



Miami-Dade County Board of County Commissioners

Office of the Commission Auditor

Board of County Commissioners Meeting

March 18, 2014
9:30 A.M.
Commission Chamber

Research Division

Charles Anderson, CPA
Commission Auditor
111 NW First Street, Suite 1030
Miami, Florida 33128
305-375-4354

Board of County Commissioners
March 18, 2014 Meeting
Research Notes

Item No.	Research Notes									
4A 140527	ORDINANCE RELATING TO ZONING; PROHIBITING NEW JUNKYARD OR SCRAP METAL USES IN THE NORTH CENTRAL URBAN AREA DISTRICT; AMENDING SECTION 33-284.99.50 OF THE CODE OF MIAMI-DADE COUNTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE									
Notes	<p>The proposed ordinance, relating to zoning, prohibits new junkyard or scrap metal uses in the North Central Urban Area District (NCUAD), amending Section 33-284.99.50 of the Code of Miami-Dade County.</p> <p>The proposed ordinance adds the following language regarding the prohibited uses in the NCUAD:</p> <p><i>C. Prohibited Uses. Notwithstanding the provisions of 33-284.83(A)(6), 33-13, 33-15, or any other provisions of this code to the contrary, no junkyard or scrap metal use shall be permitted in the North Central Urban Area District as a new unusual use or special exception. Nothing contained in this article shall be deemed or construed to prohibit a continuation of a legal nonconforming junkyard or scrap metal use in the North Central Urban Area District that either: (1) was existing as of the date of the district boundary change on the property to North Central Urban Area District; or (2) on or before January 1, 2014, had received final site plan approval through a public hearing pursuant to this chapter or through administrative site plan review or had a valid building permit. However, any structure, use, or occupancy in the North Central Urban Area District that is discontinued for a period of at least six months, or is superseded by a lawful use permitted under this chapter, or that incurs damage to an extent of 50 percent or more of its market value, shall be subject to Section 33-284.89.2 of this chapter.</i></p>									
4B 140528	ORDINANCE AMENDING SECTIONS 2-1335 AND 2-1336 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA TO MODIFY THE MEMBERSHIP OF THE COMMUNITY IMAGE ADVISORY BOARD ("CIAB"), PROVIDE FOR THE CIAB'S APPOINTMENT OF ITS OWN MEMBERSHIP, AND REPLACE REFERENCES TO "COUNTY MANAGER" WITH "COUNTY MAYOR"; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE									
Notes	<p>The proposed ordinance amends Sections 2-1335 and 2-1336 of the Code of Miami-Dade County (Code), to modify the membership of the Community Image Advisory Board (CIAB), provide for the CIAB's appointment of its own membership, and replace references to "County Manager" with "county mayor".</p> <table><tr><th>Section of Code</th><th>Current Code</th><th>Proposed Amendments <i>Bold refers to proposed amendments.</i></th></tr><tr><td>Sec. 2-1335(1) Organization of the Board - Membership</td><td><p><i>Membership.</i> The Advisory Board shall be made up of the following members:</p><p>b. A representative from the Miami-Dade County <i>Solid Waste</i> Department;</p><p>c. A representative member from Team Metro;</p><p>d. A representative from <i>each municipality</i> located within Miami-Dade County;</p><p>e. A representative from West Kendall;</p><p>f. A representative from the Miami-Dade County Public Works Department;</p><p>g. A representative from the Miami-Dade Transit <i>Agency</i>;</p><p>h. A representative from the Miami-Dade County <i>Park and Recreation Department</i>;</p><p>i. A representative from the County <i>Manager's</i> Office;</p><p>k. A representative from the Expressway Authority;</p><p>n. A representative from the Miami-Dade <i>Planning & Zoning</i> Department;</p><p>s. A representative from the Homestead/Florida City Chamber of Commerce;</p><p>t. A representative <i>from the Greater Miami Chamber of Commerce</i>;</p><p>x. A representative from Amtrak;</p><p>y. A representative from Tri-Rail.</p><p>z. A representative <i>on behalf of the media sector.</i></p></td><td><p>Membership. The Advisory Board shall be made up of the following members:</p><p>b. A representative from the Miami-Dade County Public Works and Waste Management Department;</p><p>d. A representative from seven municipalities located within Miami-Dade County;</p><p>g. A representative from the Miami-Dade Transit Department;</p><p>h. Two representatives from the Miami-Dade County Parks, Recreation, and Open Spaces Department;</p><p>i. A representative from the County Mayor's Office;</p><p>k. A representative from Miami-Dade Expressway Authority;</p><p>n. A representative from the Miami-Dade Regulatory and Economic Resources Department;</p><p>t. A representative one chamber of commerce in Miami-Dade County;</p><p>x. A representative from the train / railroad industry;</p><p>z. A representative from the Miami Herald;</p><p>aa. A representative from the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) / Miami-Dade County Cooperative Extension;</p><p>bb. A representative from two institutes of higher education;</p><p>cc. Two members at large; and</p><p>dd. A representative from two non-profit organizations within Miami-Dade County.</p><p>Notwithstanding the foregoing, the Advisory Board shall be permitted, by majority vote, to alter the composition of the Advisory Board without further amendment of this Ordinance. To the extent the Advisory Board creates new membership categories under this paragraph, the Advisory Board shall notify the Clerk of the Board of County Commissioners of the new membership category created. Persons selected to fill new membership categories created by the Advisory Board shall be appointed in accordance with Section (2), below.</p></td></tr><tr><td>Sec. 2-1335(2)</td><td>Appointment of members. The County</td><td>Appointment of Chairperson and Members of Advisory Board.</td></tr></table>	Section of Code	Current Code	Proposed Amendments <i>Bold refers to proposed amendments.</i>	Sec. 2-1335(1) Organization of the Board - Membership	<p><i>Membership.</i> The Advisory Board shall be made up of the following members:</p> <p>b. A representative from the Miami-Dade County <i>Solid Waste</i> Department;</p> <p>c. A representative member from Team Metro;</p> <p>d. A representative from <i>each municipality</i> located within Miami-Dade County;</p> <p>e. A representative from West Kendall;</p> <p>f. A representative from the Miami-Dade County Public Works Department;</p> <p>g. A representative from the Miami-Dade Transit <i>Agency</i>;</p> <p>h. A representative from the Miami-Dade County <i>Park and Recreation Department</i>;</p> <p>i. A representative from the County <i>Manager's</i> Office;</p> <p>k. A representative from the Expressway Authority;</p> <p>n. 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	Appointment	Manager shall contact each of the organizations, companies, and municipalities referenced in Section (1) above, and shall request that each of these organizations, companies, and municipalities submit the names of at least one (1) interested and eligible nominee. The nominee from West Kendall shall be selected by the Commissioner from District 11. These nominees shall be submitted to the Board of County Commissioners in the form of a report for approval and appointment to the Advisory Board.	The Chairperson of the Advisory Board shall be appointed by the Chairperson of the Board of County Commissioners. A person designated by the Advisory Board shall contact each of the organizations, companies, and municipalities referenced in Section (1) above, and shall request that each of these organizations, companies, and municipalities submit the names of at least one (1) interested and eligible nominee. The membership slots for municipalities created under Section (1)(d) shall be filled on a first-come, first-served basis. These nominees shall be submitted to the Advisory Board in the form of a report for approval and appointment to the Advisory Board.
	Sec. 2-1335(3) Unfilled Membership Vacancies	<i>New Subsection</i>	Unfilled Membership Vacancies. If any membership slot created under Section (1) remains unfilled for a period of three (3) months from the date the vacancy occurs, then the Advisory Board may fill said vacant membership slot as if that slot were designated for an at-large member under Section (1).
	Sec. 2-1335(7) Staff and Facility Support.	Staff and Facility Support. The County Manager and the County Attorney shall provide such staff support to the Advisory Board as may be necessary to accomplish its purpose. The County Manager will provide such facilities as the Advisory Board may deem necessary to accomplish its purposes.	Staff and Facility Support. The County Mayor and the County Attorney shall provide such staff support to the Advisory Board as may be necessary to accomplish its purpose. The County Mayor will provide such facilities as the Advisory Board may deem necessary to accomplish its purposes.
	Sec. 2-1336 Function	Implementation of the Community Image Plan. It shall be the responsibility of the County Manager to implement the elements of the plans that she or he, in her or his discretion, determines are in the best interest of the County.	Implementation of the Community Image Plan. It shall be the responsibility of the County Mayor to implement the elements of the plans that she or he, in her or his discretion, determines are in the best interest of the County.
4D 140543	ORDINANCE APPROVING COVENANT TO ANNUALLY APPROPRIATE FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES OF COUNTY FOR PAYMENTS DUE ANY LIQUIDITY FACILITY PROVIDER FOR SEAPORT VARIABLE RATE BONDS AS ADDITIONAL SECURITY WHEN SEAPORT REVENUES ARE INSUFFICIENT FOR SUCH PURPOSE; AMENDING CERTAIN PROVISIONS OF ORDINANCE NO. 88-66 TO PROVIDE FOR ADDITIONAL FUNDS TO BE INCLUDED IN DEFINITION OF SEAPORT REVENUES, CHANGING CALCULATIONS RELATING TO RATE COVENANT AND ADDITIONAL BONDS TEST AND APPLICATION OF MONEYS IN GENERAL FUND, AND CREATING RATE STABILIZATION ACCOUNT AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE(Finance Department)		
Notes	<p>The proposed ordinance (Amending Ordinance) authorizes a covenant to annually budget and appropriate from legally available non ad-valorem revenues of the County as security for liquidity providers that secure variable rate Seaport Revenue Bonds and amends certain provisions of Ordinance 88-66 enacted by the Board on July 5, 1988 (Master Ordinance) with respect to Seaport revenue bonds. The amendments to the Master Ordinance include the following:</p> <ul style="list-style-type: none">• Without the need for bondholders’ consent:<ul style="list-style-type: none">○ Addition of certain State Comprehensive Enhanced Transportation System (SCETS) to be received by the County to the definition of Revenues;○ Clarification of the calculation of maximum Principal and Interest Requirements when variable rate bonds are secured by a liquidity facility (usually a letter of credit); and○ Addition of new definitions needed to effectuate the amendments referenced above.• With written consent from 51% of the bondholders:<ul style="list-style-type: none">○ Change in the rate covenant from maximum Principal and Interest Requirements in any future fiscal year to Principal and Interest Requirements in the current fiscal year;○ Change in the definition of Principal and Interest Requirements to count only the interest and not principal on any Interim Bonds or Interim Notes (five years or less, i.e. commercial paper program) if the County authorizes their take out with revenue bonds when they are authorized;○ Creation of a Rate Stabilization Fund to capture any excess Revenues in each year that can be used to make up any shortfalls in that Fiscal Year and can be used as a source of Revenues for purposes of the rate covenant and additional bonds test;○ Revision to the application of funds to include the use of the Rate Stabilization Fund; and○ Addition of new definitions needed to effectuate the amendments referenced above.		
Fiscal Impact			

