MIAMI-DADE COUNTY
FINAL OFFICIAL
Meeting Minutes

Board of County Commissioners

Stephen P. Clark Government Center
111 N.W. 1st Street
Miami, FL 33128

Thursday, February 18, 2010
As Advertised

Harvey Ruvin, Clerk
Board of County Commissioners

Diane Collins, Acting, Director
Clerk of the Board Division

Judy Marsh, Commission Reporter
(305) 375-1967

Members Present: Bruno Barreiro; Jose "Pepe" Diaz; Audrey M. Edmonson; Carlos A. Gimenez; Sally A. Heyman; Barbara J. Jordan; Joe A. Martinez; Dennis C. Moss; Dorrin Rolle; Natacha Seijas; Katy Sorenson; Rebeca Sosa; Javier D. Souto

Members Absent: None.

Members Late: None.

Members Excused: None.

Members Absent County Business: None.

1 MINUTES PREPARED BY:

Report: *Judy Marsh, Commission Reporter*
(305) 375-1967

1A ROLL CALL

Report: *The following staff members were present: County Manager George Burgess; County Attorney Robert Cuevas; First Assistant County Attorney Abigail Price-Williams; Assistant County Attorney Jess McCarty; Budget Director Jennifer Glazer-Moon; and Deputy Clerks Diane Collins and Judy Marsh.*

Chairman Moss called the meeting to order at 10:10 a.m.

1B MOMENT OF SILENCE

Report: *The County Commission convened after a moment of silence, followed by the Pledge of Allegiance.*

1C PLEDGE OF ALLEGIANCE

1D SPECIAL PRESENTATIONS

Report: *Commissioner Heyman recognized Ms. Phillis Oeters, President of the Orange Bowl Committee, and expressed appreciation to her on behalf of the community for her public service and volunteerism.*

1E CITIZEN'S PRESENTATIONS (5 MINUTES MAXIMUM)

1E1

100158 Citizen's Presentation Dennis C. Moss

PRESENTATION BY MR. RODNEY LONG, PRESIDENT, FLORIDA ASSOCIATION OF COUNTIES — ***Presented***

Report: *Mr. Rodney Long, President, Florida Association of Counties introduced Mr. Christopher Holley, Executive Director; and Ms. Cragin Mosteller, Communications Director. He noted his duties as President was to tour the State and visit with Counties. Mr. Long announced that he met with the Miami Herald Editorial Board. He expressed appreciation to the Commission for their leadership and commitment to the Association as well as acknowledged Commissioner Sorenson for her many years of service. Mr. Long said a shift from State to County responsibilities and unfunded mandates was being experienced and that the Association would be supporting home rule for Florida's county's. He also noted efforts to defeat the Taxpayers Bill of Rights; for potential Medicaid cost shifts; for unfair Department of Juvenile Justice billing; and many other issues. Mr. Long welcomed Chairman Moss to Tallahassee on April 21, 2010 for Miami-Dade County Days and encouraged everyone to participate in the upcoming Legislative Day on March 24, 2010.*

Chairman Moss expressed his appreciation to Mr. Long for his strong leadership and noted representatives from Miami-Dade County would be in Tallahassee on behalf of County residents.

Commissioner Sosa noted her support for a close working relationship with Mr. Long and the Association on behalf County residents' interests.

Commissioner Sorenson acknowledged the participation of all Association representatives for their participation in today's (2/18) meeting. She noted her 16 year involvement with the Association; their positive contributions; and encouraged future participation in their activities.

Mr. Long commended Commissioner Edmonson for her efforts to support transportation issues and noted that she would represent the Association favorably on the State board which he had appointed her to. He also recommended that Commissioner Seijas address the recent zero funding for homeless program recommendation made by the Department of Children and Families.

2/2/2010 *Deferred by the Board of County Commissioners*

1F REPORTS OF OFFICIAL BOARDS

1F1

093341 Report

SUNSET REVIEW OF COUNTY BOARDS FOR 2010 - ADDICTION SERVICES BOARD

Accepted
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

1/14/2010 *Report Received by the Health, Public Safety & Intergovernmental Cmte*

1G MOTION TO SET THE AGENDA AND "PULL LIST"

Report: *County Attorney Cuevas announced that items set for time-certain were scheduled as follows:*

Item 5C set for 10:00 AM;
Item 11A17 set for 10:15 AM
Item 2C1 set for 10:30 AM;
Items 9A3, 9A4, 9A5, and 9A6 set for 3:00 PM; and
Item 8O1D set for 4:00 PM as requested by the Chair

County Attorney Cuevas noted that the County Attorney's Office had requested Items 5B and 5D be considered during the afternoon session of the meeting. He noted staff intended to request that Item 11A1 be added to the Pull List in order to include additional amendments in the legislative package.

County Attorney Cuevas noted in addition to the County Manager's Memorandum entitled " Changes for the February 18, 2010 BCC Meeting," Commissioner Rolle was requesting to be listed as pulling Items 801B and 801D, and to be added as a co-sponsor for Items 5C, 7A, 11A5, and 11A6. Commissioner Heyman was requesting to be added as a co-sponsor for Items 7A and 8O1D; Commissioner Diaz was requesting to be added as a co-sponsor for Items 11A5 and 11A9; and Commissioner Sosa was requesting to be added as a co-sponsor for Item 7A.

County Attorney Cuevas noted that Items 9A7, 11A2 and 11A2 Substitute had been requested to be withdrawn, but both of these items were also included in the Pull List.

It was moved by Commissioner Diaz that the County Manager's Memorandum entitled " Changes for the February 18, 2010 BCC Meeting," be approved with the additional changes noted by County Attorney Cuevas. This motion was seconded by Chairman Moss, and upon being put to a vote, passed by a vote of 11-0, (Commissioners Barreiro and Jordan were absent).

After the foregoing vote was taken to set the agenda, County Attorney Cuevas noted Commissioner Edmonson was requesting to be added as a co-sponsor for Item 4B; Commissioner Souto was requesting to be added as a co-sponsor on Items 11A5 and 11A17; and Commissioner Gimenez was requesting to be added as listed as pulling Items 9A4, 9A5, and 9A6.

It was moved by Commissioner Diaz to accept the additional changes to the agenda. This motion was seconded by Chairman Moss, and upon being put to a vote, passed by a vote of 11-0, (Commissioners Barreiro and Jordan were absent).

Chairman Moss noted Item 1E1 would be considered upon the arrival of Mr. Rodney Long at approximately 11:00 AM

1H OFFICE OF COMMISSION AUDITOR

1I OFFICE OF INTERGOVERNMENTAL AFFAIRS

2 MAYORAL ISSUES

2A MAYORAL VETOES

2B MAYORAL REPORTS

2B1

100392 **Report** **Mayor**

APPROVAL OF DEPARTMENTAL AGENDA ITEMS

Accepted
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

2C OTHER ISSUES

2C1

100330	**Special Presentation**	**Mayor**
PRESENTATION REGARDING THE 2010 CENSUS OUTREACH AND PUBLIC AWARENESS CAMPAIGN		***Presented***

Report: *Chairman Moss acknowledged Ms. Perla Tabares Hantman, Miami-Dade County Public Schools Board Member and Mayor Shirley Gibson, City of Miami Gardens for their leadership role as co-chairpersons of the 2010 Complete County Committee as part of the Census Outreach and Public Awareness Campaign for Miami-Dade County.*

Ms. Hantman noted the success of her Committee and asked that her fellow Committee members stand and be acknowledged. She said that progress was being made toward the goal of counting every Miami-Dade County resident. Ms. Hantman said she was delighted to have been appointed to serve on the Committee and that a strong working relationship had been developed with Mayor Gibson. She commended Mayor Alvarez for the County staff that was dedicated to the Census and acknowledged the support of Assistant County Manager Alex Munoz.

Mr. Manuel Landivar, Assistant Regional Census Manager, Atlanta Region, U.S. Census Bureau said the Census was the largest domestic undertaking of the United States government every ten years. In order for the Census to be successful, public cooperation was needed and the community needed to understand the importance of everyone being counted, Mr. Landivar noted. He said that the Atlanta Region had 57 field offices of which 32 were located in Florida and 4 in Miami-Dade County. Mr. Landivar noted that each office would employ approximately 1,500 people, making a significant economic impact. He said that a Complete and Accurate Address List which was compiled with the assistance of Mr. Mark LaFerrier and Mr. Manuel Armada from the County's Department of Planning and Zoning. Mr. Landivar noted that a task force was being compiled to address the influx of Haitians into the community as a result of the recent tragedy. He said that outreach efforts by community leaders to encourage participation in the Census was essential. Mr. Landivar noted the importance of the public in completing and returning Census Bureau questionnaires in a timely manner.

In response to Chairman Moss' question about the timeframe for outreach efforts and Census completion dates, Mr. Landivar responded that questionnaires would be delivered to residences on March 15, 2010. He emphasized the importance of relaying the message to the community that the Census was easy, safe and important. Mr. Landivar said that once questionnaires were delivered, the emphasis needed to focus upon completing and returning the questionnaires in order to lessen the impact of non-response follow-up efforts.

County Manager George Burgess noted that $1,200 - $1,600 in federal funding was lost for every person who was not counted and that two additional Congressional seats were acquired as a result of the 2000 Census. He further noted the importance of disseminating information to the community regarding the Census and suggested the County Commission utilize the County's Speaker's Bureau to encourage constituents in their districts to complete the Census form and to increase public awareness.

Assistant County Manager Alex Munoz noted Administration had developed a network through County Departments (Health Department, Community Action Agency, Homeless Trust, Department of Human Services); Community Based Organizations; the Urban League, the Miami-Dade County Public Schools and other groups to disseminate information to the community. He said there would be a presence on the transit platforms; there would be participation in community events; and the faith based community would be a focus. Mr. Munoz noted that County print materials and advertisements also promoted

the Census with a tag line to raise community awareness. He acknowledged Mayor Gibson and Ms. Hantman for their leadership and noted their efforts had made a difference.

Vice-Chairman Diaz noted that people did not trust the process when they did not know the future implications of their actions. He mentioned the plight of children born in the United States (U.S.) of non U.S. citizen parents who were deported since they were not legal citizens as an example of the fear people had in providing the government with information. Vice-Chairman Diaz questioned the steps being taken to address this concern.

Mr. Landivar responded that the undocumented population was the greatest Census challenge, especially with the Latin community and in the southern portion of Florida. He emphasized the importance of advising the community that the U.S. Constitution guaranteed that Census information was confidential and would not be shared with any other governmental agency and any violation was penalized by law. Mr. Landivar said that Census questions had no relationship to immigration status and therefore this information could not be used against them. He noted experiences needed to be shared which would encourage the immigrant population not to be afraid of sharing information. Mr. Landivar noted an example where information acquired from the 1980 Census assisted undocumented immigrants obtain proof of residency needed to prove citizenship during an amnesty period.

Vice-Chairman Diaz expressed his desire to personally meet with Mr. Landivar to further discuss this issue in order to ensure a successful Census.

In response to Commissioner Barreiro's inquiry pertaining to individuals providing assistance in the completion of the Census form, Mr. Landivar stated that although anyone could assist their neighbor, community volunteers needed specific training to become Questionnaire Assistance Centers.

Chairman Moss expressed appreciation to the Committee, Mayor Alvarez, and the Administration for their efforts and encouraged everyone to complete the Census forms.

3 CONSENT ITEMS

3J1A

100130 **Resolution**

RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE NATIONAL ENDOWMENT FOR THE HUMANITIES FOR $239,399 IN FUNDING TO BE USED FOR ARCHEOLOGICAL INTERPRETIVE ENHANCEMENTS AT THE DEERING ESTATE AT CUTLER AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND TO FILE AND EXECUTE CONTRACTS AND AMENDMENTS AS REQUIRED (Park & Recreation Department)

Adopted
Resolution R-178-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

4 ORDINANCES FOR FIRST READING

4A

100168 **Ordinance**

ORDINANCE CREATING AND ESTABLISHING A SPECIAL TAXING DISTRICT IN MIAMI-DADE COUNTY, FLORIDA, KNOWN AND DESCRIBED AS RIVIERA PREPARATORY SCHOOL STREET LIGHTING SPECIAL TAXING DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE (Public Works Department)

Adopted on first reading
Public Hearing: March 16, 2010
Mover: Joe A. Martinez
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Sosa

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed ordinance into the record.*

Hearing no questions or comments, the foregoing proposed ordinance was adopted on first reading and set for public hearing before the County Commission on March 16, 2010.

4B

100282 **Ordinance** **Joe A. Martinez, Bruno A. Barreiro, Jose "Pepe" Diaz, Audrey M. Edmonson, Carlos A. Gimenez, Sally A. Heyman, Barbara J. Jordan, Dorrin D. Rolle, Rebeca Sosa**

ORDINANCE AMENDING CHAPTER 25A OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO THE GOVERNING BOARD OF THE PUBLIC HEALTH TRUST; ADDING DEAN, FLORIDA INTERNATIONAL UNIVERSITY SCHOOL OF MEDICINE AS NON-VOTING, EX OFFICIO MEMBER OF THE BOARD OF TRUSTEES; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

Adopted on first reading
Public Hearing: March 11, 2010
Mover: Joe A. Martinez
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Sosa

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed ordinance into the record.*

Hearing no questions or comments, the foregoing proposed ordinance was adopted on first reading and set for public hearing before the Health, Public Safety and Intergovernmental Committee on March 11, 2010.

5 PUBLIC HEARINGS (Scheduled for 9:30 a.m.)

5A

093305 **Ordinance**

ORDINANCE CREATING AND ESTABLISHING A SPECIAL TAXING DISTRICT IN MIAMI-DADE COUNTY, FLORIDA, KNOWN AND DESCRIBED AS LAKE FRANCES SUBDIVISION FIRST ADDITION MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

Adopted
Ordinance 10-15
Mover: Dorrin D. Rolle
Seconder: Jose "Pepe" Diaz
Vote: 12- 0
Absent: Sosa

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed ordinance into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed ordinance. After hearing no one, he closed the public hearing.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed ordinance.

1/21/2010 *Adopted on first reading by the Board of County Commissioners*

1/21/2010 *Tentatively scheduled for a public hearing by the Board of County Commissioners to the Board of County Commissioners*

5A1

093400 **Resolution**

RESOLUTION ADOPTING PRELIMINARY ASSESSMENT ROLLS PROVIDING FOR ANNUAL ASSESSMENTS AGAINST REAL PROPERTY LOCATED WITHIN BOUNDARIES OF A SPECIAL TAXING DISTRICT KNOWN AS LAKE FRANCES SUBDIVISION FIRST ADDITION MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT IN ACCORDANCE WITH PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND ORDINANCE NO.

Adopted
Resolution R-179-10
Mover: Dorrin D. Rolle
Seconder: Jose "Pepe" Diaz
Vote: 13- 0

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed ordinance. After hearing no one, he closed the public hearing.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution.

5B

090063 **Resolution**

RESOLUTION RELATING TO AN APPLICATION BY ERNESTO CAMBO FOR A CLASS I PERMIT TO REINFORCE AND ELEVATE ONE HUNDRED FIVE (105) LINEAR FEET OF AN EXISTING SEAWALL TO AN ELEVATION OF PLUS FIVE POINT ZERO (+5.0) FEET NATIONAL GEODIC VERTICAL DATUM (NGVD) AND REPLACE AN EXISTING MARGINAL WOOD DOCK WITH A MARGINAL CONCRETE DOCK AT 4255 LAKE ROAD, MIAMI, MIAMI-DADE COUNTY, FLORIDA (Department of Environmental Resources Management)

The motion that this Resolution be Adopted failed.
Mover: Jose "Pepe" Diaz
Seconder: Bruno A. Barreiro
Vote: 3- 9
No: Jordan, Rolle, Heyman, Sosa, Gimenez, Moss, Souto, Martinez, Seijas
Absent: Edmonson

Report: *County Attorney Robert Cuevas read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the County Commission in connection with this proposed resolution.

Mr. Augusto Maxwell, Akerman Senterfitt, One SE Third Avenue, attorney representing Mr. Ernesto Cambo, appeared before the County Commission in support of this proposed resolution. He provided a PowerPoint presentation demonstrating that Bay Point seawalls were inadequate and inconsistent with its Restrictive Covenant; that the seawalls were starting to fail due to being constantly submerged; and that no architectural area was being violated by Code conformance. He noted Mr. Cambo's existing seawall at 2.7 feet, routinely flooded under normal conditions, and would eventually collapse if left unrepaired. Mr. Maxwell pointed out the County's professional staff determined that this application was consistent with the Miami-Dade County Code and recommended issuance of a Class I Permit. He noted the Bay Point Property Owners' Association (BPPOA) was opposed to the proposed project with regard to the Restrictive Covenant and the impact an elevated seawall cap would have on aesthetics and property values. Mr. Maxwell said one year ago, pursuant to the County Commission's request, the applicant met with the BPPOA to resolve their dispute; however, no resolution was reached.

Mr. Maxwell advised the Commission that this was a quasi-judicial hearing that should be based on substantial and competent evidence; and requested the Commission issue the Permit pursuant to the County's applicable flood criteria.

The following persons appeared before the Commission in opposition to the foregoing proposed resolution.

Ms. Elizabeth Gazay, 4570 Sabal Palm Road, questioned the rationale behind Mr. Cambo not accepting the BPPOA's Restrictive Covenants.

Ms. Linda Goldberg, 4430 Sabal Palm Road, also representing Ms. Emily Damiano, 4403 Palm Lane, noted elevating the seawall on one property would require elevating all the seawalls to achieve neighborhood uniformity. She asked that the viewpoint of other Bay Point residents and their opposition to this proposal be considered.

Ms. Nancy Louis, 4411 Palm Lane, noted the BPPOA provided Mr. Cambo with engineering alternatives which did not involve elevating the seawalll's height; however, he refused to consider these alternatives.

Ms. Louis responded to questions from Commissioner Edmonson regarding the litigation between Mr. Cambo and the BPPOA.

Mr. Ben Solomon, 1666 Kennedy Causeway, attorney representing BPPOA, commented on Bay Point's Restrictive Covenants. He noted Mr. Cambo refused to consider restoration of the embankment; constructing an elevated deck; and/or building tiered retaining walls as viable alternatives to resolving the seawall issue. Mr. Solomon said Mr. Cambo brought an extremely costly lawsuit against the BPPOA which he voluntarily dismissed on the eve of trial. He noted Mr. Cambo failed to comply with the intent and spirit of the County Commission's instructions given on February 17, 2009, to reach a consensus that would be acceptable to the majority of residents.

Mr. Solomon requested the last sentence of this proposed resolution be amended to add the following language if the Commission voted on this proposal today: "the issuance of this approval does not relieve the applicant from obtaining all applicable Federal, State, and local permits, and complying with the Restrictive Covenants of the community." He noted such additional language would assist BPPOA in memorializing Mr. Cambo's legal requirement to also comply with the Restrictive Covenants and to avoid Mr. Cambo's attempt to circumvent the covenants by bringing this issue before the Commission prior to meeting other legal prerequisites of obtaining approval from the City of Miami and BPPOA. Mr. Solomon also requested such language be included in the special conditions section of any permit that may be issued by the County, that the same "is subject to the Restrictive Covenants of the community, which include the requirement to obtain community association approval."

Mr. Brent Pickard, 790 Lake Road, Bay Point, waterway owner and BPPOA Secretary, noted the embankment behind the seawall prevented flooding; however, Mr. Cambo's embankment was previously excavated. He said Bay Point allowed for terraced retaining walls behind the seawall which complied with the County Code and the Federal Emergency Management Agency's requirements, and no danger of flooding existed. Mr. Pickard pointed out that Mr. Cambo's proposed plan would extend the seawall beyond his property line into the community waterway and would drive exposed batter piles into the waterway.

Ms. Eileen Perillo, 4275 Lake Road, referenced recent petitions in opposition to Mr. Cambo's proposed plans and noted the inland waterways were well protected.

Mr. Andrew Leeds, Vice President, BPPOA, noted Mr. Cambo's home was the only property with a non-conforming seawall.

Mr. Richard Perillo, 4375 Lake Road, noted Mr. Cambo's attorney had shown photographs of occasional flooding of Mr. Cambo's property; however, a nine-foot berm currently protected residents from flooding.

Mr. John Walbridge, 4731 Lake Road, noted the Restrictive Covenants were beneficial, and believed that the majority of homeowners' opinions should be considered.

The following person appeared before the Commission in support of the foregoing proposed resolution.

Ms. Jeannie Jontiff, 4275 Lake Road, noted BPPOA had not objected to other residents elevating the height of their seawalls by other methods.

In response to Chairman Moss' inquiry as to whether Commissioner Edmonson needed to comment on this issue, County Attorney Cuevas advised that the County Commission's decision on this matter must be based on evidence presented at today's hearing.

Mr. Maxwell cross-examined Mr. Solomon, Mr. Pickard and Ms. Jontiff.

After hearing no other persons to appear before the County Commission, Chairman Moss closed the public hearing.

In response to Chairman Moss' inquiry regarding the legal requirements on this issue, County Attorney Cuevas advised the Miami-Dade County Code lists criteria for the Commission to consider in resolving applications for Class 1 permits, and no specific evaluation factors existed for Restrictive Covenants.

Assistant County Attorney Peter Tell read into the record, Section 24-48.3 1(A) of the Miami-Dade County Code, regarding the applicable evaluation factors the Commission may consider in approving or denying the permit application.

Discussion ensued between Commissioner Sosa and Mr. Carlos Espinosa, Director, Department of Environmental Resources Management (DERM), in connection with the application's legal requirements.

In response to Commissioner Sosa's inquiry, County Attorney Cuevas advised the Commission must follow the County Code's evaluation criteria in considering this application, and these criteria did not include the BPPOA's Restrictive Covenants.

Commissioner Diaz indicated that he would vote in support of this proposed resolution, unless it could be proven that the property did not flood, and that staff was not in support of the application.

In response to Commissioner Gimenez' inquiry as to whether the applicant would be granted a permit if his seawall collapsed and he wanted to restore it to its original elevation, Mr. Espinosa said he did not believe a permit would be granted. He noted the other homeowners were not required to elevate their seawalls because they were grandfathered.

Pointing out that sea level rise would eventually occur, Commissioner Sorenson questioned whether BPPOA's aesthetics concerns and DERM's requirements could be addressed.

In response to Commissioner Sorenson's question, Mr. Espinosa said the applicant's seawall could remain in its present condition, and a retaining wall could be built in the upland portion of the property at the back of the existing seawall. However, he noted this option was not before the Commission.

Responding to Commissioner Heyman's concern regarding the potential impact(s) which elevating the subject seawall may have on the surrounding property owners, Mr. Espinosa said he believed that the seawall could be constructed without negatively impacting the adjacent property owner.

It was moved by Commissioner Diaz that the application of Ernesto Cambo be approved. This motion was seconded by Commissioner Barreiro, and upon being put to a vote, failed to carry by a vote of 3-9, (Commissioners Diaz, Barreiro and Sorenson voted "yes") (Commissioners Gimenez, Heyman, Jordan, Martinez, Rolle, Seijas, Sosa, Souto and Chairman Moss voted "no") (Commissioner Edmonson was absent).

Commissioner Sosa recommended the homeowners and the applicant work together to develop an acceptable plan that would allow the elevation to occur. She noted health and safety issues existed in the event of future flooding.

Upon the motion to approve the application of Ernesto Cambo having failed to carry, a resolution denying the application was assigned Resolution No. R-

324-10. (See report under Agenda Item 5B, Legislative File No. 100769).

2/17/2009 *Deferred by the Board of County Commissioners*

5B SUPPLEMENT

100030 **Supplement**

SUPPLEMENTAL INFORMATION REGARDING A CLASS I PERMIT — ***Presented***

5B

100769 **Resolution**

RESOLUTION RELATING TO AN APPLICATION BY ERNESTO CAMBO FOR A CLASS I PERMIT TO REINFORCE AND ELEVATE ONE HUNDRED FIVE (105) LINEAR FEET OF AN EXISTING SEAWALL TO AN ELEVATION OF PLUS FIVE POINT ZERO (+5.0) FEET NATIONAL GEODETIC VERTICAL DATUM (NGVD) AND REPLACE AN EXISTING MARGINAL WOOD DOCK WITH A MARGINAL CONCRETE DOCK AT 4255 LAKE ROAD, MIAMI, MIAMI-DADE COUNTY, FLORIDA (SEE ORIGINAL ITEM UNDER FILE NO. 090063) (Department of Environmental Resources Management) — ***Adopted Resolution R-324-10***

Report: *It was moved by Commissioner Diaz that the application of Ernesto Cambo be approved. This motion was seconded by Commissioner Barreiro, and upon being put to a vote, failed to carry by a vote of 3-9, (Commissioners Diaz, Barreiro and Sorenson voted "yes") (Commissioners Gimenez, Heyman, Jordan, Martinez, Rolle, Seijas, Sosa, Souto and Chairman Moss voted "no") (Commissioner Edmonson was absent).*

Upon the motion to approve the application of Ernesto Cambo having failed to carry, the foregoing resolution denying the application was enacted by the Board.

The foregoing resolution has been assigned R-324-10.

5C

092251 **Resolution** **Bruno A. Barreiro,**
Barbara J. Jordan,
Jose "Pepe" Diaz,
Audrey M. Edmonson,
Carlos A. Gimenez,
Sally A. Heyman,
Joe A. Martinez,
Dennis C. Moss,
Dorrin D. Rolle,
Natacha Seijas,
Rebeca Sosa,
Katy Sorenson,
Sen. Javier D. Souto

RESOLUTION NAMING THE MIAMI-DADE TRANSIT METROMOVER MAINTENANCE FACILITY AFTER JOSEPH BRYANT

Adopted
Resolution R-168-10
Mover: Bruno A. Barreiro
Seconder: Barbara J. Jordan
Vote: 13- 0

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution. After hearing no one, he closed the public hearing.

Chairman Moss announced that all commissioners would be added as co-sponsors.

Commissioner(s) Barreiro and Jordan noted memories of the late Joseph Bryant, and on behalf of the Board of County Commissioners presented Mr. Bryant's family with the resolution naming the Miami-Dade Transit Metromover Maintenance Facility in honor of his 30 years of County service and in memory of his giving his life in the line of duty.

The family of the late Joseph Bryant expressed their appreciation to the County Commission.

Mr. Harpal Kapoor, Transit Director, spoke of Mr. Bryant's accomplishments and noted he was hopeful that his memory would live forever by naming the Facility after him.

County Manager George Burgess noted the entire County family was honored that Mr. Bryant dedicated his career to serving the people of Miami-Dade County.

Chairman Moss announced the unveiling of the bronze plaque would begin at 1:00 p.m. today to officially name the Joseph Bryant Metromover Maintenance Facility located across the street from the Stephen P. Clark Government Center.

Note: This item is being reprinted to correct a scrivener's error.

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

10/6/2009 *Deferred by the Board of County Commissioners*

11/9/2009 *Legislative notes attached by the Commission Auditor*

11/17/2009 *Deferred by the Board of County Commissioners*

5D

100310 **Resolution**

RESOLUTION RELATING TO AN APPLICATION BY MSW INTRACOASTAL MALL, LLC FOR A CLASS I PERMIT AND TO REQUEST A VARIANCE FROM SECTION 24-48.24 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO AUTHORIZE NON-WATER-DEPENDENT FIXED STRUCTURES, A DECK AND CANOPY OVER TIDAL WATERS ASSOCIATED WITH AN UPLAND RESTAURANT AT 3501 SUNNY ISLES BLVD., NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA (Department of Environmental Resources Management)

Adopted
Resolution R-180-10
Mover: Sally A. Heyman
Seconder: Sen. Javier D. Souto
Vote: 9- 0
Absent: Rolle, Martinez, Diaz, Seijas

Report: *County Attorney Robert Cuevas read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution.

Mr. Howard Nelson, Bilzin Sumberg Baena Price and Axelrod, 200 South Biscayne Boulevard, attorney representing the applicant, appeared in support of the foregoing proposed resolution.

After hearing no one else wishing to speak, Chairman Moss closed the public hearing.

Hearing no further questions or comments, the Commission proceeded to vote on the foregoing proposed resolution.

5E

100327 **Resolution** **Joe A. Martinez, Sen. Javier D. Souto, Katy Sorenson**

RESOLUTION CO-DESIGNATING SW 24TH/26TH STREET FROM SW 115TH AVENUE TO SW 119TH AVENUE AS "PRESIDENT ABRAHAM LINCOLN BOULEVARD"

Adopted
Resolution R-181-10
Mover: Joe A. Martinez
Seconder: Sen. Javier D. Souto
Vote: 12- 0
Absent: Sosa

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution. After hearing no one, he closed the public hearing.

Commissioner Sorenson requested to be listed as a co-sponsor.

Hearing no further questions or comments, the Commission proceeded to vote on the foregoing proposed resolution.

5F

100238 **Resolution**

RESOLUTION APPROVING THE REVISED GENERAL PLAN OF THE GOLD COAST RAILROAD MUSEUM LOCATED AT 12450 SW 152 STREET IN THE MIAMI METROZOO ENTERTAINMENT AREA, IN COMPLIANCE WITH SECTION 33-303 OF THE CODE OF MIAMI-DADE COUNTY (Department of Planning & Zoning)

Adopted
Resolution R-182-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 13- 0

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution. After hearing no one, he closed the public hearing.

Mr. Jack Kardys, Director, Parks and Recreation Department, noted this item was part of the comprehensive Miami Metro Zoo entertainment plan. He introduced Mr. Kevin Asher, Chief Planner, who would provide a more detailed overview of the proposal.

Mr. Asher presented a PowerPoint presentation of the plan, commenting that the project was located adjacent to the north side of the Miami MetroZoo; it extended the entertainment area of the Zoo; it revised and modernized the Gold Coast Railroad Museum project; it introduced a new military museum; and it provided a pedestrian Main Street. He noted Main Street would be a privately developed marketplace destination with a civic square, integrating both retail and food service operations.

Mr. Michael Hall, Executive Director, Gold Coast Railroad Museum, commented that the Museum was currently in its 54th year of operation and noted his support of the proposed master plan.

Assistant County Manager Alex Munoz noted the project was just one part of the overall Miami MetroZoo development plan that would assist growth at the Zoo and in the surrounding community.

Commissioner Barreiro spoke in support of the proposal.

Chairman Moss said that additional presentations would be forthcoming about developments at the Miami MetroZoo.

Hearing no further questions or comments, the Commission proceeded to vote on the foregoing proposed resolution.

6 CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

6A RESOLUTIONS

6B POLICY MATTERS FOR DISCUSSION BY THE BOARD

6B1

100329 **Report** **Dennis C. Moss**

ORAL REPORT ON MIAMI MARLIN STADIUM REGARDING LOCAL HIRING AND SMALL BUSINESS DEVELOPMENT *Presented*

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed report into the record.*

Mr. Jose Galan, Chief of Program Legislation, Office of Capital Improvements, noted that quarterly reports were provided to County Commissioners by the County Manager which provided Miami Marlin Stadium ballpark and public infrastructure construction updates; budgets; lead certification; small business participation and local workforce participation data. He noted the project was currently tracking on-time and within budget. Mr. Galan said construction was approximately 25 percent complete; it was currently in the final permitting phase with the north and south roof support columns in place; track beams were being raised; and progress was being made with the seating areas. He noted public infrastructure improvements underway included a storm water drainage system; new water and sanitary sewer lines; sidewalks and roads on NW 14th and 16th Avenues as well as NW 4th and 6th Streets. He said the goal was for the Ballpark to be the first in the County with Silver Lead Certification and the second in the country with this designation.

Mr. Galan noted over 400 artists responded to a Call to Artists issued by the Department of Cultural Affairs and the Selection Committee chose the following three artists: Red Grooms from New York for the home run feature; Carlos Cruz Diaz from Paris for the paving designs for the West Plaza Stadium entrance; and Daniel Arsham from Miami, now living in New York, for the West Plaza Tree Column lighting and creating the East Plaza Commutative Marker. He noted the Ballpark budget remained at $515 million and $22.7 million for public infrastructure improvements which was shared equally between the County and the City of Miami. Mr. Galan said monthly project coordination team meetings were held to discuss ballpark progress and included representatives from the Miami Marlins, Hunt Construction Group, Moss & Associates, Miami-Dade County, the City of Miami, and Commissioner Barreiro.

Ms. Penelope Townsley, Director, Small Business Development (SBD), noted a close working relationship with the Stadium Developer and Construction Manager during the previous 11 months. She said weekly, bi-weekly and monthly meetings were held to ensure compliance with small business, workforce goals, aspirational goals and project wage requirements. Ms. Townsley noted all aspirational and required goals had already been exceeded due to the commitment and diligence of the team and County staff.

Ms. Townsley noted that as of December 2009, SBD had reviewed 52 out of a projected 59 bid packages and 16 bid packages valued at $227 million had been awarded with measures. She said aspirational goals had required that 50 percent of the workforce be local Miami-Dade County residents with 20 percent within the City of Miami. Ms. Townsley noted achievement of 64 percent and 30 percent respectively. She said the aspirational local firm participation rate had required that 35 percent of the participating firms be Miami-Dade County businesses and the achievement to date was 59 percent of local firms being awarded contracts and 56 percent were currently working.

Ms. Townsley noted Small Business goals required eight-percent ($25 million) in community small business (CSB) participation and the commitment achieved was 16 percent of $45 million. She said the Small Business Enterprise Goods and Services goal was two-percent ($5 million) and the achievement to date was four-percent ($10 million). Ms. Townsley said the Community Workforce goal required that 11.8 percent of the workforce be

designated target area residents and to date the achievement was 26 percent.

In response to Chairman Moss' and Commissioner Jordan's request for a written report of the information presented at today's (2/18) meeting, Ms. Townsley advised him that a quarterly report was previously submitted and monthly reports would be forthcoming. She noted the reports would include a breakdown of each of the firms together with the amounts and the the level of goal achievement categories.

Commissioner Barreiro noted a substantial portion of Stadium bids would soon be approved and he was hopeful that within the next two months complete details on the number of firms and workers would be available.

Chairman Moss acknowledged Commissioner Barreiro for serving as the County Commission's representative to the Miami Marlins Stadium Construction project.

6B2

100347 **Discussion Item** **Dennis C. Moss**

DISCUSSION REGARDING THE UPDATE ON HAITI RELIEF ***Presented***

Report: *Commissioner Edmonson commended the members of Task Force 1 and expressed her appreciation to her colleagues on the County Commission for their ongoing hard work with the Haiti Relief efforts. She said that Mr. Curtis Sommerhoff, Emergency Management Director would provide an update on relief operations, noting the tremendous job which continued to be performed by his team. Commissioner Edmonson noted that Haiti was still suffering one month after the catastrophe and the South Florida community continued to assist in the relief effort. She said the safety and security of Haitian children was of particular concern with 27 children currently being treated at Jackson Memorial Hospital (JMH).*

Commissioner Edmonson said that Secretary George Sheldon, Department of Children and Families (DCF), and Secretary Thomas Arnold, Agency for Health Care Administration, reiterated their support for reimbursing JMH for all expenses related to the care provided to these children. She noted the federal government had activated the National Disaster Medical System which provides reimbursement for all costs incurred by JMH. Commissioner Edmonson commended the DCF for providing a secure venue and facilitating the unification of children already in the adoption process. She noted that some Haitian children had settled in South Florida and were attending local schools and more arrivals were anticipated.

Commissioner Edmonson said that the U.S. Coast Guard had already intercepted and repatriated approximately 200 Haitians. She noted Miami-Dade County should engage the federal government in meaningful discussions and actions which would lead to the full recovery of Haiti as well as reimbursement and support for its initiatives. Commissioner Edmonson said she would amend item 11A1 on today's (2/18) agenda to reflect Miami-Dade County's commitment to Haiti. In conclusion, Commissioner Edmonson expressed appreciation to the municipalities throughout the County for their active participation in County relief efforts; the County Mayor; Administration and her colleagues for their hard work and continued support.

Mr. Sommerhoff noted 407 pallets/247 tons of relief supplies, water, non-perishable food, medical supplies, baby items, tents and other items had been delivered to Haiti and had been distributed by partner agencies including: Food for the Poor, Project Medishare, The Haitian American Relief Committee and Christian Fellowship Church. He said that three to six repatriation flights arrived daily at Miami International Airport (MIA); that Concourse F served as the site to coordinate services for repatriated citizens; and that 4,413 clients had been served by DCF at that site. Mr. Sommerhoff noted the U.S. Department of Health and Human Services, Office of Refugee Resettlement, was coordinating the arrival and transfer of sponsored orphans from Haiti to families in the United States. He said that American Airlines would resume regular air service to Port-au-Prince on February 19, 2010; and that medical flights were coordinated through the Health and Human Services National Disaster Medical System.

Mr. Sommerhoff noted the federal government had guaranteed appropriate medical reimbursement for costs incurred at 110 percent of the Medicare rates. He noted approximately 213 patients were treated by local hospitals, of which 72 were children and 26 remained hospitalized. Mr. Sommerhoff said approximately 7,000 people were repatriated through MIA and Homestead Air Reserve Base. He noted the Edison Neighborhood Center had transitioned from an information center to a recovery center with DCF providing Medicaid, food stamps, temporary assistance for needy families, refugee medical assistance, and repatriation assistance; with Dade Legal Aid

providing assistance with completing immigration paperwork, Temporary Protected Status applications and other legal counsel; with the availability of grief counseling; and the South Florida Work Force providing employment, interviewing techniques and job training assistance. Mr. Sommerhoff said that long term housing issues remained an obstacle with the potential of a mass evacuation prior to a land falling hurricane in Haiti or mass migration following such an instance.

Commissioner Seijas commented that 300 children had already registered at Miami Palmetto High School through the combined efforts of the Health Department and the School Board.

Chairman Moss expressed concern that essential work to rebuild Haiti remained a priority although the media coverage was no longer present. He said he wanted to ensure that the local community did not lose focus on the crisis and remained engaged.

Commissioner Diaz noted Haiti had approximately 60 tremors since the earthquake and the Haitian people were beyond stress; buildings were no longer standing; and a tent city existed. He said the local community needed to be reminded of the needs of the Haitian people.

Commissioner Jordan provided an overview of a series of three meetings with African-American churches. She said the first meeting was attended by approximately 50 pastors from Haitian churches and information was provided relative to various drop-off sites and providing information to support the coordinated effort. Commissioner Jordan noted specific areas in Haiti were identified that were in need of supplies. She said she would provide copies of the minutes from these meetings to Commission members.

Commissioner Souto noted the economic recovery effort would take many years and suggested that the County purchase items that were made in Haiti if possible. He also suggested that local schools and colleges develop cooperative efforts such as 4-H programs to support the Haiti relief efforts.

Commissioner Sosa commended Commissioner Edmonson for her leadership and dedication to the Haiti Relief effort. She also noted the contributions of Mr. Alberto Carvalho, Miami-Dade County Public Schools Superintendent and Ms. Perla Tabares Hantman, Miami-Dade County Public Schools Board Member.

Commissioner Edmonson noted that she would sponsor an event for the collection of tents.

Commissioner Edmonson asked Mr. Sommerhoff to apprise her as to whether children had been included in the repatriated group and noted that she would ask the Department of Children and Families to provide her with the same information.

Commissioner Edmonson asked County Manager Burgess to ensure the County Commission was provided with a report in response to her request made at the January 21, 2010 Commission meeting regarding the partnership with Miami-Dade County Public Schools, Baptist Hospital (f.k.a Homestead Hospital), and the Liberty City facility pertaining to the Haitian relief efforts.

Commissioner Sorenson asked that Homestead elected officials be apprised and included in the process related to the provision of services to earthquake

victims at the former Homestead Hospital.

7 ORDINANCES SET FOR SECOND READING

7A

093228 **Ordinance** **Natacha Seijas, Jose "Pepe" Diaz, Audrey M. Edmonson, Sally A. Heyman, Rebeca Sosa, Bruno A. Barreiro, Barbara J. Jordan, Dennis C. Moss, Katy Sorenson, Dorrin D. Rolle**

ORDINANCE ESTABLISHING CHAPTER 22 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROHIBITING WAGE THEFT, PROVIDING ADMINISTRATIVE PROCEDURES AND PRIVATE CAUSE OF ACTION FOR WAGE THEFT PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE *Amended*

Report: *(See Agenda Item 7A Amended; Legislative File No. 100638)*

12/15/2009 *Tentatively scheduled for a public hearing by the Board of County Commissioners to the Government Operations Committee*

12/15/2009 *Adopted on first reading by the Board of County Commissioners*

1/12/2010 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

2/5/2010 *Legislative notes attached by the Commission Auditor*

7A AMENDED

100638 **Ordinance** **Natacha Seijas,**
Bruno A. Barreiro,
Jose "Pepe" Diaz,
Audrey M. Edmonson,
Sally A. Heyman,
Barbara J. Jordan,
Dennis C. Moss,
Dorrin D. Rolle,
Katy Sorenson,
Rebeca Sosa

ORDINANCE ESTABLISHING CHAPTER 22 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROHIBITING WAGE THEFT, PROVIDING ADMINISTRATIVE PROCEDURES AND PRIVATE CAUSE OF ACTION FOR WAGE THEFT PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE (SEE ORIGINAL ITEM UNDER FILE NO. 093228)

Adopted as amended
Ordinance 10-16
Mover: Natacha Seijas
Seconder: Barbara J. Jordan
Vote: 10- 0
Absent: Heyman, Souto, Martinez

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed ordinance into the record.*

Commissioners Barreiro, Jordan, Heyman, Sosa, Rolle, and Chairman Moss requested to be added as co-sponsors.

Commissioner Seijas advised that the foregoing item was not a public hearing but three speakers would be allowed to address the County Commission.

Mr. Jose Rodriguez, Member of the South Florida Wage Theft Task Force, 3000 Biscayne Boulevard, Miami, Florida, appeared before the Commission in support of the foregoing proposed ordinance. He noted this proposal would assure payment for work performed and provide a venue for assistance if workers were not paid. Mr. Rodriguez said that assisting victims was the appropriate action and was a good economic practice for the community. He expressed appreciation to the Commission members for their support.

Ms. Francesca Jimenez, representing the Florida Immigrant Coalition, appeared before the Commission on behalf of immigrants, United States born workers, organizations that represent the Coalition's common interests, and members of the South Florida Wage Theft Task Force. She expressed appreciation to the Commission for protecting the interests of low-income workers and fighting for the fair treatment of all residents. Ms. Jimenez urged the Commission to vote in favor of the foregoing proposed ordinance.

Mr. Fred Frost appeared before the Commission in support of the foregoing proposed ordinance. He noted today's decision would make an impact on peoples' lives and would convey a message that Miami-Dade County would not tolerate wage theft.

It was moved by Commissioner Seijas that the foregoing proposed ordinance be adopted. This motion was seconded by Commissioner Jordan.

Commissioner Diaz expressed appreciation to Commissioner Seijas for proferring this legislation and spoke in favor of the foregoing proposed ordinance. He said this was an issue about paying people for work performed and the fair treatment of people.

Commissioner Gimenez noted the positive intent of this proposal; however, he expressed concerns regarding unintended consequences, and suggested people could obtain resolution through other venues.

In response to Commissioner Gimenez' inquiry whether the contents of Item 7A Supplement were incorporated in the proposed ordinance, First Assistant County Attorney Price-Williams noted the Commission would be required to amend this proposal in order to incorporate the recommendations contained within the supplemental item.

Commissioner Gimenez asked Commissioner Seijas if she would accept an amendment to establish a sunset provision to allow review of the legislation after five years, and to require semi-annual reports during the first year followed by annual reports thereafter.

Commissioner Seijas accepted the amendment proffered by Commissioner Gimenez.

In response to Commissioner Gimenez' inquiry whether a complainant had the ability to seek further relief from a State or Federal court once an award was made at the County level, Assistant County Attorney Bill Candela responded that a complainant would be barred from pursuing the same claim in a State or Federal Court.

Commissioner Gimenez noted his major concern was that the County would be shouldering the burden of the State and Federal government; however, he believed the fiscal report would ensure the intent of this proposed ordinance would be carried out.

Commissioner Sorenson commended Commissioner Seijas for sponsoring this legislation, noting that government's role was to protect the people's interests. She stated the proposed ordinance included a $75,000 fiscal impact for administrative costs and hearing examiner fees.

Responding to Commissioner Jordan's inquiry regarding the County's potential liability and recovery fees associated with this proposed legislation, Assistant County Attorney Candela advised Commissioner Jordan that the County would not be liable in the event an employer prevailed in a lawsuit. He noted the Hearing Examiner shall assess the cost of the hearing to the employer should he/she determine the employer was in violation of this proposed ordinance.

Commissioner Jordan offered a friendly amendment that administration of this ordinance be placed in the Office of Human Rights due to its subpoena powers.

Commissioner Seijas noted she preferred to wait until the Administrative Order was prepared to allow more time to review this suggestion.

Commissioner Jordan concurred.

Commissioner Seijas acknowledged her colleagues for their thoughtful participation; Commissioner Gimenez for his co-sponsorship and for holding a Sunshine meeting regarding this proposed ordinance; the community members present today who had experienced difficult times; and the County Attorneys for their hard work.

Chairman Moss expressed appreciation to Commissioner Seijas for sponsoring this legislation.

