clear and formal statement of those reflections.

FISCAL/BUDGETARY IMPACT:

Minimal fiscal impact associated with reading, posting and docketing of this Resolution

RECOMMENDATION:

Approval of the attached draft Resolution 2011-21.



THE UNITED STATES CONFERENCE OF MAYORS
CIVILITY ACCORD
January 19, 2011

On the morning of January 8, 2011, gunshots fired in one of our nation's great cities reverberated through all of America. A federal judge and a nine-year-old girl were among the six people killed that day in Tucson, and Congresswoman Gabrielle Giffords, the target of the shooting rampage, was among the 14 more who were wounded. The pain inflicted on them, their families, and the entire Tucson community is shared by people across our nation.

Regardless of what the motives behind the tragedy in Tucson might have been, it occurred in an atmosphere in which public discourse is often confrontational and lacking in civility. We should use this event as a point of departure, to recommit ourselves to building a more civil society in which each person is respected and public and political discourse are aimed at the betterment of our nation and its people and not the destruction of those with whom we disagree. As President Barack Obama said in the January 12 memorial service, "only a more civil and honest public discourse can help us face up to our challenges as a nation."

We believe that because mayors are the elected leaders closest to the people, restoration of civility must begin with us. We are in a unique position to have a positive impact on behavior – individual and collective – and to lead by example. While the tragedy in Tucson is the impetus for this Accord, it represents a commitment that must live on in every mayor in our nation from this day forward.

Through The U.S. Conference of Mayors, we, the mayors of America's cities, in order to restore civility to our communities and through them to our nation, pledge our commitment to the following principles for civility:

- Respect the right of all Americans to hold different opinions;
- Avoid rhetoric intended to humiliate, de-legitimize, or question the patriotism of those whose opinions are different from ours;
- Strive to understand differing perspectives;
- Choose words carefully;
- Speak truthfully without accusation, and avoid distortion;
- Speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

We further pledge to exhibit and encourage the kinds of personal qualities that are emblematic of a civil society: gratitude, humility, openness, passion for service to others, propriety, kindness, caring, faith, sense of duty, and a commitment to doing what is right.

The immediate need is to help our citizens through this difficult period. Our long term responsibility is to work with them to build that civil society.

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3 **RESOLUTION NO. 2011-21**
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5 **RESOLUTION OF THE VILLAGE**
6 **COMMISSION OF THE VILLAGE OF**
7 **BISCAYNE PARK RE-EMPHASIZING**
8 **OUR COMMITMENT TO MAINTAIN**
9 **CIVILITY IN THE CONDUCT OF THE**
10 **PUBLIC'S BUSINESS; PROVIDING FOR**
11 **AN EFFECTIVE DATE**
12

13
14 WHEREAS our Village officials are the elected leaders closest to the people; and
15

16 WHEREAS, our elected Village officials are thus in a unique position to have a
17 positive impact on behavior, both individually and collectively and to lead by example;
18 and
19

20 WHEREAS, we hereby find public and political discourse often results in a
21 confrontational atmosphere that often prevents the development of solid solutions to the
22 problems facing our community; and,
23

24 WHEREAS, we further find only civil and honest public discourse can help us
25 face up to the challenges facing our community; and,
26

27 WHEREAS, we therefore hereby recommit ourselves to building an atmosphere
28 in which each person's opinion is respected and public and political discourse are aimed
29 at confronting the problems facing our community and not at those with whom we
30 disagree.
31

32 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION
33 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA
34
35

36 **Section 1.** We hereby recommit ourselves to maintaining civility in our
37 public and political discourse and we hereby pledge our commitment to the following
38 principals:
39

- 40 • We will respect the right of all citizens in our community to hold
41 different opinions;
- 42 • We will avoid rhetoric intended to humiliate, illegitimize or question the
43 wisdom of those whose opinions are different from ours;
- 44 • We will strive to understand differing perspectives;
- 45 • We will choose our words carefully;
- 46 • We will speak truthfully without accusation and we will avoid distortion;
47 and
- 48 • We will speak out against violence, prejudice and incivility in all of their
49 forms, whenever and wherever they occur.
50

51 **Section 2.** We hereby further pledge to exhibit and encourage the kinds of
52 personal qualities that are emblematic of predominate our communities and

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society in general, gratitude, humility, openness, passion for service to others, propriety, kindness, honesty, caring, faith, sense of duty, and a commitment to doing what is right.

PASSED AND ADOPTED this ___ day of _____, 2011.

The foregoing resolution upon being put to a vote, the vote was as follows:

Roxanna Ross, Mayor

Mayor Ross : _____
Vice Mayor Bernard: _____
Commissioner Anderson : _____
Commission Childress: _____
Commissioner Cooper: _____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161
Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Steve Bernard
Vice Mayor

Robert "Bob" Anderson
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

April 25, 2011

To: Mayor Roxana Ross
Vice Mayor Steve Bernard
Commission Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Resolution 2011-22 – Contract for Debris Removal and Disaster Recovery Services

Background Analysis:

On July 31, 2000, the Village of Biscayne Park entered into an agreement with Grubbs Emergency Services, LLC., for debris removal and disaster recovery services, following a publicly bid process. This same contract was then renewed in 2006 for a five year period and is now up for renewal effective May 29, 2011.

Since 2000, the Village utilized their services in 2005 for debris removal and disaster recovery after hurricanes Katrina, Rita and Wilma.

While Grubbs has stated that pricing will remain the same as provided in their agreement from July 31, 2000, we asked for a listing of other municipalities that they are currently in contract with (see attached listing), and whether any have a better pricing agreement. Grubbs provided us with the contract for the City of Margate which selected Grubbs following a public bid process in 2008. Their pricing agreement is better than our current agreement from 2000 and we are able to piggy back off the Margate contract.

Fiscal/Budgetary Impact:

If the services covered under this agreement are utilized, all expenses are covered by property insurance and FEMA resources.

Manager Recommendation:

Manager recommends to piggy back off of the Margate contract from 2008.

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3 **RESOLUTION NO. 2011-22**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA**
7 **AUTHORIZING THE VILLAGE MANAGER AND THE**
8 **VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT**
9 **FOR DEBRIS REMOVAL AND DISASTER RECOVERY**
10 **SERVICES WITH GRUBBS EMERGENCY SERVICES,**
11 **LLC; PROVIDING FOR AN EFFECTIVE DATE.**
12

13 WHEREAS, on July 31, 2000, the Village entered into an agreement with Grubbs
14 Emergency Services (hereinafter referred to as "Grubbs") for debris removal and disaster
15 recovery services; and,
16

17 WHEREAS, since 2000, the Village has renewed the contract in May 2006 for an
18 additional five (5) years, and the current contract is up for renewal effective May 29, 2011 for
19 an additional five (5) years; and,
20

21 WHEREAS, the services of Grubbs was used in 2005 during a very active and
22 prolonged hurricane season for debris removal and disaster recovery after hurricanes Katrina,
23 Rita and Wilma; and,
24

25 WHEREAS, although Grubbs is providing that all of the terms and conditions of the
26 existing contract, including pricing, will remain the same for the period of the renewal, the
27 Village requested that Grubbs provide a listing of their current contracts with other
28 municipalities; and,
29

30 WHEREAS, the City of Margate selected Grubbs following a public bid process in
31 2008, and their contract with Grubbs provides better pricing than our current contract.
32

33 WHEREAS, the Village Commission finds it to be in the best interests of the residents of the
34 Village to piggy back off of the City of Margate's contract and to further authorize the Village Manager
35 and the Village Attorney to negotiate an agreement for services.
36
37

38 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
39 VILLAGE OF BISCAYNE PARK, FLORIDA:
40

41 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
42 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
43

44 **Section 2.** The Village Manager and the Village Attorney are hereby authorized to
45 negotiate an agreement for with Grubbs for debris removal and disaster recovery services.
46

47 **Section 3.** This Resolution shall become effective upon adoption.
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PASSED AND ADOPTED this ____ day of _____, 2011.

**The foregoing resolution upon being
Put to a vote, the vote was as follows:**

Roxanna Ross, Mayor

Mayor Ross : _____
Vice Mayor Bernard: _____
Commissioner Anderson : _____
Commission Childress : _____
Commissioner Cooper: _____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

GRUBBS CONTRACT

AGREEMENT FOR DISASTER RECOVERY SERVICES

THIS AGREEMENT made and entered into this ____ day of June 2008, by and Between City of Margate, as a political subdivision of the State of Florida; hereinafter referred to as "CITY" and Grubbs Emergency Services, LLC, hereinafter referred to as "CONTRACTOR," possessing FEIN 88-0474477.

WHEREAS, the CITY lies in the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes as well as other natural and/or manmade disasters (Events); and

WHEREAS, it is foreseen that it may be necessary to provide for debris removal and disaster recovery technical assistance to appointed and elected officials within the CITY, resulting from these Events; and.

WHEREAS, the CONTRACTOR will perform as a prime contractor for all operations for the north side of Margate Boulevard north to the city limits and all city canals

I. SCOPE OF SERVICE – DEBRIS REMOVAL

It is the intent of the Agreement for the CONTRACTOR to remove as quickly as possible all hazards to life and property resulting in the CITY. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at large. The Services shall consist of cleanup, demolition, removal, reduction and disposal of debris as directed by the designated representative of the CITY. Specifically the Scope of Services will include the items listed and priced in Exhibit I.

In addition to the above upon award of contract CONTRACTOR agrees to develop and provide (Exhibit IV), at no charge, a Debris Management Plan in accordance with the guidelines outlined in the FEMA Public Assistance Pilot Program. By participating in this program the CITY will be able to obtain up to an additional 5% (to be split between the City and the State) reimbursement for debris related costs.

As per the terms and conditions of this agreement, all attachments including RFP 2007-017 (Exhibit III), CONTRACTOR response to RFP 2007-017(Exhibit II (with pricing amended as per Exhibit I), technical specifications, insurance requirements, and all other information required or provided, etc. shall become a

part of this agreement.

II. TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials within the CITY. This service shall include Program Management Assistance.

III. SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in this Agreement and Attachments/Exhibits to this Agreement, the CONTRACTOR shall provide and pay for all labor, tolls, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice to Proceed as agreed upon by both parties.

IV. PERMITS AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Services shall be secured and paid for by the CONTRACTOR unless otherwise stated in this Agreement.

V. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the work site(s), a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the CITY'S Authorized Representative shall be as binding as if given to the CONTRACTOR. The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR shall also provide the CITY an accurate list of all subcontractors used within 72 hours of the disaster event.

VI. CHANGES IN SERVICES

The CITY and CONTRACTOR may at any time order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the scope of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the

CONTRACTOR. All changes must be recorded on a Written Contract Change Order before CONTRACTOR may proceed with the changes to the Services provided.

TERM OF AGREEMENT

The term of this Agreement shall be for five consecutive years beginning on the date of acceptance by and signatures of the CITY and CONTRACTOR, whichever comes later.

VII. RENEWAL OF AGREEMENT

This Agreement may be renewable on a five-year basis after a concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement and Attachments. Agreement will be reviewed on an annual basis (December). Amended unit costs (up to 5%) may be submitted by CONTRACTOR to CITY to reflect the current disaster recovery market value of services listed in the Attachments of this Agreement. The City Manager shall have the authority to negotiate and approve up to 5% for pricing amendments. Such amendments shall become part of this Agreement after a concurrence and signature of both parties. In the event that CONTRACTOR and CITY cannot come to an agreement the CONTRACTOR shall maintain all current conditions, specifications and pricing for a period of six (6) months so the CITY can prepare specifications, advertise and award a new contract.

VIII. TERMINATION

The CITY may terminate this agreement upon a thirty (30) day written notice. The CONTRACTOR may terminate this agreement upon a one hundred eighty (180) day written notice.

IX. INSURANCE AND BONDS

CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S insurance policies. CONTRACTOR shall maintain the following insurance limits.

WORKER'S COMPENSATION – Statutory Limits of the State of Florida (or the applicable State at the time of an event);

GENERAL LIABILITY – One Million Dollars (\$1,000,000.00) any single occurrence;

ADDITIONAL LIABILITY UMBRELLA -- Five Million Dollars (\$5,000,000:00)

AUTOMOBILE – One Million Dollars (\$1,000,000.00)

CONTRACTOR shall provide CITY a Certificate of Insurance evidencing

such coverage.

Upon activation and within ten (10) days of a Notice to Proceed (for each event) by the CITY, CONTRACTOR shall provide CITY with a Performance and Payment Bond in the amount of \$200,000. CITY reserves the right to reasonably increase bond amount based on the severity of the event.

Final release of bonding requirement by CITY is contingent upon the following:

- *CONTRACTOR submitting final invoices
- *All damage has been repaired to CITY'S satisfaction
- *Rehabilitation of all TDSRS to CITY'S satisfaction
- *Release of Liens received from Subcontractors
- *All other identified issues have been resolved to the CITY'S satisfaction

X. CERTIFICATES OF INSURANCE

Required insurance shall be documented in certificates of insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non renewal, or adverse change. New certificates of insurance are to be provided to the CITY at least fifteen (15) days prior to coverage renewals. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

XII. WARRANTY OF TITLE AND WAIVER OF LIEN

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement of by reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

XIII. SUBCONTRACTING

The CONTRACTOR shall be fully responsible to CITY for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontractors relative to the services give the CONTRACTOR the same powers regards terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of this Agreement.

Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the CITY. The CONTRACTOR shall supply the names and addresses of subcontractors, materials suppliers and debris site locations (The Contractor shall pre-select a minimum of (4) locations with a minimum of (20) acres each, or at the discretion of the CITY) when requested to do so by the CITY upon activation of the Agreement and updated by the CONTRACTOR to the CITY on a biweekly basis during said activities. Additionally, the CONTRACTOR shall provide to the CITY, a list of temporary debris locations by April 30, and update on an annual basis.

The CONTRACTOR shall not use a subcontractor or material supplier against whom the CITY has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the CITY. All subcontractors will operate in strict accord with Subcontracting Plans and Policies, as well as local, State and Federal laws governing this type of work.

XIV. CITY OBLIGATIONS

The CITY shall furnish all information and documents necessary for the commencement of work, to include valid written Notices to Proceed. A representative will be designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice to Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the CITY, as required by Federal law and policy governing those specific operations.

The primary contact shall be the Director of Public Works, Mr. Raymond Brenner.

XV. PAYMENT

Payment to the CONTRACTOR by the CITY will not be contingent on funding from any source.

XVI. ENTIRE AGREEMENT

This Agreement and Attachments referred to herein, contain the entire Agreement of the parties and there are no other binding promises or conditions in any other Agreement whether oral or written.

XVII. LITIGATION VENUE:

The parties waive the privilege of venue and agree that all litigation between them shall take place in the state court in Broward County, Florida. The parties waive jury trial for all disputes.

XVIII. INDEMNIFICATION:

CONTRACTOR agrees to indemnify, defend, save, and hold harmless the CITY, their officers and employees, from or on account of all damages, losses, liabilities and costs to the extent caused by the negligence, recklessness or CONTRACTOR in the performance of this construction contract.

XIX. DISPUTES:

Notwithstanding anything provided in this contract, any dispute arising under this contract which is not disposed of by agreement shall be decided by the City Manager of the city of Margate, Florida, who shall reduce his decision in writing and furnish a copy thereof to the contractor. The decision of the City Manager of the city of Margate, Florida and those persons to whom he delegates authority to decide disputes, shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrarily, or grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence.

XX. NOTICE

14.1.1 Giving Notice:

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

The business address of CONTRACTOR is:

Grubbs Emergency Services, LLC
1115 South Main Street
Brooksville, Florida 34601

The business address of CITY is:

City Manager
City of Margate
5790 Margate Blvd.
Margate, Florida 33063

XXI. WAIVER OF JURY TRIAL:

CITY and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

XXII. PAYMENT TO CONTRACTOR

The CONTRACTOR may invoice the CITY not more than once every seven (7) days. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the invoice period and supported by such data as the CITY may reasonably require. The CITY shall, within forty five (45) days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR.

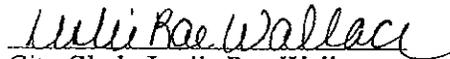
CONTRACTOR will be subject to audit by Federal, State and local agencies pursuant to audit requirements outlined in the Code of Federal Regulation, Title 44. Payment to the CONTRACTOR for services outlined in this Agreement shall not be contingent on funding from any source.

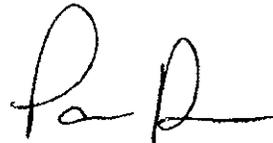
Invoices submitted with incomplete forms and/or tickets will result in no payment for that item.

WITNESS WHEREOF, the parties hereto have made an executed Agreement on the respective dates under each signature; City of Margate through its City Commission signing by and through its Mayor and City Manager, authorized to execute same by City Commission the 18th of June 2008 and _____ of _____, signing by and through its representatives is duly authorized to execute same.

CITY OF MARGATE

ATTEST:


City Clerk, Leslie Rae Wallace



Mayor, Pam Donovan

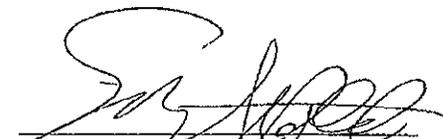


City Manager, Francis J. Porcella

Resolution/No. 11-249

Date: 6/20/08

I HEREBY CERTIFY that I have approved this Agreement as to form.



City Attorney, Eugene M. Steinfeld

CONTRACTOR

FOR CORPORATION: GRUBBS EMERGENCY SERVICES, LLC

RVC
President - *Chief manager*

R VICTOR TAGLIA
Printed Name

(CORPORATE SEAL)

Secretary

Printed Name

- Exhibit I - Amended Pricing Schedule
- Exhibit II - RFP 2007-017 Response
- Exhibit III - RFP 2007-017 Solicitation
- Exhibit IV - Letter from Grubbs
- Exhibit V - Required Contract Provisions - Federal Aid Construction Contracts

EXHIBIT I – ALL INCLUSIVE PRICING SHEET

EXHIBIT I

GRUBBS PRICING OF ALL INCLUSIVE SERVICES

The Contractor will provide all services and expenses necessary for the debris pickup and hauling, processing of debris at the TDMS, and final disposal (except tipping fees which shall be a pass through cost; refer to Addendum 1, page 1, question 3) for a fixed unit, as noted below, but excluding management of debris designated as hazardous waste. This cost is inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement. The contractor must comply with 44 CFR 13.36 (b) (10), specifically, "grantees and sub-grantees may use time and material type contracts only if the contract includes a ceiling price that the contractor exceeds at its own risk".

Total Cost/Cubic Yard

Total cost per cubic yard (excluding Tipping Fees) for all inclusive vegetative debris including tree debris, hangers, leaners and stumps, including cost for removal and backfilling of stumps and trees, construction and demolition debris (including white goods) for Right of Way/Public Property

\$18.00

Vegetative Debris Removal from Canals

\$20.00

Should FEMA require, in lieu of inclusive pricing, individual vegetative and tree debris cubic yard costs the City reserves the right to negotiate with your firm for those individual cubic yard costs. Should an agreement not be reached, the City reserves the right to negotiate with other firms or to take whatever action is necessary based on the best interests of the City and the requirements of Federal, State or Local regulations.

The above pricing is all inclusive (except for Tipping Fees) and the City has the right at its discretion to utilize our firm for those services which are listed as optional in our RFP response.

Cost of haul out of debris from the TDMS to FDS is included. If FDS are outside of the tri-county area, a mileage rate (to be determined) will apply to the miles outside of the tri-county area.

Date:

7/8/08

Firm:

Grubbs Emergency Services, LLC

Name:
(Print or Type)

R VICTOR TAGLIA, chief manager

Signature:

RVT chief manager

EXHIBIT IV – LETTER FROM GRUBBS



April 18, 2008

Ms. Patricia Greenstein, CPPB
Purchasing Manager
City of Margate
5790 Margate Blvd.
Margate, FL 33063

Dear Ms. Greenstein,

I would like to formerly follow up in reference to development of a Debris Management Plan for the City of Margate which we discussed at the 'short list' meeting.

As I stated, the FEMA Public Assistance Pilot Program was enacted via legislation in June 2007 and driven by a need to improve post-storm disaster recovery efforts. FEMA has strongly urged all communities (applicants) to take a proactive stance in their recovery process.

With that said, Grubbs Emergency Services, LLC is offering a new service that assists local governments to prepare and submit a qualified Debris Management Plan (DMP), a vital component of the new Public Assistance Pilot Program established by the Federal Emergency Management Agency.

To qualify for the incentive of an additional 5% reimbursement, applicants should take into consideration FEMA's eligibility requirements when developing its DMP. Grubbs Emergency Services is positioned to assist local leaders with a DMP design and FEMA submittal.

Grubbs Emergency Services has submitted a draft of a Debris Management Plan to the City for review. We are prepared to finalize the DMP and submit it to FEMA for approval, upon award of a Debris Management Contract with the City of Margate. Our plans are written to be in full compliance with FEMA requirements and guidelines which will assure eligibility and a quick turn around time for approval. This will assure the City of Margate judiciously has a plan in place prior to the quickly approaching 2008 Hurricane Season.

We appreciate the business relationship we have had with the City of Margate in the past, and anticipate for the opportunity to continue that union in the future.

Respectfully,

A handwritten signature in black ink, appearing to read "Brian Thomason", is written over a faint, illegible stamp.

Brian Thomason, Senior Vice President Operations

cc: Ray Brenner, Public Works Director
102 Rock Island Road
Margate, Florida 33063

P.O. Box 12113 | Brooksville, FL 34603-2113 | www.grubbses.com

Phone: (352) 796-7127 | Fax: (352) 797-7598 | Toll Free: 1.888-grubbs-1 | 1.888.478.2271

**EXHIBIT V- REQUIRED CONTRACT
PROVISIONS FEDERAL AID CONSTRUCTION
CONTRACTS**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

ATTACHMENTS

**A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL, withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



City of Margate, Florida

March 20, 2008

Colonel USA (Ret) Robert M. Carpenter
Grubbs Emergency Services, Inc.
1115 South Main Street
Brookville, FL 34601

Dear Mr. Carpenter:

Thank you for your interest in providing a response to the City of Margate's RFP 2007-017, Disaster Debris Management Services. The Selection Committee met on Tuesday, March 18, 2008 to final rank the proposals received for the above project as follows:

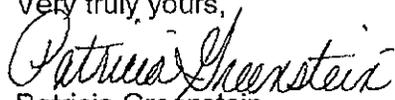
FIRM	TOTAL POINTS	RANKING
Arbor Tree and Land, Inc.	361	6
Ashbritt Corporation	443.1	2
Crowder Disaster Recov.	321.3	12
Crowder Gulf Disaster	351.5	7
D & J Enterprises, Inc.	403.2	3
DRC Emergency Serv.	0	*
Florida Disaster Recov.	332.9	9
Grubbs Emergency	478.1	1
Man-Con Incorporated	382.9	4
Michael's Tree and Load.	336.8	8
Omni Pinnacle, LLC	0	*
Storm Reconstruction	327.2	11
TAG Grinding Services	366.4	5
Wood Resource Recov.	330.2	10

*Non-Responsive - Did not submit on Addendum Forms

We wish to thank all the firms for the time and effort they put forth in their proposal responses. Staff will be meeting with the top two (2) ranked firms and a recommendation for award will be made to the City Commission at a future date.

Once again thank you for your interest in the City of Margate.

Very truly yours,



Patricia Greenstein
Purchasing Manager

/pg

cc: City Manager
Director of Finance
Director of HR/PR
Director of Public Works
Superintendent Public Works
Buyer 1
Purchasing File 2007-017

GRUBBS EMERGENCY SERVICES

CONTRACT FROM
JULY 2000



Village of Biscayne Park

640 Northeast 114th Street
Biscayne Park, Florida 33161

Phone: (305) 899-8000

Fax: (305) 891-7241

May 31, 2007

Mayor

John R. Hornbuckle

Commissioners

Bob Anderson

Kelly C. Mallette

Chester H. Morris, M.D.

Ted A. Walker

Village Manager

Frank R. Spence

Village Clerk

Ann Harper

Village Attorney

John J. Hearn

Mr. Brian Thomason, Vice President
GRUBBS EMERGENCY SERVICES, LLC
P.O. BOX 12113
Brooksville, FL 34603-2113

Re: AWARD OF CONTRACT FOR DISASTER
RESPONSE CLEAN-UP

Dear Mr. Thomason:

Please be advised that the Village Commission approved your proposal and pricing to provide debris removal, processing, and disposal of materials immediately after a hurricane or similar disaster hits Biscayne Park.

Please coordinate all activities with Joe Fisher, Public Works Director, to assure a rapid response of adequate manpower and equipment to do the job.

We reference your letter of August 15, 2006, honoring the current terms, conditions and pricing of our original agreement, and as such, this Agreement will be extended and in effect until June 1, 2011.

We look forward to working with your company again.

Sincerely,

FRANK R. SPENCE
Village Manager



February 13, 2006

John Hearn, Attorney
Village of Biscayne Park
640 Northeast 114 Streets
Biscayne Park
Florida, 33161

Mr. Hearn,

Grubbs Emergency Services, LLC agrees to extend the Agreement for Disaster Recovery Services, originally entered into on July 31, 2000 with The Village of Biscayne Park for the period of six months. This extension will be effective from the date of January 01, 2006, and will expire on June 30, 2006. There have been no changes to the original agreement, all terms and conditions will remain the same.

If the terms of this extension are acceptable, please sign this document and return to Grubbs Emergency Services, LLC.

A handwritten signature in black ink, appearing to be "BT", written over a horizontal line.

Brian Thomason
Assistant Vice President
Grubbs Emergency Services, LLC

A handwritten signature in black ink, appearing to be "JH", written over a horizontal line.

John Hearn
Attorney
Village of Biscayne Park



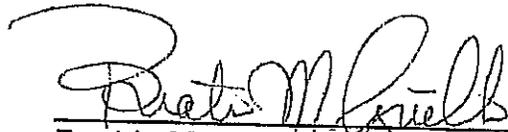
Village of Biscayne Park

640 NORTHEAST 114th STREET
BISCAYNE PARK, FLORIDA 33161

PHONE: (305) 893-7490
FAX: (305) 891-7241

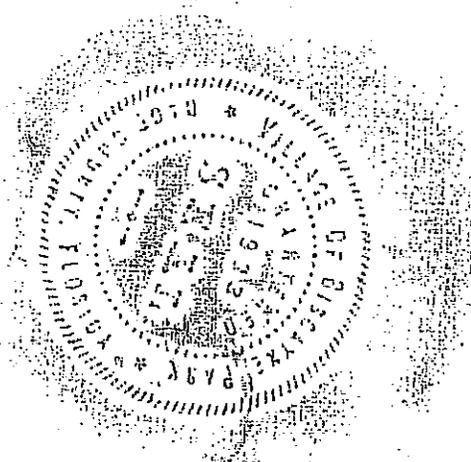
CERTIFICATION

I, **Beatris M. Arguelles**, Village Clerk of the Village of Biscayne Park, Florida, hereby certify that the attached document is a true and exact copy of the agreement between the Village of Biscayne Park and Grubbs Construction Company, for the provision of Debris Removal and Disaster Recovery Assistance in the event of a natural and/or manmade disasters or catastrophic events, entered into on July 31, 2000. There are a total of 15 pages (including this one) initialed by me on the bottom right corner of each sheet.