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	The enactment of the Amending Ordinance will have no immediate fiscal impact on the County. A series of bonds will only be issued pursuant to a subsequent series resolution adopted by the Board which will set the parameters for establishing the terms, maturities, interest rates and other details of each series of bonds. The funding source for any Bonds issued with the amendments is Seaport revenues and with respect to any liquidity facility, seaport revenues and if they are insufficient, legally available non-ad valorem revenues of the County.																							
7A 132075	ORDINANCE RELATING TO COMMERCIAL VEHICLE IDENTIFICATION; AMENDING SECTION 8A-276 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO ELIMINATE REQUIREMENT THAT COMMERCIAL VEHICLE MARKINGS INCLUDE THE ADDRESS OF THE OWNER, TO ELIMINATE NEED FOR PERMANENT MARKING AND OCCUPATIONAL LICENSE NUMBERS, AND CHANGING PENALTIES; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE																							
Notes	The proposed ordinance relating to commercial vehicle identification, amends Section 8A-276 of the Code of Miami-Dade County (Code), eliminating the requirement that commercial vehicle markings include the address of the owner, eliminating the need for permanent marking and occupational license numbers, and changing penalties.																							
	<table><tr><th colspan="4">COMMERCIAL VEHICLE IDENTIFICATION Comparison of Current Regulations and Proposed Amendments <i>Miami-Dade County Code Chapter 8A, ARTICLE XIII.</i></th></tr><tr><th>Section of Code</th><th>Current Code</th><th>Proposed Amendments <i>Bold refers to proposed amendments.</i></th><th>Notes</th></tr><tr><td>Sec. 8A-276(a)(1) <i>Definitions – Commercial Vehicle</i></td><td>The words "commercial vehicle" shall mean any vehicle whether horse-drawn, motor-driven or towed, and used, constructed, or equipped for the transportation of goods, wares, merchandise, tools, or equipment in trade, commerce, or industry. The following vehicles shall be excluded from the effect of this article: Passenger automobiles including station wagons, vehicles constructed for recreational purposes or other noncommercial purposes, vehicles used by governmental agencies for official business, and other vehicles which are or may be required to be similarly identified by State or federal law.</td><td>The words "commercial vehicle" shall mean any vehicle whether motor-driven or towed, and used, constructed, or equipped for the transportation of goods, wares, merchandise, tools, or equipment in trade, commerce, or industry. The following vehicles shall be excluded from the effect of this article: Passenger automobiles including station wagons, vehicles constructed for recreational purposes or other noncommercial purposes, vehicles used by governmental agencies for official business, and other vehicles which are or may be required to be similarly identified by State or federal law.</td><td><i>Removes horse-drawn vehicles from the definition of a commercial vehicle.</i></td></tr><tr><td>Sec. 8A-276(b) <i>Vehicles, Markings of.</i></td><td>Every commercial vehicle operated on the streets of the County shall at all times display, permanently affixed and plainly marked on both sides in letters and numerals not less than three (3) inches in height, the name, address and telephone number of the owner thereof. The numbers of all occupational and business licenses issued to the owner thereof shall be similarly displayed along with and in addition to the other information required by this paragraph. If a vehicle is rented, the information required by this paragraph but applicable to the lessee or user, not the owner, must be affixed to the vehicle and may be affixed to signs made of paperboard and attached by means of tape at the time such vehicle is delivered to the user or lessee.</td><td>Every commercial vehicle operated on the streets of the County shall at all times display, plainly marked in letters and numerals not less than three (3) inches in height, the name and telephone number of the owner or business thereof. Any contractor required to be licensed by the State or Miami-Dade County shall also comply with Section 10-4(b) of this code.</td><td><i>Provides that the owner's business telephone number can also be displayed.</i> <i>Eliminates the requirement that commercial vehicle markings include the address of the owner.</i> <i>Eliminates the need for permanent marking and occupational license number. According to the County Attorney's Office, Section 10-4(b)* relates only to contractors who must be licensed. For them, the lettering would need to be permanent. For all other commercial vehicles included in the proposed ordinance, the permanent is removed.</i></td></tr><tr><td>Sec. 8A-276(c)(1)</td><td>A violation of this section shall be punished by:</td><td>A violation of this section shall be punished by:</td><td><i>Changes penalties, removing the not more</i></td></tr></table>				COMMERCIAL VEHICLE IDENTIFICATION Comparison of Current Regulations and Proposed Amendments <i>Miami-Dade County Code Chapter 8A, ARTICLE XIII.</i>				Section of Code	Current Code	Proposed Amendments <i>Bold refers to proposed amendments.</i>	Notes	Sec. 8A-276(a)(1) <i>Definitions – Commercial Vehicle</i>	The words "commercial vehicle" shall mean any vehicle whether horse-drawn , motor-driven or towed, and used, constructed, or equipped for the transportation of goods, wares, merchandise, tools, or equipment in trade, commerce, or industry. 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	Violations.	a. Not more than thirty (30) days imprisonment; b. A fine of not more than two hundred fifty dollars (\$250.00); c. Both such fine and imprisonment in the discretion of the court having jurisdiction over the cause; d. Fines in accordance with Chapter 8CC of the Code of Miami-Dade County; or e. Completion of the Miami-Dade County Diversion Program, pursuant to Implementing Order of the Board of County Commissioners.	a. A fine of not more than two hundred fifty dollars (\$250.00); b. Fines in accordance with Chapter 8CC of the Code of Miami-Dade County; or c. Completion of the Miami-Dade County Diversion Program, pursuant to Implementing Order of the Board of County Commissioners.	<i>than 30 days imprisonment for violation of Sec. 8A-276 of the Code.</i>
Sec. 8A-276(c)(2)	Violations	A second violation of this section shall be punished by: a. Not more than thirty (30) days imprisonment; b. A fine of not more than five hundred dollars (\$500.00); c. Both such fine and imprisonment in the discretion of the court having jurisdiction over the cause; d. Fines in accordance with Chapter 8CC of the Code of Miami-Dade County; or e. Completion of the Miami-Dade County Diversion Program, pursuant to Implementing Order of the Board of County Commissioners.	A second violation of this section shall be punished by: a. A fine of not more than five hundred dollars (\$500.00); b. Fines in accordance with Chapter 8CC of the Code of Miami-Dade County; or c. Completion of the Miami-Dade County Diversion Program, pursuant to Implementing Order of the Board of County Commissioners.	<i>Changes penalties, removing the not more than 30 days imprisonment for a second violation of Sec. 8A-276 of the Code.</i>
Sec. 8A-276(c)(3)	Violations	Any subsequent violations of this section shall be punished by: a. Not more than thirty (30) days imprisonment; b. A fine of not more than one thousand dollars (\$1,000.00); c. Both such fine and imprisonment in the discretion of the court having jurisdiction over the cause; d. Fines in accordance with Chapter 8CC of the Code of Miami-Dade County; or e. Completion of the Miami-Dade County Diversion Program, pursuant to Implementing Order of the Board of County Commissioners.	Any subsequent violations of this section shall be punished by: a. A fine of not more than one thousand dollars (\$1,000.00); b. Fines in accordance with Chapter 8CC of the Code of Miami-Dade County; or c. Completion of the Miami-Dade County Diversion Program, pursuant to Implementing Order of the Board of County Commissioners.	<i>Changes penalties, removing the not more than 30 days imprisonment for any subsequent violation of Sec. 8A-276 of the Code.</i>
<p><u>*Section 10-4(b) of the Code, Identification of Vehicles.</u> <i>Contractors conducting their contracting business within Miami-Dade County shall identify all trucks used in the furtherance of their business by use in the transporting of materials, equipment or employees to a job site, excepting a truck owned by an employee which truck is only used for private transportation or in carrying employees' personal tools and personal equipment necessary to fulfill their job tasks, by placing on the sides thereof, in a permanent manner, identification of contractor, by name or symbol, and their certificate number, in letters and numerals not less than three (3) inches in height, excepting those trucks rented or leased by a contractor from a commercial vehicle rental agency for a period of less than one (1) month and such trucks are plainly marked with the name of the lessor in letters and numerals not less than three (3) inches in height.</i></p>				
<p>Additional Information <u>State or Federal Requirements</u> The Code excludes the following vehicles as commercial vehicles: Passenger automobiles including station wagons, vehicles constructed for recreational purposes or other noncommercial purposes, vehicles used by governmental agencies for official business, and other vehicles which are or may be required to be similarly identified by State or federal law.</p> <p>According to the County Attorney's Office, the current Code is <u>not</u> in conflict with State or federal law because those vehicles are excluded from the definition of commercial vehicles. However, this has caused some confusion for the vehicle owner because neither State nor federal law requires the address of the owner as a vehicle marking. Therefore, by eliminating the requirement that commercial vehicle markings include the address of the owner, the proposed ordinance makes the County Code consistent with State and Federal requirements.</p> <p><u>March 4, 2014 BCC Reconsideration of Proposed Item</u></p>				