Upon conclusion of the foregoing discussion, the Commission proceeded to vote.

7A SUPPLEMENT

100322 **Supplement**

SUPPLEMENT INFORMATION TO ORDINANCE ESTABLISHING CHAPTER 22 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROHIBITING WAGE THEFT ***Presented***

8 DEPARTMENTAL ITEMS

8A Thru 8J **(No items were submitted for these sections.)**

8K DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

8K1A

100236 **Resolution**

RESOLUTION APPROVING AMENDMENTS TO IMPLEMENTING ORDER 2-11 FOR THE NEIGHBORHOOD STABILIZATION PROGRAM [SEE AMENDED ITEM UNDER FILE NO. 101120] (Department of Housing and Community Development) ***Amended***

Report: *(See Agenda Item 8K1A Amended; Legislative File No. 101120)*

2/10/2010 *Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Housing & Community Development Committee*

8K1A Amended

101120 **Resolution**

RESOLUTION APPROVING AMENDMENTS TO IMPLEMENTING ORDER 2-11 FOR THE NEIGHBORHOOD STABILIZATION PROGRAM [SEE ORIGINAL ITEM UNDER FILE NO. 100236] (Department of Housing and Community Development)

Adopted as amended
Resolution R-183-10
Mover: Barbara J. Jordan
Seconder: Dorrin D. Rolle
Vote: 11- 0
Absent: Gimenez, Moss

Report: *County Attorney Robert Cuevas read the foregoing proposed resolution into to the record.*

Commissioner Barreiro suggested the foregoing proposed resolution be revised in order to leverage additional funding and identify matching funds from municipalities with Neighborhood Stabilization Programs (NSP).

Ms. Shalley Jones-Horn, Director, Department of Housing and Community Development, advised that the current Implementing Order (IO) allowed the department to accomplish Commissioner Barreiro's suggestion; and it did not prevent the department from joining forces with municipalities in projects. She noted that areas previously designated as priority and high priority areas prohibited the department from investing funds within those areas.

Discussion ensued in connection with the number of foreclosures within some of the districts and the intent and content of the foregoing proposed resolution.

Commissioner Seijas asked that Ms. Jones-Horn and the General Services Administration Director meet with her regarding the high incidence of foreclosures in Commission District 13.

Discussion ensued in regards to entitlement communities, the categories and process to purchase properties, and how funding was used by those communities.

Commissioner Barreiro asked if Ms. Jones-Horn would be amenable to amending the foregoing proposed resolution to address multi-family housing and have it as an option instead of a mandate.

Discussion ensued in connection with the restrictions placed on funding.

Ms. Jones-Horn explained how the foregoing proposed resolution amended the current IO.

In response to Commissioner Rolle's request to have the issues of entitlement communities and municipalities addressed, Assistant County Attorney Brenda Neuman advised two amendments would be read into the record.

Commissioner Rolle asked Assistant County Attorney Neuman to meet with him to discuss vendor eligibility pool requirements and entitlement district restrictions for a multi-family foreclosure property in North Miami that he submitted to the General Services Administration for inclusion in the NSP.

Upon the request of Commissioner Barreiro, Assistant County Attorney Neuman noted the foregoing proposed resolution would be amended on handwritten page 5 to add the following sentence in the second paragraph: "This Board further directs the Mayor or his designee, if required by federal regulations, to amend the County's Substantial Amendment with the U.S. Department of Housing and Urban Development to permit the use of Neighborhood Stabilization Program (NSP) funding in entitlement communities for the acquisition and rehabilitation of multi-family properties."

Assistant County Attorney Neuman also noted that handwritten page 17, under Section B in the chart section entitled "Location of Property," would be amended to add the following language after the word amendment to reflect "multi-family properties may be located in the Unincorporated Municipal Service Area (UMSA) or a municipality, however, in the event a municipality

is an entitlement community a benefit to UMSA must be shown."

Ms. Jones-Horn read an additional amendment into the record to be inserted in the last paragraph of Section II on handwritten page 16, following the sentence starting with the words "In such cases ..." to reflect: "If other financing will be used by the developer in addition to Neighborhood Stabilization Programs (NSP) funds, the additional financing must have been identified by the developer prior to the developer presenting the projects to the County. The funds may be provided as a deferred loan payable at the end of the affordable period. The projects are subject to a subsidy layering review. In order to meet the deadline by the Housing and Urban Development (HUD) to obligate NSP funds, the Mayor or Mayor's designee will award NSP funds to developers for the acquisition and rehabilitation of multi-families properties in accordance with the NSP Program and the criteria set forth in this IO, but is not required to bring these awards before the Board of County Commissioners for approval. The Mayor or Mayor's designee will further execute and record all necessary agreements, contracts and amendments necessary to further the purposes of the NSP Program and this IO.

Hearing no further discussion, the County Commission proceeded to vote on the foregoing proposed resolution as amended.

8K1B

100177 **Resolution**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO AMEND THE COUNTY'S DISASTER RECOVERY INITIATIVE (DRI) ACTION PLAN FROM THE 2005 DRI FLORIDA ROUND 1 PROGRAM OF THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND FURTHER AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND GRANT FUNDS; EXECUTE SUCH CONTRACTS AND AMENDMENTS REQUIRED; APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS; AND FILE AND EXECUTE ANY NECESSARY AMENDMENTS, MODIFICATIONS, RENEWALS, CANCELLATIONS, AND TERMINATION PROVISIONS OF ANY RESULTING CONTRACTS AND AGREEMENTS UPON APPROVAL FROM THE OFFICE OF THE COUNTY ATTORNEY (Department of Housing and Community Development)

Adopted
Resolution R-184-10
Mover: Audrey M. Edmonson
Seconder: Barbara J. Jordan
Vote: 12- 1
No: Martinez

Report: *Chairman Moss presented the foregoing proposed resolution.*

Hearing no questions or comments, the County Commission proceeded to vote on the foregoing proposed resolution.

2/10/2010 *Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Housing & Community Development Committee*

8L Thru 8N **(No items were submitted for these sections.)**

8O **PROCUREMENT MANAGEMENT DEPARTMENT**

8O1A

100311 **Resolution**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE OPTION-TO-RENEW PERIODS FOR COMPETITIVE CONTRACTS AWARDED UNDER THE COUNTY MAYOR OR THE COUNTY MAYOR DESIGNEE'S DELEGATED AUTHORITY FOR THE PURCHASE OF GOODS AND SERVICES (Procurement Management Department)

Adopted
Resolution R-174-10
Mover: Barbara J. Jordan
Seconder: Sally A. Heyman
Vote: 13- 0

8O1B

100313 **Resolution**

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS WITH DE LEON & DE LEON, P.A. AND CLYNE AND ASSOCIATES, P.A. TO OBTAIN PRIVATE ATTORNEY SERVICES, IN THE AMOUNT NOT TO EXCEED $200,000.00 FOR THE INITIAL CONTRACT TERM AND $600,000 FOR THE OPTION TO RENEW PERIODS IN THE AGGREGATE FOR MIAMI-DADE PUBLIC HOUSING AGENCY TO ASSIST THE COUNTY IN HOUSING EVICTION ACTIONS, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACTS NO. 661A AND 661B (Procurement Management Department)

Adopted
Resolution R-175-10
Mover: Dorrin D. Rolle
Seconder: Katy Sorenson
Vote: 10- 2
No: Heyman, Barreiro
Absent: Gimenez

Report: *Commissioner Martinez commented on the current procurement process and the impact of the vote taken by members of the Selection Committee in the final result and recommendation of the Request for Proposal (RFP). He noted that the vote of a single member could negatively impact the Selection Committee's recommendation.*

Commissioners Barreiro expressed disapproval for the foregoing proposed resolution and noted that this could be accomplished in-house.

Commissioner Heyman also expressed disapproval for the foregoing proposed resolution and noted she would not support outsourcing.

Discussion ensued in connection with the background and history of this proposed item.

Hearing no further questions or comments, the Commission proceeded to vote on the foregoing proposed resolution.

8O1B SUPPLEMENT

100314 **Supplement**

SUPPLEMENT TO CONTRACT AWARD RECOMMENDATION FOR CONTRACTS NO. 661A AND 661B: PRIVATE ATTORNEY SERVICES - MIAMI-DADE PUBLIC HOUSING AGENCY

Presented

8O1C

100303 **Resolution**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE OPTION-TO-RENEW PERIODS FOR NON-COMPETITIVE CONTRACTS AWARDED UNDER THE COUNTY MAYOR OR THE COUNTY MAYOR DESIGNEE'S DELEGATED AUTHORITY FOR THE PURCHASE OF GOODS AND SERVICES (Procurement Management Department)

Adopted
Resolution R-176-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

8O1D

100354 **Resolution**

RESOLUTION AUTHORIZING MODIFICATION FOR CONTRACT NO. TR04-TSB FOR ADDITIONAL TIME AND SPENDING AUTHORITY IN THE AMOUNT OF $20,092,000 FOR THE MIAMI-DADE TRANSIT DEPARTMENT TO CONTINUE TO PURCHASE DEMAND RESPONSE PARATRANSIT TRANSPORTATION SERVICES; WAIVING THE REQUIREMENTS OF SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTIONS 2-8.1 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE PERTAINING TO COMPETITIVE BID PROCEDURES AND THE BID PROTEST PROCESS, BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN (Procurement Management Department)

Amended

Report: *(See Item 8O1D Amended; Legislative File No. 100502).*

8O1D Amended

100502 **Resolution**

RESOLUTION AUTHORIZING MODIFICATION FOR CONTRACT NO. TR04-TSB FOR ADDITIONAL TIME AND SPENDING AUTHORITY IN THE AMOUNT OF $20,459,559.16 FOR THE MIAMI-DADE TRANSIT DEPARTMENT TO CONTINUE TO PURCHASE DEMAND RESPONSE PARATRANSIT TRANSPORTATION SERVICES; WAIVING THE REQUIREMENTS OF SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTIONS 2-8.1 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE PERTAINING TO COMPETITIVE BID PROCEDURES AND THE BID PROTEST PROCESS, BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN [SEE ORIGINAL ITEM UNDER FILE NO. 100354] (Miami-Dade Transit Agency)

Adopted as amended
Resolution R-177-10
Mover: Carlos A. Gimenez
Seconder: Rebeca Sosa
Vote: 11- 1
No: Sorenson
Absent: Moss

Report: *NOTE: On handwritten page 2, the last sentence in the Performance/Compliance Data section should read: MDT has advised the contractor of its intent to assess liquidated damages in an amount exceeding $1 million.*

County Manager George Burgess presented the foregoing proposed resolution, noting it included a Call Center provision to provide additional internal controls and checks and balances. He advised that if the item passed the Call Center would be transferred to Miami-Dade County.

Commissioner Seijas expressed dissatisfaction with the provisions of the foregoing item regarding the involvement of Director James Loftus and the Miami-Dade Police Department (MDPD).

Discussion ensued in connection with the involvement of Director Loftus and the Miami-Dade Police Department.

It was moved by Commissioner Jordan that the foregoing proposed resolution be adopted. This motion was seconded by Commissioner Heyman, and the floor was opened for discussion.

County Manager Burgess commented on the importance of the Call Center in the procurement process. He referenced the remarks regarding nonpayment on page 2 of the report submitted and noted that the County had failed to honor its financial obligation due to the lack of invoicing. He asked Ms. Miriam Singer, Procurement Director, to explain the procurement process.

Procurement Director Miriam Singer provided an overview of the County's procurement process and noted that the Request for Proposals (RFP) No. 709 was currently under the Cone of Silence. She recommended that a 6-month extension with the incumbent firm be approved.

Assistant County Manager Ysela Llort clarified that the requirement of self-reporting was to Miami-Dade Transit Department (MDTD) and not to MDPD.

County Manager Burgess further explained the importance of the issue of internal checks and balances and maintaining the Call Center separate from the provider. He requested that the 6-month extension be approved while conducting the RFP process.

Commissioner Sosa asked that the issue of the Call Center be discussed separately.

Commissioner Jordan expressed her concerns for the Call Center in terms of the decision beyond the transition period and noted it should be discussed as part of the RFP addendum. She advised she had problems with the RFP proceeding without the Call Center. She requested to be provided with information on the cost and fiscal impact to MDT's budget.

County Manager Burgess proposed to discuss the Call Center issue at a later point in the presentation. He noted that the existing contract and pending RFP included a Call Center provision in order to provide for safeguards and checks and balances.

Mr. Miguel De Grandy, attorney representing Advanced Transportation Solutions, Inc. (ATS), the current paratransit service provider, appeared before the County Commission in connection with the foregoing proposed

resolution. He refuted the allegations that ATS owed the County over $1 million in liquidated damages, and impeded the investigation regarding alleged fraudulent Special Transportation Services (STS) activities. Mr. De Grandy discussed the categories of liquidated damages imposed, and noted ATS reimbursed the County for 7,500 potentially fraudulent trips. He responded to comments made by Director Loftus regarding STS fraud.

Vice-Chairman Diaz noted this was not a public hearing; however, he would allow the following speakers to address the Commission.

The following persons appeared before the County Commission in opposition to the County assuming responsibility of the STS Call Center functions:

Mr. Denny Wood, President, Florida Paraplegic Association, Inc., 1300 SW 92 Avenue, B-403, Miami, 33176;
Ms. Natasha Alvarez, 9209 SW 141 Place, Editor and Founder, Audacity Magazine.com;
Mr. Mike Lantz, 3425 Collins Avenue, Miami Beach, 33140;
Ms. Nicole Westbrook, 9041 SW 156 Street; and
Reverend Robert L. Jackson, 17631 NW 41 Avenue, Miami Gardens, 33055.

Discussion ensued in connection with whether the Call Center should be included in the procurement process of this contract, how to prevent fraud, and what would constitute a fair and competitive process.

Commissioner Edmonson asked that some members of the Selection Committee for the paratransit contract be comprised of people outside the County in order to ensure a fair and competitive process.

Commissioner Seijas noted she would like to be able to review and discuss the RFP addenda.

County Manager Burgess noted he would support extending the timeframe and emphasized the importance of the RFP versus an Invitation to Bid (ITB). He advised he strongly supported the Call Center provision inasmuch as he wished to supervise the group.

In response to Commissioner Seijas' inquiry as to whether the County would absorb the 36 Call Center positions, County Manager Burgess advised he would consider and afford all those individuals an opportunity with an open mind.

Commissioner Seijas commented that she only wished to have considered the 36 existing positions rather than 39 positions.

Ms. Judy Zito, Director, Government Information Center, advised that she would meet with those individuals affected.

Commissioner Seijas asked Ms. Singer to provide her with a list of the 14 firms that were contacted regarding the provision of paratransit services and their responses.

Commissioner Jordan commented that MDPD made recommendations to MDT during the RFP process in order to prevent the reoccurence of past incidents. She asked that Administration provide her with the list of recommendations made to MDT from the detective involved in that investigation. Commissioner Jordan also asked to see the written

recommendation stipulating that the Call Center should be transferred. She noted that the recommendation to transfer the Call Center to the County was not made by MDPD.

Commissioner Jordan questioned the rationale for the hiring of 39 positions especially when the County was facing a $50 million budget shortfall and considering possible layoffs. She expressed concerns regarding the impact of that recommendation on MDT's budget. Commissioner Jordan also expressed concerns regarding cuts to additional bus routes and services if MDT's funds were utilized to fund the Call Center.

Discussion ensued as to whether the implementation of a Global Positioning System (GPS) would eliminate fraud and whether it was necessary to extend the contract for six months.

Commissioner Jordan suggested that the current Selection Committee be dismissed and that a new Selection Committee be appointed in order to allow participation from the Special Transportation Service pool in Monroe and Palm Beach Counties.

Commissioner Jordan advised she would consider a motion to extend the contract and transfer the Call Center including an addendum to the current RFP with either a new or current provider. She noted that she would also entertain a motion on the RFP itself.

Upon conclusion of the foregoing discussion, it was moved by Commissioner Martinez that the six-month contract extension be approved. This motion was seconded by Commissioner Sorenson, and the floor was opened for discussion.

Commissioner Sosa noted that she supported the six-month contract extension but not the current RFP as proposed. She advised that the current provider should not be penalized inasmuch as this firm had identified the unlawful misconduct. She commented on her support for the implementation of the GPS technology and the need for oversight.

Commissioner Gimenez commented that he supported the six-month contract extension and the transfer of the Call Center to the County, if financed by the provider inasmuch as the County would realize a $1 million savings.

In response to Commissioner Gimenez's inquiry, County Attorney Cuevas advised that a motion had to be made to present the RFP before the County Commission at the March 2, 2010 meeting.

Discussion ensued in connection with whether the issue of transferring the Call Center to the County could be made part of the negotiations and incorporated into the RFP.

County Attorney Cuevas referred to the County Manager's memorandum entitled "Changes for the February 18, 2010, meeting" and referenced the scrivener's error notes regarding liquidated damages.

Assistant County Attorney Libhaber noted an error existed in the informational item and MDT had not yet assessed those liquidated damages. He stated that the County Commission was not taking action on that item and it was only for disclosure purposes.

Discussion ensued in connection with the issue of liquidated damages and the

financial impact of those damages on the provider.

County Manager Burgess commented on the need to extend the contract six months to prevent service interruption and explained the difference between the RFP and ITB. He noted that the RFP date could be changed to include all technology, and he would personally appoint the Selection Committee. He expressed his concerns if finalization of the contract was delayed further.

Discussion ensued in regards to the transfer of the Call Center to the County and whether priority should be given to current County employees.

It was moved by Commissioner Martinez that the contract be extended. This motion was seconded by Commissioner Sosa.

County Attorney Cuevas advised that a motion to approve a bid waiver was necessary for a contract extension.

It was moved by Commissioner Martinez that the County Commission authorize waiving competitive bidding and extend the existing contract with ATS for paratransit services. This motion was seconded by Commissioner Sosa, and upon being put to a vote, passed by a vote of 12-0, (Chairman Moss was absent).

It was moved by Commissioner Gimenez that the employees of the current provider and supervisors be transferred to the County facility with oversight by the County while the supervisors remained employees of the provider for six months. This motion was seconded by Commissioner Martinez.

Commissioner Sosa advised that the employees should be paid by the provider.

Commissioner Martinez amended the foregoing motion to include in the RFP installation of GPS technology in the vehicles.

In response to Commissioner Sosa's inquiry regarding the issue of liability, County Attorney Cuevas responded that no liability would be incurred; but the County would have to secure an agreement from the provider on those terms.

County Attorney Cuevas advised that the contract amount ceiling had to be increased to approximately $20.92 million to include the aforementioned requests.

Following discussion regarding the additional contract amount to be incurred by imbedding County employees into the operation, it was moved by Commissioner Gimenez that during the extension period, rather than transferring the Call Center function from the contractor to the County, the County would imbed County personnel at the ATS Call Center facility to oversee ATS' operations and eliminate the $0.57 per call credit the County would have received for performing this function. This motion was seconded by Commissioner Martinez, and upon being put to a vote, passed by a vote of 11-1, (Commissioner Sorenson voted "no") (Chairman Moss was absent).

County Attorney Cuevas noted that leaving the Call Center operations with ATS would result in a contract ceiling increase of $367,000.

It was moved by Commissioner Gimenez that the RFP comes back at the March 2, 2010 County Commission meeting for review, and modification with

the option to extend the date at that time. This motion was seconded by Commissioner Sosa, and upon being put to a vote, passed by a vote of 11-1, (Commissioner Sorenson voted "no") (Chairman Moss was absent).

Commissioner Sosa asked that a cost estimate of the integration of the GPS technology be prepared for the March 2, 2010, Commission meeting.

Commissioner Seijas asked that the format for the Selection Committee be presented for discussion at the March 2, 2010, County Commission meeting.

Vice-Chairman Diaz asked that all pertinent information be disseminated three to four days in advance of the Commission meeting.

Hearing no further discussion, the County Commission proceeded to vote on the foregoing proposed resolution as amended.

9 ADDITIONAL DEPARTMENTAL ITEMS

9A1

100331 **Resolution**

RESOLUTION RATIFYING THE MAYOR OR MAYOR'S DESIGNEE'S SUBMISSION OF AN APPLICATION FOR FUNDS IN THE AMOUNT OF $2,224,960 FROM THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 - BROADBAND TECHNOLOGY OPPORTUNITIES PROGRAM (BTOP) OF THE UNITED STATES DEPARTMENT OF COMMERCE NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO RECEIVE AND EXPEND SAID GRANT FUNDS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE'S TO EXERCISE AND EXECUTE SUCH CONTRACTS, AGREEMENTS, MEMORANDA OF UNDERSTANDING, AND AMENDMENTS AFTER APPROVAL BY THE COUNTY ATTORNEY'S OFFICE; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO MODIFY OR AMEND THE APPLICATION IN ORDER TO RECEIVE ADDITIONAL FUNDS OR TO EXTEND THE PERFORMANCE PERIOD AS REQUIRED IF AWARDED; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE (SEE ORIGINAL ITEM UNDER FILE NO. 093315) (Library Department)

Adopted
Resolution R-185-10
Mover: Rebeca Sosa
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Heyman, Seijas

1/11/2010 *Forwarded to BCC with a favorable recommendation with committee amendment(s) from the Recreation, Culture & Tourism Committee*

2/10/2010 *Legislative notes attached by the Commission Auditor*

9A2

100264 **Resolution**

RESOLUTION RATIFYING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE ACTIONS, AS AUTHORIZED BY SECTION 2-8.2.7 OF THE CODE OF MIAMI-DADE COUNTY, INCLUDING THOSE WITH GENERAL OBLIGATION BONDS FUNDING, IN APPROVING ACTIVITIES LISTED ON THE ATTACHED SCHEDULE FOR CAPITAL IMPROVEMENT PROJECTS (Office of Capital Improvements)

Adopted
Resolution R-186-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

9A3

100344 **Resolution**

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1403 (Human Resources)

Adopted
Resolution R-169-10
Mover: Katy Sorenson
Seconder: Sally A. Heyman
Vote: 10- 3
No: Barreiro, Gimenez, Martinez

Report: *County Attorney Robert Cuevas read the foregoing proposed resolution along with Items 9A4, 9A5 and 9A6 into the record.*

County Manager George Burgess provided an overview of the proposed 2008-2011 Collective Bargaining Agreements (Agreements) with the International Association of Firefighters (IAFF), Local 1403; the American Federation of State, County and Municipal Employees (AFSCME), Local 199, General Employees; AFSCME Local 1542, Aviation Employees; and an Addendum to the 2008-2011 Agreements with AFSCME Local 3292, Solid Waste Employees.

County Manager Burgess summarized the concessions reached between Administration and the unions which included a three-year contract; a cost of living adjustment (COLA) of 0-0; a three-percent wage increase in July 2011 (0-0-3); a one-year merit increase suspension; a one-year longevity bonus suspension; a flex benefits suspension; a premium pay suspension; and a five-percent contribution of employees' base salaries towards single health insurance coverage. He said these concessions significantly achieved the targeted savings; preserved base pay; benefited employees with payouts when separating from County service; and included tax benefits. Mr. Burgess noted he believed these concessions would not have been achieved without ongoing discussions between Administration and the unions throughout the year. He said a combination of pay and benefit reductions as well as potential service and workforce reductions for this fiscal year (FY 2009-10) and possibly next fiscal year (FY 2010-11) would be needed to balance the budget.

County Manager Burgess said Administration considered each of the four Agreements relative to the budgetary targets being sought, and as an example, the savings realized for the IAFF exceeded the budgetary target. He noted these Agreements were significantly supported by union membership. Mr. Burgess suggested the Commission review each of the Agreements, noting that delayed implementation of the proposed concessions were costing the County significant sums of money.

Chairman Moss welcomed Miami-Dade County Mayor Carlos Alvarez.

County Attorney Robert Cuevas advised that Agenda Item 14A2, the proposed amendment to the Pay Plan, should be considered simultaneously with the Agreements.

County Manager Burgess said the proposed IAFF Agreement would save the County approximately $22 million because of modifications to the County's contribution to their health insurance plan. He noted the IAFF's Union membership would be contributing 5-percent towards their single coverage health insurance plan and had agreed to the COLA package of 0-0-3, the suspension of merit and longevity for one-year, and suspension of flex benefits. Mr. Burgess said Administration made adjustments to support the Union's proposed health plan through a phased payback of overpayments in prior years from the County to the negotiated Union plan; an adjustment to the County's contribution to the health plan; and the required corrections to ensure that payments made to the health plan were exclusively from the Fire Rescue District budget. He noted these adjustments would save the District money; would strengthen the integrity of the Union's health plan; and would meet the savings objectives of the District. Mr. Burgess said other non-economic provisions were outlined in the accompanying memorandum to this proposed resolution.

County Manager Burgess said similar Agreements were reached for the AFSCME Units and the fiscal impact of the these Agreements for AFSCME Local 199, General Employees; AFSCME Local 3292, Solid Waste Employees; and AFSCME Local 1542, Aviation Employees would result in respective savings of approximately $57 million, $3 million and $5 million. Mr. Burgess noted an adjustment was needed to the proposed Agreements with AFSCME Solid Waste and Aviation to accommodate their preference for the health insurance contribution option versus foregoing holiday pay and pay reductions.

Mr. Mark Deutsch, Director, Labor Relations, Human Resources, noted the proposed Addendum to the Solid Waste Agreement reflected changes from the original contract that was approved by the County Commission on December 1, 2009, and included similar economic terms as those included in the Agreements for AFSCME General; AFSCME Aviation; and IAFF Local 1403.

In response to Commissioner Martinez' inquiry whether the proposed concessions would address the $105 million shortfall, County Manager Burgess said current year reductions of approximately $50 million were needed in Countywide and unincorporated tax-supported operations to ensure the General Fund remained balanced. He noted a slight difference existed between a five-percent pay cut and a pre-taxed five-percent health insurance contribution, resulting in an approximate $12 million General Fund operations gap.

Ms. Jennifer Glazer-Moon, Budget Director, Office of Strategic Business Management, responded to Commissioner Martinez' question regarding the County's average insurance contribution for a single employee. She noted the departmental contribution per employee for FY 2009-10 was set at a blended rate of $7,600. Ms. Glazer-Moon said the proposed contribution was five-percent of employees' salary; not five-percent of the insurance contribution. She noted the departments' contribution would be lowered by revenues being generated from the employees' contribution which would result in savings to proprietary and General Fund departments.

Commissioner Martinez noted he believed it was unfair that two or three different tiers of employees were created due to the County Commission's lack of action on this issue, and the budget should not have been balanced with a pay cut.

County Manager Burgess noted Agenda Item 14A2 provided for an amendment to the County's Pay Plan to reflect a five-percent contribution of the base pay of non-bargaining employees towards the County's group health insurance.

In response to Commissioner Jordan's inquiry whether the $50 million shortfall would be addressed through additional layoffs, County Manager Burgess said Administration was trying to minimize layoffs and maximize vacancies; however, it would be difficult to avoid position reductions. He noted the $50 million shortfall was primarily due to the delay in implementing budget adjustments. County Manager Burgess said next year's budget could contain less revenue depending upon the tax roll performance, and further service adjustments to maintain a balanced budget might be required.

Commissioner Jordan expressed concern regarding additional layoffs this year to make up for the current budget shortfall, and the number of employees

who would be impacted by next year's projections. She noted she was pleased with the process relating to the five-percent contribution toward health insurance.

In response to Commissioner Sorenson's inquiry, County Manager Burgess said he could not accurately predict the number of employees who would be laid off.

Mayor Alvarez noted he was hesitant to quote the number of layoffs as Administration was trying to reassign employees in different positions, thus minimizing the number of layoffs; however, layoffs would occur.

Commissioner Edmonson questioned how a three-percent wage increase in July 2011 would be paid, to which County Manager Burgess responded that one of the labor costs in the last quarter of the last year of the contract would be a three-percent adjustment of approximately $13 million, and this cost would be a factor in the formulation of the budget. He noted the three-percent adjustment had to be considered within the context of all union concessions.

Discussion ensued between Commissioner Gimenez, County Manager Burgess and Mr. Deutsch regarding the wage provisions contained within these proposed Agreements, versus the wage provisions approved by the County Commission for the Government Supervisors Association of Florida (GSAF).

In response to Commissioner Gimenez' inquiry regarding the total targeted reductions for proprietary funds, Ms. Glazer-Moon said the original anticipated savings for proprietary departments in the budget was $93.9 million.

Concerning the effective date for the five-percent health insurance contribution, County Manager Burgess noted the effective date would be close to March 1, 2010.

Assistant County Attorney Lee Kraftchick advised the Commission that typically when an impasse occurred, the effectiveness provision returned to the resolution impasse date, unless there was an agreement to the contrary.

In response to Commissioner Gimenez' inquiry whether the IAFF Agreement included a reopener clause on the three-percent wage increase in July 2011, Mr. Deutsch said this Agreement did not include a "me-too" reopener on wage adjustments. He noted Article 45.5 within the Agreement related to notice to renegotiate and was not a reopener or a "me-too" clause.

Responding to Commissioner Gimenez' inquiry regarding the savings associated with the IAFF's group health insurance provision, Ms. Glazer-Moon noted the difference between the point of service (POS) rate and the blended rate saved approximately $5.5 million annually. She also noted the IAFF agreed to make three payments of $1.5 million per year starting in FY 2009-10. Ms. Glazer-Moon said significant savings would be achieved from suspension of merit increases and longevity bonuses for this year. She noted while the other Agreements included a one-year suspension on merit increases, longevity bonuses, flex and premium pay; the IAFF Agreement did not include premium pay provisions. Ms. Glazer-Moon also noted the other Agreements included a provision that flex dollars would be restored in one-year subject to the reopener clause; however, flex dollars within the IAFF Agreement were suspended indefinitely.

Commissioner Gimenez questioned whether some of the services reinstated during the FY 2009-10 budget process would be included in reductions needed to balance the current years' budget, to which Mr. Burgess said that a report would be provided to the Commission on services that may have to be revisited.

Commissioner Sosa expressed concern regarding a three-percent wage increase for employees effective the first pay period in July 2011, when the impact of property tax reductions were unknown and the possibility of direct services reductions existed. She also expressed concern regarding whether all employees would be treated equally.

In response to Commissioner Rolle's inquiry whether members from AFSCME Local 199 were satisfied with the proposed Agreement, Mr. Deutsch noted its 1,300 members supported the ratified Agreement.

Commissioner Heyman expressed concern regarding future union agreements when the Property Appraiser's projections were not provided.

Responding to Commissioner Heyman's concern, County Manager Burgess said the Agreements had to be negotiated although information regarding the tax roll was not yet available. He noted sufficient funds would not be generated to close the gap through wage concessions if the tax roll reduction was significantly lower and the Commission chose to maintain a flat millage rate. Mr. Burgess pointed out that challenges could exist depending on the outcome of the tax roll and revenues; which could potentially result in workforce and service reductions.

Ms. Glazer-Moon noted the Agreements before the Commission today (2/18) would result in savings of more than $100 million toward closing the gap that would occur because of revenue loss, due to a reduced tax roll.

Responding to Commissioner Heyman's inquiry regarding outstanding Collective Bargaining Agreements, Mr. Burgess noted tentative votes were scheduled for the Transit Workers Union and the Police Benevolent Association; however, a vote was not scheduled for AFSCME Water and Sewer Union.

Commissioner Heyman said she was hopeful that ratification of these Agreements would result in a deficit under $40 million; that Administration would consider other alternatives beside layoffs; and would consider early retirement and extended health payments as incentives.

Commissioner Jordan noted some employees believed that payments would be made to a health plan pool from which employees would be reimbursed after submitting a doctor's receipt.

County Manager Burgess said Administration would continue its efforts to clarify all provisions of these Agreements as the information Commissioner Jordan mentioned was incorrect.

Commissioner Gimenez questioned whether these proposed Agreements contained "me too" provisions, to which Mr. Deutsch responded that the three AFSCME agreements included "me too" reopeners for wage and COLA adjustments.

Following further questions to County Manager Burgess and Mr. Deutsch,

Commissioner Gimenez said he could not vote for these Agreements. He noted a reduction in property values would occur next year necessitating tax increases or employee layoffs, and he was against layoffs.

Hearing no further discussion, the County Commission proceeded to vote on the foregoing proposed resolution as presented.

9A4

100345 **Resolution**

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 199, GENERAL EMPLOYEES (Human Resources)

Adopted
Resolution R-170-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 10- 3
No: Barreiro, Gimenez, Martinez

Report: *It was moved by Commissioner Sorenson that the foregoing proposed resolution be adopted. This motion was seconded by Commissioner Heyman, and upon being put to a vote, passed by a vote of 9-4, (Commissioners Diaz, Barreiro, Gimenez and Martinez voted "no").*

Commissioner Diaz requested the foregoing resolution be reconsidered in order to change his vote.

It was moved by Commissioner Diaz that the foregoing motion be reconsidered. This motion was seconded by Chairman Moss, and upon being put to a vote, passed by a vote of 13-0.

It was then moved by Commissioner Diaz that the foregoing proposed resolution be adopted. This motion was seconded by Chairman Moss and upon being put to a vote, passed by a vote of 10-3, (Commissioners Barreiro, Gimenez and Martinez voted "no").

(See additional notes under Item 9A3, Legislative File Number 100344)

9A5

100346 **Resolution**

RESOLUTION APPROVING AND RATIFYING EXECUTION OF AN ADDENDUM TO THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 3292, SOLID WASTE EMPLOYEES (Human Resources)

Adopted
Resolution R-171-10
Mover: Katy Sorenson
Seconder: Sally A. Heyman
Vote: 10- 3
No: Barreiro, Gimenez, Martinez

Report: *In response to Commissioner Seijas' request, Ms. Marie Mobley-Johnson, Union President, 10420 NW 23 Avenue, said AFSCME Local 3292, Solid Waste Employees, voted unanimously for this proposal. She noted Local 3292 did not vote on the provisions referenced on the first page of the County Manager's memorandum regarding eliminating funding for both flex and premium pay, as they were already part of the first ratification which was to freeze these provisions for one-year.*

County Manager Burgess confirmed that flex and premium pay for Solid Waste employees were suspended for one-year.

(See additional notes under Item 9A3, Legislative File Number 100344)

Hearing no further discussion, the County Commission proceeded to vote on the foregoing proposed resolution as presented.

9A6

100348 **Resolution**

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1542, AVIATION EMPLOYEES (Human Resources)

Adopted
Resolution R-172-10
Mover: Katy Sorenson
Seconder: Sally A. Heyman
Vote: 10- 3
No: Barreiro, Gimenez, Martinez

Report: *In response to Commissioner Seijas' inquiry regarding the $180,000 used to purchase uniforms, Mr. Burgess noted this purchase would be an Aviation related expense.*

(See additional notes under Item 9A3, Legislative File Number 100344)

Hearing no further discussion, the County Commission proceeded to vote on the foregoing proposed resolution as presented.

9A7

100135 **Resolution**

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ESTABLISH A POLICY TO PRESERVE LONGEVITY BENEFITS FOR EXEMPT AND CLASSIFIED EMPLOYEES WHO HAVE SEPARATED FROM COUNTY SERVICE DUE TO A LAYOFF ACTION ON OR AFTER OCTOBER 1, 2009 WHO HAVE BEEN REHIRED WITHIN TWO YEARS TO A NEW POSITION TO WHICH THEY DO NOT HAVE RECALL RIGHTS; PREVIOUSLY EARNED CLASSIFIED SERVICE RIGHTS SHALL NOT BE RESTORED (SEE ORIGINAL ITEM UNDER FILE NO. 093384) (Human Resources)

Withdrawn
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

Report: *The foregoing proposed resolution was withdrawn pursuant to the County Manager's memorandum entitled " Changes for the February 18, 2010 BCC Meeting."*

1/12/2010 *Forwarded to BCC with a favorable recommendation with committee amendment(s) from the Government Operations Committee*

2/2/2010 *Deferred by the Board of County Commissioners*

10 AUTHORITIES, BOARDS, COUNCILS AND TRUSTS

11 COUNTY COMMISSION

11A RESOLUTIONS

11A1

100239 **Resolution** **Sally A. Heyman**

RESOLUTION AMENDING THE COUNTY'S 2010 FEDERAL LEGISLATIVE AGENDA

Amended

Report: *(See Agenda Item 11A1 Amended; Legislative File No. 101886)*

2/2/2010 *Deferred by the Board of County Commissioners*

11A1 Amended

101886 **Resolution** **Sally A. Heyman**

RESOLUTION AMENDING THE COUNTY'S 2010 FEDERAL LEGISLATIVE AGENDA [SEE ORIGINAL ITEM UNDER FILE NO. 100239]

Adopted as amended
Resolution R-187-10
Mover: Sally A. Heyman
Seconder: Rebeca Sosa
Vote: 11- 0
Absent: Rolle, Moss

Report: *County Attorney Robert Cuevas read the foregoing proposed resolution into the record.*

Commissioner Edmonson requested the proposed 2010 Federal Legislative Package be amended to include the following items:

1. To support the passage of Senate Bill 2961: Haiti Recovery Act, introduced by Senator Christopher Dodd, or similar legislation seeking to promote the cancellation of all remaining debt obligations and that new financial assistance to Haiti should be primarily in the form of grants rather than loans;
2. To urge the U.S. Secretary of Treasury and Secretary of State to use all appropriate diplomatic influence to secure cancellation of all remaining bilateral debt of Haiti; and
3. To urge Congress to support any direct funding or emergency supplemental aid to provide to all necessary agencies assisting state and local governments, including community based organizations, with aid in the form of grants for all services provided to Haitian immigrants as the result of the January 12, 2010, Haiti earthquake.

In response to Commissioner Heyman's request, Mr. Joe Rasco, Director, Office of Intergovernmental Affairs, advised the County Commission that Chairman Moss had requested language for agricultural opportunities be included in the 2010 Federal Legislative Package. He read the following language requested by Chairman Moss into the record: "to provide assistance to the local agricultural industry through coordinated efforts with the Miami-Dade County Agricultural Manager, industry organizations, the Florida Department of Agriculture, and the State of Florida in requesting federal funding for available disaster programs needed following the January 2010 cold event.

Commissioner Seijas asked that the issues relating to Jackson Memorial Hospital be removed from the 2010 Federal Legislative Package.

Commissioner Souto asked that preference be given in the procurement process to obtain products produced in Haiti.

Commissioner Heyman expressed her desire to have the 2010 Federal Legislative Package expedited and that County lobbyists be asked to prioritize their efforts.

Hearing no other questions or comments, the County Commission proceeded to vote on the foregoing proposed resolution as amended.

11A2

100265 **Resolution** **Dennis C. Moss**

RESOLUTION APPROVING THE ALLOCATION OF FUNDS IN AN AMOUNT EQUAL TO $224,100 FROM FISCAL YEAR 2009-10 FUNDS IN THE OFFICE OF THE CHAIR DIVISION OF THE BOARD OF COUNTY COMMISSIONERS FUND TO FUND OFFICE OF COMMUNITY ADVOCACY AND OTHER PROGRAMS; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO IDENTIFY LEGALLY AVAILABLE FUNDS IN AN AMOUNT EQUAL TO $66,787 TO FUND OFFICE OF COMMUNITY ADVOCACY FOR FISCAL YEAR 2009-10 AND TO PREPARE AND SUBMIT TO THE BOARD FOR APPROVAL AN APPROPRIATE AMENDMENT TO THE FISCAL YEAR 2009-10 BUDGET TO EFFECTUATE THE FOREGOING

Withdrawn
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

Report: *The foregoing proposed resolution was withdrawn pursuant to the County Manager's memorandum entitled " Changes for the February 18, 2010 BCC Meeting."*

(See Agenda Item 11A2 Substitute)

2/2/2010 *Withdrawn by the Board of County Commissioners*

11A2 SUBSTITUTE

100271 **Resolution** **Dennis C. Moss**

RESOLUTION APPROVING THE ALLOCATION OF FUNDS IN AN AMOUNT EQUAL TO $224,100 FROM FISCAL YEAR 2009-10 FUNDS IN THE OFFICE OF THE CHAIR DIVISION OF THE BOARD OF COUNTY COMMISSIONERS FUND TO FUND OFFICE OF COMMUNITY ADVOCACY AND OTHER PROGRAMS [SEE ORIGINAL ITEM UNDER FILE NO. 100265]

Withdrawn
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

Report: *The foregoing proposed resolution was withdrawn pursuant to the County Manager's memorandum entitled " Changes for the February 18, 2010 BCC Meeting."*

2/2/2010 *4 Day Rule Invoked by the Board of County Commissioners*

11A3

100285 **Resolution** **Bruno A. Barreiro**

RESOLUTION URGING THE FLORIDA LEGISLATURE TO PASS SB 1430, HB 697 OR SIMILAR LEGISLATION CREATING A TAX-BASED INCENTIVE PROGRAM FOR THE FILM AND ENTERTAINMENT INDUSTRY IN FLORIDA

Adopted
Resolution R-188-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

11A4

100277 **Resolution** **Dennis C. Moss**

RESOLUTION URGING THE FLORIDA LEGISLATURE TO PASS LEGISLATION REQUIRING THE REMOVAL OF UNDERGROUND UTILITY MARKINGS WITHIN 30 DAYS OF THEIR APPLICATION, REQUIRING THE USE OF TEMPORARY UTILITY MARKINGS OR OTHERWISE REQUIRING THAT UTILITY MARKINGS NOT REMAIN IN PLACE MORE THAN 30 DAYS

Adopted
Resolution R-189-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

11A5

100281 **Resolution** **Dennis C. Moss, Jose "Pepe" Diaz, Sen. Javier D. Souto, Dorrin D. Rolle, Audrey M. Edmonson**

RESOLUTION URGING THE U.S. CONGRESS TO PASS ECONOMIC DEVELOPMENT LEGISLATION TO ASSIST HAITI IN REBUILDING BY CREATING A PROGRAM THAT INCLUDES LONG-TERM COMMITMENTS TO PURCHASE PRODUCTS FROM HAITI

Adopted
Resolution R-190-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

Report: *Commissioner Seijas noted she had Valentine's Day T-shirts made for her elderly constituents and later discovered these T-shirts were made in Haiti. She encouraged the purchase of T-shirts made in Haiti.*

11A6

100283 **Resolution** **Rebeca Sosa, Dorrin D. Rolle**

RESOLUTION URGING THE FLORIDA LEGISLATURE TO PASS SB 1016, HB 513 OR SIMILAR LEGISLATION PROVIDING MOBILE HOME PARK HOMEOWNERS' ASSOCIATIONS A FIRST RIGHT TO PURCHASE WHEN MOBILE HOME PARKS CHANGE TO DIFFERENT LAND USES

Adopted
Resolution R-191-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

11A7

100284 **Resolution** **Rebeca Sosa**

RESOLUTION URGING CONGRESS TO INCREASE FUNDING TARGETED AT FIGHTING MEDICARE FRAUD

Adopted
Resolution R-192-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

11A8

100321 **Resolution** **Joe A. Martinez**

RESOLUTION URGING THE U.S. CONGRESS, THE FLORIDA LEGISLATURE AND THE FLORIDA DEPARTMENTS OF EDUCATION AND HEALTH TO PASS LEGISLATION OR ADOPT RULES PROVIDING GUIDELINES AND PROCEDURES FOR SCHOOLS IN MANAGING CHILDREN'S FOOD ALLERGIES

Adopted
Resolution R-193-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

11A9

100319 **Resolution** **Carlos A. Gimenez, Jose "Pepe" Diaz, Audrey M. Edmonson**

RESOLUTION URGING THE JAY MALINA INTERNATIONAL TRADE CONSORTIUM TO RE-ACTIVATE THE SISTER CITIES' RELATIONSHIP WITH THE CITY OF PETIT GOAVE IN HAITI

Adopted
Resolution R-194-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

11A10

100350 **Resolution** **Dennis C. Moss**

RESOLUTION APPROVING THE ALLOCATION OF FUNDS IN AN AMOUNT EQUAL TO $80,800 FROM FISCAL YEAR 2009-10 FUNDS IN THE OFFICE OF THE CHAIR DIVISION OF THE BOARD OF COUNTY COMMISSIONERS FUND TO FUND SECURITY AT STEPHEN P. CLARK CENTER

Adopted
Resolution R-195-10
Mover: Barbara J. Jordan
Seconder: Audrey M. Edmonson
Vote: 8- 3
No: Heyman, Barreiro, Gimenez
Absent: Sorenson, Martinez

Report: *Chairman Moss provided an overview of the foregoing proposed resolution. He said currently security service costs for the second floor of the Stephen P. Clark Center were borne by each individual commissioner's budget. Chairman Moss noted this proposal would transfer those costs to the Chair's Office until a decision was made by the County Commission in terms of going forward. He said commissioners could proffer subsequent resolution(s) to address the security cost.*

Commissioner Martinez noted he viewed this proposed resolution as a mandate and would abstain from voting.

Commissioner Gimenez noted he respected Chairman Moss' opinion on this issue; however, he would draft a resolution outlining an alternative option.

Commissioner Diaz noted his understanding that information regarding the security issue was pending by the General Services Administration (GSA).

Chairman Moss noted information from GSA could be considered; however, he reiterated his comments regarding subsequent resolution(s) being proffered.

Commissioner Sorenson concurred with Commissioner Martinez's comments.

