MIAMI-DADE COUNTY
FINAL OFFICIAL MINUTES
Naranja Lakes Community Redevelopment Agency (NLCRA)

Naranja Branch Library
Conference Room
14850 S.W. 280 Street
Miami, Florida

November 16, 2009
As Advertised

Harvey Ruvin, Clerk
Board of County Commissioners

Diane Collins, Acting Division Chief
Clerk of the Board Division

Jill Thornton, Commission Reporter
(305) 375-2505

CLERK'S SUMMARY AND OFFICIAL MINUTES
NARANJA LAKES
COMMUNITY REDEVELOPMENT AGENCY (CRA)
NOVEMBER 16, 2009

The Naranja Lakes Community Redevelopment Agency (CRA) Board convened in the Naranja Branch Library Conference Room, 14850 S.W. 280th Street, Miami, Florida, at 6:00 p.m. on November 16, 2009; there being present upon roll call: Interim Chairperson Kenneth Forbes, Mr. Charles Lopez, Ms. Keri-Lyn Coleman, Mr. Stuart Archer and Mr. Moe Hakssa (Ms. Marlene Volkert, Mr. Rene Infante and Mr. Daniel Lipe were absent). Staff members present were Mr. Jorge Fernandez, Office of Strategic Business Management (OSBM) Coordinator; Mr. Jason Rodriguez, CRA Analyst, OSBM; and Deputy Clerk Jill Thornton.

I. Meeting Call to Order and Roll Call

Interim Chairperson Forbes called the CRA meeting to order at 6:00 p.m.

Upon roll call, and a quorum being present, the Board proceeded to consider tonight's agenda.

For the record, Mr. Jorge Fernandez noted the following excused absences from tonight's meeting: Ms. Marlene Volkert, Mr. Rene Infante who was on vacation, and Mr. Daniel Lipe, who had a conflict of schedules.

II. Approval of the Minutes
October 26, 2009 Regular Meeting

It was moved by Mr. Archer that the minutes of the October 26, 2009 CRA meeting be approved, with an amendment as noted by Mr. Forbes to correctly spell the name Congresswoman Ileana Ros-Lehtinen in the second sentence on page 11. This motion was seconded by Mr. Hakssa, and upon being put to a vote, passed unanimously by those members present.

III. Approval of Agenda

Mr. Archer requested an item be added to tonight's agenda for staff to provide a status report on the construction of the proposed bridge at SW 280th Street.

Mr. Forbes noted the report would be added under New Business as Item 2.a.

It was moved by Mr. Archer that the agenda for tonight's meeting be approved as amended to add under Old Business, Item 2.a., for a status report on the construction of the bridge at SW 280th Street. This motion was seconded by Ms. Coleman, and upon being put to a vote, passed unanimously by those members present.

IV. Open Forum for Public Comments

Mr. Forbes opened the floor for public input, and requested that speakers limit their comments to two minutes. Seeing no one wishing to speak, Mr. Forbes closed the public hearing.

V. Old Business

Community Policing

Mr. Forbes noted Miami-Dade Police Department Sergeant Ozzie Hernandez had not yet arrived to present the foregoing report. He suggested that if no one objected, the CRA accept the foregoing report submitted and allow Sergeant Hernandez to make comments upon his arrival.

Hearing no objection, the CRA Board, by motion duly made, seconded and carried, accepted the foregoing report as submitted.

Update on General Old Business

1. Heritage Village

Mr. Jorge Fernandez advised that the resolution approving the Section 32 Homeownership Plan for the Heritage Village project was reviewed by the Housing and Community Development Committee last month and forwarded favorably to the December 1st Board of County Commissioners (BCC) meeting for consideration and approval. He noted that once the resolution was approved by the BCC, he would ensure the Miami-Dade Housing Agency (MDHA) Director was present at the January CRA meeting to provide an update on U.S. Housing and Urban Development's (HUD's) processing of the application.

Mr. Archer expressed concern with the Heritage Village housing units remaining empty since Hurricane Andrew, and still not being utilized after improvements were made.

2. Mandarin Lakes Sales/Closing Report

Mr. Jorge Fernandez advised that a Mandarin Lakes Sales/Closing report was not submitted this month due to the closure of the Mandarin Lakes sales office; however, he understood the office would soon reopen.

Ms. Coleman advised that the sales office had reopened and that D.R. Horton Builders was in the process of building fifteen (15) new units.

3. Infrastructure Construction

Mr. Forbes advised that Mr. Ignacio Serralta, Construction Consultant for the CRA, would not be present at tonight's meeting, but submitted his report via email, and, if no one objected, the CRA could accept the report as submitted.

Hearing no objection, the CRA Board, by motion duly made, seconded and carried, accepted the foregoing report as submitted.

4. Mandarin Lakes Developer Update

Mr. Scott Hedge, Vice-President, Architecture and Planning, DeGuardiola Properties, appeared on behalf of Naranja Lakes Construction LLC, and noted the landscapers were currently in the process of installing final landscaping along the main roadways, which should be completed within the next three weeks. He also noted that the developer received a container with materials for constructing the gazebo in the north park and should begin constructing the gazebo soon and complete the parks quickly. Mr. Hedge further noted that one obstacle remained in the final review process for the Canal Street project plans, and once approved, this project should begin soon. He also noted the developer should begin implementing Phase II projects once the modifications to the Redevelopment Plan and Schedule of Values were finalized.