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	<i>At the March 4, 2014 BCC meeting, there was an issue concerning whether the amendment contained in this item would apply to tow trucks and so the item was reconsidered. However, no amendment was done at that time. According to the County Attorney's Office, research has shown that tow truck signs are separately regulated in Section 30-467 such that the proposed item does not affect them.</i>												
8A1 132397	RESOLUTION APPROVING AWARD OF A LEASE AND CONCESSION AGREEMENT FOR THE NORTH TERMINAL MARKETPLACE CONCESSIONS AT MIAMI INTERNATIONAL AIRPORT (MIA), RFP NO. MDAD-03-11, PACKAGE 2 - MEDITERRANEAN, TO THE MEDITERRANEAN KITCHEN, LLC, WITH A MINIMUM ANNUAL GUARANTEE OF \$320,397.00, OR FIFTEEN PERCENT (15%) OF GROSS REVENUE, WHICHEVER IS GREATER, AND FOR A TERM OF EIGHT (8) YEARS, WITH A TWO (2) YEAR OPTION TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN												
SUPP. 140415	SUPPLEMENTAL INFORMATION SUBSEQUENT TO BID PROTEST FILED BY PASHA'S MARKETPLACE, LLC FOR THE NON-EXCLUSIVE LEASE AND CONCESSION AGREEMENT FOR THE NORTH TERMINAL MARKETPLACE CONCESSIONS PROGRAM AT MIAMI INTERNATIONAL AIRPORT, RFP NO. MDAD-03-11, PACKAGE 2												
Notes	<p>The proposed resolution approves the award of a Non-Exclusive Lease and Concession Agreement for the North Terminal Marketplace Concessions Program at Miami International Airport (MIA), RFP No. MDAD-03-11, Package 2 (Mediterranean) to The Mediterranean Kitchen, LLC (TMK).</p> <p>This project will generate revenue for the Miami-Dade Aviation Department (MDAD). Payment provisions to MDAD include the greater of a Minimum Annual Guarantee (MAG) of \$320,397.00 or fifteen percent (15%) of gross revenues.</p> <p>Background MDAD advertised the RFP on March 28, 2012, for qualified concessionaires for the MIA North Terminal Marketplace Concessions Program - Packages 1, 2, 3, 4, 5, and 6 to finance, develop, manage, operate and maintain the location, establishing high-quality, state-of-the-art, retail, food and beverage concessions. Each space under this program has been assigned a designated concept category based on analysis of historic customer preferences at MIA and other airports of similar size and passenger traffic mix. The six (6) designated concession categories are: Cigars; Mediterranean; Pizza by the Slice; Empanadas; Stone Crabs; and Caribbean.</p> <p>The Evaluation/Selection Committee met November 29, 2012, reviewed the proposals, and recommended oral presentations from all proposers in order to perform a technical assessment for each package. On January 11, 2013, with the exception of BMG Branded Foods d/b/a Marhaba Airport Group, which opted not to present, oral presentations were heard from the following proposers for the Mediterranean Package: HOST International Inc.; Pasha's Marketplace, LLC; The Mediterranean Kitchen, LLC; and PREMAIR Hospitality Group, LLC.</p> <p>Upon concluding the oral presentations, the Committee reviewed the proposals for responsibility and the minimum qualifications. After further review and opening the price proposals, the Committee recommended The Mediterranean Kitchen LLC for award of the Non-Exclusive Lease and Concession Agreement for the North Terminal Marketplace Concessions at MIA, Package 2 – Mediterranean.</p> <p>Contract Measures Thirty percent (30%) Airport Concession Disadvantaged Business Enterprise (ACDBE). The Mediterranean Kitchen, LLC, is 100% ACDBE certified.</p> <p>Supplemental Information Subsequent to the Bid Protest filed by Pasha's Marketplace, LLC The RFP was advertised for a Mediterranean food vendor at Miami International Airport. As described in the RFP, this vendor would serve foods such as "moussaka, gourmet wraps, roasted/marinated vegetables, tapas, ratatouille appetizers, spiced olives, regional cheeses, baked items, and desserts." The winning proposer was TMK. TMK is a concept created by Icebox Café, which will serve a full Mediterranean menu of such items as falafel, hummus, grape leaves, tabouleh, almond cookies, and apricot bars.</p> <p>The next ranked proposer was Pasha's Marketplace, LLC, (Pasha's). Pasha's filed a bid protest on December 20, 2013. Although the Hearing Examiner ultimately rejected the protest, siding with the County, he did raise questions about the MDAD procurement process.</p> <table><tr><th colspan="3">Additional Information on the North Terminal Marketplace Concession Program</th></tr><tr><td colspan="3">On July 2, 2013, the BCC adopted the following resolutions approving the awards of Non-Exclusive Lease and Concession Agreements for the North Terminal Marketplace Concessions Program at Miami International Airport, RFP No. MDAD-03-11, for Packages 1 (Cigars), Package 4 (Empanadas) and Package 6 (Caribbean). The Agreements are eight (8) year terms and may be extended by the Aviation Director or designee, for a maximum of one (1), two (2) year term.</td></tr><tr><td>R-505-13</td><td>Package 1 (Cigars) to Cuban Crafters MIA, LLC</td><td><p>This Agreement will generate revenue for the MDAD. Payment provisions include the greater of a MAG of \$72,000.00 or fifteen percent (15%) of gross revenues.</p><p>The Evaluation/Selection Committee met November 29, 2012, and recommended oral presentations from the sole proposer Cuban Crafters MIA, LLC.</p><p>Cuban Crafters is 100% ACDBE certified.</p></td></tr><tr><td>R-506-13</td><td>Package 4</td><td>This Agreement will generate revenue for the MDAD. Payment provisions include the greater of a</td></tr></table>	Additional Information on the North Terminal Marketplace Concession Program			On July 2, 2013, the BCC adopted the following resolutions approving the awards of Non-Exclusive Lease and Concession Agreements for the North Terminal Marketplace Concessions Program at Miami International Airport, RFP No. MDAD-03-11, for Packages 1 (Cigars), Package 4 (Empanadas) and Package 6 (Caribbean). The Agreements are eight (8) year terms and may be extended by the Aviation Director or designee, for a maximum of one (1), two (2) year term.			R-505-13	Package 1 (Cigars) to Cuban Crafters MIA, LLC	<p>This Agreement will generate revenue for the MDAD. 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R-506-13	Package 4	This Agreement will generate revenue for the MDAD. Payment provisions include the greater of a											

