RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO TERMINATE THE MANAGEMENT SERVICES AGREEMENT, AS AMENDED UNDER THE SECOND RENEWAL TO PROPERTY MANAGEMENT SERVICES AGREEMENT, BETWEEN THE CITY OF NORTH MIAMI AND JOE CELESTIN CIVIL ENGINEER & GENERAL BUILDER, LLC; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") advertised ***Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*** ("RFP"), in order to select a property management company to manage the site commonly known as Biscayne Landing, located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in accordance with the RFP, Joe Celestin Civil Engineer & General Builder, LLC ("Property Manager"), submitted its proposal expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management services agreement with Property Manager ("Resolution"); and

WHEREAS, pursuant to the Resolution, a Property Management Services Agreement was executed on May 20, 2011, between the City and Property Manager, in accordance with the terms, conditions and specifications contained in the RFP ("Agreement"); and

WHEREAS, on October 9, 2012, the Mayor and City Council, authorized the City Manager to amend the Agreement with Property Manager to include a term of one (1) year at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, for the continued provision of Management Services; and

WHEREAS, on November 5, 2012, an amendment to the Agreement was executed between the City and Property Manager, in accordance with the terms, conditions and specifications contained in the RFP ("First Amendment"); and

WHEREAS, on November 12, 2013, the Mayor and City Council passed and adopted Resolution No. R-2013-141, authorizing the City Manager execute a Second Amendment to Agreement with Property Manager for a term of one (1) year, at a cost not to exceed Twenty Five Thousand Dollars ($25,000.00) per month; and

WHEREAS, on December 1, 2013, the City and Property Manager executed a Second Renewal to Property Management Services Agreement for a term of one (1) year, commencing on November 1, 2013, through October 31, 2014, at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month ("Second Amendment"); and

WHEREAS, the Second Amendment granted an additional period of one (1) year commencing on November 1, 2014, through October 31, 2015, with the approval of the Mayor and City Council; and

WHEREAS, in the absence of an approval extending the term, City administration respectfully requests that the Agreement, as amended by the Second Amendment, be terminated effective in thirty (30) days, and thereby, cease the current provision of Management Services on the subject property.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to terminate the Management Services Agreement, as amended under the Second Renewal to Property Management Services Agreement, between the City of North Miami and Joe Celestin Civil Engineer & General Builder, LLC, effective in thirty (30) days.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of February, 2015.

_____
DR. SMITH JOSEPH
MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, DO	_____ (Yes)	_____ (No)
Vice Mayor Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

PROPERTY MANAGEMENT SERVICES TIMELINE

Date	Item	Exhibit	Exhibit Type/Description
(1) 05/10/11	RFP #46-10-11 Issued	N/A	
(2) 05/17/11	Resolution R-2011-64	None	Authorizing CM & CA to negotiate and execute an Agreement with successful proposer.
(3) 05/20/11	Property Management Services Agreement (aka **Exhibit A**) Original Agreement Executed May 20, 2011	Contract Documents under Article 2 of Agreement	1) RFP; and 2) Response to RFP
(4) 01/24/12	Agenda Discussion Item Regarding Maintenance Services to approve an Extension and increase monthly payments from $19,500 to $25,000	None	Motion to approve Mr. Celestin's request passed 4-1
(5) 10/09/12	Agenda Discussion Item Retaining Mr. Celestin on A year by year basis a year-to-year basis (Tab Y)	None	Motion to retain Mr. Celestin on a year-by-year basis passed 4 to 1
(6) 10/09/12	Amendment to Property Management Services Agreement Executed 11/05/12	Exhibit A	Original Agreement Executed 05/20/11
(7) 10/12/13	Second Amendment Executed 10/12/13	Exhibit A	Original Agreement Executed 05/20/11

(8) 11/12/13	Resolution R-2013-141 Executed 11/12/13	Second Amendment	In Substantially the attached form.
(9) 12/01/13	Second Renewal to Property Management Services Agreement Executed 11/15/13	Exhibit A	Original Agreement Executed 05/20/11

REQUEST FOR PROPOSAL

RFP # 46-10-11

Property Management Services for Vacant Commercial Property

RESPONSES ARE DUE NO LATER THAN

Tuesday, May 10, 2011 at 3:00 PM (Local Time)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this RFP Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document # 46-10-11

Contact Person: Ruby C. Johnson
Email: rcrenshaw@northmiamifl.gov | Phone: (305) 895-9886 | Fax: (305) 891-1015

The City of North Miami, Florida (the City) is seeking proposals from experienced commercial property managers to provide property management services for 188 acres of vacant land (previously a municipal landfill site) located on Biscayne Blvd from NW 137th to NW 151st Streets in North Miami, FL.

PROPOSAL SUBMISSION

Please submit an original proposal, three (3) copies and one (1) CD in response to this Request for Proposal (RFP). Proposals are to be submitted in a sealed envelope bearing the name of the Proposer and the address as well as the title of the RFP no later than 3:00 P.M. local time **Tuesday, May 10, 2011** at which time they will be opened and read in the Council Chambers by the Purchasing Director. Proposals received after this time will not be considered and no time extensions will be permitted. Address your proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark proposals:

RFP 46-10-11
Property Management Services
(Biscayne Landing)

The City's tentative schedule for this Request for Proposal is as follows:

Issue Date:	**May 2, 2011**
Opening of Proposals:	**May 10, 2011**
Pre Proposal Conference:	**N / A**
Cut- off Date for Questions:	**May 6, 2011**
Proposal Review:	**May 10 – 11, 2011**
Interviews (if necessary):	**TBD**

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

Copies of this RFP Document may be obtained by contacting DemandStar by Onlva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document No. 46-10-11 or may be purchased for a non-refundable fee of $10.00 from the Purchasing Department.

FOR INFORMATION

For information on this Request for Proposal, contact the Purchasing Department, (305) 893-6511 ext. 12131.

ACCEPTANCE AND REJECTIONS

The City of North Miami reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the City.

Please be advised that IFB's / RFQ's / RFP's are issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in General Conditions of the Proposal(s).

We look forward to your active participation in this solicitation.

Sincerely,

Ruby C. Johnson

Ruby C. Johnson, CPPO
Purchasing Director

Table of Contents

All of our forms can now be found on our website at: http://www.northmiamifl.gov/departments/purchasing/forms.asp. These forms are fill –in forms. Please ensure to include all applicable forms with your proposal documents signed and notarized as required. Emailed forms will not be accepted.