Hearing no further questions or comments, the County Commission proceeded to vote on the foregoing proposed resolution.

11A11

100351 **Resolution** **Barbara J. Jordan, Audrey M. Edmonson, Dorrin D. Rolle, Katy Sorenson**

RESOLUTION DIRECTING MAYOR OR MAYOR'S DESIGNEE TO DESIGNATE LOCATIONS THROUGHOUT MIAMI-DADE COUNTY FOR HAITIAN NATIONALS DISPLACED AS A RESULT OF THE JANUARY 12, 2010 EARTHQUAKE TO APPLY FOR TEMPORARY PROTECTED STATUS AND FOR HAITIAN AMERICANS REPATRIATED TO THE UNITED STATES AS A RESULT OF THE EARTHQUAKE TO RECEIVE VALUABLE INFORMATION ABOUT AVAILABLE SOCIAL SERVICES [SEE ORIGINAL ITEM UNDER FILE NO. 100308]

Adopted
Resolution R-196-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

2/10/2010 *Forwarded to the BCC by the BCC Chairperson with favorable recommendation with committee amendments from the Housing & Community Development Committee*

11A12

100352 **Resolution** **Dennis C. Moss**

RESOLUTION APPROVING THE ALLOCATION OF FUNDS IN AN AMOUNT EQUAL TO $296,100 FROM FISCAL YEAR 2009-10 FUNDS IN THE OFFICE OF THE CHAIR DIVISION OF THE BOARD OF COUNTY COMMISSIONERS FUND TO FUND OFFICE OF COMMUNITY ADVOCACY AND OTHER PROGRAMS

Adopted
Resolution R-197-10
Mover: Audrey M. Edmonson
Seconder: Barbara J. Jordan
Vote: 9- 4
No: Heyman, Gimenez, Martinez, Diaz

Report: *Chairman Moss provided an overview of the foregoing proposed resolution. He noted this proposal would fund staffing for the Office of Community Advocacy; City of Miami Gardens Annual Jazz in the Gardens; Miami Carnival for Tri County Carnival; and the American Cancer Society Relay for Life.*

Commissioner Martinez spoke in opposition to this proposal. He noted he had a problem with these funds being carried over.

Commissioner Heyman said that she could not support this proposed resolution without a process in place for carryover funds with a countywide purpose. She noted she was hopeful that Chairman Moss would allow her previous resolutions regarding carryover funds to come forth.

Chairman Moss noted he had never seen the Chair's office receive such scrutiny and various types of allocations were made in the past.

Commissioner Sosa noted she would support this proposed resolution because there was no established process.

Chairman Moss noted many commissioners had extraordinary amounts of carryover funds that could be used for community based organizations and for other organizations that needed in-kind support.

Commissioners Gimenez and Diaz spoke in opposition to this proposal.

Commissioner Barreiro spoke in support of this proposed resolution noting he believed the Chair's Office had jurisdiction to transfer funds.

Hearing no further questions or comments, the County Commission proceeded to vote on the foregoing proposed resolution.

11A13

100323 **Resolution** **Audrey M. Edmonson**

RESOLUTION APPROVING THE ALLOCATION OF FY 2009-10 DISTRICT 3 OFFICE BUDGET FUNDS AND UNEXPENDED DISTRICT 3 DISTRICT DISCRETIONARY RESERVE FUNDS

Adopted
Resolution R-198-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

11A14

100286 **Resolution** **Joe A. Martinez**

RESOLUTION RESCINDING PRIOR ALLOCATIONS OF DISTRICT DISCRETIONARY RESERVE FUNDS OF DISTRICT 11 AND APPROVING THE ALLOCATION OF FY 2009-10 DISTRICT 11 OFFICE BUDGET FUNDS

Adopted
Resolution R-199-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

11A15

100208 **Resolution** **Bruno A. Barreiro**

RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE LEASE AGREEMENT AND THE CONCESSION AND LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE DEPARTMENT OF OFF-STREET PARKING OF THE CITY OF MIAMI FOR THE PROPERTIES NOW KNOWN AS LOT 18 FOLIO NUMBER 01-3135-037-0020, LOT 26 FOLIO NUMBER 01-3135-037-0080 AND LOT 27 FOLIO NUMBER 01-3135-037-0010 ALL LOCATED IN THE CITY OF MIAMI, MIAMI-DADE COUNTY FLORIDA AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

Adopted
Resolution R-200-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

2/10/2010 *Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Transit, Infrastructure & Roads Committee*

11A16

100287 **Resolution** **Barbara J. Jordan**

RESOLUTION URGING THE CITY OF MIAMI GARDENS TO CODESIGNATE NW 42ND AVENUE FROM 167TH STREET TO 199TH STREET AS "BISHOP ISAIAH S. WILLIAMS JR. BOULEVARD"; RESCINDING RESOLUTION NO. 1121-09

Adopted
Resolution R-201-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

2/10/2010 *Forwarded to full BCC by BCC Vice Chairperson from the Transit, Infrastructure & Roads Committee*

11A17

100356 **Resolution** **Rebeca Sosa**

RESOLUTION DECLARING FEBRUARY 24, 2010 AND EACH FEBRUARY 24 THEREAFTER AS INTERNATIONAL CUBAN EXILE DAY IN MIAMI-DADE COUNTY

Withdrawn

Report: *(See Agenda Item 11A17 Substitute)*

11A17 SUBSTITUTE

100377 **Resolution** **Rebeca Sosa,**
Jose "Pepe" Diaz,
Audrey M. Edmonson,
Bruno A. Barreiro,
Carlos A. Gimenez,
Barbara J. Jordan,
Sally A. Heyman,
Joe A. Martinez,
Dennis C. Moss,
Dorrin D. Rolle,
Natacha Seijas,
Katy Sorenson,
Sen. Javier D. Souto

RESOLUTION DECLARING FEBRUARY 24, 2010 AND EACH FEBRUARY 24 THEREAFTER AS INTERNATIONAL CUBAN EXILE DAY IN MIAMI-DADE COUNTY (SEE ORIGINAL ITEM UNDER FILE NO. 100356)

Adopted
Resolution R-202-10
Mover: Rebeca Sosa
Seconder: Sen. Javier D. Souto
Vote: 13- 0

Report: *County Attorney Robert Cuevas read the foregoing proposed resolution into the record.*

Commissioner Sosa acknowledged Ambassador Armando Valladares; Salvador Gandara; Joy Mortori; Alfredo Mesa; Representatives from CABA; from the Masones; Mr. Izquierdo, Miami Medical Team; the family of Mario de la Pena; Carlos Costa; Pablo Morales; and Armando Alejandro.

Commissioner Sosa noted the International Cuban Exile Day (February 24th) signified the United States opening its arms to Cuban exiles looking for the right of freedom and liberty. She noted the day united Cuba's first independence with the memory of the four Brothers to the Rescue members from our community who were killed by the Cuban regime. Commissioner Sosa said this resolution was requested by the Cuban Patriotic Council and was supported by exile associations. She acknowledged Commissioner Souto for his co-sponsorship of this resolution.

All Commission members requested to be added as co-sponsors of this proposed resolution.

Commissioner Sosa further acknowledged her fellow Commissioners for their support and co-sponsorship of this resolution.

Commissioner Souto noted the significant contributions of Cuban exiles in America and the permanent mark they have made throughout the world.

Hearing no further questions or comments, the County Commission proceeded to vote on the foregoing proposed resolution.

11A18

100376 **Resolution** **Audrey M. Edmonson**

RESOLUTION URGING THE FLORIDA LEGISLATURE TO RESTORE FUNDING FOR REFUGEE SERVICES PROVIDED BY MIAMI-DADE COUNTY FOLLOWING THE RECENT EARTHQUAKE IN HAITI

Adopted
Resolution R-203-10
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

11B ADDITIONAL BUDGET ALLOCATIONS

11B1

100440 **Report**

REIMBURSEMENT FROM (FY) 2009/10 COMMUNITY-BASED ORGANIZATION FUNDS - OFFICE ACCOUNT (DISTRICT 4)

Approved
Mover: Joe A. Martinez
Seconder: Sally A. Heyman
Vote: 11- 0
Absent: Rolle, Moss

Report: *The following funding allocations were reimbursed from Community Based Organization Funds – District 4 Office Account as requested by Commissioner Heyman.*

$1,000 from Fairchild Tropical Botanic Gardens
$3,000 from Voices for Children

11B2

100443 **Report**

ALLOCATION OF (FY) 2009/10 DISTRICT DISCRETIONARY RESERVE FUNDS (DISTRICT 9)

Approved
Mover: Joe A. Martinez
Seconder: Sally A. Heyman
Vote: 11- 0
Absent: Rolle, Moss

Report: *The following funding allocation was made from fiscal year (FY) 2009/10 District 9 Discretionary Reserve Funds as requested by Chairman Moss.*

$500 to The National Kidney Foundation of Florida for the 2010 Miami Kidney Walk

11B3

100444 **Report**

ALLOCATION OF (FY) 2009/10 OFFICE FUNDS (DISTRICT 10)

Approved
Mover: Joe A. Martinez
Seconder: Sally A. Heyman
Vote: 11- 0
Absent: Rolle, Moss

Report: *The following funding allocations were made from fiscal year (FY) 2009/10 District 10 Office Funds as requested by Commissioner Souto.*

$5,000 to the Miami Dade Fire Fighters Union
$16,000 to the Miami Dade Kendall Police Station for the Miami International Agriculture & Cattle Show

11B4

100445 **Report**

ALLOCATION OF (FY) 2009/10 OFFICE BUDGET FUNDS (DISTRICT 12)

Approved
Mover: Joe A. Martinez
Seconder: Sally A. Heyman
Vote: 11- 0
Absent: Rolle, Moss

Report: *The following funding allocations were made from fiscal year (FY) 2009/10 District 12 Office Budget Funds as requested by Vice-Chairman Diaz.*

$5,000 to Citizen Crime Watch
$12,500 to Miami Springs Optimist Club

11C REPORTS

12 COUNTY MANAGER

12A1

100307 **Resolution**

RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY, MICHELLE TRIMBLE, MARK VIETH, JOSEPHS JACK, P.A., AND THE WACKENHUT CORPORATION TO RESOLVE OUTSTANDING LITIGATION FOR MUTUAL RELEASES OF ALL CLAIMS AND A NET PAYMENT TO THE COUNTY OF $3,000,000 (County Manager, County Attorney)

Adopted
Resolution R-204-10
Mover: Barbara J. Jordan
Seconder: Dorrin D. Rolle
Vote: 8- 3
No: Sosa, Moss, Martinez
Absent: Heyman, Seijas

Report: *Note: The language on handwritten page 9, paragraph 6 should read: The Joint Stipulations of Dismissal with Prejudice and withdrawal of the Debarment shall be filed within ten (10) business days after Wackenhut has paid the Settlement Funds to the Trust Account of Joseph Jack, P.A.*

Note: The language on handwritten page 11, paragraph 11 should read: Wackenhut shall pay the total sum of the Settlement Funds made payable to the Trust Account of Josephs Jack, P.A., 2950 Southwest 27th Avenue, Suiite 100, Miami, Florida 33133 within seven (7) business days after the Court in the Qui Tam Case approves this Settlement Agreement.

12B1

100317 **Report**

ORAL REPORT ON THE STATUS OF THE MUSEUM PARK PROJECT PURSUANT TO RESOLUTION R-73-10 (County Manager)

Presented

12B1 SUPPLEMENT

100386 **Supplement**

SUPPLEMENTAL REPORT TO AGENDA ITEM NO. 12B1 - REPORT ON THE STATUS OF THE MUSEUM PARK PROJECT PURSUANT TO RESOLUTION R-73-10

Presented

13 COUNTY ATTORNEY

14 ITEMS SUBJECT TO 4-DAY RULE

14A1

100172 **Resolution**

RESOLUTION AUTHORIZING MIAMI-DADE COUNTY TO EXECUTE A CONSIGNMENT AGREEMENT WITH RARE DISEASE THERAPEUTICS FOR 1,300 VIALS OF CORALYMN, A CORAL SNAKE ANTIVENIN (Miami-Dade Fire and Rescue Department)

Adopted
Resolution R-205-10
Mover: Rebeca Sosa
Seconder: Audrey M. Edmonson
Vote: 11- 0
Absent: Rolle, Moss

Report: *County Attorney Robert Cuevas read the foregoing proposed resolution into the record.*

Hearing no questions or comments, the County Commission proceeded to vote on the foregoing proposed resolution.

2/11/2010 *Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Health, Public Safety & Intergovernmental Cmte*

14A2

100380 **Resolution**

RESOLUTION APPROVING AN AMENDMENT TO THE FY 2009-10 MIAMI-DADE COUNTY PAY PLAN, 1ST EDITION REGARDING WAGE REDUCTIONS FOR NON-BARGAINING UNIT EMPLOYEES (Human Resources)

Adopted
Resolution R-173-10
Mover: Katy Sorenson
Seconder: Audrey M. Edmonson
Vote: 13- 0

Report: *In response to Commissioner Sosa's inquiry, County Manager Burgess said Administration was working on next year's (FY 2010-11) budget, but was also advancing adjustments this year (FY 2009-10) to begin achieving savings necessary for a balanced budget, and to better position the County going into next year.*

Commissioner Sosa asked on behalf of the community that the Property Appraiser provide an updated property tax roll status as quickly as possible.

Commissioner Seijas noted a three-percent decrease in the value of her Broward County property.

Chairman Moss commended Mayor Alvarez, County Manager Burgess and the unions on resolving a difficult issue.

In response to Chairman Moss' inquiry whether the County Commission could speak to the unions, County Attorney Cuevas said the Commission could speak to those unions with whom the Commission had ratified their agreements.

(See additional notes under Item 9A3, Legislative File Number 100344)

Hearing no further discussion, the County Commission proceeded to vote on the foregoing proposed resolution as presented.

15 CLERK OF THE BOARD

15B REPORTS

15B1

100325 **Report**

PROPOSED PUBLIC HEARING DATES FOR ORDINANCES SUBMITTED FOR FIRST READING ON FEBRUARY 18, 2010 (Clerk of the Board)

Accepted
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

15B2

100326 **Report**

COUNTY COMMISSION MINUTES FOR APPROVAL BY THE BOARD
SEPTEMBER 3, 2009 (BCC FIRST BUDGET HEARING)
OCTOBER 22, 2009 (ZONING MEETING) (Clerk of the Board)

Approved
Mover: Jose "Pepe" Diaz
Seconder: Dennis C. Moss
Vote: 11- 0
Absent: Jordan, Barreiro

15C COUNTY ADVISORY BOARD APPOINTMENTS

15D COUNTY ADVISORY BOARD APPOINTMENTS BY BALLOT

15E MAYOR'S REQUEST FOR ALLOCATIONS FROM DISCRETIONARY OR IN-KIND RESERVE FUNDS

16 ITEMS SCHEDULED FOR THURSDAY

16A SPECIAL PRESENTATIONS (Scheduled for 8:00 am)

16A1

100318 **Service Awards** **Dennis C. Moss**

EMPLOYEE SERVICE AWARD PRESENTATIONS: ***Presented***

JOHN H. HATCHER - CAA - 30 YRS
ELEASA BROWN THOMPSON - POLICE DEPT. - 30 YRS.
SHIRLEY ALEXANDER - TRANSIT - 30 YRS.
ULISES BLANCA - PARKS DEPT. - 30 YRS.
DOROTHY V. WIMBLEY - PARKS DEPT. - 35 YRS.
BETTY D. REGUEIRA - SEAPORT DEPT. - 30 YRS.
LENARD JEFFERSON - SOLID WASTE MGMT. - 35 YRS.
SAMUEL VELEZ - SOLID WASTE MGMT. 30 YRS.

110053 **Report**

NON-AGENDA ITEMS

Report: *LEGISLATION RE: PROFESSIONAL SERVICES PROCESSES; AND SELECTION COMMITTEE PERFORMANCE*

Following discussion on Legislative File Number 100117, an ordinance relating to amending the processes for purchase of professional architectural, engineering, and landscape architectural services; and File Number 100143, a resolution relating to rescinding A.O. #3-34, performance of selection committees; it was moved by Commissioner Martinez that both items be scheduled for consideration by the Budget, Planning, and Sustainability Committee (BPSC). This motion was seconded by Commissioner Diaz, and upon being put to a vote, passed by a vote of 11-0. (Commissioners Barreiro and Jordan were absent).

ELECTIONS CANVASSING BOARD

Chairman Moss announced that new rules and regulations were implemented which governed members of the Elections Canvassing Board and that he needed to appoint a nominee to serve on the Board.

Commissioner Gimenez offered to serve on the Elections Canvassing Board when not involved in particular upcoming electoral races.

Mr. Lester Sola, Supervisor of Elections, noted an opinion was issued where the mere placement of a bumper sticker on a commissioner's vehicle would prevent him/her from serving on the Elections Canvassing Board. As an alternative, Mr. Sola suggested that the Canvassing Board member could be appointed by the Chief Administrative Judge.

Following discussion, it was moved by Commissioner Diaz that Mr. Sosa ask the Chief Administrative Judge to appoint a third member to the Elections Canvassing Board. This motion was seconded by Commissioner Sosa, and upon being put to a vote, passed by a vote of 11-0. (Commissioners Barreiro and Jordan were absent).

JMH

Chairman Moss expressed concern regarding the financial problems at Jackson Memorial Hospital (JMH) and noted that as Chairman of the Board, he intended to work with the County Attorney and the County Commission to schedule a Commission hearing to discuss these issues; using a format similar to a Congressional hearing, in order to obtain a comprehensive understanding of the status of JMH and determine the appropriate actions to save JMH. Chairman Moss noted Commission members would be informed during the course of next week on how this issue would be addressed.

In connection with a tentative special meeting to discuss the financial problems at JMH, Commissioner Gimenez asked that the County Commission be provided with a report on how other municipalities and jurisdictions nationally were addressing financial concerns regarding their public hospitals.

Commissioner Sosa asked that the Commission be provided with a comparative report outlining the services provided by the Holtz Children's Hospital at Jackson versus Miami Children's Hospital, including direct services provided by the Trauma Center and the Burn Center. Commissioner Sosa also asked that she be provided with a response to her previous request to the administration regarding JMH that was due yesterday (2/17).

In response to Commissioner Seijas' suggestion, Chairman Moss asked that County Commissioners submit the names of recommended expert witnesses to the County Attorney's Office in order to coordinate and appoint a panel as well as their questions and requests for specific information to be considered.

Commissioner Heyman asked that the Commission be provided with a response pertaining to status/updates, as well as authority at JMH. She also asked that the two models for infusing money into public hospitals be discussed as part of the JMH forum, as well as the requests made at the Health, Public Safety and Intergovernmental Committee to Dr. Roldan regarding duplication of services; separate departments; comparative buying; and collection and billing.

Commissioner Sorenson requested that representatives from the Public Health Trust and the American Federation of State, County and Municipal Employees attend the hearing.

Commissioner Souto commented that JMH should prepare a proposed plan of future goals and objectives.

Commissioner Diaz asked the Administration to provide the Commission with a report detailing all finances the Commission had provided to JMH since inception of the penny tax; and the status of the true finances of JMH. He asked that this report be submitted before the hearing.

Commissioner Jordan asked that the Administration provide the County Commission with a comprehensive report including any transfer of services requested by the Commission without the transfer of resources; unfunded state and federal mandates placed on JMH; and a summary of all non-mandated services being provided by JMH. Commissioner Jordan expressed concerns regarding emergency room services in the South and North Dade facilities and the numbers.

County Manager George Burgess advised County Commissioners that a comprehensive report addressing all issues of concern would be prepared.

19 ADJOURNMENT

Report: *There being no further business to come before the County Commission, the meeting was adjourned at 11:00 p.m.*

Dennis C. Moss, Chairman

ATTEST: HARVEY RUVIN, CLERK

By: Diane Collins, Acting, Deputy Clerk

Board of County Commissioners'
REGULAR
February 18, 2010

Prepared by: Judy Marsh

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	02/18/2010	-	Order of the Day
2	02/18/2010	-	County Manager's Memorandum re: Changes to Agenda
3	02/18/2010	1E1	2009 Florida Association of Counties' Annual Report
4	02/18/10	2C1	2010 United States Census: 10 Questions Minutes
5	02/18/2010	2C1	The 2010 Census: How People Are Counted
6	02/18/2010	2C1	2010 Census Milestones
7	02/18/2010	5B	Memo to Chairman Moss from Acting COB Division Chief re: Application for Class I Permit by Ernesto Cambo
8	02/18/2010	5B	Letter from Ben Solomon, Esq. to Acting COB Division Chief re: Class I Application by Ernesto Cambo
9	02/18/2010	5B	Memo from Acting COB Division Chief to Assistant County Attorney Peter Tell re: Resolution Denying Application by Ernesto Cambo for Class I Permit
10	02/18/2010	8O1D	Letter from Miguel De Grandy to Chairman Moss re: Unfounded and False Allegation Regarding Liquidated Damages
11	02/18/2010	8O1D Supp	Supplemental Information Requested at the February 10, 2010 Transit, Infrastructure and Roads Committee Meeting re: Special Transportation Services
12	02/18/2010	8O1D	Speaker's Cards re: Paratransit Services
13	02/18/2010	11B1	Reimbursement from District 4 CBO Funds
14	02/18/2010	11B2	FY 2009-10 District 9 Discretionary Reserve Fund Allocation
15	02/18/2010	11B3	FY 2009-10 District 10 Office Fund Allocation
16	02/18/2010	11B4	FY 2009-10 District 12 Office Budget Fund Allocation

MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

ORDER OF THE DAY

Thursday, February 18, 2010

9:30 a.m.	Call to Order Roll Call Moment of Silence Pledge of Allegiance
***10:00 a.m.**	**5C** - Sponsors Commissioner Barreiro & Jordan - The late Joseph Bryant Resolution Presentation
***10:15 a.m.**	**11A17** - Resolution declaring February 24, 2010 and each February 24 thereafter as International Cuban Exile Day in Miami-Dade County
***10:30 a.m.**	**2C1** - Presentation regarding the 2010 Census Outreach & Public Awareness Campaign
12:30 p.m.	Lunch Break
[BCC INVITE @ 1:00 p.m.]	**The late Joseph Bryant** - MDT will officially dedicate the renaming of the facility and the unveiling of the bronze plaque at the Metromover Maintenance Facility located across the street from the Government Center (SPCC)
2:00 p.m.	Re-Convene
***3:00 p.m.**	**9A3, 9A4, 9A5, 9A6** - 2008-2011 Collective Bargaining Agreements between Miami-Dade County & Local 1403-Firefighters; (AFSCME) Local 199- General Employees; Local 3292- Solid Waste; Local 1542-Aviation Employees
***4:00 p.m.**	**8O1D** – Resolution Authorizing Modification for Contract No. TR04-TSB for the MDT to continue to purchase demand response Paratransit Transportation Services (STS)
6:30 p.m.	Adjournment

Exhibit
2-18-10 BCC

Time Certain

Memorandum

MIAMI-DADE COUNTY

Date: February 18, 2010

To: Honorable Chairman Dennis C. Moss and
Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Changes for the February 18, 2010 BCC Meeting

Additions

2B1 Mayor

100392 APPROVAL OF DEPARTMENTAL AGENDA ITEMS

11A17 SUBSTITUTE Rebeca Sosa

100377 RESOLUTION DECLARING FEBRUARY 24, 2010 AND EACH FEBRUARY 24 THEREAFTER AS INTERNATIONAL CUBAN EXILE DAY IN MIAMI-DADE COUNTY (SEE ORIGINAL ITEM UNDER FILE NO. 100356)

11A18 Audrey M. Edmonson

100376 RESOLUTION URGING THE FLORIDA LEGISLATURE TO RESTORE FUNDING FOR REFUGEE SERVICES PROVIDED BY MIAMI-DADE COUNTY FOLLOWING THE RECENT EARTHQUAKE IN HAITI

12B1 SUPPLEMENT

100386 SUPPLEMENTAL REPORT TO AGENDA ITEM NO. 12B1 - REPORT ON THE STATUS OF THE MUSEUM PARK PROJECT PURSUANT TO RESOLUTION R-73-10

Exhibit
2-18-10 BCC

Additions

14A1

100172 RESOLUTION AUTHORIZING MIAMI-DADE COUNTY TO EXECUTE A CONSIGNMENT AGREEMENT WITH RARE DISEASE THERAPEUTICS FOR 1,300 VIALS OF CORALYMN, A CORAL SNAKE ANTIVENIN (Miami-Dade Fire and Rescue Department)

14A2

100380 RESOLUTION APPROVING AN AMENDMENT TO THE FY 2009-10 MIAMI-DADE COUNTY PAY PLAN, 1ST EDITION REGARDING WAGE REDUCTIONS FOR NON-BARGAINING UNIT EMPLOYEES (Human Resources)

Withdrawals

9A7

100135 RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ESTABLISH A POLICY TO PRESERVE LONGEVITY BENEFITS FOR EXEMPT AND CLASSIFIED EMPLOYEES WHO HAVE SEPARATED FROM COUNTY SERVICE DUE TO A LAYOFF ACTION ON OR AFTER OCTOBER 1, 2009 WHO HAVE BEEN REHIRED WITHIN TWO YEARS TO A NEW POSITION TO WHICH THEY DO NOT HAVE RECALL RIGHTS; PREVIOUSLY EARNED CLASSIFIED SERVICE RIGHTS SHALL NOT BE RESTORED (SEE ORIGINAL ITEM UNDER FILE NO. 093384) (Human Resources)

11A2 Dennis C. Moss

100265 RESOLUTION APPROVING THE ALLOCATION OF FUNDS IN AN AMOUNT EQUAL TO $224,100 FROM FISCAL YEAR 2009-10 FUNDS IN THE OFFICE OF THE CHAIR DIVISION OF THE BOARD OF COUNTY COMMISSIONERS FUND TO FUND OFFICE OF COMMUNITY ADVOCACY AND OTHER PROGRAMS; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO IDENTIFY LEGALLY AVAILABLE FUNDS IN AN AMOUNT EQUAL TO $66,787 TO FUND OFFICE OF COMMUNITY ADVOCACY FOR FISCAL YEAR 2009-10 AND TO PREPARE AND SUBMIT TO THE BOARD FOR APPROVAL AN APPROPRIATE AMENDMENT TO THE FISCAL YEAR 2009-10 BUDGET TO EFFECTUATE THE FOREGOING

11A2 SUBSTITUTE Dennis C. Moss

100271 RESOLUTION APPROVING THE ALLOCATION OF FUNDS IN AN AMOUNT EQUAL TO $224,100 FROM FISCAL YEAR 2009-10 FUNDS IN THE OFFICE OF THE CHAIR DIVISION OF THE BOARD OF COUNTY COMMISSIONERS FUND TO FUND OFFICE OF COMMUNITY ADVOCACY AND OTHER PROGRAMS [SEE ORIGINAL ITEM UNDER FILE NO. 100265]

Scrivener's Errors

5C

Bruno A. Barreiro,
Barbara J. Jordan

092251 RESOLUTION NAMING THE MIAMI-DADE TRANSIT METROMOVER MAINTENANCE FACILITY AFTER JOSEPH BRYANT

Note: ***This item is being reprinted to correct a scrivener's error.***

8O1D

100354 RESOLUTION AUTHORIZING MODIFICATION FOR CONTRACT NO. TR04-TSB FOR ADDITIONAL TIME AND SPENDING AUTHORITY IN THE AMOUNT OF $20,092,000 FOR THE MIAMI-DADE TRANSIT DEPARTMENT TO CONTINUE TO PURCHASE DEMAND RESPONSE PARATRANSIT TRANSPORTATION SERVICES; WAIVING THE REQUIREMENTS OF SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTIONS 2-8.1 AND 2-8.4 OF THE MIAMI-DADE COUNTY CODE PERTAINING TO COMPETITIVE BID PROCEDURES AND THE BID PROTEST PROCESS, BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN (Procurement Management Department)

Note: ***On handwritten page 2, the last sentence in the Performance/Compliance Data section should read: MDT has advised the contractor of its intent to assess liquidated damages in an amount exceeding $1 million.***

Scrivener's Errors

12A1

100307 RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY, MICHELLE TRIMBLE, MARK VIETH, JOSEPHS JACK, P.A., AND THE WACKENHUT CORPORATION TO RESOLVE OUTSTANDING LITIGATION FOR MUTUAL RELEASES OF ALL CLAIMS AND A NET PAYMENT TO THE COUNTY OF $3,000,000 (County Manager, County Attorney)

Note: ***On handwritten page 9, paragraph 6 should read: The Joint Stipulations of Dismissal with Prejudice and withdrawal of the Debarment shall be filed within ten (10) business days after Wackenhut has paid the Settlement Funds to the Trust Account of Joseph Jack, P.A.***

On handwritten page 11, paragraph 11 should read: Wackenhut shall pay the total sum of the Settlement Funds made payable to the Trust Account of Josephs Jack, P.A., 2950 Southwest 27th Avenue, Suite 100, Miami, Florida 33133 within seven (7) business days after the Court in the Qui Tam Case approves this Settlement Agreement.

Note: **UPON THE ADOPTION OF ANY SUBSTITUTE OR ALTERNATE AGENDA ITEM, THE ACCOMPANYING SUBSTITUTES AND/OR ALTERNATES SHALL BE DEEMED WITHDRAWN.**

FAC
FLORIDA ASSOCIATION OF COUNTIES

All About Florida

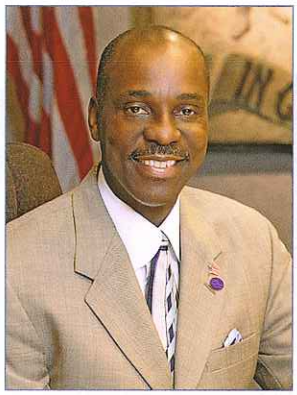
2009 ANNUAL REPORT

ADVOCATE. EDUCATE. COLLABORATE.

Exhibit
2-18-10 BCC
Item IE1

FAC Executive Committee

FAC
FLORIDA
ASSOCIATION OF
COUNTIES
All About Florida



President
Commissioner
Rodney Long
Alachua County

President-Elect
Commissioner
Ilene Lieberman
Broward County

1st Vice President
Commissioner
Doug Smith
Martin County

2nd Vice President
Commissioner
Bill Williams
Gulf County

Immediate Past President
Commissioner
Susan Latvala
Pinellas County

President's Message

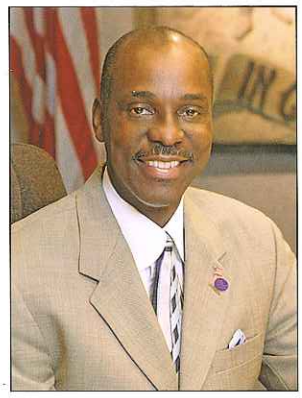
Since 2007, counties have been going through a tumultuous time. From property tax reform to the deep economic recession, counties have been forced to reexamine their entire budgets and cut things that at one time were thought untouchable.

I have found that it is during these times that I have leaned on FAC more than ever. FAC has been steadfast in their commitment to stopping preemptions and unfunded mandates. They have been committed to finding new ways to serve counties. FAC invested in the creation of an extensive economic stimulus resource center and hired a consultant to ensure counties were up to speed on economic recovery information.

In addition to all that FAC is doing there is a lot that they aren't doing to make things easier on local governments. FAC has held their dues for the past three years – with no increase – a savings of more than 12 percent to each county. Conference and education program fees have also remained stagnate and locations have been centralized to help save dollars and ensure your continued participation. FAC has also invested in new technologies for webinars to hold more educational meetings without the travel costs.

As each of you debated each line item this last year, like me, you realized counties cannot afford to lose FAC. FAC brings us all together and ensures that our efforts at the Capitol are united, strategic and in the end, effective. They ensure that what we do together is more than we could ever do alone. FAC's influence in Tallahassee isn't always on the front page because FAC's power is not in what passes but in the hundreds of bills that do not pass every year. Bills that preempt local authority, pass down unfunded mandates and shift state costs to counties.

For the past 13 months I have had the privilege to serve as the FAC president and in that time I am proud of what my – and your – association is doing for all of Florida's 67 counties. Like each of us they are doing more with less, and like each of us, they are doing it with perseverance and a smile knowing that in the end it is not 'government' that wins but our communities and each citizen in the state of Florida.

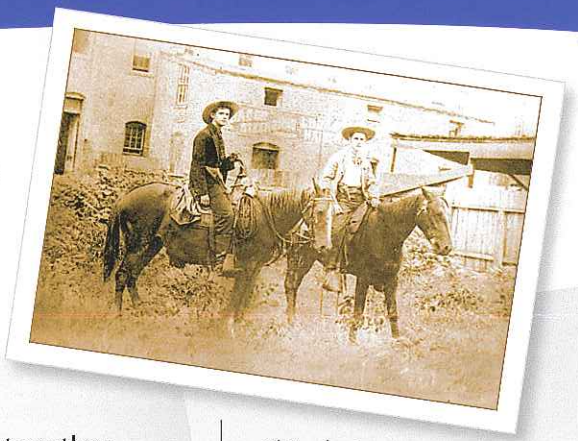


As always I am
Willing to serve,

Commissioner Rodney J. Long
Alachua County Commission
FAC President

FAC
FLORIDA
ASSOCIATION OF
COUNTIES
All About Florida

Florida Association of Counties



This photo was taken after the two men had driven a herd of cattle from Old Town, forded the Suwannee River, and brought the herd close to Gainesville for grazing. This shot is taken about one block west of the courthouse.

For 80 years, the Florida Association of Counties (FAC) has represented the diverse interests of Florida's counties emphasizing the importance of protecting home rule – the concept that communities and their local leaders should make the decisions that impact their community.

FAC is the only association representing Florida's counties – bringing together the collective experience and knowledge of 377 county commissioners and supported by thousands of county professional staff. FAC provides the cohesive platform that enables county officials and staff to speak with a unified voice on behalf of all Floridians. Through FAC, counties are better able to serve not only their communities but the entire state of Florida.

Throughout the state, Florida's counties perform vital public services such as public safety, fire and emergency medical services, jails, parks, libraries, healthcare, growth management, economic development, and roads to name a few.

Mission:

ADVOCATE. EDUCATE. COLLABORATE.

The Florida Association of Counties helps counties effectively serve and represent Floridians by strengthening and preserving county home rule through advocacy, education and collaboration.

This year FAC adopted a five year strategic plan that took us back to our roots formed 80 years ago and renewed our primary commitment to strengthen and preserve home rule through advocacy, education and collaboration.

Advocacy. Florida's counties – your county – is represented in Tallahassee by the strong commitment and dedicated team at the Florida Association of Counties. FAC's success in Tallahassee can be found in the hundreds of preemptions and unfunded mandates that are not passed each year.

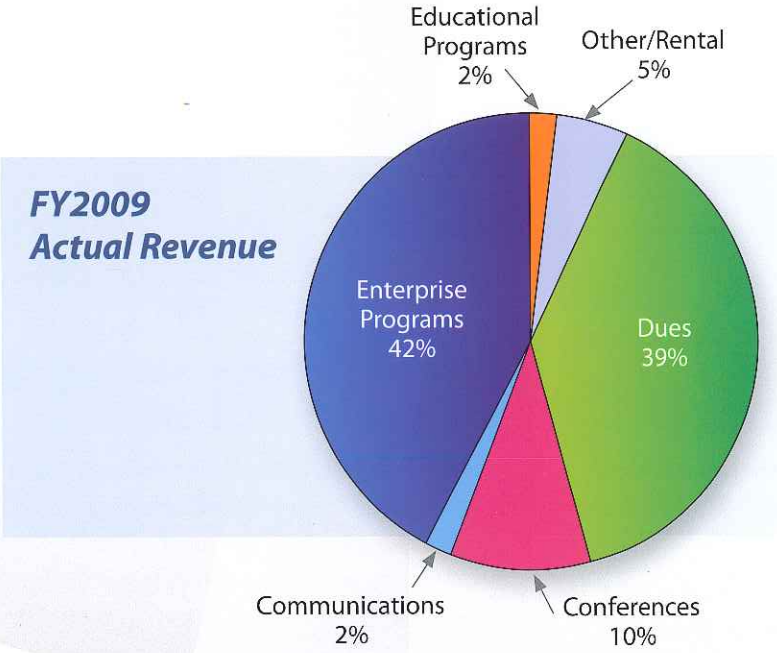
Educate. 302 county commissioners have become either a Certified County Commissioner or an Advanced County Commissioner. Are you? These programs help commissioners better understand their role and responsibilities while enhancing their skills to become more effective leaders.

Collaborate. Don't go at it alone. FAC not only brings together the collective knowledge and expertise of Florida's counties but also unites like minded groups across the state to advance your legislative priorities and to protect home rule.

Over the next five years FAC is focusing on seven major areas of improvement:

- *quality leadership*
- *strong advocacy*
- *targeted communications*
- *comprehensive education*
- *exceptional service & outreach*
- *financial stability and*
- *innovative management*

Annual Overview Page



Anna R. Doughty, CPA
Director of Finance & Administration

What Happened

New technologies: Implemented a new database management software and website.

Savings: Eliminated a 12 percent increase in health benefits for staff through restructuring.

Long range planning: Despite the economic downturn, FAC continued to save in reserve funds to improve our long term financial stability.

What Will Happen

Reduce: FAC will continue to reduce its budget to conserve during these difficult economic times.

Statewide importance: Issues such as TABOR that are of a critical concern to counties will have the dollars available to invest in any necessary campaigns.

Continued investment: FAC will continue to invest responsibly in the tools needed to ensure an increased level of service to our members.

What Didn't Happen

Raised dues: For the 3rd year in a row, the FAC Board reduced annual dues by waiving the required 4 percent dues increase to counties – saving counties more than 12 percent.

Conferences

Letreze Gooding
Director of Member Services

"I have been involved with FAC for 15 months and continue to appreciate the people and value of the services and information provided to me. I have recently completed the CCC program and found it to be a wise investment of my time. Simply put - FAC is helping me become a better public servant."

Gene Morgan
Gadsden County Commissioner

2009 ACC Graduates

What Happened

4 conferences: FAC successfully hosted four conferences with great participation from our membership.

Expert speakers: Programs included incredible speakers brought in from around the country to educate and motivate attendees.

Increased education: CCC classes are now being offered in conjunction with the FAC conferences to allow commissioners to complete their certification more quickly while saving on travel costs.

County Commissioners Certification

What Will Happen

One day registration: To increase options for counties, FAC will begin offering one day registrations for our Annual Conference. So if you can't make it to the whole event, no worries, come just for the day.

Webinars: FAC is adding to the meetings you can attend by hosting webinars and regional workshops on various topics related to county governments. Through webinars, commissioners can save the cost of travel while still getting the information critical to their county.

Videos: FAC is working this year to place videos of some conference events on our website at a minimal cost for our members – further increasing opportunities for members to get important information and save limited dollars.

What Didn't Happen

Increased Costs: The costs to attend FAC conferences has not increased for three years! FAC is committed to keeping your costs low while providing more ways to participate in our events.

Education

2009 CCC Graduates

What Happened

Strategic plan: Completed the 2009-2014 FAC Strategic Plan focusing on home rule and increasing programs while improving efficiencies.

80 percent: Participation from newly elected commissioners in the new commissioner workshop with high ongoing participation in subsequent programs.

12, 238, 18, 64: Graduated 12 Certified County Commissioners giving FAC 238 alumni of the program. Eighteen (18) Advanced County Commissioners graduated giving FAC 64 alumni. Congratulations to all of the commissioners who have graduated from these prestigious programs!

Regional education: FAC brought education opportunities to your area by utilizing the technology available at many of the UF/IFAS Extension offices around the state.

What Will Happen

County government guidebook: FAC along with the Florida Institute of Government at FSU is creating a comprehensive handbook for Florida's county officials that will be available in November 2010 and will also be used in the curriculum for FAC's Certified County Commissioner program.

New formats: FAC is utilizing new delivery formats such as regional workshops, webinars and consolidated meetings to encourage increased participation while saving limited travel dollars.

Increased participation due to stronger curriculum: FAC is working to increase participation not only through new technologies but also by creating a stronger and more standardized curriculum to reach a broader range of members.

"As every one of us know, being a new Commissioner can be an overwhelming experience. FAC has been extremely helpful to me through its CCC program. Classes have made the learning curve less steep by educating me on what is expected of me as a leader."

Marsha Drew
Levy County
Commissioner

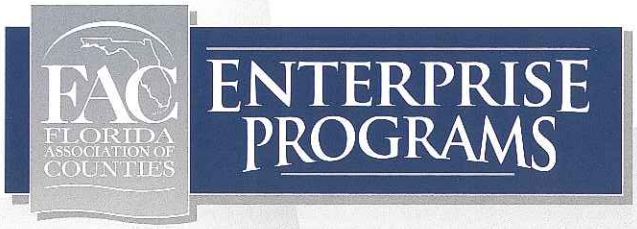
What Didn't Happen

Increased cost: This is the third year, fees to attend education seminars remained the same along with new reduced cost options offered to encourage continued participation.

Decrease in quality: Rather than education programs suffering due to economic cutbacks they have been expanded and made more accessible to members, knowing that it is in the tough times that help is needed more than ever.

Enterprise Division

John R. Ricco
Director of Enterprise Programs



What Happened

Day to day: The Florida Trust launched a new Money Market Fund which exceeded ½ billion in deposits in its first 90 days.

Big savings: The first counties to participate in the Energy and Telecom Audit Program saved hundreds of thousands of dollars in utility and phone expenses. What are you waiting for?

You're covered!: In 2009, FAC added property and workers' compensation insurance coverage through a partnership with the Florida Municipal Insurance Trust. That coupled with our longstanding partnership with FACT to provide auto and liability insurance means FAC's got you covered.

$$$: In spite of the economic times, FAC met 100% of its goals for the Corporate Partners Program and 97 percent of its sponsorship budget goal. Thank you to our partners and sponsors!

What Will Happen

Debt recovery program: FAC is working to offer a new debt collection program to help counties collect outstanding invoices. The new program will offer higher returns at a lower cost.

Advertising: New advertising opportunities are being created every day for vendors through webinars, videos, and various publications.

More, more, more: FAC is working constantly to offer more valuable programs to its members…is your county adding more FAC Enterprise Programs and taking advantage of big savings?

Legal Division

What Happened

Training: FAC provided ethics and federal Honest Services Act training among the county attorneys and commissioners. Created a permanent and comprehensive presence of quality ethics materials on the FAC website.

Advocacy: Joined with the Florida League of Cities in the United States Supreme Court to persuade the high court to uphold Florida's beach renourishment activities and in the Florida Supreme Court to convince the court that tougher judicial standards should not apply to certain conditions governments can place on the issuance of development orders.

Home rule wins: FAC filed a brief that assisted the Supreme Court of Florida in Escambia County v. Strand to uphold the home rule ability of counties to pledge tax increment for debt, without statutory authority and without a referendum.

Ginger Delegal
General Counsel

What Will Happen

New policies: FAC is implementing new Conflict of Interest and Whistleblower policies to ensure that FAC is leading by example in ethics and integrity.

The #1 source: FAC has a wealth of information available to our counties and partners and will be implementing a document management system ensuring these documents are available to our members for years to come.

Staying in the courts: With controversial impact fee and muzzle laws passed in 2009, FAC will continue to fight for home rule and counties in the court system.

What Didn't Happen

Regional conflict counsels: FAC along with 26 counties won their challenge against the state that attempted to shift the burden of funding conflict counsels to counties. Counties won in trial court and the appeal to 1st District Court of Appeal!

1.35% gone: FAC was a part of the successful fight that saw the Florida Supreme Court strike the proposed 1.35% Tax Cap Plan from the 2010 ballot.

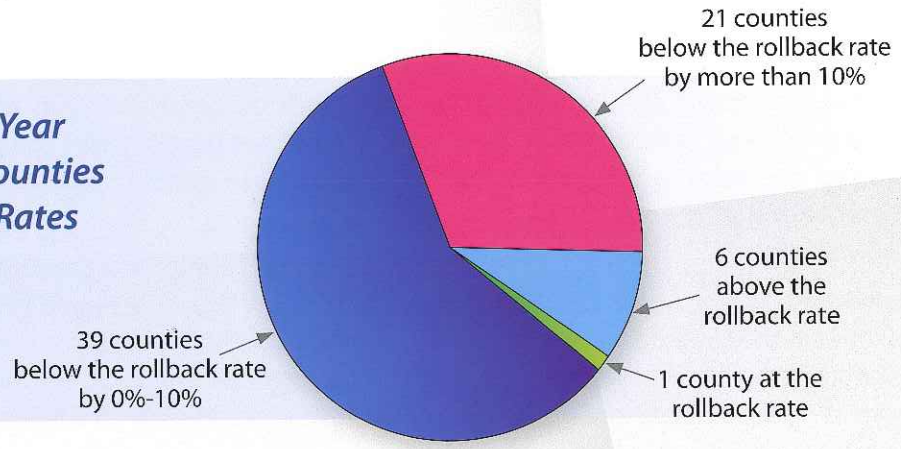
"I have thoroughly enjoyed working with FAC for the last three years. They know the nuances of legislation and legislators, provide critical information and assist you in your lobbying efforts. One key facet of FAC is the networking at the meetings which allows one to hear the rural, mid-size and large county perspectives on issues facing the state. The ability to come together as a team with folks from a wide spectrum of backgrounds sends a powerful message to State leadership. I can't say enough about FAC and the impact it has had on counties ability to articulate the needs of local government to state and national leadership."