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		(Empanadas) to Half Moon Empanadas MIA, LLC	<p>MAG of \$101,000.00, or fifteen percent (15%) of gross revenues.</p> <p>On December 11, 2012, the Committee heard oral presentations from the following proposers: Sergio's Airport Concessionaire LLC; BMG Branded Foods d/b/a El Arepazo 2 Airport Group; Half Moon Empanadas at MIA, LLC; Castell Enterprises, Inc. (Latin Café); and Premair Hospitality Group, LLC (Panna Café).</p> <p>Upon conclusion, the Committee members reviewed the proposals for responsibility and minimum qualifications. After opening the price proposals, the Committee recommended Half Moon Empanadas at MIA, LLC, for award of the Non-Exclusive Lease and Concession Agreement for the MIA North Terminal Marketplace Concessions, Package 4 – Empanadas.</p> <p>Half Moon Empanadas is 100% ACDBE certified.</p>
	R-508-13	Package 6 (Caribbean) to Chefs of the Caribbean, LLC	<p>This Agreement will generate revenue for the MDAD. Payment provisions include the greater of a MAG of \$135,000.00, or fifteen percent (15%) of gross revenues.</p> <p>On January 25, 2013, the Committee heard oral presentations from the following proposers on Package 6, Caribbean: Chefs of the Caribbean, LLC; HMS Host – MIA Beach House; and 7K Corporation – Kokonuts Island Eatery.</p> <p>Upon conclusion, the Committee reviewed the proposals for responsibility and minimum qualifications. After opening the price proposals, the Committee recommended Chefs of the Caribbean, LLC, for award of the Non-Exclusive Lease and Concession Agreement for the North Terminal Marketplace Concessions at MIA, Package 6 – Caribbean.</p> <p>Chefs of the Caribbean, LLC is 100% ACDBE certified.</p>
	<p>On November 5, 2013, the BCC adopted R- 884-13 approving the award of a Non-Exclusive Lease and Concession Agreement (Agreement) for the North Terminal Marketplace Concessions Program at MIA, RFP No. MDAD-03-11, Package 5 (Stone Crabs) to 27 Entrepreneurs Miami International Airport, LLC, d/b/a George Stone Crab, a Joint Venture among 27 Entrepreneurs, LLC, GSC Restaurant, LLC, and The River Oyster House and Wood Grille, Inc. (George Stone Crab or the Concessionaire).</p> <p>This project will generate revenue for the Miami-Dade Aviation Department (MDAD). Payment provisions to the Miami-Dade Aviation Department include a Minimum Annual Guarantee (MAG) of \$114,750.00, or fifteen percent (15%) of gross revenues, whichever is greater.</p>		
	<p>On February 4, 2014, the BCC adopted R-95-14, rejecting nine (9) proposals received on Package 3 (Pizza by the Slice) for North Terminal Marketplace Concessions Program at Miami International Airport (MIA), RFP No. MDAD-03-11.</p>		
	<p>Highlights from the Hearing Officer's Findings & Recommendation</p> <p>A hearing was conducted on December 20, 2013 and the Findings & Recommendation were provided on January 13, 2014.</p> <ul style="list-style-type: none"> • <i>It is projected annual sales were an unrealistic and wildly over stated at almost double that of the other bidders. (p. 2)</i> • <i>The County argued that the security bond required by the RFP and deep pockets of Icebox would guarantee the County would suffer no harm for awarding the contract to Icebox. No surety, it was argued, would cover Icebox's nonperformance. (p. 2)</i> • <i>Pasha's argues it was misled by statements along with language in the RFP into believing the County required the successful bidder to specialize in Mediterranean food as its core mission. They are right on target here. Well, says the County, the RFP says you cannot rely on statements made by County employees. But Pasha's acting reasonably under the circumstances was misled. All in all, this is not one of the County's finest hours. (p. 3)</i> • <i>The County is bound to consider only what was presented at the hearing, so says the ordinance. This may keep otherwise important evidence from consideration. (p. 4)</i> • <i>The time frames from filing the protest to final hearing prevent any reasonable attempts at discovery. Nothing in the rules of civil procedure governing civil law suits require such draconian time frames and results. It is time for the County to revisit the ordinance and implementation rules in a collaborative process with the lawyers and judges who handle these matters. These cases can be seen to test the integrity of governance. (p. 4)</i> • <i>The Standard of Review, the County is to be sustained unless it has acted in an arbitrary and capricious manner. The standard of review presents a high barrier to those who would challenge the County's action in bid cases. (p. 5)</i> • <i>Pasha's Marketplace was ranked in first place after oral presentations with 4072 points; TMK was ranked in third place after oral presentations with 3876 points. (p. 13)</i> • <i>After the price proposals were opened, in accordance with the process specified in the RFP, the bidders were re-ranked. TMK was ranked in first place after opening the price proposal with 4626 points; Pashas was ranked second with 4493 points. (p. 14)</i> • <i>A fair reading of the RFP would suggest to proposers that the minimum qualifications were mandatory. (p. 17)</i> • <i>It is undisputed that TMK included its MAG along with its Technical Proposal in direct violation of the RFP. (p. 18)</i> • <i>As there is no evidence that inclusion of the guarantee on the CD influenced the outcome of this process, and appears to be inadvertent. No facts exist which suggest that this disclosure gave TMK any competitive advantage. (p. 18)</i> • <i>Based on the facts in this record, it is highly unlikely that TMK can achieve this promise. The County, however, points out that a</i> 		