VI. New Business

1. Update on contract with Kennedy Wilson Management Company for Property Management Services.

Mr. Zelkowitz noted, pursuant to the CRA's approval and instructions at last month's CRA meeting, he met with Ms. Millie Fernandez, Owner of Kennedy Wilson Management Company, to negotiate a contract for the property management services of the CRA Community Center, and prepared an agreement that included the proposed management fee of $1,000 per month plus a provision for third-party contractor costs. Mr. Zelkowitz advised that the contract was signed by Ms. Fernandez and should be executed by the CRA tonight.

Ms. Millie Fernandez, Owner of Kennedy Wilson Management Company, appeared and introduced Ms. Sandra Surface, District Manager, and Ms. Petulia Schartz, Director of Facilities Management. She noted they were the members of the management team who would be dealing directly with the CRA.

In response to Mr. Archer's inquiry as to when the CRA could conduct its first meeting in the new CRA Community Center, Mr. Jorge Fernandez advised that a CRA meeting could be scheduled as early as December once the new management team was on board.

Ms. Fernandez asked to meet with staff first to discuss the set up and transition process for operating this facility.

2. Approval of MOUs with MDPD for Work Station and Community Policing Services

Mr. Zelkowitz presented a Memorandum of Understanding (MOU) between Miami-Dade Police Department (MDPD) and the NLCRA, allowing MDPD 24-hour access to the CRA Community Center to utilize a portion of the facility as a police work station for such purposes as preparing police reports. He noted this MOU had a term of three (3) years and was previously approved by

the CRA, but needed to be executed. Mr. Zelkowitz also presented a Renewal MOU between MDPD and the CRA for the community policing initiatives for FY 2009-10, which required the CRA's approval. He noted this MOU was just a renewal of the terms and conditions in previous MOUs for community policing services that had been ongoing for the past few years. Mr. Zelkowitz advised that the CRA committed to a $315,000 allocation in its FY 2009-10 Budget for community policing initiatives, which included additional operation sweeps, community-oriented policing details and other operations described in this document.

It was moved by Mr. Archer that the CRA approve the Renewal MOU between MDPD and the NLCRA for community policing initiatives as presented with modifications for FY 2009-10 as described therein. This motion was seconded by Mr. Hakssa, and upon being put to a vote, passed unanimously by those members present.

2. a. Status report on the SW 280th Street Bridge

Mr. Archer inquired of the status of the bridge to be constructed at SW 280th Street and whether this project could be expedited.

Mr. Jorge Fernandez noted the 280th Street Bridge was part of phase II projects included in the agreement between Mr. George DeGuardiola and Naranja Lakes Construction, LLC. He noted staff had been working with the developers and Legal Counsel on restating the Redevelopment Agreement and creating a new schedule of values that reflected modifications to projects in Phase I and II. He noted that not much work was left to complete the modified agreement, but staff needed to ensure that all existing landowners were part of the restated Redevelopment Agreement since many had changed from when this process began.

Mr. Archer pointed out the land owners who were linked to this bridge had not changed. He asked if the developers could proceed with the bridge project while modifications were being made to the Redevelopment Agreement.

Mr. Fernandez noted he believed that the bridge project could not be separated out from Phase II, and that the developers could not proceed with any portion of Phase II until the amendments to the Redevelopment Agreement were completed and finalized.

Mr. Archer commented that information on existing landowners could easily be obtained from the County public records. He asked about the timeframe to obtain this information.

Mr. Zelkowitz noted he was waiting for a response from the developers regarding the landowners. He also noted he was not aware of when the conveyances occurred; that the transactions might not be recorded in the public records data base yet and the simplest way to obtain this information was to request it from the developer.

Mr. Scott Hedge, Vice-President, Architecture and Planning, DeGuardiola Properties, noted the developers wanted to ensure the proposed changes to the plan of improvements for Phase II were palatable to the CRA before bringing them forward for approval. He also noted he had some discussion with staff regarding the modifications needed to avoid making the same mistakes as

made in Phase I and implementing projects that could have a fiscal impact on future maintenance costs or upkeep, but noted those modifications had not yet been finalized. Mr. Hedge further noted that he could sit with staff or a few CRA members as a committee to further negotiate the needed modifications and bring back a final recommendation to the CRA for consideration. He noted, as in Phase I, the developers recommended eliminating much of the street furniture and modifying the green area for the theatre, but wanted to ensure all parties approved the modifications before presenting a final recommendation to the CRA for approval, since it would require the County Commission's approval and they only wanted to submit it once.

Mr. Archer noted the CRA had been very cooperative with the developer in accomplishing the modifications to the Redevelopment Plan, but he felt the developer had not been as cooperative. He also noted that he had indicated on many occasions the CRA would like to see some work done, particularly with the SW 280th St Bridge, and he was very disappointed that nearly a year had gone by without much progress taking place.

Mr. Hedge noted he could not modify the Redevelopment Agreement, but could only make recommendations for modifying it, since it was a three-party agreement. He also noted he discussed his recommendations with staff, but would not bring back a final document for the CRA's approval until the changes were finalized by all concerned parties. Regarding the SW 280th St Bridge, Mr. Hedge advised that a contractor had been retained to construct the bridge, but he could not say whether this contractor would utilize a pool of local workers to help build the bridge since expertise was required to construct a bridge of this magnitude. He noted the developers had not necessarily slowed down the process, but needed to discuss with staff the needed modifications for restating the Redevelopment Agreement.

Mr. Archer stated he felt that a timeframe needed to be determined for this project, and that the delays were intolerable.