Doug Conkey, Clay County Commissioner

Legislative Division

John Wayne Smith
Legislative Director

2009 Tax Year Florida Counties Rollback Rates



What Happened

Cigarette surtax: A FAC Priority was passed last year to help minimize cuts to health care services.

Full funding: For Amendment 1 offset to small counties.

Interest protection: In a hard fought battle, FAC ensured that interest earned from BOCC investments are returned to the BOCC.

Court fees: With the FAC passed court fees, counties can now raise fees an additional amount to cover the cost of court related infrastructures.

Transportation priorities passed:

- Expansion of the Charter County Transit Surtax to all Charter Counties (13 additional counties eligible to levy).
- Small County Road Assistance Program (SCRAP)
  - > Program saved by eliminating mandatory sunset provision.
  - > Expanded number of counties eligible by eliminating millage requirement.
- Established a notification process in law, allowing local governments to describe the local impact of projects delayed or eliminated from FDOT's work program.

Growth management (SB 360)

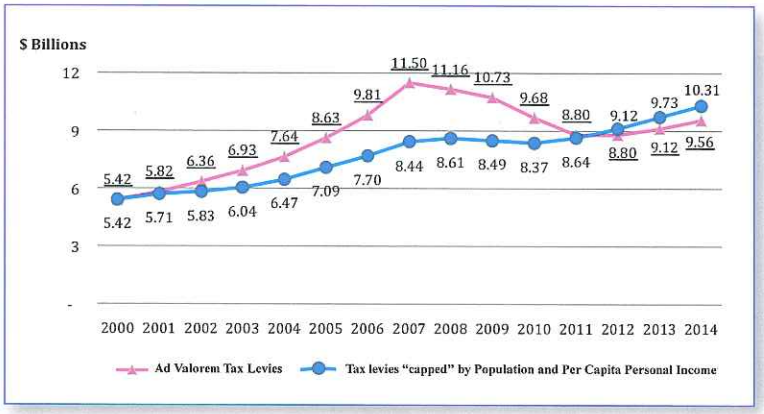
- Helped get home rule language added to growth management bill, preserving local transportation concurrency.
- Ensured the transportation concurrency exception areas (TCEAs) were significantly reduced – from county-wide to limited urban service areas.

What Will Happen

FAC priorities: FAC will fight hard to implement the six member priorities passed this year:

- Regional Transportation Funding
- Home rule in Growth Management
- Defeat TABOR
- Predictable DJJ cost share
- Defeat Medicaid cost increase
- Reinstate CHD rate control exemption

Federal strike team: FAC has committed to staying engaged and active in Federal issues facing local county governments.



County Ad Valorem Tax Comparison

By county fiscal year
(FY2000-FY2014)

What Didn't Happen

TABOR: Defeated the TABOR bill through collaboration and partnership.

Trash tax: Stopped a bill that would have imposed significant new fees and cost shifts on local governments disposal services.

250: Defeated 250 bills or issues that would have preempted local government, shifted state costs to counties and general unfunded mandates.

Other issues

Too often the importance of county government and local services are inconsequential in Tallahassee - with legislators too quick to preempt county authority and shift state costs down to local taxpayers.

250 Preemptions/unfunded mandates bills/ issues defeated by FAC.

32 Bills/issues passed supported by FAC.

23 of 29 Number of priority bills and/or issues FAC was successful in passing or defeating.

"The Florida Association of Counties is one of the best partners and resources that local governments have in working with the Florida Legislature and state agencies. FAC is a valuable tool that unites Florida's counties in the common cause of representing its citizens as it advocates on our behalf. FAC is also a great communicator, not just as it represents it members before Senate and House decision makers, but also amongst its members providing valuable information, technical advice, and ideas being used by its members to achieve success as local governments. From my personal experience with the Florida Association of Counties over the past ten years as an elected County Commissioner in the State of Florida, I have been fortunate to be associated with the quality and leadership that FAC delivers to the counties that it serves."

Doug Smith, Chairman
Martin County Board of County Commissioners
FAC First Vice President

Communications

Cragin Mostellar
Communications Director

"The daily news clippings provide me with great information not only as to what is happening around the state but how other counties may be solving similar problems that I am facing as a commissioner. The resources that FAC has readily available are invaluable and I encourage every commissioner to look to FAC first to see what help they can provide."

Fred Hawkins, Jr.
Chairman Osceola County Commission

What Happened

Property tax reform: Released the 1st ever property tax report highlighting cuts made by counties and exemplifying the hard choices counties are forced to make across the state.

New website: Launched a completely redesigned and updated website for FAC members to better find the complete resources available to them.

Launch of Twitter: Launched and grew a successful social networking strategy with 700 followers on Twitter and Facebook. Join Twitter and follow @flcounties to get the latest updates from Tallahassee.

What Will Happen

Better publications: FAC is constantly looking for new and better ways to communicate with our members. Your time is short but the need for the right information at the right time is vast – FAC will work to better fulfill those needs.

TABOR campaign: The TABOR fight will not die for many years yet and FAC will be there every step of the way to provide you, legislators and citizens the tools needed to understand this complicated issue.

Speakers: FAC is a member organization and it is time to better share the priorities and goals developed by the collective knowledge of commissioner's from Florida's counties.

Membership Outreach

Commissioner Frank Halas and Councilwoman Joie Alexander participate in a conference demonstration

Latoya Washington
Membership and Marketing Coordinator

What Happened

FAC Ambassador Program: FAC launched a new Ambassador Program that paired newly elected officials with veteran commissioners. This November our new commissioners will be ready to share their experiences. Every commissioner should sign up to be an Ambassador.

AAFT: FAC conducted another successful All About Florida Tour holding events in six regional stops that had attendees from surrounding counties. Look for the annual AAFT coming to a county near you this summer.

Coming to you!: Counties have cut travel budgets and FAC is committed to visiting our members throughout the year. FAC will continue to visit member counties promoting the cost saving programs available to counties; informing them of the educational opportunities available to them; and obtaining valued member feedback as to how FAC can better serve them.

What Will Happen

Tell us what you think!: FAC is committed to serving its members. FAC will conduct member satisfaction surveys to help determine how to better serve our counties.

What are your benefits?: FAC has developed a member benefits statement that detail specific savings by participating in FAC sponsored Enterprise Programs.

FAC webinars: FAC Webinars are being developed and expanded to encourage participation from counties whose travel budgets make attending out of county events difficult. Webinars are being held on many subjects from oil drilling to TABOR and all of the major issues facing counties. Let us know what you'd like to learn more about!

"Without the legal, technical, and legislative guidance of the very qualified staff at the Florida Association of Counties, rural counties such as ours would be operating at a real slow pace as though we were still living in the frontier days of Florida's glorious past. We appreciate all of the services that you all provide."

Gene Hall
Jefferson County Commissioner

Letter from the Executive Director

This year marks a significant year in FAC's history – for 80 years – we have been advocating for home rule in our counties. And looking back throughout FAC's history one thing is clear – our battles have not changed.

Eighty years ago the Florida Legislature was trying to require counties to put fences along all of their main roads to prevent cattle from crossing streets and blocking the flow of traffic. Over the years, our fight has remained constant: stopping mandates, getting the state to pay their fair share and fighting for reasonable property tax reform.

It can be disheartening looking back over 80 years of history seeing the continual struggle of counties to preserve the right to serve their citizens and develop the community and quality of life being asked of them. But what I find inspiring looking back is the team work that it has taken to fend off preemption after preemption and unfunded mandate after unfunded mandate. Florida's counties have remained firm in their desire to protect themselves, knowing that it is united where we hold the largest impact, knowing that it is working together as a team that has protected counties over the last 80 years and knowing FAC will continue to protect them for the next 80 years.

In 1967 the state of Florida realized the difficulty that comes with running county government and recognized the need to empower counties to take care of their own local issues and provide services directly to their citizens. FAC fought for the 1968 constitutional amendment to provide home rule to county governments.

It has been 42 years since our home rule amendment and it is time for another paradigm shift that impacts and increases home rule with the same effect of the 1968 Constitutional Amendment. We must look ahead and decide what the future of counties and the future of Florida looks like.

The success of your organization depends on the support and encouragement of you, our members. Just as we joined together to fight for revisions to Article V in the late 90's we must band together now to improve our association, our communities and our state.

FAC has drafted a strategic plan that is committed to advancing our home rule and empowering counties. But as an organization now is the time to think bigger....we must move from this constant tug of war to a partnership with clearly defined roles committed to improving the state of Florida for our communities and the citizens we all represent.

From our founding in 1929, to the 1968 Constitutional Amendment, to the Article V fight to today we have shown that time and time again it is the strength of our union that makes us successful.

Sincerely,

Christopher L. Holley
Executive Director

2009-2010 FAC Staff

2010 FAC Staff

Executive

Christopher L. Holley – *Executive Director*
Heather DiGiacomo – *Executive Assistant*

Legislative

John W. Smith – *Legislative Director*
Eric Poole – *Assistant Legislative Director*
Davin Suggs – *Senior Legislative Advocate*
Diana Ferguson – *Legislative Staff Attorney*
Heather Wildermuth – *Senior Legislative Advocate*
Sarrah Carroll – *Legislative Advocate*
Valerie Rogers – *Senior Legislative Executive Assistant*
Tracy Kusmierz – *Legislative Executive Assistant*

Enterprise Programs

John Ricco – *Director of Enterprise Programs*
Elizabeth Newberry – *Financial Services Coordinator*
Stephanie Smith – *Corporate Relations Coordinator*
Latoya Washington – *Membership and Marketing Coordinator*
Becky Berentsen – *Executive Assistant*

Finance & Administration

Anna R. Doughty, CPA – *Director of Finance & Administration*
Teresa Martin – *Office Manager*
Bobby Swandol – *Information Technology Manager*
Connie Osborn – *Fiscal Coordinator*
Sue Hopkins – *Accounting Assistant*
Michelle Drawdy – *Database Administrative Assistant*
Barbara Bundy – *Receptionist*

General Counsel

Virginia "Ginger" Delegal – *General Counsel*
Gail Ricks – *Senior Executive Assistant*

Educational Programs

Letreze Gooding – *Director of Member Services*
Kelli Williams – *Meeting Planner*

Communications

Cragin Mosteller – *Communications Director*

FAC
FLORIDA ASSOCIATION OF COUNTIES
All About Florida

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Phone: 850.922.4300

Twitter: @flcounties

www.fl-counties.com

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10 QUESTIONS MINUTES

TO DEFINE WHO WE ARE AS A NATION

The Census: A Snapshot

- **What:** The census is a count of everyone residing in the United States.
- **Who:** All U.S. residents must be counted—both citizens and non citizens.
- **When:** You will receive your questionnaire in March 2010 either by U.S. mail or hand delivery. Some people in remote areas will be counted in person.
- **Why:** The U.S. Constitution requires a national census once every 10 years to count the population and determine the number of seats each state will have in the U.S. House of Representatives.
- **How:** Households should complete and mail back their questionnaires upon receipt. Households that do not respond may receive a replacement questionnaire in early April. Census takers will visit households that do not return questionnaires to take a count in person.

A Complete Count: The Importance of Census Data

- Every year, the federal government allocates more than $400 billion to states and communities based, in part, on census data.
- Census data are used to determine locations for retail stores, schools, hospitals, new housing developments and other community facilities.
- Census data determine boundaries for state and local legislative and congressional districts.

2010 Census Questionnaire: Easy, Important and Safe

- With only 10 questions, the 2010 Census questionnaire takes approximately 10 minutes to complete. Households are asked to provide key demographic information, including: whether a housing unit is rented or owned; the address of the residence; and the names, genders, ages and races of others living in the household.
- By law, the Census Bureau cannot share an individual's responses with anyone, including other federal agencies and law enforcement entities.

Exhibit
2-18-10 BCC
Item 2C1

IT'S IN OUR HANDS! YOU CAN MAKE A DIFFERENCE AND BE COUNTED. PLEASE RESPOND TO THE 2010 UNITED STATES CENSUS. FOR MORE INFORMATION, GO ONLINE TO WWW.MIAMIDADE.GOV/CENSUS2010

MIAMI-DADE COUNTY

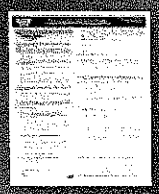
United States Census 2010

CENSUS HISTORY

The first census took place in 1790 to determine the number of seats each state would have in the U.S. House of Representatives. The census also was created to gain a better understanding of where people lived and to establish patterns of settlement as the nation grew.

ABOUT THE CENSUS BUREAU

The Census Bureau was established in 1902. Today, in addition to administering the census of population and housing, the Census Bureau conducts more than 200 annual surveys, including the American Community Survey, the Current Population Survey and economic censuses every five years.



We can't move forward until you send it back!

2010 Census Key Dates

February – March 2010

Census questionnaires are mailed or delivered to households.

March – April 2010

Be Counted program is implemented. Census questionnaires are available at select public sites for individuals who did not receive one by mail.

April 1, 2010

CENSUS DAY

May – July 2010

Census takers visit households that did not return a questionnaire by mail.

Dec. 31, 2010

By law, the Census Bureau delivers population counts to the president.

March 2011

By law, the Census Bureau completes delivery of redistricting data to states.

Frequently Asked Questions

1. **Q. Who should fill out the census questionnaire?**

   A. The individual in whose name the housing unit is owned or rented should complete the questionnaire on behalf of every person living in the residence, including relatives and non-relatives.

2. **Q. How will the 2010 Census differ from previous censuses?**

   A. In 2010, every residence will receive a short questionnaire of just 10 questions. More detailed socioeconomic information previously collected through the decennial census will be asked of a small percentage of the population through the annual American Community Survey. To learn more about the American Community Survey, visit www.census.gov.

3. **Q. How are census data used?**

   A. Census data determine the number of seats each state will have in the U.S. House of Representatives. Census data also can help determine the allocation of federal funds for community services, such as school lunch programs and senior citizen centers, and new construction, such as highways and hospitals.

4. **Q. What kind of assistance is available to help people complete the questionnaire?**

   A. 2010 Census questionnaire language assistance guides are available in a variety of languages. Questionnaire Assistance Centers (QAC) will also assist those unable to read or understand the questionnaire. Large-print questionnaires are available to the visually impaired upon request, and a Teletext Device for the Deaf (TDD) program will help the hearing impaired. Contact your Regional Census Center for more details about the types of assistance available and for QAC locations.

5. **Q. How does the Census Bureau count people without a permanent residence?**

   A. Census Bureau workers undertake extensive operations to take in-person counts of people living in group quarters, such as college dormitories, military barracks, nursing homes and shelters, as well as those who have been displaced by natural disasters.

For more information about the 2010 Census, go to 2010census.gov.

2010 CENSUS
IT'S IN OUR HANDS

Issued May 2009 | Form D-3286 (E)

10 KESTYON MINIT

POU DEFINI KIYÈS NOU YE KÒM NASYON

Resansman an: Yon Kout Je

- **Kisa:** Resansman an [census] se lè yo konte tout moun ki abite Ozetazini.
- **Kiyès:** Tout moun ki abite Ozetazini ke yo sitwayen ou pa sitwayen fèt pou konte.
- **Kilè:** W va resevwa kestyonè w la an mas 2010 oubyen pa lapòs oubyen livre an pèsòn. Kèk moun ki abite nan fon bwa yap konte yo la menm an pèsòn.
- **Pouki:** Konstitisyon Lèzetazini egzije ke yon resansman nasyon an fèt yon fwa chak 10 an pou konte popilasyon an epi detèmine konbyen syèj sena chak eta va genyen nan Chanm Lejislativ Lèzetazini a.
- **Kouman:** Fwaye yo fèt pou ranpli epi poste kestyonè yo retounen yon fwa yo resevwa yo. Fwaye ki pa reponn yo gen dwa jwenn yon kestyonè de rechanj nan kòmansman mwa avril. Anplwaye resansman yo pral vizite tout fwaye ki va voye kestyonè yo retounen epi yap konte moun yo an pèsòn.

Yon Kont Presi Okonplè: Enpòtans Chif Done Resansman

- Chak ane, gouvènman Federal fè alokasyon a pliske $400 milya dola a Eta yo ak kominote yo baze , an pati, sou chif done resansman yo.
- Chif done resansman yo sèvi pou detèmine anplasman magazen komèsyal yo, lekòl yo, lopital yo, nouvo devlop man lojman yo ak lòt lokal sant kominotè yo.
- Chif done resansman detèmine lizyè yo pou distrik lejisla tiv ak kongrèsyonèl Eta a ak lokal.

Kestyonè Resansman 2010: Fasil, Enpòtan epi an tout Sekirite

- Ak 10 grenn kestyon, Resansman 2010 la pran apeprè 10 minit pou ranpli. Yo mande fwaye yo founi dè enfòmasyon demografik kle, ki enkli: si kay/apatman an lwe oswa achte; adrès kay/apatman an ; epi non, sèks ak ras tout moun ki abite nan kay/apatman an.
- Dapre lalwa, Biwo resansman an pa gen dwa pataje okenn nan enfòmasyon okenn endividi ak okenn lòt branch gouvènman federal la ak ni fòsdelòd lokal yo.

Sa chita nan men nou! Se nou menm kap fè ladiferans epi fè tande nou pou yo konte nou. Tanpri reponn prezan nan Resansman 2010 Lèzetazini a. Pou plis enfòmasyon, ale sou entènèt la nan www.miamidade.gov/census2010.

MIAMI-DADE COUNTY

United States Census 2010

ISTWA RESANSMAN

Premye resansman an te fèt an 1790 pou detèmine konbyen syèj chak eta tap genyen nan Chanm Lejislatif Lèzetazini. Resansman an te kreye tou yon pi gran konpreyansyon de ki kote moun te abite epi te ede etabli dè patèn de kominote pandan nasyon an tap grandi.

KONSÈNAN BIWO RESANSMAN

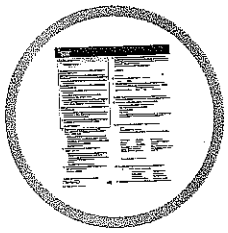
Biwo Resansman an te etabli an 1902. Jodiya, anplis ke yo administre resansman popilasyon an ak lojman, Biwo Resansman mennen pliske 200 sondaj anyèlman, enkli American Community Survey, Current Population Survey ak resansman ekonomik chak senkan.

Nou pa kapab fè okenn pa pou pi devan toutotan w poko retounen li!

Eschibit
2-18-10 BCC; Item 2C1

Counting is our job.

Keeping your answers confidential is our solemn oath.

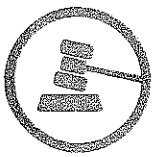


It's easy.

In just 10 minutes, you can make a difference. One of the shortest census forms in history, the 2010 Census form asks 10 questions and takes about 10 minutes to complete.

It's important.

The 2010 Census is a historic event that will help shape our nation's future for the next 10 years. With accurate census data, we can create a portrait of our nation's growing population and determine what's needed to better provide for everyone.



It's safe.

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All Census Bureau employees take an oath of nondisclosure and are sworn for life to protect the confidentiality of the data. The penalty for unlawful disclosure is a fine of up to $250,000 or imprisonment of up to five years, or both.

Completing the 2010 Census form will shape the future for you, your community and the country.

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Dat Kle Resansman 2010

fevriye – mas 2010

Kestyonè resansman yo poste oswa livre nan fwaye/kay yo.

mas – avril 2010

Pwogram fè yo Konte a enplimante. Kestyonè resansman yo disponib nan seten sit piblik pou endividi ki pa resevwa youn pa lapòs.

avril 1, 2010

CENSUS DAY

me – jiyè 2010

Anplwaye resansman yo vizite fwaye yo ki pat retounen yon kestyonè pa lapòs.

desanm 31, 2010

Dapre lalwa, Biwo Resansman soumèt bay prezidan montan konte popilasyon an.

mas 2011

Dapre lalwa, Biwo Resansman fini rapò done pou re-defini distrik yo bay Eta yo.

Kestyon Yo Plis Poze Yo

1. **K. Kiyès ki pou ranpli kestyonè resansman an?**

   R. Endividi ki genyen non li nan kontra kay/apatman an oswa ki mèt kay/apatman an fèt pou ranpli kestyonè an nan non tout moun ki rete nan kay la, enkli ni fanmi ni moun ki pa fanmi.

2. **K. Kouman Resansman 2010 la diferan de ansyen resansman yo?**

   R. An 2010, chak kay va resevwa yon ti kestyonè tou kout de 10 kestyon. Atravè sondaj American Community Survey, yo va mande yon ti pousantaj popilasyon an plis detay sosyo-ekonomik de ansyen sak te kolekte nan resansman bisantnè a. Pou plis enfòmasyon sou sa, ale sou www.census.gov.

3. **K. Kouman yo sèvi ak enfòmasyon kolekte nan resansman an?**

   R. Se done enfòmasyon resansman an ki detèmine konbyen syèj nan Chanm Lejislatif Lèzetazini chak Eta pral genyen kòm repr ezantan. Done enfòmasyon resansman an ede tou nan detèmine alokasyon fon Federal yo pou sèvis yo nan kominote an, tankou pwogram manje lekòl yo ak sant grandèt yo, nouvo konstriksyon, tankou otowout yo ak lopital yo.

4. **K. Ki kalite èd ke yo mete sou pye pou ede moun yo ranpli kestyonè a?**

   R. Feyè gid asistans nan lang pou kestyonè resansman 2010 la disponib nan yon varyete de lang. Questionnaire Assistance Centers (sig Angle QAC) pral ede moun ki pa konn li yo oswa ki pa konprann kestyonè an. Depi moun mande, kestyonè ekri an gwo lèt va disponib pou moun ki genyen pwoblèm zye, epi yon pwogram aparèy Teletext Device for the Deaf (sig Angle TDD) pral ede moun ki soud yo. Kontakte sant Regional Census Center pou plis detay sou tout kalite èd ki pral disponib epi pou jwenn anplasman QAC yo.

5. **K. Kouman Biwo Resansman an fè konte moun ki pa rezidan legal yo?**

   R. Travayè Biwo Resansman yo pran anpil atansyon pou asire ke yo konte moun yo ki abite an gwoup nan yon kay an pèsòn, tankou dòtwa inivèsite yo, barak militè yo, sant retrèt yo ak abri yo, ansanm ak moun ki refije yo poutèt dezas natirèl yo.

2010 CENSUS
IT'S IN OUR HANDS

MIAMI-DADE COUNTY

United States Census 2010

Se travay nou konte.

Kenbe repons nou yo konfidansyèl se sèman solanèl nou.

Li fasil.

Nan 10 minit sèlman, w kapab fè ladiferans. Youn nan fòm resansman pi kout nan listwa, fòm resansman 2010 la poze 10 kestyon epi sa pran apeprè 10 minit pou fin ranpli li.

Li enpòtan.

Resansman 2010 la se yon evennman istorik ki va ede nou drese chema lavni nasyon nou an pou pwochen 10 an yo. Ak enfòmasyon done presi, nou kapab kreye yon desen de ogmantasyon nan popilasyon nou an epi detèmine sak pi bon pou nou byen sèvi tout moun.

Li an tout sekirite.

Dapre lalwa, Biwo Resansman an pa gen dwa pataje repons w bay sou fòm la ak pèsòn, enkli lòt branch gouvènman Federal yo ak antite fòsdelòd yo.

Tout anplwaye Biwo Resansman yo fè sèman pou yo pa divilge okenn koze epi yo sèmante pou tout lavi yo pou yo pwoteje konfidansyalite enfòmasyon yo. Pinisyon yap jwenn si yo divilge anyen ilegalman se peye yon amann ki ka rive jiska $250,000 oswa prizon ki ka rive jiska senkan, oswa jwenn toude ansanm.

Ranpli Resansman 2010 la va drese chema lavni w, lavni kominote w ak peyi a.

NOU PA KAB FÈ YON PA KITA YON PA NAGO TOUTOTAN NOU PA POSTE LI RETOUNEN

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Counting is our job.

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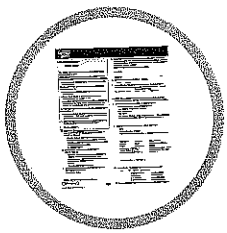

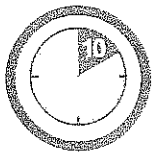

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Completing the 2010 Census form will shape the future for you, your community and the country.

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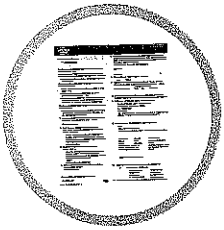
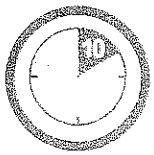
Nuestro trabajo es contar.

Mantener la confidencialidad de sus respuestas es nuestro juramento solemne.





Es fácil.

En sólo 10 minutos usted puede contribuir a hacer una diferencia. Por ser uno de los formularios de censo más cortos de la historia, el Censo 2010 sólo contiene 10 preguntas y demora unos 10 minutos para responder.

Es importante.

El Censo 2010 es un acontecimiento histórico que ayudará a moldear el futuro de nuestra nación durante los 10 años próximos. Si contamos con información certera del censo podremos crear un esbozo de la creciente población de nuestra nación y determinar qué se necesita para satisfacer las necesidades de todos.

Es seguro.

La ley prohibe a la Agencia del Censo dar a conocer sus respuestas a otras entidades, incluyendo a otras agencias federales y a las agencias del orden público.

Todos los empleados de la Agencia del Censo deben prestar un juramento vitalicio para proteger la confidencialidad de la información. La sanción por divulgación ilegal es una multa de hasta $250,000 o encarcelamiento hasta por cinco años, o ambos.

Contestar el formulario del Censo 2010 contribuirá a moldear el futuro de usted, de su comunidad y del país.

NO PODEMOS AVANZAR HASTA QUE USTED LO ENVÍE POR CORREO.

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10 PREGUNTAS MINUTOS

PARA QUE SE ESCUCHE NUESTRA VOZ

El Censo: datos importantes

- **¿Qué es?** El Censo es un conteo de todas las personas que viven en los Estados Unidos.
- **¿Para quién?** Toda persona que vive en los EE.UU. tiene que ser contada; personas de todas las razas y grupos étnicos, tanto ciudadanos como no ciudadanos.
- **¿Cuándo es?** Usted recibirá su cuestionario en marzo del 2010, ya sea por correo o por entrega personal. Algunas personas en áreas remotas serán contadas en persona.
- **¿Por qué?** La Constitución de los EE.UU. requiere un censo nacional cada 10 años para contar la población y determinar la cantidad de espacios que cada estado tendrá en la Cámara de Representantes de los EE.UU.
- **¿Cómo?** Los hogares deben llenar y devolver sus cuestionarios en cuanto los reciban. Los hogares que no respondan podrían recibir un cuestionario de reemplazo a principios de abril. Los empleados del Censo en su comunidad, visitarán los hogares que no devuelvan sus cuestionarios, para contarlos en persona. El representante del Censo se compromete bajo juramento a proteger su información que, por ley, es confidencial. **¡Ábrale su puerta en confianza!**

Un conteo completo: ¿Cuán importante es para su comunidad?

- Cada año, el gobierno federal asigna más de $400 mil millones de dólares a los estados y las comunidades, basado parcialmente en los datos del Censo.
- Los datos del Censo se utilizan para decidir dónde ubicar tiendas, escuelas, hospitales, nuevos proyectos de vivienda y otras facilidades comunitarias.
- Los datos del Censo determinan los distritos legislativos y congresionales, tanto locales como estatales.

Cuestionario del Censo del 2010: fácil, importante y confidencial

- El cuestionario del Censo del 2010 sólo tiene 10 preguntas y toma alrededor de 10 minutos completarlo. Se pregunta a los hogares información demográfica importante tales como: si la unidad de vivienda es alquilada o propia, la dirección de la residencia y los nombres, sexos, edades y razas de quienes viven en el hogar.
- Por ley, la Oficina del Censo no puede compartir las respuestas del cuestionario del Censo con nadie, ni siquiera con otras agencias federales y entidades policiales y del orden público.

Exhibit
2-18-10 BCC
Item 2C1

United States Census 2010

MIAMI-DADE COUNTY

LA HISTORIA DEL CENSO

El primer Censo se llevó a cabo en el 1790 para determinar la cantidad de espacios que cada estado tendría en la Cámara de Representantes de los EE.UU. El Censo también se creó para entender mejor dónde vivía la gente y para establecer los patrones de asentamiento en la medida que la nación crecía.

SOBRE LA OFICINA DEL CENSO

La Oficina del Censo se estableció en el 1902. Hoy, además de administrar el Censo de la Población y la Vivienda, la Oficina del Censo realiza más de 200 encuestas anuales, incluyendo la Encuesta sobre la Comunidad Estadounidense, la Encuesta de la Población Actual y censos económicos cada cinco años.

Para progresar, lo tenemos que enviar.

Censo del 2010: Fechas Claves

febrero – marzo del 2010

Los cuestionarios del Censo se envían por correo o se entregan en persona en los hogares.

marzo – abril del 2010

Se implementa el programa "Sea Contado". Habrá cuestionarios del Censo en algunos lugares públicos, disponibles para quienes no lo recibieron por correo.

1 de abril del 2010

DÍA DEL CENSO.

mayo – julio del 2010

Los empleados del Censo visitan los hogares que no devolvieron el cuestionario por correo. Recuerde que ellos han jurado proteger su información ante la ley.

31 de diciembre del 2010

Por ley, la Oficina del Censo le envía al Presidente los conteos de la población.

marzo del 2011

Por ley, la Oficina del Censo finaliza la entrega de los datos de redistribución a los estados.

Preguntas Frecuentes

1. P. ¿Quién debe llenar el cuestionario del Censo?

R. La persona a nombre de quién esté registrada la unidad de vivienda, sea propia o alquilada, debe llenar el cuestionario a nombre de cada persona que viva en la residencia en ese momento, incluyendo parientes y no parientes.

2. P. ¿Cómo se diferencia el Censo del 2010 de los anteriores?

R. En el 2010, cada residencia recibirá un breve cuestionario de sólo 10 preguntas. La información socioeconómica más detallada, que previamente se obtenía a través del Censo decenal, se le preguntará a un pequeño porcentaje de la población durante la Encuesta sobre la Comunidad Estadounidense. Para obtener más información sobre esta encuesta, visite www.2010census.gov

3. P. ¿Cómo se utilizan los datos del Censo?

R. Los datos del Censo determinan la cantidad de espacios que cada estado tendrá en la Cámara de Representantes de los EE.UU para lograr una representación justa. También ayudan a determinar la asignación de fondos federales para servicios comunitarios como: programas de comidas escolares, centros para personas de edad avanzada y construcción de nuevas carreteras y hospitales.

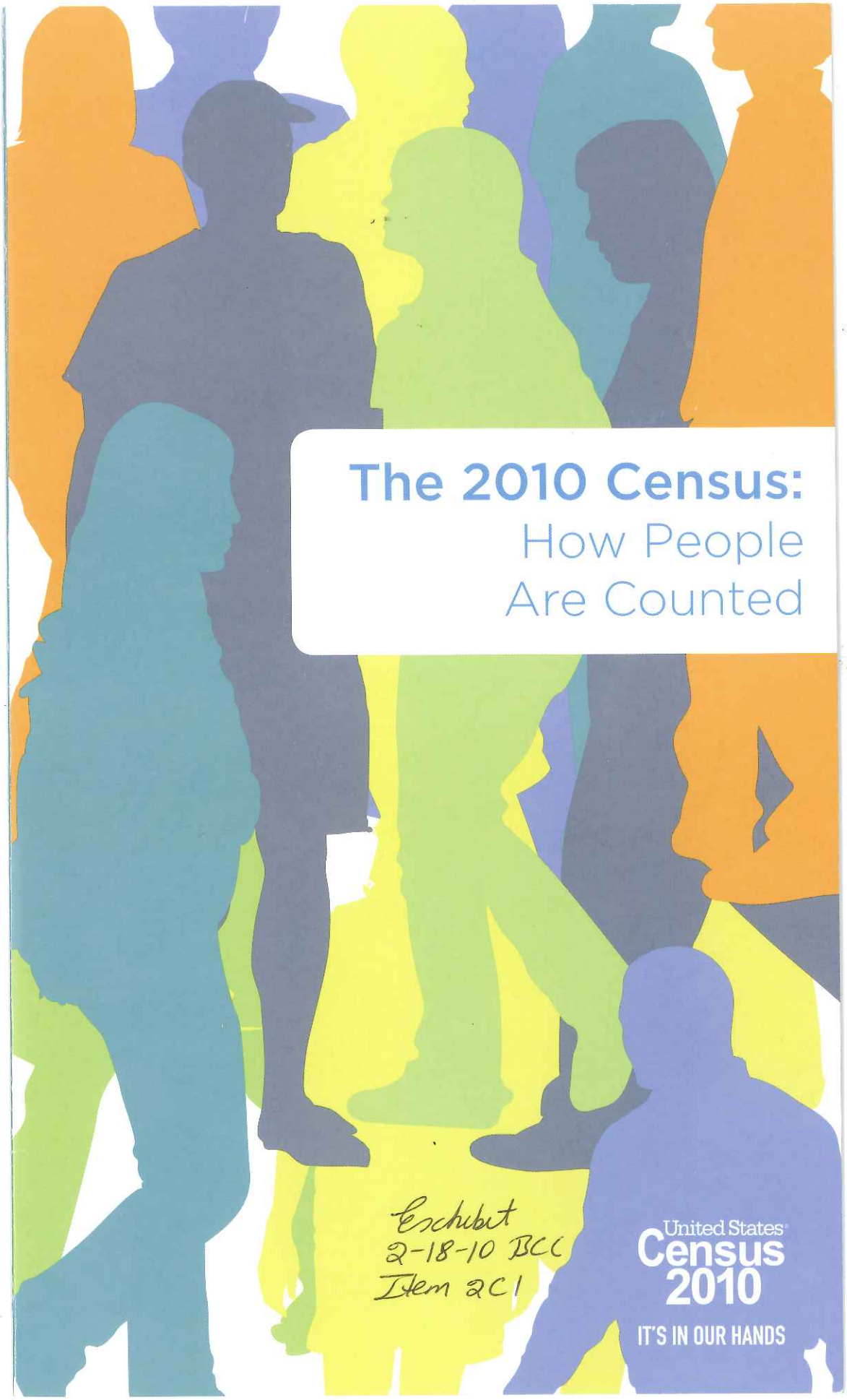
4. P. ¿Qué tipo de asistencia existe para ayudarle a llenar el cuestionario?

R. Las guías para ayudar a llenar el cuestionario del Censo del 2010 están disponibles en varios idiomas. Los Centros de Asistencia con el Cuestionario (QAC) también ayudarán a quienes no puedan leer o comprender el mismo. Hay cuestionarios con letras de mayor tamaño para quienes tengan impedimentos visuales y un programa de Dispositivos de Telecomunicación (TDD) para quienes tengan impedimentos auditivos. Comuníquese con el Centro Regional del Censo en su comunidad para más detalles sobre la ayuda disponible en español y para saber la localización de los Centros de Asistencia con el Cuestionario. El cuestionario del Censo del 2010 está disponible en español.

5. P. ¿Cómo cuenta la Oficina del Censo a las personas que no viven en residencias?

R. Los empleados de la Oficina del Censo se movilizan ampliamente para contar a las personas que viven en alojamientos de grupo como: viviendas universitarias, barracas militares, hogares para personas de edad avanzada y refugios, como también a quienes han sido desplazados por catástrofes naturales.

Para más información sobre el Censo del 2010, visite www.2010census.gov



The 2010 Census:
How People Are Counted

Exhibit
2-18-10 BCC
Item 2C1

United States Census 2010

IT'S IN OUR HANDS

5 key steps
to counting every person in the nation

How will the 2010 Census actually happen? Many operations, people and activities must come together to produce a successful census. Here are five key steps every U.S. resident should know:

1

Step 1: Census is underway. Census workers canvassed the country between April and July 2009 to update addresses and maps from the previous census. This process is important because buildings that existed in the last census may no longer be standing, or a community may have new construction that needs to be recorded.

2

Step 2: The form arrives. More than 130 million addresses throughout the nation will receive a census form in March 2010, either by mail or in person from a census worker. Households should complete and return their forms upon receipt.

3

Step 3: Census Day is April 1, 2010. Responses to the census form should include everyone living at your address. By law, the Census Bureau cannot share an individual's personal information with anyone, including other federal agencies and law enforcement entities.

4

Step 4: Follow-up because every person matters. Addresses that still have not responded are visited in person by a census worker beginning in late April through July. (Census workers can be identified by a census badge and bag.)

5

Step 5: The results are in! The Census Bureau will provide the 2010 apportionment counts to the President by Dec. 31, 2010, which include the total population counts and the number of representatives for each state.

Where should you be counted?

Most people should be counted in the residence in which they live or sleep most of the time. However, some individuals or groups have unique living situations. The Census Bureau residence rule helps make it clear where people should be counted. Common situations include:

Typical living situations

Living situation	Where they are counted
Live at their home and nowhere else	Their home
On vacation or a business trip	Their home where they live and sleep most of the time
Live no one place regularly OR Experiencing homelessness	The residence in which they are staying on Census Day

College students

Living situation	Where they are counted
Live with their parents while attending college in the United States	Parental home
Live away from the parental home while attending college in the United States	On-campus or off-campus housing
Attend college outside the United States	Not counted in the census

People in places where groups of people live

Living situation	Where they are counted
Places where groups of people live such as jails or prisons, group homes, domestic violence shelters, and emergency or transitional shelters for people experiencing homelessness	Group location

Foreign citizens in the United States

Living situation	Where they are counted
Citizens of foreign countries living in the United States	The residence where they live and sleep most of the time
Foreign citizens visiting the United States on a vacation or business trip	Not counted in the census

U.S. military personnel

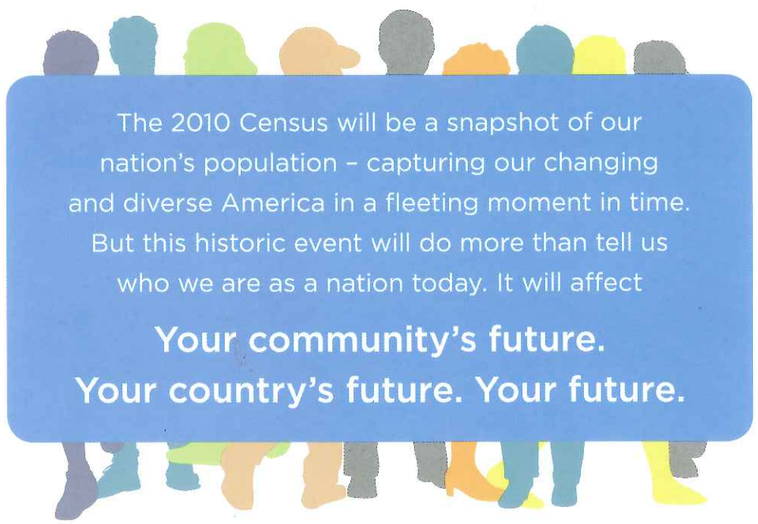
Living situation	Where they are counted
In barracks in the United States	The barracks
On base or off base in the United States, but not in the barracks	The residence where they live and sleep most of the time
In the military and living overseas	Counted using the military's records for home address

People on the move

Living situation	Where they are counted
Staying at more than one place (like a vacation home) or at a transitory location, such as recreational vehicle (RV) parks, campgrounds, marinas, racetracks, circuses or carnivals	In the residence in which they live and sleep most of the time In the residence in which they are staying on Census Day, if time is divided equally

Would life in your community be better if:

- **You** had access to new hospitals and senior centers or enhanced health care services for ill or aging family members?
- **Your** children could learn in new or improved schools or child-care centers?
- **Your** commute to work were safer and less congested thanks to better roads or expanded public transportation options?
- **Your** local emergency services providers had up-to-date maps to ensure faster response in a crisis?
- **Your** local markets could better deliver goods and services to your community?



The federal government distributes more than $400 billion annually to state, local and tribal governments based on census data. One of the shortest census forms in history, the 2010 Census form asks 10 questions and takes about 10 minutes to complete. Completing your census form is easy, important and safe. Your participation is vital.

By participating in the census, you can help create a better future for you and those important to you.

We move forward when you send it back.

Make a difference in your community and be counted in 2010. Complete and return your 2010 Census form.

To learn more, visit

2010census.gov

"By participating in the 2010 Census we will be providing a footprint to future generations that will help them understand the world that we live in today."

– Ancestry.com

Issued August 2009
Form D-3288

United States®
Census 2010

2010 Census Milestones

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2-18-10 BCC
Item 2C1

JAN '09 - APR '09	MAY '09 - JAN '10	FEB '10

JAN '09 - FEB '10

Complete Count Committees established and planning underway

JAN '09 - APR '10

Census in Schools (CIS) program activities underway, including establishment of partnerships with educators

WEEK OF MAR 30 - APR 4 '09

National Partner Briefing event held

Proactive national media relations activities underway, including monthly distribution of media pitches and

JAN '09 - APR '09

Early recruiting for address canvassing conducted
700,000 applicants needed

Peak recruiting for 2010 activities conducted
3.1 million applicants needed

APR '09 - JUL '09

Address canvassing conducted
Census workers systematically canvass all census blocks, updating address/map information.

Questionnaire assistance centers open
Walk-in centers available to help people—

NOV '09

2010 Census Web site launched

2010 Census Timeline Key:

- Operational milestones
- Recruitment activities
- Outreach and promotional activities

MAR '10 | APR '10

MAR '10 -JUL '10

Complete Count Committee activity implementation underway

MAR '10 - MAY '10

Response Rate Feedback Program (RRFP) underway, including posting rates on Internet and issuing news releases

MAR '09 - MAY '10

aunch of 2010 Census Online Newsroom

OCT '09 - APR '10

FEB '10 - APR '10

especially those with little or no English-speaking ability—complete census questionnaires.

MAR '10

United States Postal Service (USPS) delivers initial 2010 Census questionnaires

APR 1, 2010

Census Day recognized

Information provided on the 2010 Census questionnaire should represent the respective household as it exists on this day.

APR '10

USPS delivers 2010 Census replacement questionnaires

Many households that do not return their questionnaire will receive a replacement in early April.

MAR '10 - APR '10

Be Counted program implemented

Census questionnaires available at select public sites for individuals who did not receive one by mail.

APR '10 - MAY '10

Group quarters enumeration conducted

Counts people living or staying in places such as military barracks, colleg nursing facilities, group homes and correctional facilities.

Coverage follow-up conducted

Follow-up interviews conducted when clarification is needed to determine

MAR '10 - APR '10

Peak advertising occurs to boost public motivation and response

Non-Response Fol

Census workers vis personal interview.

APR

Advertising occurs to support Non-Response Follow-Up efforts

MAY '10 | JUN '10 | JUL '10 - DEC '10

AUG '10 - DEC '10

Partner recognition and thanks conducted by Census Bureau

DEC '10

Census Bureau delivers apportionment counts to president

Show state populations and number of seats apportioned to each state in the U.S. House of Representatives.

e residence halls, skilled

APR '10 - AUG '10

if changes should be made to respondents' household rosters as reported on initial census returns.

MAY '10 - JUL '10

ow-Up is conducted

t housing units that did not return a completed questionnaire by mail to conduct a

'10 - JUN '10

The 2010 Census will define who we are as a nation, affect political representation and direct the allocation of billions of dollars in government funding.

This timeline highlights key 2010 Census operational milestones, as well as important recruitment and outreach/promotional activities.

Use this at-a-glance reference to see what's happening now and in the months surrounding 2010 Census Day. This resource can help partners plan appropriate times to promote the 2010 Census to members or constituents.

2010 Census
2010census.gov

2010 Census Jobs
2010censusjobs.gov

Toll Free Jobs Line
866-861-2010

MEMORANDUM

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: February 18, 2010

FROM: Honorable Harvey Ruvin, Clerk
Circuit and County Courts

SUBJECT: Application for Class I Permit - Ernesto Cambo
Agenda Item 5B
February 18, 2010, BCC Agenda

Diane Collins

Diane Collins, Acting Division Chief
Clerk of the Board Division

In connection with Agenda Item 5B on the February 18, 2010, Board of County Commissioners agenda, the following person(s) have submitted correspondence in opposition to the request by Ernesto Cambo for a Class I Permit to reinforce and elevate an existing seawall and replace an existing marginal wood dock at 4255 Lake Road in Bay Point Community, Miami-Dade County, which is on file with the Clerk of the Board's office:

- Ben Solomon, Esq. on behalf of the Bay Point Property Owners Association, Inc.