Section 1.0
General Guidelines and Information

1.1 DEFINITION

a) "Proposer" or "Respondent." All contractors, consultants, organizations, firms or other entities submitting a response to this RFP.
b) "City." The City of North Miami.
c) "Contract" a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the other party.
d) The word "Department" to mean a department of The City of North Miami.
e) The words "Scope of Services" or "Scope of Work" to mean section 3.0 of this solicitation, which details the work to be performed by the contractor or consultant.
f) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.
g) The words Subcontractor" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the contractor, who contracts with the contractor to furnish labor, or labor and material, in connection with the services to the city, whether directly or indirectly, on behalf of the contractor.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, **(Form "A-1")** attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the solicitation requirements.

1.5 PUBLIC ENTITY CRIME/ DISCRIMANATORY VENDOR LIST

Any Respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall

not incur any liability to the Respondent for any work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or subcontractors, are hereby placed on noticed that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any Proposal submitted by a Respondent, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any contract issued as a result of this solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All Respondents' technical inquires shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this solicitation.

1.10 ADDENDA

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the City's web site** (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the

corresponding document number. All addenda placed on the Demand Star can be down loaded.

1.11 CANCELLATION OF THE SOLICITATION
The City reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

1.12 BID PROTEST
If a Respondent desires to protest any provision of the solicitation documents a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the bids or receipts of Proposals. A written protest is filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158 City Code, shall post with the city, at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of Respondent's right to file a protest

Notice of intent to protest and formal written protest along with bond or other security shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office.

1.13 CONTRACT
The selected Respondent understands that this solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a contract which the city determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS
Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS
The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16 RESPONSE SUBMISSION AND OPENING
All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. The response shall identify the solicitation number and title specified on the cover page of this solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

1.17 ASSIGNMENT OF RESPONSE
A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWL OF RESPONSE
Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City,

and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Respondent is deemed non-responsible; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The selection committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVE

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

1.23 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into contract Negotiation.

1.24 CONTRACT AWARD

The City anticipates the award of one contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.25 CONE OF SILENCE

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-193 which prohibits certain types of communications: (a) A Cone of silence shall be imposed upon each RFP, RFP and IFB after the advertisement of said RFP, RFP or IFB. At the time of imposition of the cone of

silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFP or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

1.26 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier subcontractors or sub consultants who will perform any part of the contract work and all suppliers who will supply materials for the contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute subcontractors or suppliers from those listed in the Proposal except upon written approval of the City **(See "Form A-6").**

1.27 BUSINESS ENTITY REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application *(revised 7/09)* from our website at www.northmiamifl.gov It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

1.28 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.29 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.30 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS

The evaluation of competitive bids is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or
c) A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services.

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. **(See Form A-3)**

1.31 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered.

END OF SECTION 1

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this RFP is to solicit proposals to select a property management company experienced with commercial environmentally challenged sites to manage the vacant site located on Biscayne Blvd between NW 137 and 151th Street.

The intent of the City is to select one (1) company to provide the desired professional services.

2.2 QUALIFICATION AND EXPERIENCE

To be eligible to respond to the RFP, t he Proposer must demonstrate the following:

1. The Proposer must demonstrate previous work experience performing commercial property management services;

2. The Proposer must demonstrate previous experience with managing environmentally constrained sites;

3. The selected Property Management Company cannot be a current contractor performing services on the site.

2.3 CONTRACT TERM

The contract will be for four (4) months and subsequently on a month by month basis.

2.4 PROPOSAL INSTRUCTIONS

Proposer's Response to RFP

One (1) original binder, three (3) copies and (1) digital copy in the form of compact disk (CD) of the Proposer's response to this RFP shall be submitted no later than **3:00 pm (EST) on Tuesday, May 10, 2011.** Digital copies must be an exact and complete copy of original binder and must include all signed documents, forms, certificates and licenses. The digital copy must be PDF or Word format. Please provide thumbnails for each section. Proposals received after the day and time will be returned to the Proposer unopened a nd deemed as non-responsive.

Proposals are to be labeled and delivered to:

City of North Miami
Office of the City Clerk
776 N 125th Street
North Miami, FL 33161

RFP 46-10-11
Property Management Services
(Biscayne Landing)

2.5 CONTACTS WITH THE CITY PERSONNEL

Questions concerning this RFP must be directed in writing, by email or fax, to Ruby C. Johnson at rcrenshaw@northmiamifl.gov or by Fax at (305) 891-1015 and to no other person or department at the City.

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-192 which prohibits certain types of communications.

2.6 PROPOSAL CONDITIONS

2.6.1 The City Options

The City may, at its sole and absolute discretion, reject any or all proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this RFP.

The submittal of a proposal will be considered by the City as constituting an offer by the Proposer to provide the services desc ribed in this RFP.

2.6.2 Rules, Regulations, and Requirements

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a response to this RFP and to providing the services described herein.

2.6.3 Change of Proposal

Any Proposer, who desires to change his/her proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the proposal opening. The Proposer's name and the RFP # shall appear on the envelope.

2.6.4 Withdrawal of Proposal

A proposal may be withdrawn prior to the date and hour of the proposal opening. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of ninety (90) days after the date of the proposal opening, to pr ovide the proposed services.

2.6.5 Modifications of Proposal

No unsolicited modifications to proposals will be permitted after the date and hour of the proposal opening.

2.6.6 Insurance Requirements

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

Prior to the execution of this Agreement, the Property Manager shall submit certificate(s) of insurance evidencing the required coverage:

1. Workers' Compensation Insurance with statutory limits, including coverage for Employer's Liability - $1,000,000 limit

2. General Liability –preferably written on an occurrence form, with minimum limits of $1,000,000/occurrence, to include contractual liability, personal/advertising injury and products completed operations

3. Automobile Liability - minimum split limits of $100,000/300,000 for bodily injury & $100,000 for property Damage

4. Professional Liability $1,000,000 minimum limit

5. Umbrella liability policy with minimum limits of $2,000,000. The City shall be included as an additional insured under general liability, umbrella, and automobile liability policies.

Property Manager shall not commence work under this Agreement until after Property Manager has obtained all of the minimum insurance described by the City's Risk Manager. Property Manager shall not permit any Subcontractor to begin any work on City Property until Subcontractor's minimum insurance coverage is obtained and approved.