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	<p><i>proposer does not have to guarantee its revenues, only its MAG, and that the MAG will be secured by both performance bond and letter of credit, as well as a corporate guarantee by TMK's present corporation so the County will be protected in the event of a default. (p. 19)</i></p> <ul style="list-style-type: none"> <i>The Petitioner has failed to meet its heavy burden to prove the County acted in an arbitrary and capricious manner in this case. With this recommendation, the Petitioner loses and TMK prevails. (p. 19)</i> <i>This decision in this is, for me, one of the worst of them. (p. 19)</i>
<p>8F1 132416</p> <p>SUPP. 140102</p>	<p>RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN A TOTAL AMOUNT NOT TO EXCEED \$114,000,000 WITH ALLIEDBARTON SECURITY SERVICES, LLC TO OBTAIN SECURITY GUARD SERVICES FOR MIAMI-DADE TRANSIT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN, AND ALSO AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH CONTRACT - CONTRACT NO. RFP864(Internal Services)</p> <p>SUPPLEMENTAL INFORMATION TO CONTRACT AWARD RECOMMENDATION FOR CONTRACT NO. RFP864, SECURITY GUARD SERVICES FOR MIAMI-DADE TRANSIT</p>
<p>Notes</p>	<p>The proposed resolution authorizes execution of an agreement in a total amount not to exceed \$114,000,000 with AlliedBarton Security Services, LLC to obtain Security Guard Services for Miami-Dade Transit (MDT) under Contract No. RFP864. In addition, the proposed resolution authorizes the use of Charter County Transportation Surtax Funds for such contract.</p> <p>The armed security guard services will be utilized at MDT's maintenance facilities, Metrorail and Metromover stations, bus yards, passenger park and ride lots/facilities, and major bus depots.</p> <p><u>Fiscal Impact</u> The fiscal impact for the initial four year term is \$57,000,000. If the one, four-year option to renew is exercised, the cumulative value will be \$114,000,000. Pursuant to Section 2-8.9 of the Miami-Dade County Code (Code), the prices may be adjusted to reflect the annual Living Wage increases.</p> <p>The existing contract is for four years and six months with a total allocation of \$72,600,000.</p> <p>The funding source is MDTs Operating funds. The allocation is based on prior usage and anticipated needs over the term of the contract. No federal funds will be used in this contract.</p> <p>Using the estimated hours proposed in the solicitation, the annual cost under the current contract would have been \$16,643,978. The negotiated first-year cost of AlliedBarton under the new contract is \$14,298,939, which represents a savings of \$2,345,039 or a 14.09 % decrease in cost from the current contract, and a reduction in price from their original offer of \$1,686,733, a 10.55% decrease.</p> <p>The cumulative savings for the initial four-year term, when compared to the current contract's annual price is \$10,235,783.</p> <p><u>Contract Measures</u> A Small Business Enterprise (SBE) 15% subcontractor goal was applied.</p> <p><u>Background</u> The current contract to provide security guard service to MDT expires April 24, 2014. The current vendors include 50 State Security Service, Inc. and Professional Protection & Investigations Agency, Inc. / Security Alliance (a Joint Venture).</p> <p>A Request for Proposals was issued under full and open competition to establish a successor contract for these security services. The solicitation was advertised on May 8, 2013. Fourteen proposals were received. Following evaluations of proposals by the Evaluation/Selection Committee (Committee), three firms were recommended for oral presentations: AlliedBarton Security Services, LLC. (AlliedBarton), G4S Secure Solutions (USA) Inc. (G4S), and 50 State Security Service, Inc. (50 State). Upon completion of the oral presentation, the Committee re-evaluated, re-rated, and re-ranked the proposals, based upon the written documents combined with the oral presentations. The Committee recommended the two highest ranked firms, AlliedBarton and G4S, for negotiations.</p> <p>Subsequently, the Negotiations Team (Team) met individually with each firm, and requested that the two submit their best and final offer (BAFO). The Team requested rate reductions from both firms through the BAFO process. Both firms were required to submit their BAFO to the Clerk of the Board on September 30, 2013.</p> <p>The Team reviewed the price for the entire initial term (four years). When price was calculated over the initial term of the contract, AlliedBarton's BAFO price is \$31,810 lower than G4S's BAFO price. This results from the inclusion by each of the two firms of the cost of bicycles and mobile device units as one-time charges, that are included in the first year pricing as requested in the BAFO price form.</p> <p>The Team referred back to the post-oral scores. These scores showed that five of the seven Committee members scored AlliedBarton higher than G4S for the technical criteria. Additionally, four of the seven Committee members scored Allied Barton higher than G4S for price. Since AlliedBarton was ranked the highest by the Committee, in both technical and price, and their BAFO was lower over the initial term of the contract, the team unanimously voted that AlliedBarton should be recommended for award.</p>

