



TOWN OF CUTLER BAY

Mayor Paul S. Vrooman
Vice Mayor Edward P. MacDougall
Councilmember Timothy J. Meerbott
Councilmember Ernest N. Sochin
Councilmember Peggy R. Bell

Town Attorney Mitchell Bierman
Town Attorney Chad Friedman
Town Clerk Erika Santamaria
Town Manager Steven Alexander

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (305) 234-4262 for assistance no later than four days prior to the meeting.

TOWN COUNCIL MEETING AGENDA

Wednesday, September 23, 2009, Immediately Following Budget Hearing
South Dade Regional Library
10750 SW 211th Street, 2nd Floor
Cutler Bay, Florida 33189

1. **CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE**
2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**
3. **APPROVAL OF MINUTES**

A. Regular Council Meeting – August 19, 2009

TAB 1

4. **REPORTS**

A. **TOWN MANAGER'S REPORT**

B. **TOWN ATTORNEY'S REPORT**

C. **BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS**

5. **CONSENT AGENDA**

ANY ITEMS SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED OR PULLED BY A COUNCILMEMBER OR THE TOWN MANAGER.

A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING VILLAGE OF PALMETTO BAY'S INITIATIVE ON BEING A DISTRIBUTION SITE FOR NOVEL H1N1 INFLUENZA INOCULATION ; AND PROVIDING FOR AN EFFECTIVE DATE. **(MACDOUGALL)**

TAB 2

B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE TOWN OF CUTLER BAY FOR THE PROVISION OF AN AFTER SCHOOL PROGRAM AT CUTLER RIDGE PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA PERTAINING TO PROFESSIONAL SERVICES, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN-BUILD SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH THE TOP THREE RANKED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 4

D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO GRANTS, APPROVING MATCHING GRANT FUNDING IN AN AMOUNT NOT TO EXCEED \$292,600 FOR THE BEL AIRE PARK AND SAGA LAKE PARK IMPROVEMENT PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE SELECTION OF A COMPUTER HARDWARE PROVIDER; APPROVING THE SELECTION OF ALTEK COMPUTER GROUP, INC. FOR THE PURCHASE OF COMPUTER HARDWARE FOR THE TOWN BASED ON THREE PRICE QUOTATIONS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH ALTEK COMPUTER GROUP, INC. FOR THE PURCHASE OF THE ERP COMPUTER NETWORK SERVERS AND NECESSARY EQUIPMENT; PROVIDING AN EFFECTIVE DATE.

TAB 6

F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF ADDITIONAL MEMBERS TO THE PARKS AND RECREATION ADVISORY COMMITTEE; AND EXPANDING THE DUTIES OF THE PARKS AND RECREATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE. **(BELL)**

TAB 7

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL BE SWORN-IN PRIOR TO GIVING TESTIMONY AND MAY BE SUBJECT TO CROSS EXAMINATION. ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL STATE THEIR NAME AND ADDRESS FOR THE RECORD.

A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SIGN VARIANCE FOR EAST RIDGE RETIREMENT VILLAGE INC., LOCATED AT 19301 S.W. 87TH AVENUE, TO

TAB 8

PERMIT A MONUMENT SIGN OF 88 SQUARE FEET WHERE 24 SQUARE FEET IS PERMITTED; AND PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)

- A.** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REVISING ORDINANCE 06-22 TO PROVIDE FOR THE DISPOSITION OF SURPLUS MATERIALS VALUED AT LESS THAN \$5,000.00; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 9

8. ORDINANCES FOR FIRST READING OR RESOLUTIONS REQUIRING A PUBLIC HEARING

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

10. PUBLIC COMMENTS

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

11. MAYOR AND COUNCIL COMMENTS

12. OTHER BUSINESS

13. ADJOURNMENT

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TAB 1

**TOWN OF CUTLER BAY
TOWN COUNCIL MEETING
MINUTES**

Wednesday, August 19, 2009, 7:00 PM
South Dade Regional Library
10710 SW 211th Street, 2nd Floor
Cutler Bay, Florida 33189

- 1. CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the mayor at 7:00 PM. Present were the following:

Councilmember Peggy R. Bell
Councilmember Timothy J. Meerbott
Councilmember Ernest N. Sochin
Vice Mayor Edward P. MacDougall
Mayor Paul S. Vrooman

Town Attorney Chad Friedman
Town Clerk Erika Santamaria
Town Manager Steven J. Alexander

- 2. PROCLAMATIONS, AWARDS, PRESENTATIONS:**

A. Mayor Vrooman presented a proclamation to Keith Diego for his work in the community and with Southridge High School. The mayor also recognized Samantha Gohlar for winning the Diego Family Spartan scholarship to her university of choice.

- 3. APPROVAL OF MINUTES:**

A. Councilmember Bell made a motion approving the minutes of the meeting on July 15, 2009. The motion was seconded by Councilmember Meerbott and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- 4. REPORTS**

A. TOWN MANAGER'S REPORT

The town manager discussed that his office has issued a document with a list of accomplishments for the past fiscal year. He also mentioned that at the last budget workshop he provided the Council with a memo explaining the police municipal contract, options, and recommendation. He was proud to announce that the Cutler Ridge Elementary drainage project is almost complete and will be fully completed before the start of the school year. He reported that the Saga Bay drainage improvements will begin shortly. He stated that members of his staff went door to door in the Saga Bay area, passing out flyers in reference to the Saga Bay drainage improvements so that residents

were ready for any detours and be notified of the construction in their neighborhood. The manager reported that he was currently working on the budget with the Finance Director and was hopeful that the budget would be available soon.

B. TOWN ATTORNEY'S REPORT

C. BOARD AND COMMITTEE REPORTS, COUNCIL ANNOUNCEMENTS

5. CONSENT AGENDA:

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REQUESTING MIAMI-DADE COUNTY TO CEASE CONSTRUCTION OF A CHAIN LINK FENCE ALONG THE BIKE PATH ON SW 87TH AVENUE BETWEEN OLD CUTLER ROAD AND SW 216TH STREET AND REQUESTING THE COUNTY TO REMOVE THE EXISTING CHAIN LINK FENCE ALONG THE PATH; AND PROVIDING FOR AN EFFECTIVE DATE. **(BELL)**

- D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO APPROVE A CHANGE ORDER FOR RECREATIONAL DESIGN & CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$29,600 FOR ADDITIONAL DESIGN-BUILD SERVICES FOR CUTLER RIDGE PARK IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

- E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE TOWN MANAGER TO APPLY FOR GRANT FUNDING FROM THE SAFE NEIGHBORHOOD PARKS BOND PROGRAM FOR PARKS PROJECTS; PROVIDING FOR THE COMPLETION OF THE PROJECTS; PROVIDING FOR PARK ACCESSIBILITY; PROVIDING FOR FUNDING TO SUPPORT THE PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

- F.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE SELECTION OF JOHN DEERE COMPANY FOR THE PURCHASE OF A REPLACEMENT UTILITY VEHICLE IN THE AMOUNT OF \$5,365.26 BASED ON COMPETITIVE BIDS OBTAINED BY ANOTHER GOVERNMENT AGENCY; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Bell pulled Items B and Member Sochin pulled Item C from the Consent Agenda.

Councilmember Meerbott made a motion to approve the Consent Agenda as amended with Items B and C pulled for discussion. The motion was seconded by Councilmember Bell and Resolutions 09-57 through 09-60 through 09-62 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ENCUMBERING BUDGETED FUNDS FROM THE 2008/2009 FISCAL YEAR BUDGET FOR TWO UPCOMING EVENTS WITHIN THE TOWN; AND PROVIDING AN EFFECTIVE DATE. (BELL)**

Councilmember Bell provided a brief overview of the resolution. She stated that the ad hoc town events committee has only spent \$300.00 for one town event to date and is looking for fund support in two upcoming events. Member Bell offered an amendment to the resolution requesting that the committee be required to request funds for both events at this current meeting. She stated the current resolution states they would have to appear a second time requesting funds for the second event. Member Bell introduced the Chair of the committee, Ralph Geronimo, who proceeded to address the Council on the need for more Town events.

After much discussion, Councilmember Sochin made a motion to approve the Member Bell's revised amended version of the resolution. The motion was seconded by Councilmember Bell and the resolution failed by a 2-3 roll call vote. The motion was as follows: Councilmembers Bell and Sochin voting Yes; Councilmember Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting No.

Councilmember Meerbott made a motion to only approve \$2,000 for the bicycle event in November. The motion was seconded by Vice Mayor MacDougall and Resolution 09-58 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING A STATE BAN ON TEXT MESSAGING WHILE OPERATING A MOTOR VEHICLE, OR ALTERNATIVELY SUPPORTING STATE LEGISLATION PERMITTING LOCAL MEASURES TO BAN TEXT MESSAGING WHILE OPERATING A MOTOR VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE. (SOCHIN)**

Councilmember Sochin gave an overview of the resolution.

Councilmember Bell made a motion to approve the resolution. The motion was seconded by Councilmember Sochin and Resolution 09-59 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

Councilmember Sochin requested from the Council to add a resolution to the Consent Agenda for consideration. The mayor requested a motion to amend the agenda to add on Member Sochin's resolution. Councilmember Meerbott made a motion to amend the agenda to add Member

Sochin's resolution for Council's consideration. The motion was seconded by Councilmember Sochin and the motion was unanimously approved by all members of the Council.

The town clerk read the following add-on resolution by title:

- G.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA SUPPORTING THE FLORIDA PUBLIC SERVICE COMMISSION'S DECISION TO ORDER FLORIDA POWER AND LIGHT TO DISCLOSE TOP EXECUTIVE SALARIES; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Sochin provided a brief explanation on the resolution.

Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Resolution 09-63 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL BE SWORN-IN PRIOR TO GIVING TESTIMONY AND MAY BE SUBJECT TO CROSS EXAMINATION. ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL STATE THEIR NAME AND ADDRESS FOR THE RECORD.

All witnesses giving testimony were sworn-in by the clerk. The clerk read the following resolution, by title:

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A HEIGHT VARIANCE FOR EAST RIDGE RETIREMENT VILLAGE INC., LOCATED AT 19301 S.W. 87TH AVENUE, TO PERMIT A MAXIMUM HEIGHT OF 37 FEET WHERE 35 FEET IS PERMITTED; AND PROVIDING FOR AN EFFECTIVE DATE.

David Hennis, Community Development Director, gave an oral report on the resolution recommending approval of the request.

Simon Ferro, 1231 Brickell Avenue, addressed the Council.

The mayor opened the public hearing. Steve Zarzecki, 9640 Martinique Drive, Tom Condon, 19641 Holiday Road, and Sharon Breitinger, PO Box 749, addressed the Council. The mayor closed the public hearing.

Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolution 09-64 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following resolution, by title:

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A HEIGHT VARIANCE FOR EAST RIDGE RETIREMENT VILLAGE INC., LOCATED AT 19301 S.W. 87TH AVENUE, TO PERMIT THREE (3) STORIES IN HEIGHT WHERE TWO (2) STORIES IS PERMITTED; AND PROVIDING FOR AN EFFECTIVE DATE.

David Hennis, Community Development Director, gave an oral report on the resolution recommending approval of the request.

Simon Ferro, 1231 Brickell Avenue, addressed the Council.

The mayor opened the public hearing. Steve Zarzecki, 9640 Martinique Drive, Tom Condon, 19641 Holiday Road, and Sharon Breitinger, PO Box 749, addressed the Council. The mayor closed the public hearing.

Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Councilmember Sochin and Resolution 09-65 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following resolution, by title:

- C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SIGN VARIANCE FOR EAST RIDGE RETIREMENT VILLAGE INC., LOCATED AT 19301 S.W. 87TH AVENUE, TO PERMIT A DIRECTIONAL SIGN OF 75 SQUARE FEET WHERE THREE (3) SQUARE FEET IS PERMITTED AND TO PERMIT A HEIGHT OF SIX (6) FEET WHERE FOUR (4) FEET IS PERMITTED; AND PROVIDING FOR AN EFFECTIVE DATE.

David Hennis, Community Development Director, gave an oral report on the resolution recommending denial of the request.

Simon Ferro, 1231 Brickell Avenue, addressed the Council.

The mayor opened the public hearing. Steve Zarzecki, 9640 Martinique Drive, Tom Condon, 19641 Holiday Road, and Sharon Breitinger, PO Box 749, addressed the Council. The mayor closed the public hearing.

Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Councilmember Meerbott and Resolution 09-66 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following resolution, by title:

- D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SIGN VARIANCE FOR EAST RIDGE RETIREMENT VILLAGE INC., LOCATED AT 19301 S.W. 87TH AVENUE, TO PERMIT A MONUMENT SIGN OF 88 SQUARE FEET WHERE 24 SQUARE FEET IS PERMITTED; AND PROVIDING FOR AN EFFECTIVE DATE.

David Hennis, Community Development Director, gave an oral report on the resolution recommending denial of the request.

Simon Ferro, 1231 Brickell Avenue, addressed the Council.

The mayor opened the public hearing. Steve Zarzecki, 9640 Martinique Drive, Tom Condon, 19641 Holiday Road, and Sharon Breitinger, PO Box 749, addressed the Council. The mayor closed the public hearing.

Councilmember Sochin made a motion to defer the resolution until the next meeting. The motion was seconded by Councilmember Bell and the resolution was deferred until September 23, 2009 by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following resolution, by title:

- E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A MODIFICATION TO THE SITE PLAN FOR EAST RIDGE RETIREMENT VILLAGE INC., LOCATED AT 19301 S.W. 87TH AVENUE, TO PERMIT A 333,577 SQUARE FOOT BUILDING; AND PROVIDING FOR AN EFFECTIVE DATE.

David Hennis, Community Development Director, gave an oral report on the resolution recommending approval of the request with following conditions:

1. Prior to the issuance of the first principal building permit, the Applicant shall post a performance bond of 2% of the total cost of the building in order to secure performance and fulfillment of the of the applicant's obligation to obtain LEED Certification. The Town shall release the bond after: (i) project completion and certificate of occupancy has been issued by the Town; and (ii) the Applicant has certified the project with the United States Green Building Council (USGBC) and provides the certification letter to the Town.

If the project fails to meet the criteria required for LEED certification by the United States Green Building Council (USGBC) within two (2) years after receiving the Town's Certificate of Occupancy, the Applicant shall forfeit one hundred (100) percent of the bond. Funds that become available to the Town from the forfeiture of the performance bonds shall be deposited in a Green Building Fund established by the Town. These funds shall be utilized for improvements such as landscape, open space improvements, traffic calming, pollution mitigation, drainage and sanitary sewer improvements, sustainability improvements to public facilities, or similar improvements as deemed appropriate by the Town Council.

In lieu of the bond required by this condition, the Town may accept an irrevocable letter of credit from a financial institution authorized to do business in Florida or provide evidence of cash deposited in an escrow account in a financial institution in the State of Florida in the name of the Applicant and the Town. The letter of credit or escrow shall be in the same amount of the bond if it were posted.

2. All applicable impact fees shall be paid prior to the issuance of a building permit.
3. The development shall be consistent with the following plans as revised and all other building plans and elevations on file in the Town Planning Department:
 - a. Site, construction, and building elevation plans for "East Ridge Retirement Village" (Sheets G220, G230-G231, A201-A203, A510- A512), prepared by AG Architecture, and signed, dated and sealed July 27, 2009;
 - b. Landscape Plans for " East Ridge Retirement Village" (Sheets L1-L15), prepared by AG Architecture; and signed dated and sealed July 1, 2009; and
 - c. Signage Plans for "East Ridge Retirement Village" (Sheet G230).

Simon Ferro, 1231 Brickell Avenue, addressed the Council.

The mayor opened the public hearing. Steve Zarzecki, 9640 Martinique Drive, Tom Condon, 19641 Holiday Road, and Sharon Breitinger, PO Box 749, addressed the Council. The mayor closed the public hearing.

The town attorney discussed that there was a new covenant forwarded which was not included in the agenda packet. He explained that there would be no structure built in the preserved area and no modifications to the site plan for ten years.

Councilmember Meerbott made a motion to approve the resolution with the condition that the monument sign resolution deferral and the latest covenant be included. The motion was seconded by Vice Mayor MacDougall and Resolution 09-67 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

7. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)

The town clerk read the following ordinance by title:

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING ROADS, POLICE, FIRE/RESCUE, PUBLIC BUILDINGS, AND PARKS IMPACT FEES; REPEALING CHAPTER 33H PARK IMPACT FEE ORDINANCE; REPEALING CHAPTER 33I POLICE SERVICES IMPACT FEE ORDINANCE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

The town manager provided an explanation on the ordinance.

Councilmember Meerbott made a motion to approve the ordinance. The motion was seconded by Vice Mayor MacDougall and the ordinance was adopted by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

8. ORDINANCES FOR FIRST READING OR RESOLUTIONS REQUIRING A PUBLIC HEARING

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED):

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING GREEN LAND DEVELOPMENT REGULATIONS WITHIN THE TOWN; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

The town manager provided an explanation on the ordinance.

The mayor opened the public hearing. There were no speakers. The mayor closed the public hearing.

Councilmember Sochin made a motion to approve the ordinance. The motion was seconded by Vice Mayor MacDougall and the ordinance was adopted by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

10. PUBLIC COMMENTS

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

Barbara Condon, 19641 Holiday Road and Louise Lockwood, 1101 East Ridge Village Road addressed the council.

11. MAYOR AND COUNCIL COMMENTS

12. OTHER BUSINESS: None at this time.

13. ADJOURNMENT

The next council meeting will be held on September 23, 2009 at South Dade Regional Library.

The meeting was officially adjourned at 9:50 P.M.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 23rd day of September, 2009.*

Paul S. Vrooman, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TAB 2

RESOLUTION NO. 09-__

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING THE VILLAGE OF PALMETTO BAY'S REQUEST TO BE SELECTED AS A DISTRIBUTION SITE FOR NOVEL H1N1 INFLUENZA INOCULATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") finds that the Novel H1N1 Influenza is one of the most serious issues facing our community today; and

WHEREAS, both the Centers for Disease Control and Prevention (CDC) and the World Health Organization (WHO) have warned that, in previous pandemics, the virus has come in several waves, diminishing in virulence over the summer and coming back in a mutated, more severe strain in the fall; and

WHEREAS, federal officials have announced plans to procure a vaccine for the Novel H1N1 Influenza, which will take three to six months to produce for the entire U.S. population; and

WHEREAS, vaccination of large numbers of people, monitoring for adverse effects of the vaccine, and keeping track of who has received the vaccine are enormous tasks that will fall to municipal health departments; and

WHEREAS, the response will also include organizing medical care and other community resources, managing community-wide response efforts, and implementing broader scale measures to mitigate the spread of the virus; and

WHEREAS, the Town Council is deeply concerned about the future health and well-being of our community and calls on local, state, and federal authorities to provide the necessary resources for local health departments to respond to the epidemic of Novel H1N1 Influenza; and

WHEREAS, the Town Council believes that there should be a distribution site for the vaccine for the Novel H1N1 Influenza designated for the south east portion of Miami-Dade County (the "County"); and

WHEREAS, the Town Council supports the Village of Palmetto Bay's (the "Village") request to be designated as the distribution site because of the proximity of the Village to other communities in the south east portion of the County; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2. Support. The Town of Cutler Bay Council hereby supports the Village of Palmetto Bay's request to be selected as a distribution site for the Novel H1N1 Influenza vaccine and directs the Town Clerk to submit a copy of this resolution to the representatives the Village of Palmetto Bay and all local, state, and federal officials participating in the distribution site selection process.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 3



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council
From: Steven J. Alexander, Town Manager
Date: September 23, 2009
Re: **THE CHILDREN'S TRUST GRANT AGREEMENT**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE TOWN OF CUTLER BAY FOR THE PROVISION OF AN AFTER SCHOOL PROGRAM AT CUTLER RIDGE PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

For the past two school years, the Town has received funding through The Children's Trust ("Trust") for the After School Program at Cutler Ridge Park. At the end of the last school year, the Trust issued another Request For Proposals ("RFP") for continued funding for after school programs. The Town has once again been awarded grant funding for the 2009-2010 school year. This year's funding, in the amount of \$96,200, represents a decrease by approximately 11% from last year's funding. The Trust, like all municipalities, relies on ad valorem taxes to fund programs, and had to reduce funding to all of its providers. However, we are still able to offer the program free of charge.

Some of the highlights of the agreement are as follows:

- Funding in the amount of \$96,200 will be available on a reimbursement basis for enhancements to the after school program
- This funding is available to the Town for a one-year term and may be renewed for two additional one-year terms at the discretion of the Trust
- The program will be available to a maximum of 75 participants
- Funding will continue to provide for additional employees to assist with the recruitment, testing and tracking of program participants; daily transportation to Cutler Ridge Park; snacks for each program participant on a daily basis; computer-based reading programs; fitness instruction; and recreational activities.

The attached agreement will allow us to continue to provide quality after school programming for many families in the Cutler Bay community that will address their children's recreational, educational and social needs.