2.6.7 Evaluation Procedures

The Proposer shall provide **one (1) original binder, three (3) copies and one (1) digital copy in the form of compact disk (CD)** of the Proposer's response to the RFP and shall be submitted no later than **3:00 pm (EST) on Tuesday, November 9, 2010. Digital copy must be an exact and complete copy of original binder and must include all signed documents, forms, certificates and licenses.** Proposals received after that day and time will be returned to the Proposer unopened and deemed as non-responsive. Proposals are to be labeled and delivered to:

City of North Miami
Office of the City Clerk
776 NE 125th Street
North Miami, FL 33161

RFP 46-10-11 Property Management Services
(Biscayne Landing)

Packages must be received no later than 3:00PM local time.

2.7 VENDOR REGISTRATION

The awarded Proposer shall be a registered vendor with the City of North Miami for the duration of the agreement. In becoming a registered vendor, the Proposers confirms it knowledge of and commitment to comply with the City of North Miami Procurement Ordinance No. 1244 which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Proposers may view the city's procurement ordinance at www.northmiamifl.gov/purchasing

END OF SECTION 2

SECTION 3.0
SCOPE OF WORK

3.1 BACKGROUND

The City of North Miami has assumed ownership of the coveted undeveloped land tract which is now known as Biscayne Landing. Biscayne Landing is a 184 acre site located east of Biscayne Blvd from NW 137th to NW 151st Streets. Request for Proposals to either purchase or lease the property is forthcoming. Until the land deal is completed, the City is seeking to engage an onsite property manger to manage and oversee the day to day activities.

3.2 SCOPE OF SERVICES

An onsite sales center is located on the site for the awarded property manager to utilize. The property manager will be required to work a minimum of five days a week for eight hours a day to provide subcontractors with access to enter an exit the site.

Six (6) contractors are currently on the site performing professional services as follows:

1. ES Consultants	Ground Water Testing and Gas Testing
2. Mitigating Circumstances, Inc.	Wetland Maintenance
3. Quest Controls	Electronic Gas Monitoring
4. Country Bill's Lawn Maintenance	Mowing and Erosion Control
5. Bryant Security Corp.	On-site Security
6. National Construction Rentals, Inc.	Perimeter Fence Rental & Maintenance

The Property manager will be responsible for the oversight and reporting requirements of these contractors along with oversight of standard utility services i.e electricity, phone, water etc.

Additional responsibilities will include the following:

- Review all subcontractor invoices and submit to the City for payment
- Monitor and approve all site access
- Escort potential bidders approved by the City of North Miami
- Manage all 3rd party contractors that provide services to the Biscayne Landing property (listed above)
- Maintain all records, monitoring reports and on site materials
- Maintain compliance requirements from all regulatory agencies and permits
- Escort all regulatory inspectors during property inspections and notify the City of all recommended deficiencies by said regulatory agencies
- Inspect and maintain Biscayne Landing Blvd

- Inspect and Monitor all protected wetlands, mangroves and Bessemer Tract properties
- Inspect and monitor all bodies of water on the property (8 lakes)
- Inspect and maintain all buildings on property. (Sales Center, Sales Model and the Administration Compound)
- Provide weekly Landfill Gas (LFG) monitoring with GEM-2000 Gas Analyzer to all occupied structures on site
- Provide monthly LFG monitoring with GEM-2000 of all LFG monitoring wells on site. (114 LFG Wells)
- On call 24/7 and 365 days a year for all emergency responses to the property
- Perform monthly fire hydrant testing and cleaning
- Handle all complaints made about the property
- Inspect and maintain all SWPPP controls and reports (State Storm Water and Erosion Control Inspector Certification)

Daily Activities

- Property Inspections
- Fence Maintenance & Inspections
- Storm Water Management and Inspections
- Wetland, Mangrove and Bessemer Tract Inspections
- Management of Bryant Security Contracted Services
- Install, Maintain and Monitor all Security Cameras, DVR's and Multi Channel Receivers.
- Maintain and inspect all structures (Sales Center, Sales Model, and Administration Compound)
- Maintain MSDS Sheets for all materials on site

Weekly Activities

- Monitor all Landfill Gas (LFG) sensors in Administration Compound, Sales Center and Sales Model buildings. (GEM-2000 Gas Analyzer)
- Monitor GP-5, GP-5 North and GP-5South LFG monitoring wells
- Monitor and inspect all surface water wells for operating condition and evacuate all foreign matter. (2-Guardian 1500 Well evacuators, 2-Guardian Air Scrubbers)

- Maintain all GPS points of all 240 wells on site and 42 wells located in the Wetland areas. (Garmin Venture HC GPS)

- Log and File SWPPP report every seven days or after ½" of rainfall on site.

- Inspect and maintain the Wetland Dyke roads and Fire Breaks.

Monthly Activities

- Monitor and submit "DERM Monthly Operating Report" to comply with the Resource and Recovery Permit

- Schedule and escort all DERM, SFWMD, WASD, EPA, FDEP, SWPPP and OSHA inspectors and complete monthly inspection logs

- Maintain and submit weekly and monthly performance reports to the City of North Miami (City Manager)

- Manage all permit requirements and notifications of all required inspections by said permits

- Handle all emergency issues on site as well as interaction with the responding agency. (Fire Department, Police Department, DEA, Homeland Security and the City of North Miami)

- Inspect and maintain all areas over utility corridors and live gas lines

Third Party Contractors

- Inspect all equipment and operators for proper licenses, certifications from all 3rd party contractors.

- Monitor all activities for compliance and safety while being performed on site.

- Provide all jobsite safety orientations to new contractors or new employees of existing contractors as needed.

- Maintain the site specific jobsite Safety Manual and Emergency Response Plan

- Maintain all MSDS sheets for materials brought on site

- First response to unknown hazards found on site

3.5 DELIVERABLES

Written reports will be required and may include but not necessarily be limited to weekly and monthly reports and updates to City staff detailing status of issues and a suggested action plans.

END OF SECTION 3

SECTION 4.0

PROPOSAL FORMAT

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. CD's and DVD's must be in adobe or Word format. Proposals which do not include the required documents may be deemed non-responsive and may not be considered for evaluation.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. CD or DVD (must be clearly labeled with Company Name, Proposal No. & Title)

The proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The proposal must include the following information:

4.1 MANDATORY SUBMITTAL REQUIREMENTS

LABEL EACH SECTION AS NUMBERED

1. **Proposal Contact Information Form**
   Utilize Attachment 1 - Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

2. **Table of Contents**
   The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents

3. **Letter of Introduction**
   Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of organization and number of years in existence and primary markets served.

