

Memorandum



Date: July 1, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(L)(1)(B)

From: George M. Bursick
County Manager

Subject: Resolution Authorizing the Provision of Services in The West Perrine Community
Redevelopment Area

Recommendation

It is recommended that the Board of County Commissioners (the "Board") adopt the attached Resolution approving the provision of right-of-way enhancement services and enhanced community policing to the West Perrine Community Redevelopment Agency (the "CRA") in the West Perrine CRA Area (the "Area") to be provided by the Miami-Dade County Public Works (PWD) and General Services Administration (GSA) Departments, respectively.

Scope of Agenda Item

This resolution provides for a dedicated Neighborhood Enhancement Action Team (NEAT) and security patrol services from the PWD and GSA Departments, respectively. The Area lies within County Commission District 9.

Fiscal Impact/Funding Source

The services provided in the Area in FY 2007-08 are estimated to cost the CRA a total of \$141,000, including \$96,000 for NEAT services and \$45,000 for security patrol services. The CRA's revenue source is generated through the incremental growth in ad valorem revenues beyond an established base year, as defined in Section 163.387 of Florida State Statutes. On May 20, 2008, the Board acting as the CRA, adopted a resolution approving the CRA's FY 2007-08 budget which included the cost for these services.

Track Record/Monitor

This resolution approves the provision of services from PWD and GSA. The Office of Strategic Business Management will monitor the delivery of the services.

Background

On June 5, 2007, the Board approved the establishment of the CRA when it approved the CRA's Community Redevelopment Plan (the "Plan") pursuant to Resolution R-744-07, the funding of the Plan when it enacted Ordinance 07-79 which created the CRA Trust Fund, and appointed itself as the CRA Board pursuant to Resolution R-745-07.

It is recommended that the Board approve the provision of right-of-way enhancement and security patrol services in the CRA area as described in the scope of services (Exhibits A and B to the attached Resolution), and authorize the County Mayor or his designee to execute the appropriate documents, if necessary, to effectuate such services. The PWD scope of services provides for a

dedicated NEAT crew within the CRA boundaries. The NEAT crew members will proactively and responsively enhance the safety and appearance of the Area rights-of-way by removing litter and small trash piles, clearing debris from drain tops on roadways and swales, trimming vegetation blocking signs or sidewalks, and filling small potholes. Potholes and trash piles which are too large to be filled or removed by the crews would be reported to the appropriate County departments for action.

Additionally, the GSA scope of services provides for two armed security officers to be on continuous motorized patrol in the Area. Each officer will patrol a designated zone in a marked company vehicle and will look for criminal or suspicious activity in the assigned zones, reporting incidents as necessary. The company contracted to provide security services will provide written reports of security activity on a monthly basis.

Both of the aforementioned services will allow the CRA to provide immediate relief to the presence of unsanitary, unsafe conditions identified in the Finding of Necessity of the Area; conditions which create a negative image for the community and make it difficult to attract investment.

On May 20, 2008, the CRA adopted Resolutions approving a Plan amendment and the FY 2007-08 budget for the CRA. The CRA approved the provision of both services on June 3, 2008. Prior to approving the provision of these services, the Board must approve the Plan amendment and the budget, both of which are on this agenda.



Cynthia W. Curry
Senior Advisor to the County Manager

Attachments

cmo16808



MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: July 1, 2008

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)(B)
7-1-08

RESOLUTION NO. _____

RESOLUTION APPROVING PROVISION OF DEDICATED NEIGHBORHOOD ENHANCEMENT ACTION TEAM BY PUBLIC WORKS DEPARTMENT OF MIAMI-DADE COUNTY AND SECURITY PATROL SERVICES BY GENERAL SERVICES ADMINISTRATION DEPARTMENT OF MIAMI-DADE COUNTY; BOTH EXCLUSIVELY WITHIN BOUNDARIES OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AREA

WHEREAS, the legislature of the State of Florida enacted the Community Redevelopment Act during its 1969 Legislative Session, which enactment is presently codified in Florida Statutes, as Part III of Chapter 163, as amended (the “Act”); and

WHEREAS, the Board of County Commissioners of Miami-Dade County, Florida (the “Board”) adopted Resolution No. 212-05 on March 1, 2005 which, among other things, declared the geographic area described generally as bounded on the North by SW 168th Street, bounded on the East and Southeast by State Road 5 (US-1), and bounded on the West and Southwest by State Road 821 (The Homestead Extension of Florida’s Turnpike) (the “Redevelopment Area”), to be a slum or blighted area; declared the redevelopment of the area to be in the interest of public health, safety, morals or welfare of the residents of the Redevelopment Area and the County; and found the need for the creation of the West Perrine Community Redevelopment Agency (the “CRA”); and