RECOMMENDATION

We recommend that the attached resolution be adopted authorizing the Town Manager to execute the agreement between the Town and the Trust.

RESOLUTION NO. 09-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE TOWN OF CUTLER BAY FOR THE PROVISION OF AN AFTER SCHOOL PROGRAM AT CUTLER RIDGE PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Children's Trust (the "Trust") is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County; and

WHEREAS, the Trust provides funding for organizations to provide out-of-school programs throughout Miami-Dade County; and

WHEREAS, the Town of Cutler Bay (the "Town") has been selected by the Trust as recipient of funding for the Town's after school program at Cutler Ridge Park; and

WHEREAS, the Trust staff and the Town's staff have worked together on the details of the scope of services and budget for the Trust-funded portion of the Town's after school program; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2. Contract Approved. "Contract No. 910-401" relating to the disbursement of funds from the Children's Trust (the "Trust") to the Town of Cutler Bay (the "Town") in the form attached hereto as Exhibit "A," is hereby approved.

Section 3. Town Manager Authorized. The Town Manager is authorized to execute the "Contract No. 910-401" with the Trust, and any subsequent annual renewals, in the form attached hereto as Exhibit "A," on behalf of the Town.

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

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

**CONTRACT NO. 910-401
BETWEEN THE CHILDREN'S TRUST
AND Town of Cutler Bay
FOR OUT-OF-SCHOOL FY 2009-10**

THIS CONTRACT, made and entered into by and between The Children's Trust whose address is 3150 S.W. 3rd Avenue, 8th Floor, Miami, Florida 33129 and **Town of Cutler Bay** hereinafter referred to as the "Provider" whose address is 10100 SW 200 Street, Cutler Bay, Florida 33189, states the conditions and covenants for the rendering of services to children and families (hereafter referred to as "Services") for The Children's Trust.

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

A. EFFECTIVE TERM

The effective term of this Contract shall be from August 1, 2009 through July 31, 2010, subject to funding availability and Provider's performance.

B. TERMS OF RENEWAL, if applicable

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

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

C. SCOPE OF SERVICES

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

D. TOTAL FUNDING

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed **\$96,209**. The Parties agree that should available funding to The Children's Trust be reduced, the amount payable under this Contract may be reduced at the sole option of The Children's Trust. Provider agrees to adhere to the Budget and Method of Payment outlined in Attachment B to this Contract.

E. FISCAL MANAGEMENT

1. Double Billing and Payments

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

2. No Supplanting of Existing Public Funds

The Children's Trust funding may not be used by any provider as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by and currently available from local and state funding sources for the same purpose. Government agencies must certify that they have maintained their previous funding level when applying for additional funding from The Children's Trust. A violation of this section shall be considered a material breach of this Contract.

3. Capital Equipment

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.001, and is defined for purposes of this Contract as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year. Capital equipment purchased with The Children's Trust funds by Provider become assets of The Children's Trust; are intended for The Children's Trust funded programs; are owned by The Children's Trust; and must be tagged at the time of purchase as an asset of The Children's Trust. The Children's Trust will work with Provider to tag the asset and receive all information regarding the capital equipment. Provider must maintain a record of any capital equipment purchased with funds provided by The Children's Trust. When Provider is no longer funded by The Children's Trust, the equipment will be returned to The Children's Trust for use by another funded program unless it is fully depreciated. Provider must initiate return of such capital equipment to The Children's Trust. Ownership of capital equipment will be transferred to Provider and removed from The Children's Trust's fixed asset system when the capital equipment is fully depreciated and in the possession of Provider.

4. Assignments and Subcontracts

Neither Provider nor The Children's Trust shall assign this Contract to another party. Provider shall not subcontract any Services contemplated under this Contract without prior written approval of The Children's Trust. Provider shall incorporate appropriate language from The Children's Trust contract into its subcontracts and shall require that all subcontractors providing services shall be governed by the terms and conditions of this contract. Provider shall submit a copy of said agreement to The Children's Trust within 30 days of its execution. All sub-contracted providers must agree to be monitored by or on behalf of The Children's Trust in the same manner as Provider under the terms of this contract. Provider and Subcontractor must be qualified to do business in the state of Florida.

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

In no event shall The Children's Trust directly provide funds to any subcontractor. All payments to any authorized subcontractor shall be paid directly by Provider to the subcontractor.

5. Religious Purposes

Organizations and their faith-based community partners shall not use funds provided under this Contract to support inherently religious activities, such as religious instruction, worship, or proselytization.

6. Lobbying

Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any federal, state or local government or legislators.

7. Adverse Action or Proceeding

Provider shall not utilize the funds provided under this Contract or any other funds provided by The Children's Trust to retain any legal counsel for any action or proceeding against The Children's Trust or any of its agents, employees or officials.

F. INDEMNIFICATION BY PROVIDER

1. Government Entity

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

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

2. All Other Providers

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

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

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

G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS

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

H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

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

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

I. BREACH OF CONTRACT AND REMEDIES

1. Breach

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

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

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

2. Remedies

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

- a. The Children's Trust may, at its sole discretion, enter into a written performance improvement plan with the Provider to cure any breach of this Contract as may be permissible under state or federal law (Attachment F, if applicable). Any such remedial plan shall be in addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, and any judgments entered by a court of appropriate jurisdiction.

- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five business days before the effective date of suspension. On the effective date of suspension the Provider may (but shall not be obligated to) continue to perform the services provided for in this Contract, but the Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such services. All payments to the Provider as of effective date shall cease, except that The Children's Trust shall continue to review and pay requests for payment for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. If payments are suspended, The Children's Trust must specify in writing the actions that must be taken by the Provider as a condition precedent to the resumption of payments and shall specify a reasonable date for compliance. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and the Provider by providing separate written notice to the Provider of each such suspension and specifying the effective date thereof, which must be at least five business days before the effective date of such suspension. In any event The Children's Trust shall continue to review and pay requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed, at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Provider shall be responsible for all direct and indirect costs associated with such termination including reasonable attorney's fees.
- c. The Children's Trust may terminate this Contract by giving written notice to the Provider of such termination and specifying the date thereof at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request the Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by the Provider with Trust funds under this Contract subject to the rights of the Provider thereto as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to the Provider under this Contract; (c) terminate further payment of Trust funds to the Provider under this Contract, except that The Children's Trust shall continue to review and pay requests for payment for services that were performed and/or deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel any other contracts entered into between The Children's Trust and the Provider by providing separate written notice to the Provider of each such termination and specifying the effective date thereof, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. The Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.
- d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement.
- e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

J. INSURANCE REQUIREMENTS

Provider shall have their insurance agent(s) provide to The Children's Trust within 30 days of contract execution, Certificates of Insurance or, as applicable, a letter of self-insurance indicating coverage applicable to a Florida municipal corporation or written verification (binders) required under this section or as determined by The Children's Trust, except as required by Florida law for government entities. It is the Provider's responsibility to comply with this requirement. The Children's Trust shall be named as an additional insured as their interest may appear on all applicable policies, and all applicable policies shall be maintained in full force for the term of this contract. As a condition of the execution of the contract, The Children's Trust will not disburse any funds until The Children's Trust is provided with the necessary Certificates of Insurance,

letter of self-insurance or written verification (binders) and The Children's Trust has approved such documents. The Children's Trust shall have the rights to review said certificates or letters and, if applicable, reasonably require updating of types and amounts of coverage provided upon any renewal of this Contract.

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

1. Worker's Compensation Insurance for all employees and **non-incorporated independent contractors** and **non-incorporated consultants** of the Provider, as required by Florida Statutes, Chapter 440. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.
2. Comprehensive General Liability insurance in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Provider can provide financials to support a higher deductible. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. The general liability policy must contain coverage for the following:
 - a. Bodily Injury;
 - b. Property Damage;
 - c. No exclusions for Abuse, Molestation or Corporal Punishment;
 - d. No endorsement for premises only operations.
3. Automobile liability coverage for all owned and/or leased vehicles of the Provider and non-owned coverage for their employees and/or sub-contractors **transporting program participants**. The amount of coverage is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage, but rental cars can not be used in the course of the Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.
4. Automobile liability coverage for all owned and/or leased vehicles of the Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants**. The minimum amount of coverage is \$300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage, but rental cars can not be used in the course of the Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.
5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.
6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The Children's Trust is not required to be named as an Additional Insured.
7. If applicable, Proof of Property Coverage is required when the Provider has capital equipment paid for by The Children's Trust and said capital equipment is under the care custody and control of the Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee.

Certificate holder must read:

The Children's Trust
3150 SW 3rd Avenue, 8th Floor
Miami, Florida 33129

Classification and Rating

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

The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust's Risk Management Division, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

The Provider shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date except for ten (10) days for lack of payment changes.

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

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

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

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

K. PROOF OF TAX STATUS

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

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

L. NOTICES

All notices pursuant to this Contract shall be in writing and sent by certified mail to the addresses for each Party appearing on the first page of this Contract, and in the case of notices to The Children's Trust, marked to the attention of its President and CEO. It is each Party's responsibility to advise the other Party in writing of any changes in name, address and/or telephone number.

M. AUTONOMY

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

N. RECORDS, REPORTS, AUDITS AND MONITORING

1. Accounting records

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

2. Financial Audit and Program Specific Audit

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

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

Within 180 days of the close of its fiscal year, a Provider who is contracted for a combined total of \$300,000 or more from The Children's Trust, from this or any other The Children's Trust contract(s), related to the fiscal year under audit, agrees to have a program-specific audit relating to The Children's Trust contract(s) in addition to the annual financial audit of the Provider's entire organization. This program-specific audit is to encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program Specific Audit Requirements.

A Provider that does not meet the program-specific audit threshold requirement of a combined total contract amount of \$300,000 or more from The Children's Trust will be exempt from the program-specific audit requirement.

Audit extensions may be granted in writing by The Children's Trust, after proper approval has been obtained from The Children's Trust's Finance Department, upon receipt in writing of such request with appropriate justification by the Provider.

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

3. Access to records

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

4. Monitoring

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

5. Client Records

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

Provider shall maintain a separate file for each child/family served. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans, outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the audit and inspection requirements under this Contract, subject to applicable confidentiality requirements. All such records will be retained by the Provider for not less than five calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

6. Internal Documentation/Records Retention

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

7. Confidentiality

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

8. Security Obligation

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

9. Withholding of payment

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

O. MODIFICATIONS

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

P. GOVERNING LAW & VENUE

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

Q. EMPLOYEE BACKGROUND SCREENING

In accordance with Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, employees, volunteers and subcontracted personnel who work in direct contact with children or who come into direct contact with children must complete a satisfactory Level 2 background screening. Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted. An Attestation of Good Moral Character must be completed annually for each employee, volunteer, and subcontracted personnel who work in direct contact with children. The Provider shall re-screen each employee, volunteer and/or subcontractor every five years. Provider shall keep Attachment E: Affidavit for Level 2 Background Screenings in the Provider's personnel, volunteers, and/or sub-contractors files.

R. CHILDREN WITH DISABILITIES AND THEIR FAMILIES

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

S. REGULATORY COMPLIANCE

1. Non-discrimination and Civil Rights

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

Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

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

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

2. Public Entities Crime Act

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

3. Conflict of Interest

Provider represents that the execution of this Contract does not violate Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, www.miamidade.gov/ethics/library/Ethics-Brochure-2005.pdf and Florida Statutes §112 as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder.

4. Compliance with Sarbanes-Oxley Act of 2002

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

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

5. Licensing

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

6. Incident Reporting

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

Provider shall complete an incident report in the event of any serious bodily injury to anyone within the scope of this Contract or arising out of the performance of this Contract. Provider shall provide written notification of the incident together with a copy of the incident report to The Children's Trust within three (3) working days after Provider is informed of such incident. Provider shall provide written notification to The Children's Trust, within seven (7) days, if any legal action which is filed as a result of such an injury.

7. Sexual Harassment

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

8. Proof of Policies

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

T. CONSENT

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

Provider will ask participants to sign a voluntary Consent to Photograph form. The form is available in English, Spanish, and Creole and can be downloaded from www.thechildrenstrust.org. The signed consent form for photography will be maintained at the program site with a copy filed in the participant's record. The consent shall be part of the participants' registration form. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

U. PROGRAMMATIC DATA REPORTING

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

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

V. PUBLICITY

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

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

W. PUBLICATIONS

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

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

English:

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

Spanish:

Town of Cutler Bay está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendun para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

Kreyol:

Town of Cutler Bay finanse pa "The Children's Trust". Trust la, se yon sous lajan ke goudenman amerikin vote an referandom pou ke' li investi byen nan pwogram kap amelioire la Vi Ti Moun ak fanmi yo nan Myami Dade.

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

X. HEADINGS, USE OF SINGULAR AND GENDER

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

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Y. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS

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

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

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

**Town of Cutler Bay
MIAMI-DADE COUNTY, FLORIDA**

**The Children's Trust
MIAMI-DADE COUNTY, FLORIDA**

By: _____
(Signature of Authorized Representative)

by: _____
(Signature)

(Type or Print Name)

Modesto E. Abety

(Type or Print Title)

President and CEO

Date: _____

Date: _____

Approved as to form and legal sufficiency

M. Anita-Vest
County Attorney

Date: August 20, 2009

This contract is not valid until signed by both parties

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ATTACHMENT A:

Scope of Services

Attachment A
Out-of-School Scope of Services
Contract No. 910-401
Agency Name: Town of Cutler Bay
Program Name: Cutler Ridge Park After School Program

1. Program Summary (Limit to 100 words):

The Town of Cutler Bay will provide the Cutler Ridge Park After School Program, an After School program for 75 general population participants ages 6 to 13 residing primarily in the Cutler Bay area. The program will provide daily transportation from local elementary and middle schools to the program site through the use of a leased van, and will offer activities to strengthen children's reading abilities, fitness level and computer skills. Homework assistance and snacks are provided to each child on a daily basis.

2. Contracted Services:

	After-School 2009-2010	Summer Camp 2010
Number of slots to be filled daily:	GP: 75 CWD: 0 Total: 75	GP: CWD: Total:

Service Delivery: After-School – August 24, 2009 to June 11, 2010 - 42 weeks, including winter break and spring break)

After-School Activities/ Service Name & Description <i>Specify site, age, and other differences and accommodations for children with disabilities when applicable</i> <i>75% of the program's operating hours must be accounted for in planned activities.</i>	Site or Group Comment/ Variance <i>(Include # slots)</i>	Frequency, Intensity and Duration
Literacy / Academics <u>Literacy Activities:</u> Children will also read in a group setting every day, including reading aloud from age-appropriate books. Computer activities related to literacy curriculum. Children will use the Lexia Reading computer program by Lexia Learning. Participants will have access to the program for their appropriate grade (either "Lexia Primary Reading" for children ages 5 to 8, or the "Lexia Strategies for Older Students" for children ages 9 to 13). <u>Evidence-Based Curriculum Used:</u> <i>Lexia Reading</i>		Daily for 30 min. per day
<u>Homework Assistance</u> will be offered daily Monday through Thursday (Fridays as needed) when school is in session.		Daily for 30 min. per day
<u>Literacy Facilitator and Academic Activities Facilitator(s)</u> : Recreation Coordinator <u>Homework Assistance Facilitator(s)</u> : Outreach Worker and Park Service Aides		

<p align="center">After-School Activities/ Service Name & Description</p> <p align="center"><i>Specify site, age, and other differences and accommodations for children with disabilities when applicable</i></p> <p align="center"><i>75% of the program's operating hours must be accounted for in planned activities.</i></p>	<p align="center">Site or Group Comment/ Variance</p> <p align="center"><i>(Include # slots)</i></p>	<p align="center">Frequency, Intensity and Duration</p>
<p>Fitness</p> <p><u>Fitness Activities:</u> Activities include: Running, football, basketball, jump rope competitions, dodge ball, and kickball. Etc.</p>		<p align="center">Daily for 30 min. per day</p>
<p><u>Evidence-Based Curriculum Used:</u> Commit 2B Fit</p>		
<p><u>Fitness Facilitator(s):</u> Recreation Coordinator and Park Service Aides</p>		
<p>Social Skills</p> <p><u>Social Skills Activities:</u> Participants will be introduced to literature and activities that address fundamental character qualities using the Positive Action curriculum. Using games, posters, poetry, art and literature, the Outreach Worker will facilitate six units throughout the school year – “Self-Concept”, “Positive Actions for Body and Mind”, “Managing Yourself Responsibly”, “Social Skills and Character”, “Mental Health”, “Setting and Achieving Goals”.</p>		<p align="center">1 time/wk for 30 min. per day</p>
<p><u>Evidence-Based Curriculum Used:</u> <i>Positive Action</i></p>		
<p><u>Social Skills Facilitator:</u> Outreach Worker</p>		
<p>Family Involvement</p> <p><u>Family Involvement Activities:</u> Program staff will coordinate two family events during the school year: The <i>Thanksgiving Dinner</i> and the <i>Spring Fling Pool Party</i> will allow parents to interact with program staff, other parents and their children's friends on a relaxed social level. Children will be able to demonstrate proper social skills learned during the year.</p>		<p align="center">Two activities during the school year - one in the Fall and one in the Spring</p>
<p><u>Family Involvement Activity Facilitator(s):</u> Outreach Worker, Recreation Coordinator and Park Service Aides</p>		
<p>Supervised Free-Choice Activities</p> <p><u>Supervised Free Choice Activities:</u> Children will have the option of participating in active outdoor sporting activities including soccer, football, volleyball, basketball and tennis as well as indoor recreational activities including table tennis, table soccer, chess, checkers, and other board games. Children will also have the opportunity to use the swimming pool on a weekly basis once per week.</p>	<p align="center">As needed</p>	<p align="center">5 times/wk for 30 min per day</p>
<p><u>Supervised Free-Choice Facilitator:</u> Recreation Coordinator and Park Service Aides</p>		

Nutritious Food and Beverage Requirement: Provider will ensure that all children and youth have a nutritious lunch and snack, at a minimum, during summer and full-day program days and a snack during after-school and partial day program days. Weekly menus are to be posted in a visible location at each service site.

3. Outcome Performance Measures

Provider shall measure outcome achievement and report on a basis as outlined in Attachment C of this contract.

After-School Outcomes Table			
Outcomes	Outcome Indicators	Data Source/ Measurement Tool	Data Collection & Management
Improve academic skills and literacy	<p><u>Midpoint Performance:</u> 85% of children will improve oral reading skills</p> <p><u>End-of-Year Performance:</u> 90% of children will improve oral reading skills</p>	1 Minute Oral Reading Fluency	The Outreach Coordinator will administer pre, mid and post tests and will present the results to the Administrative Assistant who will enter data into The Trust's data system. The Parks and Recreation Director and recreation coordinator will review the data for accuracy and analyze reports to assess and improve program performance.
Improve physical health and fitness	<p><u>Midpoint Performance:</u> 75% of children will improve fitness performance</p> <p><u>End-of-Year Performance:</u> 85% of children will improve fitness performance</p>	PACER Multi-Stage Shuttle Run	The Outreach Coordinator and Recreation Coordinator will administer pre, mid and post tests and will present the results to the Administrative Assistant who will enter data into The Trust's data system. The Parks and Recreation Director and Recreation Coordinator will review the data for accuracy and analyze reports to assess and improve program performance.

Compliance, performance and outcome testing and reporting requirements are outlined in Attachment C.

4. Staff Qualifications:

Provider represents that all persons delivering the Services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the Scope of Services (Attachment A) and to provide and perform such Services to The Children's Trust's satisfaction. All persons delivering the services described herein must be included in the Staffing Plan in Attachment B-Budget.

5. Ratios:

School Year 2009/2010:	13	Children (Slots) per 1 Direct Service Staff*
School Year for Children with Disabilities 2009/2010:	N/A	Children (Slots) per 1 Direct Service Staff*

*Volunteers may only be counted towards the staff:slot ratio if they are screened and trained and their work days and times match what would be required for a paid staff member in the position a volunteer occupies.

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Agency Name: **Town of Cutler Bay** Program Name: **Cutler Ridge Park After School Program**

Overall Program Summary - Do not fill Overall Program Summary section. Complete Site Location sections displayed in blue ONLY. Formulas are in place to summarize all sites.

*This table lists projected dates and number of service days based on the available 2009-2010 school calendar. Dates may be revised based on changes to the MDCPS calendar.