4. **Qualifications (30 Points)**
   a) Specifically address the qualification requirements indicated in Section 2.2. – Provide copies of any relevant licenses or certifications.

   b) Provide previous related experience described in Section 3.0. (Previous experience should include work performed within the last five (5) years and no more than five (5) different projects).

5. **Knowledge of Site (30 Points)**
   Provide a summary of the Proposers' knowledge of the Biscayne Landing Site and the Proposers' understanding of the needs of the City.

6. **Local Business Preference / 10%Total Workforce Residing in the City of North Miami (10 Points)**
   The RFP is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria. Proposers may utilize ***Forms A-3 / Local Vendor Preference.***

   A local business shall be defined as:

   a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased or:
   b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or
   c) A business has at least ten percent (10%) of its total workforce residing in the City prior to the city's issuance of the solicitation for supplies or services.
   d) The local preference may be applied to businesses that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. (*Must complete Forms A-3A: Participation Schedule & A-3B: Statement of Intent)*

7. **Fee Compensation (30 points)**
   The proposed fees shall be a monthly flat fee and the proposer shall detail all costs. Price proposal shall be indicated as follows:

   COST TO THE CITY:

   MONTHLY FIRM, FIXED TOTAL COST NOT TO EXCEED $_____
   (To be paid on a monthly basis)

8. **<u>Contract Forms</u>**
   All contract forms must be completed (with all blanks filled in), executed and properly notarized.

   The following forms must be submitted in the following order:

   Vendor Contact Information Form

   Form A-1 Public Entity Crimes Affidavit

Form A-2	Certificate of Authority (Complete Applicable Form)
Form A-3	Local Vendor Preference (if applicable)
Form A-4	Questionnaire
Form A-5	Acknowledgement of Addenda
Form A-6	Disclosure of Subcontractors & Suppliers

All of our forms can now be found on our website at: http://www.northmiamifl.gov/departments/purchasing/forms.asp. These forms are fill –in forms. Please ensure to include all applicable forms with your bid documents signed and notarized as required. E mailed forms will not be accepted.

4.2 EVALUATION / SELECTION PROCESS

A committee of three (3) members appointed by the Purchasing Director shall meet to review the responses to the RFP for compliance with the requirements and provide an objective evaluation of all Proposers. The committee will be comprised of appropriate City personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender. Criteria weights may be changed by the committee prior to evaluation. The Committee's initial evaluation of Proposers shall be on the basis of the specific project needs and the professional services offered by the Proposer as stated in the Qualifying Information submitted, in accordance with those criteria listed below.

Criteria will be scored on a scale of "0" to "100" with the maximum number of points available for each criterion as noted in this section. The total maximum number of points to be scored under this process is 300. Scoring proposals is based on a point total per evaluator and not a percentage

1. Proposer's qualifications and experience in providing the services described in this solicitation	30
2. Knowledge of the site and understanding of the City's needs	30
3. Local Preference	10
4. Price Evaluation – Firm Fixed Monthly Fee	30
TOTAL POINTS	**100**

END OF SECTION 4

CITY OF NORTH MIAMI

PROPOSAL CONTACT PERSON INFORMATION

RFP 46-10-11
Property Management Services

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

LEGAL NAME OF PROPOSER(S) _____

FEDERAL EMPLOYEE IDENTIFICATION (FEIN) NUMBER _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSONS NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

RESOLUTION NO. R-2011-64

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A MANAGEMENT AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE SUCCESSFUL PROPOSER UNDER RFP #46-10-11 FOR THE PROPERTY MANAGEMENT SERVICES FOR VACANT COMMERCIAL PROPERTY KNOWN AS BISCAYNE LANDING; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on or about March 31, 2011 the Circuit Court entered an Order terminating the Receivership in the Case No. 09-64005 CA 10 (Biscayne Landing), terminating the ground lease and returning possession of the property to the City of North Miami as of April 13, 2011; and

WHEREAS, at the City Council meeting of April 26, 2011, the Mayor and City Council directed the city administration to utilize the Request for Proposal competitive selection method of obtaining a property manager for the property; and

WHEREAS, the City administration issued RFP #46-10-11 for Property Management Services for Vacant Commercial Property which was opened on May 10, 2011; and

WHEREAS, an evaluation committee was selected to review the submitted proposals and rate them; and

WHEREAS, the City administration recommends the entering of a management agreement with the proposer with the highest rating based on the criteria set forth in RFP; and

WHEREAS, the City is desirous of retaining the services of a property manager until such time as the City is able to obtain a new developer and/or enter into a new agreement for the development of said parcel; and

WHEREAS, the Mayor and City Council have determined that retaining the services of the highest rated proposer for the management of the property is in the best interests of the City and its residents and would allow for the uninterrupted transfer of possession of the property.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authorization to City Manager.** The Mayor and City Council of the City of North Miami, Florida, accept the evaluation rating of the evaluation committee and hereby authorize the City Manager and City Attorney to negotiate and execute a management agreement between the City of North Miami and successful proposer for property management services for vacant commercial property known as Biscayne Landing, pursuant to RFP #46-10-11; until such time as the City is able to obtain a new developer and enter into an agreement for the development of said parcel.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 3-2 vote of the Mayor and City Council of the City of North Miami, Florida, this 17 day of May, 2011.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

JACQUE VIEIRA
ACTING CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

V. LYNN WHITFIELD
CITY ATTORNEY

SPONSORED BY: CITY ADMINSTRATION

Moved by: Councilman Marcellus

Seconded by: Councilwoman Steril

Vote:

Mayor Andre D. Pierre, Esq.	X (Yes)	(No)
Vice Mayor Michael R. Blynn, Esq.	(Yes)	X (No)
Councilman Scott Galvin	(Yes)	X (No)
Councilman Jean R. Marcellus	X (Yes)	(No)
Councilwoman Marie Erlande Steril	X (Yes)	(No)

CITY OF NORTH MIAMI
PROPERTY MANAGEMENT SERVICES AGREEMENT

THIS PROPERTY MANAGEMENT SERVICES AGREEMENT ("Agreement") is entered into this 20 day of May, 2011, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Joe Celestin Civil Engineer & General Builder, LLC,** a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 396 NW 159th Street, Miami, FL 33169 ("Property Manager"). The City and Property Manager shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on March 31, 2011, the Eleventh Judicial Circuit Court for Miami-Dade County ("Court"), discharged Charles W. De Santi as Receiver for the Court and ordered the possession of the property otherwise known as Biscayne Landing ("City Property"), back to the City of North Miami ("City") on April 13, 2011; and