Mr. Hedge reminded the CRA members that the last contractor had to be terminated from the contract. He noted he would bring back a final document for the CRA's approval once all parties agreed to the needed modifications, but he would not commit to any date on their behalf. Mr. Hedge also noted that he and Mr. Zelkowitz did much of the legwork identifying thresholds that could be negotiated or waived in order to allow the developers to proceed with phase II; and although pending approval by the County Commission, the developers recommended modifications they felt would be appropriate in moving phase II forward.

Mr. Fernandez advised that staff had worked with Mr. Zelkowitz and the developers on restating the Redevelopment Agreement, but since a recent lawsuit was filed by the contractor, the County Attorney needed to review the agreement. He noted staff did a preliminary review of the schedule of values to determine modifications that would result in less maintenance costs, but those modifications had not yet been finalized. He also noted that staff finalized some modifications to landscaping and was moving the process forward, but still needed to resolve some issues with restating the Redevelopment Agreement.

Mr. Forbes noted although the process had been slow, he believed it was moving forward, and all concerned parties were still working together to restate the redevelopment agreement as the CRA Board requested.

3. Update on NLCRA FY 2009-10 Budget BCC Approval Process

Mr. Jorge Fernandez advised that the County's Housing and Community Development Committee reviewed the NLCRA FY 2009-10 Budget on November 10th, and forwarded it with a favorable recommendation to the December 1st Board of County Commission meeting for consideration and approval.

4. Submission of Meeting Dates Calendar for 2010

Mr. Forbes asked if a conflict existed between the February CRA meeting date scheduled in the proposed CRA Meeting Dates Calendar for 2010 and All Presidents Day, which he believed was celebrated on the fourth Monday of every February.

Mr. Jason Rodriguez noted the proposed calendar for 2010 was prepared in conjunction with the County's official calendar for all County observed holidays, and none of the scheduled CRA meeting dates should fall on those dates.

Mr. Charles Garcia noted the November 22 CRA Meeting in 2010 fell in the same week in which Thanksgiving Day holiday was celebrated, and suggested that date be changed.

Following discussion, it was moved by Mr. Archer that the CRA accept the foregoing proposed CRA Meeting Dates Calendar for 2010 as amended to reflect the November 2010 CRA Meeting date as November 15 in lieu of November 22; and to reschedule the February 22 CRA meeting date to another Monday if a conflict existed with All Presidents Day. This motion was seconded by Ms. Coleman, and upon being put to a vote, passed unanimously by those members present.

Non-Agenda

Ms. Rachel Bach, Economic Development Coordinator for the CRA, provided an update on the 2009 Florida Redevelopment Association (FRA) Conference she and Ms. Morey attended. She noted due to the current economy, most CRAs were exploring projects which could be done with less money; and all CRAs were recommended to consider implementing strategies, review/amend their CRA plans, and review/update their previous slum and blight studies in order to be prepared when the economy rebounded. She also noted that social strategies and redevelopment activities with a focus on infrastructure were discussed at this conference. Ms. Bach further noted she learned of one community which directed all of its resources towards improving infrastructure, providing social services, building self-sustainable communities and helping people rebuild their homes. She concluded by noting the FRA Conference, overall, was a very good conference, which provided many tools and ideas that all CRAs could use since CRAs statewide were dealing with economic distress.

Additionally, Ms. Bach provided an update on the activities she had been involved in since the CRA approved the Program Strategy and Implementation Plan. She noted she was assisting the Planning and Vision Subcommittee to create additional committees that could address educational, social service and housing issues as well as identify specific needs and agencies related to these areas. She also noted while doing research on educational issues, she found that nearly half of the children residing in the CRA District and all the children residing in the Waterside and Sea Pines communities were attending Mandarin Lakes K-8 Academy. Ms. Bach pointed out that Waterside and Sea Pines were areas specifically targeted by the CRA for program strategies and resources. She also pointed out that William A. Chapman Elementary and Leisure City K-8 Center were underperforming schools which became "A" rated schools after Mandarin Lakes K-8 Academy opened and that Mandarin Lakes Academy was now a "D" rated school. Ms. Bach further noted she and Mr. Charles Lopez were working together on reaching out to the educators of these schools to involve them in the CRA and determine the issues concerning their students.

In response to Mr. Forbes' inquiry regarding the renewal of Ms. Bach's contract with the CRA, Mr. Zelkowitz noted the original contract had expired on September 30th 2009, and he believed the CRA had already approved to extend it six months or through February 2010.

Mr. Forbes asked that staff and Mr. Zelkowitz meet with the Program and Contract Management Subcommittee to discuss the renewal of Ms. Bach's contract so that the CRA could take action on it in January, or prior to it expiring.

VII. Next Meeting Dates:

December 14, 2009 Regular Board Meeting
January 25, 2010

Mr. Forbes announced that the next NLCRA Meeting would be held on December 14, 2009 at 6:00 p.m.

VIII. Adjournment

There being no further business to come before this board, the Naranja Lakes Community Redevelopment Agency meeting was adjourned at 6:33 p.m.