Beatris M. Arguelles, Village Clerk

08-26-00
Date



AGREEMENT FOR DISASTER RECOVERY SERVICES

THIS AGREEMENT made and entered into this 31st day of JULY, 2000, by and between the VILLAGE OF BISCAYNE PARK, located in Miami-Dade County, as a political subdivision of the State of Florida, hereinafter referred to as "VILLAGE" and GRUBBS CONSTRUCTION COMPANY, hereinafter referred to as "CONTRACTOR"

WHEREAS, the VILLAGE lies on the west coast of the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall violent storms spawning tornadoes as well as other natural and/or manmade disasters (Events); and

WHEREAS, it is foreseen that it may be necessary to provide for debris removal and disaster recovery technical assistance to appointed and elected officials within the VILLAGE, resulting from these Events; and

WHEREAS, the VILLAGE has determined after extensive efforts that this is an area of specialized services and as such is considered to be a sole source; it is further understood that CONTRACTOR will perform as prime contractor for all operations outlined in this Agreement.

NOW, THEREFORE, CONTRACTOR, for and in consideration of the sum One Hundred Dollars and no/100 (\$100.00), and for other good and valuable considerations acknowledged by the parties, said parties hereto agree as to the following:

SCOPE OF SERVICES ONE - DEBRIS REMOVAL

It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all hazards to life and property resulting in the VILLAGE. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction and disposal of debris as directed by the designated representative of the VILLAGE.

Specifically the Scope of Services will include the items listed in Attachment 1 and priced in Attachment 2 and Attachment 3 of this Agreement under the corresponding heading.

SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials within the VILLAGE. This service shall include Program Management Assistance. Specifically the Scope of Services will include the items listed in Attachment 1 and priced in Attachment 2 of this Agreement under the corresponding heading.

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SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this Agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-to-Proceed as agreed upon by both parties.

PERMITS AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Services shall be secured and paid for by the CONTRACTOR unless otherwise stated in this Agreement.

SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the work site a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the VILLAGE'S Authorized Representative shall be as binding as if given to the CONTRACTOR.

The name(s) of the supervisor(s) will be supplied to the VILLAGE for each issuance of a Notice-to-Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

CHANGES IN SERVICES

The VILLAGE and CONTRACTOR may at any time order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the scopes of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the VILLAGE and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the Services provided.

TERM OF AGREEMENT

The term of this Agreement shall be for five consecutive years beginning on the date of acceptance by and signatures of the VILLAGE and CONTRACTOR, whichever comes later.

RENEWAL OF AGREEMENT

This Agreement may be renewable on a five-year basis after a concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. Attachment 2 and Attachment 3 of this Agreement may be reviewed on an annual basis. Amended unit costs may be submitted by CONTRACTOR to VILLAGE to reflect the current disaster recovery

market value of services listed in Attachment 1 and priced in Attachment 2 and Attachment 3 of this Agreement. Such amendments shall become part of this Agreement after a concurrence and signature of both parties.

TERMINATION

Either party upon 365 days written notice to the other party may terminate this Agreement.

INSURANCE AND BONDS

CONTRACTOR shall name the VILLAGE as additional insured on CONTRACTOR'S insurance policies. CONTRACTOR shall maintain the following insurance limits:

Worker's Compensation - Statutory Limits of the State of Florida (or the applicable State at the time of an event);

General Liability - One Million Dollars (\$1,000,000.00) any single occurrence;

Additional Liability Umbrella - Five Million Dollars (\$5,000,000.00)

Automobile - One Million Dollars (\$1,000,000.00)

CONTRACTOR shall provide VILLAGE a Certificate of Insurance evidencing such coverage.

At the VILLAGE'S option the CONTRACTOR will furnish a performance and payment bond for any and/or all Notices-to-Proceed. The cost of said bond premium will not be an additional cost to the VILLAGE.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in certificates of insurance, which provide that the VILLAGE shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New certificates of insurance are to be provided to the VILLAGE at least fifteen (15) days prior to coverage renewals. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the VILLAGE or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

WARRANTY OF TITLE AND WAIVER OF LIEN

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise by any person or persons whomsoever to remain on file with the VILLAGE against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement. The CONTRACTOR shall indemnify and hold the VILLAGE harmless from any and all liability resulting from the imposition of any lien, attachment, or any other encumbrance under the laws of the State of Florida or any other state or jurisdiction caused by CONTRACTOR.

SUBCONTRACTING

The CONTRACTOR shall be fully responsible to VILLAGE for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontractors relative to the services give the CONTRACTOR the same powers regards terminating any subcontract that the VILLAGE may exercise over the CONTRACTOR under any provisions of this Agreement.

Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the VILLAGE. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the VILLAGE upon activation of the Agreement and updated by the CONTRACTOR to the VILLAGE on a biweekly basis during said activation.

The CONTRACTOR shall not use a subcontractor or material supplier against whom the VILLAGE has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the VILLAGE and/or Miami-Dade County, Florida. All subcontractors will operate in strict accord with Subcontracting Plans and Policies, as well as local, State, and Federal laws governing this type of work.

VILLAGE OBLIGATIONS

The VILLAGE shall furnish all information and documents necessary for the commencement of work, to include valid written Notices to Proceed. A representative will be designated by the VILLAGE to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice-to-Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the VILLAGE, as required by Federal law and policy governing those specific operations.

This person shall be Richard N. Ederr

PAYMENT

Payment to the CONTRACTOR by the VILLAGE will not be contingent on funding from any source. Payment shall follow the time parameters outlined in the section titled "Contractor Invoicing" of this Agreement.

ENTIRE AGREEMENT

This Agreement and Attachments referred to herein, contain the entire Agreement of the parties, and there are no other binding promises or conditions in any other Agreement whether oral or written.

JURISDICTION/VENUE

The laws of the State of FLORIDA shall govern this Agreement. Venue of this Agreement shall be in Miami-Dade County, FLORIDA.



ON BEHALF OF:
VILLAGE OF BISCAYNE PARK
MIAMI-DADE COUNTY, FLORIDA

By: *Richard M. Cole*
Mayor

Date: 8/4/00

ATTEST:
Richard M. Cole
Village Clerk of the Village of Biscayne Park

Approved as to form and Legal sufficiency.

By: *Henry G. Few*
Village Attorney

ON BEHALF OF:
GRUBBS CONSTRUCTION COMPANY

By: *[Signature]*
Title: President

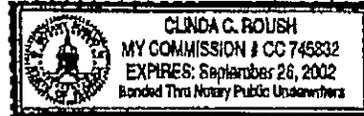
ATTEST:
[Signature]
Secretary

STATE OF FLORIDA }
COUNTY OF HERNANDO }

[Signature]

The foregoing instrument was acknowledged before me this July 31st
2000, by Anthony Tanner, as Vice-President of GRUBBS
CONSTRUCTION COMPANY, a Florida Corporation, on behalf of the Corporation. He/she is
personally known to me or has produced _____ as identification.

Clinda C Roush
Notary Public



RR

AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 2

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to VILLAGE upon issuance to the CONTRACTOR of a Notice-to-Proceed. Costs denoted by a dollar amount represent a unit cost for materials or an hourly rate for personnel and equipment services. Costs denoted by a unit price denote the cost per cubic yard to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the VILLAGE not more than once every thirty (30) days. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the invoice period and supported by such data as the VILLAGE may reasonably require. The VILLAGE shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, State, and local agencies pursuant to audit requirements outlined in the Code of Federal Regulation, Title 44. Payment to the CONTRACTOR for services outlined in this Agreement shall not be contingent on funding from any source.

COSTS FOR SCOPE OF SERVICES ONE – **DEBRIS REMOVAL**

Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property (Rights-of-way)

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and VILLAGE will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility. No payment will be allowed for that load, and the CONTRACTOR will not invoice the VILLAGE for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards will be recorded by the CONTRACTOR and VILLAGE numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the VILLAGE'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The VILLAGE may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.

_____ 22

The CONTRACTOR shall receive Twenty Dollars (\$20.00) cost per cubic yard for debris removal from public property (Rights of Way).

This cost is Fifteen Dollars (\$15.00) per cubic yard that is picked up and hauled to a temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

This cost also includes a Five Dollars (\$5.00) per cubic yard charge for processing (grinding or burning) of debris that is deposited at the temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

The two aforementioned costs are invoiced together to equate to the Twenty Dollars (\$20.00) per cubic yard for simplicity and adequate tracking of debris hauled by the CONTRACTOR to the TDSRS.

All debris hauled to the TDSRS by any other parties (such as residents) and processed (grinding) by the CONTRACTOR shall be invoiced at Five Dollars (\$5.00) per cubic yard.

For each suitable load disposed of by the CONTRACTOR, the CONTRACTOR shall receive Five Dollars and 00/100 (\$5.00) per cubic yard for hauling to the final disposal site. Disposal costs (Tipping Fees) shall be invoiced to the VILLAGE by the CONTRACTOR based on the Miami-Dade County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal. This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed by both parties (See Attachment 1, Page 5, *Debris Disposal*, of this Agreement).

White Goods

The CONTRACTOR will receive Twenty Dollars and 00/100 (\$20.00) per cubic yard for pick-up and haul of white goods from public property (Rights-of-way).

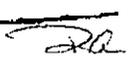
For each suitable load of white goods disposed of by the CONTRACTOR in county, the CONTRACTOR will receive Five Dollars and 00/100 (\$5.00). If the CONTRACTOR is required to dispose of white goods outside of the county, the cost will be negotiated at the time of the event to provide the VILLAGE with the best price for operations.

Demolition Material

The cost for disposal of material generated from demolition operations will be negotiated at the time of event based on distance of haul and tipping fees to provide the VILLAGE with reasonable cost. The cost will be negotiated by the ton.

Site Remediation

TDSRS site reclamation will be negotiated at the time of the event.



Measurement and Payment for Emergency Road Clearance, Demolition of Structures, Debris Removal from Private Property, and Special Considerations on Public Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the VILLAGE and the CONTRACTOR agree that the CONTRACTOR shall invoice the VILLAGE utilizing the hourly rates listed in Attachment 3 to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate.

The VILLAGE and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign timesheets for the actual times worked for each piece of equipment and crew member present at a particular work site. These signed records shall be the basis for the CONTRACTOR's invoice to the VILLAGE.

Hazardous Stumps

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing. The VILLAGE and CONTRACTOR will measure each stump three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically removed by the best means available. The stump will be photo documented by the VILLAGE and recorded on a specific stump log provided by the CONTRACTOR.

The CONTRACTOR shall invoice the VILLAGE for hazardous stump and root removal and hauling to the TDSRS utilizing the following categories:

Up to but less 6 inch diameter-	\$ 250.00 per stump
6 inch diameter and up, but less than 12 inches-	\$ 500.00 per stump
12 inch diameter and up, but less than 24 inches-	\$1,000.00 per stump
24 inch diameter and up, but less than 48 inches-	\$1,500.00 per stump
Equal to or greater than 48 inch diameter-	\$2,000.00 per stump

Fill Dirt

The CONTRACTOR shall invoice the VILLAGE market price for acquiring back-fill material to level holes that pose immediate threats to the life, health and safety of the community. The fill will be quantified by the cubic yard.

Placement of the back-fill material will be invoiced utilizing the hourly rates listed in Attachment 3 of this Agreement.

Sand Screening

_____ *BR*

The CONTRACTOR shall invoice the VILLAGE Ten Dollars and 00/100 (\$10.00) per cubic yard of sand screened, to remove eligible debris deposited by and Event. This cost includes pick-up of debris laden sand, hauling to processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the VILLAGE. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above for Debris Removal from Public Property (Rights-of-way).

COSTS FOR SCOPE OF SERVICES TWO -
TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM 1: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

DB

AGREEMENT FOR DISASTER RECOVERY SERVICES Attachment 2

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to VILLAGE upon issuance to the CONTRACTOR of a Notice-to-Proceed. Costs denoted by a dollar amount represent a unit cost for materials or an hourly rate for personnel and equipment services. Costs denoted by a unit price denote the cost per cubic yard to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the VILLAGE not more than once every fifteen (15) days. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the invoice period and supported by such data as the VILLAGE may reasonably require. The VILLAGE shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, State, and local agencies pursuant to audit requirements outlined in the Code of Federal Regulation, Title 44. Payment to the CONTRACTOR for services outlined in this Agreement shall not be contingent on funding from any source.

COSTS FOR SCOPE OF SERVICES ONE - DEBRIS REMOVAL

Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property (Rights-of-way)

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and VILLAGE will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility. No payment will be allowed for that load, and the CONTRACTOR will not invoice the VILLAGE for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards will be recorded by the CONTRACTOR and VILLAGE numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the VILLAGE'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The VILLAGE may temporarily remove any disputed amount line items in the bill from the invoice for review. Disputed tickets will be returned to the CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.

20

The CONTRACTOR shall receive Twenty Dollars (\$20.00) cost per cubic yard for debris removal from public property (Rights of Way).