WHEREAS, commencing on April 13, 2011, the City will be responsible for the continued-overall operation, repair and maintenance of the City Property; and

WHEREAS, on May 2, 2011, the City advertised ***Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*** ("RFP"), to select a property management company experienced with commercial, environmentally challenged land to manage the vacant site located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in accordance with the RFP, Property Manger submitted its proposal, expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management agreement with Property Manager, in accordance with the terms and conditions of the RFP.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City of North Miami *Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*, attached hereto as "Exhibit A";

2.1.2 Property Manager's response to RFP dated May 10, 2011 ("Proposal"), attached hereto by reference; and

2.1.3 Any additional documents which are required to be submitted by Property Manager pursuant to Contract Documents.

ARTICLE 3 – TERM

3.1 The Parties agree that, subject to authorized adjustments, the Initial Term of this Agreement shall be Four (4) months, commencing on the date the Notice to Proceed is issued by the City.

3.2 Following the Initial Term of Four (4) months, the Agreement shall revert to a month-to-month Term-basis, until terminated by either Party.

ARTICLE 4 - COMPENSATION

4.1 The Property Manager shall be paid an amount not to exceed Nineteen Thousand Five Hundred and no/100 Dollars ($19,500.00) per month, as full compensation for the provision of monthly Management Services.

ARTICLE 5 – SCOPE OF MANAGEMENT SERVICES

5.1 Property Manager shall provide all required labor, supervision, materials, equipment, tools, transportation, services and expertise necessary for the provision of Management Services. Property Manager shall perform Management Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 At its own expense, Property Manager will procure, maintain in effect and comply with all permits, licenses and other governmental and regulatory approvals required to be obtained by Property Manager in the provision of Management Services on City Property.

5.3 Property Manager represents and warrants to the City that: (i) Property Manager possesses all qualifications, licenses and expertise required in the provision of Management Services, including but not limited to full qualification and good standing to do business in Florida with personnel fully licensed, as may be required by law; (ii) Property Manager is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Management Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Property Manager is duly authorized to execute same and fully bind Property Manager as a party to this Agreement.

5.4 Property Manager shall immediately notify the City of any existing conditions on City Property which is foreseeable to cause harm or damage to any person, or to real or personal property situated within the City Property.

5.5 Property Manager shall ensure that suitable and sufficient guards, barriers and lighting which shall be provided by the City, are placed for the prevention of accidents. The Property Manager shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

5.6 Lawful Entry: Property Manager shall limit entry upon the City Property and allow only those officers, directors, agents, subcontractors, entities, employees or invitees which are authorized by the City to enter the City Property.

5.7 Property Manager shall be subject to the Cone of Silence provisions of the City Code of Ordinances upon the issuance of any Request for Qualifications, Request for Proposals, Invitation for Bids, or any other procurement method initiated by the City concerning in any way, the City Property.

ARTICLE 6 – INDEPENDENT PROPERTY MANAGER

6.1 Property Manager and its employees and agents shall be deemed to be independent contractors and not City agents or employees. Accordingly, Property Manager shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Property Manager further understands that Florida workers' compensation benefits available to employees of the City are not available to Property Manager, and agrees to provide workers' compensation insurance for any employee or agent of Property Manager rendering Management Services to the City under this Agreement.

ARTICLE 7 – DEFAULT

7.1 If Property Manager fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Property Manager shall be in default. The City shall have the right to terminate this Agreement, in the event Property Manager fails to cure a default within fifteen (15) business days after receiving notice of default. Property Manager understands and agrees that termination of this Agreement under this section shall not release Property Manager from any obligations accruing prior to the effective date of termination.

7.1 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to Property Manager's ability to perform any portion of Management Services, the City may request that the Property Manager, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Property Manager's ability to perform in accordance with terms of this Agreement. In the event that the Property Manager fails to provide the City the requested assurances within the prescribed time frame, the City will treat such failure as a breach of this Agreement.

ARTICLE 8 – CITY'S TERMINATION RIGHTS

8.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, without cause, including the availability of funds by the City, upon thirty (30) days written notice to Property Manager. In such event, the City shall pay the Property Manager compensation for Management Services rendered prior to the effective date of termination. The City shall not be liable to Property Manager for any additional amounts or damages, including but not limited to, anticipated profits, or consequential or incidental damages.

ARTICLE 9 –CONFLICTS OF INTEREST

9.1 Property Manager represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9.2 Property Manager covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Property Manager, except as fully disclosed and approved by the City. Property Manager further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 10 –NOTICE

10.1 All notices, demands, correspondence and communications between the City and Property Manager shall be deemed sufficiently given under the terms of this Agreement when dispatched by phone, mail, or fax addressed as follows:

To Property Manager:	Joe Celestin Civil Engineer & General Builder, LLC Attn: Josaphat Celestin 396 NW 159th Street Miami, FL 33169 Telephone: (786) 237-1504 Fax: (305) 696-6050
To City:	City Manager City of North Miami 776 N.E. 125th Street North Miami, Florida 33161
With a copy to:	City Attorney City of North Miami 776 N.E. 125th Street North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice. Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 11 – PUBLIC RECORDS

11.1 Property Manager understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 12 – INSURANCE

12.1 Prior to the execution of this Agreement, the Property Manager shall submit certificate(s) of insurance evidencing the required coverage: (1) Workers' Compensation Insurance with statutory limits, including coverage for Employer's Liability - $1,000,000 limit (2) General Liability – preferably written on an occurrence form, with minimum limits of $1,000,000/occurrence, to include contractual liability, personal/advertising injury and products completed operations (3) Automobile Liability with minimum limits of $1,000,000/occurrence (combined single limit) for bodily injury and property damage; coverage shall be included for all owned, hired and non-owned autos or equipment utilized in the execution of duties relative to this agreement (4) Property Management Professional Liability $1,000,000 minimum limit. (5) Umbrella liability policy with minimum limits of $2,000,000. The City shall be included as an additional insured under general liability, umbrella, and automobile liability policies. Property Manager shall not commence work under this Agreement until after Property Manager has obtained all of the minimum insurance described by the City's Risk Manager. Property Manager shall not permit any subcontractor to begin any work on City Property until subcontractor's minimum insurance coverage is obtained and approved.