Kenneth Forbes, Interim Chairperson
Naranja Lakes Community Redevelopment Agency

Naranja Lakes Community Redevelopment Agency
November 16, 2009

Prepared by: Jill Thornton

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	11/16/2009		Meeting Agenda
2	11/16/2009		Roll Call Sheet
3	11/6/2009	V(a)	NLCRA Initiative Monthly Progress Report - dated November 11, 2009
4	11/16/2009	V(a)	Community Response Team – Monthly Productivity Report for month of 10/19/09 to 11/08/09
5	11/16/2009	V.3.	SRS Engineering, Inc. Construction Progress Report on NLCRA construction – November 2009
6	11/16/2009	VI.2.	Memorandum of Understanding between NLCRA and MDPD to use space at the Community Center for a work station
7	11/16/2009	VI.2.	Memorandum of Understanding between NLCRA and MDPD for Community Policing Services
8	11/16/2009	VI.4.	Naranja Lakes CRA 2010 Meeting Dates Calendar
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NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY
MEETING OF THE BOARD OF COMMISSIONERS
LOCATION: NARANJA LIBRARY BRANCH – MEETING ROOM
14850 SW 280th Street, NARANJA, FL
Regular Meeting 6:00PM – 7:30PM
November 16, 2009
MEETING AGENDA
www.miamidade.gov/crepad/Naranja/Mandarin.asp

I.	Meeting Call to Order and Roll Call	Acting Chairperson
II.	Approval of the Minutes	Board
	October 26, 2009 – Regular Meeting	
III.	Approval of Agenda	Board
IV.	Open Forum for Public Comments (10-min)	
V.	Old Business	
	Community Policing	MDPD Monthly Reports
	Update on General Old Business	
	1. Heritage Village	Staff
	2. Mandarin Lakes Sales / Closing Report	D.R. Horton Report
	3. Infrastructure Construction	Ignacio Serralta, SRS
	4. Mandarin Lakes Developer Update	Scott Hedge
VI.	New Business	
	1. Update on contract with Kennedy Wilson Management Co. For Property Management Services	Steve Zelkowitz
	2. Approval of MOUs with MDPD for Work Station and Community Policing Services	Steve Zelkowitz
	3. Update on CRA FY 2009-10 Budget BCC Approval Process	Staff
	4. Submission of Meeting Dates Calendar for 2010	Staff
VII.	Next Meeting Dates:	
	December 14, 2009, Regular Board Meeting	
	January 25, 2010	
VIII.	Adjournment	

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NARANJA LAKES
COMMUNITY REDEVELOPMENT AGENCY

Roll Call Sheet for 11/16/2009

MEMBER	PRESENT	LATE	ABSENT
Coleman, Kery-Lyn	✓		
Hakssa, Moe	✓		
Infante, Rene	—	—	✓
Lipe, Daniel P.	—	—	✓
Lopez, Charles D.	✓		
Volkert, Marleen	—	—	✓
Archer, Stuart *(Interim Vice Chair)*	✓		
Forbes, Kenneth *(Interim Chair)*	✓		
(ONE VACANT SEAT)			
COMMISSION REPORTER			
START TIME			
END TIME			

NOTE: Five (5) members constitute a quorum

Revised on 09/10/2009

Others:

J. Rodriguez - OSBM
J. Fernandez - OSBM
S. Zelkowitz - Legal Counsel

R. Bach
K. Morey
S Hedge
M. Fernandez

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NOV 16 2009
V(a) NLCRA

Naranja Lakes CRA Initiative
Monthly Progress Report

Reported by: Sgt. Ozzie Hernandez

Date of report: November 11, 2009

The following is a synopsis of the police enforcement and community policing actions provided to the Naranja Lakes CRA boundaries from Monday, October 19, 2009 to Sunday, November 08, 2009:

- At the onset of the initiative, an up to date analysis was conducted of the areas of concern to determine the most active days and hours of the week to provide the most efficient coverage.
- A total of 34 four-hour roving patrol details and 6 enforcement sweeps were conducted during this monthly period as a summer initiative. As a result, the initiative produced the following totals:

1. A total of 16 arrests/apprehensions were made of which 9 warrants, 2 misdemeanors, 3 traffic arrests, and 2 PTA's. Including 2 fugitive warrants from Port St. Lucie and Broward.
2. A total of 126 traffic citations (65 HMV and 61 NHMV).
3. A total of 9 person's message recoveries.
4. A stolen vehicle recovery value $22,000.
5. A total of 249 Field Interview Reports were written by officers who conducted a stop of an individual who warranted concerns to document there information for future reference.
6. A total of 37 career criminals were stopped and documented.
7. A total of 286 citizen contacts were initiative and 92 business contacts.

Highlights:

A prostitution operation and vagrant camp was cleared from Old Dixie Highway and SW 270 Street. HAC Out Reach Staff was utilize in placing some of the homeless individuals who where living under a bridge. The bridge camp was cleaned utilizing Public Works.

On Wednesday, October 28, 2009, a stolen vehicle was located by the sweep squad in the Sea Pines Community. The vehicle was then recovered.

After meeting with the mall owner We Care sign were successfully posted at the SW 280 Street mall to assist in our enforcement efforts.

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V(a) NLCRA

COMMUNITY RESPONSE TEAM
Naranja Lakes CRA Initiative
Monthly Productivity Report

Month Of: 10/19/09 to 11/08/09 Date: 11/11/09 Hours: Various (Start-Finish)

Areas of Concern: SW 268St to 288 St Old Dixie Hwy to the Fl. Turnpike (CRA Boundaries)

Submitted By: Sergeant Oswaldo Hernandez

Weekly Totals

CASES

1. Assigned	17
2. No Reported	0

CLASS I ARREST

	(Adults)	(Juveniles)
1. Homicide		
2. Sexual Assault		
3. Robbery		
4. Assault		
5. Burglary		
6. Larceny		
7. Auto Theft		

ARRESTS

	(Adults)	(Juveniles)
1. Felony	0	
2. Misdemeanor	2	
3. Traffic	3	
4. Warrant	9	
5. PTA	2	
6. DUI	0	

SUBJECT CONTACTS

1. FI Cards	249
2. Career Criminals	37
3. Curfew Violations	0
4. Truants	0

COMMUNITY ACTIVITIES

1. Citizen Contact	286
2. Business Contact	92

RECOVERIES

1. Persons	9
2. Apprehensions	0
3. Other Property	0
4. Vehicles	1
5. Recovery Value $	$22,000.00

PROPERTY/NARCOTICS SEIZED

1. Type	
2. Value $	
3. Marijuana (grams)	
4. Hashish (grams)	
5.Cocaine (grams)	
6.Heroin (grams)	
7.Pills (# & type)	
8. Currency Seized $	

WEAPONS SEIZED

1. Firearms	
2. Knives	
3. Other	

TRAFFIC ACTIVITIES

1. HMV	65
2. NHMV	61
3. Parking	0
4. Verbal warnings	16
5.Vehicles Impounded	0

Comments: See Monthly Progress Report.