Service Name	Service Start Date	Service End Date	Specific Dates	Maximum Number of days	Hours of Operation	Hours per day	Number of Children			Average # Proposed Sessions	Total Units to be Served
							General Population	Children with Disabilities	Total		
After School Days 2009-2010	08/24/09	06/09/10	Number of days as per State statute	180	N/A	N/A	75	0	75	180.00	13,500
Saturdays	08/01/09	07/31/10	Includes every Saturday Specify dates below 2009: Sep 7, Nov 11 & 26 2010: Jan 18, Feb 15, May 31 & Jul 4 (Observed Jul 5) Dec. 25 & Jan. 1 are listed under breaks in the school calendar	52	N/A	N/A	0	0	0		0
Legal Holiday (Full Day)	N/A	N/A		7	N/A	N/A	0	0	0		0
Teacher Planning Day (TPD) (Full Day)	N/A	N/A	2009: Sep 28, Oct 19, Oct 30 2010: Jan 22, Mar 1, April 5, Jun 10, Jun 11	8	N/A	N/A	40	0	40	6.00	240
Thanksgiving/Winter/Spring Breaks (Full Day)	N/A	N/A	Thanksgiving: Nov 27 Winter: Dec 21 - Jan 1, including Dec 25 and Jan 1 Spring: March 29 - April 2	16	N/A	N/A	50	0	50	13.00	650
Summer Camp 2010	06/14/10	08/20/10	Includes every day Mon-Fri, except Jul 4 Holiday (observed Jul 5)	34			0	0	0	35.60	1,780
				Jun-2010	49				50,000		0
				Jul-2010							
				Aug-2010							
				Total	116						

**The contract period to which the tables below relate ends July 31, 2010. However, in order for The Children's Trust Data System (Data Tracker) to calculate utilization rates for the entire Summer Camp 2010, please complete these tables through the intended completion of your entire summer 2010 program. If your program anticipates providing summer camp services beyond the July 31st contract end, please include that information in the column labeled August 2010. Please note, however, that the direct service expenses requested in the Summer 2010 contract budget can not exceed the number of days shown for the months of June & July. Expenses for Summer Camp days in August 2010, will be included in the 2010/2011 contract.

Children/Youth by Age Group - Add the total number of unduplicated Children / Youth **estimated** to be served for After School and Summer by Age Group, as noted in the table above and in the Scope of Services. These are estimates to be used for Trust purposes only and will not be considered in assessing contract compliance.

Estimated Ages	Young Children Ages Birth-5 years	Ages 6 - 12 years	Ages 13-18 years (up to 22 if serving CWD)	TOTAL
After School Day	8	63	4	75
Summer 2010	0	0	0	0
TOTAL	8	63	4	

These totals must match the totals in the Summary Table above.

Eligible participants in The Children's Trust funded Out-of-School programs are school-age children ages 5 to 18 years. In addition, children with disabilities ages 18-22 who are still enrolled in K-12 programs and have not achieved a standard diploma may be served with Trust funding through the school year in which they turn 22. Further, only participants enrolled in daily after-school day services are eligible to participate in Trust-funded full day or Saturday services during the school year. The Children's Trust Out-of-School funding is not intended to be used to provide "drop-in" services.

Primary Food Source Key to be used below:

- Provided by Daily Bread
- Agency Pay: Store Purchase
- Agency Pay: Caterer
- DOE/DOH Reimbursed: Store Purchased
- DOE/DOH Reimbursed: Catered
- Miami Dade Community Action Agency
- Miami Dade County Schools
- Other DOE/DOH Food Sponsor-Identify the Snacks/lunches obtained through any other DOE/DOH food sponsor. Identify the sponsor in the space provided.
- Donated - Identify Source
- Other - Identify Source

SITE LOCATION 1

Site Name: Cutler Ridge Park
Site Address: 10100 SW 200 Street, Cutler Bay, Zip Code: 33189
Phone Number: (305) 238-4166, Fax: (305) 233-5457
Contact Person: Alan Ricke
Phone Number: (305) 238-4166, **After School**
E-mail: aricke@cutlerbayfl.gov, **Summer**
DCF Child Care License Status: Site License? N/A Exemption Letter? Yes
Does this site keep a waiting list (Y/N)? Y Do you anticipate you will have openings for the Summer 2010 Camp (Y/N)? N/A
Source of After-School Snacks: Agency-Pay: Store Purchase
Name of Snack Vendor/Sponsor/Donor/Other: BJ's / Publix
After-School Food Other: Select From Drop Down List
Source of Summer Camp Lunches & Snacks: Select From Drop Down List
Name of Summer Camp Snack & Lunch Vendor/Sponsor/Donor/Other: Select From Drop Down List
Source of Summer Camp Food Other: Select From Drop Down List

Do you have a sliding fee scale?:
 Yes No
 If fees are charged, a sliding fee scale is required and a copy of the scale must be attached.

Service Name	Service Start Date	Service End Date	Specific Dates	Number of days	Hours of Operation	Hours per day	Number of Children			Total Units	Program Fees if Applicable	
							General Population	Children with Disabilities	Total		Registration Fee	Fee per Child
After School Days	08/24/09	06/09/10	N/A	180	2:30 PM to 6:00 PM	3.5	75	0	75	13,500	\$10.00	\$0.00
Saturdays	N/A	N/A	N/A	0	N/A	0	0	0	0	0		
Legal Holiday	N/A	N/A	N/A	0	N/A	0	0	0	0	0		
Teacher Planning	N/A	N/A	2009: Sep 28, Oct 19, Oct 30 2010: Jan 22, Mar 1, April 5	6	7:30 AM to 6:00 PM	10.5	40	0	40	240		
Thanksgiving/Winter/Spring Breaks	N/A	N/A	Winter: Dec 21 - Jan 1, excluding Dec 25 and Jan 1 Spring: March 29 - April 2	13	7:30 AM to 6:00 PM	10.5	50	0	50	650		
Summer Camp 2010	N/A	N/A	N/A	0	N/A	0	0	0	0	0		
				Jun-2010	0							
				Jul-2010	0							
				Aug-2010	0							
				Total	0					0		

ATTACHMENT B:

Fiscal Requirements, Budget and Method of Payment

**ATTACHMENT B
FISCAL REQUIREMENTS, BUDGET and METHOD OF PAYMENT**

Advance payment requests

The Children's Trust offers advance payments up to 15% of the total contract amount. Advance requests shall be limited to governmental entities and not-for-profit corporations, in accordance with subsection 216.181 (16) (b), F.S. The advance request is to include the amount requested and the justification. Advance payment requests must be submitted using the designated form and must be approved in writing by The Children's Trust's Contract Manager and Chief Financial Officer or their designee(s).

Advanced funds if not used shall be invested by the Provider in an insured interest bearing account, in accordance with subsection 216.181 (16) (b), F.S. Interest earned on advanced funds shall be returned to The Children's Trust on a quarterly basis or applied against the amount of the contract owed by The Children's Trust.

Advance payment

Within 60 calendar days of receipt of an advance, Provider shall report the actual expenditures paid by or charged to the advanced funds using the reporting "invoice" form provided by The Children's Trust. If the "invoice" amount is less than the amount advanced, The Children's Trust will deduct the difference from the next applicable monthly payment request. Provider may request, in writing, an extension of the repayment of the advance. A fiscal need must be clearly demonstrated and substantiated by the Provider in order for an extension request to be considered by The Children's Trust.

Budget revisions

Budget revision(s) require prior written approval from the Contract Manager and The Children's Trust's Chief Financial Officer or their designee(s). Request for budget revisions must be submitted to the Contract Manager using the appropriate form as determined by The Children's Trust. The Provider must request a budget revision to add, delete, and/or modify any line item(s). Budget revisions can not be used to modify the total contracted amount nor can they be used to modify the Scope of Services. No more than two (2) budget revisions may be approved during the contract term. Budget revision requests must be submitted sixty (60) days prior to the expiration of the Contract. Budget revisions will be incorporated into the Contract.

Indirect Administrative Costs

In no event shall The Children's Trust fund indirect administrative costs in excess of ten (10%) percent of the total contract amount.

Cost Reimbursement Method of Payment

The parties agree that this is a cost reimbursement method of payment contract; the Provider shall be paid in accordance with the approved budget and/or approved budget revision as set forth in this Attachment.

Invoice Requirements

The Provider shall submit an original request for payment, in the format prescribed by The Children's Trust and in accordance with the approved budget or approved budget revision(s). The request for payment is due on or before the fifteenth (15th) day of the month following the month in which expenditures were incurred (exclusive of legal holidays or weekends). The Children's Trust agrees to reimburse Provider on a monthly billing basis. The Children's Trust reserves the right to request any supporting documentation. A final request for payment (last monthly invoice of the contract term) from the Provider will be accepted by The Children's Trust up to forty-five (45) days after the expiration of this Contract. If Provider fails to comply, all rights to payment shall be forfeited.

If The Children's Trust determines that Provider has been paid funds not in accordance with this Contract, and to which it is not entitled, Provider shall return such funds to The Children's Trust or submit appropriate

documentation to support the payment. The Children's Trust shall have the sole discretion in determining if Provider is entitled to such funds in accordance with this Contract and The Children's Trust's decision on this matter shall be binding.

In the event that Provider, its independent auditor, or The Children's Trust discovers that an overpayment has been made, Provider shall repay said overpayment within thirty (30) calendar days without prior notification from The Children's Trust.

If the Provider fails to serve the number of participants and/or fails to utilize the funds in accordance with the Contract, The Children's Trust may amend the Contract to reduce the amount of dollars. Any delay in amendment by The Children's Trust is not deemed a waiver of The Children's Trust's right to amend or seek reimbursement for under-serving participants in accordance with the Contract.

In order for a request for payment to be deemed proper as defined by the Florida Prompt Payment Act, all requests for payment must comply with the requirements set forth in this Contract and must be submitted on the forms as prescribed by The Children's Trust. Requests for payment and/or documentation returned to Provider for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. The Children's Trust shall pay Provider within thirty (30) calendar days of receipt of Provider's properly submitted Request for Payment and/or other required documentation.

The Children's Trust shall retain any payments due until all required reports or deliverables are submitted and accepted by The Children's Trust.

Supporting Documentation Requirements

The Provider shall maintain original records documenting actual expenditures and services provided according to the approved budget and scope of services as required.

Provider shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any Service covered by this Contract, and shall make all such records available to The Children's Trust upon request. Provider shall maintain a cost allocation methodology that it uses to allocate its costs. Such methodology shall be made available to The Children's Trust upon request.

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Town of Cutler Bay

GENERAL INFORMATION

Organization Name: Town of Cutler Bay
 Agency Fiscal Year : October 1 to September 30
 Program Title: Cutler Ridge Park After School Program

AGENCY BUDGET

Agency Source of Funding	Name of Source/ Department of Matching Funds for the Program Budget	Program Budget	Agency Budget	% of Agency Budget
<i>Trust Grant Amount Requested</i>		96,209.00	96,209.00	5.8%
<i>Trust Other Funding</i>				0.0%
<i>Miami-Dade County Grants(Local)</i>				0.0%
<i>Federal Grants</i>				0.0%
<i>State Grant</i>				0.0%
<i>Foundations/Charitable Funds</i>				0.0%
<i>Other Revenue</i>				
- Cash				0.0%
- Program Fees				0.0%
- CDS Subsidies for School-Aged children				0.0%
- Other				0.0%
<i>In-Kind Contributions</i>				0.0%
Parks & Recreation Dept. General Fund	Parks & Recreation Dept. General Fund	122,282.57	1,550,698.00	94.2%
				0.0%
				0.0%
Total Budget		\$ 218,491.57	\$ 1,646,907.00	100.0%

Contract Period: August 1, 2009 to July 31, 2010 12 months

Areas in Blue to be completed by the Agency

PROGRAM BUDGET		Program Period 8/24/09 - 6/30/10		Program Period Summer 2010		09/10 After-School and Summer Requested Funding Total	Matching Funds Amount	Justification (Provide justification in each line by Program Period: After-School 09/10, Summer 2010) For all line items, show the calculations used to determine the amounts requested.
		After-School 09/2010	Summer 2010	Summer Salary Equivalent	Requested Amount			
Position Name	Annual Salary (12 Months)	After-School Salary Equivalent	Requested Percent	Requested Amount	Summer Salary Equivalent	Requested Amount	Requested Percent	
LIST Full-Time Employees Parks & Recreation Director	90,000.00	18,000.00	0.0%	0.00	0.00	0.00	0.00	After-School: (N/A)
Recreation Coordinator	36,000.00	18,000.00	0.0%	0.00	0.00	0.00	0.00	After-School: (N/A)
Administrative Assistant	36,000.00	7,600.00	0.0%	0.00	0.00	0.00	0.00	After-School: (N/A)
Outreach Worker	31,799.00	27,504.00	100.0%	27,504.00	0.00	27,504.00	0.00	After-School: (\$15.28/hr X 40 hrs./wk. X 45 weeks) Position will devote 100% of time for 45 weeks. Paid bi-weekly.
Full-Time Total			1.0	27,504.00		27,504.00	0.00	
LIST Part-Time/Seasonal Employees Park Service Aide (3)	11,812.50	11,812.50	0.0%	0.00	0.00	0.00	0.00	After-School: (N/A)
Park Service Aide (2)	9,922.50	9,922.50	200.0%	19,845.00	0.00	19,845.00	0.00	After-School: (\$11.25/hr X 21 hrs./wk. X 42 wks. X 2 positions) Position will devote 100% of time for 42 weeks. Paid bi-weekly.
Part-Time Total			2.0	19,845.00		19,845.00	0.00	
TOTAL FTEs/SALARIES			3.0	\$47,349.00		\$47,349.00	\$0.00	
FRINGE BENEFITS								
Fica/Mica	Rate: 7.65%			3,622.20	0.00	3,622.20	0.00	
W-Comp's	Rate: 5.84%			2,765.18	0.00	2,765.18	0.00	
Unemploy	Rate:			0.00	0.00	0.00	0.00	
Retirement	Rate: 9.85%			4,663.88	0.00	4,663.88	0.00	After-School: (9.85% x salaries for 1 FT and 2 FT employees = \$4,663.88)
Other	Specify & provide calculations							
Health Ins.	Cost per Staff: \$8,000.00	6736.5	84%	6,736.50	0.00	6,736.50	0.00	After-School: (\$673.65/mo X 1 FT employee X 10 mos. = \$6,736.50)
Life Ins.	Rate:			0.00	0.00	0.00	0.00	
	Rate:			0.00	0.00	0.00	0.00	
TOTAL FRINGE BENEFITS				\$17,787.76		\$17,787.76	\$0.00	
TOTAL						\$17,787.76	\$26,649.81	

OPERATING EXPENSES:	After-School 09/2010	Summer 2010	09/10 After-School and Summer Requested Funding Total	Matching Funds Amount
Travel (other than participants)			0.00	
Travel (participants)	8,001.30		8,001.30	1,300.26
Meals (participants)	11,482.94		11,482.94	
Space (rent of a building)			0.00	
Utilities (e.g. telephone, janitorial services)			0.00	11,000.00
Supplies - office (e.g. paper, printing, postage)	1,500.00		1,500.00	
Supplies - program (e.g. curricula, books, standardized testing)	8,926.25		8,926.25	
Non-Capital Equipment (less than \$1,000) (List each)			0.00	
Capital Equipment (greater than \$1,000) (List each)			0.00	
Professional Services (List each)			0.00	
Other (List each)			0.00	
Background Screenings	150.00		150.00	
One-time Expenditure (List each)			0.00	
TOTAL OPERATING EXPENSES:	\$30,060.49	\$0.00	\$30,060.49	\$12,300.26
Administrative/Indirect Costs (Can not exceed 10%)	1,011.75		1,011.75	
TOTAL BUDGET	\$96,209.00	\$0.00	\$96,209.00	\$122,282.57

\$218,491.57

TOTAL PROGRAM COST (REQUESTED FUNDING AND MATCH) MUST agree with Total Program Budget on Agency Budget Worksheet

Staffing Plan must EXACTLY match the paid and in-kind staff, volunteers, consultants and sub-contractors described in Attachment A and listed in the Program Budget. Add or delete rows and adjust links to the Program Budget as necessary.

	After School		Summer		Justification	
	# of Staff*	Ratio Yes or No	# of Staff*	Ratio Yes or No	Qualifications: Required Minimum Education & Experience	Description of responsibilities related to the program described in Attachment A
If additional rows for staff positions were added in the Program Budget, please add rows below in the appropriate section and adjust the links to the Program Budget.						
List Full-Time Employees						
Parks & Recreation Director (In-kind)	1	N			BS in Recreation and 10 years experience or equivalent combination of education and experience	Responsible for overseeing parks, pool, recreation programs, special events and landscape maintenance contracts, writing and coordinating RFP's and park agreements, grants writing and coordination.
Recreation Coordinator (In-kind)	1	N			BS in Sports administration, Certified Teaching Certificate and 5 years experience or equivalent combination of education and experience	Plans, promotes, organizes and supervises the After School Program.
Administrative Assistant (In-kind)	1	N			High School Diploma or equivalent with a minimum of 3 years experience	Collect and input client data including enrollment forms, attendance, test results, etc.
Outreach Worker	1	Y			Bachelors' Degree or comparable experience	To recruit youth, additional resources/partners. Primary contact/liason between parents and children in the program. Maintains forms and reports for program. Attend monthly meetings and TCT trainings.
List Part-Time / Seasonal Employees						
Park Service Aide (In-kind)	3	Y			High School Diploma or equivalent	Responsible for the safety and supervision of program participants. Provide homework assistance, reading assistance, supervises recreational play and fitness activities.
Park Service Aide	2	Y			High School Diploma or equivalent	Responsible for the safety and supervision of program participants. Provide homework assistance, reading assistance, supervises recreational play and fitness activities.
List Professional Services/ Subcontractors						
List: Volunteers **						

* # of Staff refers to the number of paid and in-kind staff, subcontractors, consultants and volunteers in each position identified.

**Volunteers may only be counted towards the staff:slot ratio if they are screened and trained and they work days and times that match what would be required for a paid staff member in the position a volunteer occupies.

ATTACHMENT C:

Programmatic Data and Reporting Requirements

Attachment C Programmatic Data Reporting Requirements

The Provider shall submit to The Children's Trust individual participant demographics, attendance, and outcome data for all children participating in the program as noted in the Scope of Service (Attachment A). Reporting will include direct submission of information into the electronic web-based reporting system (Data Tracker), as well as outcome, narrative, and satisfaction survey reports, as noted below. Use of the Data Tracker System requires staff attendance at training and user login.

Minimum standards for performance are described in the sections below. The Children's Trust reserves the right to evaluate provider performance against the minimum standards and to reward providers exceeding the standards and to impose remedies on providers performing below the minimum standards.

PARTICIPANTS

Eligibility - Children eligible for The Children's Trust funded Out-of-School programs will be school-age children ages 5 to 18 years. In addition, children with disabilities ages 18-22 who are enrolled in K-12 programs and have not achieved a standard diploma may be served with Trust funding through the school year in which they turn 22.

Demographics - Children's demographics (including all the items noted below), shall be entered into the Data Tracker System within seven (7) days of program enrollment. All children's demographics shall be updated on an ongoing basis if and when new information is collected (i.e. new address, grade level, school).

The demographic characteristics of the population served are an estimate by the provider based upon the provider's stated target population. Compliance with this demographic characteristic will be measured at The Children's Trust's election during the year and is considered to be a material term of this contract.

Demographic information required for all children in attendance:

- Name (last, first, middle initial)
- Parent's name (last, first, middle initial)
- Street Address, City, and Zip Code
- Gender (male, female)
- Date of Birth
- Race (American Indian/Alaska Native, Asian, Black/African American, Pacific Islander, White, Other)
- Ethnicity (Hispanic, Haitian, Other)
- English proficiency (yes/no)
- Additional/Other language(s) spoken (English, Spanish, Haitian Creole, Other)
- Child's Social Security #
- Child's Miami-Dade County Public Schools ID Number
- Child's Current Grade Level
- Child's Current School
- Health Insurance (yes/no)
- Does child have a disability? (yes/no)
- Documentation of disability (Individualized Family Service Plan, Individualized Education Plan, Section 504 Plan, Medical diagnosis, diagnosis by a state certified/licensed professional, disability disclosed by the parent or guardian)
- If disabled, what type? [Autism Spectrum Disorders, Chronic Medical Condition, Developmental Delay, Emotional and/or Behavioral Disorder, Hearing Impairment (or deaf), Intellectual Disability (or mental retardation), Learning Disability, Physical Disability, Speech/Language Impairment, Visual Impairment (or blind), Other]

Children with Disabilities - The Children's Trust requires that programs will serve children with disabilities, regardless of disability type or level, provided they can be safely and reasonably accommodated.

ACTIVITIES

- Provider will ensure that approximately 75% of the program's operating hours are accounted for in planned activities.
- A representative Daily Schedule of Activities for each period contracted must be provided to The Trust during negotiations and shall reflect the activities, frequency, and intensity as outlined in Attachment A. Provider may modify the schedule(s), however, modifications that alter the type, frequency, intensity, and/or duration of the activities described in Attachment A will require a contract amendment. The current Schedule of Activities is to be posted in a visible location at each service site.

ATTENDANCE

Attendance refers to the actual number of children (with at least one day of attendance) participating in a program during a specific time frame. All children must have their demographic information entered in the Data Tracker System before they can be assigned credit for attendance. These children are enrolled and expected to regularly attend during after school days (not Full Days and/or Saturdays only) and/or summer camp days.

The Children's Trust recognizes that the number of children participating throughout the contract year may be higher than the number of contracted slots filled on a daily basis, and that not all children will attend their program every day. However, material compliance with this contract requires that during any measurement interval selected by The Children's Trust, 85% of the daily slots are occupied.