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	<p>SUPPLEMENTAL – Bid Protests 50 State and G4S protested the award recommendation of this contract to AlliedBarton.</p> <p><u>50 State’s Bid Protest</u> 50 State’s legal argument was the following:</p> <ul style="list-style-type: none"> The Evaluation Committee’s scoring lacked the necessary rational basis and was arbitrary and capricious. <u>Hearing Examiner’s Statements</u> 33. <i>The facts demonstrate more than a rational basis for both the decision to invite only the top two highest-scoring proposers for negotiations and BAFOs. Accordingly, 50 State’s argument fails as a matter of law because it can provide no evidence to show that the County was arbitrary or capricious in not scoring its price proposal higher and not recommending it for final round of negotiations and subsequent BAFOs.</i> Additionally, 50 State argued that the entire process was tainted by allegedly disparaging comments made by Evaluation/Selection Committee members. <u>Hearing Examiner’s Statements</u> 36. <i>50 State attempts to use comments on the record to confuse a proper process and rational award. The record establishes that 50 State was one of the top three highest ranked proposers and made the oral presentation stage before the Evaluation/Selection Committee. 50 State relies on the untenable proposition that the committee was prejudice simply because the committee members expressed their honest opinions in evaluation of the company and its proposal. N</i> <p><u>G4S’s Bid Protest</u> G4S’s legal argument was that the decision to award the contract to AlliedBarton was the following:</p> <ul style="list-style-type: none"> Arbitrary and capricious; Arbitrary in that G4S’s proposal and BAFO was twice determined to be the best qualitatively and the best value. Only after factor was introduced by the OIG did the Committee begin reversing itself. The recommendation is also capricious, as the ultimate decision to award the Contract to Allied was not based on any analysis of permissible considerations pursuant to the RFP, but rather impermissible, erroneous, or no considerations at all. <u>Hearing Examiner’s Statements</u> 32. <i>A protestor cannot prevail merely by showing that it is possible to construct an argument whereby the committee could have scored the proposals differently or could have established a different cut off point for price negotiations. The County has wide discretion in the procurement process, and “an honest excise of this discretion will not be overturned by a court even if it may appear erroneous or if reasonable people may disagree.</i> Erroneous and made in violation of applicable laws and procedures; Made in violation of County Resolution No. 204-10, the County’s Settlement Agreement with G4S and the County Ethics Ordinance; and Inconsistent with the proposals, the BAFO, and the solicitation. <u>Hearing Examiner’s Statements</u> 19. <i>The settlement agreement with the Wackenhut Cooperation (successor entity to G4S, states in pertinent part that the County shall make no reference to the Settlement Agreement, the Audit, the Final Audit Report, or the claims and controversies relating to the Federal Case, the Liquidated Damages Case, the Public Records Case, the Debarment, or the Qui Tam Case.</i> 41. <i>I conclude that the (OIG’s) statements did not violate any settlement agreement, and did not prejudice the Negotiation Committee against G4S or otherwise render their decision arbitrary or capricious.</i> In addition, G4S expressed concerns that a representative from the Office of the Inspector General inserted themselves in the evaluation process. <u>Hearing Examiner’s Statements</u> 41. <i>I conclude that the (OIG’s) statements did not violate any settlement agreement, and did not prejudice the Negotiation Committee against G4S or otherwise render their decision arbitrary or capricious.</i> 42. <i>As a matter of law it is clear that the Inspector General or his/her representative has a right to attend and comment at any time during a publically noticed meeting of a committee to procurement.</i> <p><i>The Hearing Examiner’s Findings and Recommendations dated December 24, 2013, conclude that neither protestor established any illegal conduct, or arbitrary or capricious decisions on the part of the County, thereby concurring with the County Mayor’s recommended contract award to AlliedBarton.</i></p>
8F2 140258 SUPP. 140518	<p>RESOLUTION AUTHORIZING THE REJECTION OF ALL BIDS RECEIVED IN RESPONSE TO INVITATION TO BID 8214-0/18 FOR VENDING MACHINE SERVICES AND AUTHORIZING A MONTH-TO-MONTH EXTENSION, UP TO ONE YEAR, OF CONTRACT 8214-4/12-2 FOR VENDING MACHINE SERVICES WITH ESTIMATED REVENUES OF \$240,000.00(Internal Services)</p> <p>SUPPLEMENT TO RECOMMENDATION TO REJECT ALL BIDS RECEIVED FOR INVITATION TO BID NO. 8214-0/18 AND TO EXTEND CONTRACT NO. 8214-4/12-2 ON A MONTH-TO-MONTH BASIS FOR UP TO ONE YEAR: VENDING MACHINE SERVICES</p>
Notes	<p>The proposed resolution authorizes the rejection of all bids received in response to Invitation to Bid 8214-0/18 for Vending Machine Services, and authorizes a month-to-month extension, up to one year, of Contract No. 8214-4/12-2 for Vending Machine Services with Gilly Vending, Inc. with estimated revenues of \$240,000.00.</p> <p>The requested extension will provide time for a new solicitation to be advertised, evaluated, and presented to the Board of County Commissioners (Board) for award.</p>

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	<p><u>Resolution No. 345-13</u></p> <p>At the May 7, 2013 Board of County Commissioners (BCC) meeting, the BCC considered a resolution authorizing waiver of formal bid procedures for a retroactive contract modification (File No. 130451). Subsequently the item was amended and the following issues were discussed:</p> <ul style="list-style-type: none"> • After reviewing the proposed resolution, the BCC believed that it should be put out to bid; • The proposed resolution was adopted as amended to allow the current vendor, Gilly Vending Inc., to continue on a month to month basis as of April 1st 2013 with a limited extension of no more than 180 days, and to initiate the procurement process with a request for proposal (RFP) for vending machine services. The amended version was assigned Resolution No. R-345-13. • The Director of Internal Services Department (ISD), stated that the procurement process was simple, and the instrument used in 2007 could be recycled to advertise the RFP. He said a reasonable term would be to contract on a month-to-month basis starting April 1st, 2013, and as a safety gap, to limit the extension for 180 days. He also noted that if there was a need for an extension, this item would come back to the Board for approval, but he believed the process to complete the project would be shorter. <ul style="list-style-type: none"> ○ On 9/11/13 – The contract was administratively modified to extend the agreement for 6 months with the same terms and conditions as currently established. As a result, this new modification for six (6) months will cover the period of Oct. 1, 2013 to March 31, 2014. • ISD noted staff would like to offer that since the contract terms called for a short-term, rather than a long-term extension, it would be reasonable to expect the firm to continue with the pre-established rates, rather than the new negotiated rates. • ISD explained that the negotiating process began in April, but the contract expired on March 31st, which was why it would be retroactive as of April 1, 2013 moving forward 180 days on a month-to-month basis. • The Mayor stated that after some thought, he decided that in moving forward a policy from the Administration would be instituted whereby once contracts expired, there would be no extension, regardless of the circumstances, and the contract would go out to bid to be fair to everyone. <p>When this item came before the BCC on May 7, 2013, during discussion, it was stated that this item was to be continued on a month-to-month basis with a limited extension of six (6) months. The Director of ISD stated that if there was a need for an extension, this item would come back to the BCC for approval. However, On September 11, 2013, the Department administratively extended this contract without BCC approval and prior to the expiration of the BCC approved extension which would have been until December.</p> <p>On July 3, 2013 An Invitation to Bid was advertised under full and open competition. The method of award was to the responsive and responsible Bidder whose offer represents the highest revenue to the County. Bidders were required to provide a monthly minimum guarantee for 250 machines or less in general government facilities located in Zone 1 – the northeast part of the County, Zone 2 – the northwest part of the County, and Zone 3 – south side of the County, and an access fee per machine for 43 vending machines in Zone 4 - PortMiami. Three bids were received in response to this solicitation.</p> <p><u>Reason for Rejection</u></p> <p>The Invitation to Bid and addenda issued included some information that may have led to the receipt of inconsistent bids. During the pre-bid conference, a listing of the current vending machines countywide was requested by a vendor and issued as an addendum to the solicitation. The original solicitation document also included various examples of how the County would be calculating revenues. This information may have created conflicts with the actual pricing form included in the solicitation. While the information contained within the addendum and the examples were provided in an attempt to assist bidders in bid response preparations, the rejection of all bids and clarification to all parties regarding the concerns raised is the most equitable option available.</p> <p>Due to significant variations in vending contracts, staff is re-evaluating the needs of the County and procurement approach. Based on this review, the necessary changes to the solicitation document will be made to maximize revenues to the County while simplifying the approach for bid pricing.</p> <p><u>Fiscal Impact</u></p> <p>Extension of the existing contract with Gilly Vending, Inc., on a month-to-month basis, for up to one year, would result in revenues to the County of approximately \$277,000, if the entire one year period is necessary to re-solicit the long term replacement.</p> <p><u>SUPPLEMENTAL – Bid Protest</u></p> <p>On February 3, 2014, a bid protest was filed with the Clerk of the Board by Bettoli Trading Corp. dba Bettoli Vending (Bettoli), claiming the County acted arbitrarily, and requested that the Mayor's recommendation to reject all bids be overturned so award of the contract could be made to Bettoli. Bettoli maintains that:</p> <ul style="list-style-type: none"> • They provided the best price to the County; • The ITB specification were not ambiguous; • Even if an ambiguity existed, any ambiguity was clarified at the pre-bid conference. <p><u>Hearing Examiner's Statement</u></p> <p>20. In Florida, when a public agency decides to reject all bids, the decision will be upheld in absent evidence of fraud, collusion, or as a means to avoid competition. Neither the Hearing Examiners nor Judges are empower to second guess the judgment of government employees and elected officials as to the wisdom of a procurement decision.</p>