5001 SW 74TH COURT, SUITE 201, MIAMI, FLORIDA 33155
TEL: 305-662-8887 FAX: 305-662-8858
WWW.SRS-CORP.COM ES:00007317
SRS ENGINEERING, INC.

November 11, 2009

Naranja Lakes Community Redevelopment Agency
Miami-Dade County Community Redevelopment Division
Office of Strategic Business Management (OSBM)
111 NW 1st Street, 22nd Floor
Miami, Florida 33128

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EXHIBIT
NOV 16 2009
V.3. NLCRA

Attn: Mr. Jorge M. Fernandez, Jr.
OSBM Coordinator

Re: Naranja Lakes Community Redevelopment Agency
Construction Progress Report - November 2009

The following is a progress report for the construction activities to date for the Naranja Lakes CRA in accordance with the Redevelopment Agreement.

Construction Activities

1- Canal Street Bridge, Green and Pathways

a. No additional work has been performed under this item since our last report.
b. The Gazebo has been delivered and is stored on site within a container.

2- Entrance Features
(ELCI Construction, Inc.)

a. The outstanding items have been corrected. The landscaping is 99% complete.
b. Final inspection of the irrigation system within the entrance feature is scheduled for November 16, 2009.

3- SW 140th Avenue, SW 143rd Avenue, SW 272nd Street, and Canal Street.
(Dixie Landscape, Inc., Landscape and Irrigation Contractor)

a. No additional work has been performed under this item since our last report.

Additional Items

During our last site visit, we observed that the main irrigation pump/controller was relocated from its original location because it was installed within SFWMD easement. The relocation was performed by the Developer without any additional charge to the CRA.

Sincerely,

Ignacio Serralta, P.E.
CRA Construction Consultant

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EXHIBIT
NOV 16 2009
VI.2 NLCRA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into this _____ day of _____, 2009, by and between the **MIAMI-DADE POLICE DEPARTMENT** ("MDPD") and the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic ("NLCRA").

RECITALS

1. The NLCRA is the owner of certain improved real property located at 27555 SW 140 Avenue, Miami, Florida commonly know as the Officer Jose Somohano Community Center (hereinafter the "Community Center").

2. MDPD desires to use a portion of the Community Center as a police work station, and the NLCRA desires to allow the MDPD to use a portion of the Community Center for such purposes, all subject to and upon the terms and conditions set forth in this MOU.

NOW, THEREFORE, in respect of the mutual promises contained herein, the MDPD and the NLCRA agree as follows:

1. **TERMS AND AGREEMENT**: NLCRA hereby grants MDPD a non-exclusive license to use and occupy a portion of the Community Center as shown as the cross hatched area on Exhibit "A" attached hereto and by this reference made a part hereof for use as a police work station (the "Work Station") along with the non-exclusive right of ingress and egress to the Work Station and the use of other portions of the Community Center such as the restrooms in connection therewith. The license granted by the NLCRA to MDPD herein is without rent, charge or cost of any kind whatsoever and is in consideration of the good will and police presence which is generated by the use and occupancy of the Work Station by MDPD. MDPD is not responsible for paying for the general operating utilities or routine maintenance of the Community Center or the Work Station, but shall be responsible for any extraordinary utilities or maintenances required or necessitated by its operations. MDPD is responsible to provide all of its own equipment necessary for its use of the Work Station. MDPD is under no obligation to staff the Work Station twenty four (24) hours a day. The Work Station is not a full service police station, but merely a location utilized by officers to write police reports and make phone calls. This Agreement, however, does not create a specific duty on the part of MDPD to provide security in or around the Work Station.

2. **ASSIGNMENTS:** Neither party may assign this MOU.

3. **LAWS, REGULATIONS, AND PERMITS:** Each party shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and county governments.

4. **RIGHT OF ENTRY:** MDPD acknowledges that the NLCRA shall be installing a security system for the Community Center. Pursuant to the license granted in Section 1 above, MDPD and its officers shall have the right to enter the Community Center at all hours to use

the Work Station provided that MDPD and its officers comply with the security protocols established by the NLCRA for the Community Center. MDPD shall use the Work Station in such a manner as to not unreasonably disturb the use of the Community Center by the NLCRA and it occupants, guests and invitees thereof.

5. **SIGNS:** The words "Miami-Dade Police Department Community Work Station" and the Department shield will be placed on the Community Center in a location mutually agreed to by the parties. This will be the only signage indicating the presence of the Miami-Dade Police Department.

6. **LIABILITY:** To the extent permitted by law and as limited by Section 768.28, Florida Statutes, each party shall assume the liability arising from acts taken by its personnel pursuant to this Agreement. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other participating party of this Agreement.