This cost is Fifteen Dollars (\$15.00) per cubic yard that is picked up and hauled to a temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

This cost also includes a Five Dollars (\$5.00) per cubic yard charge for processing (grinding or burning) of debris that is deposited at the temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

The two aforementioned costs are invoiced together to equate to the Twenty Dollars (\$20.00) per cubic yard for simplicity and adequate tracking of debris hauled by the CONTRACTOR to the TDSRS.

All debris hauled to the TDSRS by any other parties (such as residents) and processed (grinding) by the CONTRACTOR shall be invoiced at Five Dollars (\$5.00) per cubic yard.

For each suitable load disposed of by the CONTRACTOR, the CONTRACTOR shall receive Five Dollars and 00/100 (\$5.00) per cubic yard for hauling to the final disposal site. Disposal costs (Tipping Fees) shall be invoiced to the VILLAGE by the CONTRACTOR based on the Miami-Dade County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal. This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed by both parties (See Attachment 1, Page 5, *Debris Disposal*, of this Agreement).

White Goods

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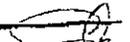
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Demolition Material

The cost for disposal of material generated from demolition operations will be negotiated at the time of event based on distance of haul and tipping fees to provide the VILLAGE with reasonable cost. The cost will be negotiated by the ton.

Site Remediation

TDSRS site reclamation will be negotiated at the time of the event.



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The VILLAGE and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign timesheets for the actual times worked for each piece of equipment and crew member present at a particular work site. These signed records shall be the basis for the CONTRACTOR's invoice to the VILLAGE.

Hazardous Stumps

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing. The VILLAGE and CONTRACTOR will measure each stump three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically removed by the best means available. The stump will be photo documented by the VILLAGE and recorded on a specific stump log provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump and root removal and hauling to the TDSRS utilizing the following categories:

Up to but less 6 inch diameter-	\$ 250.00 per stump
6 inch diameter and up, but less than 12 inches-	\$ 500.00 per stump
12 inch diameter and up, but less than 24 inches-	\$1,000.00 per stump
24 inch diameter and up, but less than 48 inches-	\$1,500.00 per stump
Equal to or greater than 48 inch diameter-	\$2,000.00 per stump

Fill Dirt

The CONTRACTOR shall invoice the VILLAGE market price for acquiring back-fill material to level holes that pose immediate threats to the life, health and safety of the community. The fill will be quantified by the cubic yard.

Placement of the back-fill material will be invoiced utilizing the hourly rates listed in Attachment 3 of this Agreement.

Sand Screening

The CONTRACTOR shall invoice the VILLAGE Ten Dollars and 00/100 (\$10.00) per cubic yard of sand screened, to remove eligible debris deposited by and Event. This cost includes pick-up of debris laden sand, hauling to processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the VILLAGE. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above for Debris Removal from Public Property (Rights-of-way).

COSTS FOR SCOPE OF SERVICES TWO –
TECHNICAL DISASTER RECOVERY ASSISTANCE**ITEM I: PROGRAM MANAGEMENT ASSISTANCE**

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 3

Hourly rates to be applied to Services as referenced in Attachment 2 of this Agreement

Equipment / Personnel	Unit	Unit Price
Traffic Control Personnel	Hour	\$31.00
Laborer	Hour	\$31.00
Survey Person w/ Truck	Hour	\$31.00
Inspector w/ Vehicle	Hour	\$31.00
Operator w/ Chainsaw	Hour	\$35.00
Safety Man	Hour	\$40.00
Foreman with truck	Hour	\$55.00
Superintendant with Truck	Hour	\$65.00
Climber w/Gear	Hour	\$95.00
5-14 CY Dump Truck	Hour	\$60.00
Tractor w/ Boxblade	Hour	\$50.00
Bobcat Loader	Hour	\$60.00
Transports	Hour	\$90.00
Rubber-Tired Backhoe	Hour	\$90.00
15-24 CY Dump Trucks	Hour	\$85.00
Trackhoe 690 J.D.	Hour	\$120.00
Motor Grader	Hour	\$110.00
Water Truck (4000 Ga.)	Hour	\$100.00
D-4 Dozer	Hour	\$100.00
D-5 Dozer	Hour	\$110.00
D-6 Dozer	Hour	\$120.00
D-7 Dozer	Hour	\$160.00
D-8 Dozer	Hour	\$220.00
Feller Bunchers 611 Hydro-Ax	Hour	\$120.00
Skidders 648E	Hour	\$130.00
Front End Loader 544	Hour	\$110.00
Front End Loader 644	Hour	\$120.00
Prentice Knuckleboom Loader	Hour	\$140.00
50 foot Bucket truck	Hour	\$140.00
30 ton + crane	Hour	\$170.00
Diamond Z or Equiv. Tub Grinder	Hour	\$550.00



BISCAYNE PARK POLICE DEPARTMENT

**640 N.E. 114th Street
Biscayne Park, Florida 33161
(305) 899-8000**

Date: April 27, 2011
To: Ana M. Garcia, Village Manager
From: **Chief Mitchell Glansberg**
Re: Agenda Item – COPS Hiring Program Grant
Cc: Maria Camara, Village Clerk, Mayor Ross, Commissioners

In 2009 and 2010 the Department applied for the Federal Community Oriented Policing Cops Hiring Program grant and did not receive funding. I've learned The Office of Community Oriented Policing Services will be accepting grant applications for (FY) 2011 COPS Hiring Program (CHP). Subject to funding availability, approximately \$200 million may be available under FY 2011 CHP for the hiring and rehiring of additional career law enforcement officers. The FY 2011 CHP solicitation will open on May 2, 2011. The application deadline will be May 25, 2011, at 8:59 PM.

CHP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to impact their community policing capacity and problem solving efforts by augmenting same thru grant funding.

CHP grants provide 100 percent funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired, full-time sworn officer positions (including filling existing unfunded vacancies) or for rehired officers who have been laid off, or are scheduled to be laid off on a specific future date, as a result of local budget cuts. There is no local match requirement or cap on the amount of funding that can be requested per officer position, but CHP grant funding will be based on our agency's current entry-level salary and benefits packages. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of our agency under the CHP requirements. The request of any agency with a sworn force strength less than or equal to 20 will be capped at one officer. As such the Village will request one officer position and fringe benefits.

If funding is awarded, the Village of Biscayne Park Police Department must retain the sworn officer position awarded under the CHP grant for a minimum of one year (12 months). The retained CHP-funded position should be

added to the grantee's law enforcement budget after the 3 year mandatory period with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. The potential fiscal impact from the 4th year to retain the grant officer as required is approximately \$56,000.00. Should we be awarded the grant position, and a police officer position with benefits is fully funded for three years, the potential saving is approximately \$168,000.

I respectfully request permission to apply for one officer position under the COPS hiring grant. I believe that even though we have been turned down in the past, there is still a possibility that the Department may be awarded the grant. We won't be eligible for the grant if we don't apply for it.

1 **Section 2.** The Village Commission of the Village of Biscayne Park hereby
2 authorizes the Village Manager to make application for the CHP grant for one police
3 officer position.
4

5 **Section 3.** This Resolution shall become effective upon adoption.
6

7 PASSED AND ADOPTED this ___ day of _____, 2011.
8

9 **The foregoing resolution upon**
10 **being put to a vote, the vote was**
11 **as follows:**
12
13
14

15
16 _____
17 Roxanna Ross, Mayor

Mayor Ross: _____
Vice Mayor Bernard: _____
Commissioner Anderson: _____
Commission Childress: _____
Commissioner Cooper: _____

18
19
20
21 Attest:
22
23

24
25 _____
26 Maria C. Camara, Village Clerk

27
28 Approved as to form:
29
30

31
32 _____
33 John J. Hearn, Village Attorney



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Steve Bernard
Vice Mayor

Robert "Bob" Anderson
Commissioner

Albert Childress
Commissioner

Bryan Cooper
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

April 25, 2011

To: Mayor Roxana Ross
Vice Mayor Steve Bernard
Commission Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

From: Ana M. Garcia, Village Manager

Re: Agenda Item 13.a – Workshop Seminar

Background Analysis:

As a result of the investigation done by attorney Robert Soloff in October 2010, Mr. Soloff made the recommendation for the Village to engage a facilitator / trainer / coach to provide training on clear communication, conflict resolution techniques and organizational growth and development. At the January 20th, 2011, special commission meeting where the report was discussed, the commission agreed to direct the Village Manager to come back at a regular commission meeting and provide a report on how to implement the recommendations.

Per the direction of the Village of Biscayne Park Commission, the following firms and or individuals were contacted to submit a quote based on the scope of work we requested. These firms and or individuals have the knowledge and experience to provide the Village the necessary training via a workshop to assist us in the areas of conflict resolution, effective communication, organizational growth & development, and consensus building.

Jack Osterholt
Former County Commissioner Katy Sorensen- The University of Miami
Florida International University – The Metropolitan Center
Wingspan Seminars
Integra Consulting Team

Both Mr. Osterholt and Ms. Sorensen replied that they were currently committed to other projects and would not be able to provide their services at this time. Proposals were received from Wingspan Seminars, FIU and Integra Consulting which are all attached.

Fiscal/Budgetary Impact:

There are not budgetary dollars allocated for this training in this year's budget, however there is a balance of \$500 from the Strategic Planning Session that can be allocated towards this.

Manager Recommendation:

Based on the proposals provided and the curriculum described:

1. Schedule the half-day session of Wingspan Seminar's Proposal number 2, Conflict Resolution training workshop for village officials at the rate of \$500.00 for the half-day session in July or August 2011. Then follow up with:

2. Schedule the 8-hour program from FIU, Consensus/Team Building – "Individual Commitment to Group Effort" at the rate of \$1,008.00, in January or February 2012, with the proper budgeting in the 2011-12 fiscal year budget.

Wingspan Seminars, LLC



Wingspan Seminars, LLC

Proposal 1 for Deliverables

To:

Ana M. Garcia, Village Manager for the Biscayne Park

From:

Wingspan Seminars, LLC
461 N.E. 119th Street
Biscayne Park, Florida 33161
305-892-7233 or info@wingspanseminars.com

Wingspan Seminars, LLC's mission is to provide solutions training that enable clients to achieve goals to their fullest potential.

Wingspan serves its clients by focusing on strengthening relationships and managing crisis, providing prevention and intervention strategies to enhance positive environments for increased productivity.

For: Conflict Resolution training, Effective Communications and Organizational Leadership workshops for village officials, staff

During June, 2011

Overview:

This training will take a close look at the prevalence of conflict in its many forms and the effects on the daily operational systems of Biscayne Park and the community to ascertain how negative environments can serve to impede. With the realization that the environment of all entities are being effected, the use of prevention and intervention strategies will focus on the elected officials, staff and the community as bystander.

What Can be Done and How?

Wingspan Seminars, LLC will develop a customized and interactive learning program that will:

- A. Hold small group focus sessions with adults from the selected to help crystallize the excellence as well as the challenges presented within the target group.
- B. Distribute a pre-assessment inquiry to all workshop participants for the purpose of gathering data to gauge present triumphs and challenges related to relative institutions, i.e., village office, commission meetings or in the

community. Look at leadership and communication in relationship to negatives and positives perceived by workshop participants.

C. From the data gleaned from focus sessions and needs assessment inquiry, the systems analyst will prepare and present an itemized report.

D. The Executive Resolutionists will create a plan of action for Biscayne Village that will include workshops, focus groups, and a report inclusive of follow-up coaching and long term action planning for sustainability. These workshops will include but are not limited to direct focus on conflict resolution:

D1. Providing a base definition of conflict, issues and how these issues directly have an impact on all in the Biscayne Village government facility and extends into the community.

D2. Sharing how the Biscayne Village's government meeting's environment directly affects the facility and how all adults are responsible for establishing a positive environment.

D3. Understand triggers, escalations and costs of conflict in the workplace and how it affects Biscayne Park's residents financially mentally and emotionally.

D4. Examining personality and character traits and how each person can knowingly or not cause conflict. The examination will also look at how each team member reacts to various traits.

D5. Testing assumptions and how each adult perceives himself as part of the conflict.

D6. Developing an awareness of strategies and approaches to prevent and intervene in conflict situations

E. Facilitate a workshop on effective communications that includes but is not limited to:

E1. The provision of verbal and nonverbal communications tools

E2. Understanding when communication is used strategically, conflict has the capability of being a positive force.

E3. Learning how the realignment of communication can produce successful conversations and resolutions.

F. Facilitate a workshop on organizational leadership that includes but is not limited to:

F1. Examining leadership style and how that style impacts the effectiveness of the organization.

F2. Examining the organizations processes and defining areas for leadership and team development

F3. Readyng the team for change and

F4. Establishing a process for change management that includes group commitment.

G. Wingspan Seminars is able to deliver up to two (2) presentations in a single day.

These and additional workshops will be selected and agreed upon by Manager Garcia or a designee, and Priscilla Dames.

Program Duration

During June, 2011

5 days plus 3 follow-up sessions: intervals 3 months, 6 months and after one year

The program may consist of 1-2 days for analysis and 3-4 days for trainings or multiple sessions with multiple audiences as deemed necessary.

Evening sessions may be available to accommodate staff's schedules.

Program Options

Wingspan Seminars offers additional presentations or coaching for Biscayne Park's elected officials and your staff as they relate to conflict and strengthening relationships. These presentations or coaching provide awareness and training on some of today's most difficult topics in keeping abreast of your organization's goals and issues. Other relative topics:

Management & Supervision

Aligning multi-level teams

Ethical leadership

Sexism

Fees:

\$1,100.00 per full day with systems analyst(s) and multiple trainers

Training materials are not included in fee.