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	<p>23. In short, the hearing officer's sole responsibility is to ascertain whether the agency acted fraudulently, arbitrarily, illegally, or dishonestly.</p> <p>The Hearing Examiner concluded that the recommendation to reject all bids was appropriate and should be upheld. There was no evidence the County acted illegally, arbitrarily, dishonestly, or fraudulently. Furthermore, since Bettoli did not establish any illegal conduct, or arbitrary or capricious decision on the part of the County, the bid protest by the firm was denied.</p> <p>Additional Information – Existing Contract</p> <p>In August 2007, the County Manager approved the existing contract for vending machine services. This contract was expected to generate approximately \$720,000 in revenues for the County over the three-year term with two (2) one-year options-to-renew. The contract was awarded to Gilly Vending Inc. for the North Zone, and to All Seasons Services Inc. for the South Zone. The agreement incorporated additional safeguards and guarantees to ensure increased accountability into the current contract. The vendor agreed to provide enhanced commission reports including revenue commission by machine on a monthly basis.</p> <table><tr><th colspan="5">Modification History of the Existing Contract</th></tr><tr><th colspan="5">Contract No. 8214-4/12 - Vending Machine Services</th></tr><tr><th>Date</th><th>BCC (Reso. #), DPM, or CM Approved</th><th># months and modified exp. date</th><th>Additional Spending</th><th>Reason for Modification</th></tr><tr><td>6/6/12</td><td>DPM</td><td>6 mths, extending the exp. date to 3/31/13</td><td>—</td><td>Additional time and spending authority to ISD to ensure continuity of service until a successor contract awarded.</td></tr><tr><td>5/7/13</td><td>BCC (R-345-13)</td><td>180 days, extending the exp. Date to 9/30/13</td><td>—</td><td>Month to month with a limited extension of no more than 180 days, and to initiate the procurement process with a RFP for vending machine services.</td></tr><tr><td>9/20/13</td><td>DPM</td><td>6 mths, extending the exp. date to 3/31/14</td><td>—</td><td>Administratively modified; on 9/11/13 Gilly Vending, Inc. agreed to extend the agreement for 6 months with the same terms and conditions as currently established. As a result, this new modification for 6 months will cover the period of Oct. 1, 2013 to Mar. 31, 2014.</td></tr></table> <p>Gilly Vending - Additional Information</p> <p><u>2004 Audit and Management Services Department Audit Report – Gilly Vending, Inc.</u></p> <p>According to the memorandum dated January 20, 2004, from the Department of Audit and Management Services (AMS), AMS conducted a review of Gilly Vending, Inc. records from January 1, 1999 through June 30, 2003. The review was to determine accuracy of reported revenues and commission fees paid to the Miami-Dade Seaport Department (Seaport) and General Services Administration (GSA) in accordance with applicable vending contracts. As part of the review, AMS verified revenues from commission reports against supporting vending machine collection records, company financial statements and federal tax returns.</p> <p>The summary results state that commissions paid by Gilly for the period of January 1, 1999 through June 30, 2003, were accurate in all material respects. Some minor calculation errors were noted in computing commission fees payable and, although Gilly reported fees due of \$2,211 in November 1999, the Seaport has no record of payment. In the aggregate, the Seaport and GSA should invoice Gilly for additional commissions due totaling \$6,818 and \$2,328, respectively.</p> <p>Additional Information – Other Contracts Held by Gilly</p> <p>In addition to this contract, Gilly Vending is the Secondary Vendor for the Miami-Dade Transit Vending Machine Services Program. Due to the success of the Vending Machine Services Pilot Project, on September 1, 2011, under Resolution No. 666-11, the BCC authorized implementation of a full program for vending machine services at Metrorail and Metromover stations, authorizing the County Mayor or his designee to exercise the existing contract option with URD News LLC and with Gully Vending Inc. as the Secondary Vendor.</p>	Modification History of the Existing Contract					Contract No. 8214-4/12 - Vending Machine Services					Date	BCC (Reso. #), DPM, or CM Approved	# months and modified exp. date	Additional Spending	Reason for Modification	6/6/12	DPM	6 mths, extending the exp. date to 3/31/13	—	Additional time and spending authority to ISD to ensure continuity of service until a successor contract awarded.	5/7/13	BCC (R-345-13)	180 days, extending the exp. 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11A2 140558	RESOLUTION OPPOSING STATE LEGISLATION THAT WOULD PREEMPT MIAMI-DADE COUNTY'S WAGE THEFT ORDINANCE																														
Notes	<p>The proposed resolution opposes any legislation filed for consideration during the Florida Legislature's 2014 session that would preempt Miami-Dade County's wage theft ordinance.</p> <p>In addition, the proposed ordinance directs the Office of Intergovernmental Affairs to amend the 2014 state legislative package that has been presented to the Board of County Commissioners (Board) to include this item.</p>																														
11A3 140476	RESOLUTION APPROVING AND RATIFYING AMENDMENT OF THE 2011-2014 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1363 REGARDING THE GAIN SHARING PLAN																														
Notes	The proposed resolution approves and ratifies the amendment of the collective bargaining agreement by and among Miami-Dade County,																														

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	<p>the Public Health Trust and AFSCME Local 1363, for the period of October 1, 2011 through September 30, 2014.</p> <p>This amendment will provide for an employee gain-sharing plan that would allow eligible employees to receive payroll payments based upon financial performance indicator results.</p> <p>This amendment will also provide for full-time and part-time employees to accrue up to six (6) Personal Leave days from the ratification date of this amendment to September 30, 2014.</p> <p>Based on audited financial statements of the Public Health Trust for FY2012-13, eligible bargaining unit employees would receive a cash payout on the first full pay period after approval and ratification of the agreement in the amount of two percent (2%) of their total base pay for the 12-month period ended September 30, 2013.</p> <p>The calculation would exclude any premium pay, differentials, overtime, or other pay supplements.</p> <p>The fiscal impact of the gain-sharing plan for AFSCME, Local 1363 would be \$2,687,820 for FY 2012-13 and would be funded from operating revenues. The fiscal impact of the restoration of the six (6) Personal Leave days would be \$3,590,297.</p> <p>AFSCME bargaining unit members will not receive a cost of living adjustment (COLA) increase for the 2013-2014 fiscal year.</p>
11A4 140477	<p>RESOLUTION APPROVING AND RATIFYING AMENDMENT OF THE 2011-2014 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1991 - ATTENDING PHYSICIANS REGARDING THE GAIN SHARING PLAN</p>
Notes	<p>The proposed resolution approves and ratifies the amendment of the collective bargaining agreement by and among Miami-Dade County, the Public Health Trust and Attending Physicians, SEIU Local 1991 for the period of October 1, 2011 through September 30, 2014.</p> <p>This amendment will provide for an employee gain-sharing plan that would allow eligible employees to receive payroll payments based upon financial performance indicator results.</p> <p>Based on audited financial statements of the Public Health Trust for FY2012-13, eligible bargaining unit employees would receive a cash payout on the first full pay period after approval and ratification of the agreement in the amount of two percent (2%) of their total base pay for the 12-month period ended September 30, 2013.</p> <p>The calculation would exclude any premium pay, differentials, overtime, or other pay supplements.</p> <p>The fiscal impact of the gain-sharing plan for SEIU, Local 1991- Attending Physicians would be \$374,076 for FY 2012-13 and would be funded from operating revenues.</p> <p>SEIU bargaining unit members will not receive a cost of living adjustment (COLA) increase for the 2013-2014 fiscal year.</p>
11A5 140478	<p>RESOLUTION APPROVING AND RATIFYING AMENDMENT OF THE 2011-2014 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1991 – PROFESSIONALS, REGARDING THE GAIN SHARING PLAN</p>
Notes	<p>The proposed resolution approves and ratifies the amendment of the collective bargaining agreement by and among Miami-Dade County, the Public Health Trust and SEIU, Local 1991, Professionals for the period of October 1, 2011 through September 30, 2014.</p> <p>This amendment will provide for an employee gain-sharing plan that would allow eligible employees to receive payroll payments based upon financial performance indicator results.</p> <p>Based on audited financial statements of the Public Health Trust for FY2012-13, eligible bargaining unit employees would receive a cash payout on the first full pay period after approval and ratification of the agreement in the amount of two percent (2%) of their total base pay for the 12-month period ended September 30, 2013.</p> <p>The calculation would exclude any premium pay, differentials, overtime, or other pay supplements.</p> <p>The fiscal impact of the gain-sharing plan for SEIU, Local 1991- Professionals would be \$936,446 for FY 2012-13 and would be funded from operating revenues.</p> <p>SEIU bargaining unit members will not receive a cost of living adjustment (COLA) increase for the 2013-2014 fiscal year.</p>
11A6 140479	<p>RESOLUTION APPROVING AND RATIFYING AMENDMENT OF THE 2011-2014 COLLECTIVE BARGAINING AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, THE PUBLIC HEALTH TRUST AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1991 – REGISTERED NURSES, REGARDING THE GAIN SHARING PLAN</p>
Notes	<p>The proposed resolution approves and ratifies the amendment of the collective bargaining agreement by and among Miami-Dade County, the Public Health Trust and SEIU, Local 1991, Registered Nurses for the period of October 1, 2011 through September 30, 2014.</p>