7. **EFFECTIVE AND TERMINATION DATE:** This MOU becomes effective upon the signature by both parties, and will remain in force until September 30, 2012, unless extended or terminated sooner as provided herein. This MOU can be extended for a longer period of time upon the mutual agreement of both parties; however, such agreement shall be in writing and signed by both parties. The MOU can also be terminated by either party, with or without cause, by giving thirty (30) days written notice to the other party.

8. **MISCELLANEOUS:**

8.1. Headings; Recitals. The headings of the sections of this MOU are for convenience only and do not affect meanings of any provisions hereof. The recitals set forth above are true and correct and incorporated herein by this reference.

8.2. Amendment. The terms, covenants, conditions and provisions of this MOU cannot be altered, changed, modified or added to, except in writing signed by the MDPD and the NLCRA and approved by the NLCRA Board.

8.3. Third Party Beneficiaries. Neither of the parties intends to directly nor substantially benefit any third party by this MOU. Therefore, the parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against either of them based upon this MOU.

8.4. Waiver. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this MOU will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of it rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

8.5. Notice. Whenever any party desires or is required by this MOU to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

8.6. Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this MOU, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this MOU contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

8.7 Force Majeure. In the event of an unanticipated or uncontrollable act of nature, e.g., floods, hurricanes, fires, etc., or a casualty to the Community Center, the MDPD acknowledges and agrees that it may not be able to access the Community Center and Work Station.

8.8 No Tenancy. This MOU and the rights granted hereunder are a license and do not create any type of tenancy in favor of MDPD.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the subscribing officials are authorized to acknowledge and execute this Memorandum of Understanding on behalf of their agency.

MIAMI-DADE POLICE DEPARTMENT

By:_____ 10/28/09
Robert Parker, Director
Miami-Dade Police Department
Date

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

By:_____ _____
Ken Forbes, Chairperson
Date

Attest:

By:_____
Clerk

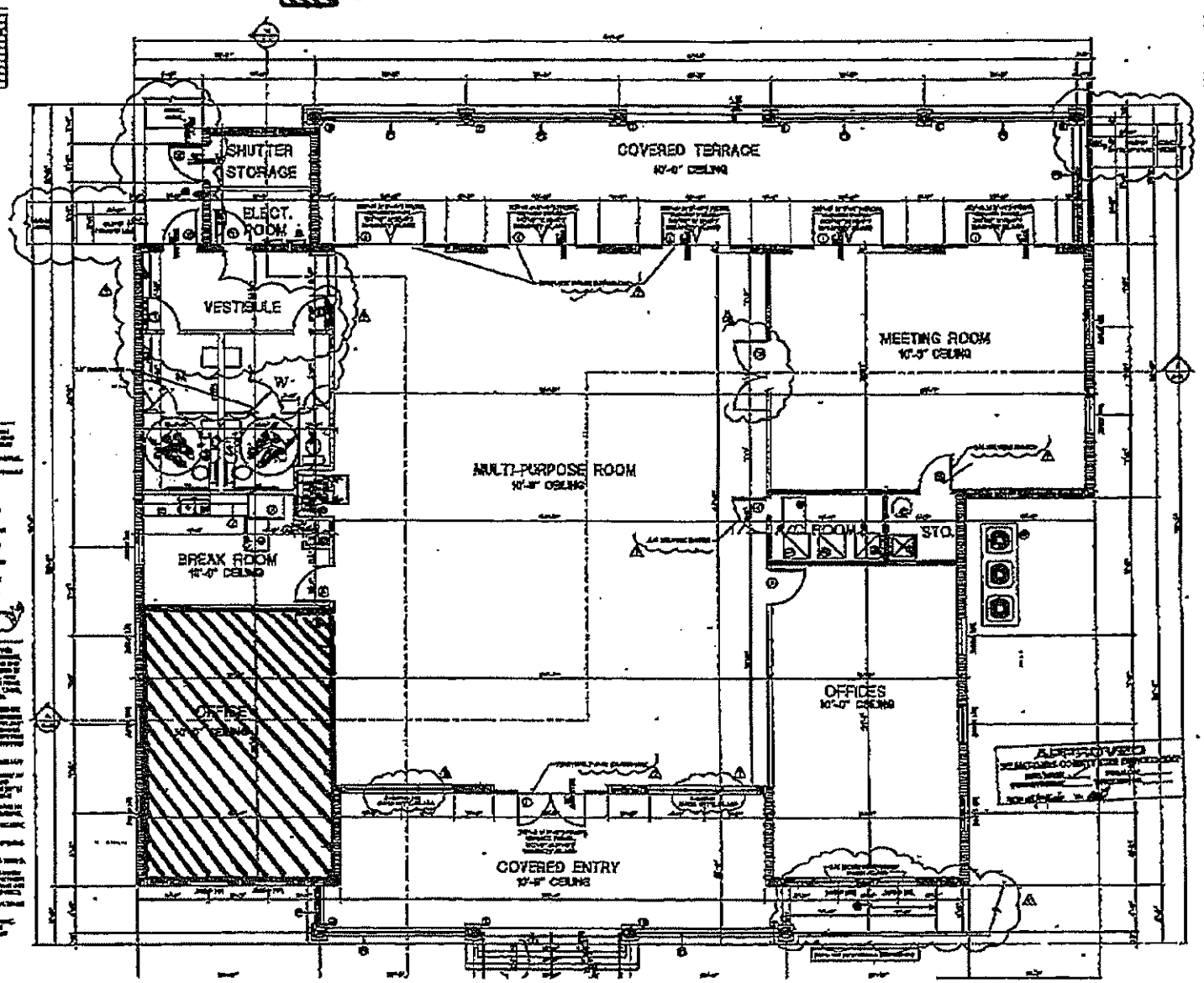
Approved as to form and legal sufficiency:

By:_____
Gray Robinson, P.A.
NLCRA Attorney

417294 v4

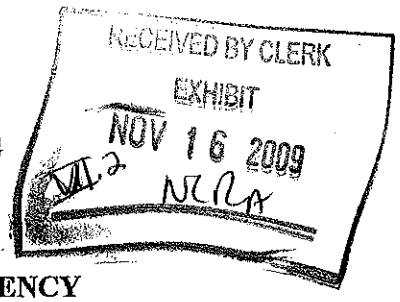
EXHIBIT "A"

▨ = MDPD Work Station



PASCUAL PEREZ KUDDIHAN & ASSOCIATES

MANDARIN LAKES
CLUBHOUSE
BY NARANJA LAKES CONSTRUCTION, LLC
NARANJA, FLORIDA



RENEWAL MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE POLICE DEPARTMENT
AND
NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

THIS RENEWAL MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into this _____ day of _____, 2009, by and between the **MIAMI-DADE POLICE DEPARTMENT** ("MDPD") and the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic ("NLCRD").

RECITALS

1. The Naranja Lakes Community Redevelopment District (NLCRD) geographic area is generally described as being from Southwest 268 Street to Southwest 288 Street, and from Old Dixie Highway to the Florida Turnpike, an area which has been experiencing crime trends throughout the NLCRD, including: robberies, burglaries, prostitution, thefts, and other crimes of opportunity.

2. To address these crime trends the NLCRD has requested that an enforcement initiative be implemented by the MDPD to combat the crime trends within the NLCRD.

3. MDPD has agreed to implement the requested enforcement initiative pursuant to and in accordance with the terms and provisions of this MOU which represents the mutual understanding of the parties. These initiatives will be funded by the NLCRD and conducted by the MDPD on an overtime basis.

NOW, THEREFORE, in respect of the mutual promises contained herein, the MDPD and the NLCRD agree as follows:

1. PURPOSE

This serves to renew and amend a prior MOU between the MDPD and the NLCRD. The first MOU was initiated in 2006, and has been renewed annually. This renewal is for the Fiscal Year (FY) 2009-2010. The MOU was developed in the spirit of mutual cooperation, pursuant to a request for additional law enforcement efforts made by the NLCRD Board. Its purpose is to provide a plan of action for specific and coordinated community-based law enforcement initiatives within the target area boundaries of the NLCRD, specifically the NLCRD, that are in addition to the police services currently provided on a daily basis by on-duty personnel. All operations conducted as part of this plan will be carried out in an overtime capacity, utilizing police personnel from the South District Neighborhood Policing, the Community Response Team, and other personnel from the MDPD. The initiatives will be funded by the NLCRD through reimbursement as provided herein.

2. ENFORCEMENT STRATEGIES

MDPD shall utilize a variety of community-based law enforcement strategies to facilitate the attainment of the operational goal. The strategies outlined below will be guided using the statistical analysis of ongoing crime trends within the NLCRD, and input of the NLCRD Board. Staff from South District's Community Response Team or Neighborhood Policing Unit will attend NLCRD Board meetings to seek their input, and to provide NLCRD Board Members with an update of ongoing policing efforts. The additional law enforcement efforts provided by MDPD will consist primarily of the following types of details:

2.1. Operational Sweeps: Operational Sweeps consist of one (1) sergeant and four (4) police officers, targeting specific crime trends in the NLCRD utilizing proactive law enforcement operation techniques. Operational Sweeps will last four hours, at an estimated average cost of $1,409* per operation.

2.2. Roving Patrol: Roving Patrols consist of one (1) uniformed police officer with a marked police vehicle providing high-visibility patrol. This officer will interact with members of the community to facilitate the building of a partnership between the community and law enforcement. Roving Patrols will last four hours, at an estimated average cost of $270* per operation.

2.3. Community Oriented Policing Details: Community Oriented Policing Details to include but not be limited to, community outreach to residents, businesses and community partnerships; will consist of one (1) sergeant and four (4) police officers addressing community concerns by utilizing the Community Policing philosophy, rather than a traditional policing strategy. Community Oriented Policing Details will last four hours, at an estimated average cost of $1,409* per operation.

2.4. Resident Empowering Neighborhood Enforcement Walk (RENEW): Saturation of a neighborhood and respond door to door to meet families. The walk would provide a high visibility presence and will enhance community relations. This four (4) hour detail will be conducted by one (1) lieutenant, two (2) sergeants, and eight (8) officers, at an estimated cost of $3,196* per detail. These details would take place two (2) times per year in different NLCRD communities, for a total cost of $6,392.*

2.5. Modifications: The South District Commander or the NLCRD Administrative Program Coordinator (APC) must retain the flexibility to modify, redirect, and assign personnel to effectively respond to crime trends in a manner that may depart somewhat from the above described operations. In assigning specific personnel to perform the details, supervisors may occasionally be used to fill slots when an insufficient number of police officers have volunteered for a particular detail, with the understanding they must perform the same tasks as a uniformed police officer. Either of these modifications will be accomplished while staying within the yearly budget for this program.

2.6. Force Majeure: In the event of an unanticipated or uncontrollable act of nature, e.g., floods, hurricanes, fires, etc., or of people, e.g., riots, strikes, and wars, the NLCRD details may not be filled. Then and in such an event the South District

Commander will make a good faith attempt to designate coverage to the NLCRD area, utilizing on-duty personnel.