WHEREAS, the Board, by resolution, appointed itself as the CRA for the redevelopment area; and

WHEREAS, Florida State Statutes 163.357 states that “such members constitute the head of a legal entity, separate, distinct, and independent from the governing body of the county or municipality”; and

WHEREAS, the Board subsequently adopted a Redevelopment Plan for the area pursuant to Resolution No. R-744-07; and

WHEREAS, the Board has approved a Redevelopment Plan amendment pursuant to F.S. §163.361 to allow for the implementation of enhanced community policing and right-of-way enhancement in the Redevelopment Area; and

WHEREAS, to effectuate the community policing provided for in the proposed Redevelopment Plan amendment, the CRA desires to, through the General Services Administration (“MDGSA”), obtain security patrol service for the CRA; and

WHEREAS, to effectuate right-of-way enhancement provided for in the proposed Redevelopment Plan amendment, the CRA desires to, through the Public Works Department (MDPWD), obtain a Neighborhood Enhancement Action Team (“NEAT”) exclusively for the CRA; and

WHEREAS, if an independent citizens board is appointed as the West Perrine CRA, the approval of these services must be obtained by the Board; and

WHEREAS, the County further desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The matters contained in the foregoing recitals are incorporated in this resolution by reference.

Section 2. The County approves the Scope of Security Guard services to be provided to the Redevelopment Area, in substantially the form attached hereto as Exhibit A subject to the review of the County Attorney’s Office for legal form and sufficiency.

Section 3. The County approves scope of services for the assignment of a NEAT Team to the Redevelopment Area, in substantially the form attached hereto as Exhibit B subject to the review of the County Attorney's Office for legal form and sufficiency.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Martin W. Sybblis

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Scope of
Security Guard Services

I. NATURE OF SERVICES

This scope was developed to provide a highly visible security patrol within the Redevelopment Area. The security patrols will be funded by the WPCRA through a system of reimbursements as provided herein.

County GSA will provide security services for WPCRA. WPCRA desires to reimburse the County for the value of these services, in accordance with County, State and Federal requirements.

The services provided herein shall commence on or about July 1, 2008, and shall remain in force and effect until the September 30th, 2008, unless otherwise discontinued or changed as provided below.

It is understood that the services, renew for a one (1) year term, beginning October 1st, 2008, unless either party exercises the cancellation clauses provided below.

This scope governs the assignment and operation of security guard services within the Redevelopment Area by the County GSA by way of utilizing an existing contract between a security agency and the County and the WPCRA's reimbursing the County's cost for such services (the "Project"). The services to be provided by County GSA are set forth in Attachment "A" which is attached to and a part of this scope.

In performing its administrative functions, County GSA shall not be deemed an agent or employee of the WPCRA.

II. OBLIGATIONS

A. County GSA will provide the WPCRA periodically and/or as requested with incident reports completed by the assigned security vendor.

B. County GSA will provide WPCRA with the selected security vendor's current hourly pay rate for security guards and the hourly pay rate for a security patrol vehicle. In addition to the selected vendor's rates, it is agreed that County GSA will charge a 6% administrative fee. The hourly pay rate for the requested level 2 security guard and vehicle rate will be in accordance with and subject to the Miami-Dade County Security and Screening Contract EM7797-2/07-OTR, or similar contract should a new Security and Screening Contract be awarded. (See Attachment "B" West Perrine Post Locator for comprehensively cost breakdown.)

C. County GSA staff and the WPCRA Board and/or representative will confer periodically to coordinate the efforts of both the County GSA and the WPCRA regarding the services provided by the County GSA and the assigned security vendor.

D. If WPCRA or County GSA requires or asks for a change in the services or reimbursement then being provided under Attachment "A," the other party will advise of any concerns resulting from such a change. If the concerns cannot be resolved, then either party may discontinue all services upon giving the other thirty (30) days notice, unless the parties agree to a lesser or greater notice period. If both parties agree to the change, then the change shall be in writing and reflected in a modified Attachment "A," or by addendum that will supersede the prior Attachment "A," on the effective date of the change.

E. Appropriate adjustments to Attachment "A" will be made, on an as needed basis, in writing. Further Attachments may be added as required, by addendum, for additional services.