DC:llc

cc: Honorable Carlos Alvarez, Miami-Dade County Mayor
George M. Burgess, County Manager
Robert A. Cuevas, County Attorney
Carlos Espinosa, Director, Department of Environmental Resources Management

Exhibit
2-18-10 BCC
Item 5B

ALG
ASSOCIATION LAW GROUP
ATTORNEYS AND COUNSELORS AT LAW
1666 KENNEDY CAUSEWAY, SUITE 305
NORTH BAY VILLAGE, FL 33141
MAILING ADDRESS: P.O. BOX 415848, MIAMI BEACH, FLORIDA 33141
TELEPHONE (305) 938-6922; FACSIMILE (305) 938-6914

CLERK OF THE BOARD
2010 FEB 17 AM 10: 34
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

February 15, 2010

VIA FEDEX

Ms. Diane Collins
Deputy Clerk of the County Commission
111 N.W. 1st Street, Stephen P. Clark Center
Suite 17-202
Miami, Florida 33128

Re February 18, 2010 Board of County Commissioners Agenda Item #5B; Application by Ernesto Cambo for a Class I Permit (the "Cambo Matter")

Dear Ms. Collins:

Enclosed herewith, please find certain facts and arguments relating to the Cambo Matter, which, as required by the notice of public hearing, have been prepared in triplicate. Please note that copies of the enclosed facts and arguments are simultaneously being submitted to the Miami-Dade County Department of Environmental Resources Management.

Should you have any questions, or should you require any additional information, please contact us. Thank you.

Respectfully,

Ben Solomon, Esq.

Exhibit
2-18-10 BCC
Item 5B

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CLERK OF THE BOARD
2010 FEB 17 AM 10: 34
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

To: The Board of County Commissioners, Miami-Dade, County; Deputy Clerk of the County Commission; and Miami-Dade Department of Environmental Resources Management

From: Bay Point Property Owners Association, Inc., a Florida not-for-profit corporation, established in 1962, which governs all 247 homes in the Bay Point Community.

Date: February 15, 2010

Re: February 18, 2010 Board of County Commissioners Agenda Item #5B; Application by Mr. Ernesto Cambo for a Class I Permit.

Mr. Ernesto Cambo is seeking a Class I Permit to reinforce and elevate the seawall of his home within the interior waterway that is privately owned by the Bay Point Property Owners Association, Inc. ("BPPOA"), which on its face seems like a more than reasonable request in order to protect his property from occasional flooding. However, both BPPOA and the majority of waterfront owners within the community in their individual capacities, pursuant to their rights under the recorded Restrictive Covenants running with the land that makes up the Bay Point community, have all objected to the issuance of the same because Mr. Cambo's proposed construction plan is different than every other homeowner's seawall in the community and, as such, has previously been denied by BPPOA. In particular, under the recorded Restrictive Covenants for the community, Mr. Cambo is required to obtain a majority vote of the waterfront owners in the community to approve his plan of construction prior to being able to apply for permits or begin any work. Such Restrictive Covenants have run with the land for almost 70 years and have a primary purpose of maintaining a plan of uniformity within the community, which common plan was agreed to and accepted by all owners, including Mr. Cambo, when they purchased their homes within the community. Please note that in addition to the previous vote by the majority of the waterfront owners denying Mr. Cambo's proposed plans, a majority of waterfront owners within the Bay Point community have recently circulated a petition which will show that a vast majority of such owners remain opposed Mr. Cambo's plans (we anticipate that a copy of such petition will be available at the hearing on February 18, 2010).

Although, BPPOA acknowledges that Mr. Cambo has legitimate issues relating to his seawall that require repair and agrees Mr. Cambo has the legal right to address the same, the fact remains that there are multiple other viable engineering and construction methods available to resolve Mr. Cambo's issues that would be acceptable to BPPOA and the majority of owners within the community (as required by the Restrictive Covenants), and which would preserve the

common plan and uniformity of the sea wall within the community. Nevertheless, throughout the several years in which this issue has existed, Mr. Cambo has consistently refused to consider such other viable options and is fighting to correct the problem his way only, when the same is clearly not permitted based on the vote of the rest of the waterfront owners and BPPOA. In fact, not only has Mr. Cambo refused to consider alternative options provided by BPPOA, but in bad faith, he brought an extremely costly lawsuit against the BPPOA and then voluntarily dismissed the same on the eve of trial, and also made allegedly false representations to the City of Miami Commission without notice to BPPOA. As such, Mr. Cambo is not being genuine when he claims that his property is at risk while inferring that there are no other viable solutions to address the problem other than the one he is proposing. As evidence of this, BPPOA recently met with Lee Hefty of DERM, and he and his team acknowledged to BPPOA that in fact there are other viable solutions to address Mr. Cambo's seawall problems including the ones BPPOA has been suggesting. This issue was previously deferred by the BCC in a vote of 12-1 last year, so that BPPOA and Mr. Cambo could meet and, in good faith, attempt to determine mutually agreeable solutions. Since such time, BPPOA has gone to great effort, time, and expense in proposing to Mr. Cambo three (3) viable alternatives to resolve his seawall issue that the Board of BPPOA would support, meeting with DERM, offering to vote again on the issue, and hiring lawyers, inspectors, engineers, etc. to all review the issue. Such alternative solutions include: (i) restoration of the embankment; (ii) constructing an elevated deck; and/or (iii) building tiered retaining walls. Enclosed is a letter from BPPOA to Mr. Cambo which provides further details on such alternative solutions and expressly provides Mr. Cambo with an additional opportunity to be heard on the issue by BPPOA and to have another vote taken by the owners regarding the same. However, Mr. Cambo has refused to discuss the issue directly with BPPOA or consider any alternative solutions (as requested by the BCC) and insists on instead continuing to purse permits for work that he knows has already been denied by BPPOA through a vote of the owners. Therefore, we do not believe that Mr. Cambo has complied with the intent and spirit of the BCC's instructions at last year's meeting to "reach a consensus regarding a seawall that would be acceptable to the majority of residents."

Although BPPOA acknowledges that it is well within the rights of the BCC to vote on the issue of whether to grant the permit to Mr. Cambo, we believe that such vote by the BCC would not be timely because Mr. Cambo has clearly failed to meet other legal prerequisites to be entitled to construct the same including, without limitation, City of Miami approval and permits, and the written approval of BPPOA through a vote of the waterfront owners. As such, we would request that the BCC either deny Mr. Cambo's permit or, in the alternative, consider a further deferment of the issue until Mr. Cambo has complied with the BCC's intent at last year's meeting on February 17, 2009, at which time a majority of the BCC instructed the parties to "develop a mutually agreeable solution."

Without limiting the foregoing request, in the event the BCC does wish to vote on the issue at the February 18, 2010 hearing, BPPOA would request that, at the very least, the last sentence of the proposed resolution be amended to add the following language "The issuance of this approval does not relieve the applicant from obtaining all applicable Federal, State, and local permits, <u>and complying with the Restrictive Covenants of the community</u>." Such additional language would assist BPPOA in memorializing Mr. Cambo's legal requirement to also comply with the Restrictive Covenants of the Bay Point community, which the BPPOA believes Mr. Cambo is attempting to circumvent by bringing the issue before the BCC prior to meeting the other legal prerequisites of obtaining City of Miami approval and BPPOA approval. We would further request to include such reservation language in the special conditions section of any permit that may be issued by the County, that the same "<u>is subject to the Restrictive Covenants of the community, which include the requirement to obtain community association approval</u>."

B/P BAY POINT PROPERTY OWNERS ASSOCIATION, INC.
405 Gate Lane / Miami, Florida 33137

April 23, 2009

Ernesto Cambo
4255 Lake Road
Miami, FL 33137

Dear Mr. Cambo:

Thank you for submitting your plans for a proposed dock and seawall cap replacement; and thank you for attending the Bay Point Board meeting on April 13, 2009. The Board was unable to approve the plans for these reasons: (1) the deck of the dock is higher than the association's regulations allow, and (2) the plans call for raising the seawall without a common plan agreed to by a majority (by frontage) of the interior waterway owners as required by paragraph 7 of our Restrictive Covenants.

With regard to the dock, the association's current regulations, which were promulgated pursuant to paragraph 5 of the Restrictive Covenants, call for a maximum deck height of 12 inches above the existing seawall cap. As discussed at the meeting, the seawall elevation varies by a few inches from the +3′ NGVD upon which the regulation was predicated, and therefore the Board will take up a motion to amend the regulation so that the maximum height of a dock's deck will be 12″ above the seawall cap or +4′ NGVD, whichever is higher. Written notice of the proposed amendment will be mailed to all Bay Point property owners in accordance with Bylaw 3.4.2(d), and a vote of the Board will be scheduled for its next meeting on May 11, 2009.

With regard to a common plan to heighten the seawall, a vote was conducted by the association of the inland waterway owners in 2005 at the request of a committee of which you were a member, and that plan was essentially the same as your current one. There were 59 parcels with an aggregate of 6,997.38′ of frontage on the interior waterways; therefore consent agreements representing 3499′ of frontage were required to pass the measure. Twenty-three owners initially returned affirmative consent agreements representing 2565′ of frontage, and of those, 11 consent agreements representing 1167′ of frontage were withdrawn by the property owners within the statutory 60-day initiative; which left 12 affirmative consent agreements representing 1398′ of frontage. The original documentation has been preserved in the association records and is available for your review.

Notwithstanding the outcome of the 2005 vote, and as expressed at the April Board meeting, it is not the intention of the Board to preclude another vote on your proposal for a common plan to raise the seawall, or any alternative design that you may wish to propose.

To conduct a written consent initiative the following rules apply:

(1) A Restrictive Covenant is a "governing document" of the association [720.301(8)(a), F.S.], and membership voting pursuant to a covenant is

conducted under the auspices of the association in accordance with guidelines set forth by statute;

(2) The association is subject to chapter 617 of the Florida Statutes [720.302(5), F.S.], subsection 617.0701(4) of which sets forth the methodology for a "written consent" initiative as required by covenant paragraph 7—i.e., a balloting period of 60-days with the right to withdraw consent agreements within that period.

(3) In addition, Bylaw 3.4.2(g) requires that prior notice be mailed to the property owners and that a meeting be held subject to that notice before a written consent initiative is undertaken.

The Board's only request before incurring the cost of another vote—in light of the fact that you filed suit against the association within weeks of the 2005 vote and you have applied for a county permit in violation of your deed restrictions—is that you agree to abide by the outcome of the vote.

If you decide not to pursue another vote, then we encourage you to consider alternative methods of improving your waterfront without violating your deed restrictions.

RESTORATION OF EMBANKMENT: The seawall on interior waterway lots in Bay Point was designed by the developer with an abutting embankment to absorb extreme tides to an elevation of +8'NGVD. The original embankment at your lot was excavated back from the seawall a minimum of four feet along the entire length of your seawall. The concrete slabs which replaced the excavated portion of the embankment are defective and do not drain properly, even after light rain, and most of the excavation left the remaining embankment greatly steepened without the benefit of a retaining wall, a condition which accelerates the velocity of runoff and has caused erosion, especially at the base of your stairs. You have indicated that your waterfront is subject to tidal flooding at extreme spring tides on approximately 15 days per year. If each semidiurnal episode is one hour in duration—most actually being less—then the seawall is topped a third of one percent of the time in a year. The original embankment easily absorbs such rare tidal episodes, and there is no discernable erosion of the embankment where it has been left unaltered on waterway lots. The removal of the defective concrete slab and the restoration of the original embankment, at least on a portion of your waterfront, would solve the problem at your property and would enhance its beauty. Even on the occasions of those spring tides, the permissible deck height of a dock is well above the highest tide and it is expressly permitted to extend inland over the seawall.

ELEVATED DECK: A portion of your excavated waterfront is a boat landing backed by a retaining wall which appears to be in sound condition, and it effectively prevents runoff and erosion. The concrete slab which abuts the retaining wall also appears to be in sound condition, although it is not sloped properly to provide drainage after rainfall. This problem may be remedied by the application of a leveling compound or resurfacing mix, or the installation of drainage channels, or both. With proper drainage underneath, an elevated deck fabricated of pressure treated wood, composite boards, or fiberglass grating may be installed on the slab; it could adjoin the deck of the dock, in which case it would be well above even the highest of spring tides.

If you do not wish to restore the embankment to its original configuration on that portion of your waterfront that is not protected by a retaining wall, then we suggest that a retaining wall be installed at the base of the existing embankment, were it meets the existing slab, to prevent further erosion from runoff. If the

defective slab is removed, it can be replaced with a bed of gravel for drainage, and an elevated deck installed on top. This system is inexpensive and works well elsewhere in Bay Point.

TIERED RETAINING WALLS: A series of retaining walls can be used to raise the elevation of your waterfront in steps. Paragraph 9 of the Restrictive Covenants prohibits walls of any height within fourteen feet of the interior waters, and a wall is defined as any structure that obstructs the view or interferes with the passage of light and air. Retaining walls which are not above the grade of the original embankment are not considered "walls" in this context; provided, however, that the slope of the tiered retaining walls, determined by a line drawn to connect the leading edges from the highest elevation to the lowest, approximates the pitch of the original embankment, to the end that the side returns do not constitute above grade walls facing a neighboring property.

Although your seawall appears to be sound, it is important to point out that there are several options to securing a replacement cap on the inland side of the seawall panels, rather than exposed batter piles extending into the waterway as shown on your plans. These options include pin piles, aluminum or vinyl sheathing, Ram Jack anchoring system, batter piles placed on the inland side, or traditional dead-man anchors and tiebacks. By securing the seawall cap on the inland side of the panels the uniform configuration of the seawall will be preserved as intended by our deed restrictions. The association does not dictate which option should be used, but the plans must be approved by the Board in accordance with the association's published seawall guidelines.

In closing, the elevation of your current seawall is more than a foot above the mean high water level of 1.6' NGVD, and the authorized deck elevation under the Bay Point dock regulations is another foot above that. The extreme spring tides which rise above the current seawall are infrequent, occurring no more than 15 hours per year, are easily absorbed by the original embankment as it was designed to do, and they are well below the regulation deck height. In the debate that ensued pursuant to the 2005 vote initiative, the majority of interior waterway owners agreed that raising the seawall to +5' NGVD with exposed batter piles on interior waterways which are well protected from Biscayne Bay was uncalled for and would spoil the historic beauty of the neighborhood. The flooding of your waterfront is due to the excavation of the original embankment, and does not therefore warrant raising the seawall. Notwithstanding those arguments and the outcome of the 2005 initiative, the board is willing to facilitate another vote on your current proposal, or an alternative proposal, if you agree to abide by the outcome, as you are legally obligated to do under your deed restrictions. Otherwise, the board urges you to devise an alternative plan to improve your waterfront within the current restrictions.

Please feel free to call on us, as we are willing to work with you on any solution that does not violate our Restrictive Covenants.

Yours very truly,

Brent Pickard, Secretary
Bay Point Property Owners Association, Inc.

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To: The Board of County Commissioners, Miami-Dade, County; Deputy Clerk of the County Commission; and Miami-Dade Department of Environmental Resources Management

From: Bay Point Property Owners Association, Inc., a Florida not-for-profit corporation, established in 1962, which governs all 247 homes in the Bay Point Community.

Date: February 15, 2010

Re: February 18, 2010 Board of County Commissioners Agenda Item #5B; Application by Mr. Ernesto Cambo for a Class I Permit.

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Although, BPPOA acknowledges that Mr. Cambo has legitimate issues relating to his seawall that require repair and agrees Mr. Cambo has the legal right to address the same, the fact remains that there are multiple other viable engineering and construction methods available to resolve Mr. Cambo's issues that would be acceptable to BPPOA and the majority of owners within the community (as required by the Restrictive Covenants), and which would preserve the

common plan and uniformity of the sea wall within the community. Nevertheless, throughout the several years in which this issue has existed, Mr. Cambo has consistently refused to consider such other viable options and is fighting to correct the problem his way only, when the same is clearly not permitted based on the vote of the rest of the waterfront owners and BPPOA. In fact, not only has Mr. Cambo refused to consider alternative options provided by BPPOA, but in bad faith, he brought an extremely costly lawsuit against the BPPOA and then voluntarily dismissed the same on the eve of trial, and also made allegedly false representations to the City of Miami Commission without notice to BPPOA. As such, Mr. Cambo is not being genuine when he claims that his property is at risk while inferring that there are no other viable solutions to address the problem other than the one he is proposing. As evidence of this, BPPOA recently met with Lee Hefty of DERM, and he and his team acknowledged to BPPOA that in fact there are other viable solutions to address Mr. Cambo's seawall problems including the ones BPPOA has been suggesting. This issue was previously deferred by the BCC in a vote of 12-1 last year, so that BPPOA and Mr. Cambo could meet and, in good faith, attempt to determine mutually agreeable solutions. Since such time, BPPOA has gone to great effort, time, and expense in proposing to Mr. Cambo three (3) viable alternatives to resolve his seawall issue that the Board of BPPOA would support, meeting with DERM, offering to vote again on the issue, and hiring lawyers, inspectors, engineers, etc. to all review the issue. Such alternative solutions include: (i) restoration of the embankment; (ii) constructing an elevated deck; and/or (iii) building tiered retaining walls. Enclosed is a letter from BPPOA to Mr. Cambo which provides further details on such alternative solutions and expressly provides Mr. Cambo with an additional opportunity to be heard on the issue by BPPOA and to have another vote taken by the owners regarding the same. However, Mr. Cambo has refused to discuss the issue directly with BPPOA or consider any alternative solutions (as requested by the BCC) and insists on instead continuing to purse permits for work that he knows has already been denied by BPPOA through a vote of the owners. Therefore, we do not believe that Mr. Cambo has complied with the intent and spirit of the BCC's instructions at last year's meeting to "reach a consensus regarding a seawall that would be acceptable to the majority of residents."

Although BPPOA acknowledges that it is well within the rights of the BCC to vote on the issue of whether to grant the permit to Mr. Cambo, we believe that such vote by the BCC would not be timely because Mr. Cambo has clearly failed to meet other legal prerequisites to be entitled to construct the same including, without limitation, City of Miami approval and permits, and the written approval of BPPOA through a vote of the waterfront owners. As such, we would request that the BCC either deny Mr. Cambo's permit or, in the alternative, consider a further deferment of the issue until Mr. Cambo has complied with the BCC's intent at last year's meeting on February 17, 2009, at which time a majority of the BCC instructed the parties to "develop a mutually agreeable solution."

Without limiting the foregoing request, in the event the BCC does wish to vote on the issue at the February 18, 2010 hearing, BPPOA would request that, at the very least, the last sentence of the proposed resolution be amended to add the following language "The issuance of this approval does not relieve the applicant from obtaining all applicable Federal, State, and local permits, <u>and complying with the Restrictive Covenants of the community</u>." Such additional language would assist BPPOA in memorializing Mr. Cambo's legal requirement to also comply with the Restrictive Covenants of the Bay Point community, which the BPPOA believes Mr. Cambo is attempting to circumvent by bringing the issue before the BCC prior to meeting the other legal prerequisites of obtaining City of Miami approval and BPPOA approval. We would further request to include such reservation language in the special conditions section of any permit that may be issued by the County, that the same "<u>is subject to the Restrictive Covenants of the community, which include the requirement to obtain community association approval</u>."

B/P BAY POINT PROPERTY OWNERS ASSOCIATION, INC.
405 Gate Lane / Miami, Florida 33137

April 23, 2009

Ernesto Cambo
4255 Lake Road
Miami, FL 33137

Dear Mr. Cambo:

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With regard to the dock, the association's current regulations, which were promulgated pursuant to paragraph 5 of the Restrictive Covenants, call for a maximum deck height of 12 inches above the existing seawall cap. As discussed at the meeting, the seawall elevation varies by a few inches from the +3′ NGVD upon which the regulation was predicated, and therefore the Board will take up a motion to amend the regulation so that the maximum height of a dock's deck will be 12″ above the seawall cap or +4′ NGVD, whichever is higher. Written notice of the proposed amendment will be mailed to all Bay Point property owners in accordance with Bylaw 3.4.2(d), and a vote of the Board will be scheduled for its next meeting on May 11, 2009.

With regard to a common plan to heighten the seawall, a vote was conducted by the association of the inland waterway owners in 2005 at the request of a committee of which you were a member, and that plan was essentially the same as your current one. There were 59 parcels with an aggregate of 6,997.38′ of frontage on the interior waterways; therefore consent agreements representing 3499′ of frontage were required to pass the measure. Twenty-three owners initially returned affirmative consent agreements representing 2565′ of frontage, and of those, 11 consent agreements representing 1167′ of frontage were withdrawn by the property owners within the statutory 60-day initiative; which left 12 affirmative consent agreements representing 1398′ of frontage. The original documentation has been preserved in the association records and is available for your review.

Notwithstanding the outcome of the 2005 vote, and as expressed at the April Board meeting, it is not the intention of the Board to preclude another vote on your proposal for a common plan to raise the seawall, or any alternative design that you may wish to propose.

To conduct a written consent initiative the following rules apply:

(1) A Restrictive Covenant is a "governing document" of the association [720.301(8)(a), F.S.], and membership voting pursuant to a covenant is

conducted under the auspices of the association in accordance with guidelines set forth by statute;

(2) The association is subject to chapter 617 of the Florida Statutes [720.302(5), F.S.], subsection 617.0701(4) of which sets forth the methodology for a "written consent" initiative as required by covenant paragraph 7—i.e., a balloting period of 60-days with the right to withdraw consent agreements within that period.

(3) In addition, Bylaw 3.4.2(g) requires that prior notice be mailed to the property owners and that a meeting be held subject to that notice before a written consent initiative is undertaken.

The Board's only request before incurring the cost of another vote—in light of the fact that you filed suit against the association within weeks of the 2005 vote and you have applied for a county permit in violation of your deed restrictions—is that you agree to abide by the outcome of the vote.

If you decide not to pursue another vote, then we encourage you to consider alternative methods of improving your waterfront without violating your deed restrictions.

RESTORATION OF EMBANKMENT: The seawall on interior waterway lots in Bay Point was designed by the developer with an abutting embankment to absorb extreme tides to an elevation of +8'NGVD. The original embankment at your lot was excavated back from the seawall a minimum of four feet along the entire length of your seawall. The concrete slabs which replaced the excavated portion of the embankment are defective and do not drain properly, even after light rain, and most of the excavation left the remaining embankment greatly steepened without the benefit of a retaining wall, a condition which accelerates the velocity of runoff and has caused erosion, especially at the base of your stairs. You have indicated that your waterfront is subject to tidal flooding at extreme spring tides on approximately 15 days per year. If each semidiurnal episode is one hour in duration—most actually being less—then the seawall is topped a third of one percent of the time in a year. The original embankment easily absorbs such rare tidal episodes, and there is no discernable erosion of the embankment where it has been left unaltered on waterway lots. The removal of the defective concrete slab and the restoration of the original embankment, at least on a portion of your waterfront, would solve the problem at your property and would enhance its beauty. Even on the occasions of those spring tides, the permissible deck height of a dock is well above the highest tide and it is expressly permitted to extend inland over the seawall.

ELEVATED DECK: A portion of your excavated waterfront is a boat landing backed by a retaining wall which appears to be in sound condition, and it effectively prevents runoff and erosion. The concrete slab which abuts the retaining wall also appears to be in sound condition, although it is not sloped properly to provide drainage after rainfall. This problem may be remedied by the application of a leveling compound or resurfacing mix, or the installation of drainage channels, or both. With proper drainage underneath, an elevated deck fabricated of pressure treated wood, composite boards, or fiberglass grating may be installed on the slab; it could adjoin the deck of the dock, in which case it would be well above even the highest of spring tides.

If you do not wish to restore the embankment to its original configuration on that portion of your waterfront that is not protected by a retaining wall, then we suggest that a retaining wall be installed at the base of the existing embankment, were it meets the existing slab, to prevent further erosion from runoff. If the

defective slab is removed, it can be replaced with a bed of gravel for drainage, and an elevated deck installed on top. This system is inexpensive and works well elsewhere in Bay Point.

TIERED RETAINING WALLS: A series of retaining walls can be used to raise the elevation of your waterfront in steps. Paragraph 9 of the Restrictive Covenants prohibits walls of any height within fourteen feet of the interior waters, and a wall is defined as any structure that obstructs the view or interferes with the passage of light and air. Retaining walls which are not above the grade of the original embankment are not considered "walls" in this context; provided, however, that the slope of the tiered retaining walls, determined by a line drawn to connect the leading edges from the highest elevation to the lowest, approximates the pitch of the original embankment, to the end that the side returns do not constitute above grade walls facing a neighboring property.

Although your seawall appears to be sound, it is important to point out that there are several options to securing a replacement cap on the inland side of the seawall panels, rather than exposed batter piles extending into the waterway as shown on your plans. These options include pin piles, aluminum or vinyl sheathing, Ram Jack anchoring system, batter piles placed on the inland side, or traditional dead-man anchors and tiebacks. By securing the seawall cap on the inland side of the panels the uniform configuration of the seawall will be preserved as intended by our deed restrictions. The association does not dictate which option should be used, but the plans must be approved by the Board in accordance with the association's published seawall guidelines.

In closing, the elevation of your current seawall is more than a foot above the mean high water level of 1.6' NGVD, and the authorized deck elevation under the Bay Point dock regulations is another foot above that. The extreme spring tides which rise above the current seawall are infrequent, occurring no more than 15 hours per year, are easily absorbed by the original embankment as it was designed to do, and they are well below the regulation deck height. In the debate that ensued pursuant to the 2005 vote initiative, the majority of interior waterway owners agreed that raising the seawall to +5' NGVD with exposed batter piles on interior waterways which are well protected from Biscayne Bay was uncalled for and would spoil the historic beauty of the neighborhood. The flooding of your waterfront is due to the excavation of the original embankment, and does not therefore warrant raising the seawall. Notwithstanding those arguments and the outcome of the 2005 initiative, the board is willing to facilitate another vote on your current proposal, or an alternative proposal, if you agree to abide by the outcome, as you are legally obligated to do under your deed restrictions. Otherwise, the board urges you to devise an alternative plan to improve your waterfront within the current restrictions.

Please feel free to call on us, as we are willing to work with you on any solution that does not violate our Restrictive Covenants.

Yours very truly,

Brent Pickard, Secretary
Bay Point Property Owners Association, Inc.

MEMORANDUM

TO: Peter Tell, Assistant County Attorney
Circuit and County Courts

DATE: March 25, 2010

FROM: Diane Collins, Acting Division Chief
Clerk of the Board Division
Diane Collins

SUBJECT: Resolution Denying an Application by Ernesto Cambo for a Class I Permit
Agenda Item 5B, February 18, 2010

Attached please find a copy of Resolution No. R-324-10, adopted by the the Board of County Commissioners at its meeting of February 18, 2010, in connection with Agenda Item 5B, a resolution relating to an application by Ernesto Cambo for a Class I Permit.

This resolution was filed in the official records of the Clerk of the Board Division on Thursday, March 25, 2010.

Attachment

Exhibit
Regular - 2/18/10
Item 5B

MIGUEL DE GRANDY P.A.

ATTORNEYS AT LAW

February 16, 2010

The Honorable
Chairman Dennis Moss
Stephen P. Clark Center - Suite 320
111 N.W. 1st Street
Miami, Florida 33128

CLERK OF THE BOARD
2010 FEB 17 AM 9:12
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.

Re: Unfounded and False Allegation Regarding Liquidated Damages - Agenda Item No. 8(O)(1)(D)

Dear Chairman Moss:

As you know, I represent Advanced Transportation Solutions, Inc. (ATS) in matters pertaining to the County's STS Program. The purpose of this letter is to document yet another in a series of unfounded allegations by County staff intended to disadvantage ATS in the upcoming procurement for a successor contract to provide Paratransit Service. By now, ATS' numerous letters, quoting from the County's own public records, and providing factual and verifiable information, has clearly demonstrated that Miami-Dade Transit (MDT) has failed to provide the governing body of this County with crucial and accurate information regarding the recent events in the STS Paratransit System, and has disseminated innuendo and misleading information.

Therefore, by way of this correspondence, we also respectfully urge you to request that either the Inspector General's Office (which, according to public records, has been excluded by MDT from the investigative process) or another independent third party objectively review the evidence and provide you with an independent report that will verify ATS' complaints in this matter.

The subject of the instant correspondence is a statement contained in Agenda Item No. 8(O)(1)(D) under the Section "Performance/Compliance Data". In this Section, the staff Memorandum incorrectly states that "over one million dollars are due to the County in liquidated damages related to the performance of the contractor".

Attached to this letter is voluminous correspondence which demonstrates that the allegation is unfounded, and that ATS has never had an opportunity, **as required by the explicit terms of the Contract,** to contest this allegation and prove that it is frivolous. The chronology of events demonstrates that this blatant denial of Due Process seems to be calculated, and carefully timed, so that this issue remains unresolved during the pendency of the new procurement process. By doing so, MDT can claim during the pendency of a procurement process, that ATS "owes" the County one million dollars.

Exhibit
2-18-10 BCC; Item 8O1D

Douglas Entrance
800 Douglas Road, Suite 850, Coral Gables, Florida 33134 P. 305.444.7737 F. 305.443.2616

The highlights of this issue are of follows:

- In December of 2007, MDT sent correspondence to ATS expressing an intent to impose liquidated damages for the 7,505 potentially fraudulent trips **that ATS discovered,** and for which ATS fully reimbursed the County.

- On January 29, 2008, after several Public Records Requests pursuant to Florida Statute 119, undersigned counsel sent correspondence to MDT documenting that said intent to impose liquidated damages without providing an opportunity (as required by the contract) to contest the charges, would violate the terms of the Agreement. Moreover, ATS demonstrated that both the contract and Florida Law would prohibit imposition of liquidated damages.

- **Simply stated, liquidated damages are supposed to be compensatory in nature. Since ATS fully compensated Miami-Dade County for the loss, both the Contract and Florida Law would not allow the imposition of liquidated damages.** (See Tab 4)

- Our review of public records at that time indicated an ulterior motive for imposition of liquidated damages. Indeed, we discovered an e-mail by an MDT employee urging the imposition of liquidated damages in order to utilize such funds for a "revenue/expenditure gap" created by the expiration of a grant that funded several members of staff for an unrelated function. (See Tab 4, at Page 6).

- Since January of 2008, MDT took no further action on this threat to impose liquidate damages, since it well knew that based on the Contract, Florida Law, and the fact that MDT has been fully reimbursed, said unlawful imposition of liquidated damages would never be affirmed in a court of law.

- Two years after it abandoned its claim to seek liquidated damages, on December 9, 2009, MDT again sent correspondence to ATS expressing an intent to impose liquidated damages on these same trips.

- **The evidence shows the timing of this new correspondence is highly suspect. Indeed, the chronology of events demonstrates that on or about December 2, 2009, the RFP for a new contract was issued. Only seven (7) days later, ATS received this renewed unlawful request for liquidated damages.**

- Even more egregious, the more recent unlawful demand for liquidated damages consisted of a one-page letter, <u>with no listing of the trips</u> for which the imposition of liquidated damages was sought. This is a basic violation of Due Process.

- For close to two (2) months, ATS has been requesting that MDT produce a list of trips for which it is demanding to impose liquidated damages. MDT has failed to do so. We have documented those requests in writing to MDT, and also through requests to Assistant County Attorney Bruce Libhaber. Frankly, ATS does not believe such a list even exists, because if it did, it would have been produced by now.

ATS regrets having to consistently inundate the Board with volumes of documents, but it has no other choice but to counter the unprecedented and unlawful actions of MDT – which are intentionally designed to disadvantage ATS in the upcoming procurement process – with factual and verifiable documentation and information.

Again, ATS respectfully requests that as the governing body of Miami-Dade County, you solicit an independent party, like the Office of Inspector General, to investigate the unlawful practices and tactics of MDT in regard to this issue. We would also welcome having the Inspector General's Office review and verify each letter that ATS has sent you, including my comments at the Transit Committee of February 10, 2010, and report to you whether the information contained therein accurately reflects the facts as set forth in an MDPD sworn Affidavit, and the County's own public records.

Respectfully submitted,

Miguel De Grandy

cc: The Honorable Members of the Board of County Commission
Christopher Mazzella, Inspector General
Clerk of the Board

ATS – County's STS System

Index of Documentation Concerning Liquidated Damages Issue

Tab 1: December 18, 2007 Letter from MDT to ATS expressing intent to impose Liquidated Damages against ATS.

Tab 2: December 19, 2007 Public Records Request from Miguel De Grandy, P.A. on behalf of ATS to MDT seeking all back-up and supporting public records related to the Department's intent to impose Liquidated Damages against ATS. (Note: Section 21.4 of the Contract provides the opportunity to "review and discuss all proposed liquidated damages with the County, prior to final assessment of liquidated damages"; thus, prior to coordinating said meeting opportunity, ATS sought to review the documentation which purportedly substantiated MDT's intent to impose Liquidated Damages.)

Tab 3: January 14, 2008 Letter from Miguel De Grandy, P.A. on behalf of ATS to MDT concerning the outstanding Public Records Request.

Tab 4: January 29, 2008 Letter from Miguel De Grandy, P.A. on behalf of ATS to MDT requesting a meeting pursuant to Section 21.4 of the Contract to review and discuss proposed liquidated damages and appeal the announced intention of MDT to assess Liquidated Damages against ATS.

Tab 5: December 9, 2009 Letter from MDT to ATS expressing intent to impose Liquidated Damages against ATS. (Note: This issue laid dormant for 2 years, since MDT failed to previously provide the back-up and supporting public records related to it's intent to impose Liquidated Damages against ATS; thus, the meeting contemplated in Section 21.4 of the Contract to review and discuss the issue prior to imposition of the Liquidated Damages had therefore not been scheduled.)

Tab 6: December 18, 2009 Public Record Request from Miguel De Grandy, P.A. on behalf of ATS to MDT again seeking all back-up and supporting public records related to the Department's intent to impose Liquidated Damages against ATS. (Note: As stated in Tab 2 above, Section 21.4 of the Contract provides the opportunity to "review and discuss all proposed liquidated damages with the County, prior to final assessment of liquidated damages"; thus, prior to coordinating said meeting opportunity, ATS again sought to review the documentation which purportedly substantiated MDT's intent to impose Liquidated Damages.)

Tab 7: December 23, 2009 Letter from Miguel De Grandy, P.A. on behalf of ATS to MDT again requesting a meeting pursuant to Section 21.4 of the Contract to

review and discuss proposed liquidated damages and appeal the announced intention of MDT to assess Liquidated Damages against ATS.

Tab 8: January 5, 2010 Letter from MDT to Miguel De Grandy, P.A. on behalf of ATS which simply provided a draft, unsigned, undated, and incomplete Audit without any supporting documentation, itemization of alleged fraudulent trips, or methodology for assessment. In this letter, notwithstanding MDT's continued failure to provide supporting documentation, the Department seeks to schedule a meeting to discuss Liquidated Damages. (Note: As of this date, several <u>different</u> versions of the draft Audit have been provided, all without supporting documentation, and each version with different content from the prior versions; yet, to date, the Audit has not even been finalized.)

Tab 9: January 19, 2010 Letter from Miguel De Grandy, P.A. on behalf of ATS to MDT again requesting that all supporting documentation, including an itemization of alleged fraudulent trips and/or methodology for assessment be provided so that ATS may be afforded adequate notice and a meaningful opportunity to be heard on the issue of Liquidated Damages.

Tab 10: January 20, 2010 E-mail from Miguel De Grandy, P.A. on behalf of ATS to Assistant County Attorney Bruce Libhaber (counsel for MDT) regarding the scheduling of a meeting pursuant to Section 21.4 of the Contract, a telephone call received by MDT in connection thereto, and MDT's continued failure to provide documentation requested pursuant to Florida Statute Chapter 119.

Tab 11: February 12, 2010 E-mail from Miguel De Grandy, P.A. on behalf of ATS to Assistant County Attorney Bruce Libhaber (counsel for MDT) confirming a discussion between both counsel wherein Mr. Libhaber advised that he would be meeting with MDT staff to obtain the information previously requested by ATS. This e-mail also confirms Mr. Libhaber's representation that in the event that MDT does not have an actual list of these 11,806 trips alleged to be fraudulent (the purported basis of the intent to impose Liquidated Damages), but is merely making an extrapolation or "guesstimate", MDT would so state in writing, with an explanation of the theory of how this figure was arrived at. Finally, this e-mail confirms that the both counsel agree that the meeting (contemplated in Section 21.4 of the Contract) would not be scheduled until after ATS has had the opportunity to review the outstanding information and documentation previously requested from MDT.

Miami-Dade Transit
Paratransit Operations
Overtown Transit Village
701 NW 1 Court, Suite 1100
Miami, Florida 33136-3912
Telephone 305-630-5333
Fax 786-469-5509

miamidade.gov

MIAMI-DADE COUNTY

ADA Coordination
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Aviation
Building
Building Code Compliance
Business Development
Capital Improvements Construction Coordination
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
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Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Assessment Center
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraiser
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

December 18, 2007

Mr. David Naiditch,
General Manager
Advanced Transportation Solutions
815 NW 57 Ave., Suite 130
Miami, FL 33126

RE: **Liquidated Damages Related to Fraudulent Trips**

Dear Mr. Naiditch:

In August, 2007 ATS advised Miami Dade Transit that it had uncovered a case of ongoing fraudulent trips booked by an ATS supervisor and distributed to several drivers. ATS dismissed the employee and had the drivers removed. The ATS investigation yielded a total of 7,505 trips tendered for payment to the County since 2004.

I call your attention to clause 21.1.9 (b) of the current STS contract which states:

> "The CONTRCATOR will be assessed liquidated damages in the amount of $72.72 per one-way trip as documented on the Driver's Manifest or trip ticket submitted to the COUNTY for payment and subsequently proven to be invalid (trip did not occur or the customer's signature was falsified). In addition, the COUNTY will request immediate removal of the offending Service Provider or Chauffeur from any future provision of services under this Contract. The Service Provider must implement a process to prevent repeated offenses."

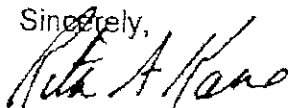
In keeping with the above referenced clause, this letter serves to advise ATS that Miami-Dade Transit will assess the sum of $545,909.04 as liquidated damages for the fraudulent billing of 7,505 trips. In deference to the fact that ATS has already made prompt and full restitution for the $232, 871.92 actual amount fraudulently billed to the County, and being aware the amount for liquidated damages has the potential to deal a crippling blow to your operation, we are allowing partial assessments of this amount over the period of twelve (12) weeks. Beginning with the

payment to be issued to ATS week of January 4, 2008, the sum of $45,492.42 will be deducted from each check until the total amount has been paid.

Additionally, an effective corrective action plan still needs to be implemented to avoid any further recurrence.

As usual, I am available for your questions or comments.

Sincerely,



RITA A. KANE
Section Chief

Cc: Harpal Kapoor
Hugh Chen
Myra Bustamante
Ruby Hemingway-Adams
Synthia Parchment

MIGUEL DE GRANDY P.A.

ATTORNEYS AT LAW

December 19, 2007

Harpal S. Kapoor, Director
Miami-Dade Transit
Overtown Transit Village
701 NW 1st Court, 17th, Floor
Miami, FL

Re: Public Records Request Concerning Liquidated Damages Related to Alleged Fraudulent Trips in Connection to ATS' Contract # TR04-TSB

Dear Mr. Kapoor:

Pursuant to the Florida Public Records Act, Chapter 119, Florida Statutes, please accept this letter as a Public Records Request. I respectfully request that, consistent with State law, you promptly produce, and make available for inspection, the following public records:

1. True and correct copy(ies) of any and all public records related to MDT's determination to assess liquidated damages to ATS in related to alleged fraudulent trips in connection to ATS' Contract # TR04-TSB since August 2007 to the present.

2. True and correct copy(ies) of any and all public records related to potential contract extension(s) of Contract # TR04-TSB since August 2007 to the present.

3. True and correct copy(ies) of any and all public records that evidence any and all communications by and between County staff and/or others concerning ATS' performance under Contract # TR04-TSB, including but not limited to issues related to alleged fraudulent trips, self-reporting of by ATS, and contract extension(s) since August 2007 to the present.

Please note that the definition for public records in Florida, as defined in Florida Statutes 119.011 (11) includes all documents, papers, letters, e-mails, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

Please be so kind to contact Mr. Nick Mazorra to coordinate on or after January 2, 2008 to coordinate the inspection of the public records sought. Of course, pursuant to Section 119.07

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800 Douglas Road, Suite 850, Coral Gables, Florida 33134 P. 305.444.7737 F. 305.443.2616

(1) (a) of the Florida Statues, we will gladly pay for the costs of duplication of the public records that we identify for copying.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to contact me at (305) 444-7737.

Sincerely yours,

Miguel De Grandy

MIGUEL DE GRANDY P.A.

ATTORNEYS AT LAW

January 14, 2008

Bruce Libhaber, Esq.
Assistant County Attorney
Office of the County Attorney
111 Northwest First Street, Suite 2810
Miami, Florida 33128

Sent Via Facsimile
(305) 375-5611

Re: Contract # TR04-TSB – Outstanding Public Records Request

Dear Mr. Libhaber:

This correspondence is in response to your January 9, 2008 letter wherein you address our Public Records Request of December 19, 2007. For the reasons set forth below, we respectfully cannot accept Miami-Dade County's (County) position, and respectfully note that the County's failure to tender all public records requested is a clear violation of Florida Statute 119, The Public Records Act. We respectfully request that the County provide these public records no later that January 17, 2008 to avoid liability for attorney fees in this matter.

Specifically, the unequivocal language of the Statute, as well as Florida case caw interpreting same, makes it clear that once a document becomes a "public record", it may not be withdrawn from the public arena. Moreover, the particular provision of the Florida Statutes that you cite, does not exempt the production of the public records we seek; instead, it merely protects production of any records that would evidence a criminal justice agency's request to review said records. Interestingly, in your letter, you also state that the reason the County is withholding production of the records is because of a request by the Miami-Dade Police Department (MDPD) to review these documents. Therefore, to the extent that this provision would even be applicable, it has now been waived.

Background

For several years now, following a competitive procurement which resulted in the award of Contract # TR04-TSB, Advanced Transportation Solutions, LLC (ATS) has been providing para-transit services under the County's Special Transportation Services (STS) Program for area residents. As the record reflects, several months ago, in carrying out the management of this Contract, ATS discovered some fraudulent activities from three (3) rogue employees. Upon discovery of these improper activities, ATS management immediately conducted an internal investigation, documented relevant evidence, obtained signed confessions, terminated the employees, reported the facts to Miami-Dade County, and voluntarily provided full restitution. Additionally, ATS instituted internal safeguards and other protocols to insure that employees could not engage in future mischievous activities.

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800 Douglas Road, Suite 850, Coral Gables, Florida 33134 P. 305.444.7737 F. 305.443.2616

After having obtained full restitution of $214,104.42 from ATS related to these questioned trips, on December 18, 2007, Ms. Rita Kane of Miami Dade Transit (MDT) sent a letter to ATS announcing that the County would be imposing liquidated damages in the amount of $545,000. This letter suggests that an investigation was completed, and that the County had reviewed all facts leading to this determination, since after all, the letter conclusively notified ATS of the imposition of liquidated damages. Aside from the fact that the imposition of liquidated damages after receiving full restitution can only be described as punitive, and therefore, in violation of the Contract, the December 18th letter also raises additional legal issues regarding arbitrary and capricious decision-making by MDT.

Thus, pursuant to the Section 21.4 of the Contract related to the assessment of liquidated damages, ATS instructed this firm to prepare an appeal of any assessment of liquidated damages arising from this underlying matter, in the event that the County carried through on its stated intent of imposing unwarranted liquidated damages against ATS. On December 19, 2007, this firm made a Public Records Request to review relevant public records in preparation of ATS' appeal.[1] Our Public Records Request simply sought the basic public records, if any, that would support a determination by the County to assess liquidated damages against ATS; specifically, we requested:

1. Public records related to MDT's determination to assess liquidated damages to ATS in related to alleged fraudulent trips in connection to ATS' Contract # TR04-TSB since August 2007 to the present.

2. Public records related to potential contract extension(s) of Contract # TR04-TSB since August 2007 to the present; and,

3. Public records that evidence any and all communications by and between County staff and/or others concerning ATS' performance under Contract # TR04-TSB, including but not limited to issues related to alleged fraudulent trips, self-reporting of by ATS, and contract extension(s) since August 2007 to the present.

On December 20, 2007 – just one day after transmitting the aforementioned Public Records Request to MDT seeking public records that support MDT's December 18th determination to impose liquidated damages – we received a letter from Mr. Harpal Kapoor, Director of MDT, which requested basic information relating to the underlying trips. Frankly, the Director's letter raises significant legal questions as to whether MDT's December 18th letter should have even been issued, since it is obvious based on Mr. Kapoor's December 20th correspondence, that the County did not have sufficient information to have made the decision regarding assessment of liquidated damages.

[1] However, it should be noted that an individual's reason for requesting a public record is irrelevant. See *City of St. Petersburg v. Romine ex rel. Dillinger*, 719 So.2d 19 (Fla. 2d DCA 1998); See also *Barfield v. Ft. Lauderdale Police Dep't*, 639 So.2d 1012 (Fla. 4th DCA 1994); *Warden v. Bennett*, 340 So.2d 977 (Fla. 2d DCA 1976); *Booksmart Enterprises, Inc. v. Barnes & Noble College Bookstores, Inc.*, 718 So.2d 227 (Fla. 3d DCA1998).