3. STATISTICAL TRACKING AND REPORTING

3.1. Upon the commencement of this MOU, the MDPD through its South District Crime Analysis Unit (CAU) will conduct an updated base-line grid analysis of the targeted crime trends within the NLCRD. This intelligence information will be utilized to effectively determine the most efficient hours of operation for the Specialized Law Enforcement Details, as described in Section 2 above. Staff from South District's Community Response Team or Neighborhood Policing Unit will attend NLCRD Board meetings to seek their input, and to provide NLCRD Board Members with an update of ongoing policing efforts.

3.2. At the conclusion of the term of this MOU, MDPD will conduct a follow-up grid analysis of the targeted crime trends within the NLCRD. MDPD will then complete a comparison of the base-line and follow-up grid analysis reports. Additionally, MDPD will provide to the NLCRD for its review a combined total of all activities for all the operations.

3.3. South District staff will maintain a file, available for inspection by the NLCRD Board and staff, containing copies of all Daily Activity Reports, Arrest Affidavits, and Daily Productivity Reports completed in connection with this MOU.

3.4 The oversight of the program by the Administrative Program Coordinator (APC) is vital to the success of this initiative. The duties of the APC include: preparation or review of the daily/weekly analysis of crime tends; scheduling officers; and, collecting and disseminating all related NLCRD files (monthly, yearly, and periodic reports). To enhance the effectiveness of the program by allowing the APC to be available to actively direct details, the NLCRD is allotting four (4) hours of overtime ($327* per four hours) per week for the APC to complete these tasks, at a yearly total cost of $17,009.*

4. FUNDING

The NLCRD participation in this MOU is contingent upon receiving adequate funding from the Miami-Dade County Board of County Commissioners (BCC). Should the BCC not provide adequate funding for community policing to the NLCRD Board, the NLCRD may opt out of this MOU, or may reduce the amount of funding to be provided. In that event, MDPD may likewise opt out of this MOU, or provide reduced services. Should funding not be approved by the BCC, resulting in the termination of this MOU, the NLCRD will be responsible for payments for services provided up to the date of termination.

The NLCRD will reimburse MDPD for the direct cost of each individual law enforcement detail conducted as part of this operation. The total reimbursements for all details conducted by MDPD shall not exceed $315,000 in FY 09-10, absent further agreement by the parties. As a condition of reimbursement, MDPD shall provide the NLCRD with a Reimbursement Report for each law enforcement detail conducted as part of this operation on a monthly basis, enumerating the number, type and cost of the details conducted along with such

other information as may be reasonably requested by the NLCRD in support of the requested reimbursement.

5. LIABILITY

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the MDPD shall assume the liability arising from acts taken by its personnel pursuant to this MOU. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other participating party of this MOU.

6. EFFECTIVE AND TERMINATION DATE

This MOU becomes effective upon the signature by both parties, and will remain in force until September 30, 2010, unless extended or terminated sooner as provided herein. This MOU can be extended for a longer period of time upon the mutual agreement of both parties; however, such agreement shall be in writing and signed by both parties. The MOU can also be terminated by either party, with or without cause, by giving written notice to the other party in accordance with Section 7.7 below. In case of cancellation, the NLCRD agrees to reimburse MDPD only for overtime actually accrued for services performed prior to the date of cancellation.

7. MISCELLANEOUS

7.1. Headings; Recitals. The headings of the sections of this MOU are for convenience only and do not affect meanings of any provisions hereof. The recitals set forth above are true and correct and incorporated herein by this reference.

7.2. Amendment. The terms, covenants, conditions and provisions of this MOU cannot be altered, changed, modified or added to, except in writing signed by the MDPD and the NLCRD and approved by the NLCRD Board.

7.3. Third Party Beneficiaries. Neither of the parties intends to directly nor substantially benefit any third party by this MOU. Therefore, the parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against either of them based upon this MOU.

7.4. Waiver. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this MOU will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of it rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

7.5. Independent Contractor. In performing its obligations hereunder, the MDPD shall be deemed an independent contractor and not an agent or employee of the NLCRD.

7.6. Assignment. Neither this MOU, nor any interest herein, shall be assigned, transferred by the MDPD without the prior written consent of the NLCRD.

7.7. Notice. Whenever any party desires or is required by this MOU to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

7.8. Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this MOU, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this MOU contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the subscribing officials are authorized to acknowledge and execute this Memorandum of Understanding on behalf of their agency.

MIAMI-DADE POLICE DEPARTMENT

By:_____ _____
Robert L. Parker, Director Date
Miami-Dade Police Department

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

By:_____ _____
Ken Forbes, Chairperson Date
Naranja Lakes Community Redevelopment Agency

Attest:

By:_____
Clerk

Approved as to form and legal sufficiency:

By:_____
Attorney

* Estimated on the average hourly overtime rate of a police lieutenant ($94.48), police sergeant ($81.77), and/or a police officer ($67.62). The NLCRD will be charged direct cost and actual operations conducted, as mentioned in the Funding Section of this agreement.

Naranja Lakes Community Redevelopment Agency (CRA) 2010 Meeting Dates Calendar

The following are the 2010 meeting dates for the CRA Board:

Monday, January 25

Monday, February 22

Monday, March 22

Monday, April 26

Monday, May 24

Monday, June 28

Monday, July 26

Monday, August 23

Monday, September 27

Monday, October 25

Monday, November 22

Monday, December 13

Unless otherwise noted or changed by motion of the CRA Board, the meetings will be held in the Officer Jose Somohano Community Center, located at 27555 SW 140 Avenue, Miami, Florida. All meetings will begin at 6:00 P.M.

RECEIVED BY CLERK
EXHIBIT
NOV 16 2009
IV.4
NLCRA