F. Either the County GSA or WPCRA may discontinue the Project upon either giving the other thirty (30) days notice. WPCRA will reimburse the County GSA for all appropriate charges up to the effective date of the discontinued services.

reso03008a

SCOPE OF NEIGHBORHOOD ENHANCEMENT ACTION TEAM (NEAT) SERVICES**1. PURPOSE**

This scope serves to initiate and govern the assignment and operation of a Neighborhood Enhancement Action Team (“NEAT Team”) by the County to provide services (as defined in Section 2 below) within the boundaries of the WPCRA. The scope’s purpose is to outline specific tasks and responsibilities to be undertaken by the County within the WPCRA boundaries. All activities conducted as part of this plan will be carried out utilizing personnel from the Miami-Dade Public Works Department. The initiatives will be funded by the WPCRA through a system of reimbursements as provided herein.

2. SERVICE INITIATIVE STRATEGIES

The County shall utilize a NEAT Team dedicated exclusively to the WPCRA in order to facilitate the attainment of the goals outlined in Sections 2.1 – 2.4 below. County Staff will provide the Community Redevelopment Coordinator in the Office of Strategic Business Management (OSBM) with an update of ongoing service efforts. The services provided by the County to the WPCRA will consist primarily of the following:

2.1. NEAT Team: The NEAT Team will consist of two (2) crew members and one (1) landscape truck with trailer.

2.2. NEAT Team Responsibilities: The NEAT Team's responsibilities include riding through the WPCRA on a daily basis to find safety and maintenance issues that require attention, making on site repairs where possible, and reporting other problems that they are unable to immediately address to the appropriate agencies for correction.

2.3 Corrections Performed by NEAT Team: Items that will be directly addressed by the NEAT Team will include:

- Trimming branches that are blocking traffic signs and are in danger of falling, or are a safety hazard
- Re-attaching loose signs and erecting fallen traffic signs
- Removing debris from drain tops on roadways and swale areas
- Picking-up or arranging for the pick-up of litter
- Picking up or arranging for the pick-up of small illegally dumped trash
- Temporary pothole repairs
- Grinding of existing vertically separated sidewalks (1.5” or less)

2.4 "Eyes and Ears" Issues: Items that will be reported by the NEAT Team for correction by the appropriate agencies will include:

- Missing street name, traffic control signs and defective signal bulbs
- Damaged guardrails
- Visual obstructions of traffic signals and street lights

- Major potholes/drop-offs
- Major sidewalk repairs
- Larger incidents of illegal dumping that require investigation and crane removal
- Code violations apparent to the Neat Team
- Stray domestic and exotic animals
- Replacing missing drain grates

2.5 Terms: The services provided herein shall commence on or about July 1, 2008, and shall remain in force and effect until September 30th, 2008, unless otherwise discontinued or changed as provided herein. It is understood that the services, renew for a one (1) year term, beginning October 1st, 2008, unless either party exercises the cancellation clauses provided below.

2.6 Cancellation: Either the County Public Works Department or WPCRA may discontinue the services upon either giving the other thirty (30) days notice. WPCRA will reimburse the County Public Works Department for all appropriate charges up to the effective date of the discontinued.

3. STATISTICAL TRACKING AND REPORTING

3.1. Upon commencement, the County will conduct a survey of the County right-of-way within the WPCRA. County staff will provide the OSBM Community Redevelopment Coordinator with a monthly update of ongoing service efforts.

3.2. Upon expiration of the term of this scope (and each subsequent renewal term, if any), the County will conduct a follow-up survey of the County right-of-way within the WPCRA. The County will then complete a comparison of the base-line and follow-up survey reports. Additionally, the County will provide to the OSBM Community Redevelopment Coordinator a detailed written review all activities.

3.3. County staff will maintain a file containing copies of all Daily Activity Reports, and Daily Productivity Reports completed in connection with this service. The reports will be sent to the OSBM Redevelopment Coordinator on a monthly basis and will be available for inspection by the WPCRA Board and staff upon request.

4. FUNDING

The WPCRA participation is contingent upon receiving adequate funding. Should funding be inadequate for the services, the WPCRA and the County may terminate the services upon thirty (30) days notice, or may agree to reduce the scope of the services outlined herein. In that event, the County may likewise terminate the services or provide reduced services. In the event this service is terminated as set forth in the preceding two sentences, the WPCRA will be responsible for unpaid services provided by the County up to the date of termination.