On January 4, 2008, we advised you that MDT employees had not complied with our outstanding Public Records Requests, and that it was our intent to file suit under Chapter 119 of the Florida Statutes to access the public records at issue. On January 9, 2008, you responded to our letter, and stated that as a result of an ongoing investigation, MDPD requested that MDT's public records related to this issue not be made available to the public. In support of the County's position, you cite the public records exemption set forth in Florida Statute 119.071 (2) (c) (2). In effect, your claimed exemption – the basis and rationale of which we dispute herein – has the effect of concealing the very public records necessary to defend our client on an appeal of the assessment of liquidated damages.

Florida law dictates that once a document becomes a public record, it cannot be withdrawn from the public arena.

The Florida Public Records Act expressly states:

> It is the policy of this state that all state, county, and municipal records shall be open for personal inspection by any person. Providing access to public records is a duty of each agency. See Section 119.01(1), Fla. Stat. (2002).

For the most part, public records cases involve a two-step process:

The first step requires a determination as to whether the document(s) at issue are public records. This analysis is self-apparent. The Act defines a "public record" as:

> All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Fla. Stat. 2002

The second step requires a determination as to whether a constitutional or statutory exemption excuses the government from producing the public records. See *New York Times v. Florida Department of Juvenile Justice*, 2003 WL 22723464 (Fla. 2nd Judi. Circ., March 20, 2003). In *City of St. Petersburg v. Romine*, 719 So.2d 19, 21 (Fla. 2d DCA 1998), the court held that "The Public Records Law is 'to be construed liberally in favor of openness, and all exemptions from disclosure are to be construed narrowly and limited in their designated purpose.'" (quoting *City of Riviera Beach v. Barfield*, 642 So.2d 1135, 1136 (Fla. 4th DCA 1994)). In *The Tribune Company v. Public Records*, 493 So.2d 480 (Fla. 2d DCA 1986), *rev. den. sub nom. Gillum v. Tribune Co.*, 503 So.2d 327 (Fla. 1987), in accord with numerous decisions from across the state, the court also held that an exemption to the Public Records Act must be narrowly construed.[2] Other Florida courts have also noted that The Public Records Act

[2] Exemptions from disclosure should be construed narrowly and limited to their stated purposes. See *Miami Herald Publishing Co. v. City of North Miami*, 452 So.2d 572, 573 (Fla. 3d DCA 1984); *Cf. State v. Nourse*, 340 So.2d 966, 969 (Fla. 3d DCA 1976) ("unless the right to the exception is clearly apparent in the statute, no benefits thereunder

is to be liberally construed in favor of "open government to the extent possible in order to preserve our basic freedom, without undermining significant governmental functions such as crime detection and prosecution...." See *Bludworth v. Palm Beach Newspapers, Inc.*, 476 So.2d 775, 779 (Fla. 4th DCA 1985).

This fundamental policy of open government and access to public records, in essence, places all government records on the table for open inspection by all. If applicable and legally supportable, there are certain statutory exemptions from this disclosure; however, the public disclosure of the content of all non-exempt records occurs at the moment they become records. *See, e.g., Shevin v. Byron, Harless, Schaffer, Reid and Associates*, 379 So.2d 633 (Fla.1980) (information becomes public record when it is "prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type." *Id.* at 640.

In *Sepro Corporation v. Florida Department of Environmental Protection*, 839 So.2d 781 (Fla. 1st DCA 2003), *reh. denied*, the court considered an analogous situation wherein an exemption to The Public Records Law was claimed after the documents had become public records. In the *Sepro* case, a third party made a public records request for documents in the possession of a public agency. Upon learning of the public records request, Sepro's counsel wrote to the Department, and claimed an exemption under Florida law. In our particular case, MDPD – a Department that is not the custodian of the records we seek – is also belatedly claiming an exemption under Florida law although the documents at issue are, by their very nature, deemed "public records" at law. Simply stated, at this point, it is legally unsupportable for these public records to be summarily withdrawn from the public arena.

<u>The exception cited by the County is inapplicable.</u>

The County has alleged that the public records sought are exempt pursuant to Florida Statute 119.071 (2) (c) (2). Said provision states:

> **A request** made by a law enforcement agency to inspect or copy a public record that is in the custody of another agency and the custodian's response to the request, **and any information that would identify whether a law enforcement agency has requested or received that public record** are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, during the period in which the information constitutes active criminal

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will be permitted"). "[W]hen in doubt the courts should find in favor of disclosure rather than secrecy." *Bludworth* at 780, n. 1.493 So.2d at 483 (Emphasis supplied). *See also Halifax Hospital v. News-Journal*, 724 So.2d 567, 569 (Fla. 199) (The Florida Constitution imposes an "exacting" standard of specific public necessity and limited breadth); *Wait v. Florida Power & Light Co.*, 372 So.2d 420, 422 (Fla. 1979)("[t]he Public Records Act exempts only those records that are provided by statutory law to be confidential or which are expressly exempted by general or special law."); *City of Riviera Beach v. Barfield*, 642 So.2d 1135, 1136 (Fla. 4th DCA 1994)(Courts must construe Florida's Public Record's Act "liberally in favor of openness, and all exemptions from disclosure are to be construed narrowly and limited to their designated purpose.").

intelligence information or active criminal investigative information. (emphasis added)

It is well-settled Florida law that the agency raising the exemption bears the burden of proving its right to the claimed exemption. See *Woolling v. Lamar*, 764 So.2d 765, 767 (Fla. 5th DCA 2000); See also *WFTV, Inc. v. School Bd. of Seminole*, 874 So.2d 48, 54 (Fla. 5th DCA 2004). The County has failed to present any argument in support of extending the exemption claimed to exempt the source documents which you state that MDPD seeks to review and withhold other than a vague statement that an ongoing investigation of MDPD – which is not the custodian of the records sought – precludes our right to inspect them.

Clearly, the above-cited provision only protects any records which show that MDPD or another criminal investigation agency, as defined in Chapter 119, has made a request to review MDT's records. While arguably, MDPD – as a criminal justice agency in the State of Florida – may assert an exemption to public records **in its custody** in connection to an ongoing criminal investigation, it is qualitatively different, and legally unsupportable, to assert an exemption under Florida Statute 119.071 (2) (c) (2) to cover documents in the possession of MDT that would not, in and of themselves, disclose the request of a law enforcement agency to review said records.

Respectfully, the County's suggestion that MDPD can assert a privilege on MDT's public records is misplaced. As noted in *Tribune Co.*, the Court explained that "unless the custodian of the requested records asserts and sustains a specific exemption to disclosure, the information must be made available to the public." *Id.* at 484.[3] Further, the Court explained that exemption of criminal investigative information from disclosure had "always had a limited purpose to prevent premature disclosure of information when such disclosure could impede an ongoing investigation or allow a suspect to avoid apprehension or escape detection." *Id.* at 483.[4] Since you have already disclosed MDPD's inquiry, there is no public purpose to be furthered by withholding production of the source documents.

In sum, based on case law noted above, and the clear language of the exemption claimed, the public records that we have demanded are not covered by this exemption or any other exemption that we are aware of. To the extent this claimed exemption is even applicable, it had been waived by disclosure of the fact that the MDPD is inspecting these records.

Denying access to these records not only violates the Public Records Act, but also ATS' due process right to challenge the assessment of liquidated damages.

By denying access to public records which should form the basis of a claim for liquidated damages, the County is, in effect, depriving ATS of the opportunity to defend itself by unlawfully withholding the evidence essential, necessary and relevant to challenge the assessment of liquidated damages in an appeal. Although the Contract states that an appeal to the assessment by the County of liquidated damages is made directly to the County itself, at a

[3] Citing *Tribune Co. v. Cannella*, 458 So.2d at 1078-79.

[4] Citing *Tribune Co. v. Cannella*, 438 So.2d 516, 523 (Fla. 2d DCA 1983), *rev'd on other grounds*, 458 So.2d 1075 (Fla.1984), *appeal dismissed*, 471 U.S. 1096, 105 S.Ct. 2315, 85 L.Ed.2d 835 (1985).

minimum, ATS is entitled to the basic rights guaranteed by the 14th Amendment of the United States Constitution, and Article I, Section 9 of the Florida Constitution, commonly known as the Due Process Clauses of the respective organic documents. Indeed, basic principles of due process require that a party be given adequate notice and an opportunity to be heard in an adversarial process. See *Chuck v. City of Homestead Police Department*, 888 So. 2d 736 (Fla. 3rd DCA, 2004) Clearly, ATS must be afforded meaningful due process, and be provided with an opportunity to defend itself against an assessment of over half of a million dollars in liquidated damages arising from issue(s) of contract that are in dispute.

Demand to comply with specific procedural provisions of Florida Statute 119.

Based on the foregoing, please be advised that if the outstanding public records are not provided for inspection by noon on January 17, 2008, we will be filing suit under Chapter 119 of the Florida Statutes, and seeking attorney fees and costs. Finally, in the event that the County wishes to continue to shield these records from the public, we ask that pursuant to Chapter 119.07 (d), (e), and (f), that you:

a) Redact that portion of the record to which an exemption has been asserted and validly applies, and produce the remainder of such record for inspection;

b) State the basis of the exemption that you contend is applicable to the record, including the statutory citation to an exemption created or afforded by statute; and,

c) State in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.

Sincerely,

Miguel De Grandy

MIGUEL DE GRANDY P.A.

ATTORNEYS AT LAW

January 29, 2008

Harpal Kapoor, Director
Miami-Dade Transit
Overtown Transit Village
701 NW 1st Court, 11th Floor
Miami, FL 33136

Sent Via Facsimile
(786) 469-5580

Re: Request to Review and Discuss Proposed Liquidated Damages and/or Appeal of Assessment by Miami-Dade County to Assess Liquidated Damages - County Contract # TR-04-TSB

Dear Mr. Kapoor:

Please be advised that I represent Advanced Transportation Solutions, L.L.C. (ATS) in the above-referenced matter. By way of this correspondence, ATS respectfully requests a meeting to review and discuss proposed liquidated damages and appeal the announced intention of Miami-Dade County (County) to assess liquidated damages against it, as was set forth in the attached letter by Ms. Rita Kane of December 18, 2007 (See Exhibit 1)

I. BASIS FOR APPEAL

ATS, by and through undersigned counsel, files the instant request to review and discuss the proposed liquidated damages and/or appeal of liquidated damages by the County pursuant to Section 21.4 of County Contract No. TR04-TSB. Said Section states, in pertinent part, as follows:

> The assessment of liquidated damages will not delay payments; however, the CONTRACTOR shall have the right to review and discuss all proposed liquidated damages with the COUNTY prior to final assessment of liquidated damages. Appeal of liquidated damage charges deducted from a payment must be presented in writing to the COUNTY within 14 days of the COUNTY'S check date. (emphasis added)[1]

[1] By correspondence of January 9, 2008, ATS made its first request for a meeting with you to discuss Ms. Rita Kane's letter of December 18, 2007 informing ATS that the County sought to impose liquidated damages against ATS. We have not received a reply to this correspondence. Although the County has not yet proceeded to impose liquidated damages, in an attempt to amicably settle this matter, and minimize litigation expenses for both parties, the undersigned contacted Assistant County Attorney Bruce Libhaber, Esq., and inquired whether the County would object to ATS filing the instant letter as a formal request for a meeting to review and discuss proposed liquidated damages and/or a preliminary appeal. Mr. Libhaber represented that he would have no objection to this filing. ATS respectfully submits that until and unless

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ATS respectfully submits that the County is improperly assessing liquidated damages in the amount of $545,909.04 against ATS. The underlying issue, which will be set forth in full detail below, stems from a situation wherein ATS discovered – and subsequently self-reported, fully corrected, and provided complete voluntary restitution for – the misconduct of three (3) rogue employees (one ATS employee and two service provider employees) that booked fraudulent trips in the County's Special Transportation Program (STS Program). The evidence demonstrates that the imposition of liquidated damages by the County runs afoul to the stated intent and purpose of the governing provisions of the Contract. If the matter is not amicably resolved, ATS is prepared to show that the assessed liquidated damages are clearly non-compensatory; but rather, punitive in nature, and improperly motivated by budgetary issues that have nothing to do with the proper administration of this Contract. Moreover, ATS will prove that in light of the facts and circumstances surrounding the underlying issues in this matter, the amount claimed is clearly excessive and factually and legally unsupportable.

II. BACKGROUND

ATS obtained award of this Contract, pursuant to an open competitive Request for Proposals (RFP) process in which it was ranked as the highest proposer. ATS has an excellent record of services to the special needs community in the time that it has been managing this Contract. As a responsible company, ATS strives to ensure that all its employees conduct themselves in a professional and ethical manner. However, like any responsible corporation, it is not immune from intentional misconduct by one of its employees.

This issue stems from an incident in which ATS discovered that one (1) of its employees was involved in misconduct involving booking of fraudulent trips. When ATS' management discovered this scheme, the Company immediately hired private investigators to verify and document the misconduct. Subsequent thereto, these investigators confronted two (2) of the employees involved in this incident and obtained written admissions. ATS' General Manager then immediately contacted Ms. Rita Kane and voluntarily reported that this incident had occurred, and voluntarily offered to provide full restitution to the County for payment of those trips. It should be noted that ATS incurred a substantial financial loss by doing so, since it had already paid the rogue employees and has no way of obtaining restitution from them. Therefore, although the County was made whole in this incident, and did not suffer any damages, ATS has already incurred a significant financial consequences resulting from this incident.

Since that time, ATS has worked with the County to institute new protocols to minimize or eliminate the possibility of future misconduct by its employees.

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the County provides ATS with an opportunity to review and discuss this proposed assessment, it cannot proceed to impose liquidated damages as this right to review and challenge in Section 21.4 is a condition precedent to an assessment of liquidated damages. ATS respectfully notes that it is still in the process of reviewing public records, and reserves the right to supplement this appeal and the record set forth herein in the event no settlement is reached, and the County proceeds to impose liquidated damages.

III. COUNTY'S IMPOSITION OF LIQUIDATED DAMAGES IS PUNITIVE, MOTIVATED BY BUDGETARY CONSIDERATION, AND IN VIOLATION OF THE CONTRACT.

Although two (2) contracting parties may agree to the imposition of liquidated damages upon the occurrence of specific acts, where the parties make clear that liquidated damages are intended to compensate the other party for expenses incurred or a lack of performance, the imposition of liquidated damages may not be punitive. Moreover, in determining whether the parties intended to stipulate for a penalty or for liquidated damages, the courts consider the circumstances at the time the agreement was entered *Hyman v. Cohen*, 73 So 2nd 393, (Fla. 1954)

A) The County's announced intent to assess liquidated damages is not compensatory in nature.

The County, through Rita Kane's letter of December 18, 2007 (Exhibit 1) informed ATS that it would be assessing the sum of $545,909.04 as liquidated damages for the questioned trips uncovered by ATS. In Ms. Kane's correspondence, she cites Section 21.1.9 (b) of the Contract, which allows the County to assess liquidated damages in the amount of $72.72 per trip, which has subsequently proven to be invalid. However, this Section must be read in conjunction with Section 21.4 of the Contract which states in pertinent part:

> The sum of liquidated damages assessed by the COUNTY against the CONTRACTOR (if any) will be deducted from payment due the CONTRACTOR for service rendered to COUNTY authorized customers.... It is agreed that this section shall be constructed and treated by the parties to the Contract **not as imposing a penalty upon the CONTRACTOR for failing fully to complete said work as agreed to in these Sections, but as liquidated damages to compensate the COUNTY because of the failure of the CONTRACTOR to fully complete said work as specified in the Contract**. (emphasis added)

Because the express language of the Agreement makes clear that liquidated damages are intended to be compensatory, the analysis of whether the County's announced imposition of liquidated damages is reasonable turns on whether the County can establish it suffered damages roughly proportionate to the amount claimed, and that the assessment is compensatory in nature. (See Section 21.4) The specific Section on which the County relies is intended to compensate the County "per one way trip as documented on the driver's manifest or trip ticket submitted to the County for payment and subsequently proven to be invalid". (See Section 21.1.9 (b))

There is no factual or legal basis for the County to seek compensation for the "failure of the contractor to fully complete said work" because this is not an issue of lack of performance. Therefore, based on the facts in this matter, the County's intended

assessment of liquidated damages could only be justified if it was imposed in order to compensate the County for the expense incurred in paying for the trip, as well as the cost that may be incurred in ascertaining that the trip was invalid, and the cost that may be incurred in recovering the sums paid.

In the instant case, the facts establish that the County did not incur any of these costs. Indeed, Ms. Kane's letter begins as follows:

> In August 2007, ATS advised Miami-Dade Transit that it had uncovered a case of ongoing fraudulent trips booked by an ATS supervisor and distributed to several drivers. ATS dismissed the employee and had the drivers removed. The ATS investigation yielded a total 7,505 trips tendered for payment to the County since 2004 ... In deference to the fact that ATS **has already made prompt and full restitution for the $232,871.92 actual amount fraudulently billed to the County** and being aware the amount for liquidated damages has the potential to deal a crippling blow to your operation, we are allowing partial assessment of this amount for over the period of 12 weeks. (emphasis added)

In effect, the County concedes that it was ATS that discovered the questioned trips, and that it acted promptly, in compliance with the terms of the contract to inform the County, to dismiss the employees, and to provide "prompt and full restitution" for the actual amount billed to the County.

Although the record shows that the County did not suffer any expenses in discovering these questioned trips, as documented in previous correspondence, once ATS discovered these booking irregularities, it immediately proceeded to hire private investigators **at its own expense**, to conduct surveillance and verify that the trips were invalid. Once these facts were verified and documented, ATS' investigators confronted the rogue employees, and obtained written admissions. The entirety of this work product was promptly communicated to the County, and turned over to the Miami-Dade Police Department.

Likewise, the County has suffered no damages in paying those trips, and did not need to expend any resources to recover said sums since, as verified by Ms. Kane, "ATS has already made prompt and full restitution for the $232,871.92 actual amount fraudulently billed to the County". (Exhibit 1) In contrast, ATS and one of the service providers suffered a significant financial penalty as a result of these rogue employees' misconduct. The employees in question had been paid for these invalid trips, and ATS has no way of recovering funds from the terminated employees.

In summary, the evidence clearly shows that ATS acted responsibly, promptly, and proactively, at significant expense to it; whereas, the record is devoid of any evidence to establish a reasonable basis for a compensatory claim by the County. On the contrary,

ATS' preliminary review of part of the public records sought from the County disclosed an entirely inappropriate motive for this unjust assessment.

B) Miami-Dade County Transit Department's motivation to resolve a "revenue/expenditure gap" is an improper and unlawful motivation for imposition of liquidated damages and would unjustly enrich the Department.

Upon receipt of Ms. Rita Kane's December 18, 2007 correspondence, ATS acted diligently to prepare to discuss the intended assessment of liquidated damages and/or appeal an imposition of same. In that regard, on December 19, 2007, the undersigned propounded several Public Records Requests to the County seeking documents which would support the County's determination to impose liquidated damages. The County failed to respond within a reasonable time, as required by Florida Statute 119. Rather than proceed with legal action, the undersigned again sent correspondence to the County on January 4, 2008 seeking *instanter* production of these public records. On January 9, 2008, the County, through Assistant County Attorney Bruce Libhaber, claimed exemption to records being sought by ATS. Mr. Libhaber did not specify the particular records upon which exemption was claimed. On January 14, 2008, the undersigned responded in writing to Mr. Libhaber rejecting the County's arguments as to all public records, except those that would indicate a request by law enforcement to review any records, and then made final demand for disclosure. The undersigned and Mr. Libhaber discussed the matter by telephone, and an agreement was reached that the undersigned would not seek production of any records that indicate a request to review or potential review by law enforcement, but that all other records would be made available.[2]

The undersigned has conducted a preliminary review of the records to date, and has found no document supporting the County's determination to impose liquidated damages on a compensatory basis. On the contrary, the preliminary review has identified a string of e-mails that evidences a totally improper and unlawful motivation for imposition of liquidated damages. (See Exhibit 2 - Composite of e-mails)

The first e-mail is generated by Michael Doleman, and sent to Rita Kane, on December 5, 2007 at 3:29 p.m., which inquires on the status if the assessment of liquidated damages against ATS.

Ms. Kane responds on December 6, 2007, at 9:21 p.m., and states:

> The fraudulent amount [the $232,872 reimbursement] was deducted in full. The L/D portion had not been approved by the Director for assessment. We are looking at other ways to negotiate it for the good of the service.

[2] It should be noted that the investigation being conducted by MDPD is something that ATS has been aware of for several months, since it was ATS that reported this incident. To date, ATS has fully cooperated with MDPD detectives, and has delivered several bankers' boxes of documents to MDPD.

The public records show that Mr. Doleman forwarded this e-mail from Rita Kane to Mr. Sergio San Miguel and David Clodfelter. On December 11, 2007, at 1:31 p.m., Mr. Clodfelter sends an e-mail to Rita Kane stating as follows:

> Rita, I recommend that we collected the liquidated damages as soon as possible. **We already have revenue/expenditure gap created by the new Freedom Grant and an issue funding the staff that you would like to keep from the Medicaid group <u>and this amount could be used to solve these problems</u>**. (emphasis added).

First, this string of e-mails raises questions of whether you, as Director, were aware of or approved the assessment of liquidated damages, in light of your correspondence to ATS of December 20, 2007, (two days <u>after</u> Ms. Kane's letter) which clearly indicates that, at that time, you had not been briefed on the basic facts regarding this incident. In said correspondence, you express your appreciation for "the assistance and cooperation of Advanced Transportation Solutions, L.L.C. (ATS) with regard to investigating and reporting trips that were identified as fraudulent." You then request that ATS provide certain basic information, including name and title of the individuals involved, the type of investigation conducted, and whether or not arrests were made. All this information had been furnished to your staff months before.

Nevertheless, regardless of who authorized the assessment of liquidated damages, the public records demonstrate that the motivation for this assessment violates the terms of the Contract and well-established Florida law. Respectfully, liquidated damages are meant to compensate a party for damages actually incurred, and are specific to the Contract at issue. The "revenue/expenditure gap" that may have been created by the new Freedom Grant, or the budget shortfall to fund staff that is no longer employed in managing an unrelated contract, is not a proper purpose or justification for the imposition of liquidated damages.

IV. THE IMPOSITION OF LIQUIDATED DAMAGES IS CONTRARY TO COMMON SENSE AND PUBLIC POLICY IN LIGHT OF THE FACTS AND CIRCUMSTANCES OF THIS CASE.

All too often, we read reports in the media of vendors that have short-changed a government entity or engaged in willful and illegal conduct to defrauding the taxpayer. Usually, this misconduct is discovered by the government agency or an investigative/law enforcement agency. Often times, recovery of the unlawfully converted funds is difficult and requires additional expenditures of public dollars.

Respectfully, this case is textbook example of how a responsible vendor should act when it discovers misconduct by any of its employees. Indeed, it is highly doubtful that these questioned trips would have *ever* been discovered by the County. The fact that this issue was brought to the public light, is a direct result of the proactive and ethical manner in which ATS managers and principals addressed the situation. ATS didn't just

provide "prompt and full reimbursement to the County", it also invested its own funds and resources in hiring independent investigators to document the incident, and obtain admissions from the employees in question. In effect, it delivered a prosecutable case to the Miami-Dade Police Department on a silver platter!

From the public policy perspective, imposing the outrageous penalty of over half a million dollars against a company that self-reported these incidents and voluntarily reimbursed the County for all losses, sets a horrible precedent. In the future, vendors will be very aware of the fact if they are in similar circumstances and discover unethical, fraudulent, and/or illegal activity by its employees, they too will suffer a serious penalty. Frankly, this unjust assessment creates a strong incentive for other vendors to simply "cover-up" any similar incidents that may occur in their contractual relationship with the County.

It is axiomatic that positive reinforcement encourages the underlying behavior and negative reinforcement minimizes the possibility of its reoccurrence. The County's negative and punitive actions against ATS in these circumstances are not only unjust, but also contrary to the County's own interests, and its policy to promote honesty and integrity in government contracting.

V. RESERVATION OF RIGHTS

There are several other legal defects in the County's announced assessment of liquidated damages, including the fact that many of these trips, going back to 2004, are not part of the instant Contract. The County is well aware of this fact, since ATS provided an Excel spreadsheet detailing every trip for which reimbursement was made. ATS firmly believes that this matter can be amicably resolved through the opportunity provided by Section 21.4 of the Contract to "review and discuss all proposed liquidated damages with the County, prior to final assessment of liquidated damages". Nevertheless, in the event that this matter is not resolved through that process, ATS reserves the right to supplement its appeal with additional evidence and legal arguments.

Mr. Kapoor, simply stated, the announced imposition of $545,909.04 in liquidated damages against ATS is contrary to law, violative of the terms of the Contract, and contrary to public policy. We welcome the opportunity to meet with you personally to discuss these issues and resolve the matter at your earliest convenience.

Sincerely,

Miguel De Grandy

cc: Mayra Bustamante
Bruce Libhaber, Esq.
David Naiditch
Ray Gonzalez

MIAMI-DADE COUNTY

Carlos Alvarez, Mayor

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December 9, 2009

David Naiditch
General Manager
Advanced Transportation Solutions
815 N.W. 57TH Avenue, Suite 130
Miami, Florida 33126

Subject: Recover Liquidated Damages and Trips

Dear Mr. Naiditch:

This letter is to formally notify you of Miami-Dade Transit's (MDT) intent to recover liquidated damages and fares for trips not taken but were billed to MDT from Advanced Transportation Services (ATS). This assessment is for administrative fees, liquidated damages and for trips not performed but were paid by Miami-Dade County under contract TR04-TSB Section 21.1.9 Invoicing, Subsection (b).

An audit by MDT's Internal Audit Division identified a minimum of 11,806 trips that MDT believes to be fraudulent. According to our records, MDT has received credit for $214,104 leaving the total amount of $1,063,625.33 due to MDT.

ATS is hereby notified that an appeal of this assessment must be in accordance with Contract Section 21.4 Assessment of Liquidated Damages and must be submitted in writing to MDT within fourteen (14) days upon receipt of this letter.

MDT reserves the right to modify this amount for any additional trips not taken and/or associated liquidated damages.

Sincerely,

Hugh W. Chen P.E., Deputy Director
Operations

C: Harpal Kapoor, Director Miami-Dade Transit
Ysela Llort, Assistant County Attorney
Bruce Libhaber, Assistant County Attorney
Ruben Legra, OCL Chief MDT Paratransit

MIGUEL DE GRANDY P.A.

ATTORNEYS AT LAW

December 18, 2009

Hugh Chen, Deputy Director of Operations
Miami-Dade Transit Agency
Overtown Transit Village
701 NW 1st Court, Suite 1700
Miami, FL 33136

Sent Via Facsimile
(786) 469-5584

Re: Public Records Request Concerning Liquidated Damages Related to Trips That Were Allegedly Not Taken, But Billed in Connection to ATS' Contract # TR04-TSB

Dear Mr. Chen:

As you know, I represent Advanced Transportation Solutions (ATS) in connection to the above-referenced matter. This will acknowledge that we are in receipt of your December 9, 2009 correspondence ("Subject: Recover Liquidated Damages and Trips"), which for purposes of calculating a timely response, was not post-marked until the 11th of December, and not received by my client until Monday, December the 14th. We are in the process of formulating ATS' formal response to your correspondence, which will be forthcoming in an appropriate manner.

In that regard, pursuant to the Florida Public Records Act, Chapter 119, Florida Statutes, please accept this letter as a Public Records Request. I respectfully request that, consistent with State law, you promptly produce, and make available for inspection, the following public records:

1. True and correct copy(ies) of any and all public records related to MDT's determination to assess liquidated damages to ATS in relation to trips allegedly not taken, but billed by ATS in connection to Contract # TR04-TSB.

2. True and correct copy(ies) of any and all drafts of the audit referenced in your letter prepared by MDT's Internal Audit Division, as well as public records evidencing the methodology utilized in connection thereto. Please also include any public records regarding MDT staff comments or responses thereto.

3. True and correct copy(ies) of any and all public records related to the 11,806 trips referenced in your letter which evidence that (as alleged), each trip was billed but not taken. Please include public records which provide the dates and times as to each alleged trip.

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4. True and correct copy(ies) of any and all public records that evidence the actual costs incurred by MDT in connection to the trips claimed.

5. True and correct copy(ies) of any and all public records that evidence any and all communications by and between County staff and/or others concerning ATS' performance under Contract # TR04-TSB, including but not limited to issues related to alleged trips claimed , as well as those self-reported and paid for by ATS.

Please note that the definition for public records in Florida, as defined in Florida Statutes 119.011 (11) includes all documents, papers, letters, e-mails, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

Please note that in light of the fourteen (14) day response deadline from the date of receipt of your letter in which you have requested a response, time is certainly of the essence. In that regard, please be so kind to contact Mr. Nick Mazorra of my office at (305) 989-6423 to coordinate the inspection of the public records sought. Of course, pursuant to Section 119.07 (1) (a) of the Florida Statues, we will gladly pay for the costs of duplication of the public records that we identify for copying.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to contact me at (305) 444-7737.

Sincerely yours,

Miguel De Grandy

MIGUEL DE GRANDY P.A.

ATTORNEYS AT LAW

December 23, 2009

Hugh Chen, Deputy Director of Operations
Miami-Dade Transit Agency
Overtown Transit Village
701 NW 1st Court
Suite 1700
Miami, FL 33135

Sent Via Facsimile at (786) 469-5584;
Via e-mail at HCH@miamidade.gov, and;
Via Certified Mail No. 7008-1300-0001-1348-6734

Re: Correspondence from Hugh Chen to David Naiditch regarding intent to impose liquidated damages in connection with Contract #TR04-TSB

Dear Mr. Chen:

Please be advised that I represent Advanced Transportation Solutions, LLC (ATS) in the above-referenced matter. This letter is in response to your letter to David Naiditch, dated December 9, 2009, which was not post-marked until December 11, 2009, and was received by my client on December 14, 2009.

Please interpret this correspondence as a formal request to review and discuss the proposed liquidated damages pursuant to Section 21.4 of County Contract Number TR04-TSB, which is a **condition precedent** to the imposition of liquidated damages by the County. This Section states, in pertinent part, as follows:

> The assessment of liquidated damages will not delay payments; however, the CONTRACTOR shall have the right to review and discuss all proposed liquidated damages with the COUNTY **prior to final assessment of liquidated damages**. Appeal of liquidated damage charges deducted from a payment must be presented in writing to the COUNTY within fourteen (14) days of the COUNTY'S check date. (Emphasis added).

It is apparent from your letter that you are under the misconception that your correspondence triggers a fourteen (14) day period upon which to file an appeal. Clearly, that is

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not the case.[1] We trust that you will thoroughly review the Contract language quoted above, consult with your County Attorney if necessary, and abide by the terms of the Contract which requires providing ATS the right to review and discuss all proposed liquidated damages **prior to final assessment**.

Apart from your announced intent to assess liquidated damages without regard to the Contractual rights of ATS -- which would constitute a material breach by the County -- your letter evidences even more significant legal and constitutional infirmities. In said correspondence, you announced an intent to assess liquidated damages for 11,806 trips that MDT "believes to be fraudulent". You state that these alleged 11,806 trips were identified by "an audit by MDT's internal audit division". However, your letter does not provide a copy of the audit, nor any documentation regarding the subject 11,806 trips. Being fortunate enough to be doing business in the United States of America, ATS, like any other company or person in this Country, is entitled to basic due process which includes -- at a minimum -- reasonable notice of the allegations against it, and a meaningful opportunity to defend. Clearly, without being able to review the referenced audit, and without being provided **any information whatsoever** regarding these subject trips, an imposition of liquidated damages would deny ATS basic and fundamental due process.

To date, ATS has quietly documented numerous acts of MDT which evidence arbitrary and capricious conduct with regard to the handling of this issue, as well as intentional and arbitrary and capricious conduct designed to disadvantage ATS in the current RFP process for the new contract to provide these services. Indeed, ATS has documented, and will be able to prove at the appropriate time, that there have been several meetings among County staff and with outside providers, for the purpose of insuring that ATS does not have a fair opportunity to be considered as a Proposer in the upcoming RFP, and that MDT staff has been disseminating factually incorrect information regarding an MDPD investigation. In fact, ATS is aware of statements made by County staff asserting that they do not want anybody affiliated with the current STS Contract (including any subcontractors or individuals) to participate in any future STS contract. This clearly constitutes arbitrary and capricious conduct and is akin to a *De Facto* debarment without due process.

Although this is not the forum to present that evidence, ATS certainly views your letter of December 9th as one more step in a process designed to prejudice ATS' opportunity to compete by timing this alleged claim, which revolves around an incident that occurred 2 ½ years ago, in a manner in which it would be pending and unresolved (or under Appeal) during the consideration of ATS' upcoming proposal.

Nevertheless, if this matter is not amicably resolved, ATS is prepared to show that the assessed liquidated damages are clearly not compensatory; but rather, punitive in nature. In direct response to your letter, below ATS outlines the reasons why your correspondence does not meet basic constitutional, statutory, and common law principles. Further, ATS will set forth how your letter is contrary to public policy, and constitutes a thinly veiled attempt by the Department

[1] In the event that MDT chooses to ignore the clear provisions of Section 21.4, and arbitrarily denies ATS its right to review and discuss proposed liquidated damages as set forth therein, this letter shall serve in the alternative as an appeal of liquidated damages with a reservation of the right to supplement with additional grounds and defenses.

to cover its shortcomings in the administration and implementation of this Contract, including the contractual obligations it had to provide the requisite monitoring equipment and trip verification services, which it failed to provide.

I. BACKGROUND

ATS respectfully submits that the County is improperly and illegally attempting to assess liquidated damages in the amount of $1,063,625.33 against ATS. The underlying issue, which will be set forth and fully detailed below, stems from a situation **wherein ATS discovered -- and subsequently self-reported, fully corrected, and provided complete voluntarily restitution for** -- the misconduct of one rogue employee and two independent contractors (one ATS employee, and two service provider drivers) that booked fraudulent trips in the County's Special Transportation Program (STS Program).

A) Contract History

ATS obtained award of this Contract pursuant to an open competitive Request for Proposals (RFP) process in which it was ranked as the highest Proposer. ATS has maintained an excellent record of service to the special needs community in Miami-Dade County in the time it has been managing this Contract. Indeed, as a result of its stellar record of performance and unparalleled costumer service, ATS was recognized this year as "Operator of the Year" by the Florida Commission for the Transportation Disadvantaged. ATS, which provided approximately 1.5 million trips to disadvantaged residents last year, was also recently honored by the Metropolitan Planning Organization for its excellent service. As a responsible company, ATS strives to ensure that all employees conduct themselves in a professional and ethical manner. However, like any responsible corporation or public agency, it is not immune from intentional misconduct by its employees or independent contractors.

The genesis of this issue stems from an incident in which ATS discovered that one of its employees was involved in misconduct involving booking of fraudulent trips. When ATS management discovered this scheme, the Company immediately hired private investigators (retired Miami-Dade Police Officers) to verify and document the misconduct. Subsequent thereto, these experienced investigators confronted the individuals involved in this incident, and obtained written admissions. These individuals were immediately terminated, consistent with ATS' zero-tolerance policy on matters involving dishonestly or lack of integrity in providing the required services.

ATS' General Manager then immediately contacted Ms. Rita Kane (the MDT Contract administrator at the time) and voluntarily reported that this incident had occurred, and further offered to provide full restitution to the County for payment of those trips. Moreover, ATS tendered all results of its internal investigation, **including the written confessions by the rogue employees, to the Miami-Dade Police Department for prosecution.**

ATS also conducted a thorough analysis of the trips booked by this rogue employee (dispatcher) going back to the previous contract for STS services. **Regardless of whether there was evidence that any given trip was fraudulent**, ATS offered to, and subsequently voluntarily

paid the County full restitution for all of the approximate 7,500 trips that could have possibly been the subject of fraud, regardless of actual evidence of fraud as to each individual trip.

It should also be noted that ATS incurred a substantial financial loss by doing so, since it had already paid these individuals for their services in regard to these questioned trips, and had no way of obtaining restitution from them. Therefore, although the County was made whole in this incident, and did not suffer any damages, ATS incurred a significant financial consequence resulting from the intentional criminal conduct of these individuals. Since that time, ATS has worked diligently with the County to institute new protocols and safeguards to minimize or eliminate the possibility of future misconduct by any employee. However, as will be documented below, Miami-Dade County continued to renege on the obligations it had to institute appropriate protocols and safeguards.

II. MDT'S LETTER FAILS TO COMPLY WITH BASIC DUE PROCESS REQUIREMENTS BY DENYING ADEQUATE NOTICE TO ATS AND A FAIR OPPORTUNITY TO DEFEND

Your letter dated December 9, 2009 states that:

> An audit by MDT's internal audit division identified a minimum of 11,806 trips that MDT believes to be fraudulent. According to our records, MDT has received credit for $214,104 leaving a total amount of $1,063,625.33 due to MDT.

This correspondence consists of one page, four paragraphs, and no attachments or exhibits. The letter contains no detail as to the "internal audit" or the methodology utilized in connection thereto, nor any explanation as to why the County believes that 11,806 trips are fraudulent. ATS, like any other entity in this great Country, is entitled to the basic rights guaranteed by the 14th Amendment of the United States Constitution, and Article I, Section 9 of the Florida Constitution; commonly, known as the Due Process Clauses of the respective organic documents. Basic principles of due process require that a party be given adequate notice of the allegations against it, and a meaningful opportunity to be heard before a fair and impartial tribunal. See *Chuck v. City of Homestead Police Department*, 88 So. 2nd 736 (Fla. 3rd DCA 2004).

At a minimum, in order to satisfy basic due process requirements, the County must provide **in its correspondence seeking to impose liquidated damages** a copy of the internal audit upon which MDT is relying on and specific information, including times and dates regarding the 11,806 trips which, according to your correspondence MDT's internal audit division has "identified".

Therefore, we respectfully submit that the December 9, 2009 letter is void *ab initio*, in that it fails to comply with basic due process requirements. In the event that the County persists in its unlawful attempt to impose punitive liquidated damages upon ATS, it needs to send a new notice which properly informs ATS of the allegations against it in order to provide it a meaningful opportunity to be heard and defend against these frivolous allegations.

III. COUNTY'S IMPOSITION OF LIQUIDATED DAMAGES IS PUNITIVE, MOTIVATED BY BUDGETARY AND OTHER INAPPROPRIATE CONSIDERATIONS, AND IN VIOLATION OF THE CONTRACT

Although two (2) contracting parties may agree to the imposition of liquidated damages upon the occurrence of specific acts, where the parties make clear that liquidated damages are intended to compensate the other party for expenses incurred or a lack of performance, the imposition of liquidated damages may not be punitive. Moreover, in determining whether the parties intended to stipulate for a penalty or for liquidated damages, the courts consider the circumstances at the time the agreement was entered. See *Hyman v. Cohen*, 73 So. 2nd 393, (Fla. 1954).

A) The County's announced intent to assess liquidated damages is not compensatory in nature.

Through your letter dated December 9, 2009, you informed ATS that the County would be assessing the sum of $1,063,625.33 as liquidated damages for the questioned trips uncovered by ATS. In said correspondence, you cite Section 21.1.9 (b) of the Contract, which allows the County to assess liquidated damages in the amount of $72.72 per each trip which has subsequently **been proven** to be invalid. However, this Section must be read in conjunction with Section 21.4 of the Contract which states, in pertinent part, as follows:

> The sum of liquidated damages assessed by the COUNTY against the CONTRACTOR (if any) will be deducted from payment due the CONTRACTOR for service rendered to COUNTY authorized customers.... It is agreed that this section shall be constructed and treated by the parties to the Contract **not as imposing a penalty upon the CONTRACTOR for failing fully to complete said work as agreed to in these Sections, but as liquidated damages to compensate the COUNTY because of the failure of the CONTRACTOR to fully complete said work as specified in the Contract.** (Emphasis added)

Because the express language of the Agreement makes clear that liquidated damages are intended to be compensatory, the analysis of whether the County's announced imposition of liquidated damages is reasonable turns on whether the County can establish it suffered damages roughly proportionate to the amount claimed, and that the assessment is compensatory in nature. (See Section 21.4) The specific Section on which the County relies is intended to compensate the County "per one way trip as documented on the driver's manifest or trip ticket submitted to the County for payment and subsequently proven to be invalid." (See Section 21.1.9 (b))

There is no factual or legal basis set forth in your letter for the County to seek compensation for the "failure of the contractor to fully complete said work" because this is not an issue of lack of performance. Therefore, based on the facts in this matter, the County's intended assessment of liquidated damages could only be justified if it was imposed in order to

compensate the County for the expense incurred in paying for the trip, as well as the cost that may be incurred in ascertaining that the trip was invalid, and the cost that may be incurred in recovering the sums paid. Your correspondence is devoid of any factual or legal basis indicating that any such costs have been incurred. Simply stated, your statement to the effect that the "MDT believes" that such trips are fraudulent does nothing to demonstrate what, if any, damages the County is claiming to have incurred.

In the instant case, the facts establish that the County did not incur any of these costs. Indeed, in a letter written by Ms. Kane, MDT's former Contract Manager, she states as follows:

> In August 2007, ATS advised Miami-Dade Transit that it had uncovered a case of ongoing fraudulent trips booked by an ATS supervisor and distributed to several drivers. ATS dismissed the employee and had the drivers removed. The ATS investigation yielded a total 7,505 trips tendered for payment to the County since 2004 ... In deference to the fact that ATS **has already made prompt and full restitution for the $232,871.92 actual amount fraudulently billed to the County** and being aware the amount for liquidated damages has the potential to deal a crippling blow to your operation, we are allowing partial assessment of this amount for over the period of 12 weeks. (Emphasis added)

In effect, the County has already conceded that it was ATS that discovered the questioned trips, and that it acted promptly, in compliance with the terms of the Contract to inform the County, to dismiss the employees, and to provide "prompt and **full** restitution" for the actual amount billed to the County. Therefore, based on the admissions of MDT's own Contract Manager, the County is now estopped from claiming losses for which it was fully reimbursed.

In summary, the evidence clearly shows that ATS acted responsibly, promptly, and proactively, at significant expense to it; whereas, the record is devoid of any evidence to establish a reasonable basis for a compensatory claim by the County. On the contrary, ATS' preliminary review of part of the public records sought from the County demonstrates that there are several entirely inappropriate motives for this unjust assessment.

B) Miami-Dade County Transit Department's motivation to resolve a "revenue/expenditure gap" is an improper and unlawful motivation for imposition of liquidated damages and would unjustly enrich the Department.

Upon receipt of Ms. Rita Kane's December 18, 2007 correspondence, ATS acted diligently to prepare to discuss a potential assessment of liquidated damages and/or appeal an imposition of same. In that regard, on December 19, 2007, the undersigned propounded several Public Records Requests to the County seeking documents which would support the County's determination to impose liquidated damages. The County failed to respond within a reasonable time, as required by Florida Statute Chapter 119. Rather than proceed with legal action, the undersigned again sent correspondence to the County on January 4, 2008, seeking *instanter* production of these public records. On January 9, 2008, the County, through Assistant County Attorney Bruce Libhaber, claimed exemption to records being sought by ATS. Mr. Libhaber did

not specify the particular records upon which exemption was claimed. On January 14, 2008, the undersigned responded in writing to Mr. Libhaber rejecting the County's arguments as to all public records, except those that would indicate a request by law enforcement to review any records, and then made final demand for disclosure. The undersigned and Mr. Libhaber discussed the matter by telephone, and an understanding was reached that the undersigned was not seeking production of any records that indicate a request to review or potential review by law enforcement, but that all other records would be made available.[2]

This matter then laid dormant at MDT until your December 9th correspondence which was received by my client on December 14, 2009, **nearly two years to the day that Ms. Kane first raised the potential of liquidated damages in her December 18, 2007 correspondence.** As further set forth in this letter, the timing of your correspondence, -- just days after the County has recently issued an RFP for this new procurement -- is highly suspect. Nevertheless, as a result of your letter, ATS, through undersigned counsel, has diligently made recent Public Records Requests pursuant to Florida Statute Chapter 119 for any records that evidence actual costs or damages incurred by MDT as well as related records in connection with this issue. To date, MDT has failed to provide any information in that regard.

The undersigned has conducted a preliminary review of the public records of MDT generated prior to your correspondence, and has found no document supporting the County's determination to impose liquidated damages on a compensatory basis. To the contrary, the preliminary review has identified a string of e-mails that evidences a totally improper and unlawful motivation for imposition of liquidated damages.

The first e-mail is generated by Michael Doleman, and sent to Rita Kane, on December 5, 2007 at 3:29 p.m., which inquires on the status if the assessment of liquidated damages against ATS.

Ms. Kane responds on December 6, 2007, at 9:21 p.m., and states:

> The fraudulent amount [the $232,872 reimbursement] was deducted in full. The L/D portion had not been approved by the Director for assessment. We are looking at other ways to negotiate it for the good of the service.