Materials for each participant:

Workbook

Conflict in the Workplace by Dan Dana, Ph.D.

Managing Differences by Dan Dana, Ph.D.

***Add \$45.00 per participant for a set of training materials**

Training Approach and Methodology:

Wingspan Seminars will facilitate highly interactive sessions for its target audiences. Participants may be involved in the following:

Short, dynamic presentation(s)
Small and large group discussions
Video illustrations w/ PowerPoint
Role Play
Journaling
Case studies, simulations
Hands-on activity

Strategic and action-planning activities to continue advancement and development may be included as part of the process.

Each participant will receive materials according to the seminar selected.

If our proposal is acceptable, a nonrefundable deposit of 20% of the contract shall be required at the time of signing and the remaining balance due after the training takes place.

We look forward to the opportunity to create educational, and results oriented training sessions for the Biscayne Park government family.

Recommendation:

To achieve the best desired results, a prevention-intervention program targeting Conflict Resolution needs to be multi-leveled with components that include officials, staff, and community. A systematic analysis provides data to create and implement a holistic approach simultaneously ensures a greater opportunity for sustainable safe working environment.

Follow-up with elected officials and staff at three, six and twelve months is suggested. They may be in the form of follow-up on assigned activities from the workbook and journal, additional trainings/presentations or meeting sessions. These may be negotiated as part of this agreement package.



Wingspan Seminars, LLC

Proposal 2 for Deliverables

To:

Manager Ana M. Garcia for the Village of Biscayne Park

From:

Wingspan Seminars, LLC
461 N.E. 119th Street
Biscayne Park, Florida 33161
305-892-7233 or info@wingspanseminars.com

Wingspan Seminars, LLC's mission is to provide solutions training that enable clients to achieve goals to their fullest potential.

Wingspan serves its clients by focusing on strengthening relationships and managing crisis, providing prevention and intervention strategies to enhance positive environments for increased productivity.

For: Conflict Resolution training workshops for village officials, staff

During June, 2011

Overview:

This training will take a close look at the prevalence of conflict in its many forms and the effects on the daily operational systems of Biscayne Park and the community to ascertain how negative environments can serve to impede. With the realization that the environment of all entities are being effected, the use of prevention and intervention strategies will focus on the elected officials, staff and the community as bystander.

What Can be Done and How?

Wingspan Seminars, LLC will develop a customized and interactive learning program that will:

- A. Hold small group focus sessions with adults from the selected to help crystallize the excellence as well as the challenges presented within the target group.
- B. Distribute a pre-assessment inquiry to all workshop participants for the purpose of gathering data to gauge present triumphs and challenges related to relative institutions, i.e., village office, commission meetings or in the

community. Look at leadership and communication in relationship to negatives and positives perceived by workshop participants.

C. From data gleaned from a needs assessment inquiry, or the provided investigative report a series of workshops will be facilitated. These workshops will include but are not limited to **conflict resolution**:

C1. Providing a base definition of conflict, issues and how these issues directly have an impact on all in the Biscayne Village government facility and extends into the community.

C2. Sharing how the Biscayne Village's government meeting's environment directly affects the facility and how all adults are responsible for establishing a positive environment.

C3. Understand triggers, escalations and costs of conflict in the workplace and how it affects Biscayne Park's residents financially, mentally and emotionally.

C4. Examining personality and character traits and how each person can knowingly or not cause conflict. The examination will also look at how each team member reacts to various traits.

C5. Testing assumptions and how each adult perceives himself as part of the conflict.

C6. Developing an awareness of strategies and approaches to prevent and intervene in conflict situations.

D. Facilitate a workshop on **effective communications** that includes but is not limited to:

D1. The provision of verbal and nonverbal communications tools.

D2. Understanding when communication is used strategically, conflict has the capability of being a positive force.

D3. Learning how the realignment of communication can produce successful conversations and resolutions.

E Wingspan Seminars is able to deliver up to two (2) presentations in a single day.

These and additional workshops will be selected and agreed upon by Manager Garcia or a designee, and Priscilla Dames.

Program Duration

During June, 2011

The program may consist of one training or multiple sessions with multiple audiences as deemed necessary.

Evening sessions may be available to accommodate staff's schedules.

Three additional sessions as follow-ups may be discussed; after three months, six months and one year.

Program Options

Wingspan Seminars offers additional presentations for Biscayne Park's elected officials and your staff as they relate to conflict and strengthening relationships. These presentations provide awareness and training on some of today's most difficult topics in keeping abreast of your organization's goals and issue:.

**Organizational Leadership
Management & Supervision
Change Management
Aligning Multi-level Teams
Ethical Leadership
Sexism**

Fee:

\$500.00 per ½ day workshop \$700.00 per full day
A half day constitutes up to three and a half hours (3 1/2) of training.
\$200.00 for pre-assessment and each post action planning session with selected targeted group.

Training materials included in fee.

Materials included for each participant:

Folder
Handouts

Training Approach and Methodology

Wingspan Seminars will facilitate highly interactive sessions for its target audiences. Participants may be involved in the following:

Short, dynamic presentation(s)
Small and large group discussions
Video illustrations w/ PowerPoint
Role Play
Open Discussion
Case studies, simulations
Hands-on activity

Strategic and action-planning activities to continue advancement and development may be included as part of the process.

Each participant will receive materials according to the seminar selected.

If our proposal is acceptable, a non-refundable deposit of 20% of the contract shall be required at the time of signing and the remaining balance due after the training takes place.

We look forward to the opportunity to create educational and results oriented training sessions for the Biscayne Park government family.

Recommendation

To achieve the best desired results, a prevention-intervention program targeting conflict resolution needs to be multi-leveled with components that include officials, staff, and community. Too, a pre-assessment instrument may be used for an additional cost or the provided investigation results may be utilized. Be aware, however, use of the prior results may be deemed biased by participants. A thorough conflict resolution program consists of multiple components and 3-5 days to present the information in an interactive setting. Multiple topics presented within a short period results in a Big Bang Theory rather than an internalization of the content for transformation or sustainability.

Periodic follow-up with the elected officials, and staff in the form of additional trainings/presentations or meeting sessions may be negotiated as part of this agreement package.

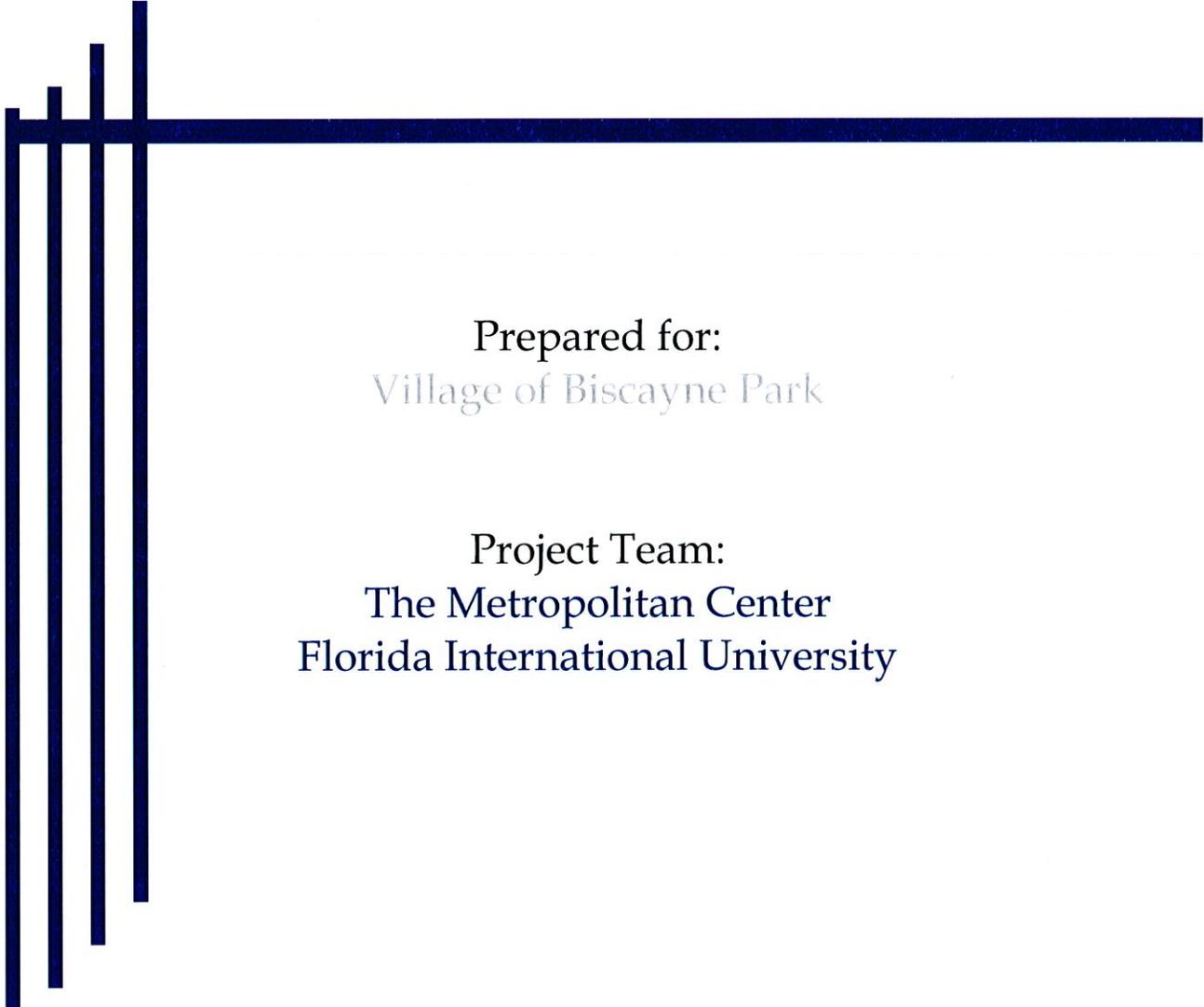
**Florida International
University
The Metropolitan Center**



**Metropolitan
Center**

The Metropolitan Center
An Urban Thought Collective
Florida International University

Employee Development Program: Village of Biscayne Park

A decorative graphic consisting of a horizontal line and four vertical lines of varying heights, all in a dark blue color. The horizontal line is positioned above the text, and the vertical lines are on the left side of the page.

Prepared for:
Village of Biscayne Park

Project Team:
The Metropolitan Center
Florida International University

ABOUT THE FIU METROPOLITAN CENTER

Established in 1997, the Florida International University Metropolitan Center is an urban think-tank and applied research center committed to providing reliable, accurate and timely information to local decision makers as they seek to forge solutions to urban problems. Located in Downtown Miami, the Metropolitan Center frequently partners with government agencies, private firms, and non-profit organizations to build avenues for positive growth. The center raises professionalism and competence in government through a variety of training modules. Workshops and seminars are tailored to meet clients' specific needs and have included such topics as human resources management, performance measurement, public financial management, strategic planning, and organizational design and development.

TRAINING DIVISION MISSION STATEMENT

The mission of the Metropolitan Center at Florida International University (FIU) is to promote good governance practices through training programs, technical assistance and applied research to state and local governments.

ABOUT THE FIU METROPOLITAN CENTER TRAINING DIVISION

The Metropolitan Center at FIU is a member of a consortium of universities and community colleges throughout the State of Florida that provides training, technical assistance, and applied research to state and local governments. Created by the state legislature in 1981, the FIU Metropolitan Center has played a role in policy research and improving management capacity within government, non-profit and community-based organizations. The Metropolitan Center (the Center) has produced critical studies for county and municipal governments regarding diverse topical policy issues such as incorporation, economic development and transportation. The Center's staff includes many outstanding trainers, and prominent community, university and government leaders.

SCOPE OF SERVICES

This training contract is being offered based upon the needs and requirements for delivery given to the Village of Biscayne Park by the Metropolitan Center. The training will be held at facilities provided by the Village of Biscayne Park. The Center will assign a facilitator or trainer with the background to teach the required subject matter for each session and will provide all the materials for the session.

Each training session shall have no more than twenty-five (25) people attending to assure class interaction and class discussion. In scheduling, the training can be cancelled by either party with up to forty-eight hours notice and be rescheduled at no cost to either party. The only exception to this is in case of a natural disaster.

At the end of the training session, an evaluation sheet will be given to each student and collected for the purposes of evaluating the course, trainer, materials and facilities. The results will be tabulated and returned to the Village of Biscayne Park.

Performance-Based Audit

"Analyzing Out-put Measures"

The FIU Metropolitan Center will perform a performance-based audit of each of the Village of Biscayne Park's municipal departments and their respective divisions. The proposed performance-based audit will target "output measures" for each department and division and develop potential performance effectiveness measures based on community input and recognized best practice. This will provide the groundwork for the establishment of possible benchmarks to professional standards and the rollout of a performance-based budget. Specific tasks will include the following:

Task 1

The FIU/MC will interview individual department heads to document existing mission statements, core services, objectives and performance measures for each City department. The FIU/MC will then prepare a performance-based audit of each department's output measures.

Deliverable: City department performance-based audit of output measures.

Task 2

The FIU/MC will conduct a Biscayne Park "resident satisfaction survey" to determine the service demands, issues and concerns of the community. The survey findings will provide guidance in the formulation of future departmental objectives and accompanying performance-based effectiveness measures.

Deliverable: Biscayne Park Resident Satisfaction Survey.