Attendance Compliance:

- Participant attendance for a given month shall be entered into Data Tracker by the fifteenth (15th) of the following month, exclusive of legal holidays or weekends.

Attendance Requirements:

- Days of Service – Refers to the number of days contracted to be delivered by providers during the school year and/or summer time. The Utilization Report in the Data Tracker System identifies this as, "Total offered sessions." During the school year 180 after-school days of service must be offered, and a minimum of 6 consecutive weeks (29 days) must be offered during the summer.
- Average Attendance Per Day – Refers to the sum of the number of children in attendance each day during a specific time period, divided by the total number of days in that time frame. All children with at least one day of attendance are counted towards the average attendance per day. This calculation tells us, on average, how many of the program's contracted slots/seats are filled on any given day. A minimum of 85% of slots contracted for participating children will be occupied on a daily basis.
- Retention Rate – Refers to the average number of days each child has attended the program based on the child's first day of attendance. The retention rate speaks to participant engagement. The total days of attendance for each child is divided by the actual number of program days offered between the child's first and last days of attendance. Only children enrolled in the program for at least 60 calendar days will be included in the school year retention rate calculation. This ensures that retention for each child is calculated based on the maximum number of days that each individual child can attend the program. Participants are expected to attend a minimum of 60% of program days offered (3 out of 5 of weekly sessions).
- Utilization – Calculates the total utilization for each indicated output. "Actual" utilization is calculated by summing the total number of days attended by all participants (with at least 1 day of attendance). "Proposed" utilization is based on the total number of proposed or contracted slots multiplied by the total number of proposed sessions. The actual utilization during the selected time frame is then divided by the proposed utilization. In short, this percentage will tell you how often each output is being accessed/used by participants. The Trust requires that providers complete a minimum of 85% of the units of service contracted (child/days).

OUTCOME TESTING

The purpose of evaluation is to promote improvements in outcome achievement and facilitate changes in program practices that result in better outcomes. To that end, we expect that all children will be evaluated and that all children (and programs) can improve as result. All children attending OOS programs must be tested using the Oral Reading Fluency (ORF) to assess oral reading skills, and results must be entered in the Data Tracker System. If a fitness outcome is part of the contract, the Progressive Aerobic Cardiovascular Endurance Run (PACER) must be used, and results must be entered in the Data Tracker System.

However, the original format of ORF and PACER may not be appropriate for all children with disabilities. In most cases, The Trust requires that adaptations are made to the ORF and/or PACER assessments. To address specific goals that are unique to the needs of a given individual, alternative assessments are conducted for individuals who are incapable of responding or performing via the standard (or even adapted) ORF and/or PACER assessment methods. Alternate measures will be identified during contract negotiations, and if needed, alternate outcome indicators will be developed based on previous performance levels.

Data for assessments other than ORF and PACER must be reported in a customized Excel spreadsheet, the Outcome Measures and Results Report. This report is submitted electronically to The Children's Trust by the applicable report due dates outlined in this document.

Testing Compliance - For all outcomes contracted, administration must be as follows:

School Year

- Pre-test - 100% of children will be tested within 30 calendar days of enrollment, regardless of when enrollment occurs.
- Mid-point test - 100% of children with at least one day of attendance between December 1st and January 15th must be tested within that timeframe.
- Post-test - 100% of children with at least one day of attendance between May 1 and May 31 must be tested within that timeframe. Post-tests are also to be administered to children who withdraw from the program during the year when prior notice is given.

Summer

- Pre-test - 100% of children will be tested within 14 calendar days of their first day of attendance, regardless of when enrollment occurs. Post-tests administered in the after-school program may serve as pre-tests for returning children if they were administered within 2 weeks of the child's starting date in the summer camp program.
- Post-test - 100% of children in attendance will be tested during the final 14 calendar days of the summer program or no later than July 31st if the Provider will not be funded by The Children's Trust for Out-of-School services after that date. All children in attendance for at least one day during the test administration timeframe are required to be tested.

Data Entry Requirements - Scores for the Oral Reading Fluency (ORF) and the Progressive Aerobic Cardiovascular Endurance Run (PACER) test shall be entered in Data Tracker as follows. If the due date falls on a weekend/holiday, then reports are due the following business day.

School Year

- Pre-test - By the fifteenth (15th) day of the month following the month in which the tests were administered
- Mid-test - By January 31, 2010
- Post-test - By June 15, 2010

Summer

- Pre-test - By the fifteenth (15th) day of the month following the month in which the tests were administered
- Post-test - By September 15, 2010

Matched Sets Compliance – Matched sets refer to those children with at least 2 tests within a review period.

School Year

- 90% of children enrolled for 90+ days by January 15th will have been tested at least twice (based on number of calendar days between the first day of attendance through January 15, 2010).
- 95% of children enrolled for 90+ days by May 31st will have been tested at least twice (based on number of calendar days between the first day of attendance through May 31, 2010).

Summer

- 90% of children enrolled for 30+ days by the end of the program will have been tested at least twice (based on number of calendar days between the first day of attendance through the last day of the program)

Outcome Achievement – Providers are expected to meet the following performance standards on the ORF for oral reading skills, PACER for fitness performance, and social skills measures. Data for all children with matched sets will contribute towards these performance goals:

School Year

- 85% of children will improve oral reading skills at the mid-point; 90% at end-of-year
- 75% of children will improve fitness performance at the mid-point; 85% at end-of-year (if contracted)
- 85% of children will improve social skills at the mid-point; 90% at end-of-year (if contracted)

Summer

- 85% of children will improve or maintain oral reading skills
- 85% of children will improve or maintain fitness performance (if contracted)
- 85% of children will improve or maintain social skills (if contracted)

QUARTERLY PROGRAM NARRATIVE REPORT

The Program Narrative Report captures a report of program’s successes, challenges, support needed, incidents, and volunteer participation. A standard Word document format is provided and available in the Trust website for download. The report must be submitted quarterly to The Trust.

SATISFACTION SURVEYS

Satisfaction surveys must be administered to 100% of children, youth, and their parents once during the school year in March and once during the summer. Providers have two options to administer the surveys to children, youth, and parents:

1. Online through Survey Monkey – Children and parents may opt to take the survey online. This is the recommended option due to ease of administration and reporting.
2. Paper and pencil - Give a hard copy to each participant and his/her parent(s). Providers must enter all satisfaction survey results in the standard spreadsheet found at: http://www.thechildrenstrust.org/index.php?option=com_content&view=article&id=286&Itemid=304 and submit electronically to The Trust.

TRAINING AND QUALITY IMPROVEMENT

The Children’s Trust offers a variety of trainings on important topics to improve service delivery and contract compliance, enhance administrative capacity, and support program and employee development. The Provider is required to ensure attendance by appropriate agency and/or program staff at the following trainings annually: Oral Reading Fluency, Progressive Aerobic Cardiovascular Endurance (PACER), Data Tracker System, School-Age Care Environmental Rating Scale (SACERS), New and Renewal Contract Development and Contract Management trainings, Quarterly Provider Meetings, and other topical trainings offered throughout the year. In addition, full participation is required with Project RISE, the All Children Together (ACT) Resource Network, and other Trust-funded initiatives that may be appropriate.

Project RISE (<http://cps.nova.edu/projectrise/>)

The Children’s Trust requires that providers fully participate with Project RISE (Research, Inspiration, Support, and Evaluation), a quality improvement initiative offered to support and improve Trust-funded out-of-school services. The major components of Project RISE include:

- Training and dissemination of local program quality standards, as well as support for participant outcome evaluation and measurement (including for the required Oral Reading Fluency and PACER testing);
- Support of program quality assessment and improvement planning using the School-Age Care Environmental Rating Scale (SACERS) – the required quality monitoring tool for self-evaluation and improvement; and
- Provision of group and individual provider training, technical assistance, supports and incentives for ongoing quality improvement, including specific guidance on developmentally-appropriate and culturally competent program activity design and implementation, curriculum choices, and content consultation (e.g., specific reading, fitness, social skills activities), as well as expert consultation to align program resources and outcomes to Trust standards.

All Children Together (ACT) Resource Network (http://ccdhs.org/act/about_act/)

The Children’s Trust requires that providers will attend trainings to educate them about the inclusion of children with disabilities as required from time to time during the contract year. Inclusion requires that programs will be appropriately adapted to meet the needs of all participating children. The All Children Together (ACT) Resource Network is a resource available to offer training, technical assistance, mentoring, and consultation regarding provision of services to children with disabilities.

REPORT DUE DATES

	Due Date	What to Report
School Year 2009-2010	October 15, 2009	1. Outcome Measures and Results Report: Initial Report (Number of Pre-tests administered) (Excel, if applicable) 2. Program Narrative Report (Word)
	January 31, 2010	1. Outcome Measures and Results Report: Mid-Year Report (Excel, if applicable) 2. Program Narrative Report (Word)
	April 15, 2010	1. Program Narrative Report (Word) 2. Satisfaction Survey Results (Excel and/or Survey Monkey)
	June 15, 2010	1. Outcome Measures and Results Report: End-of-Year Report (Excel, if applicable) 2. Program Narrative Report (Word)
Summer Camp 2010	September 15, 2010	1. Summer Outcome Measures and Results Report (Excel, if applicable) 2. Summer Program Narrative report (Word) 3. Satisfaction Survey (Excel and/or Survey Monkey)

***If the due date falls on a weekend/holiday, then reports are due the following business day.**

The provider shall create and/or update annually their agency and program profiles and site(s) information in the Community Resource Directory maintained by Switchboard of Miami to facilitate referrals to Children’s Trust-funded services. Provider shall maintain accurate information including adding or deleting sites. Evidence that the profile(s) have been created or updated must be provided to the Contract Manager within 30 days of execution of this contract.

Attachment D Program Specific Audit Requirements

The Program Specific Audit is to encompass an audit of The Children's Trust contract(s) as follows:

- Submission of: (a) schedule of total expenditures, reflecting expenditures during the audit period for each The Children's Trust contract by contract number; (b) If applicable, audit of attendance or other applicable unit for contracts whereby the method of payment is the unit based method of payment as specified in Attachment B; (c) summary of schedule of prior audit findings, (d) disclosure of any significant finding(s) relating to The Children's Trust contract(s), (e) disclosure of all questioned costs and liabilities due to The Children's Trust, with a reference to the contract number involved, and (f) a recommendation for a corrective action plan on any finding;
- Report whether the schedule of expenditure(s) is fairly stated;
- Provide notes to the schedule of expenditures that describe the significant accounting policies used in preparing the schedule;
- Report whether contractual matching requirements were met, if applicable;
- Report whether the provider has internal controls in place to provide reasonable assurance of compliance with The Children's Trust applicable contractual requirements and on the reliability of financial operations.
- The auditor must include in their testing: testing of the budget versus the actual expenditure for contracts reimbursed on the cost reimbursement payment method, testing for double billing i.e. billing under The Children's Trust contract the same expenditure that is billed under another contract and/or revenue source, testing for the supplanting of funds, testing of match requirements, if applicable, and testing of attendance or other unit if the method of payment is other than a cost reimbursement payment method.

The auditor's report(s) as to the program specific audit shall state that the audit was conducted in accordance with the program specific audit requirements listed in The Children's Trust contract(s) and include the following:

An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the provider is presented fairly in all material respects in conformity with the stated accounting policies;

An opinion (or disclaimer of opinion) as to whether the schedule of expenditures is presented fairly in all material respects in conformity with the stated accounting policies;

A report on internal control related to The Children's Trust contract(s), which shall describe the scope of testing of internal control and the results of the tests;

A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the provisions of contract(s) with The Children's Trust which could have a direct and material effect on the program; and

A schedule of findings and questioned costs for The Children's Trust contract(s) that includes a summary of the auditor's results relative to The Children's Trust and findings and questioned costs.

ATTACHMENT E

Affidavit for Level 2 Background Screenings

**Affidavit Affirming Compliance with
Background Screening for Provider Personnel
and/or Volunteers, Subcontracted Personnel, as applicable**

In accordance with Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Paragraph Q. Employee Background Screening of this Contract, the undersigned affiant makes the following statement under oath, under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed \$1,000, pursuant to Sections 837.012 and 775.082, Florida Statutes.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared (Agency CEO/Executive Director)
Authorized Provider Representative

of (Provider Name) , who being by me first duly sworn, deposes and says:
Name of Contracted Provider

I swear and affirm that the above-named contracted Provider is compliant with the requirements for personnel background screening detailed in Sections 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, for all personnel having direct contact with children.

_____ Date: _____
(Signature of CEO/Exec Dir/HR Dir)

Sworn to and subscribed before me at Miami-Dade County, Florida this _____ day of _____, 2009 by _____.

___ Who is personally known to me
___ Who produced identification: _____
Type of identification

Signature of Notary Public
State of Florida at Large

Print, type or stamp name of notary public

My Commission Expires:

TAB 4



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: September 23, 2009

Re: **ISSUANCE OF REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN-BUILD SERVICES FOR PUBLIC WORKS AND PARK IMPROVEMENT PROJECTS**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN-BUILD SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE TOP THREE RANKED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

Over the course of the next few years, the Town's Parks and Recreation Department and Public Works Department are contemplating several improvement projects that will require the services of a number of professional contracts from design to construction to construction management. In order to efficiently and effectively implement the anticipated improvements, it is recommended that the Town utilize the design-build process, as was done for the Cutler Ridge Park Improvements Project.

In accordance with Chapter 287.055 of Florida Statutes, the "Consultants' Competitive Negotiation Act" (CCNA) concerning the acquisition of professional services, a Request For Qualifications (RFQ) has been completed for the selection of design-build firms to complete anticipated municipal projects. The Public Works Department has utilized a similar process to select firms to provide General Civil Engineering, Landscape Architecture and Transportation Planning & Engineering services. The Public Works Department issued an RFQ for professional services in 2007 to select a group of firms, and since then has rotated through the selected firms to provide those services for a number of Town projects. Each project is budgeted in the Town's annual Operating and Capital Budget, and each is separately approved through resolution adopted by the Town Council.

No funding is being authorized as a result of this action – this Resolution and RFQ merely allows the selection of qualified firms for the Town to have at its disposal for the design and construction of future projects. The firm chosen for each project will be separately approved via resolution adopted by the Town Council.

Town Ordinance # 06-22 requires the Town Manager to obtain authorization from the Town Council in order to advertise solicitations for bids and proposals prior to advertising the public notice.

The key steps in the RFQ process will be as follows:

Advertisement/ Distribution of RFQ	October 1, 2009
Deadline to submit requests for clarification	October 12, 2009
Proposal due date	October 23, 2009
Announcement of short-listed Consultants	October 30, 2009
Oral presentations	November 4 & 5, 2009
Selection of Design-Build Firm	To Be Determined

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the issuance of an RFQ for design-build services for municipal public works and park improvement projects, and authorizing the Town Manager to execute an agreement with the top three ranked firms responding to the RFQ.

RESOLUTION NO. 09-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN-BUILD SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE TOP THREE RANKED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) Public Works and Parks and Recreation Department (the “Department”) will be responsible for overseeing various capital improvement projects (the “Projects”) throughout the Town; and

WHEREAS, the Department desires, and it is in the best interest of the Town, to contract with the most qualified and experienced consultants to provide professional design-build services to the Town to assist in completing the Projects, utilizing funding provided in the Town’s annual operating and capital budget; and

WHEREAS, in accordance with Chapter 287.055 of the Florida Statutes, a Request For Qualifications (RFQ) has been prepared to identify the best available consultants to provide professional design-build services for an initial period of three years to assist in completing the Projects; and

WHEREAS, Town Ordinance Number 06-22 requires the Town Manager to obtain authorization from the Town Council to advertise solicitations for bids and proposals prior to advertising the solicitation; and

WHEREAS, the Town Council finds that this Resolution is in the best interest of the health, safety and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, THAT:

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

Section 2. **Request For Qualifications Approved.** The Town Manager is hereby authorized to advertise and issue a Request For Qualification for Professional Design-Build Services (the “RFQ”) in substantially the form attached hereto as Exhibit “A.”

Section 3. **Authorization.** The Town Manager is hereby authorized to negotiate and enter into a Professional Services Agreement (the “Agreement”) with the top three ranked firms as a result of the RFQ process, provided that the Agreement is subject to review for legal sufficiency by the Town Attorney.

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

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

**TOWN OF CUTLER BAY
REQUEST FOR QUALIFICATIONS
09-11**



**PROFESSIONAL DESIGN-BUILD SERVICES FOR
VARIOUS MUNICIPAL PUBLIC WORKS AND PARK
IMPROVEMENT PROJECTS**

SUBMITTAL DATE: October 23, 2009 3:00 P.M.

**REQUEST FOR QUALIFICATIONS
RFQ # 09-11 PROFESSIONAL DESIGN-BUILD SERVICES
TOWN OF CUTLER BAY**

The Town of Cutler Bay (the "Town"), a municipality located in Miami-Dade County, Florida, desires to receive qualifications for the selection of firms or teams of firms (the "Consultants") to provide Professional Design-Build Services (the "Services") to the Town on a "Continuing Contract" for design-build services for various Public Works and Parks and Recreation Department projects.

The Town intends to execute an agreement with selected Consultants for providing on-call services. The Consultants will provide these Services on a non-exclusive basis. The Town does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Agreement. **Interested firms should visit the Town's website at info@cutlerbay-fl.gov to obtain the Request for Qualifications package. Packages may also be picked up at the following location:**

**Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189**

Sealed submittals must be received no later than 3:00 p.m. on October 23, 2009 and be clearly marked on the outside, "**RFQ # 09-11 Design-Build Services**". Late submittals and electronic submittals will **not** be accepted.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning this Town's' competitive purchasing process, which generally prohibits communications concerning the RFQ from the time of advertisement of the RFQ until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services.

Steven J. Alexander
Town Manager

Request For Qualifications

SUBJECT: Professional Design-Build Services for Various Municipal Public Works and Park Improvement Projects

PROPOSAL DUE DATE: On or before October 23, 2009 @ 3:00 P.M.

SUBMIT TO: **Office of the Town Clerk
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189**

RFQ NUMBER: 09-11

1.0 INTRODUCTION:

1.1 INTENT:

The purpose of this document is to provide information on the Services required by the Town, requirements and guidelines for submitting a response to this RFQ (the Response or the Qualifications package), Consultant selection process and the schedule.

1.2 BACKGROUND:

The Town of Cutler Bay has a diverse population of over 41,000, and desires to engage the services of qualified firms to provide design-build services as needed for various Public Works and Parks and Recreation department projects. The Town is located in the southeast corner of Miami-Dade County and is approximately 10 square miles in size. The Town delivers a majority of its public and community services by utilizing firms employing sound business practices with an emphasis on excellence and effective customer service principles.

1.3 SERVICES SOUGHT:

The Town is seeking qualified firms to provide Professional Design-Build services for various municipal public works and park improvement projects throughout the Town on a continuing contract basis for an initial three-year period.

The successful firm(s) will provide all design-build services including, but not limited to: project design, completion of construction documents, permitting, construction and construction management.

The successful firm(s) may supplement in-house resources with private individuals or companies, subject to prior Town approval. The successful firm(s) shall have the necessary financial resources to assume extensive and large expenditures.

All information and references submitted will be considered in the selection process. The Town reserves the right to request clarification of information submitted, to interview respondents and to request additional information of one or more respondents to assist in the evaluation of submittals and to establish, to the Town's satisfaction, the responsibility, qualifications, and financial ability of any proposer.

1.4 RFQ SCHEDULE:

Event	Date*	Time* (EST)
Advertisement/ Distribution of RFQ & Cone of Silence begins	10/01/09	9:00 AM
Deadline to submit requests for clarification	10/12/09	5:00 PM
Deadline to Submit RFQ-Response	10/23/09	3:00 PM
Announcement of short-listed Consultants	10/30/09	4:00 PM
Oral presentations (if necessary)	11/4-11/5/09	TBA
Announcement of selected Consultants/ Cone of Silence ends	TBA	TBA

*The Town reserves the right to change the scheduled dates and time.

1.5 EVIDENCE:

The submission of a Proposal shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Proposal Project.

1.6 CLARIFICATION AND ADDENDA TO RFQ SPECIFICATIONS:

If any person contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications or other RFQ documents or any part thereof, the Proposer must submit to the Town, by no later than October 12, 2009, a request for clarifications. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretations of the RFQ, if made, will be made only by Addendum duly issued by the Town. The Town shall issue an Informational Addendum if clarification or minimal changes are required. The Town shall issue a formal Addendum if substantial changes, which impact the technical submission of Proposals, are required. A copy of such Addendum will be delivered to each Proposer receiving the Solicitation. In the event of conflict with the original Contract Documents, Addendum shall govern all other contract documents to the extent specified. Subsequent Addenda shall govern over prior addenda only to the extent specified.