12.2 All insurance policies required of the Property Manager shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 13 –INDEMNIFICATION

13.1 Each Party shall defend, indemnify and hold harmless the other Party, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the other Party, its officers, directors, agents, partners, subcontractors, employees, and managers in the performance of this Agreement.

13.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 14 - FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Property Manager covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Property Manager agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Property Manager pursuant to this Agreement shall be exclusive.

15.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Property Manager agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: Roland Gables

Date: 5/20/11

Joe Celestin Civil Engineer & General Builder, LLC, a Florida limited liability company:
"Property Manager"

By: _____

Print Name: Josaphat Celestin

Date: 05-20-2011

ATTEST:

By: _____
Jacqie Vieira
Acting City Clerk

City of North Miami, a Florida municipal corporation: **"City"**

By: _____
Russell Benford
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
V. Lynn Whitfield
City Attorney

SUMMARY MINUTES

REGULAR COUNCIL MEETING

January 24, 2012

A regular meeting of the North Miami City Council was held in the Council Chambers of City Hall on Tuesday, January 24, 2012, beginning at 7:00 p.m.

(Phonetic spelling of each speaker's name may be used throughout the minutes unless correct spelling is known.)

Note: The actual agenda and all backup materials for each City Council meeting can be found at: www.northmiamifl.gov

Flag salute led by Police Chief Marc Elias, Jr.

Inspirational Message

- Doctor, Pastor Enoch Milien

ROLL CALL

Councilwoman Steril	Here
Councilman Galvin	Here
Mayor Pierre	Here
Councilman Blynn	Here
Vice Mayor Marcellus	Here

Additions, Deletions or Withdrawals

Tab L1, added to the Agenda, under Requests – Petitions - Communications

SPECIAL PRESENTATION(s)

- Recognition of "Employee of the Quarter" *William Miranda, MOCA Maintenance Mechanic* for Fall 2011

Mayor Pierre recognized Bonnie Clearwater, MOCA Director, presenting Employee of the Quarter plaque to *William Miranda, MOCA Maintenance Mechanic*.

TAB K – PROPOSED RESOLUTION OF THE CITY MANAGER AND CITY ATTORNEY TO SUBMIT AN APPLICATION FOR PROJECT FINANCING UNDER THE STATE REVOLVING FUND PROGRAM AND TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES OF COMPLIANCE WITH PROGRAM REQUIREMENTS

Mr. Etienne read the Resolution title for the record. Councilman Blynn moved to approve the Resolution, seconded by Mayor Pierre; for discussion. No public discussion. Council voted; passed unanimously.

REQUESTS – PETITIONS – COMMUNICATIONS

TAB L – DISCUSSION REGARDING MAINTENANCE SERVICES FOR BISCAYNE LANDING

Mr. Etienne read the title for the record. Council discussion. Mr. Johnson gave a brief report to Council regarding maintenance services. Councilwoman Steril moved to approve an extension to Josaphat Celestin, Property Manager, for Biscayne Landing, of up to 90 days, seconded by Councilman Galvin; for discussion. Mr. Celestin gave a brief report to Council regarding the monthly payment and equipment needed to maintain the site. Mr. Celestin requested an increase in the monthly payment from $19,500 to $25,000. Council discussion. Councilman Galvin withdrew his second on the motion. Councilwoman Steril amended the motion to include the additional amount in the monthly payment, seconded by Councilman Blynn; passed 4-1. Councilman Galvin denied.

TAB L1 – NOMINATING CARLOS ALVAREZ AND CESAR ALVAREZ TO NORTH MIAMI'S CITIZENS' HALL OF FAME

Mayor Pierre gave a brief report to Council regarding his recommendation of the first Hispanics to the Citizens' Hall of Fame. Mayor Pierre moved to approve Carlos Alvarez and Cesar Alvarez to the North Miami's Citizens' Hall of Fame, seconded by Councilman Galvin; passed unanimously.

TAB L2 (FORMERLY TAB E) - PROPOSED RESOLUTION APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY'S 2010 ACTION PLAN AS AMENDED, TO INCORPORATE AN ADDITIONAL TARGET AREA FOR THE NEIGHBORHOOD

SUMMARY MINUTES
REGULAR COUNCIL MEETING
October 09, 2012

1. Call to order

The City of North Miami Regular Council meeting for October 9, 2012 was called to order at 776 NE 125 Street by Mayor Andre Pierre at 7:15pm.

(Phonetic spelling of each speaker's name may be used throughout the minutes unless correct spelling is known.)

Note: The actual agenda and all backup materials for each City of North Miami Council meeting can be found at: www.northmiamifl.gov

2. Pledge of Allegiance / Invocation

Mayor Pierre asked all to stand as Veteran Officer Gary L. Jones lead all in the Pledge of allegiance.

Pastor Gregory Tusan provided the inspirational message.

ROLL CALL: Clerk Michael Etienne was asked to read the roll call sheet. The following were noted as present / absent:

Councilman Michael R. Blynn	present
Councilman Scott Galvin	present
Councilman Jean R. Marcellus	present
Mayor Andre D. Pierre	present
Vice-Mayor Marie E. Steril	present

3. Order of Business (Additions/Deletions/Amendments/Deferrals)

City Manager Stephen Johnson requested the following items to be pulled from tonight's Council agenda: TAB L , TAB Z1, and TAB Z3.

4. Special Presentation(s)

a. Chief Marc Elias recognized Gary L. Jones as the officer of the Month of October, 2012 has been with the City of North Miami for over 20 years.
b. Proclamation in honor of *National Breast Cancer Awareness Month was presented by Mayor Pierre and received by Director of Personnel Becky Jones. Ms. Jones explained she accepted the Proclamation on behalf of Jackson Memorial Hospital and their efforts against breast cancer.*

c. Proclamation in honor of *Domestic Violence Awareness Month was presented by Chief Marc Elias and received by Assistant Chief Larry Juriga and staff of VOCA*
d. Proclamation in honor of *No Texting Day – Chief Elias accepted the proclamation presented by Mayor Andre Pierre proclaiming Friday, October 12, 2012 as no texting day.*
e. Mayda Pineda and Lucia Gonzalez presented a Proclamation in honor of *University of Miami Cuban Heritage Collection month to Ms. Gladys Esperanza who explained the name of the football team came from the hurricane that destroyed a large part of Miami in 1926. An entertainment in honor of the celebration was provided.*
f. *Re-elected Judge Cohen addressed the Mayor and Council and thank all for the support.*
g. Senator Oscar Braynon, II staff person provided information concerning a workshop that will provide *Help for Homeowners that* will be held at the North Miami Library on Thursday, October 11, 2012 from 4pm until 8pm.