Task 3

Based on the prior findings and analysis, the FIU/MC will prepare for consideration a list of potential performance-based effectiveness measures for each City department and their respective divisions. This task provides the framework for future performance-based

audits by laying the groundwork for possible benchmarks to professional standards and the rollout of a performance-based budget.

Deliverable: List of potential performance-based effectiveness measures by City Department.

Strategic Planning/Organizational Growth & Development

Know what senior management is thinking and why – and increase your value to your organization!

- Creating vision and mission statement and a set of values
- Creating and sustaining a supportive environment and providing ethical leadership and personal involvement from the top to develop a healthy organizational culture.
- Developing a strategic plan in which desired outcomes/results are identified, developed, and prioritized.
- Developing benchmarks and effective work method practices through process analyses of work flow and work methods.
- Developing performance measures for critical performance indicators.
- Using performance results to monitor outcomes and to make informed and effective management and policy decisions.
- Budgeting based on desired performance outcomes that are related to a strategic plan. Resources are allocated to achieve specific public goals in the business plan that are measurable through performance data and validate the associated expenditures in the budget.
- Contracting for performance and strictly managing and monitoring contracts. Public services can be out-sourced, partnered or competed for by government employees through managed competition or bid-to-goal.
- Managing information systems productively is an essential part of all effective and efficient organizations. Therefore, assessing information systems to determine whether they enable or disable management is critical.

Consensus/Team Building

“Individual Commitment to Group Effort”

What makes high-performing teams effective? In part, it’s the ability of co-workers to understand their own and other team members’ personalities, and their ability to apply this knowledge to the team’s benefit. When employees understand how personality influences communication and working relationships, they are better able to modify their own behavior to support the team’s efforts and goals known as consensus building.

Successful organizations have learned to channel the energy of individuals through Consensus Building. Working collaboratively as a team - sharing vision, knowledge, and responsibility, boosts creativity and productivity and heightens commitment as well. This seminar provides all team members, both managers and non-managers alike, with the skills and insights through collaboration through a series of steps, and they are:

- Defining consensus
- Facilitation/management skills
- Mediation, dealing with strong disagreements
- Convening, encouraging others to participate
- Conflict Resolution, finding a common ground, a way to come to an agreement)
- Creating and Claiming Value, negotiating and problem solving
- Implementation
- Applying Roberts Rules of Order

Participants will leave with an expanded awareness of the role they can play and the choices they can make to develop effective and collaborative teams. They will be able to: take individual responsibility for providing their team with the input it needs to function effectively, capitalize on the diversity of talents and capacities within their team, attack problems without attacking people and disagree without straining working relationships, create a workplace climate that encourages and supports collaboration and effective teamwork, and experience a renewed excitement about being part of a team.

Participants will be able to:

- Begin to develop good listening skills to communicate with staff more effectively
- Work more effectively with people of different backgrounds, cultures, races and genders
- Conduct a skillful negotiations process to achieve organizational aims
- Resolve any conflict situation in which you find yourself
- Understand when it is appropriate to use each conflict management approach and how to flex your preferred communications style to respond appropriately for consensus building
- Understand and conduct a self-assessment of the different approaches to conflict resolution
- Skillfully facilitate conflict resolution between any two individuals or groups
- Teach effective communications' style and group dynamics to others
- Understand the importance trust plays in helping you be a great manager/supervisor
- Recognize the importance of planning to achieve your department/unit goals
- Support the team plan and turn the plan into action
- Look for solutions outside of their personal paradigms
- Use creative problem solving techniques in the future
- Understand and learn the skills and appropriateness of consensus decision making and consensus building vs. other decision styles
- Clarify in negotiations, the roles of participants
- Through case studies, to integrate all the above concepts, instruments, theories and skills into a new way for employees and management to conduct their business in a more open consultative and effective fashion.

The training program is specifically designed to meet the needs of Village of Biscayne Park. FIU/MC reserves the right to develop curriculum based on the program developed for Village of Biscayne Park and to market to other organizations. The Village of Biscayne Park cannot market the training program to other organizations to compete against FIU/MC in this market. All training materials are property of the Metropolitan Center at Florida International University, protected by copyrights laws and are not to be reproduced for the organizations purposes.

The FIU/MC recommends having this retreat at the Village of Biscayne Park or either the Courtyard Marriott Miami Downtown located at 200 S.E. 2nd Avenue, Miami, FL 33131 in Room Royal 2. If you decide to take this option, all amenities will be provided for the retreat to include parking, conference facilities a breakfast buffet, a lunch and retreat course packages.

KEY STAFF & BACKGROUND

The Metropolitan Center
An Urban Thought Collective
Florida International University

Rick Caldwell - Rick's work creating opportunity for all started in 1999 when he was selected as an Equal Opportunity Advisor for the Marine Corps. After successfully graduating from the Defense Equal Opportunity Management Institute in Cocoa Beach, Florida, Rick immediately developed curriculum and provided training to Marines; who operate as a complex culture with specialized languages, traditions and codes of conduct. This hands-on, interactive workshop allowed Rick to design an interactive curriculum that teaches participants to view each individual as a unique culture and provides tools to more competently provide a culturally proficient workplace. His degree in adult education and curriculum with business management and his passion in human relations is the driving force behind our organization.

Howard Frank, Ph.D. - Dr. Howard Frank is Professor of Public Administration at Florida International University. He has served in a number of administrative capacities at FIU since joining the faculty in 1988 including service as Director of FIU's Institute of Government. His Ph.D. is in Public Administration from the Florida State University. Professor Frank's specialty is in public budget and finance and he will serve as co-principal investigator.

Professor Frank has authored numerous research pieces related to performance measurement. He has also provided training in this area and conducted performance assessments for South Florida Workforce, the Miami-Dade Public Schools and the former Department of Health and Rehabilitative services in Tallahassee.

Professor Frank is currently the *Managing Editor of the Journal of Public Budgeting, Accounting, & Financial Management* and has also assessed Miami-Dade County's implementation of the Active-Strategy performance and budgeting system, also deployed in Miami Beach and Orange County.

Maria Ilcheva, Ph.D. - Dr. Ilcheva is a senior researcher with experience and responsibility in a number of areas critical to the Metropolitan Center's operations, including serving as Principal Investigator and/or Project Manager on a number of contracts and grants. Ms. Ilcheva also serves as Subject Matter Expert in behavioral research, including surveys, polling, evaluations, and focus groups and supervises and maintains quality standards for SPSS statistical analysis for Center projects. Ms. Ilcheva will lead the community survey team for the study and provide analysis of output measures.

Jeanette Kerland Jacques - is the Training Coordinator at the Metropolitan Center. She has completed her B.A. in Education. Ms. Jacques has been part of the Center's staff for 8 years and she oversees all of the Training Departments Administrative issues. She has experience in coordination of public relations and marketing functions dealing with educational and training programs.

Victoria Lerma, M.A. - Ms. Lerma is a Research Associate at the Metropolitan Center. Ms. Lerma will assist in the study's survey and data analysis. She has conducted economic and housing market analysis on a range of recent studies in South Florida including the *Miami River Economic Assessment*, *Miami-Dade County Workforce Housing Needs Assessment*, *South Florida Workforce Housing Needs Assessment and Best Practice Case Studies*, *Broward County Affordable Housing Needs Assessment* and the *Rental Housing Study for Palm Beach and Martin Counties*. Her previous experience research includes an in-depth analysis of the racial disparity in the criminal justice system in Miami-Dade County and various public opinion polls.

Gay Lynn Williamson-Grigas -For eight years her company has been the premier consulting firm for the Metropolitan Training Center at Florida International University in Miami and the Institute of Government at Florida Atlantic University in Boca Raton, Florida.

In consultation with human resources managers, she has worked on location since 2001, training thousands of government, corporate and non-profit organization employees in delivering exemplary customer service and enhancing their communication skills. Her training sessions are designed to help people be more effective in handling their personal triggers at work and in their personal lives as well.

CEO's, personnel directors, human resource coordinators, supervisors and front-line employees have given whole-hearted endorsements and praise for Trigger-Proof Tools, which improve employees' ability to deliver service, provide a positive shift in their attitudes, and motivate them to work more efficiently and effectively.

Working onsite at various organizations gives Gay Lynn a unique perspective and pulse on relationships in the workplace, particularly the interplay between managers and workers, customers and employees. The original tools she offers in *Trigger-Proof* come from her own experience in the field. Her strong foundation in working with people, bolstered by her academic qualifications, help solve a wide variety of problems in the workplace.

BUDGET

ITEM	COST
Performance-Based Audit <u>"Analyzing Out-put Measures"</u> Timeline to be decided	\$5,000.00
Strategic Planning/Organizational Growth & Development <u>Know what senior management is thinking and why – and increase your value to your organization!</u> 8-hour program	\$1,316.00 per session
Consensus/Team Building <u>"Individual Commitment to Group Effort"</u> 8-hour program	\$1,008.00 per session
Certificates of Completion (1)	\$28.00 per session
Total	TBA

The proposed amount is based on facilitating this program onsite at the Village of Biscayne Park. The Center will provide the Instructor/Trainer and the materials necessary for the training session.

If this contract is acceptable, please have the appropriate person sign for the Village of Biscayne Park.

 Maria C. Camara
 Village Clerk
 Village of Biscayne Park

Jeanette K. Jacques
 Jeanette K. Jacques
 Training Coordinator
 Metropolitan Center, FIU

To be assigned by Village of Biscayne Park personnel.

PROJECT CONTACT

Maria C. Camara
Village Clerk
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, FL 33161
Tel: 305 899 8000, Ext. 201
email: villageclerk@biscayneparkfl.gov

Jeanette K. Jacques
Training Coordinator
Metropolitan Center
Florida International University
150 SE 2nd Avenue, Suite 500
Miami, Fl 33131
Email: jacquesk@fiu.edu
Office: 305.349.1442
Fax: 305.577.6338

Code of Conduct

- Beepers and Cell phones must be turned off while in class.
- Any personal issues should be handled outside of the classroom.
- The facilitator(s) or trainer(s) is in charge of the classroom. Any problems should be communicated to him/her.
- The facilitator has the right to ask you to leave the classroom with legitimate reasons, which shall be given at time of expulsion.
- The Institute reserves the right to dismiss any student from the training session who does not comply with the student code of conduct.

PAST EXPERIENCE

- Ann Storck Center
- Camillus House of South Florida
- Centro Campesino
- City of Coral Gables
- City of Coral Springs
- City of Dania Beach
- City of Hialeah
- City of Homestead
- City of Key West
- City of Lauderhill
- Village of Biscayne Park
- City of Miami
- City of Miami Police Department
- City of Miramar
- City of Opa-Locka
- City of Oakland Park
- City of Pembroke Pines
- Village of Biscayne Park
- City of Sweetwater
- City of Tamarac
- Greater Miami Convention and Visitors Bureau
- Miami-Dade County Housing Agency
- Miami-Dade County Transit
- Miami-Dade County Water & Sewer
- Juvenile Assessment Center
- Local Initiatives Support Corporation
- The Village of Key Biscayne
- The Village of Miami Shores
- The Village of Pinecrest
- Town of Cutler Bay
- Town of Palmetto Bay

Conferences -

Women's Executive Retreat
Florida Personnel Public Association (FPPA)
National Forum for Black Public Administration
Civil Rights Conference
Florida Women in Government
Dewey Knight for Public Services Conference
Martin Luther King, Jr. Breakfast

Integra Consulting Team



March 5, 2011

María Camara
Clerk
Village of Biscayne Park

Dear Maria,

We appreciate the opportunity to contribute with the Village of Biscayne Park in order to improve its government. The activities we would like to implement are structured in order to reduce the conflict between its elected officials and staff, restore trust among the members of this group, reinforcing the competencies of team work and communication through the creation and development of alliances.

The main objective of these activities is to set the bases to transform its participants into a cohesive, high performance team, an integrated system capable of working together through time, in order to achieve its organizational objectives. At the end of these activities, elected officials and staff will have created the conditions necessary to improve communication, encourage the creation of an atmosphere of trust and loyalty, work as part of a whole system and understand that the need for interdependency and mutual support generates win-win relationships. Participants will learn practical tools and techniques which can be applied rapidly and will allow a speedy response to your projects, achieving objectives more efficiently.

As was evident from our conversation, there is the need to start a process of integration amongst your team members, to learn tools of communication in order to create synergy, and teamwork in an atmosphere of trust and loyalty. If objectives need to be improved, first there is an imperious need to deal with the human factor. Therefore, your decision to start a process of integration and empowerment of your team will facilitate the achievement of your team's objectives.

"A house divided against itself, cannot stand"
Abraham Lincoln

Introduction

This program consists of:

- A two day initial Integration and Teamwork workshop, and
- Five half- day monthly follow up sessions.

The main focus of the program is to empower the participants to develop the competencies of Leadership, Teamwork, Emotional Intelligence, Communication, and Systems Thinking, in order to become a highly effective team, able to create trusting relationships and able to exercise a significant positive influence on the VILLAGE OF BISCAYNE PARK and its objectives.

It is our belief that these competencies are learned through challenging experiences. At INTEGRA, we work hard in order to support and help the participants exceed their own

expectations. This program will help the participants combine the necessary knowledge with the human abilities of leadership in order to apply it to real organizational projects.