The Proposer shall be required to acknowledge receipt of the Formal Addendum by signing the Addendum and including it with the Proposal. Failure of a proposer to include a signed formal Addendum in its Proposal shall deem its Proposal non-responsive; provided, however, that the Town may waive this requirement in its best interest. The Town will not be responsible for any other explanation or interpretation made verbally or in writing by any other Town representative.

1.7 QUESTIONS:

Questions concerning this Request For Qualifications should be directed in writing to:

Erika Santamaria, Town Clerk
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Issues of substance that are brought to the attention of the Town will be responded to in writing, and copies provided to all firms who have received copies of the RFQ.

1.8 TOWN'S RIGHTS:

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services. The Town Manager shall make a recommendation to the Town Council who shall make a final determination and award of proposal(s).

All materials submitted in response to the Request For Qualifications become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any response to the RFQ, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the Town Manager's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

1.9 DEMONSTRATION OF COMPETENCY:

1. Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals will only be considered from firms which are regularly engaged in the business of providing the services as described in this RFQ. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the Town.
2. The Town may, during the period that the Contract between the Town and the successful Proposer is in force, review the successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Proposer's performance on contracts awarded to it by the Town, the Town may place said contracts on probationary status and implement termination procedures if the Town determines that the successful Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the Proposal evaluation period in order to comply with this demonstration of competency section.

2.0 CONTENTS OF PROPOSAL:

The proposal shall include the following information at a minimum:

1. Qualifications of firm and principals, including but not limited to: firm's history; number of years in business; local availability of key personnel; demonstrated ability to comply with all applicable laws and regulations; ability to plan, coordinate and construct a variety of public works and/or parks and recreation facilities of various size, scope and complexity. All proposals shall be written in sufficient detail (on 8 1/2" X 11" paper) to permit the Town to conduct a meaningful evaluation of the proposal. The proposal must include the following information:

I) Cover Page

The attached Proposal Form (Section 5) is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

II) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

III) Executive Summary

Provide a brief summary describing the Proposer's ability to perform the work requested in this RFQ; a history of the Proposer's background and experience in providing similar services; a list of the Proposer's personnel to be assigned to this project; the subcontractors or subconsultants and a brief history of their background and experience; and, any other information called for by this RFQ which the Proposer deems relevant, including any exceptions to this RFQ. This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

IV) Work Plan

The Town is seeking proposals for design-build services firms to design and build various public works and parks and recreation improvements throughout the Town. The services required to complete this work are more specifically defined in the following Work Plan. The following is to be used as a **guideline only**, creativity and innovative concepts are welcome.

A. Overview & Resources

1. Design Build Services including, but not limited to: project design, completion of construction documents, permitting, construction and construction management..

2. Coordination with government agencies as may be required to complete and implement the stated tasks is the responsibility of the Consultant.

B. Summary

The proposal for design-build services should include at a minimum, the following information on how the prospective consultant will achieve the defined design and deliverables.

1. The overall approach to the Plan, including project management and methodology.
2. A work plan detailing tasks needed to complete the project.
3. Competence of Firm
4. Experience of Personnel

V) Proposer's Experience and Past Performance

a) Describe the Proposer's organization; history and background; tax status; principals; officers; owners; board of directors and/or board of trustees; the primary markets served; the total current number of employees; the current number of professional employees by classification; and state the number of years that the Proposer has been in existence.

b) Provide a detailed description of a minimum of three (3) contracts (of varying scopes of service) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities.

c) Describe any other experiences related to the work or services described in the Scope of Services and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training, etc.).

VI) Key Personnel and Subcontractors Performing Services

(a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.

(b) List the names and addresses of all major first-tier subcontractors or subconsultants, and describe the extent of work to be performed by each first-tier subcontractor or subconsultant.

(c) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. All key personnel shall include all partners, managers, seniors and other professional staff that will perform work and/or services on this project.

VI) Licenses, Permits and Insurance

Provide all necessary Federal State, County, and local licenses and permits relating to providing design-build services; and copies of insurance certificates indicating proof of insurance and extent of coverage as described in Section 4.6 herein.

Respondents must submit five (5) copies of the proposal, one of which shall be an unbound original. All costs associated with the response to this Request For Qualifications shall be borne solely by the Proposer.

In accordance with Chapter 119, Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the RFQ and the responses thereto shall be public records. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting state or federal law.

3.0 EVALUATION OF PROPOSALS:

1. A Review Committee consisting of the Town Manager or his designee, Parks and Recreation Director, Public Works Director and Town Consultant will evaluate written proposals. Evaluation will include the following criteria:

	<u>Criteria</u>	<u>Potential Points</u>
1.	Work Plan	25
2.	Experience & Past Performance	25
3.	Personnel Expertise	20
4.	Quality of Similar Projects	15
5.	Local Presence	10
6.	Compliance With Submission Requirements	5
	<hr/> Total Points Available	<hr/> 95

2. The highest ranked proposals will be identified and those firms may be requested to make a formal presentation before the selection committee. The selected firms will then be ranked according to the content of their submittals, presentations and any other relevant information. The Town Manager will then execute an agreement with the selected firms to provide design-build services for the Town.

3.1 PROPOSAL TABULATIONS:

Proposers desiring a copy of the proposal tabulation may request same by enclosing a self-addressed stamped enveloped with the proposal.

3.2 PROTESTS, APPEALS AND DISPUTES:

All protests, appeals and disputes with respect to this RFQ shall be governed by the protest procedures of the Town purchasing ordinance which shall be strictly construed. In the event of a protest, the decision of the Town Council shall be final and conclusive.

3.3 AWARD OF CONTRACT:

A contract may be awarded to the proposer(s) whose proposal(s), conforming to the Solicitation, are most advantageous to the Town. The Town reserves the right to make no award based on this RFQ or reject all proposals and such decision shall not give rise to any claim by any person for any damages including but not limited to the costs of preparation of a proposal.

3.4 NEGOTIATIONS:

The Town reserves the right to enter into negotiations with the selected respondent, and if the Town and the selected respondent cannot negotiate a mutually acceptable contract, the Town may terminate the negotiations and begin negotiations with the next selected respondent and this process may continue until a contract has been executed or all responses have been rejected.

4.0 OTHER CONDITIONS:

4.1 PURCHASING ORDINANCE:

Firms are specifically advised that the Town's purchasing ordinance (06-22) applies to this Request for Qualifications and to all Requests for Qualifications and is incorporated herein by reference. Firms are advised to familiarize themselves with its requirements.

4.2 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and bid after the advertisement of said RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer,

bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

4.3 LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

4.4 PROTEST PROCEDURES

With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in accordance with Town Ordinance 06-22.

4.5 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

(B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.

(C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.

(E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

(A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

4.6 ADDITIONS/DELETIONS OF FACILITIES:

It is hereby agreed and understood that design-build projects may be added/deleted to/from this contract at the option of the Town.

4.7 INSURANCE:

Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements:

1. Workmen's Compensation Insurance – statutory requirement.
2. Employer's Liability Insurance - \$1,000,000.
3. Comprehensive General Liability Insurance – This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.
 - a. Bodily Injury: \$1,000,000;
 - b. Property Damage: \$500,000 each occurrence.
4. Comprehensive Automobile Liability Insurance – This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.
 - a. \$1,000,000 each person;
 - b. \$1,000,000 each occurrence bodily injury;
 - c. \$500,000 each occurrence property damage;The policy must provide coverage for non-owned and hired automobiles.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

The successful proposer must submit, prior to commencement of any work, a Certificate of Insurance showing the Town as an additional insured. Contractor's insurance certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Town.

4.8 INDEMNIFICATION:

The proposer shall agree to indemnify and hold harmless the Town, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, caused by a negligent act or omission, misfeasance, or malfeasance of the proposer, its agents, servants, or employees, including fines, fees, expenses, penalties, or suit proceedings, actions and costs of action, and attorney's fees for trial and on appeal, and any kind and nature arising or growing out of the actions of the proposer connected with the performance of the agreement, whether by act or omission of the proposer, its agents, servants, employees or others; unless said claim for liability is caused by the negligence, misfeasance or malfeasance of the Town or its agents or employees.

4.9 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where proposers are required to enter or go onto Town property to deliver materials or perform work or services as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and Town requirements. The proposer shall be liable for any damages or loss to the Town occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her proposal.

4.10 PAYMENT AND PERFORMANCE BOND:

Within ten (10) working days following notice of award of a specific project by the Town, the successful proposer shall furnish to the Town, a Payment and Performance Bond in the total amount of the Cost to the Town for the specified project (to be determined at the time of award). The Payment and Performance Bond can be in the form of a Cashier's Check, made payable to the Town of Cutler Bay; a bond written by a surety company authorized to do business in the State of Florida that shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract, and should clearly and expressly state that it cannot be revoked until express written approval has been given to the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

4.11 LIQUIDATED DAMAGES:

As Task Orders are identified, substantial completion times will be mutually agreed upon between the successful contractor and the Town. Liquidated damages of \$250.00 per day, will be deducted from the contract sum for each calendar day elapsing beyond the specified time for completion for each Task Order.

4.12 TERMINATION FOR DEFAULT:

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the Town Manager may terminate this Contract, in whole

or in part, upon written notice without penalty to the Town. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Town under Section 4.11.

4.13 TERMINATION FOR CONVENIENCE:

The Town Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice. If this Contract is so terminated, the Town shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

4.14 GOVERNING LAW AND VENUE:

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

4.15 ATTORNEY'S FEES:

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

4.16 NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the Town and Contractor, or to create any other similar relationship between the parties.

4.17 PARTIAL INVALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

4.18 SECTION HEADINGS:

The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

4.19 ENTIRE AGREEMENT:

The contract consists of this Town RFQ and specifically this section, Contractor's Response and any written agreement entered into by the Town and Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or

changes any of the terms and conditions contained in the RFQ and/or Response, then the RFQ and then the Response shall control. This Contract may be modified only by a written agreement signed by the Town and Contractor.

4.20 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Town.

5.0 Proposal Form

**TOWN OF CUTLER BAY
PROPOSAL FORM**

Deliver proposal to:

TOWN OF CUTLER BAY
Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

**Design-Build Services
RFQ # 09-11**

Due on or before October 23, 2009 at 3:00 p.m. @ above address.

VENDOR NAME:	PHONE NUMBER: ()
VENDOR MAILING ADDRESS:	FAX NUMBER : ()
CITY, STATE AND ZIP CODE :	TOLL FREE NUMBER: (800)

PROPOSAL CONTACT PERSON (PLEASE PRINT CLEARLY)

EMAIL ADDRESS:	F.E.I.D. NUMBER:
----------------	------------------

Proposer's Organizational Structure:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Please Explain): _____

If a Corporation:

Date Incorporated/Organized: _____

State Incorporated/Organized In: _____

State(s) Registered in as Foreign Corporation: _____

Proposer's Additional business activities other than design-build services:

List names of proposer's subcontractors or subconsultants on this project:

Printed Name & Title of Authorized Representative

Signature of Authorized Representative::	Date:
--	-------

APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Town of Cutler Bay awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____

Name (typed or printed): _____

Title: _____

Consultant: _____

Date: _____

APPENDIX B

NON-COLLUSION AFFIDAVIT

State of _____

SS:

County of _____

_____being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

_____,the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed Work;

Signed, sealed and delivered In the presence of

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 200__, before me, the undersigned Notary Public of the State of Florida, personally appeared

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp or type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath. or
- Did not take an oath.

APPENDIX C

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

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

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By _____

For _____

Whose business address is:

And (if applicable) its Federal Employer Identification Number (FEIN) is:

(if the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement - S.S. # _____)

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, or pooling

of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered In the presence of

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 200__, before me, the undersigned Notary Public of the State of Florida, personally appeared

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp or type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath. or
- Did not take an oath.

Appendix-D

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that _____ does: (Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposers Signature

Date

TAB 5



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: September 23, 2009

Re: **Safe Neighborhood Parks Bond Program Grant Match**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO MATCHING GRANT FUNDS; AUTHORIZING THE TOWN MANAGER TO MATCH THE FUNDING PROVIDED BY A MIAMI-DADE COUNTY GRANT FOR THE BEL AIRE PARK AND SAGA LAKE PARK IMPROVEMENT PROJECTS IN AN AMOUNT NOT TO EXCEED \$292,600; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On Tuesday, August 18, the Miami-Dade County Office of Safe Neighborhood Parks (OSNP) met to review grant applications submitted under their RFP Number SNP0809. Both of the Town's applications that were authorized for submittal by Town Resolution # 09-61 were selected for funding. The two approved projects were the Bel Aire Park Improvements project (\$179,400) and the Saga Lake Park Improvements project (\$113,200). Both grants require a cash match totaling \$292,600.

Prior to the grants being awarded by the County, the Town must provide proof of matching funds through a resolution of the Town Council.

RECOMMENDATION

We recommend that the attached resolution be adopted, approving matching funding in an amount not to exceed \$292,600.

RESOLUTION NO. 09-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO MATCHING GRANT FUNDS; AUTHORIZING THE TOWN MANAGER TO MATCH THE FUNDING PROVIDED BY A MIAMI-DADE COUNTY GRANT FOR THE BEL AIRE PARK AND SAGA LAKE PARK IMPROVEMENT PROJECTS IN AN AMOUNT NOT TO EXCEED \$292,600; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay (the “Town”) has sought, to improve the Town’s parks and natural areas in order to improve the quality of life, to increase property values within the community, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreation facilities for youth, adult, and senior citizens in this community; and

WHEREAS, pursuant to those goals, Resolution Number 09-61 of the Town authorized the Town Manager to apply for grant funding from the Miami-Dade County Safe Neighborhood Parks (SNP) bond program for park improvement projects; and

WHEREAS, the Town submitted applications to the SNP for funding in the amount of \$179,400 for improvements at Bel Aire Park and \$113,200 for improvements at Saga Lake Park (the “Projects”); and

WHEREAS, the Miami-Dade County Office of Safe Neighborhood Parks (OSNP) has selected both of the Town’s applications for full funding; and

WHEREAS, prior to awarding the grants, the OSNP requires proof of matching funds through a resolution of the Town Council;

WHEREAS, the Town Council desires to authorize the Town Manager to allocate matching funds as a part of the Town’s 2009-2010 Annual Operating and Capital Budget in an amount not to exceed \$292,600 to help fund the Projects and meet the OSNP matching funds requirement; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2. Matching Funds Authorized. The Town Manager is authorized to provide matching funds in the 2009-2010 Annual Operating and Capital Budget in an amount not

to exceed \$292,600 and to take all steps necessary on behalf of the Town to provide for the completion of the following projects:

<u>Grant Title</u>	<u>Total Grant</u>
Bel Aire Park Improvements	\$179,400
Saga Lake Park Improvements	\$113,200

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN
Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____
Vice Mayor Edward P. MacDougall _____
Councilmember Peggy R. Bell _____
Councilmember Timothy J. Meerbott _____
Councilmember Ernest N. Sochin _____

TAB 6



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor & Town Council

From: Steven J. Alexander, Town Manager

Date: September 17, 2009

Re: **Procurement of computer hardware and other equipment necessary for the implementation of the comprehensive government Enterprise Resource Planning (ERP) network**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE SELECTION OF A COMPUTER HARDWARE PROVIDER; APPROVING THE SELECTION OF ALTEK COMPUTER GROUP, INC. FOR THE PURCHASE OF COMPUTER HARDWARE FOR THE TOWN BASED ON THREE PRICE QUOTATIONS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH ALTEK COMPUTER GROUP, INC. FOR THE PURCHASE OF THE ERP COMPUTER NETWORK SERVERS AND NECESSARY EQUIPMENT; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the June 17, 2009, town council meeting, the town council adopted Resolution 09-46 authorizing the Town Manager to execute a contract with Tyler Technologies for the EDEN software system as recommended by the Town's Software RFP Committee.

To date, town staff, with the assistance of our IT Consultants (IDC), has been working closely with the Tyler Technologies representatives to properly identify the computer hardware & equipment necessary to implement the Enterprise Resource Planning (ERP) network. The software implementation requires a significant addition to the Town's existing IT infrastructure. This capital equipment purchase was budgeted in the FY- 08/09 general operating budget in the amount of \$66,000 within general government.

As part of the computer hardware review process, the Town's IT Consultant's (IDC) has obtained the following three (3) written proposals from computer hardware distributors:

- Altek \$50,854.25
- CDW-G \$54,343.91
- Dell \$62,957.04



Based on a thorough review by both the IT consultant and town staff, we are recommending that Altek Computer Group, Inc. be issued a purchase order in the amount of \$50,854.25. This amount is well within the previously budgeted amount of \$66,000 which was included within the general government operating budget.

The Town needs to move quickly to select a company to provide this hardware to support the computer system, and therefore Town staff recommends waiving the competitive bidding process as impracticable and instead to utilize the three quotations already received in order to make the selection expediently. Since the total purchase price exceeds the Town Manager's purchasing threshold of \$25,000 as per Ordinance 06-22, I am recommending that the council waive formal competitive bidding pursuant to section III (D) of the purchasing ordinance:

“(D) Under circumstances where competitive bidding is impracticable, including but not limited to situations where time constraints do not permit the preparation of clearly drawn specifications or situations, where, after competitive bidding, no bids meeting bid requirements are received, all complaint bids received are too high, or all bids are rejected for failure to meet bid requirements (i.e., bids are noncompliant), such purchases shall be exempt from the competitive bid requirements”.

RECOMMENDATION

It is recommended that the Town Council adopt the attached resolution.

RESOLUTION NO. 09 - ____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE SELECTION OF A COMPUTER HARDWARE PROVIDER; APPROVING THE SELECTION OF ALTEK COMPUTER GROUP, INC. FOR THE PURCHASE OF COMPUTER HARDWARE FOR THE TOWN BASED ON THREE PRICE QUOTATIONS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH ALTEK COMPUTER GROUP, INC. FOR THE PURCHASE OF THE ERP COMPUTER NETWORK SERVERS AND NECESSARY EQUIPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, Florida, (the "Town") is in need of several computer network servers and necessary equipment (the "hardware") for operation of its comprehensive government ERP software and provision of government services to its residents; and

WHEREAS, the Town Manager has determined that time constraints prevent the issuance of a formal request for proposals or invitation to bid and has recommended that the Town waive formal competitive bidding, and has instead solicited price quotes to facilitate the selection of a provider of the hardware; and

WHEREAS, Town staff has received at least three price quotes from reputable and responsible providers of the hardware and determined that the Altek Computer Group, Inc. ("Altek") should be selected as they provided the lowest price in the amount of \$50,854.25; and

WHEREAS, the Town Manager has determined in accordance with Section 3.10 of the Town Charter and the Town purchasing ordinance that there is a sufficient unencumbered budget appropriation within the department to pay for the hardware, the Town Manager has made a written recommendation to the Town Council for its approval and the Town Council has determined that it is impracticable and not advantageous to competitively bid this item by way of a formal competitive bid because of the immediate need to procure said item; and

WHEREAS, the Town Council desires to authorize the Town Manager, on behalf of the Town, to negotiate and enter into a Purchase Agreement (the "Agreement"), for the hardware described herein, provided that Town Attorney determines that the terms of the Agreement are legally sufficient; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2. Selection Approved. Pursuant to Section 3(D) of the Town of Cutler Bay Ordinance 06-22 and Section 3.10 of the Town Charter, the Town Council waives competitive bidding requirements and authorizes the issuance of a contract to Altek Computer Group, Inc. (“Altek”), which was selected through the solicitation of three price quotations from reputable and responsible providers, to procure several computer network servers and necessary equipment (the “hardware”) for operation of its comprehensive government ERP software and provision of government services at a competitive price as described by the specifications and price quotations attached as Exhibit “A” (the “Quotation”).

Section 3. Town Manager Authorized. The Town Manager is hereby authorized to negotiate and enter into a Purchase Agreement (the “Agreement”) with Altek for \$50,854.25 for the hardware described in Exhibit “A”, provided that the Agreement is subject to review for legal sufficiency by the Town Attorney.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S.VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice-Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____



Equipment Purchase Methodology

September 3, 2009

Yani,

Per your request I am providing you with the back ground on the process IDC used to select an appropriate source for the servers needed for the ERP implementation.

Initially David sent a request to 3 vendors, CDW-G, Altek Computer Group, Inc and Dell Government Sales. The request was in the form of an email with an attached Excel spreadsheet with detailed generic specifications. In a second email he added a request for several more items. The original email is attachment 1. The MS Word representation of the Excel spreadsheet is attachment 2. The second request is attachment 3.

We received email replies from all three vendors. Dell Government Sales was not able to provide the items from Cisco or Fujitsu, but were otherwise responsive.

For additional comparison IDC, at your request, had NCS and IDC's Dell representative quote the items as well. NCS provided the nearest standard HP products to the generic specifications (some of the servers specified in their quote used a slower processor).

In the end we used the three quotes which were most alike in response, those being CDW-G, Altket Computing Group and Dell Government Sales in the formal request to purchase.

IDC has reviewed the quotes and considers all three responsive to the Town's needs from a technical perspective.

As always it is a pleasure to help the Town with its technology needs.