City Events – Announcement – Ms. Cynthia Celestin provided information on the events for the month.

2. **Hurricane Preparedness –** Deputy Director Dr. Lumane Claude provided an update.
3. **City Projects Update:**
   4.1. Director CP&D Maxine Callaway presented a PowerPoint map with all the bus shelters installed to-date. Also displayed pictures of the new signage.
   4.2. Director Information Technology Ricardo Castillo provided an overview of the website stating it is "citizen friendly". Mr. Castillo stated the new system allows for translation to Spanish or Haitian Creole. Mr. Castillo stated they plan to add online payment. (Please note translations are done by Google).

4. **Consent Agenda Includes Items TABS A THROUGH TABS N**
   a. Tab A - Approval of Minutes
      i. 1st Budget Hearing – September 10, 2012
      ii. Regular Council Meeting – September 11, 2012
      iii. 2nd Budget Hearing – September 24, 2012
   b. Tab B - Authorization for expenditure from the Law Enforcement Trust Fund
   c. Tab C - Proposed Resolution approving a Campus Development Agreement, in substantially the attached form, between the City of North Miami and the Florida International University Board of Trustees; and authorizing the City Manager and City Attorney to finalize negotiations pertaining to the sale and conveyance of the city's existing onsite sewer system to Florida International University and establish guidelines for the continued ownership, installation, operation and maintenance of said system

   Council discussion. Councilman Marcellus requested additional information. City Manager Johnson allowed Director Aleem Ghany, Public Works Department to present the additional information.

   d. Tab D - Proposed Resolution authorizing the City Manager and City Attorney to negotiate and execute a Local Agency Program (LAP) agreement, in substantially the attached form, between the City of North Miami and the Florida Department of Transportation, for the construction of the Arch Creek bike path within the City of North Miami

Tab E - Proposed Resolution ratifying an amendment to Fiscal Year 2011-2012 adopted, amended revenue and expense budgets, to include the receipt and appropriation of unanticipated revenues in the amount of fifty-one thousand eight hundred sixty-nine dollars ($51,869.00), resulting from donations received from individuals and the business community.

Council discussion. Councilman Galvin requested additional information on the funds. City Manager Johnson allowed Budget Manager Kay Grant to provide the additional information requested by Councilman Galvin.

Tab F - Proposed Resolution amending the Fiscal Year 2011-2012 adopted, amended revenue and expense budgets, to include the receipt and appropriation of grant funds from the Florida Department of State, Division of Library and Information Services in the amount of four hundred nineteen dollars ($419.00) for library programs

Tab G - Proposed Resolution approving the selection of Envirowaste Services Group, Inc., for the cleaning and closed-caption television inspection of sanitary sewer lines in accordance with the terms, conditions and specifications contained in the Invitation For Bid #44-11-12 Cleaning & CCTV inspection of sanitary sewer lines; and authorizing the City Manager and City Attorney to negotiate and execute an agreement, in substantially the attached form, in the amount not to exceed five hundred thousand dollars ($500,000.00)

Council discussion. Councilman Marcellus requested additional information. City Manager Johnson allowed Director Aleem Ghany, Public Works Department to present the additional information.

Tab H - Proposed Resolution approving the selection of Envirowaste Services Group, Inc., for the smoke testing of the gravity sanitary sewer collection system in accordance with the terms, conditions and specifications contained in the invitation for BID#43-11-12; and authorizing the City Manager and City Attorney to negotiate and execute an agreement, in substantially the attached form, in the amount not to exceed two hundred thousand dollars ($200,000.00) from funding provided through the water and sewer utility fund and the State of Florida Revolving Fund

Council discussion. Councilman Marcellus requested additional information. City Manager Johnson allowed Director Aleem Ghany, Public Works Department to present the additional information.

Tab I - Proposed Resolution authorizing the City Manager and City Attorney to negotiate and execute a second amendment to Professional Services Agreement between the City of North Miami and Black & Veatch Corporation, to provide an additional contract term of two (2) years at a cost not to exceed two hundred thousand dollars ($200,000.00), for program compliance and development and support services related to the reconstruction of the filter gallery at the Winson Water Treatment Plant, in accordance with the requirements of the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Program

Tab J - Proposed Resolution authorizing the City Manager to execute a third option to renew Professional Services Agreement, in substantially the attached form, between the City of North Miami and Risk Management Associates, Inc., d/b/a Public Risk Insurance Agency, to continue to provide the city with uninterrupted police professional liability insurance coverage

Tab K - Proposed Resolution ratifying the City Manager's execution of a third option to renew professional services agreement, in substantially the attached form, between the City of North Miami and Risk Management Associates, Inc., d/b/a public risk insurance agency, to continue to provide the city with uninterrupted public official liability insurance coverage

Tab L - Proposed Resolution authorizing the City Manager to execute a Professional Services Agreement, in substantially the attached form, between the City of North Miami and CDW Government LLC, to piggyback an agreement with the National Joint Powers Alliance for information technology services, equipment and accessories necessary to maintain and improve the city's information technology infrastructure, on an as-needed, when needed basis, at a cost not to exceed five hundred thousand dollars (500,000.00) for a two year period

Tab M - Proposed Resolution re-designating NE 7th Avenue from 121st Street to 125th Street to be known as "NE 7 Ave Sgts. Bauer, Hodge and Mertes Blvd"; authorizing the City Manager to allocate and expend the necessary funds to cover the costs for signage and do all necessary things to effectuate the designation

Tab N - Proposed Resolution approving the North Miami Community Redevelopment Agency Fiscal Year 2012-2013 Budget; authorizing the City Manager to transmit the CRA Fiscal Year 2012-13 Budget to Miami-Dade County; authorizing the City Manager to take all action necessary to complete the approval process for the CRA Fiscal Year 2012-2013 Budget with Miami-Dade County

Councilman Blynn moved that the Consent Agenda items A Through N be approved as presented. Mayor Pierre seconded the Motion. Councilman Galvin register a no vote Motion passed 4-1.