Expected results in the behavior of the participants program:

- An increase in the consciousness of the personal strengths each individual has and how to use them more effectively
- To increase individual tolerance and sensibility to individual differences
- To exercise leadership based on principles
- An increase in the capacity to deal with conflict
- To learn to have their emotions at their service
- Expand the repertoire of interpersonal abilities of communication
- Assertively manage the complexity of the business
- Apply systems thinking in the search of options

1. Integration and Teamwork Workshop: Creation & Development of Alliances

“Individuals, no matter how competent or charismatic, never possess all the attributes needed to solve by themselves the pull of inertia”

John Kotter

INTRODUCTION:

The workshop of internalization and reinforcement of the competency “Team Work: Creation and Development of Alliances” has as its purpose to provide practical and specific tools that will encourage the internalization of the above mentioned competency.

During this workshop, team members will come to the realization that they have an important role in the efforts made to confront the organizational challenges of the future. Rather than trying to survive individually, they will learn that a united strength is needed to give an efficient response to the challenges ahead. This workshop will provide the necessary tools to proactively deal with these situations, so they can become:

- A. Leaders within their own sphere of influence,
- B. Sources of empowerment that others need,
- C. Facilitators who design interactions among groups which need to interact,
- D. Integrators that gather information from the entire organizational system, coordinate its parts, assure the coexistence of the processes, and provide quality information upwards, downwards, to their peers and to the external clients.

OBJECTIVES:

1. Increase the capacity to jointly deal with difficult situations
2. Demonstrate loyalty and the capacity to be there for each other
3. Develop efficient personal and organizational strategies that will add value to the organization, as Leaders, Facilitators and Integrators.
4. Discover that stress, doubts and problems, which arise within the organization, are related to the organizational system as a whole and not to individuals. Therefore, solutions can only arise through the creation and development of alliances.

5. Develop and manage interpersonal skills in order to improve communication and increase tolerance, thus enhancing the capabilities to cope with conflictive situations.
6. Learn to think systemically.
7. Learn to behave assertively

What your team will get:

1. Your team will be able to recognize the need for interdependency and that the objectives can be achieved more efficiently when the members support each other
2. Your team will be able to develop an atmosphere of trust and loyalty
3. Your team will be able to behave with a sense of belonging to the same system
4. Your team will be able to practice honest and transparent communication, making an effort to understand each other
5. Your team will be able to recognize that conflict is a normal aspect of each interaction. Nevertheless, they will see it as an opportunity to explore new ideas. They will work towards resolving conflict constructively
6. Your team will periodically revise together its performance

METHODOLOGY:

The workshop is based on group dynamics, simulations and analysis of specific group situations, the principles of leadership, and concepts of emotional intelligence, communication and motivation:

- Simulation exercises and analysis of the barriers that arise during the performance of the roles each plays in the organization as well as finding alternatives to overcome these barriers
- Simulation exercises that will emphasize team work around real situations your team is now facing and those it might face in the future
- An exercise of shared vision during which the group will define present difficulties and future alternatives for improvement
- Personal and team debriefing of the exercises, implications and extrapolation of this learning to the organization as a whole
- Formulation of options and development of alliances

DURATION:

This workshop has a duration of sixteen (16) hours, distributed in two consecutive days.

2. Five Modules of Learning and Experimentation – Follow up

***“Build in your people the sensation of interdependence
and the strength that comes from unity”***

Vince Lombardi

The five follow-up sessions will be held monthly, for four consecutive hours. During these sessions, team members will learn additional intrapersonal and interpersonal practical tools that will empower them as individuals and improve their interpersonal relationships. In addition, the Consulting Team methodology will be applied.

In an efficient team, each member has the opportunity to share his/her idiosyncratic way of perceiving events and what is important to him/her as a contributing member of a system. Once the members of the team start a transparent dialogue about what is important to them, a door for learning, reflection, and action is opened, with special emphasis given to respect to the diversity of ideas.

OBJECTIVES:

Dealing with topics of inclusion:

- a. Can I express my ideas and be respected?
- b. Can I trust the team members?
- c. Are my ideas taken into consideration?
- d. Do I contribute to create an atmosphere of trust?

Expected results:

- a. Development of an atmosphere of trust and respect
- b. Encouragement of a transparent dialogue
- c. Establishment of methods of effective communication

Dealing with concepts of control and solidarity:

- a. How do I maintain autonomy?
- b. What kind of relationships can we develop?
- c. How can we achieve consensus?
- d. Who backs me up and who do I back up?
- e. How much influence do I have in the team?

Expected results:

- a. Develop a decision making process together
- b. Reinforce methods of how to inquire and advocate
- c. Give and receive feedback
- d. Encourage new ideas for the resolution of dilemmas

Purpose

The purpose of these five follow up sessions is to build the way towards the future of the organization with a cohesive integrated team. These modules will contribute with the development of the leadership abilities of the participants, empowering them to achieve extraordinary results.

The five sessions are designed to create long-term results in the behavior of the participants. This program will help the participants integrate the tools and concepts learned into their daily organizational life in the VILLAGE OF BISCAYNE PARK. Each learning module is based on practices and simulations around real dilemmas and projects that each participant will bring to the table. Individual and group feedback is an integral part of the program. At the same time, the participants will need to complete a number of tasks or homework which will reinforce the learning process.



Content:

Personal Mastery:

Do you have your emotions at your service? Do you think and act optimistically? Do you deal adequately with situations of adversity and uncertainty? Do you exercise leadership through credibility?

Communication:

Do you communicate to create an effective dialogue? Do you have the tolerance to deal with antagonistic perspectives? Do you know how to deal with difficult people, not getting hooked in the conflict?

Learning:

Are you ready to question your mental models? Do you exercise the inclusion of voices? Can you receive feedback without becoming defensive? Are you an explorer? Can you adapt to change?

Team Leadership:

Can you develop high performance teams? Can you see the fundamental benefits of cooperation across boundaries? Do you work effectively with others and reinforce teamwork?

Systemic Thinking:

Do you think systemically? Can you identify the key components and processes of the organization, and the interaction between them?

Motivation:

Do you think with flexibility when confronting changing situations? Are you able to generate and develop long-term alliances?

Coaching - Development of Others:

Can you identify the barriers that do not allow others to achieve their potential? Do you invest time and energy in developing talent in order to help them exceed their own expectations and performance?

Team, Duration and Investment:

I will be the leader of this program and will receive support from an additional INTEGRA consultant.

After the initial two day workshop, I will meet with the participants monthly for four hours follow up sessions. Face to face time with the client will be of thirty six hours in all. I will be available via phone and email for any additional consultation.

If this proposal is agreeable to you, we suggest the following payment schedule for the US\$ 12,750.00 investment required in professional fees:

- A down payment of US\$ 3,750.00 at the signing of this contract
- Five (5) monthly installments of US\$ 1,750.00 payable the first five days of each month, starting the following month after the signing of this contract.



Investment, General Conditions and Acceptance:

The work we develop for our clients is based on the strictest confidentiality and therefore any information that we will encounter during our work will be treated under the strictest professional norms. We would like to assure you that we will make our best effort to complete this work successfully. Our recommendations and the written material that we will provide will represent our best criterion based in the information received.

If this proposal meets with your satisfaction and you would like for us to start working accordingly, please sign at the bottom of the page. The signed copy and the down payment will constitute your authorization for us to proceed.

As part of our work we solicit feedback from our clients about our performance. Once our work is finished, a member of our staff will contact you in order to request your evaluation of the service performed.

We are grateful for the opportunity to work with you.

Sincerely,

INTEGRA Consulting Team, LLC.

For VILLAGE OF BISCAYNE PARK

Daniel Gil'Adi
Director

Maria Camara
Village Clerk



Daniel Gil'Adi

20533 Biscayne Blvd., # 103, Aventura, FL. 33180 • mobile (305) 904-6196

giladi.d@integract.com

- Senior consultant to organizations and communities. Consults a broad range of companies in the service, automotive, manufacture, telecommunications and consumer goods areas.
- Professor in the areas of leadership, emotional intelligence, coaching, teamwork and communication.
- Experienced as an officer in the Israeli Defense Forces, exercising leadership in difficult circumstances, as a result became interested in how common individuals may accomplish extraordinary results, thus generating significant transformations in other individuals, organizations and communities, under the most adverse circumstances.
- Author of three books, "Leadership: A Personal Decision" (McGraw Hill, 2004), "Leadership: A Masculine Domain?" (Dolmen, 1999), and "Emotional Intelligence in Practice" (McGraw Hill, 2001).
- Motivational speaker in Latin America, Israel and the US.
- Fluent in Spanish, English and Hebrew.
- Director of INTEGRA Consulting Team, LLC.

EDUCATION:

1982-84	POST-DOCTORATE IN CLINICAL PSYCHOLOGY Psychology Department Temple University Philadelphia, U.S.A.
1978-82	Ph.D. IN CLINICAL DEVELOPMENTAL PSYCHOLOGY Bryn Mawr College Bryn Mawr, Pennsylvania, U.S.A.
1982-83	EXTERNSHIP IN FAMILY THERAPY Philadelphia Child Guidance Clinic Philadelphia, U.S.A.
1975-77	M.A. IN CLINICAL PSYCHOLOGY Psychology Department Bar-Ilan University, Israel
1972-75	BACHELOR OF ARTS IN PSYCHOLOGY Psychology Department

Tel-Aviv University, Israel

WORKING EXPERIENCE

2000 – present DIRECTOR

INTEGRA Consulting Team
Organizational Development Consultant: Leadership and Team
Development. Competency Models
Miami, USA

1985 – present DIRECTOR

Proyectos LEAD (Liderazgo, Equipo, Aprendizaje, Desarrollo)
Organizational Development: Leadership and Team Development.
Competency Models
Caracas, Venezuela

1982 – 1985

ASSOCIATE CLINICAL DIRECTOR
INTEGRA
Employee Assistant Program
Philadelphia, USA

TEACHING EXPERIENCE:

2005 – Present ADJUNCT PROFESSOR

UNIMET – Universidad Metropolitana
Caracas, Venezuela
Courses:
Leadership and Emotional Intelligence
The Mobilization of Organizational Resources
Team Learning: How to Create and Develop Alliances
Leadership in Action

1987 – 2005

ADJUNCT PROFESSOR
IESA- Instituto de Estudios Superiores de Administración
Caracas, Venezuela
Courses:
Leadership and Emotional Intelligence
The Mobilization of Organizational Resources
Team Learning: How to Create and Develop Alliances
Leadership in Action

1993 – 1999

VISITING PROFESSOR
Ruppin Institute
Hemek Hefer, Israel

1993 – 2000

VISITING PROFESSOR
ESAN, Escuela Superior de Administración

Lima, Perú

1990
Fall Semester
VISITING FELLOW
Harvard University
J.F. Kennedy School of Government
Cambridge, Massachusetts, U.S.A.

1982-86
ASSISTANT CLINICAL PROFESSOR
Hahnemann University
Mental Health Sciences Department
Philadelphia, Pennsylvania, U.S.A.

Publications:

Gil'Adí, D. (2004) **Leadership: A Personal Decision**. McGraw Hill – In Spanish

Gil'Adí, D. (2001) **Improving Organizational Effectiveness Throughout Transformational Leadership: A Follow Up Study**. Paper presented in the annual meeting of BALAS (Business Association of Latin America) San Diego, CA. 2001

Gil'Adí, D. (2000) **Emotional Intelligence in Practice**, McGraw Hill – In Spanish

Gil'Adí, D. (2000) **Improving Organizational Effectiveness Throughout Transformational Leadership**. Paper presented in the annual meeting of BALAS (Business Association of Latin America) Caracas, April 2000

Gil'Adí, D. (1998) **Leadership: A Male Dominated Field?** Dolmen. McGraw Hill will publish the second edition forwarded by Prof. Bernard Bass March 2004

Lara Carrero, L.; Bencosme, A.; Farrel, R.; Gil'Adí, D. (1993) **New Barrel for an Old Barrel** Annual Meeting of the Systems Dynamics Society, Cancún, México

Gil'Adí, D.; Lara Carrero, L. (1993) **Consulting Groups: A Methodology for Shared Vision and Team Learning**, Annual Meeting of the Systems Dynamics Society, Cancún, México

Gil'Adí, D. (1993) **I Never Said Good-by** in Mourning and Comfort, Ed. By Pynchas Brenner, Boker Books

Gil'Adí, D. & Newman, F. (1982) **Client Information and its Use by Therapists Differing in Theoretical Orientation** Psychotherapy: Theory, Research and Practice, winter issue

Gil'Adí, D. (1981) **Are there Real Differences Among Therapists Differing in Theoretical Orientations?** Psychotherapy Research Society Annual Convention, Aspen, Colorado, USA

Kipper, D. & Gil'Adí, D. (1978) **Effectiveness of Structured Psychodrama and Systematic Desensitization in Reducing Test Anxiety**, Journal of Counseling Psychology, p. 25, 499-505

PLANNING & ZONING

Meets the 1st and 3rd Monday at 6:30PM

	Member	Appointed By	Comment
1	Gage Hartung	Childress	
2	Barbara Watts	Cooper	
3	Andrew Olis	Bernard	
4	Doug Tannehill	Ross	
5	Elizabeth Hornbuckle	Anderson	
6	Mario Rumiano		< Alternate >
7	Carl Bickel		< Alternate >
	<i>Fred Jonas</i>	<i>Ross</i>	<i>Resigned.</i>

Code Enforcement

Meets the 3rd Tuesday at 7:00PM

1	Harvey Bilt	Anderson	
2	Dale Blanton	Bernard	
3	David Coviello	Childress	
4	Carmen DiBernardi	Ross	
5	Dario Salazar	Cooper	<i>Notified March 1, 2011.</i>
6	Kelli Romano	Anderson	< Alternate >
7	Milt Hunter	Anderson	< Alternate >
	Victor Cannon	Cooper	<i>Resigned.</i>
	Ray Irizzary	Ross	<i>Resigned.</i>