Should you have any questions, please feel free to contact me on my cellular at 305-298-8373.

Sincerely,

Dennis R. Deblois
President / CEO
International Data Consultants, Inc.

Attachment 1

Content of original solicitation email

Subject: Request for quotation for Town of Cutler Bay

Date: Wednesday, July 29, 2009 9:26 AM

From: David Radunsky <dradunsky@intldata.com>

Cc: Yani Ramos <yramos@cutlerbay-fl.gov>, Ryan Anassori <RAnassori@intldata.com>

Conversation: Request for quotation for Town of Cutler Bay

Good Morning,

After much work with the vendor for the new enterprise application at Cutler Bay we have finally narrowed down our hardware needs.

Attached is an excel spreadsheet (zipped) with the list of equipment that we will be needing. If you are interested in providing a quote please do so prior to close of business on August 5. Ideally, for lazy me, you would provide pricing on the attached spreadsheet, however, separate quotes are acceptable.

Please address all questions to me with a cc to Yani.

If you can not provide the specific item requested please provide full specifications for your substitute. Substitutes will not be accepted for the Cisco ASA.

Thank you.

--

David Radunsky
International Data Consultants
13302 SW 128 St
Miami, FL 33186

786 261-9593 cell
305 253-7677 office
305 328-4905 fax

Attachement 2

Attached Excel file giving specifications for quote.

Town of Cutler Bay request for quotation 090729

Line item pricing is not required, except for OS and software lines
 If you are unable to provide a specific item you may provide a substitute
 If you specify an alternative please provide full specifications
 EDEN is the new enterprise application to be installed, these notes are for reference purposes only, vendors may ignore this.

Qty	Item
1	UPS, APC, SURTA3000RMXL3U
1	KVM, 16 port, IP, compatible with Dell 15FP, 1U Rack Console, 15" TFT LCD, 83 key mini-keybd, U.S. Preferably Dell (to use existing dongles), if Dell provide 8 USB dongles If not Dell provide 14 USB dongles and 2 PS/2 dongles
1	Server 1 (EDEN purpose: SQL / Click Once;/ GBA) Dell Power Edge 2950III or equiv Windows Server 2003 Enterprise 32 bit Dual Quad-Core CPU, ~2.6GHz, 2x6MB cache, 1333 FSB 16 GB RAM Dual Raid RAID 1 w/ 160GB storage (2x160GB x 7200 rpm) RAID 5 w/ 1.2TB storage (4x400GB x 7200 rpm) Riser w/ 2 FCix and 1 PCIe Dual gigabit nics Redundant power supplies 2 each C13 to C14 PDU style power cord Optical Drive DVD+-R/W SQL 2005 Standard, 2 sockets rack rails compatible w/ Dell rack 3 yr 24x7 support 3 yr NBD parts
1	Server 2 (EDEN purpose: CMLE, TOP, App Server) Dell R610 or equiv Windows Server 2003 Enterprise 32 bit Dual Quad-Core CPU, ~2.6GHz, 2x6MB cache, 1333 FSB 8 GB RAM RAID 1 w/ 160GB storage (2x160GB x 7200 rpm) Dual gigabit nics Redundant power supplies 2 each C13 to C14 PDU style power cord Optical Drive DVD+-R/W rack rails compatible w/ Dell rack 3 yr 24x7 support 3 yr NBD parts
1	Server 3 (EDEN purpose: IIS, App Server service web extensions) Dell R610 or equiv Windows Server 2003 Enterprise 32 bit Dual Quad-Core CPU, ~2.6GHz, 2x6MB cache, 1333 FSB 8 GB RAM RAID 1 w/ 160GB storage (2x160GB x 7200 rpm) Dual gigabit nics Redundant power supplies 2 each C13 to C14 PDU style power cord Optical Drive DVD+-R/W rack rails compatible w/ Dell rack 3 yr 24x7 support 3 yr NBD parts
1	Cisco ASA 5505 Security Plus Bundle
1	Yr Smart Net (properly registered)
5	Terminal Server CALS
1	16 port gigabit ethernet switch, linksys or better
2	Scanner, Fujitsu ScanSnap S510
5	Workstation, Dell Optiplex 360 or Equiv Minitower Windows XP sp 3, preinstalled with NO "complimentary" software Intel Core 2 Duo, 2.8GHz, 3MB 1066MHz FSB 2 GB 800MHz RAM 101 key USB Keyboard Optical 2 button mouse 22" Widescreen Flat Panel 256 nVidia GeForce 9300 GE (Dual DVI/ VGA) 160 GB SATA 3.0Gbs with 8MB cache primary drive (1 partition) 16x DVD/CD ROM Speaker bar for above Monitor 3 yr basic NBD warranty 10/100/100 Nic
5	Microsoft Office 2007 Professional Edition, Open License

Attachement 3

Second Request Email

Subject: Additional equipment.
Date: Saturday, August 8, 2009 8:08 AM
From: David Radunsky <dradunsky@intldata.com>
Cc: Yani Ramos <yramos@cutlerbay-fl.gov>
Conversation: Additional equipment.

Good morning,

The prices you quoted on the prior Request were well in line with our budget. Therefore I would like to get an additional quote for the items below.

In order to proceed with these items this month I must have the quotes back by end of day Monday August, 10 to seek Council's approval. I apologize for the short turn around time.

Note that the servers are identical to servers 2 & 3 in the prior bid with the exception of the operating system. For this quote we need Windows 2008 Standard 64 bit.

The battery pack listed is intended to connect to the SURTA3000RML3U from the prior quote. This should include all necessary cross connect cables.

Thank you.

--

David Radunsky
International Data Consultants
13302 SW 128 St
Miami, FL 33186

786 261-9593 cell
305 253-7677 office
305 328-4905 fax

1 SURT192RMXLBP3U (Additional Battery for SURTA3000RMXL3U)

2 Server 4&5 (Purpose: DC and TS) Dell R610 or equiv

Windows Server 2008 Standard 64 bit
Dual Quad-Core CPU, ~2.6GHz, 2x6MB cache, 1333 FSB
8 GB RAM
RAID 1 w/ 160GB storage (2x160GB x 7200 rpm)
Dual gigabit nics
Redundant power supplies
2 each C13 to C14 PDU style power cord
Optical Drive DVD+-RW
rack rails compatible w/ Dell rack
3 yr 24x7 support
3 yr NBD parts



Submitted By: **Altek Computer Group Inc.**
 12595 SW 137th Avenue
 Suite 301
 Miami, FL 33186
 Phone: 786-249-0195

Town of Cutler Bay request for quotation 090729

Line item pricing is not required, except for OS and software lines
 If you are unable to provide a specific item you may provide a substitute
 If you specify an alternative please provide full specifications
 EDEN is the new enterprise application to be installed, these notes are for reference
 purposes only, vendors may ignore this.

Qty	Item	Manufacturer	Part #	Price	Shipping
1	UPS, APC, SURTA3000RMXL3U	APCC	SURTA3000RMXL3U	\$ 1,879.40	\$ 110.00
1	KVM, 16 port, IP, compatible with Dell 15FP, 1U Rack Console, 15" TFT LCD, 83 key mini-kybd. U.S. Preferably Dell (to use existing dongles), if Dell provide 8 USB dongles If not Dell provide 14 USB dongles and 2 PS/2 dongles	Belkin	F1DP116G (1) F1DP101A-AU (14) F1DP101A-AP (2)	\$ 1,726.35	N/C
1	Server 1 (EDEN purpose: SQL / Click Once/ GBA) Dell Power Edge 2950III or equiv Windows Server 2003 Enterprise 32 bit SQL 2005 Standard, 2 sockets Dual Quad-Core CPU, ~2.6GHz, 2x6MB cache, 1333 FSB 16 GB RAM Dual Raid RAID 1 w/ 160GB storage (2x160GB x 7200 rpm) RAID 5 w/ 1.2TB storage (4x400GB x 7200 rpm) Riser w/ 2 PCIe and 1 PCIe Dual gigabit nics Redundant power supplies 2 each C13 to C14 PDU style power cord Optical Drive DVD+-R/W rack rails compatible w/ Dell rack 3 yr 24x7 support 3 yr NBD parts	Microsoft OLP Microsoft OLP Dell	P72-03239 228-08639 (2) PE710	\$ 1,730.00 \$ 8,374.00 \$ 5,681.30	N/C N/C N/C
1	Server 2 (EDEN purpose: CMLE, TOP, App Server) Dell R610 or equiv Windows Server 2003 Enterprise 32 bit Dual Quad-Core CPU, ~2.6GHz, 2x6MB cache, 1333 FSB 8 GB RAM RAID 1 w/ 160GB storage (2x160GB x 7200 rpm) Dual gigabit nics Redundant power supplies 2 each C13 to C14 PDU style power cord Optical Drive DVD+-R/W rack rails compatible w/ Dell rack 3 yr 24x7 support 3 yr NBD parts	Microsoft OLP Dell	P72-03239 PE710	\$ 1,730.00 \$ 4,355.00	N/C N/C
1	Server 3 (EDEN purpose: IIS, App Server service web extensions) Dell R610 or equiv Windows Server 2003 Enterprise 32 bit Dual Quad-Core CPU, ~2.6GHz, 2x6MB cache, 1333 FSB 8 GB RAM RAID 1 w/ 160GB storage (2x160GB x 7200 rpm)	Microsoft Dell	P72-03239 PE710	\$ 1,730.00 \$ 4,355.00	N/C N/C

5 Workstation, Dell Optiplex 360 or Equiv				
Minitower	Dell		\$ 4,040.00	N/C
Windows XP sp 3, preinstalled with NO "complimentary" software				
Intel Core 2 Duo, 2.8GHz, 3MB 1066MHz FSB				
2 GB 800MHz RAM				
101 key USB Keyboard				
Optical 2 button mouse				
22" Widescreen Flat Panel				
256 nVidia GeForce 9300 GE (Dual DVI/ VGA)				
160 GB SATA 3.0Gb/s with 8MB cache primary drive (1 partition)				
16x DVD/CD ROM				
Speaker bar for above Monitor				
3 yr basic NBD warranty				
10/100/100 Nic				
5 Microsoft Office 2007 Professional Edition, Open License	Microsoft OLP	79P-00066 (5)	\$ 1,760.25	N/C
		SubTotal:	\$ 39,884.25	\$ 110.00
		TOTAL:	\$ 39,994.25	
2 Server 4&F (Purpose: DC and TS) Dell R610 or equiv				
Windows Server 2008 Std 64 Bit	Microsoft OLP	P73-04228 (2)	\$ 1,064.60	N/C
Dual Quad-Core CPU, ~2.6GHz, 2x6MB cache, 1333 FSB	Dell		\$ 8,710.00	N/C
8 GB RAM				
RAID 1 w/ 160GB storage (2x160GB x 7200 rpm)				
Dual gigabit nics				
Redundant power supplies				
2 each C13 to C14 PDU style power cord				
Optical Drive DVD+-R/W				
rack rails compatible w/ Dell rack				
3 yr 24x7 support				
3 yr NBD parts				
1 SURT192RMXLB3U	APCC	SURT192RMXLB3U	\$ 878.40	\$ 207.00
		SubTotal:	\$ 10,653.00	\$ 207.00
		TOTAL:	\$ 10,860.00	



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SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
PMH9945	10122896	8/03/2009

YANI RAMOS
B 10720 CARIBBEAN BLVD STE 105
I
L TOWN OF CUTLER BAY
MIAMI, FL 33189-1257
T
O

TOWN OF CUTLER BAY
S 10720 CARIBBEAN BLVD STE 105
H
I
P YANI RAMOS
MIAMI, FL 33189-1257
T Contact: YANI RAMOS 305-234-4262
O

Customer Phone # 3052344262

Customer P.O. # ITEMS ON QUOTE QUOTE

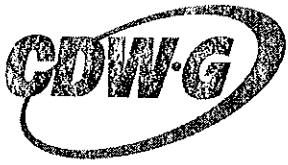
ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JOHN VRABLIK 877-466-6333	FEDEX Ground	MasterCard/Visa Go	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	POTENTIAL PRICE
1	1707245	APC SMARTUPS RT 3000VA RM*L5-30 PLUG Mfg#: AMU-SURTA3000RMXL3U-TU Contract: MARKET	1724.00	1724.00
5	1417038	MS GSA WIN TERM SVCS DCAL 2008 Mfg#: MLG-TJA-00542 Contract: GSA SCHEDULE GS-35F-0195J	55.10	275.50
1	674864	D-LINK 16PT 10/100/1000 GBIT SWITCH Mfg#: DLI-DGS-1016D Contract: MARKET	160.00	160.00
2	1704429	FUJITSU SCANSNAP S1500 Mfg#: FJU-PA03586-B005 Contract: MARKET	417.00	834.00
5	1068836	MS GSA OFFICE PRO PLUS 2007 Mfg#: MLG-79P-01207 Contract: GSA SCHEDULE GS-35F-0195J	331.38	1656.90
1	1065037	CISCO ASA 5505 10U 3DES Mfg#: CIS-ASA5505-BUN-K9 Contract: MARKET	374.00	374.00
1	1186001	CISCO SMARTNET 8X5XNBD Mfg#: CD1-CON-SNT-AS5BUNK9 Contract: MARKET		
SUBTOTAL				5024.40

TOTAL Continued

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9184

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



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800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
PMH9945	10122896	8/03/2009

B YANI RAMOS
I 10720 CARIBBEAN BLVD STE 105
L
L TOWN OF CUTLER BAY
T MIAMI, FL 33189-1257
O

Customer Phone # 3052344262

S TOWN OF CUTLER BAY
H 10720 CARIBBEAN BLVD STE 105
I
P YANI RAMOS
M MIAMI, FL 33189-1257
T Contact: YANI RAMOS
O 305-234-4262

Customer P.O. # ITEMS ON QUOTE QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CODE
JOHN VRABLIK 877-466-6333	FEDEX Ground	MasterCard/Visa Go	GOVT-EXEMPT

ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	FREIGHT		.00
	SALES TAX		.00

TOTAL **US Currency**
5,024.40

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9184

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



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800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
PPG6948	9928995	8/14/2009

DAVID RADUNSKY
B 10720 CARIBBEAN BLVD STE 105
I
L TOWN OF CUTLER BAY
MIAMI, FL 33189-1257
T
O

Customer Phone # 7862619593

TOWN OF CUTLER BAY
S 10720 CARIBBEAN BLVD STE 105
H
I
P DAVID RADUNSKY
MIAMI, FL 33189-1257
T
O Contact: DAVID RADUNSKY 786-261-9593

Customer P.O. # APC BATT PACK QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JOHN VRABLIK 877-466-6333	DROP SHIP-COMMON C	MasterCard/Visa Go	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1554732	APC SMART UPS RT 192V RM BATT PACK Mfg#: AME-SURT192RMXLBP3U Contract: FL APC IT HARDWARE 250-000-09-1 <i>SPARE BATTERY</i>	877.00	877.00
		SUBTOTAL		877.00
		FREIGHT		.00
		SALES TAX		.00

TOTAL ➔	US Currency 877.00
----------------	-----------------------

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9184

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



PRICE QUOTATION

Quote Number: 3996138-2

August 17, 2009

Provided by: Tara Hagen

johnvra@cdwg.com
TOWN OF CUTLER BAY

Contract: WESTERN STATES CONTRACTING ALLIANCE (A63309)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
Group:					
1.		HP ProLiant DL360 G6 Server	2	\$5,121.00	\$10,242.00
	484184-B21	Product - HP ProLiant DL360 G6 Server			
	505878-L21	Processor - Quad-Core Intel® Xeon® Processor X5550 (2.66GHz, 8M Cache, 95 Watts, 1333MHz)			
	500656-4GB	Memory for 1st processor - HP 4GB PC3-10600R 2x2GB 2Rank Memory			
	505878-B21	2nd processor - Quad-Core Intel® Xeon® Processor X5550 (2.66GHz, 8M Cache, 95 Watts, 1333MHz)			
	500670-4GB	Memory for 2nd processor - HP 4GB PC3-10600E 2x2GB 2Rank Memory			
	468721-B21	Microsoft Windows Operating Systems - Microsoft® Windows® 2008 Server, Standard Edition 5 CALs (DVD Required) (Not Installed)			
		Storage controller - Embedded P410i (SAS Array Controller)			
		Drive cage - HP 4-Bay Small Form Factor Drive Cage			
	530888-B21	1st hard drive - HP 160GB 3G Hot Plug 2.5 SATA 7,200 rpm MDL Hard Drive			
	530888-B21	2nd hard drive - HP 160GB 3G Hot Plug 2.5 SATA 7,200 rpm MDL Hard Drive			
	462967-B21	Storage controller upgrade - HP 512MB P-Series BBWC (for HP SA P410 or P411 Controllers)			
		Network card - Embedded HP NC382T Dual Port Multifunction Gigabit Server Adapter			
	532068-B21	Multimedia drive - HP 12.7mm SATA DVD-RW Drive			
	512327-2PS	Power supply - 2 HP 750W HE Hot Plug Power Supplies			
		Server management - Integrated Lights Out 2 (iLO 2) Standard Management			
		Warranty - HP Standard Limited Warranty - 3 Years			
		Parts and on-site Labor, Next Business Day			
2.	U4497E	HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL360	2	\$551.00	\$1,102.00
SUB TOTAL :					\$11,344.00
Group: A					
3.	488230-B21	HP DL180 G6 PCI-X Full Riser Kit	1	\$42.00	\$42.00
4.	516009-B21	HP DL180 G6 Redundant Fan Kit	1	\$111.00	\$111.00

SERVERS 4+5

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.

Sales taxes added where applicable. Freight is FOB Destination.



PRICE QUOTATION

Quote Number: 3996138-2

August 17, 2009

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Item	Part No.	Description	Qty.	Unit Price	Extended
5.	UH272E	HP 3year 4hour 24x7 ProLiant DL18x HW Support	1	\$633.00	\$633.00
6.		-Configurable- HP ProLiant DL180 G6 Server	1	\$7,149.00	\$7,149.00
	507168-B21	Product - HP ProLiant DL180 G6 Server			
	508343-L21	Processor - Quad-Core Intel® Xeon® Processor E5540 (2.53GHz, 8M Cache, 80 Watts, 1066MHz)			
	500658-8GB	Memory for 1st processor - HP 8GB PC3-10600R 2x4GB 2Rank Memory			
	508343-B21	2nd processor - Quad-Core Intel® Xeon® Processor E5540 (2.53GHz, 8M Cache, 80 Watts, 1066MHz)			
	500658-8GB	Memory for 2nd processor - HP 8GB PC3-10600R 2x4GB 2Rank Memory			
	468723-B21	Microsoft Windows Operating Systems - Microsoft® Windows® 2008 Server, Enterprise Edition 25 CALs (DVD Required) (Not Installed)			
		Storage controller - Embedded SATA Controller			
	491195-B21	Additional controllers & adapters - HP P410/256 Smart Array Controller with battery			
	506927-B21	Drive cage - HP 8-Bay Drive Cage			
	458945-B21	1st hard drive - HP 160GB SATA 7.2K Hot Plug SATA ETY Hard Drive - 1-year warranty			
	458928-B21	2nd hard drive - HP 500GB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty			
	458928-B21	3rd hard drive - HP 500GB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty			
	458928-B21	4th hard drive - HP 500GB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty			
	458945-B21	5th hard drive - HP 160GB SATA 7.2K Hot Plug SATA ETY Hard Drive - 1-year warranty			
	458928-B21	6th hard drive - HP 500GB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty			
	481043-B21	Multimedia drive - HP Slim 12.7mm SATA DVD-RW Optical Drive			
		Network card - Embedded HP NC362i Integrated Dual Port Gigabit Server Adapter			
	503296-2PS	Power supply - 2 HP 460W HE 12V Hotplug AC Power Supplies			
		Server management - HP Lights-Out 100i Remote Management			

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.

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Item	Part No.	Description	Qty.	Unit Price	Extended
		Warranty - Protected by HP Services, 3-Year Next Day Part Replacement, 0-Year Labor, 0-Year Onsite support with next business day response.			
7.	UH271E	HP Care Pack, 3 Years, 4 Hours, 13x5, Hardware, DL18x	1	\$491.00	\$491.00
SUB TOTAL :					\$8,426.00

SERVER 1 w/o SQL

Group: B

8.		HP ProLiant DL360 G6 Server	1	\$6,722.00	\$6,722.00
	484184-B21	Product - HP ProLiant DL360 G6 Server			
	505878-L21	Processor - Quad-Core Intel® Xeon® Processor X5550 (2.66GHz, 8M Cache, 95 Watts, 1333MHz)			
	500658-B21	Memory for 1st processor - HP 4GB PC3-10600R 1x4GB 2Rank Memory			
	505878-B21	2nd processor - Quad-Core Intel® Xeon® Processor X5550 (2.66GHz, 8M Cache, 95 Watts, 1333MHz)			
	500658-B21	Memory for 2nd processor - HP 4GB PC3-10600R 1x4GB 2Rank Memory			
	468723-B21	Microsoft Windows Operating Systems - Microsoft® Windows® 2008 Server, Enterprise Edition 25 CALs (DVD Required) (Not Installed)			
		Storage controller - Embedded P410i (SAS Array Controller)			
		Drive cage - HP 4-Bay Small Form Factor Drive Cage			
	530888-B21	1st hard drive - HP 160GB 3G Hot Plug 2.5 SATA 7,200 rpm MDL Hard Drive			
	530888-B21	2nd hard drive - HP 160GB 3G Hot Plug 2.5 SATA 7,200 rpm MDL Hard Drive			
	534108-B21	Storage controller upgrade - HP 256MB P-Series Cache Model			
		Network card - Embedded HP NC382T Dual Port Multifunction Gigabit Server Adapter			
	532068-B21	Multimedia drive - HP 12.7mm SATA DVD-RW Drive			
	503296-2PS	Power supply - 2 HP 460W HE 12V Hotplug AC Power Supplies			
		Server management - Integrated Lights Out 2 (iLO 2) Standard Management			
		Warranty - HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day			

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.