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	<p>This amendment will provide for an employee gain-sharing plan that would allow eligible employees to receive payroll payments based upon financial performance indicator results.</p> <p>Based on audited financial statements of the Public Health Trust for FY2012-13, eligible bargaining unit employees would receive a cash payout on the first full pay period after approval and ratification of the agreement in the amount of two percent (2%) of their total base pay for the 12-month period ended September 30, 2013.</p> <p>The calculation would exclude any premium pay, differentials, overtime, or other pay supplements.</p> <p>The fiscal impact of the gain-sharing plan for SEIU, Local 1991- Registered Nurses would be \$4,238,083 for FY 2012-13 and would be funded from operating revenues.</p> <p>SEIU bargaining unit members will not receive a cost of living adjustment (COLA) increase for the 2013-2014 fiscal year.</p>
11A7 140296	RESOLUTION DIRECTING COUNTY MAYOR OR MAYOR'S DESIGNEE TO FINALIZE NEGOTIATIONS REGARDING PARCELS 1B AND 1C OF AIRPORT CITY, SUBJECT TO SUBSEQUENT BOARD CONSIDERATION AND APPROVAL
Notes	<p>The proposed resolution directs the County Mayor or his designee to finalize negotiations with the developers for Parcel 1B and Parcel 1C of Airport City and present all necessary leases and agreements to the Board for its consideration and approval within ninety (90) days from the effective date of this resolution; provided, however, if the County Mayor or his designee is unable to successfully negotiate the terms of such agreement within the requisite time period, a report detailing the status of the negotiations and the anticipated date on which the agreements will be available for the Board's consideration will be presented to this Board instead.</p> <p>Additional Information</p> <p>The Miami Dade Aviation Department (MDAD) made a presentation at the January 15, 2014 Transportation and Aviation Committee meeting, regarding the growth at Miami International Airport (MIA) and the need to maintain parcel 1A of the Airport City Project for aeronautical uses. During the committee discussion direction was given by the County Attorney's Office regarding moving forward without including Parcel 1A in the Project.</p> <p>An item, File No. 140190, was presented at the February 11, 2014, Finance Committee meeting to reject all Expressions of Interest received and Leases negotiated regarding the Airport City Project at MIA. <i>The item was amended during committee discussion to require the County Mayor or his designee to prepare a report on potential alternative uses of the parcels constituting the Airport City Project and to present it to the BCC within 60 days, File No. 140325.</i></p> <ul style="list-style-type: none"> • <i>More specifically, the amendments removed the language, to reject all proposals received and leases negotiated in connection with Airport City; to direct the County Mayor or the Mayor's designee to evaluate and identify any other alternative developmental opportunities; to consider any previous or current unsolicited proposals; to prepare site development analysis options for the entire 33.5 acre parcel as well as for the 9.5 acres being recommended by the Aviation Director; to determine the timeframe required by the Federal Aviation Administration (FAA) to approve alternative proposals; and to present a report to the Board in 60 days with alternative development options for this parcel.</i> • Subsequently, File No. 140325, failed at the February 19, 2014 BCC meeting.
11A8 140564	RESOLUTION SUPPORTING CS/CS/SB 242, CS/HB 151 OR SIMILAR LEGISLATION THAT WOULD AUTHORIZE A REPRESENTATIVE OF A MINOR TO PLACE A SECURITY FREEZE ON THE MINOR'S CONSUMER REPORT TO PROTECT THE MINOR FROM IDENTITY THEFT
Notes	<p>The proposed resolution supports CS/CS/SB 242, CS/HB 151 or similar legislation that would authorize a representative of a minor to place a security freeze on the minor's consumer report to protect the minor from identity theft.</p> <p>In addition, the proposed resolution authorizes and directs the Office of Intergovernmental Affairs to amend the 2014 State Legislative Package to include this item and to include this item in the 2015 State Legislative Package when it is presented to the Board of County Commissioners (Board).</p>
11A9 140568	RESOLUTION APPROVING MAYOR'S RECOMMENDATIONS RELATING TO PROPOSED CONSENT DECREE WITH FEDERAL AND STATE ENVIRONMENTAL ENFORCEMENT AGENCIES AND AUTHORIZING THE MAYOR AND COUNTY ATTORNEY TO MODIFY PROPOSED CONSENT DECREE AND ADVISE THE COURT ACCORDINGLY
Notes	<p>The proposed resolution approves the Mayor's Recommendations relating to the proposed Consent Decree with the Enforcement Agencies, and authorizes the Mayor and County Attorney to advise the Court of the following modifications to the proposed Consent Decree subject to agreement by the Enforcement Agencies:</p> <ul style="list-style-type: none"> • The Court will be provided with a semi-annual report regarding the County's compliance with the requirements of the Consent Decree. If, in the future, after reviewing the County's submissions, the Court believes that additional oversight is necessary to oversee the County's compliance with the Consent Decree, the County agrees to pay the reasonable expenses associated with the additional oversight required by the Court; and • The County will agree to double the amount of the stipulated penalties throughout the Consent Decree. <p>The proposed resolution further authorizes the Mayor and County Attorney to advise the Court that the BCC will approve in a separate resolution a County policy that neither the BCC nor the County Mayor will recommend, transfer or use funds obtained by the County "from</p>

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	<p>the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System” with the exception of “funds internally used within the Miami-Dade Water and Sewer Department and funds transferred or used to administratively reimburse other departments or agencies within the County for services rendered to the Miami-Dade Water and Sewer Department for purposes related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.”</p> <p>In the event that the BCC proposes to change this County policy in any way, the County will provide notice of such proposed change to the Federal Court and Enforcement Agencies before any such change is adopted.</p>
11A10 140569	RESOLUTION SETTING FORTH COUNTY’S COMMITMENT TO NOT MAKE TRANSFERS FROM THE MIAMI-DADE WATER AND SEWER DEPARTMENT
Notes	<p>The proposed resolution sets forth the County’s commitment not to make transfers from the Miami-Dade Water and Sewer Department. The BCC states that, assuming the Consent Decree is approved by the Federal Court, it will be the County’s policy that, during the duration of the Consent Decree, neither the BCC nor the County Mayor will recommend, make or use funds obtained by the County “from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System” with the exception of “funds internally used within the Miami-Dade Water and Sewer Department and funds transferred or used to administratively reimburse other departments or agencies within the County for services rendered to the Miami-Dade Water and Sewer Department for purposes related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.”</p> <p>In the event that the BCC proposes to change this County policy in any way, the County will provide notice of such proposed change to the Federal Court and Enforcement Agencies before any such change is adopted.</p>