The public records show that Mr. Doleman forwarded this e-mail from Rita Kane to Mr. Sergio San Miguel and David Clodfelter. On December 11, 2007, at 1:31 p.m., Mr. Clodfelter sends an e-mail to Rita Kane stating as follows:

> Rita, I recommend that we collected the liquidated damages as soon as possible. **We already have revenue/expenditure gap created by the new Freedom Grant and an issue funding the staff that you would like**

[2] It should be noted that the investigation being conducted by MDPD is something that ATS has been aware of for over two years, since it was ATS that reported this incident. To date, ATS has fully cooperated with MDPD detectives, and has delivered numerous bankers' boxes of documents to MDPD, to assist in its investigation.

to keep from the Medicaid group <u>and this amount could be used to solve these problems</u>. (Emphasis added)

The public records demonstrate that one of the stated purposes for this assessment violates the terms of the Contract, and well-established Florida law. Respectfully, liquidated damages are meant to compensate a party for damages actually incurred, and are specific to the Contract at issue. The "revenue/expenditure gap" that may have been created by the new Freedom Grant, or the budget shortfall to fund staff that is no longer employed in managing an unrelated contract, is not a proper purpose or justification for the imposition of liquidated damages.

In summary, to date the County has failed in its responsibility at law and under the terms of the underlying Contract to demonstrate that it has suffered any compensable damages over and above the amount of full and voluntary restitution provided by ATS.

C) The timing of MDT's correspondence raises serious issues regarding MDT's documented efforts to disadvantage ATS in the upcoming RFP process.

As stated above, the incidents that have given rise to these investigations and audits occurred almost 2 ½ years ago, as a result of **ATS' diligence in uncovering fraud by some rogue employees**. Indeed, it is ironic to note that were it not for ATS' prompt, responsible, and honest handling of this manner, it would not be in this position today. Despite the fact that ATS promptly reported these issues to MDT, and forwarded all the evidence gathered to the Miami-Dade Police Department in a timely manner, the former Contract Manager raised the potential of assessment of liquidated damages approximately 2 years ago. At that time, ATS had preliminary discussions with the County in which it amply demonstrated that there was no cause at law or in fact to impose liquidated damages. The issue did not resurface until your correspondence of December 9, 2009.

Frankly, it is hard to believe that MDT's internal audit division has taken over two years to "investigate" this matter. Any prompt and responsible audit and/or investigation of these issues would, and should have been concluded long ago. At that time, if the County had chosen to proceed with an imposition of liquidated damages, and provided reasonable due process opportunities to defend and appeal said imposition, this matter could have been resolved long before the new RFP was advertised. Yet, MDT has carefully timed its letter announcing its intent to impose liquidated damages in order to have this matter pending **after the RFP was advertised.** Accounting for the time in which the County (by Contract) must provide an opportunity to review and discuss these issues, and assuming thereafter that the County proceeds in its unlawful imposition of liquidated damages thereby prompting an appeal, this issue will be an unresolved "dark cloud" over ATS during the evaluation phase of the RFP.

Respectfully, hardly anyone apprised of these facts would conclude that the timing of the intent to impose liquidated damages was purely coincidental. Indeed, together with the other evidence that ATS has gathered to date regarding active steps taken by MDT to insure that ATS is not successful in the upcoming RFP, ATS respectfully submits that your December 9th correspondence provides a significant link in a chain of evidence of arbitrary and capricious

conduct in a procurement process. In that regard, the evidence ATS has gathered to date includes statements made by high-ranking MDT officials to the County Manager, Assistant County Manager, and Mayor's Office, as well as Commissioners, to the effect that the ongoing MDPD criminal investigation, **which was prompted by ATS self-reporting the incidents described above**, will produce "many arrests" in the near future. The implication made by MDT is that ATS, the service provider companies, and/or its principals may be subject to criminal liability. **This is simply not true.** In fact, as amply documented, ATS has continued to work with MDPD in providing thousands of documents to assist it in its investigation of rogue dispatcher and two drivers. To be clear, the information it has provided to date indicates that there is a significant possibility that arrests will be made in the near future of several drivers, **but there is no credible evidence whatsoever that ATS, the provider(s) or companies, or its principals are the subject of any criminal investigation or potential indictment.**

In summary, ATS respectfully submits that MDT personnel have irresponsibly disseminated statements insinuating the contrary in an effort to disadvantage and prejudice ATS, and to deflect attention from its significant shortcomings in the administration of this Contract.

D) MDT has failed in its responsibilities to administer the Contract and provide safeguards which it was obligated to implement.

As you know, the RFP for the Contract currently being served by ATS, and its accompanying documents, envisioned a requirement for ATS to provide trip verification monitoring, in which it would randomly check 10 percent of the trips by contacting clients, medical centers, etc. to verify that the trips were in fact taken. Subsequent thereto, MDT insisted on re-negotiating that clause, and obtaining a monetary credit from ATS, alleging that MDT would be providing that verification function, thereby obviating the need for ATS to provide this service. ATS agreed to reduce its fee accordingly, relying on MDT's representations that it would provide this important function. Apparently, MDT simply pocketed the money, and failed to provide this necessary service.

Additionally, the RFP initially set forth that MDT would be purchasing GPS and "Smart Card" equipment to install in all service provider vehicles. This equipment would significantly reduce the possibility of driver fraud, and provide an easily verifiable and auditable system for trip verification. As you know, if this system had been implemented, certified riders would be issued smart cards that would be swiped on the equipment at time of boarding the vehicle and exiting the vehicle. This equipment, together with the GPS functionality, would provide an undisputable record of when and where the client was picked up and dropped off, obviating the need for cumbersome paper manifests to document this activity.

Subsequent to implementation of the Contract, the County reneged on its commitment to provide this equipment. On many occasions, ATS offered to purchase and install this equipment at its own cost in exchange for a reasonable period of time to amortize this investment which was estimated at over $2 million. MDT ignored those offers.

Had the County complied with its Contractual obligations to purchase and install this equipment, and/or complied with its obligations to conduct appropriate trip verification, the

potential of the type of fraudulent activity that has occurred as a result of a few rogue employees would have been minimized or obviated.

Belatedly, after being soundly criticized in its practices by internal staff, as well as the Miami-Dade Police Department, ATS respectfully submits that MDT is seeking to deflect attention from its failure to properly implement the Contractual provisions through this unlawful attempt to impose liquidated damages on a Company that promptly discovered improper activities among a few rogue employees, self-reported same, fully reimbursed the County, and informed appropriate law enforcement authorities. ATS respectfully submits that MDT's conduct in this regard is, at best, unconscionable.

IV. THE IMPOSITION OF LIQUIDATED DAMAGES IS CONTRARY TO COMMON SENSE AND PUBLIC POLICY IN LIGHT OF THE FACTS AND CIRCUMSTANCES OF THIS CASE.

All too often, we read reports in the media of vendors that have short-changed a government entity or engaged in willful and illegal conduct to defrauding the taxpayer. Usually, this misconduct is discovered by the public agency or an investigative/law enforcement agency. Often times, recovery of the unlawfully converted funds is difficult, and requires additional expenditures of public dollars.

Respectfully, this case is a textbook example of how a responsible vendor should act when it discovers misconduct by any of its employees. Indeed, it is highly doubtful that these questioned trips would have *ever* been discovered by the County, especially in light of MDT's failure to maintain its commitment to provide trip verification functions. The fact that this issue was brought to the public light, is a direct result of the proactive and ethical manner in which ATS managers and principals addressed the situation. ATS didn't just provide "prompt and full reimbursement to the County", it also invested its own funds and resources in hiring independent investigators to document the incident, and obtain admissions from the employees in question. In effect, it delivered a prosecutable case to the Miami-Dade Police Department on a silver platter!

From the public policy perspective, imposing the outrageous penalty of over a million dollars against a Company that self-reported these incidents and voluntarily reimbursed the County for all losses, sets a horrible precedent. In the future, vendors will be very aware of the fact that if they are in similar circumstances and discover unethical, fraudulent, and/or illegal activity by its employees, they too will suffer a serious penalty. In regard to the principals of ATS and its service provider companies, this conduct may also constitute a violation of Florida Statute 122.3187. ATS respectfully submits that this arbitrary and capricious conduct may create a strong incentive for other vendors to simply "cover-up" any similar incidents that may occur in their contractual relationship with the County.

It is axiomatic that positive reinforcement encourages the underlying behavior and negative reinforcement minimizes the possibility of its reoccurrence. The County's negative and punitive actions against ATS in these circumstances are not only unjust and unlawful, but also

contrary to the County's own interests, and its policy to promote honesty and integrity in government contracting.

V. RESERVATION OF RIGHTS

There are several other legal defects in the County's announced assessment of liquidated damages, including the fact that many of these trips, going back to 2004, are not part of the instant Contract. The County is well aware of this fact, since ATS provided an Excel spreadsheet detailing every trip for which reimbursement was made. ATS firmly believes that this matter can be amicably resolved through the opportunity provided by Section 21.4 of the Contract to "review and discuss all proposed liquidated damages with the County, prior to final assessment of liquidated damages". Nevertheless, in the event that this matter is not resolved through that process, ATS reserves the right to file its appeal with additional evidence and legal arguments, and take other legal action as may be necessary.

We welcome the opportunity to meet with you personally to discuss these issues and resolve the matter at your earliest convenience.

Sincerely,

Miguel De Grandy

cc: Clerk of the Board
Bruce Libhaber, Esq.
David Naiditch
Ray Gonzalez
The Honorable Carlos Alvarez, Mayor
The Honorable Board of County Commissioners

MIAMI-DADE

Carlos Alvarez, Mayor

Transit
701 NW 1st Court • Suite 1700
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miamidade.gov

January 5, 2010

Miguel De Grandy, P.A.
Douglas Entrance
800 Douglas Road, Suite 850
Coral Gables, Florida 33134

Reference: Letter Dated December 23, 2009

Dear Mr. De Grandy:

Pursuant to you your request, attached please find a copy of the draft Miami-Dade Transit Internal Audit of STS detailing the rationale for assessing liquidated damages.

As you requested, a meeting will be scheduled to discuss the issues. Please provide the name of your contact person to schedule the meeting.

Please consider this Miami-Dade Transit's further notification of our intent to collect liquidated damages as stated in my letter to David Naiditch dated December 9, 2009.

Sincerely,

Hugh W. Chen, P.E.
Deputy Director
MDT Operations

Attachment

c: Ysela Llort, Assistant County Manager
Harpal Kapoor, Director, Miami-Dade Transit
Bruce Libhaber, Assistant County Attorney
Michael Doleman, Supervisor, MDT Internal Audit

MIGUEL DE GRANDY P.A.

ATTORNEYS AT LAW

January 19, 2010

Hugh Chen, P.E. Deputy Director of Operations
Miami-Dade Transit Agency
Overtown Transit Village
701 NW 1st Court, Suite 1700
Miami, FL 33136-3912

Sent Via Facsimile & U.S. Mail
(786) 469-5584

Re: Letter dated January 5, 2010

Dear Mr. Chen:

This letter is in response to your one-page correspondence dated January 5, 2010, with an attached Draft Miami-Dade Transit Internal Audit bearing a date on the front page of January 7, 2010, which was postmarked on January 12, 2010, and received at this office on January 14, 2010. In said correspondence, you assert that the attached Audit details "the rationale for assessing liquidated damages".

In said correspondence, you also recede from your initial intent to assess liquidated damages without complying with the process set forth in the Contract, and accede to ATS' request that you comply with contractual provisions which requires a meeting to discuss these issues prior to imposition of liquidated damages. You also request that ATS inform you of its contact person to coordinate this meeting. Please be advised that I represent Advanced Transportation Solutions (ATS) on legal matters related to these issues, and as such, I am the contact person to schedule any meetings in this regard.

ATS is disappointed, but not surprised that MDT is still proceeding with its unlawful attempt to impose punitive (non-compensatory) liquidated damages; particularly, in light of the flimsy evidence upon which it relies. As you know, MDT's Contract Manager and Division Director for STS Para-transit Services has characterized this Audit as "clearly unfinished, unsigned, contain(ing) numerous typos, human errors, and statements that are just plain wrong." The former Assistant Director of MDT, now retired, has characterized it as follows: "The draft Audit is full of speculations, unsubstantiated allegations, innuendo and falsehood, and fact-finding has gotten lost in this process."

We are also aware, through the partial public records that MDT has chosen to produce to date pursuant to our several requests under Florida Statute 119 that the County Attorney's Office on more than one occasion, when asked, has specifically opined that portions of this Audit brought to the County Attorney's Office attention are legally unsupportable. Nevertheless, we welcome the opportunity to discuss this unenlightened document.

In terms of your announced intent to proceed with the imposition of liquidated damages, kindly refer to Section II of my correspondence of December 23, 2009 to you. In said correspondence we advised you that:

> "At a minimum, in order to satisfy basic due process requirements, the County must provide **in its correspondence seeking to impose liquidated damages** a copy of the internal audit upon which MDTA is relying on and *specific information, including times and dates regarding the 11,806 trips* which, according to your correspondence MDT's internal audit division has 'identified'." (emphasis supplied)

Your letter dated January 5, 2010 only contains the draft Audit referenced above as an attachment. There is no information provided regarding the specific 11,806 trips, including times and dates, or information in the possession of the County as to each said trip which indicated that it is fraudulent. Further, there is no information provided which would indicate the compensatory (as opposed to the punitive) nature of this proposed imposition of liquidated damages.

We reiterate our position that until such information has been provided, thereby providing fair and adequate notice to ATS, imposition of liquidated damages would violate basic due process principles of law, as well as Contractual provisions, and Florida case law which limits the imposition of liquidated damages to be employed only for compensatory purposes.

Feel free to call me at you convenience to arrange a meeting in this regard.

Sincerely,

Miguel De Grandy

cc: Ysela Llort, Assistant County Manager
Harpol Kapoor, Director, Miami-Dade Transit
Bruce Libhaber, Assistant County Attorney.
Christopher Mazzella, Office of Inspector General
Clerk of the Board

From: Miguel De Grandy [mailto:mad@degrandylaw.com]
Sent: Wednesday, January 20, 2010 5:06 PM
To: 'Libhaber, Bruce (CAO)'
Subject: LIQUIDATED DAMAGES MEETING WITH ATS
Importance: High

Bruce,

I got a call from Hugh Chen's office seeking to set a meeting with ATS regarding the issue of Liquidated damages for Monday, January 25, 2010 at 9am., To date we have only received from the county a copy of a draft audit dated 1/07/10. Despite our repeated requests, no listing has been provided as to the specific trips (time and date) upon which liquidated damages will be assessed and no information has been provided regarding the compensatory nature of the imposition. (The contract clearly states that liquidated damages are to be compensatory, not punitive).

Section 21.4 of the contract states that:

The assessment of liquidated damages will not delay payments; however, the CONTRACTOR shall have the right **to review** and discuss all proposed liquidated damages with the COUNTY **prior to final assessment of liquidated damages**. Appeal of liquidated damage charges deducted from a payment must be presented in writing to the COUNTY within fourteen (14) days of the COUNTY'S check date. (Emphasis added)

To date Miami-Dade County has not provided the information that would allow ATS "to review" much less "discuss" all proposed liquidated damages. I've left you a couple of phone messages today on this issue. I know you're busy but I need to discuss this with you as soon as possible.

I'll be in my office until at least 8pm today at 305-444-7737. My portable is 305-562-4439.

Nicholas Mazorra

From: Miguel De Grandy
Sent: Friday, February 12, 2010 10:03 AM
To: Nicholas Mazorra
Subject: FW: LIQUIDATED DAMAGES MEETING WITH ATS

Importance: High

From: Miguel De Grandy
Sent: Thursday, January 21, 2010 5:31 PM
To: Libhaber, Bruce (CAO)
Subject: FW: LIQUIDATED DAMAGES MEETING WITH ATS
Importance: High

Bruce,

Thank you for taking the time to meet with me today at the County Commission. As we discussed, (and as set forth in my email to you yesterday, below) Hugh Chen's Secretary called me yesterday to set up a Monday, 9am meeting on the issue of liquidated Damages. I tried to contact you on this issue before I responded to Hugh Chen's telephone message.

As I explained to you, we have not received from the County any listing of the 11,806 trips which MDT is claiming to be fraudulent and require an assessment of liquidated damages. We have also not received any information regarding actual damages incurred by the County that would make this imposition of Liquidated Damages compensatory in nature (as opposed to punitive).

The instant email confirms that you advised me that you would be meeting with Hugh Chen to obtain the information requested and provide it to me. As we discussed, in the event that MDT does not have an actual list of these 11,806 trips, but is merely making an extrapolation or "guesstimate", this should be stated in writing with an explanation of the theory of how this figure was arrived at. In any case, the information regarding the compensatory nature of the imposition should be provided based on the clear contractual mandate that any Liquidated Damages must be compensatory, and not punitive in nature.

Finally, this will confirm that I informed you that I would not be available Monday morning, but can be available later in the week once I have had the opportunity to review the information that MDT provides in this regard. You confirmed that you would relay the above to Mr. Chen and seek to have this proposed meeting rescheduled.

I thank you again for you diligence and professionalism in this regard.

Miguel De Grandy

Memorandum

MIAMI-DADE COUNTY

Date: February 17, 2010

To: Honorable Chairman Dennis C. Moss and Members
Board of County Commissioners

February 18, 2010

Supplement to
Agenda Item No. 801D

From: George M. Burgess
County Manager

Subject: Supplemental Information Requested at the February 10, 2010 Transit, Infrastructure and Roads Committee Meeting Regarding Special Transportation Services

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This report responds to requests made at the February 10, 2010 Transit, Infrastructure and Roads Committee (TIRC) meeting for information pertaining to the Special Transportation Services (STS) investigation and timelines, procurement processes, and call center.

TIMELINE AND INVESTIGATION

Please find attached the paratransit investigation chronology (Attachment I). The chronology clearly indicates that actions related to the Miami-Dade Transit (MDT) Internal Audit investigation preceded all other reporting and subsequent investigations. Regardless, our concerns regarding STS are based on the investigative work of the Public Corruption unit of the Miami-Dade Police Department (MDPD) and not any audit work by MDT.

MDT Audit

ATS reported 7,507 trips as fraudulent on August 13, 2007, at an estimated value of $232,872. The trips were associated with three employees who were subsequently terminated by ATS. However, further investigation by MDT revealed that this reporting did not go far enough. Attachment 2 illustrates the findings of the MDT internal audit, which covered a three (3) week period from May 6, 2007 through May 26, 2007. The audit indicates that additional trips associated with these three employees alone moved the fraudulent trip total up to 10,202 trips. The additional trips were related to similar run numbers and similar addresses which were devoid of drivers' names. Further, MDT discovered through its field investigation unit that 921 trips were associated with a driver who admitted that he had not driven the client. The driver, Alex Pereda, was arrested by the MDPD on January 13, 2010. MDT also discovered that the County was billed for 683 trips associated with a County run organization through the Department of Human Services (DHS) where day care activities were provided. The attendance records showed that MDT was billed for trips taken on days where the DHS' attendance records revealed the individuals were absent. In sum, the audit finds $1,063,625.33 due to MDT. Please note that this amount includes liquidated damages associated with fraudulent trips –both for those that were self reported and those that were uncovered through the audit. Liquidated damages beyond the actual trip fees are specified in the contract as due to MDT in instances of fraudulent trip billings. ATS has disputed MDT's ability to assess liquidated damages for the self-reported trips and is in the process of appealing all findings. MDT continues its review of manifests and is in communication with ATS regarding additional irregularities. This is an ongoing process and ATS will be afforded the contractually prescribed appeal for each finding. To date, over thirty service provider drivers, including the fifteen arrested by MDPD, have been terminated because of fraudulent trip activity.

MDPD Investigation

In August 2007, the MDPD Public Corruption Investigations Bureau (PCIB) initiated an investigation into fraudulent activity associated with the County's STS Program. The investigation covered the time period of March 2004 through August 2008. The two principal aspects of the fraud are summarized below; for further information please refer to the attached Comprehensive Summary of the Affidavit In Support Of Arrest Warrant – STS Investigation. (Attachment 3)

One aspect of the fraud involved Defendant Tesla Narvaez-Waidner, who was employed as a supervisor with ATS and who, because of her supervisory position, had nearly unrestricted access to the County's Trapeze system. It was revealed that Defendant Tesla Narvaez-Waidner accessed the Trapeze system utilizing her own unique user name and password to create, modify and edit computer records of persons eligible for STS transportation services, and then she subsequently assigned these fraudulent trips to STS drivers engaging in the scheme to defraud. Because she held a supervisory position with ATS, she had a unique ability to

Exhibit
2-18-10 BCC
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create and modify rider's trips and to edit rider's profiles, including changing their addresses and phone numbers, which was an ability not available to STS drivers, thus making Defendant Narvaez-Waidner an integral person in this fraudulent scheme.

Defendant Narvaez-Waidner admitted to conspiring with and booking fraudulent trips on behalf of ATS driver Uriel Grajales. According to Defendant Narvaez-Waidner, Defendant Grajales would not collect the $2.50 STS service fee per passenger as required by the County and the Contract. Instead he received $9.50 per person, paid to the driver as wages by ATS, who would then bill the County $32.18 for each trip shown on the transportation manifest.

Defendant Narvaez-Waidner also admitted that she received money from ATS driver Carnot Montout in return for her booking fraudulent trips. She later recanted her statement and said the monies paid to her by Super Nice driver, Defendant Carnot Montout was a loan. This aspect of the fraud led to the repayment of $232,871.92 to the County by ATS and represented 7,507 false trips created by Defendant Narvaez-Waidner.

The second aspect of the fraud involved thirteen other defendants who falsely alleged through transportation manifests that they performed STS service trips. Furthermore, they signed a statement on the transportation vouchers indicating that all of the signatures were valid and made entries on documents that the rider(s) were transported, when in fact they were not. Additionally, the defendants uttered documents with fraudulent signatures. In each case, either the alleged rider or their respective caretaker provided formal statements under oath, that they did not authorize any STS transportation or utilize the STS system during the dates and times alleged on the transportation manifests. This aspect of the fraud totaled $7,832.05 and covered 249 additional trips.

Questions arose at TIRC regarding the specifics around charges regarding a dead driver. During the period of October 9, 2006, through April 10, 2007, former ATS driver, Uriel Grajales, performed over 2,204 trips and submitted manifests under the name and hack license of Angel Santana. Santana was also a former driver of ATS who died on October 6, 2006. The MDPD investigation, which included driver manifest review, digital evidence review and subject and witness interviews revealed that of the trips Grajales submitted manifests for in the name of Santana, approximately one hundred and twelve (112) of the trips were determined to be fraudulent, and were not performed at all.

It is important to keep in mind that while the MDPD arrest affidavit cites only a subset of trips (3,593 representing approximately $113,000 –see Attachment 4) for prosecution, that arrest warrant is limited by criminally actionable instances of fraud. The criminal burden of proof limits the numbers contained in the arrest affidavit, but does not diminish the contractual and administrative obligations of the provider to MDT. Whereas MDPD may not have been able to press charges on all instances of manifest irregularities, contract requirements mandate damages in such instances. Even if not criminal in nature, at the very least there was a high degree of negligence with respect to contractually required compliance and reporting obligations. Aside from the fraudulent trips identified in the Affidavit In Support Of Arrest Warrant, thousands of more trips were identified as questionable by MDPD. In many cases driver manifests did not have a driver listed, the Trapeze system listed hundreds of trips whereby detectives could not locate hard copies to back them up, and other trips were listed in the Trapeze system without an assigned driver. It is important to note that the scope of MDPD's investigation was significantly curtailed by ATS' request for $151,000 in reproduction fees – these are fees for records that by contract should have been in the possession of Miami-Dade County. MDT paid approximately $6,000 in reproduction fees related to the above cited charges in order to facilitate the investigation.

PROCUREMENT PROCESSES

Request for Proposals No. 709

As you may recall, Request for Proposals No. 709 (RFP No. 709) was the long term replacement contract for paratransit services that was released on December 2, 2009 after vetting by the Board at the June 16, 2009 TIRC STS Workshop, through my memorandum of October 16, 2009 which addressed concerns raised at the

workshop, and via staff briefings prior to the advertisement of the RFP. This RFP will continue to be the vehicle through which the County obtains a long-term replacement contract for the provision of paratransit services. When staff was directed to work on a short-term emergency solicitation, RFP No. 709 was placed on hold via an addendum that postponed the proposal due dates until further notice. However, the system used to put solicitations on the County's website requires a date to be entered in order for a solicitation to remain posted. Hence, while the December 31, 2010 due date currently appears on line, this was entered only to keep the solicitation available to the public and can be easily altered via addendum. As discussed at last week's TIRC meeting, the County intends to award the RFP by June 2010 and a new solicitation due date for RFP 709 was issued on February 16, 2010 for March 5, 2010.

Emergency Solicitation Process
It is important to note that at no time was an Invitation to Bid (ITB) issued or even contemplated for the provision of paratransit services. The administration did issue an emergency Invitation to Submit Proposals on December 28, 2009, however, this process is virtually identical to that of a traditional RFP in that it maintains a qualitative assessment of the proposals and is not driven by price considerations. As you are aware, the emergency solicitation was issued at the time due to the alarming nature of the alleged criminal activities, and due to the fact that the extent of said activities were not and are still not fully known. Staff was directed to explore options with potential vendors beyond the current contractor for transition of services on March 22, 2010. Department of Procurement Management (DPM) staff engaged in extensive market research of available service providers, and analyzed in detail the capacity and availability of fourteen firms nationwide including:

- Minority Mobile System
- Handi-Van, Inc.
- AAA Wheelchair Wagon Service, Inc.
- Village Car Service, Inc.
- Support Management, Inc.
- Allied Medical Transportation, Inc.
- Areawide County on Aging of Broward County inc.
- Lucanus Development Center
- M&T Transportation, Inc.
- Medex Transport, Inc.
- LogistiCare, LLC
- First Transit, Inc.
- MV Transportation, Inc.
- Veolia Transportation (this firm did not respond to queries)

Their research included, among other things, vendor interest, experience, resources and ability to provide the required level of service in a short period of time. Staff also contacted another company, Inktel, who was recently awarded a contract by Broward County to manage the call center function.

Based on this research, three vendors emerged as having the capacity to provide the services within a compressed timeframe including LogistiCare, LLC, First Transit, Inc., and MV Transportation, Inc. These three firms were sent another set of questions with various scenarios for startup by the required date. On December 18, 2009, market research, experience and capacity related interviews were conducted with the three firms by staff members from DPM, Miami-Dade Transit (MDT) and the Government Information Center (GIC). A series of questions were posed regarding their plans for acquisition/leasing of vehicles, hire of drivers, subcontracting with other providers, setup of facility for scheduling/dispatch, technologies to be used for verification of trips and billing accuracy, experience with STS specific customer care, and emergency situations/natural disasters.

In-House Alternatives
Concurrently, staff also explored the County's ability to perform all or part of these services through its own forces. The assessment included availability of fleet via the General Services Administration (GSA)

countywide; redeployment of existing personnel at MDT and other departments; recall of recently separated employees with the assistance of the Human Resources Department (HRD); opportunities for expedited chauffeur licensing and training through the Consumer Services Department (CSD); and alternatives for assumption of selected service elements such as operation of the customer call center through the GIC, which entailed assumption of reservation functions and trip scheduling through the use of Trapeze software.

However, this review concluded that an insufficient number of vehicles were currently available for deployment without significantly impacting other County operations; redeployment of existing personnel was similarly impossible without considerable service impacts; recall of separated employees brought significant challenges and unknowns regarding ability and willingness to undergo needed training for required licenses, specialized equipment usage, and, most importantly, interaction with a vulnerable special needs client population. It was soon apparent that the only practicable alternative was to continue a contracting arrangement for the provision of STS, with the institution of certain oversight safeguards, key to which was the County's assumption of the intake of paratransit service calls.

Invitation to Submit Proposals No. 714
On December 28, 2009, the emergency Invitation to Submit Proposals No. 714 was issued to the three firms. This solicitation mirrored the one reviewed by the Board for the long term RFP No. 709 with the exception of the call center. Proposals were received from each firm on January 4, 2010 and from January 5, through January 7, 2010, proposals were reviewed by staff members from MDT, DPM, GIC, the Consumer Services Department (CSD) and the County Attorney's Office (CAO). Staff completed its review of the proposals submitted following the guidelines published in the solicitation. The experience of the firms with STS client operations and technical aspects were carefully reviewed in detail by the cross-departmental staff in combination with the price proposals, pricing assumptions and other terms affecting price in order to evaluate which proposal provided the best value to ensure smooth transition and continuity of service.

Staff determined that MV Transportation, Inc. and First Transit, Inc. both demonstrated in their offers an understanding of STS customer service needs, experience, capacity to purchase/subcontract vehicles and staff, and establish a local facility to provide STS services with the rapid transition needed to commence service by March 22, 2010. Both proposers provided innovative solutions to improve accessibility, integrity and accuracy of data and included tools as part of their proposals that would allow the County to review real-time data regarding performance by providing County staff direct access to instant data and offered solutions needed by the County to implement an interim contract in an efficient and effective manner. Staff conducted comprehensive responsibility reviews of both firms, including financial capacity, and concluded that both firms were responsible. Numerous references were checked with past and present government clients, including review of company reports from Dun & Bradstreet and Public Access to Court Electronic Records. The Miami-Dade Police Department (MDPD) performed background checks on the companies' principals, key personnel, and the principals of their proposed subcontractors. Staff also searched the internet for relevant information which could affect the performance of the required services.

Based on the strength of the innovative information technology tools and the value of the reporting features included in its proposed price, in addition to the capacity and experience verified by staff, negotiations were initiated with MV Transportation, Inc. However, the vendor and County were unable to reach agreement. Negotiations were then initiated with First Transit, Inc. The vendor and County were able to reach agreement on a contract, however, the offer was contingent upon issuance of Notice to Proceed (NTP) by February 5, 2010 to allow adequate time to the vendor to purchase vehicles/equipment, hire drivers, and set up the future facility. This timing could not be reconciled with Board meeting dates for contract approval and hence, the NTP was never issued by the County.

Closeout of Emergency Process
As noted above, the emergency solicitation process did not result in an award recommendation. If the Board approves the six month extension with the incumbent vendor on February 18, 2010, the three vendors that participated in the emergency Invitation to Submit Proposals No 714 will be officially notified that the County is not considering this emergency option. The emergency solicitation process conformed to, and exceeded the County policy regarding emergency procurement procedures. As you are aware, the County Code

requires that emergency actions valued over $100,000 be subject to a Committee review and Board ratification.

Addenda to RFP No. 709
The County will issue an addendum to all vendors enrolled in the commodities that cover paratransit services and to all vendors who originally downloaded the solicitation. Vendors can also view addenda via the website. As can be expected, the County learned much from the emergency solicitation process and the extensive market research that accompanied it. Aside from posting a new due date for proposals, future addenda for a restated RFP No. 709 will include expectations for accountability, integration, and handling of trip booking, among other issues. No other RFP for paratransit services will be issued and the solicitation will continue as RFP No. 709 with no change to the RFP number.

RFP Versus ITB Process
Because contracting for paratransit services requires a qualitative assessment of a proposer's ability to successfully perform complex service responsibilities, an ITB procurement method is not advisable. STS demands an acceptable level of on-time trip performance, driver and vehicle standards, technologies in place to verify trips taken, use of the Trapeze software, provision of paratransit services on a 24/7 basis, accurate billing, and capacity in dealing with emergency situations or natural disasters, among other issues. Because the award of a contract using an ITB procurement is based solely on price, and the scope of service has to be precisely prescribed, an ITB process does not lend itself to the assessment required to identify the most qualified proposer for paratransit services.

- No qualitative assessment of the service a bidder is offering can be considered.
- No evaluation of experience to determine a bidder's level of knowledge and understanding of the services requested.
- No value assessment is conducted to consider the prices offered relative to the quality of services offered.
- No opportunity is provided to negotiate the approach to add enhancements to the services.
- No opportunity is provided to obtain cost savings that are traditionally uncovered through negotiations.
- No negotiations are afforded on the transition of service for improvements in coordination and to ensure the smoothest transition.
- No evaluation of various pricing models leaves out an opportunity to consider cost savings for the County.
- No evaluation of different technology tools and innovative solutions limits the opportunity for improvements in the accessibility, integrity, and accuracy of data.

On account of the unique clients serviced, as well as the multifaceted functions and responsibilities to be provided in support of STS services, allowing the lowest bidder as the determining factor for award severely limits awarding a contract to provide the best quality of service to the riders as well as the best value to the County. In contrast, the RFP method allows:

- A qualitative assessment for consideration of technical aspects such as the proposer's expertise, qualification of key personnel, and innovative solutions of the service a proposer is offering to be considered.
- Evaluation of experience for determination of a proposer with the necessary level of knowledge and understanding of the services requested.
- A value assessment to consider the prices offered relative to the quality of services offered.
- An opportunity to negotiate the proposer's planned approach in order to add enhancements to the services.
- An opportunity to obtain cost savings through negotiations.
- Negotiations on the proposer's transition of service plan for improvements in coordination and to ensure the smoothest transition. This is of critical importance to a contract for paratransit services due to the necessary 90-120 day transition required to a new vendor or to an enhanced system involving an incumbent vendor (with the modern technology, data verification and integrity tools).
- Evaluation of various pricing models to consider cost savings for the County.

- Evaluation of different technology tools and innovative solutions provides the opportunity for improvements in the accessibility, integrity, and accuracy of data.
- An essential opportunity to review and evaluate the awarded vendor's capitalization capacity and planning to ensure vehicles can be purchased/leased and maintained according to county and state requirements to meet the needs of the riders.

Without the benefit of negotiations, especially a proposer's plan for transition and approach to providing the service and customer care for this special client population; and no evaluation of experience, technological solutions, and assessment of pricing models; the County may end up with a contract that does not offer the very best value in terms of quality service and cost. Add to this the increased likelihood of system failures, unreliable service, lack of accurate data, and overall accountability and integrity monitoring for appropriate contract management responsibilities by Transit staff and the vendor. Soliciting for these services through an RFP process will allow the opportunity to establish a contract that genuinely offers the best value to the County, and includes appropriate safeguards to ensure quality client care and accuracy of billing and reporting.

CALL CENTER

As a result of the investigation, it was the strong recommendation of MDPD that the County assume responsibility for the call center. Lack of control over the call center was a key weak link that enabled the fraud. As the point of entry for service requests, control of the call center translates to control of manifest contents. It was the examination of manifests and irregularities with same that uncovered the fraud and resulted in the arrests. Removal of the call center from the vendor inserts an essential safeguard into future billings since the County would be the gatekeeper for all service provided to the riders.

Operations and Staffing

It is important to note that independently managed call centers are common in the paratransit business, and management outside of the service provider does not result in scheduling or dispatching disruptions. The County's current business plan for operation of the call center is essentially identical to that currently employed by ATS. ATS does not currently perform any scheduling or dispatching functions. ATS accepts trip request and enters all required information using the County's Trapeze software; depending on the zip code, the trip requests are assigned to one of four subcontracted providers who in turn perform their own scheduling functions. The County's proposed process and call center support function, as agreed to by ATS in its executed 6 month modification, will not differ. After 5pm when the call center phone lines close, schedulers from the respective subcontracted providers will continue to go into the Trapeze System as they do today, and build the next day's service schedule. Early the next morning, subcontractors begin their dispatching, and service will continue to be carried out each day.

While there may be a slight learning curve for the County call center staff, no noticeable disruption is anticipated for clients. The entire call taking process will continue as it does today using the Trapeze software. The critical element in bringing this function in-house is reduced exposure for the County and a significant and essential increase in accountability, and checks and balances to ensure integrity, and accurate billing and payments. County call center staffs are trained call specialists with 311, a service that has received accolades since its inception in this County. Our call specialists are problem solvers, information takers and givers, customer care specialists, and are computer proficient, and are able to handle calls in Spanish, Creole and English –all skills that will translate effectively to meet the needs of Paratransit clients. In addition, these employees have already been or will be trained prior to launch of the call center in MDT's STS Program Policies; Understanding the ADA Paratransit Services 49 CFR Section 27, 37, 38; Trapeze Application Training (PASS and COM); sensitivity training coordinated through the Office of ADA Coordination; and additional customer service training. It is important to stress that the STS call takers will be a fully autonomous stand-alone call center and will <u>not</u> handle any 311 calls.

To date, the County has filled 39 positions in its preparation for the call center takeover. Half of the call specialists are bilingual, offering service in English, Spanish and Haitian Creole. In keeping with current practice, this was a County-only recruitment aimed at keeping jobs within the County for the benefit of employees that have been affected by recent budget adjustments. Specifically, 12 employees were transferred from 311 (including one employee with a disability), 18 were hired from other departments, 1 was pipelined, 5 were recalled (had been previously laid off), 1 was restored from a demotion resulting from bumping, and 2 were assigned from GIC's management team. Three of these individuals have specific paratransit services experience.

There may be opportunities to bring in employees that would be displaced from ATS, as the County envisioned the hire of another 15 temporary positions to facilitate the transition, and it is possible that these could be treated as permanent. This recruitment was planned to be an open and competitive process seeking individual with industry specific experience. As in any employment process, there is no guarantee that these hires would come from ATS, but one would expect that such employees would compare favorably given their experience. Questions have also been raised regarding representation of these employees of the special needs population. Please note there is no way to identify from the applicants if they are disabled unless they specifically indicate it. Regardless of the make-up of individual staff, rest assured that every measure has been taken to ensure that the call center is able to meet the unique needs of this client population in regard to customer care and technology, and can effectively respond to the needs of the disabled community. The County call center will have all the features of the incumbent provider's -if not more- since its capacities would be enhanced by the countywide experience and capacity of the 311 backbone.

Data Reliability
Another important element of the County's performance of the call-taking function will impact the future solicitation for a permanent replacement contractor. During the negotiations for the emergency Invitation to Submit Proposals No. 714, questions arose from vendors regarding the accuracy of MDT's trip demand data. This information currently originates entirely with the incumbent and is based on ATS's call center records. MDPD's investigation made it clear that this trip data was unreliable, particularly if one extrapolates the fraud levels of the discreet period under investigation throughout the rest of the contract term. Needless to say, while these numbers were alarming for the County, questions regarding trip data were a concern to new vendors since this historical data was reported by the incumbent and may have been inflated due to the fraudulent activity. Concerns were voiced over potential investment in what could prove to be excessive levels of capital (particularly excess vehicles). These numbers were considered key to effectively deploying a business model that would help support the number of required rides and arrive at a viable contract. In fact, the County was forced to come up with a sliding scale of charges based on trip demand due to the uncertainty of this data. Control of the call center over the next few months will provide the County with much more reliable trip data for the pending negotiations for RFP 709, and a stronger bargaining position with potential vendors.

Cost
While the price tag for County control of the call center is estimated at over $2 million annually as described in Attachment 5, this figure does not take into account the credit due to the County for operation of the call center. Per the contract, a $0.56 per trip credit is to be deducted from the per trip fare for each ride. Although full costs of operating the ATS call center were not made available to the County, based on the labor costs provided by ATS for the call center function of $1.1 million (only includes agents and two front line supervisors), the proposed contractual credit of .56 cents per trip does not cover the costs of the call center operation. This amount will not offset the County's entire cost but when combined with the probable savings from insuring all service calls are legitimate and the exclusion of costs related to this function in future proposals, providing this function in-house should more than pay for itself. Nevertheless, issues of accountability make the County run call center a key feature of the recommendation to extend with the current provider or to contract with any other STS provider. It is important to note that trip activity has declined by approximately 60,000 trips annually since the start of the MDT audit. This reduction has occurred despite the fact that the total number of subscribers has gone up over the same period. Staff estimates that a reduction in total trips of 50,000 annually would offset the cost of the County call center in its entirety. Regardless of cost, this internal control is essential to better ensure all payments for STS trips are legitimate.

CONCLUSION

We have learned much about the paratransit industry over the past few months, a knowledge that I hope will ultimately make this County an even better provider for STS client needs; a provider of quality service at the best possible price and delivered with integrity and honesty. I would like to thank MDPD for the many recommendations they have offered for safeguarding the public funds, and for their ongoing efforts to address this case. These recommendations will be pursued with vigor. Additional resources have already been mobilized to support contract compliance for this purpose. Please be assured that staff remains committed to the preservation of paratransit service for our customers and neither the past nor any future arrests will impede our ability to deliver this essential service.

As always, if you have any other questions, please feel free to contact me directly and we will address them subject to the sensitivities of the ongoing police investigation and the requirements attendant to the cone of silence on RFP No. 709.

c: Honorable Carlos Alvarez, Mayor
Honorable Katherine Fernandez-Rundle, State Attorney, 11th Judicial Circuit
Honorable Linda Zilber, Chair, Citizens' Independent Transportation Trust
Robert A. Cuevas, County Attorney
Alina Hudak, Assistant County Manager
Ysela Llort, Assistant County Manager
Harpal Kapoor, MDT Director
Jim Loftus, MDPD Director
Miriam Singer, DPM Director
Charles Scurr, Executive Director, Office of the Citizens' Independent Transportation Trust
Judi Zito, GIC Director
Clerk of the Board

ATTACHMENT 1

Paratransit Investigation Chronology

Date	Description of Activity
March 7, 2007	**First Indication of Fraudulent Activity Reported by Miami-Dade Transit (MDT)** Former MDT Assistant Director of Customer Service sent an e-mail to the Supervisor of MDT Internal Audit Section requesting internal audit of Paratransit after manifest review showed a high number of trips indicating clients "unable to sign" (UTS).
April 16, 2007	**Audit Begins** MDT Internal Audit staff began their investigation.
July 13, 2007	**MDT Auditor Contacted Advanced Transportation Solutions (ATS), Inc.** MDT Internal Auditor requested documents regarding manifests and a list of the current active drivers.
July 16, 2007	**ATS Responded to Internal Auditor's request** ATS provided Internal Auditor with a list of the current active drivers and advised the Auditor that the manifest information would be available later in the week.
July 24, 2007	**STS Client Nancy Pichardo** Ms. Pichardo contacts Advanced Transportation Solutions (ATS) to report trips that were made in her name that she did not schedule.
July 31, 2007	**ATS Hires Private Investigators** David Naiditch, CEO, ATS, hires Private Investigative Firm, Rich Bragassa and Associates to investigate Ms. Pichardo's claims.
August 13, 2007	**ATS Self-reports** Assistant County Attorney reports that ATS self-reported finding fraudulent trips estimated at $232,872.00, and advises State Attorney's Office.
August 2007	**State Attorney's Office (SAO)** SAO notifies the Miami-Dade Police Department (MDPD).
August 2007	**Miami-Dade Police Department (MDPD)** Miami-Dade Police Department Public Corruption Unit begins investigation.
January 13-26, 2010	**ATS Subcontracted Drivers Arrested** One supervisor and twelve drivers were arrested on January 13th. Three more drivers were arrested on January 22, 23, and 26, 2010, respectively.

Calculation 1

This calculation represents 10,202 fraudulent trips, including 7,507 trips that were self reported by ATS. The trips above the 7,507 are for trips that are related to fraudulent trip activity that was not originally identified by ATS for the same drivers and the ATS employee in question. This is inclusive of all applicable liquidated damages ($741,889.44), including a credit ($214,104.42) that was agreed to by ATS and already deducted from previous billings. Amount due to MDT is **$819,652.32.**

Both drivers and ATS employees were arrested by Miami-Dade Police.

Calculation 2

This calculation represents 921 fraudulent trips that were associated with one driver (Alex Pereda) and one client (Radames Romero). This finding was identified by a field investigator who discovered that the driver had not picked up the client for approximately two years. MDT was billed for these trips over this period of time. Amount due to MDT is **$93,707.49** (this is inclusive of liquidated damages of $66,975.12).

This driver was arrested by Miami-Dade Police.

Calculation 3

This calculation represents 249 fraudulent trips related to one client that participated in the Adult Day Care program for the Department of Human Services. The analysis included the review of attendance records which revealed that out of 548 trips, the client was not present for 249 of those trips. MDT was charged for all 548 trips. Amount due to MDT is **$24,565.32** (this is inclusive of liquidated damages of $18,107.28).

Calculation 4

This calculation represents an additional 434 fraudulent trips related to the Adult Day Care program for the Department of Human Services. The analysis of attendance records reflected that the clients were also not present on the days that the 434 trips took place. MDT was charged for all 434 trips. Amount due to MDT is **$43,857.70** (this is inclusive of liquidated damages of $31,560.48).