Sales taxes added where applicable. Freight is FOB Destination.



PRICE QUOTATION

Quote Number: 3996138-2

August 17, 2009

Provided by: Tara Hagen

johnvra@cdwg.com
TOWN OF CUTLER BAY

Contract: WESTERN STATES CONTRACTING ALLIANCE (A63309)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Item	Part No.	Description	Qty.	Unit Price	Extended
9.	U4497E	HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL360	1	\$551.00	\$551.00
10.	462969-B21	HP 650 mAh P-Series Battery	1	\$96.00	\$96.00
SUB TOTAL :				<i>2 ea</i>	\$7,369.00

servers 2+3

2 ea

N/A

Group: C

11.		HP ProLiant DL360 G6 Server	1	\$6,722.00	\$6,722.00
	484184-B21	Product - HP ProLiant DL360 G6 Server			
	505878-L21	Processor - Quad-Core Intel® Xeon® Processor X5550 (2.66GHz, 8M Cache, 95 Watts, 1333MHz)			
	500658-B21	Memory for 1st processor - HP 4GB PC3-10600R 1x4GB 2Rank Memory			
	505878-B21	2nd processor - Quad-Core Intel® Xeon® Processor X5550 (2.66GHz, 8M Cache, 95 Watts, 1333MHz)			
	500658-B21	Memory for 2nd processor - HP 4GB PC3-10600R 1x4GB 2Rank Memory			
	468723-B21	Microsoft Windows Operating Systems - Microsoft® Windows® 2008 Server, Enterprise Edition 25 CALs (DVD Required) (Not Installed)			
		Storage controller - Embedded P410i (SAS Array Controller)			
		Drive cage - HP 4-Bay Small Form Factor Drive Cage			
	530888-B21	1st hard drive - HP 160GB 3G Hot Plug 2.5 SATA 7,200 rpm MDL Hard Drive			
	530888-B21	2nd hard drive - HP 160GB 3G Hot Plug 2.5 SATA 7,200 rpm MDL Hard Drive			
	534108-B21	Storage controller upgrade - HP 256MB P-Series Cache Model			
		Network card - Embedded HP NC382T Dual Port Multifunction Gigabit Server Adapter			
	532068-B21	Multimedia drive - HP 12.7mm SATA DVD-RW Drive			
	503296-2PS	Power supply - 2 HP 460W HE 12V Hotplug AC Power Supplies			
		Server management - Integrated Lights Out 2 (iLO 2) Standard Management			
		Warranty - HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day			
12.	U4497E	HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL360	1	\$551.00	\$551.00

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.



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Quote Number: 3996138-2

August 17, 2009

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Item	Part No.	Description	Qty.	Unit Price	Extended
SUB TOTAL :					\$7,273.00

TOTAL PRICE : \$34,412.00

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For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

* The monthly payment amount is for a lease commencing on or before 9/16/2009 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company.

Comments: **Cutler Bay Quotes**

Note: For detailed warranty information, please link to "URL" for more information www.hp.com/go/specificwarrantyinfo.
Sales taxes added where applicable. Freight is FOB Destination.



ONLINE PRICE QUOTATION

Quote Number: 3980402

Quote Name: Yani - DT

Today's Date : 8/3/2009 9:24:48 PM

Quote Created Date : 8/3/2009 9:24:37 PM

Created By: johnvra@cdwg.com

Contract: FL - PERSONAL COMPUTER & MONITORS (250-040-08-1)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

items/description	part no	unit price	qty	ext price
KP719AV - HP dc7900 Business Desktop Convertible Minitower (ENERGY STAR)	Base	\$604.01	5	\$3,020.05
HP Compaq dc7900 Convertible Minitower	KP719AV			
Genuine Windows Vista® Business + DG to XP Professional <u>custom installed</u> + Recovery CD	FF665AV#ABA			
DASH 1.0 Management Protocol (Only available w/E8xxx or Q9xxx SIPP Processors)	FQ224AV			
Intel® Core 2 Duo E8400 SIPP processor	KP738AV		3.0 GHz	
Intel® Q45 chipset integrated	Included			
2GB PC2-6400 (DDR2-800) 2x1GB	KV969AV			
No Item Selected	Included			
160GB SATA NCQ HDD SMART IV 1st	KV926AV			
No Item Selected	Included			
No Item Selected	Included			
No Item Selected	Included			
No Item Selected	Included			
ATI Radeon HD 3470 256MB SH PCIe Card - 1st	KW352AV			
No Item Selected	Included			
SATA 16X SuperMulti LightScribe (Not available for CMT or SFF if Removable Hard drive selected from 1st hard drive)	KV956AV			
No Item Selected	Included			

WORK STATIONS

Integrated Intel 82567LM Gigabit Network Connection	Included			
HP USB Standard Keyboard	GD779AV#ABA			
HP USB 2-Button Optical Scroll Mouse	GD529AV			
No Item Selected	Included			
No Item Selected	Included			
HP dc7900 Country Kit (Includes Quick Setup and Getting Started manual in English and country-specific power cord)	KW004AV#ABA			
No Item Selected	Included			
No Item Selected	Included			
No Item Selected	Included			
No Item Selected	Included			
dc7900 Convertible Minitower chassis w/std. PSU	KP727AV			
HP 3-3-3 (parts/labor/next business day on-site) warranty Convertible Minitower	KW040AV#ABA			
HP L2245wg 22-inch LCD Monitor	FL472AA#ABA	\$227.00	1	\$227.00
HP LCD Speaker Bar	EE418AA	\$15.00	1	\$15.00
				SubTotal : \$3,262.05
				Total : \$3,262.05

The terms and conditions of the FL - PERSONAL COMPUTER & MONITORS will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this quote was created, go to:
<http://gem.compaq.com/gemstore/entry.asp?SiteID=13395>

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472

Fax: 800-825-2329 Returns: 800-888-3224

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo.
Sales taxes added where applicable. Freight is FOB Destination.



**The Right Technology.
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www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
PND4940	10122896	8/07/2009

YANI RAMOS
B 10720 CARIBBEAN BLVD STE 105
L
L TOWN OF CUTLER BAY
T MIAMI, FL 33189-1257
O

Customer Phone # 3052344262

TOWN OF CUTLER BAY
S 10720 CARIBBEAN BLVD STE 105
H
I
P YANI RAMOS
T MIAMI, FL 33189-1257
O Contact: YANI RAMOS 305-234-4262

Customer P.O.# KVM AND LCD CONQUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JOHN VRABLIK 877-466-6333	FEDEX Ground	MasterCard/Visa Go	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1005510	AVOCENT AUTOVIEW3100 1 DIG/ILOC KVM Mfg#: AVO-AV3100-001 Contract: MARKET	800.00	800.00
1	1143735	AVOCENT 1U 15" LCD KB CONSOLE Mfg#: AVO-LCD15SRP-001 Contract: MARKET	800.00	800.00
14	801269	AVOCENT 7FT USB CAT5 INTEGRATED ACCE Mfg#: AVO-USBIAC-7 Contract: MARKET	37.00	518.00
2	801268	AVOCENT 7FT PS2 CAT5 INTEGRATED ACCE Mfg#: AVO-PS2IAC-7 Contract: MARKET	35.00	70.00
			SUBTOTAL	2188.00
			FREIGHT	.00
			SALES TAX	.00

TOTAL **US Currency**
2,188.00

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515

DELL**QUOTATION****QUOTE #: 501162179****Customer #: 69687935****Contract #: 70137****Customer Agreement #: Dell Std Terms****Quote Date: 8/7/09****Date: 8/7/09 4:06:03 PM****Customer Name: TOWN OF CUTLER BAY**

TOTAL QUOTE AMOUNT:	\$16,081.59		
Product Subtotal:	\$16,046.59		
Tax:	\$0.00		
Shipping & Handling:	\$35.00		
Shipping Method:	3rd Day	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$16,046.59	GROUP TOTAL: \$16,046.59
			<i>server 1</i>
Base Unit:	PowerEdge R710 with Chassis for Up to Six 3.5-Inch Hard Drives (224-4846)		
Processor:	PowerEdge R710 Shipping (330-4124)		
Memory:	24GB Memory (6x4GB), 1333MHz Dual Ranked RDIMMs for 2 Processors, Optimized (317-0236)		
Monitor:	Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)		
Video Card:	X5550 Xeon Processor, 2.66GHz 8M Cache, Turbo, HT, 1333MHz Max Mem (317-1203)		
Video Memory:	X5550 Xeon Processor, 2.66GHz 8M Cache, Turbo, HT, 1333MHz Max Mem (317-1215)		
Video Memory:	PowerEdge R710 Heat Sinks for 2 Processors (317-1213)		
Hard Drive:	160GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8726)		
Hard Drive Controller:	PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe256MB Cache, x6 Chassis (341-9152)		
Floppy Disk Drive:	Power Saving BIOS Setting (330-3491)		
Operating System:	Windows Server 2003 Enterprise Edition Includes 25 CALs, 2008 Media (421-0042)		
Modem:	iDRAC6 Enterprise (467-8648)		
CD-ROM or DVD-ROM Drive:	DVD+/-RW, SATA, Internal (313-7518)		
Sound Card:	Bezel (313-7517)		
Speakers:	Riser with 2 PCIe x8 + 2 PCIe x4 Slot (320-7886)		
Documentation Diskette:	Dell Management Console (330-5280)		
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit (330-3485)		
Additional Storage Products:	160GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8726)		
Feature	RAID 1/RAID 5 for PERC 6/i Controller (341-8704)		
Feature	Sliding Ready Rails With Cable Management Arm (330-3477)		
Service:	Dell Hardware Limited Warranty Extended Year (993-8458)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-8447)		
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 2Year Extended (992-8282)		
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (993-2320)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 3 Year (992-8322)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)		

Installation:	On-Site Installation Declined (900-9997)
Misc:	High Output Power Supply Redundant, 870W (330-3475)
Misc:	500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8728)
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8728)
Misc:	500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8728)
Misc:	500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive (341-8728)
Misc:	Microsoft SQL Server 2008 Standard (2Socket), OEM, NFI Includes Media (420-9785)

SALES REP:	Andrew Wilhelm	PHONE:	1800-981-3355
Email Address:	Andrew_Wilhelm@Dell.com	Phone Ext:	7235176

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DELL**QUOTATION****QUOTE #: 501161742****Customer #: 69687935****Contract #: 70137****Customer Agreement #: Dell Std Terms****Quote Date: 8/7/09****Date: 8/7/09 4:06:05 PM****Customer Name: TOWN OF CUTLER BAY**

TOTAL QUOTE AMOUNT:	\$7,391.26		
Product Subtotal:	\$7,356.26		
Tax:	\$0.00		
Shipping & Handling:	\$35.00		
Shipping Method:	3rd Day	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$7,356.26	GROUP TOTAL: \$7,356.26
			<i>Server 2</i>
Base Unit:	PowerEdge R610 with Chassis for Up to Six 2.5-Inch Hard Drives (224-4848)		
Processor:	PowerEdge R610 Shipping (330-4122)		
Memory:	12GB Memory (6x2GB), 1333MHz Dual Ranked UDIMMs for 2 Processors, Optimized (317-0361)		
Monitor:	Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)		
Video Card:	X5550 Xeon Processor, 2.66GHz 8M Cache, 6.40 GT/s QPI, TurboHT (317-0202)		
Video Memory:	X5550 Xeon Processor, 2.66GHz 8M Cache, Turbo, HT, 1333MHz Max Mem (317-1215)		
Video Memory:	PowerEdge R610 Heat Sinks for 2 Processors (317-0211)		
Hard Drive:	160GB 7.2K RPM SATA 2.5 inch Hot Plug Hard Drive (341-8724)		
Hard Drive Controller:	PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe256MB Cache (341-9254)		
Floppy Disk Drive:	Power Saving BIOS Setting (330-3491)		
Operating System:	Windows Server 2003 EnterpriseEdition Includes 25 CALs, 2008Media (421-0042)		
Modem:	iDRAC6 Enterprise (467-8648)		
CD-ROM or DVD-ROM Drive:	DVD+/-RW, SATA, Internal (313-7518)		
Sound Card:	Bezel (313-7534)		
Documentation Diskette:	Dell Management Console (330-5280)		
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit (330-3523)		
Additional Storage Products:	160GB 7.2K RPM SATA 2.5 inch Hot Plug Hard Drive (341-8724)		
Feature	RAID 1 for PERC 6/i or SAS 6/iR Controllers (341-8755)		
Feature	Sliding Ready Rails With CableManagement Arm (330-3520)		
Service:	Dell Hardware Limited Warranty Extended Year (993-9458)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-9457)		
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 2Year Extended (993-0092)		
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (993-3790)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 3 Year (993-0132)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)		
Installation:	On-Site Installation Declined (900-9997)		

Misc:	High Output Power Supply Redundant, 717W (330-3518)
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)

SALES REP:	Andrew Wilhelm	PHONE:	1800-981-3355
Email Address:	Andrew_Wilhelm@Dell.com	Phone Ext:	7235176

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DELL**QUOTATION**

QUOTE #: 501161234

Customer #: 69687935

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 8/7/09

Date: 8/7/09 4:06:06 PM

Customer Name: TOWN OF CUTLER BAY

TOTAL QUOTE AMOUNT:	\$7,391.26		
Product Subtotal:	\$7,356.26		
Tax:	\$0.00		
Shipping & Handling:	\$35.00		
Shipping Method:	3rd Day	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$7,356.26	GROUP TOTAL: \$7,356.26
			<i>School 3</i>
Base Unit:	PowerEdge R610 with Chassis for Up to Six 2.5-Inch Hard Drives (224-4848)		
Processor:	PowerEdge R610 Shipping (330-4122)		
Memory:	12GB Memory (6x2GB), 1333MHz Dual Ranked UDIMMs for 2 Processors, Optimized (317-0361)		
Monitor:	Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)		
Video Card:	X5550 Xeon Processor, 2.66GHz 8M Cache, 6.40 GT/s QPI, TurboHT (317-0202)		
Video Memory:	X5550 Xeon Processor, 2.66GHz 8M Cache, Turbo, HT, 1333MHz Max Mem (317-1215)		
Video Memory:	PowerEdge R610 Heat Sinks for 2 Processors (317-0211)		
Hard Drive:	160GB 7.2K RPM SATA 2.5 inch Hot Plug Hard Drive (341-8724)		
Hard Drive Controller:	PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe256MB Cache (341-9254)		
Floppy Disk Drive:	Power Saving BIOS Setting (330-3491)		
Operating System:	Windows Server 2003 Enterprise Edition Includes 25 CALs, 2008Media (421-0042)		
Modem:	iDRAC6 Enterprise (467-8648)		
CD-ROM or DVD-ROM Drive:	DVD+/-RW, SATA, Internal (313-7518)		
Sound Card:	Bezel (313-7534)		
Documentation Diskette:	Dell Management Console (330-5280)		
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit (330-3523)		
Additional Storage Products:	160GB 7.2K RPM SATA 2.5 inch Hot Plug Hard Drive (341-8724)		
Feature	RAID 1 for PERC 6/i or SAS 6/iR Controllers (341-8755)		
Feature	Sliding Ready Rails With CableManagement Arm (330-3520)		
Service:	Dell Hardware Limited Warranty Extended Year (993-9458)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-9457)		
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 2Year Extended (993-0092)		
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (993-3790)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 3 Year (993-0132)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)		
Installation:	On-Site Installation Declined (900-9997)		

Misc:	High Output Power Supply Redundant, 717W (330-3518)
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)

SALES REP:	Andrew Wilhelm	PHONE:	1800-981-3355
Email Address:	Andrew_Wilhelm@Dell.com	Phone Ext:	7235176

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DELL**QUOTATION**

QUOTE #: 501163453

Customer #: 69687935

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 8/7/09

Date: 8/7/09 4:12:04 PM

Customer Name: TOWN OF CUTLER BAY

TOTAL QUOTE AMOUNT:	\$4,596.45		
Product Subtotal:	\$4,321.45		
Tax:	\$0.00		
Shipping & Handling:	\$275.00		
Shipping Method:	3rd Day	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 5	SYSTEM PRICE: \$864.29	GROUP TOTAL: \$4,321.45
			<i>WORKSTATIONS</i>
Base Unit:	Opti 360, Minitower Base (224-0471)		
Processor:	Core 2 Duo E7400/2.80GHz, 3M 1066FSB (311-9932)		
Memory:	2.0GB,Non-ECC,800MHz DDR2 2x1GB,OptiPlex 330 (311-7422)		
Keyboard:	Dell USB Keyboard,No Hot Keys English,Black,Optiplex (330-1987)		
Monitor:	Dell 22 Inch 2209WA Flat PanelMonitor,OptiPlex,Precision Latitude (320-7824)		
Video Card:	256MB nVidia GeForce 9300 GE Dual DVI/ VGA and TV Out,Full Height,Dell OptiPlex (320-7994)		
Hard Drive:	160GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex (341-5096)		
Floppy Disk Drive:	No Floppy Drive with Optical Filler Panel,Dell OptiPlex 320and 330 Minitower (341-3839)		
Operating System:	Windows XP PRO SP3 with Windows Vista Business LicenseEnglish,Dell Optiplex (420-9570)		
Operating System:	Vista Basic Downgrade Relationship Desktop (310-9162)		
Mouse:	Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex (330-2733)		
CD-ROM or DVD-ROM Drive:	16X DVD-ROM SATA,Data Only Dell OptiPlex 360, Black (313-6743)		
Sound Card:	Opti 360 Heat Sink,Minitower (330-2079)		
Speakers:	Dell AX510 black Sound Bar forUltraSharp Flat Panel DisplaysDell Optiplex/Precision/ Latitude (313-6414)		
Cable:	OptiPlex 360 Minitower Chassiswith Standard Power Supply (330-2077)		
Documentation Diskette:	Documentation,English,Dell OptiPlex (330-1710)		
Documentation Diskette:	Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)		
Factory Installed Software:	Energy Smart Settings,Dell OptiPlex (310-8344)		
Factory Installed Software:	Energy Smart Settings,Dell OptiPlex (310-8344)		
Factory Installed Software:	Energy Smart Settings,Dell OptiPlex (310-8344)		
Feature	No Resource DVD for Dell Optiplex, Latitude, Precision (313-3673)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (990-7672)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (990-9710)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (992-1818)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (992-1817)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Misc:	Shipping Material for System Smith Minitower,Dell OptiPlex (330-1186)		

SALES REP:	Johnathan Otero	PHONE:	800-274-0696
Email Address:	Johnathan_Otero@Dell.com	Phone Ext:	2169812

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DELL**QUOTATION****QUOTE #: 501351556****Customer #: 69687935****Contract #: 70137****Customer Agreement #: Dell Std Terms****Quote Date: 8/10/09****Date: 8/10/09 7:25:30 AM****Customer Name: TOWN OF CUTLER BAY**