Code Review

Meets the 2nd & 4th Tuesday at 7:00PM

1	Gage Hartung	Auto from P&Z	
2	Andrew Olis	Auto from P&Z	
3	Gary Kuhl	Anderson	
4	Dale Blanton	Auto from Code Enf	
5	David Coviello	Auto from Code Enf	
6	Carmen DiBernardi	Auto from Code Enf	
7	Kelli Romano	Auto from Code Enf	
8	Judi Hamelburg	Bernard	
	<i>Ray Irizzary</i>	<i>Auto from Code Enf</i>	<i>Resigned</i>
	<i>Fred Jonas</i>	<i>Auto from P&Z</i>	<i>Resigned</i>
	<i>Harvey Bilt</i>	<i>Auto from Code Enf</i>	<i>Resigned, but remains on Code Enf.</i>
	<i>Milt Hunter</i>	<i>Auto from Code Enf</i>	<i>Resigned, but remains on Code Enf.</i>
	<i>Victor Cannon</i>	<i>Auto from Code Enf</i>	<i>Resigned</i>

Recreation Advisory Board

Meets the 2nd Wednesday at 6:30PM

1	James Murphy	Bernard	
2	John Holland	Cooper	
3	Caitlin H. Spurr	Ross	
4	Rachel O'Conner		Previous alternate that replaced Vicki O'Brien.
5	Grisette Marcos	Anderson	
	<i>Helga Silva</i>	<i>Ross</i>	<i>Resigned</i>
	<i>Ron Gwynn</i>	<i>Anderson</i>	<i>Resigned</i>

Vicki Mallette O'Brien	Childress	Resigned.
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Parks & Parkway Advisory Board Meets the 3rd Wednesday at 6:00PM

1	Dan Keys	Anderson	
2	Barbara Kuhl	Childress	
3	Randy Wagoner	Ross	
4	John Zoeller	Bernard	
5	Daniel Samaria	Cooper	
6	Lynn Fisher		< Alternate >
7	Mary Ann Jones		< Alternate >
	David Tunnel	Cooper	Resigned.
	Anne Marie Jonckheer	Bernard	Resigned.
	Barbara Kiers	Cooper	Resigned.
	Jane Ansley		Resigned. (Alternate)

Ecology Board Meets the 3rd Thursday at 6:30PM

1	Victor Romano	Anderson	Notified March 28, 2011.
	Lacy Huppman	Ross	
6	Linda Carrington		< Alternate >
	Linda Domin		Will participate on special projects only.



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Date: March 27, 2011 (Per email of that date)

To: Attorney's Office; Village Manager; Clerk

From: L. Bryan Cooper

Re: Protection of staff; Village liability and a Resolution/Order

Background Analysis:

Given recent allegations against the Villager Manager's Office, see below Order. (Background analysis of vendors providing services per the Resolution/Order below can be analyzed by Village staff in the same professional manner with which they approach Village insurance.

Fiscal/Budgetary Impact:

To be determined by Village Staff per Order below.

Recommendation:

A Order of the Village Commission of the Village of Biscayne Park, Florida directing the Village Attorney to receive from the Clerk a report on three to five "Ethics Hot-line" related companies providing services to government; with back-ground information, analysis, cost and resulting documentation forwarded in advance to the full Commission, along with Village Attorney recommendation, one week prior to next full Commission meeting."

village clerk

Subject: FW: Agenda Item Request Form.doc

From: Bryan Cooper [mailto:bryancooper7@yahoo.com]
Sent: Sunday, January 23, 2011 9:29 PM
To: villageclerk@biscayneparkfl.gov; bcooper@biscayneparkfl.gov
Cc: agarcia@biscayneparkfl.gov; John Hearn; attyhearn@aol.com
Subject: Re: Agenda Item Request Form.doc

#2

Date: (Please refer to the email sent when this was first placed on the agenda in Dec. of 2010).

To: Clerk; Manager, for inclusion on agenda

From: Bryan Cooper

Re: Future condensed short bullet list of agenda items to be sent on day 7, prior to Commission meeting, by Clerk to Commission.

Background Analysis: In the past year, there have been times that the agenda with backup was not presented to Commissioners for review until shortly before the date of the Commission meeting. It would be helpful if the Clerk, upon closing the deadline for submission of new agenda items from Commissioners, compiled a simple bullet list of clear, understandable titles of all new agenda items and forward them by email to Commissioners.

Fiscal/Budgetary Impact: None; a few minutes of the Clerks time to send a brief summary. This will foster a higher degree of transparency and hopefully collegiality, by allowing all Commissioners to see a week in advance the other items set to be brought forth by their colleagues.

Recommendation: Ask Manager to direct the Clerk to provide this list to the Commission following the deadline for submission of new agenda items.

From: village clerk <villageclerk@biscayneparkfl.gov>
To: bcooper@biscayneparkfl.gov
Cc: agarcia@biscayneparkfl.gov
Sent: Thu, January 20, 2011 6:34:56 PM
Subject: Agenda Item Request Form.doc



Date: 1/24/11
To: Clerk Maria Camara
From: Commissioner Steve Bernard
Re: February Agenda Item

AGENDA ITEM REQUEST:

A **DISCUSSION** for an Ad Hoc Art Review Board

BACKGROUND AND ANALYSIS:

Due to the previous controversy caused by the June Donation by generous Biscayne Park Residents of a Sculpture for Village use without any formal Village policies or procedures for choosing, accepting, or locating Public Art, and due to the fact that the Mayor has informally sponsored another Sculpture Donation (see attached 1/2/11 email from Mayor), an Ad Hoc Art Review Board will serve to formalize any further Public Art donations by creating both policies for acceptance and locating, as well as to provide professional input for the guidance in collective decisions for our community.

It is recommended that the Board be made up of Residents who have either technical, practical, or formal educational experience with Public Art, and that their meetings be advertised by the Village, work under Sunshine Laws (including properly noticed Agendas and formally approved Minutes), and provide guidance as required for both donated and publicly purchased Public Art.

It should also be noted that most cities that accept Public Art donations has either a policy to review and accept or an Art Review Board, or both.

FISCAL/BUDGETARY IMPACT:

Unknown, would include use of Public Meeting Room, Clerk notifications via Email/Web/Posted Notice, time during Commission Meetings for Reports

RECOMMENDATION: Approve

-----Original Message-----

From: Rox Ross <rox@roxross.com>

To: ROX@roxross.com

Sent: Sun, Jan 2, 2011 10:27 pm

Subject: Happy New Year 2011 in the Village of Biscayne Park

Dear Neighbors,

(Note: unrelated content not included)

One related initiative taken up by cities nationwide, supported by the Florida League of Cities in partnership with DC-based Partners for Livable Community, is public art --- it has been said to instill neighborhood pride, value of public space, and serve as a deterrent for crime and violence. Public art throughout our Village may include murals and sculptures, traditional or abstract outdoor displays for viewing, or functional pieces like a bicycle rack, climbable structure or a simple bench for resting a spell as we walk through our Village. So, our first piece of donated public art is up for your viewing -- it's a small accent in one of our open spaces along 6 Ave at 114 St. I am interested in knowing your response to Triax Alpha V by Bilhenry Walker, and to public art in our Village in general.

There is a growing pool of donations for the purchase of a second piece of public art for the Village. Biscayne Park being the unique place that it is, I have no doubt that we have more than a fair share of artist of varying experience and disciplines to guide us in collective decisions for our community, and I welcome your contributions and suggestions for the best use of these pooled donations. So far, the proposed piece is created by Rob Lorenson titled Xs and Os #5 -- attached is a pic for your consideration. If you are interested in contributing comment, time, energy or cash to these community efforts, please let me know.

Thank you for allowing me the privilege to serve as your Mayor. I wish you all good health, love and joy in the New Year. Rox

Village of Biscayne Park

640 NE 114 Street

Biscayne Park, FL 33161

Village Hall -- 305-899-8000

Cell Phone -- 305-710-0620

village clerk

From: Bryan Cooper [bryancooper7@yahoo.com]
Sent: Friday, January 28, 2011 9:24 PM
To: villagemanager@biscayneparkfl.gov
Cc: Village clerk; Archives
Subject: Re: badges; agenda item for March meeting

Ms. Garcia:

Per you question below....I do not have (and would never accept) a badge.

Please place the below on the agenda for the March meeting. I have no backup documentation; nor is there a cost analysis.

Date: January 28, 2011

To: Clerk; Manager

From: Bryan Cooper

Re: Police-style badges given to Commissioners

Background Analysis: None.

Fiscal/Budgetary Impact: None.

Recommendation: None at this time; To be discussed before the full Commission.

Bryan Cooper

From: Ana M. Garcia <villagemanager@biscayneparkfl.gov>
To: Rox Ross <rox@roxross.com>; Steve Bernard <steve@stevebernardarchitect.com>; Commissioner Bob Anderson <banderson@biscayneparkfl.gov>; Al Childress <albertchildress@yahoo.com>; Bryan Cooper <bryancooper7@yahoo.com>
Cc: Village clerk <villageclerk@biscayneparkfl.gov>; Archives <vobparchives@biscayneparkfl.gov>
Sent: Fri, January 28, 2011 5:06:12 PM
Subject: badges

Good afternoon all, Tom from the herald called me as he is doing a story on North Miami and badges for officials. How many of you have badges? This varies from City to City. If you have already answered this please disregard. Thank you.

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Date: 04/25/2011

To: Vice Mayor Steve Bernard
Commissioner Bob Anderson
Commissioner Al Childress
Commissioner Bryan Cooper

cc: Manager Ana Garcia
Attorney John Hearn
Clerk Maria Camara

From: Mayor Roxanna Ross

Re: Follow-up on Kimley Horn Traffic Studies
[This item of business first appeared on the 03/01/2011 Agenda. It was not reached during the regular Commission meeting in March. Therefore, the matter is refreshed for discussion here.]

REQUEST:

CONSENSUS AND DIRECTION CONCERNING KIMLEY-HORN AND ASSOCIATES, INC.'S TRAFFIC STUDY DATED JANUARY 2007, AND TRAFFIC STUDY UPDATE DATED JULY 2008 (THE "KH TRAFFIC STUDIES")

BACKGROUND AND ANALYSIS:

The KH Traffic Studies provided supporting data and proposed traffic plan for the Village of Biscayne Park, which included:

1. Converting NE 9 Court to one-way southbound (implemented);
2. Median extension on NE 121 Street at 5 Avenue to restrict turning movement;
3. Channelizing eastbound right-turn only movement at NE 121 Street and 6 Avenue (implemented and reinforced with the planting of trees to avoid median cross-over traffic);
4. Re-routing southbound Griffing Blvd. to NE 115 Street (implemented with unfavorable results and reversed);
5. Installing traffic circles along NE 7 Ave and 9 Avenue;
6. Installing landscaped entry features on local streets throughout the Village;
7. Where feasible, install lane width reduction striping that designates space for pedestrians and bicyclists (discussed by community at large, committee and commission);
8. Implementing 25 MPH speed limit on local streets within the Village (implemented); and
9. Generally recommending CPTED guidelines, including landscaping and lighting considerations.

Two of the above-described nine measures were implemented with immediate favorable results: #1 and 8. Item #3 was implemented and further enhanced last fall by planting trees along the median to discourage u-turns by vehicles seeking to avoid the right-turn channelization. Item #4 was implemented, determined unfavorable and the measure was reversed. Plans to implement Item #7 were discussed at length without reaching consensus.

Last month the Commission voted unanimously in support of a resolution to work with the residents in the vicinity of NE 5 Ave and 121 Street to implement recommendation #2 – extension of that median.

I urge the Commission to continue in this support of Recommendation #2, and to focus on the items that have not yet been addressed --- Recommendations #5, 6 and 9 proposed by KH Traffic Studies, as well as any further recommendation that may be developed through the process. Let's continue to move forward on the items that we can agree upon, and direct the Manager, at her discretion, to work with Kimley Horn, contract landscapers, resident boards and volunteers to implement these recommendations:

Recommendation #6, landscaped entry features have been discussed and plans may already be available from our Park & Parkways Board, whose members are always ready to assist in enhancing our greenspaces. Starting with the

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landscaping at our NE 6 Avenue entrance, which was the focus of the recent MLK Day of Service event, and continuing with every entrance point to the Village: 107 Street and the FEC railway at our southern end, 10 Avenue, 8 Avenue, Griffing Boulevard along the Village northern entryways. The replacement of weathered signs for these points, as well as at NE 12 Avenue, 9 Avenue and 7 Avenue; procurement may be through the County, as was our recently installed sign at the Ed Burke Recreation Center.

Recommendation #9 further explore specific improvements, including landscaping and lighting employing CPTED principles, further reducing cut-through traffic and continuing to make our streets safe for pedestrians.

Recommendation #5 installing traffic circles at the suggested locations, or such other sites as the community deems appropriate.

FISCAL/BUDGETARY IMPACT:

The current budget allows for minimal spending on any improvements. However, through fundraising, private contributions and forestry match-grant monies, these improvements can become a reality for our Village. Studies show that one of the top ways to improve the market value of your home, with high return on investment is LANDSCAPING. I believe that these enhancements will further reinforce our sense of place and continue to distinguish the Village of Biscayne Park as a bird sanctuary and Tree City USA community.

RECOMMENDATION:

I urge the Commission to work together in the areas where we are all in agreement, enhancing greenspaces and finding the funds to accomplish these goals.