The WPCRA will reimburse the County for the direct cost of all services conducted by the NEAT Team, including all personnel costs associated with providing two (2) crew members and the acquisition, operation and maintenance of one (1) landscape truck with trailer. Although

the truck and trailer utilized by the NEAT Team shall be used exclusively in and for the WPCRA, for efficiency purposes they shall be purchased by the County, if necessary, and the cost of such purchase reimbursed by the WPCRA. The WPCRA will also reimburse the County for the monthly cost of insurance, maintenance and fuel. The County will not bill the WPCRA for policy replacement charges for the truck or the trailer. If a replacement truck or trailer is required for WPCRA, it will be purchased by the County and the cost of such purchase reimbursed by the WPCRA. Further, upon termination or expiration of the services, the truck and trailer shall be transferred, or the fair market value thereof remitted, to the CRA.

WPCRA will also reimburse the County for supervisory costs associated with its obligations under this scope. The total reimbursements for all services performed by the County shall not exceed \$96,000.00 for operations through September 30, 2008, absent further agreement by the parties. As a condition of reimbursement, the County shall provide the OSBM Redevelopment Coordinator with a Report of services rendered by the NEAT Team on the fifth (5th) of each month, enumerating the number and type of the services performed in the previous month; and submit a reimbursement request quarterly along with such other information as may be reasonably requested by the WPCRA in support of the requested reimbursement.

reso03008b



WEST PERRINE CRA POST LOCATOR

LEVELS:	RATES:	HOURS:	WEEKLY:	MONTHLY:	YEARLY:		
West Perrine CRA							
L-1 UA	\$20.98	0	\$0.00	\$0.00	\$0.00		
L-2 UA	\$22.54	0	\$0.00	\$0.00	\$0.00		
L-2 A	\$22.54	112	\$2,524.48	\$10,097.92	\$131,272.96		
L-3 UA	\$24.83	0	\$0.00	\$0.00	\$0.00		
L-3 A	\$24.83	0	\$0.00	\$0.00	\$0.00		
Site Supervisor	\$1.21	0	\$0.00	\$0.00	\$0.00		
SECURITY TOTALS:		112	\$2,524.48	\$10,097.92	\$131,272.96		
Screener:							
Robert Kirschbaum	\$0.00	0	\$0.00	\$0.00	\$0.00		
Site Supervisor	\$1.21	0	\$0.00	\$0.00	\$0.00		
SCREENING TOTALS:		0	\$0.00	\$0.00	\$0.00		
CF Supervisor							
Project Manager	\$0.00	0	\$0.00	\$0.00	\$0.00		
SUPERVISION TOTALS:		0	\$0.00	\$0.00	\$0.00		
Vehicle:							
	\$2.61	112	\$292.32	\$1,169.28	\$15,200.64		
Golf Cart:							
	\$0.82	0	\$0.00	\$0.00	\$0.00		
Bicycle:							
	\$0.59	0	\$0.00	\$0.00	\$0.00		
Radio: 2							
	\$0.00	0	\$0.00	\$0.00	\$0.00		
Misc:							
	\$0.00	0	\$0.00	\$0.00	\$0.00		
EQUIPMENT TOTALS:		112	\$292.32	\$1,169.28	\$15,200.64		
GRAND TOTALS:							
		224	\$2,816.80	\$11,267.20	\$146,473.60		
6% Service Charge:							
					\$8,768.42		
Combined Totals:							
					\$155,262.02		
Security Vendor Name:							
Security Alliance							
Address:							
8323 NW 12th Street #218 Miami, Florida 33126							
Phone Number:							
(305) 670-6544							
Project Manager:							
Erk Gamacho							
E-mail:							
erk@securityalliancegroup.com							
Authorized Personnel:							
Index Code:							
Post Orders:							
Key Response:							
Sector:							
Sector Supervisor:							
Phone Number:							
E-Mail:							
Security Vendor Name:							
Address:							
Phone Number:							
Project Manager:							
E-mail:							
Officers Levels:							
1	Armed L-2	Security Officers Assigned Position	Hours From	Hours to	Daily Total	Schedule	Weekly Hours
2	1 Armed L-2	Roving Officer with Vehicle Residential Area	22.00	6.00	8.00	Monday-Sunday	56
3		Roving Officer with Vehicle Commercial Area	22.00	6.00	8.00	Monday-Sunday	56
4							
5							
6							
7							
8							
Holiday Coverage Instructions:							
Hurricane Coverage Instructions:							
NOTE All rates are subject to change in accordance with the current Miami-Dade County Security and Screening contract(s), selected vendor, CPI & COL							

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Miami-Dade County
West Perrine Community Redevelopment Area