TOTAL QUOTE AMOUNT:	\$10,722.66		
Product Subtotal:	\$10,652.66		
Tax:	\$0.00		
Shipping & Handling:	\$70.00		
Shipping Method:	3rd Day	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: \$5,326.33	GROUP TOTAL: \$10,652.66
			<i>server 4+5</i>
Base Unit:	PowerEdge R610 with Chassis for Up to Six 2.5-Inch Hard Drives (224-4848)		
Processor:	PowerEdge R610 Shipping (330-4122)		
Memory:	12GB Memory (6x2GB), 1333MHz Dual Ranked UDIMMs for 2 Processors, Optimized (317-0361)		
Monitor:	Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)		
Video Card:	X5550 Xeon Processor, 2.66GHz 8M Cache, 6.40 GT/s QPI, TurboHT (317-0202)		
Video Memory:	X5550 Xeon Processor, 2.66GHz 8M Cache, Turbo, HT, 1333MHz Max Mem (317-1215)		
Video Memory:	PowerEdge R610 Heat Sinks for 2 Processors (317-0211)		
Hard Drive:	160GB 7.2K RPM SATA 2.5 inch Hot Plug Hard Drive (341-8724)		
Hard Drive Controller:	PERC 6/i SAS RAID Controller 2x4 Connectors, Internal, PCIe256MB Cache (341-9254)		
Floppy Disk Drive:	Power Saving BIOS Setting (330-3491)		
Operating System:	Windows Server 2008, Standard x64, Incl Hyper-V, Incl 5 CALs (420-8354)		
Modem:	iDRAC6 Enterprise (467-8648)		
CD-ROM or DVD-ROM Drive:	DVD+/-RW, SATA, Internal (313-7518)		
Sound Card:	Bezel (313-7534)		
Documentation Diskette:	Dell Management Console (330-5280)		
Documentation Diskette:	Electronic System Documentation and OpenManage DVD Kit (330-3523)		
Additional Storage Products:	160GB 7.2K RPM SATA 2.5 inch Hot Plug Hard Drive (341-8724)		
Feature	RAID 1 for PERC 6/i or SAS 6/iR Controllers (341-8755)		
Feature	Sliding Ready Rails With CableManagement Arm (330-3520)		
Service:	Dell Hardware Limited Warranty Extended Year (993-9458)		
Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-9457)		
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, 2Year Extended (993-0092)		
Service:	Pro Support for IT: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (993-3790)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 3 Year (993-0132)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)		
Installation:	On-Site Installation Declined (900-9997)		

Misc:	High Output Power Supply Redundant, 717W (330-3518)
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)

SALES REP:	Andrew Wilhelm	PHONE:	1800-981-3355
Email Address:	Andrew_Wilhelm@Dell.com	Phone Ext:	7235176

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DELL**QUOTATION**

QUOTE #: 501351841

Customer #: 69687935

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 8/10/09

Date: 8/10/09 7:25:31 AM

Customer Name: TOWN OF CUTLER BAY

UPS

TOTAL QUOTE AMOUNT:	\$2,149.99		
Product Subtotal:	\$2,069.99		
Tax:	\$0.00		
Shipping & Handling:	\$80.00		
Shipping Method:	3rd Day	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
SMART-UPS RT 3000VA 120V NEMA L5-30P 8OUT (A1982746)	1	\$2,069.99	\$2,069.99
Number of S & A Items: 1		S&A Total Amount: \$2,069.99	

SALES REP:	Johnathan Otero	PHONE:	800-274-0696
Email Address:	Johnathan_Otero@Dell.com	Phone Ext:	2169812

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on

"Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a [State Environmental Fee](#) will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

DELL**QUOTATION**

QUOTE #: 501174944

Customer #: 69687935

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 8/7/09

Date: 8/10/09 7:33:53 AM

Customer Name: TOWN OF CUTLER BAY

TOTAL QUOTE AMOUNT:	\$2,143.50		
Product Subtotal:	\$2,143.50		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
OFFICE PROFESSIONAL PLUS 2007 ENG OLP NL LOCL GOVT (A0767038)	5	\$343.19	\$1,715.95
GOVT OLP ENG WIN TRMNL SVCS CAL LIC SA PACK NL LOCL USER CAL (A1533635)	5	\$85.51	\$427.55
Number of S & A Items: 2		S&A Total Amount: \$2,143.50	

SALES REP:	jeanette_crossdale	PHONE:	18662149556
Email Address:	jeanette_crossdale@dell.com	Phone Ext:	7417697

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

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"Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a [State Environmental Fee](#) will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

DELL**QUOTATION**

QUOTE #: 501422153

Customer #: 69687935

Contract #: 70137

Customer Agreement #: Dell Std Terms

Quote Date: 8/10/09

Date: 8/11/09 2:21:23 PM

Customer Name: TOWN OF CUTLER BAY

TOTAL QUOTE AMOUNT:	\$2,346.47		
Product Subtotal:	\$2,266.47		
Tax:	\$0.00		
Shipping & Handling:	\$80.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
RBC44 Replacement Battery Cartridge Black (A0475508)	1	\$413.99	\$413.99
17 Dual-Rail LCD Rack Console with 16-Port KVM Switch (A2118376)	1	\$1,675.79	\$1,675.79
16-Port RJ-45 10 100 1000 Mbps Gigabit Ethernet Switch (A0373646)	1	\$176.69	\$176.69
Number of S & A Items: 3		S&A Total Amount: \$2,266.47	

SALES REP:	jeanette_crossdale	PHONE:	18662149556
Email Address:	jeanette_crossdale@dell.com	Phone Ext:	7417697

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on

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TAB 7



Office of the Mayor and Town Council

Paul S. Vrooman
Mayor

Edward P. MacDougall
Vice Mayor

Timothy J. Meerbott
Councilmember – Seat 1

Ernest N. Sochin
Councilmember – Seat 2

Peggy R. Bell
Councilmember – Seat 3

MEMORANDUM

To: Honorable Mayor and Town Council

From: Honorable Councilmember Bell

Date: September 16, 2009

Re: **Parks and Recreation Advisory Committee**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF ADDITIONAL MEMBERS TO THE PARKS AND RECREATION ADVISORY COMMITTEE; AND EXPANDING THE DUTIES OF THE PARKS AND RECREATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

Background and Analysis

In 2007 the Town established a special events citizen advisory committee. After six months of study the committee produced a report for the council. Some members of the committee continued to volunteer for the Town as an unofficial committee.

Because these citizens would like to continue to assist the Town in establishing and producing events that will enhance the image of the Town, yet are unable to do so in an official manner, we believe they would serve the Town best as members of an expanded Parks and Recreation Citizen Advisory Committee.

The events volunteers who respectfully request to be a part of the Parks and Recreation Advisory Committee are:

Ralph Geronimo, Terry Long, Miriam Mayoral, Pat Fulton, and Art Nanni.

As your liaison to the Parks and Recreation Citizen Advisory Committee I urge your favorable consideration in appointing these members to the committee.

RESOLUTION NO. 09-___

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF ADDITIONAL MEMBERS TO THE PARKS AND RECREATION ADVISORY COMMITTEE; AND EXPANDING THE DUTIES OF THE PARKS AND RECREATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") currently has a citizens committee to advise the Town Council with regard to parks and recreational facilities within the Town, and to make recommendations to the Town concerning development and usage of such parks and recreational facilities; and

WHEREAS, the Town Council deems it beneficial to the community to provide programs and events that will enhance the image of the Town and endeavor to meet the needs of all of its citizens; and

WHEREAS, the Town Council is desirous of expanding the duties of the Parks and Recreation Advisory Committee to include Town community events and cultural programs; and

WHEREAS, these expanded duties would require additional members being appointed to the Parks and Recreation Advisory Committee in order to assist with the new duties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2. Additional Responsibility. The Town Council hereby modifies the duties of the Parks and Recreation Advisory Committee to include the planning and organization of Town events and cultural programs.

Section 3. Additional Appointments and Term of Service of All Appointees. The Council shall appoint five (5) additional members who shall be chosen by each Councilmember nominating one member from a list of persons who volunteer by advising the Town Manager or a Councilmember of their interest in serving on said Committee. All members of the Committee, including all current members and new appointees, shall serve at the pleasure of the Council Member who appointed the member for a period of one year from the effective date of this resolution unless removed earlier by the appointing Council Member.

Section 4. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this ____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	_____
Vice Mayor Edwards P. MacDougall	_____
Councilmember Peggy R. Bell	_____
Councilmember Timothy J. Meerbott	_____
Councilmember Ernest N. Sochin	_____

TAB 8



Community Development Department

David Hennis
Director

MEMORANDUM

To: Steven J. Alexander, Town Manager

From: David Hennis, Community Development Director

Date: August 10, 2009

Re: East Ridge Retirement Village Sign Variance
V2009-001

East Ridge Retirement Village, Inc has submitted a sign variance application for the retirement village property located at 19301 SW 87th Avenue. The variance seeks relief from Code Section 33-100.1, which limits the size of a monument sign in an AU Agricultural district to 24 square feet and Code Section 33-111, which limits the size of a directional sign to 3 square feet and 4 feet in height. The variance application requests a monument sign 88 square feet [3.5 times larger than the code allows] and a directional sign 75 square feet and 6 feet in height [25 times larger and 2 feet in height taller than the code allows].

The monument sign is of concrete block and stucco construction, 7.5 feet in height and 16 feet in width and placed perpendicular to the SW 87th Avenue entry. The sign entails the use of columns and decorative stone caps. The directional sign is of the same construction, 6 feet in height and 15 feet in width and placed approximately 155 feet internal to the SW 87th Avenue entry and provides direction to the various buildings on-site.

The site presently has two identification signs mounted on the walls at the SW 87th Avenue entry. These signs will have to be removed prior to installation of any new signage.

Town Council Review Standards

Section 33-120.13 of the Code of Ordinances requires the following considerations in support of sign variance applications.

(1) Special conditions and circumstances exist which are peculiar to the land on which the sign is proposed and these conditions and/or circumstances are not applicable to other lands in the same zoning district.

Staff Evaluation

The subject property is a 70+ acre adult congregate care facility. This places somewhat unique and special conditions on the tract.

(2) The special conditions and circumstances do not result from the actions of the applicant.

Staff Evaluation

The special conditions and circumstances generally result from the actions of the applicant in the construction of the facility and not the uniqueness of the site.

(3) The granting of the variance will not confer upon the applicant any special privilege that is denied by this code to others in the same zoning district.

Staff Evaluation

The size and scale of the proposed signs are inconsistent with the code and surrounding properties and may confer a special privilege if granted.

(4) Literal interpretations of the provisions of the sign code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the code and would result in an unnecessary and undue hardship on the applicant.

Staff Evaluation

Literal interpretation of the code limits signage in the AU, Agricultural district to a maximum of 24 square feet; a limitation that existed prior to adoption and incorporation and also applies to educational campus and hospital facilities.

(5) The grant of the variance is not contrary to the intent of the sign regulations or Chapter 33 Article VI of the Code of Ordinances, as applicable, will be in harmony with the purpose of this Article, and will not be injurious to the area involved or otherwise detrimental to the public welfare.

Staff Evaluation

The approval of this request will not have an adverse impact on the environment or the economy of the Town. However the request may negatively impact community aesthetics by allowing signage significantly larger than the code permits.

TOWN STAFF RECOMMENDATION:

Denial of the monument sign variance request.

Denial of the directional sign variance request.



RESOLUTION NO. 09-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SIGN VARIANCE FOR EAST RIDGE RETIREMENT VILLAGE INC., LOCATED AT 19301 S.W. 87TH AVENUE, TO PERMIT A MONUMENT SIGN OF 88 SQUARE FEET WHERE 24 SQUARE FEET IS PERMITTED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, East Ridge Retirement Village Inc. (the “Applicant”) has submitted an application, pursuant to Section 33-120.13 of the Town of Cutler Bay (the “Town”) Code of Ordinances (the “Town Code”), to vary Section 33-100.1 of the Town Code relating to signs, to permit a monument sign of 88 feet where 24 feet is permitted, as shown in site plan application SP-2009-001, for the property located at 19301 S.W. 87th Avenue; and

WHEREAS, staff recommended denial of the requested variance, in its report dated August 10, 2009; and

WHEREAS, public notice was provided in accordance with law; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of Variance. The Town Council hereby approves the request by the Applicant, to vary the provisions of Section 33-100.1 of the Town Code to permit a monument sign of 88 feet where 24 feet is permitted, as shown in site plan application SP-2009-001, for property located at 19301 S.W. 87th Avenue

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	_____
Vice Mayor Edward P. MacDougall	_____
Councilmember Peggy R. Bell	_____
Councilmember Timothy J. Meerbott	_____
Councilmember Ernest N. Sochin	_____



September 4, 2009

Mr. David Hennis
Director of Community Development
Town of Cutler Bay
10720 Caribbean Blvd
Suite 110
Cutler Bay, Florida 33189

RE: Proposed New Campus Entrance Sign for East Ridge Retirement Village

Dear Mr. Hennis,

In accordance with the Town Council deferment of August 19, 2009, enclosed please find more detailed images of the proposed new campus entrance sign for East Ridge Retirement Village.

We appreciate the continued consultation with Community Development staff. The proposed sign has a physical surface of 88 Square Feet inclusive of pediment and decorative columns.

We look forward to Town Council consideration at their September 23, 2009 meeting.

Kind Regards,

A handwritten signature in blue ink, appearing to read "S. Breitinger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

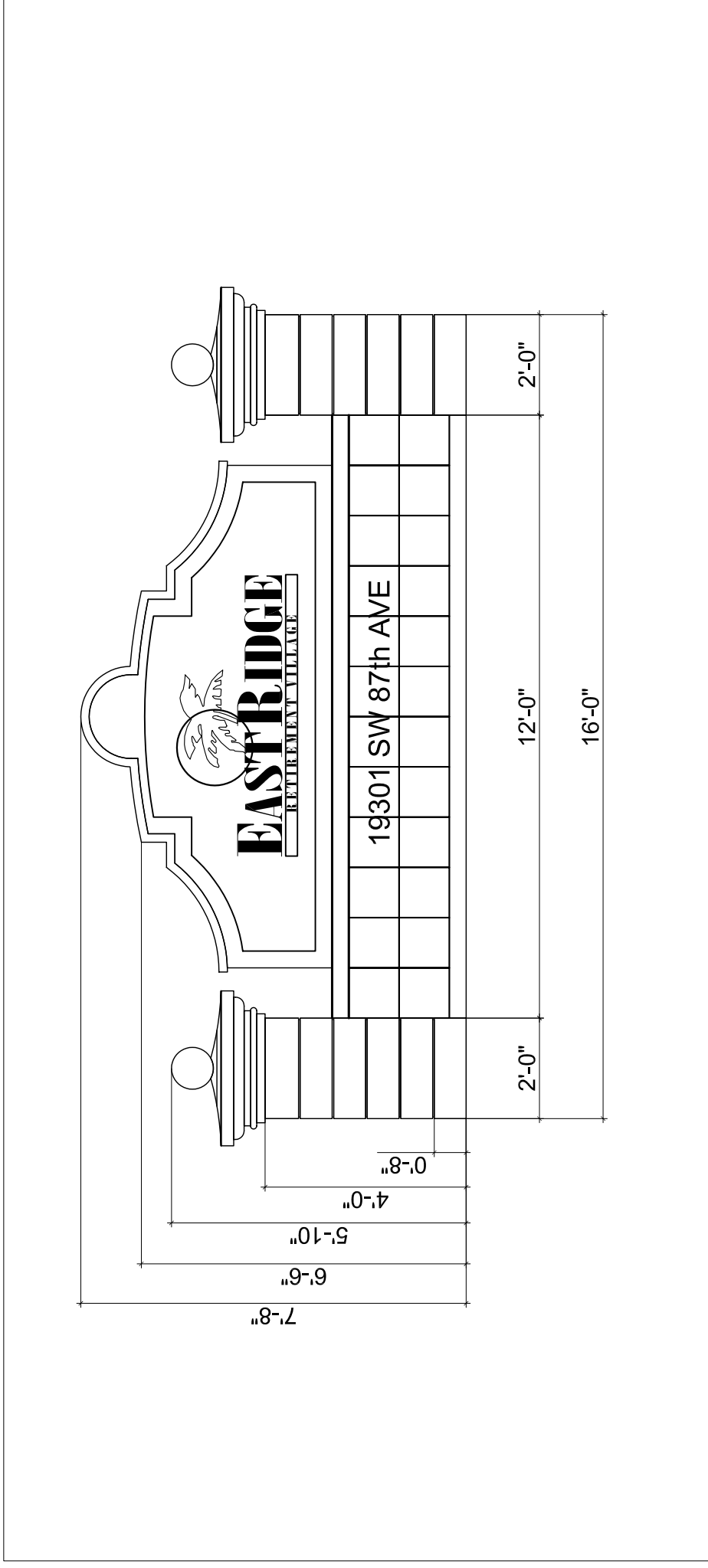
Sharon Breitinger, AR 13601 / CGC 54440
Director, Design and Construction Services, SantaFe HealthCare

CC: Victoria Duval
Simon Ferro

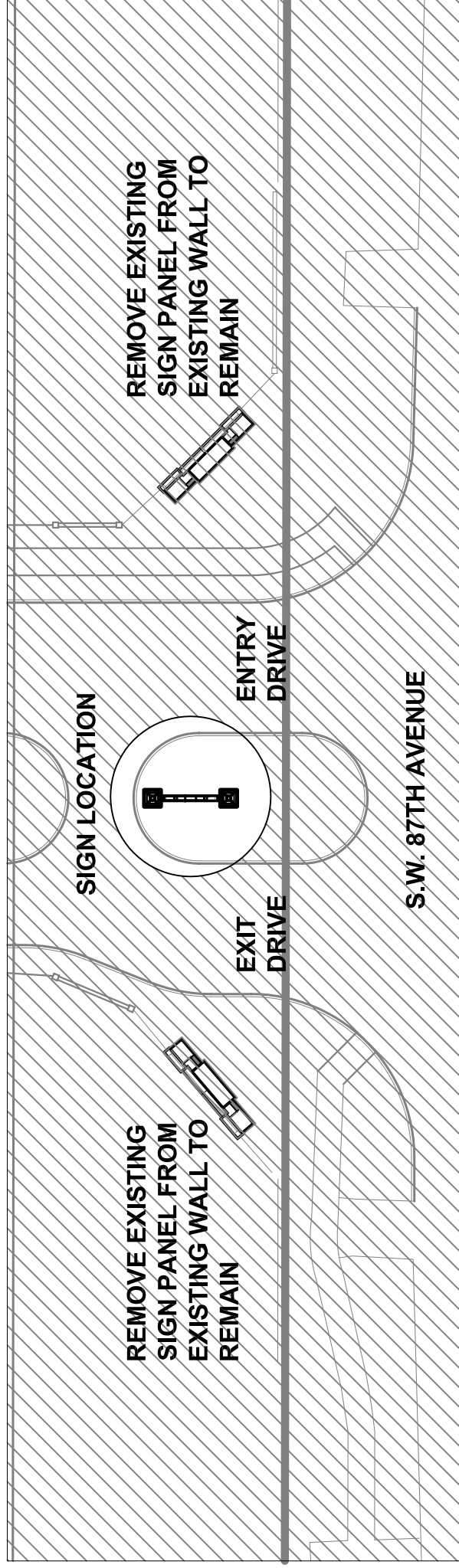


EAST RIDGE

RESORTS & VACATION



**NEW MEDIAN SIGN ELEVATION
NOT TO SCALE**



NEW DOUBLE SIDED SIGN PANEL IN MEDIAN

LIGHT POLE TO BE
REMOVED

(3) EXISTING QUEEN
PALMS TO BE REMOVED

STUCCO COLUMNS,
STUCCO CAP AND
SMOOTH STUCCO WALL

LIMESTONE FACING ON
BASE OF SIGN PANEL

NEW COLORFUL
SHRUBS AND
GROUND COVER

INDIVIDUAL RAISED LETTERING

POTENTIAL FOR NEW SIGN PANEL IN
MEDIAN TO REPLACE EXISTING SIGN
PANEL WALLS



NEW DOUBLE SIDED SIGN PANEL IN MEDIAN

TAB 9

ORDINANCE NO. 09-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REVISING ORDINANCE 06-22 TO PROVIDE FOR THE DISPOSITION OF SURPLUS MATERIALS VALUED AT LESS THAN \$5,000.00; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 6, 2006 the Town Council of the Town of Cutler Bay (the “Town”) adopted Town Ordinance 06-22 which created the Town’s purchasing regulations; and

WHEREAS, included in Town Ordinance 06-22 were provisions that dealt with the disposition of surplus property; and

WHEREAS, the Town Council desires to amend Town Ordinance 06-22 to include streamlined provisions for the disposition of surplus property which is valued at less than \$5000.00 in order to allow for the more expedient and cost-effective liquidation of those lower-valued items; and

WHEREAS, the Town finds that this Ordinance will promote the health, safety and welfare of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS¹:

Section 1. Findings. The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment to Ordinance 06-22² of the Town Code. The Town Council of the Town of Cutler Bay hereby amends Section 7 of Ordinance 06-22 of the Town Code of Ordinances as follows:

VIII. Surplus property.

Any property owned by the Town which has become obsolete, or which has outlived its usefulness, or which has become inadequate for the public purposes for which it

¹ Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

² Pursuant to the Town charter, the Town code consists of the applicable provisions of the Miami Dade County code as they existed on the date of the Town’s incorporation and as amended from time to time by the Town Council.

was intended, or which is no longer needed for public purposes, or which item or property whose disposal may enhance the public health safety or welfare, may be disposed of in accordance with procedures established by the Town Manager, so long as the property has been declared surplus by a resolution of the Town Council. All property meeting the criteria of this section but valued at under \$5,000.00 may be disposed of by the Town Manager without a Town Council resolution.

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Inclusion in the Code. It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this _____ day of _____, 2009.

PASSED AND ADOPTED on second reading this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	_____
Vice Mayor Edward P. MacDougall	_____
Councilmember Peggy R. Bell	_____
Councilmember Timothy J. Meerbott	_____
Councilmember Ernest N. Sochin	_____