Calculation 5

This calculation represents 32,737 trips where fares were not collected by ATS but should have been. These clients were designated as "non-fare" status on ATS invoices that were submitted to MDT. MDT feels that these trips were erroneously given "non-fare" status. No credit was given to MDT for these clients. MDT was charged for all 32,737 trips. . Amount due to MDT is **$81,842.50.**

Summary of Trips

Description	Calculation 1	Calculation 2	Calculation 3	Calculation 4	Calculation 5	Total
Associated Trips	10,202	921	249	434	32,737	44,543
Fare Rate					$2.50	
Total Trips Erroneously Given Non-Fare Status					$81,842.50	$81,842.50
Fraudulent Trip Total Billed to MDT	$289,027.26	$26,469.03	$6,466.86	$12,233.46		$334,196.61
Plus: Management Fee related to Fraudulent Trips Billed to MDT	$28,345.04	$2,565.84	$613.68	$1,148.76		$32,673.32
Less: Fares Credited to MDT	($25,505.00)	($2,302.50)	($622.50)	($1,085.00)	$0.00	($29,515.00)
Net Total Paid to and/or Credited to the Provider	$291,867.30	$26,732.37	$6,458.04	$12,297.22	$81,842.50	$419,197.43
Plus: Amount Notified to Contractor as to Intent to Assess Liquidated Damages related to Fraudulent Billing	$741,889.44	$66,975.12	$18,107.28	$31,560.48		$858,532.32
Total	$1,033,756.74	$93,707.49	$24,565.32	$43,857.70	$81,842.50	$1,277,729.75
Less: Amount Deducted from Provider Billing	($214,104.42)	$0.00	$0.00	$0.00	$0.00	($214,104.42)
Amount Due to MDT	$819,652.32	$93,707.49	$24,565.32	$43,857.70	$81,842.50	$1,063,625.33
Corresponds to the following findings in the Draft Audit:	Finding 2	Finding 3	Finding 4	Finding 4	Finding 5	

Fraudulent Trips (Estimated 10,202)

Fraudulent Trip Total	$289,027.26	
Plus: Management Fee	$28,345.04	
Less: Fares Credited to MDT	($25,505.00)	
Net Total Paid to Provider		$291,867.30
Plus: Amount Notified to ATS re: Intent to Assess LD's related to Fradulent Billling	$741,889.44	
Total		$1,033,756.74
Less: Amount Deducted from Provider Billing	($214,104.42)	
Amount Due to MDT		$819,652.32

10,202	$72.72	$741,889.44	

Disallowed Trips related to Driver Romero (921 Trips)

Fraudulent Trip Total	$26,469.03	
Plus: Management Fee	$2,565.84	
Less: Fares Credited to MDT	($2,302.50)	
Net Total Paid to Provider		$26,732.37
Plus: Amount Notified to ATS re: Intent to Assess LD's related to Fradulent Billling	$66,975.12	
Total		
Amount Due to MDT		$93,707.49

921	$72.72	$66,975.12	$0.00

Disallowed Trips related to Client Carter (249 Trips)

Fraudulent Trip Total	$6,466.86	
Plus: Management Fee	$613.68	
Less: Fares Credited to MDT	($622.50)	
Net Total Paid to Provider		$6,458.04
Plus: Amount Notified to ATS re: Intent to Assess LD's related to Fradulent Billling	$18,107.28	
Total		
Amount Due to MDT		$24,565.32

321	249				
249	548	249	$72.72	$18,107.28	$0.00
78%	45%				0

Disallowed Trips related to DHS Clients (434 Trips)

Fraudulent Trip Total	$12,233.46	
Plus: Management Fee	$1,148.76	
Less: Fares Credited to MDT	($1,085.00)	
Net Total Paid to Provider		$13,382.22
Plus: Amount Notified to ATS re: Intent to Assess LD's related to Fradulent Billling	$31,560.48	
Total		
Amount Due to MDT		$44,942.70

434	$72.72	$31,560.48	$0.00
			0

Trip Fares Not Deducted from Invoices

Total Number of Trips	32,737	
Fare Rate	$2.50	
Amount Due to MDT		$81,842.50

COMPREHENSIVE SUMMARY OF THE AFFIDAVIT IN SUPPORT OF ARREST WARRANT – STS INVESTIGATION

BACKGROUND

The Special Transportation Service (STS) is a "paratransit" service that was established in 1976 through the Miami-Dade County (the County) Transit Department to meet the special transportation needs of elderly and/or disabled County residents. The STS system is available to anyone certified by a physician as unable to use regular public transit and certified as an authorized user (rider) by STS staff. The STS system uses privately contracted vehicles, including vans equipped with lifts, to provide door-to-door transportation service for eligible customers.

Eligible users of the STS system are designated as "riders" per the STS program. When a rider qualifies for the STS program, they are assigned a unique personal identification number by Miami-Dade Transit (MDT). To make a reservation for a ride on the STS system, a rider is required to call a designated telephone number. When the rider speaks to a representative at the call center, the representative enters the reservation information into the STS computer system utilizing proprietary software known as Trapeze. The Trapeze software is used by MDT personnel and STS representatives and authorized subcontractors to create and edit user trips; the details of which are accessible by STS system users via on-line computer access. Currently there is no capability to make on-line reservations or make automated trip reservations, as these features have yet to be implemented. However, riders are able to view and verify scheduled STS travel itineraries on-line via a personal computer; however riders are unable to make changes online as the changes can only be made by telephone with a representative for STS.

"Routers" who work for ATS subcontractors then arrange rider trips based upon the geographic pickup and drop-off areas and then print out this itinerary, which is hereinafter called a manifest. The manifests are then provided to the STS drivers on a daily basis by the routers, typically via fax the night before the scheduled pickup of the rider, and the drivers are then to perform the pickups of the riders as scheduled on the manifest.

Any trips which were not previously scheduled or which are scheduled as same day or emergency trips are handwritten on the manifest as "add on" trips in an area at the end of the manifest worksheet. In this investigation these add on trips have been found to have the most fraudulent activity associated with them.

STS drivers working for ATS subcontractors are compensated as either an hourly employee or on a per trip basis employee. This investigation focused primarily on drivers compensated on a per trip basis, as drivers being paid per trip would obtain the benefit of additional pay for adding additional or fraudulent trips to a legitimate manifest, which was mutually beneficial to the employee and the subcontractor, as the trip fees (billing) were reimbursed by the County. Drivers compensated on an hourly basis would obtain no benefit for adding fraudulent trips, as the driver would receive no additional pay.

When riders utilize the STS system, they are required to sign their signature in the signature portion of the manifest upon entering the transportation vehicle. Those riders who are unable to sign a manifest due to a disability should have a notation made into their STS profile by MDT staff indicating that the rider is unable to sign (UTS). Whenever a rider is designated as UTS, the driver is required to submit an additional form certifying that the rider is unable to sign, and check an appropriate box on the form stating why the rider cannot sign the manifest.

Individual STS system users are charged a flat rate of $2.50 for a one-way trip[1], collected by the service provider. However, the STS system is subsidized at $22.78 for ambulatory persons and $31.45 for non-ambulatory persons through County and federal grants, which is, in turn, paid to ATS and/or its subcontractors.

On December 29, 2004, the County selected ATS through a competitive bidding process to provide "door-to-door" transportation services for elderly and disabled individuals unable to use other forms of public transportation through the regular Transit transportation system. Under Contract No.TR04-TSB (hereinafter referred to as the Contract), the County allocated $219 million to fund transportation services for the period of December 29, 2004, through December 28, 2009. As a condition of the Contract, ATS was designated the primary contractor for the STS program and was required to engage subcontractors who would be bound by, and held to, the same standard and contractual responsibilities as ATS.

[1]/ The STS system one-way fare recently increased to $3.00.

ATS subsequently served as the management company for, and contracted with, four (4) transportation companies: Super Nice, Minority Mobile Systems, Handi Van, and Zuni Transport. These companies functioned as ATS subcontractors, required by contract, to provide transportation services to the elderly and handicapped persons certified by the County as eligible to receive subsidized door-to-door transportation, in accordance with the Americans with Disabilities Act.

Per the contract, the County required ATS to submit invoices for all transportation services provided by its subcontractors within three weeks after the billing cycle, or the right to bill for service provided would be forfeited. When ATS provided properly executed invoices within a five-day period, ATS would receive a .75% discounted rate for transport services.

ORGANIZED SCHEME TO DEFRAUD CO-DEFENDANTS TESLA NARVAEZ-WAIDNER, CARNOT MONTOUT AND URIEL GRAJALES

On July 24, 2007, STS system rider Nancy Pichardo contacted ATS and advised that while reviewing her trip itineraries via the Trapeze on-line viewing system, she observed a trip reservation which she had not scheduled. Furthermore, there were two (2) other STS system riders who were scheduled for trips to the same drop-off destination as Ms. Pichardo. These reservations were entered into the Trapeze system by ATS Company Supervisor Tesla Narvaez-Waidner without the riders' knowledge or authorization. During the investigation Detective Allen confirmed that STS system riders were unaware that their personal information was being used to schedule false trips.

As a result of the information received from STS system rider Nancy Pichardo, on July 31, 2007, David Naiditch, ATS Supervisor, engaged the private investigation firm of Rich Bragassa and Associates (Bragassa). Through Bragassa, an internal investigation was initiated, and it was discovered that Defendant Narvaez-Waidner created numerous fraudulent trips, in addition to the trips identified by Ms. Pichardo.

At the time the offenses were committed, Defendant Narvaez-Waidner was employed as a supervisor of ATS, who, because of her supervisory position, had nearly unrestricted access to the County's Trapeze system. An examination of computer records was conducted by Robert Guest of the County Information Technology Department.

The examination and investigation revealed that Defendant Narvaez-Waidner accessed the County Trapeze system utilizing her own unique user name and password to create, modify and edit computer records of persons eligible for STS transportation services and then subsequently assign these fraudulent trips to STS drivers engaging in the scheme to defraud.

Because Defendant Narvaez-Waidner held a supervisory position within ATS, she had a unique ability to create and modify riders' trips and to edit riders' profiles, including changing their addresses and phone numbers, which was an ability not available to STS drivers, thus making Defendant Narvaez-Waidner an integral person in this fraudulent scheme.

At the request of Ruby Hemmingway-Adams, Assistant Director of Customer Service at MDT, Transit Department Auditor Michael Doleman conducted a forensic audit of invoices submitted by ATS for the random two (2) week period of May 6, 2007 through May 19, 2007. Significant discrepancies were uncovered early in the audit process. Consequently, the scope of the audit was expanded to a three (3) week period of May 6, 2007 through May 26, 2007. Based upon this audit, the losses for the three (3) week period in question was $857,000.00, with 30% of the trips being either fraudulent or defective as to contractual requirements. After reviewing these findings, the auditors projected that the losses were expected to exceed $10 million for the contract term.

As part of the audit process, each manifest submitted by the ATS Company for the aforementioned time period was reviewed. The scope of the audit consisted of 6,000 – 7,500 trips that were logged and billed on a daily basis, and every single manifest was manually reviewed to identify discrepancies.

Multiple discrepancies and fraudulent entries were discovered. For example, persons who were wheelchair riders were shown as being transported by an ATS vehicle not capable or equipped to transport wheelchair riders, which made it physically impossible to transport the wheelchair riders.

Investigation has revealed that the subsidized cost for wheelchair riders is at a higher cost than for ambulatory riders. A vehicle that has not been converted for wheelchairs makes it physically impossible to transport the riders, in addition to being a major County contract violation, which has severe penalties (Liquidated Damages) for drivers violating this protocol. Also, reservations and actual "pick-ups" were found for riders who, for months, had not lived at the location of the alleged "pick-ups."

Reservations and "pick-ups" were also found for persons who had not used the STS system for years but were still listed as active riders on the transportation manifests. This information was revealed during a spot audit for rider Radames Romero, who is severely mentally disabled. Audit staff interviewed his caretaker, who advised that Romero had not been a bona fide user during this time period, yet there were ninety (90) trips shown as billed for Romero.

Detective Allen obtained and examined records, which showed that trips were created, edited, and modified on a personal computer by Defendant Narvaez-Waidner. Driver manifests were obtained and examined, revealing trips that were fraudulent wherein no actual transportation had occurred.

Drivers engaging in the scheme to defraud then submitted these fraudulent trip manifests to ATS. ATS then submitted invoices to the County for reimbursement for the fraudulent trips.

Examination of ATS records by Detective Allen revealed that for the time period of March 3, 2004, which was the start of the STS contract, through July 14, 2007, seven thousand five hundred and seven (7,507) false trips were created by Defendant Narvaez-Waidner. Defendant Narvaez-Waidner used her unique user name and password to log on and utilize a County-owned computer. Losses from this fraud totaled over $212,018.50 in transport costs and $20,853.42 in management costs, for a total loss of $232,871.92. ATS acknowledged the losses and repaid the monies related to the fraud back to the County.

On August 2, 2007, Bragassa investigators interviewed Defendant Narvaez-Waidner on behalf of ATS in furtherance of its internal investigation. Defendant Narvaez-Waidner admitted to conspiring with and booking fraudulent trips on behalf of ATS driver Uriel Grajales (Defendant Grajales). Defendant Narvaez-Waidner subsequently provided a handwritten statement to Bragassa investigators detailing her involvement in the scheme to defraud. According to Defendant Narvaez-Waidner, Defendant Grajales would not collect the $2.50 STS service fee per passenger as required by the County and the contract. Instead, he received $9.50 per person, paid to the driver as wages by ATS, who would then bill the County $32.18 for each trip shown on the transportation manifest.

Defendant Narvaez-Waidner also advised Bragassa investigators that she received money from ATS driver Carnot Montout (Defendant Montout) in return for her booking fraudulent trips. Defendant Narvaez-Waidner later recanted this statement and said the monies paid to her by Super Nice driver Carnot Montout was a loan.

Defendant Grajales' practice of not collecting the $2.50 required fare was a standard practice by the drivers as an incentive for riders to utilize the STS transportation system for free, as there would be no out-of-pocket expense or co-payment for the rider. This practice was important, as during the course of the investigation, riders have indicated that they would try to only use drivers who did not collect the $2.50 fee. Defendant Grajales stated to Detective Allen and PCIB Detective Mike Holmes that he learned of this practice from other drivers after only three weeks of starting employment as an ATS driver.

Examination of ATS records by Detective Allen revealed that for the time period of March 3, 2004, which was the start of the STS contract, through July 21, 2008, there was a number of unexplained trips to and from the operations office of two (2) of the subcontractors, including trips to 2765 NW 62 Street, which is a public bus stop directly across the street from the Super Nice company, and trips to 23635 South Dixie Highway, which is the corporate office of Zuni Transportation.

Although there were approximately five (5) STS riders who were also employees of ATS, and could have therefore conceivably utilized STS services to go to or from work, any trips wherein these riders travelled to or from these locations are not included in these totals.

During the course of the investigation, it was revealed that Defendant Narvaez-Waidner had been a member of a social networking group for the physically disabled called United on Wheels. This group had been founded by Dr. Mayra Miro, whose office address of 11401 SW 40 Street was used to book fraudulent trips by Defendant Narvaez-Waidner. Other members of the social group, which included Carlos Soto, Solange Godoy, Manuel Mafla, and Luz Arango, later had fraudulent trips created in the Trapeze system by Defendant Narvaez-Waidner without the riders' knowledge.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT CARNOT MONTOUT

At the time the offenses were committed, Defendant Carnot Montout was employed as an STS driver for Super Nice, a subcontractor for ATS. On August 27, 2007, Defendant Carnot Montout was interviewed by Detective Allen and PCIB Detective Michael Holmes at the PCIB office and provided a sworn statement detailing his participation in the scheme to defraud, which included the following:

a. Defendant Montout knowingly committed fraud on multiple occasions with Defendant Narvaez-Waidner by conspiring to bill for transportation services that were never provided.

b. Defendant Montout conspired to evade detection of the fraud by having Defendant Narvaez-Waidner use her position as a supervisor with ATS to circumvent controls, which may have alerted others to the fraud.

c. Defendant Montout conspired to submit false invoices for STS service trips that did not take place in order to be compensated on a "per trip" basis, as there was no supervisory contractor review of the contract driver's manifest on a daily basis, in violation of the Contract, Section 3.6.

d. Defendant Montout confirmed that he had provided a handwritten statement to Bragassa detailing his involvement in the scheme to defraud.

e. Defendant Montout confirmed that "ghost trips" were a common practice by contract drivers and all drivers billed to varying degrees for trips that were never made.

f. Defendant Montout admitted to incidents of fraudulent activity involving Defendant Narvaez-Waidner. Detective Allen has also discovered additional incidents of fraud committed by Defendant Montout.

A review of records for the time period of March 8, 2004 through September 6, 2007, revealed that during this time period, Defendant Montout submitted transportation manifests containing numerous fraudulent trips to or from the address of 11401 SW 40 Street with a notation of Dr. Miro specified on the manifests. The manifests for these trips named Carlos Soto, Solange Godoy, Tesla Narvaez-Waidner, Luz Arango, and Manuel Mafla as the STS riders being transported. Defendant Carnot Montout, who was an ATS driver employed by Super Nice, submitted each of the manifests wherein these trips were listed. On Tuesday, November 6, 2007, Dr. Mayra Miro was interviewed and stated that Carlos Soto, Solange Godoy, Tesla Narvaez-Waidner, Luz Arango, and Manuel Mafla were not patients of hers and have never visited her office.

Formal statements were taken from Carlos Soto, Solange Godoy, Tesla Narvaez-Waidner, Luz Arango, and Manuel Mafla, and all persons affirmed that they had never travelled to 11401 SW 40 Street using the STS system as alleged on transportation manifests submitted by Defendant Montout. Although all persons acknowledge knowing Dr. Miro through United on Wheels, all persons stated that they have never visited Dr. Miro's office.

A review of records for the time period of March 8, 2004, through September 6, 2007, revealed that there were one thousand and nineteen (1,019) fraudulent trips using the personal identification number of rider Carlos Soto wherein Defendant Carnot Montout was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $32,047.55._ Defendant Montout falsely alleged, through transportation manifests, that he performed one thousand and nineteen (1,019) transports of STS rider Carlos Soto. Defendant Montout signed a statement on the transportation vouchers indicating that all signatures were valid and made entries on the documents that the rider had been transported. In addition, fraudulent signatures were uttered with Soto's name. Soto gave a formal statement and affirmed under oath that he did not authorize any STS transportation or utilize the STS system during the dates and times alleged on the transportation manifests.

A review of records for the time period of March 8, 2004, through September 6, 2007, revealed that there were seven hundred and thirty-five (735) fraudulent trips using the personal identification number of Solange Godoy wherein Defendant Carnot Montout was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $23,115.75.

Defendant Montout falsely alleged, through transportation manifests, that he performed seven hundred and thirty-five (735) transports of STS rider Solange Godoy. Defendant Montout signed a statement on the transportation vouchers indicating that all signatures were valid and made entries on the documents that the rider had been transported. In addition, fraudulent signatures were uttered with Godoy's name. Godoy gave a formal statement and affirmed under oath that she did not authorize any STS transportation or utilize the STS system during the dates and times alleged on the transportation manifests.

A review of records for the time period of March 8, 2004, through September 6, 2007, revealed that there were two hundred and twenty-eight (228) fraudulent trips using the personal identification number of Tesla Narvaez-Waidner (Codefendant) wherein Defendant Carnot Montout was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $7,170.06. Defendant Montout falsely alleged, through transportation manifests, that he performed two hundred and twenty-eight (228) transports of STS rider Tesla Narvaez-Waidner.

Defendant Montout signed a statement on the transportation vouchers indicating that all signatures were valid and made entries on the documents that the rider had been transported. In addition, fraudulent signatures were uttered with Narvaez-Waidner's name.

A review of records for the time period of March 8, 2004, through September 6, 2007, revealed that there were six hundred and ninety-eight (698) fraudulent trips using the personal identification number of Manuel Mafla wherein Defendant Carnot Montout was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $21,952.10. Defendant Montout falsely alleged, through transportation manifests, that he performed six hundred and ninety-eight (698) transports of STS rider Manuel Mafla. Defendant Montout signed a statement on the transportation vouchers indicating that all signatures were valid and made entries on the documents that the rider had been transported. In addition, fraudulent signatures were uttered with Mafla's name. Mafla gave a formal statement and affirmed under oath that he did not authorize any STS transportation or utilize the STS system during the dates and times alleged on the transportation manifests.

A review of records for the time period of March 8, 2004 through September 6, 2007, revealed that there were five hundred and fifty-two (552) fraudulent trips using the personal identification number of Luz Arango, wherein Defendant Carnot Montout was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $17,360.40. Defendant Montout falsely alleged, through transportation manifests, that he performed five hundred and fifty-two (552) transports of STS rider Luz Arango.

Defendant Montout signed a statement on the transportation vouchers indicating that all signatures were valid and made entries on the documents that the rider had been transported. In addition, fraudulent signatures were uttered with Arango's name. Arango gave a formal statement and affirmed under oath that she did not authorize any STS transportation or utilize the STS system during the dates and times alleged on the transportation manifests.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT URIEL GRAJALES

At the time the offenses were committed, Defendant Uriel Grajales was employed as an STS driver for Super Nice, a subcontractor for ATS.

On September 6, 2007, Defendant Uriel Grajales was interviewed by Detective Allen and PCIB Detective Javier Garcia at the PCIB office and provided a sworn statement detailing his participation in the scheme to defraud, which included the following:

a. Defendant Grajales knowingly committed fraud on multiple occasions with Defendant Narvaez-Waidner by conspiring to bill for transportation services that were never provided.

b. Defendant Grajales conspired to evade detection of the fraud by having Defendant Narvaez-Waidner use her position as a supervisor with ATS to circumvent controls, which may have alerted others to the fraud.

c. Defendant Grajales conspired to submit false invoices for STS service trips that did not take place in order to be compensated on a "per trip" basis, as there was no supervisory contractor review of the contract driver's manifest on a daily basis, in violation of the Contract, Section 3.6.

d. Defendant Grajales confirmed that he had provided a handwritten statement to Bragassa detailing his involvement in the scheme to defraud.

e. Defendant Grajales confirmed that "ghost trips" were a common practice by contract drivers and all drivers billed to varying degrees for trips that were never made.

f. Defendant Grajales admitted to eight (8) incidents of fraudulent activity involving Defendant Narvaez-Waidner, although Detective Allen has discovered that the actual incidents of fraud committed by Defendant Grajales are substantially higher.

A review of records for the time period of March 8, 2004, through September 6, 2007, revealed that there were nineteen (19) fraudulent trips using the personal identification number of Carlos Soto wherein Defendant Uriel Grajales was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $597.55. Defendant Grajales falsely alleged, through transportation manifests, that he performed nineteen (19) transports of STS rider Carlos Soto.

Defendant Grajales signed a statement on the transportation vouchers indicating that all signatures were valid and made entries on the documents that the rider had been transported. In addition, fraudulent signatures were uttered with Soto's name. Soto gave a formal statement and affirmed under oath that he did not authorize any STS transportation or utilize the STS system during the dates and times alleged on the transportation manifests.

A review of records for the time period of March 8, 2004, through September 6, 2007, revealed that there were twenty-four (24) fraudulent trips using the personal identification number of Solange Godoy wherein Defendant Uriel Grajales was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $754.80. Defendant Grajales falsely alleged, through transportation manifests, that he performed twenty-four (24) transports of STS rider Solange Godoy. Defendant Grajales signed a statement on the transportation vouchers indicating that all signatures were valid and made entries on the documents that the rider had been transported. In addition, fraudulent signatures were uttered with Godoy's name. Godoy gave a formal statement and affirmed under oath that she did not authorize any STS transportation or utilize the STS system during the dates and times alleged on the transportation manifests.

A review of records for the time period of March 8, 2004, through September 6, 2007, revealed that there were forty-one (41) fraudulent trips using the personal identification number of Manuel Mafla wherein Defendant Uriel Grajales was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $1,289.45. Defendant Grajales falsely alleged, through transportation manifests, that he performed forty-one (41) transports of STS rider Manuel Mafla. Defendant Grajales signed a statement on the transportation vouchers indicating that all signatures were valid and made entries on the documents that the rider had been transported. In addition, fraudulent signatures were uttered with Mafla's name. Mafla gave a formal statement and affirmed under oath that he did not authorize any STS transportation or utilize the STS system during the dates and times alleged on the transportation manifests.

A review of records for the time period of March 8, 2004, through September 6, 2007, revealed that there were twenty-eight (28) fraudulent trips using the personal identification number of Luz Arango wherein Defendant Uriel Grajales was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $880.60. Defendant Grajales falsely alleged, through transportation manifests, that he performed twenty-eight (28) transports of STS rider Luz Arango.

Defendant Grajales signed a statement on the transportation vouchers indicating that all signatures were valid and made entries on the documents that the rider had been transported. In addition, fraudulent signatures were uttered with Arango's name. Arango gave a formal statement and affirmed under oath that she did not authorize any STS transportation or utilize the STS system during the dates and times alleged on the transportation manifests.

The following subjects falsely alleged through transportation manifests that they performed STS service trips. Furthermore, they signed a statement on the transportation vouchers indicating that all of the signatures were valid and made entries on documents that the rider(s) were transported, when in fact they were not. Additionally, the defendants uttered documents with fraudulent signatures. In each case, either the alleged rider or their respective caretaker provided formal statements under oath, that they did not authorize any STS transportation or utilize the STS system during the dates and times alleged on the transportation manifests:

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT SANTY RODRIGUEZ

At the time the offenses were committed, Defendant Santy Rodriguez was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through April 8, 2008, revealed that there were fourteen (14) fraudulent trips using the personal identification number of Carlos Soto wherein Defendant Santy Rodriguez was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $441.30.

A review of records for the time period of March 8, 2004, through April 8, 2008, revealed that there were eight (8) fraudulent trips using the personal identification number of Luz Arango wherein Defendant Santy Rodriguez was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $251.60.

A review of records for the time period of March 8, 2004, through April 8, 2008, revealed that there were three (3) fraudulent trips using the personal identification number of Manuel Mafla wherein Defendant Santy Rodriguez was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $94.35.

A review of records for the time period of March 8, 2004, through April 8, 2008, revealed that there were two (2) fraudulent trips using the personal identification number of Solange Godoy wherein Defendant Santy Rodriguez was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $62.90.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT GUILLERMO DEL TORO

At the time the offenses were committed, Defendant Guillermo Del Toro was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were thirteen (13) fraudulent trips using the personal identification number of Carlos Soto wherein Defendant Guillermo Del Toro was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $408.85.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were four (4) fraudulent trips using the personal identification number of Luz Arango wherein Defendant Guillermo Del Toro was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $125.80.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were ten (10) fraudulent trips using the personal identification number of Manuel Mafla wherein Defendant Guillermo Del Toro was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $314.50.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were four (4) fraudulent trips using the personal identification number of Solange Godoy, wherein Defendant Guillermo Del Toro was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $125.80.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT JUAN SUAREZ

At the time the offenses were committed, Defendant Juan Suarez was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were twenty (20) fraudulent trips using the personal identification number of Carlos Soto wherein Defendant Juan Suarez was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $629.00.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were four (4) fraudulent trips using the personal identification number of Luz Arango, wherein Defendant Juan Suarez was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $125.80.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were six (6) fraudulent trips using the personal identification number of Manuel Mafla wherein Defendant Juan Suarez was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $188.70.

A review of records for the time period of March 8, 2004, through April 8, 2008, revealed that there was one (1) fraudulent trip using the personal identification number of Solange Godoy wherein Defendant Juan Suarez was the ATS driver who submitted the manifest wherein this trip was listed. This fraudulent trip was billed to the County at a cost of $31.45.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT JORGE MEDINILLA

At the time the offenses were committed, Defendant Jorge Medinilla was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were eight (8) fraudulent trips using the personal identification number of Carlos Soto wherein Defendant Jorge Medinilla was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $251.60.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there was one (1) fraudulent trip using the personal identification number of Luz Arango wherein Defendant Jorge Medinilla was the ATS driver who submitted the manifest wherein this trip was listed. This fraudulent trip was billed to the County at a cost of $31.45.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were five (5) fraudulent trips using the personal identification number of Manuel Mafla wherein Defendant Jorge Medinilla was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $157.25.

A review of records for the time period of March 8, 2004, through April 8, 2008, revealed that there were two (2) fraudulent trips using the personal identification number of Solange Godoy, wherein Defendant Jorge Medinilla was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $62.90.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT JESUS GUEVARA

At the time the offenses were committed, Defendant Jesus Guevara was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were twenty (20) fraudulent trips using the personal identification number of Angela Camino, wherein Defendant Jesus Guevara was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $629.00.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT PEDRO MARCHENA

At the time the offenses were committed, Defendant Pedro Marchena was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were seven (7) fraudulent trips using the personal identification number of Carlos Soto wherein Defendant Pedro Marchena was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $220.15.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there was one (1) fraudulent trip using the personal identification number of Luz Arango wherein Defendant Pedro Marchena was the ATS driver who submitted the manifest wherein this trip was listed. This fraudulent trip was billed to the County at a cost of $31.45.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were four (4) fraudulent trips using the personal identification number of Solange Godoy wherein Defendant Pedro Marchena was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $125.80.

ORGANIZED SCHEME TO DEFRAUD (1COUNT)
DEFENDANT EUSTACHE DESIR

At the time the offenses were committed, Defendant Eustache Desir was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were six (6) fraudulent trips using the personal identification number of Carlos Soto, wherein Defendant Eustache Desir was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $188.70.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were four (4) fraudulent trips using the personal identification number of Manuel Mafla wherein Defendant Eustache Desir was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $125.80.

A review of records for the time period of March 8, 2004, through April 8, 2008, revealed that there were five (5) fraudulent trips using the personal identification number of Solange Godoy, wherein Defendant Eustache Desir was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $157.25.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT ALEX PEREDA

At the time the offenses were committed, Defendant Alex Pereda was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were twenty (20) fraudulent trips using the personal identification number of Radames Romero wherein Defendant Alex Pereda was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $629.00.

A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were eight (8) fraudulent trips using the personal identification number of Donna Ebanks wherein Defendant Alex Pereda was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $251.60.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT WILFRID SAINTFLEUR

At the time the offenses were committed, Defendant Wilfrid SaintFleur was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were twenty-five (25) fraudulent trips using the personal identification number of Celso Cruz, wherein Defendant Wilfrid SaintFleur was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $786.25.

ORGANIZED SCHEME TO DEFRAUD (1COUNT)
DEFENDANT EMILIO SALAZAR

At the time the offenses were committed, Defendant Emilio Salazar was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through August 1, 2008, revealed that there were four (4) fraudulent trips using the personal identification number of Juan Torres wherein Defendant Emilio Salazar was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $125.80.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT NICASIO FERNANDEZ

At the time the offenses were committed, Defendant Nicasio Fernandez was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through August 15, 2007, revealed that there were eleven (11) fraudulent trips using the personal identification number of Ileana Cruz-Martinez, wherein Defendant Nicasio Fernandez was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $345.95.

A review of records for the time period of March 8, 2004, through August 15, 2007, revealed that there were five (5) fraudulent trips using the personal identification number of Solange Godoy wherein Defendant Nicasio Fernandez was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $157.25.

ORGANIZED SCHEME TO DEFRAUD (1 COUNT)
DEFENDANT RAUL MONTPELLER

At the time the offenses were committed, Defendant Raul Montpeller was employed as an STS driver for Super Nice, a subcontractor for ATS. A review of records for the time period of November 5, 2005, through November 21, 2007, revealed that there were four (4) fraudulent trips using the personal identification number of Ana Cortez, wherein Defendant Raul Montpeller was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $125.80.

A review of records for the time period of November 5, 2005, through November 21, 2007, revealed that there were three (3) fraudulent trips using the personal identification number of Connie Poblet, wherein Defendant Raul Montpeller was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $94.35.

A review of records for the time period of November 5, 2005, through November 21, 2007, revealed that there were two (2) fraudulent trips using the personal identification number of Carlos Soto, wherein Defendant Raul Montpeller was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $62.90.

ORGANIZED SCHEME TO DEFRAUD (1COUNT)
DEFENDANT AIRALENAD SARMIENTO

At the time the offenses were committed, Defendant Airalenad Sarmiento was employed as a STS driver for Zuni Transports, a subcontractor for ATS. A review of records for the time period of March 8, 2004, through April 8, 2008, revealed that there were eleven (11) fraudulent trips using the personal identification number of Ginelle Tagle, wherein Defendant Airalenad Sarmiento was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $345.95. A review of records for the time period of March 8, 2004, through April 8, 2008, revealed that there were four (4) fraudulent trips using the personal identification number of Ana Gonzalez, wherein Defendant Airalenad Sarmiento was the ATS driver who submitted each of the manifests wherein these trips were listed. These fraudulent trips were billed to the County at a cost of $125.80.

ATTACHMENT 4

Fraudulent Trips as cited in MDPD Arrest Warrant*

Defendant Name	Number of Trips	Dollar Value
Narvaez-Waidner	N/A	N/A
Montout	3,232	$101,645.86
Grajales	112	$3,522.40
Rodriguez	27	$850.15
Del Toro	31	$974.95
Suarez	31	$974.95
Medinilla	16	$503.20
Guevara	20	$629.00
Marchena	12	$377.40
Desir	15	$471.75
Pereda	28	$880.60
Saintfleur	25	$786.25
Salazar	4	$125.80
Fernandez	16	$503.20
Montpeller	9	$283.05
Sarmiento	15	$471.75
	3,593	$113,000.31

*excludes liquidated damages due to MDT per contract

ATTACHMENT 5

STS Call Center Five Year Analysis

Personnel							
	FY 2009-10		FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15
	March 1st		Budget	Forecast	Forecast	Forecast	Forecast
Personnel							
311 Sr. Specialist	6		6	6	6	6	6
311 Specialist	28		28	28	28	28	28
311 Supervisor	3		3	3	3	3	3
Administrative Support	2		2	2	2	2	2
Total County FTE's	**39**		**39**	**39**	**39**	**39**	**39**
Temp Help	15		0	0	0	0	0
Total FTE's	**54**		**39**	**39**	**39**	**39**	**39**

GIC 311 Operating Costs							
	FY 2009-10		FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15
Operating Costs	Projection		Budget	Forecast	Forecast	Forecast	Forecast
Salary	$874,330		$1,539,814	$1,632,203	$1,730,135	$1,833,943	$1,943,980
Fringe	$343,344		$623,441	$690,660	$705,350	$720,921	$737,427
Temp-Help	$275,000		$0	$0	$0	$0	$0
Other Operating	$45,750		$75,000	$75,000	$75,000	$75,000	$75,000
Start-Up Costs	$306,000		$0	$0	$0	$0	$0
Total Operating Cost	**$1,844,424**		**$2,238,255**	**$2,397,863**	**$2,510,485**	**$2,629,864**	**$2,756,407**

INFORMATION

Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date 2/18/2018 BCC Mtg. Date 2/18/2010 Agenda Item # 801D

Subject: Paratransit (STS)

Name: Ernie Martinez

Address: 6660 Biscayne Blvd. Mia 33138

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes: ✓ No: ____

If yes, please list name: Center For Independent Living Of S. Florida / Not-For Profit

Organization / Firm / Client

Have your registered with the Clerk of the Board? Yes: ____ No: ✓

INFORMATION

Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date 1-18-10 BCC Mtg. Date 1-18-10 Agenda Item # 801D

Subject: CALL CENTER PORTION

Name: DENNY R. WOOD

Address: 13000 SW 92 AVE B-403 33176

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes: X No: ____

If yes, please list name: FLA PARAPLEGIC ASSOC. INC, Exhibit 2-18-10 BCC

Organization / Firm / Client

INFORMATION

Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date 2/18/10 BCC Mtg. Date 2/18/10 Agenda Item # _____

Subject: Special Transportation
We don't want the change

Name: Ida Bradley

Address: 8400 NW 25th Ave. Apt 45, Mia, FL 33147

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes: ✓ No: ____

If yes, please list name: National Federation for the Blind
Organization / Firm / Client

Have your registered with the Clerk of the Board? Yes : ✓ No: ____

INFORMATION

Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date _____ BCC Mtg. Date _____ Agenda Item # _____

Subject: Don McShane

Name: Dean G Blum

Address: _____

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes: ____ No: ____

If yes, please list name: _____ / _____ / _____
Organization Firm Client

Have your registered with the Clerk of the Board? Yes : ____ No: ____

INFORMATION

Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date 2/18/10 BCC Mtg. Date _____ Agenda Item # 01D

Subject: STS

Name: Dr Robert L Lessne

Address: 9841 SW 100 Ave Miami Fl 33176

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes: ✓ No: ____

If yes, please list name: ADA, / /

Organization Firm Client

Have your registered with the Clerk of the Board? Yes : ____ No: ✓

INFORMATION

Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date 2/18/10 BCC Mtg. Date 2/18/10 Agenda Item # 801D

Subject: STS Item 801D

Name: DAMIAN P. GREGORY

Address: 11342 SW 163 ST. MIAMI, FL 33157

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes: ✓ No: ____

If yes, please list name: CODA / /

Organization Firm Client

Have your registered with the Clerk of the Board? Yes : ____ No: ✓

NFORMATION

Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date 2-18-2010 BCC Mtg. Date _____ Agenda Item # _____

Subject: STS

Name: Elizabeth McNally

Address: 1960 NE 185 Terrace, 33179

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes:_____ No: ✓

If yes, please list name: _____ / _____ / _____

Organization Firm Client

Have your registered with the Clerk of the Board? Yes :_____ No:_____

INFORMATION

Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date 2/18/10 BCC Mtg. Date 2/18/10 Agenda Item # _____

Subject: Special transportation
Keep the Program going

Name: Michael Lantz

Address: 3425 Collins Ave., Mia Beach, FL 33140

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes: ✓ No:_____

If yes, please list name: National Fed of the Blind / _____ / _____

Organization Firm Client

INFORMATION

Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date _____ BCC Mtg. Date _____ Agenda Item # 801D

Subject: STS

Name: Robert Burrough

Address: _____

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes ✓ No: ____

If yes, please list name: ATS / /

Organization Firm Client

Have your registered with the Clerk of the Board? Yes : ____ No: ____

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2-18-10 BCC Mtg. Date: 2-18-10 Agenda Item#: 801D

Subject: STS

Name: Lavern Kendrick

Address: 424 NE 75th St Apt# 3

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☐ Yes ☑ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☑ No

Do you require an interpreter? NO

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/10 BCC Mtg. Date: _____ Agenda Item#: 80D

Subject: STS

Name: Farangis Rashti

Address: 1717 N Bayshore Dr

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☑ Yes ☐ No

If yes, please list name: STS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☑ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

INFORMATION

Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date 2-18-2010 **BCC Mtg. Date** 2-18-2010 **Agenda Item #** _____

Subject: STS

Name: Ray Watson

Address: 1960 NE 185 Terrace, 33179

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes: _____ No: ✓

If yes, please list name: _____ / _____ / _____

Organization Firm Client

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2-18-10 BCC Mtg. Date: 2-18-10 Agenda Item#: 801D

Subject: STS

Name: Violet Whittaker

Address: 3992 NW 151 St

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☒ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☒ No

Do you require an interpreter? NO

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2-18-10 BCC Mtg. Date: 2-18-10 Agenda Item#: 801D

Subject: STS

Name: OTTO ZAMORA

Address: 50 Menores Ave

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☒ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☒ No

Do you require an interpreter? NO

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

FOR Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/10 BCC Mtg. Date: _____ Agenda Item#: 801 D

Subject: STS CONTRACT

Name: GEORGE AZOR

Address: 23635-A S. DIXIE HWY. HOMESTEAD, FL 33032

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☑ Yes ☐ No

If yes, please list name: ZUNI TRANSPORTATION INC.

Organization Firm Client

Have you registered with the Clerk of the Board? ☑ Yes ☐ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 02/18/2010 BCC Mtg. Date: 2/18/2010 Agenda Item#: 801D

Subject: STS ATS Contract renewal

Name: Clara Milanés De Mar

Address: 8405 NW 8 Street Miami Fl 33126

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☐ Yes ☐ No

If yes, please list name: _____

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☑ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST ~~FOR~~ **Speaker's Card** *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/2010 BCC Mtg. Date: 2/18/2010 Agenda Item#: 8OLD

Subject: ~~ATS~~ STS

Name: Natasha Alvarez

Address: Kendall Dr.

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☑ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☑ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST ~~FOR~~ **Speaker's Card** *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/2010 BCC Mtg. Date: 2/18/2010 Agenda Item#: 8OLD

Subject: STS

Name: Dennis Wood

Address: Kendall Dr.

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☑ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☐ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/2010 BCC Mtg. Date: 2/18/2010 Agenda Item#: 8O1D

Subject: STS.

Name: Sandra Hix

Address:

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☒ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☐ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/2010 BCC Mtg. Date: 2/18/2010 Agenda Item#: 8O1D

Subject: STS

Name: Robert Jackson

Address: 17631 NW. 6/1 AVE.

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☒ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☐ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/2010 BCC Mtg. Date: 2/18/2010 Agenda Item#: 801D

Subject: STS

Name: MARIA Valencia

Address: 2506 SW 9th Street Apt-3

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☒ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☐ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèpret?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2-18-10 BCC Mtg. Date: 2/18/2010 Agenda Item#: 801D

Subject: STS

Name: Angelica PicKarsKi

Address: 16972 SW 142 PL Miami 33177

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☒ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☐ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèpret?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2-18-10 BCC Mtg. Date: 2/18/2010 Agenda Item#: 801D

Subject: STS

Name: Ada Estevez

Address: 6441 SW 2nd St

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☑ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☑ No

Do you require an interpreter? No

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/2010 BCC Mtg. Date: 2/18/2010 Agenda Item#: 801D

Subject: STS

Name: Maria Obando

Address: 11790 SW 18th Street

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☒ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☐ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/10 BCC Mtg. Date: 2/18/2010 Agenda Item#: 801 D

Subject: STS

Name: Isabel Herrera

Address: 1379 SW 135th Pl

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☐ Yes ☐ No

If yes, please list name: AHS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☒ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2-18-10 BCC Mtg. Date: 2/18/2010 Agenda Item#: 801 D

Subject: STS

Name: Maria Moraga

Address: 2531 NW 32nd St

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☒ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☐ No

Do you require an interpreter? No

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèprèt?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/10 BCC Mtg. Date: 2/18/2010 Agenda Item#: 801D

Subject: STS

Name: Dr. Phillip Wright Sr.

Address: 103 NW 202nd Terr

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☑ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☐ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèpret?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2-18-10 BCC Mtg. Date: 2/18/2010 Agenda Item#: 801D

Subject: STS

Name: Ana Martinez

Address: 8230 SW 29 St

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☑ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☑ No

Do you require an interpreter? N/D

¿Necesita un intérprete? ☐ Spanish/*Español* *Èske w bezwen yon Entèpret?* ☐ Creole/*Kreyol*

AGAINST Speaker's Card *(For Appearance Before the Board of County Commission)*

Today's Date: 2/18/2010 BCC Mtg. Date: 2/18/10 Agenda Item#: 801b

Subject: STS

Name: Irene Johnson

Address: 75 NW 202nd Terr

Lobbyist information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? ☑ Yes ☐ No

If yes, please list name: ATS

Organization Firm Client

Have you registered with the Clerk of the Board? ☐ Yes ☐ No

Do you require an interpreter?

¿Necesita un intérprete? ☐ Spanish/*Español* *Èsko w bezwen yon Entèpret?* ☐ Creole/*Kreyol*

AGAINST

Speaker's Card

(For Appearance Before the Board of County Commission)

* For your convenience, this form is provided in a fillable format and can be completed on your computer

Today's Date Feb 17, 2010 **BCC Mtg. Date** Feb 18, 2010 **Agenda Item #** 801D - 100354

Subject: Resolution authorizing modification of Paratransit Contract No. TR04-TSB and removing the "Call Center Reservations" department from the current contractor to Miami Dade County.

Name: Beatrice Rothman

Address: 815 NW 57 Ave, Suite 130, Miami Florida 33126

Lobbyist Information: (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes: ☐ No: ☐

If yes, please list name: _____ / _____ / _____
Organization Firm Client

Have your registered with the Clerk of the Board? Yes: ☐ No: ☑

Date: **February 18, 2010**

11B1

To: Diane Collins, Acting Division Chief
Clerk of the Board

From: **Sally A. Heyman**
Commissioner, District 4

SAH

Subject: Community-based Organization allocations presented at the February 18, 2010 Board of County Commission Meeting

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I would like to be **reimbursed** for the following allocations to the organizations below from the **District 4 Office Account**.

Organization Name	Allocation Amount
Fairchild Tropical Botanic Gardens	$ 1000.00
Voices for Children	$ 3000.00

Exhibit
2-18-10 BCC
Item 11B1

11B2

Memorandum

Office of Chairman Dennis C. Moss
District9
Stephen P. Clark Center · 111 NW 1st Street, Suite 320 · Miami, Florida · 33128
Telephone: 305.375.4832· Facsimile: 305.372.6011 · E-mail: District9@miamidade.gov

Date: February 18, 2010

To: Dianne Collins, Miami-Dade Clerk of the Board
Vivian Gonzalez-Cao

From: Dennis C. Moss, Chairman
Miami-Dade County Board of County Commissioners, District 9

Re: **Office of the Chair Allocation**

I would like to make the following allocations from my discretionary funds to support the following organization.

1 √ $500.00 **The National Kidney Foundation of Florida for the 2010 Miami Kidney Walk**

CLERK OF THE BOARD
2010 FEB 22 AM 10:43
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.

Total $500.00

Exhibit
2-18-10 BCC
Item 11B2

11B3

Commissioner Javier Souto
District 10 ~~Carryover~~ Office Funds
Allocations for Meeting of February 18, 2010

I would like to make the following allocations from my District 10 ~~Carryover~~ Office Funds:

(2) $16,000 to the Miami Dade Kendall Police Station for the Miami International Agriculture & Cattle Show

(1) $5,000 to the Miami Dade Fire Fighters Union

Exhibit
2-18-10 BCC
Item 11B3

11B4

Date: February 18, 2010

To: Clerk of the Board

From: Jose "Pepe" Diaz
Commissioner, District 12

Subject: February 18, 2010 Board of County Commissioners' Meeting

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I would like to allocate the following from my:

DISTRICT 12 DISCRETIONARY RESERVE

Organization	Allocation Amount

DISTRICT 12 OFFICE BUDGET

Organization	Allocation Amount
Citizen Crime Watch	$5,000.00
Miami Springs Optimist Club	$12,500.00

Exhibit
2-18-10 BCC
Item 11B4