5. Public Hearings - Ordinances, Resolution, Zoning, Land Use Items, Etc.

a. **9.A. Quasi-Judicial Items**

Tab O - Proposed Ordinance ***(First Reading)*** amending Chapter 29 of the City of North Miami Code of Ordinances, entitled "Land Development Regulations", by amending the city's official zoning map, referenced in Article 1, Section 1-106, to reflect the rezoning of an area consisting of four adjacent lots located at 11707 and 11755 Biscayne Boulevard, and at 1700 and 1750 Sans Souci Boulevard, from C2BE (commercial) to C-1 (commercial) zoning designation, in order to provide consistency with the land development regulations and the comprehensive plan of the City of North Miami

Mayor Pierre asked Clerk Etienne to read the Ordinance title for the Record. Mayor Pierre opened the Public Hearing. A Powerpoint presentation was provided by the owners. It was motioned and seconded. The motion passed with a vote of 4-1. The one no vote was Councilman Blynn.

9.B. Legislative Matters

b. **9.B.1. Ordinances - Second Reading and Public Hearing**

- ***None***

c. **9.B.2. Ordinances - First Reading**

Tab P - Proposed Ordinance ***(First Reading)*** amending Chapter 29 of the City of North Miami Code of Ordinances, entitled "Land Development Regulations", by amending Article 7 entitled "Definitions", to revise the definition of "Retail, Sales, and Service", in order to clarify outdoor display incidental to the sale of primarily new goods and products, specifically automobiles

Clerk Etienne read the Ordinance title for the record.

Councilman Blynn moved that the ordinance be approved. Mayor Pierre seconded the motion. The motion passed 5-0.

d. **9.B.3 Resolutions**

Tab Q - Proposed Resolution urging the Florida State Legislature to enact legislation banning the marketing, possession, trafficking and furnishing of "Bath Salts" containing dangerous synthetic drugs

Councilman Blynn moved that the ordinance be approved. Mayor Pierre seconded the motion. The motion passed 5-0.

Tab R - Proposed Resolution authorizing the City Manager and City Clerk to provide pre-paid return envelopes for absentee ballots for all municipal elections in the City of North Miami

Councilman Galvin moved that TAB R be approved. Councilman Blynn seconded the motion. The motion failed on a 3-2 vote. The no votes were: Councilman Marcellus, Vice Mayor Sterile, and Mayor Pierre.

Tab S - Proposed Resolution urging the Florida State Legislature to exempt from public records disclosure absentee ballot requests and personal information included on such requests

Councilman Galvin moved that TAB S be approved. TAB S failed for a lack of seconded.

Tab T - Proposed Resolution approving the selection of Imeco, Inc., as contractor for the Pioneer Boulevard Streetscape Improvement Project, in accordance with the City of North Miami Invitation for BID#47-11-12, Pioneer Blvd. (NE 137th Street) streetscape improvement, at a cost not to exceed two hundred seventy thousand nine hundred eighty dollars and sixty cents ($270,980.60), and authorizing the City Manager and City Attorney to negotiate and execute an agreement with Imeco, Inc., in substantially the attached form, to accomplish the stated improvements

Mayor Pierre moved that TAB T be approved. Councilman Marcellus seconded the motion. TAB T was approved by a vote of 4-1. The one no vote was Councilman Galvin.

Tab U - Proposed Resolution authorizing the City Manager to execute an amendment to Professional Services Agreement, in substantially the attached form, between the City of North Miami and the Baron Group, Inc., d/b/a Baron Sign Manufacturing, to complete phase III of the Wayfinding Sign program by June 2013, at an additional cost not to exceed four hundred thirty-five thousand dollars ($435,000.00), in accordance with the terms, conditions and specifications contained in the city's Invitation For Bid#61-09-10 gateway signs (furnish & install);

Councilman Galvin moved that TAB U be approved. Councilman Blynn seconded the motion. It was unanimously agreed that TAB U be approved.

Tab V - Proposed Resolution declaring as surplus property six (6) lodal side-loading garbage packer vehicles, and authorizing the City Manager to place such surplus property for auction with Lonestar Auctioneer, in accordance with Section 7-145 of the City of North Miami Code of Ordinances

It was unanimously agreed.

Tab W - Proposed Resolution authorizing the execution of a covenant running with the land in favor of Miami-Dade County, in substantially the attached form, requiring adherence of institutional and engineering controls by the City of North Miami as the fee simple owner of the land situated at 13110 NE 8th Avenue, pursuant to Section 24-44(2)(K), Miami-Dade County Code of Ordinances

Councilman Galvin moved that TAB W be approved. Mayor Pierre seconded the motion. Motion carried unanimously.

10. Request - Petitions - Communications

Tab X - Request of Catherine Christofis from Annunciation Greek Orthodox Church to obtain sponsorship in the amount of $60,000 from the city in support of the Greek Festival, November 3-4, 2012

Councilman Marcellus moved that TAB X be approved to donate $15,000. Mayor Pierre seconded the motion. The motion failed by a vote of 2-3. The no votes were: Councilmen: Galvin, Blynn and Vice-Mayor Sterile.

Tab Y - Discussion regarding Biscayne Landing Property Management Services

Councilman Blynn moved the TAB Y be approved. Councilman Marcellus seconded the motion.

Tab Z - Discussion regarding Diaspo Cup event on November 25, 2012

Mayor Pierre moved that TAB Z be approved. Vice-Mayor Sterile seconded the motion. TAB Z was approved by a vote of 3-2. The two no votes were Councilmen Galvin and Blynn.

Tab Z-2 - Discussion regarding the request from National Association for the Advancement of Colored People (NAACP) to financially support their Miami-Dade 2012 Freedom event on Saturday, October 27, 2012

Councilman Blynn moved that Z2 be approved. Councilman Pierre Seconded the motion. The motion passed with a vote of 4-1. The one vote of no was Councilman Galvin.

11. Citizens' Forum

A variety of residents spoke on issues of interest.

12. Council Reports

Various reports were provided.

13. City Clerk's Report: None
14. City Attorney's Report: None
15. City Manager's Report: None
16. Adjournment – Meeting was adjourned at 12:35am

Respectfully submitted,

Date transcribed: October 17, 2012

1 Year Contract

Ammendment #1

CITY OF NORTH MIAMI
AMENDMENT TO
PROPERTY MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT ("Amendment") is entered into this 9th day of October, 2012, between the City of North Miami, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Joe Celestin Civil Engineer & General Builder, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 396 NW 159th Street, Miami, FL 33169 ("Property Manager"). The City and Property Manager shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on May 2, 2011, the City advertised ***Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*** ("RFP"), to select a property management company to manage the site commonly known as Biscayne Landing, located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in response to the RFP, Property Manager submitted its proposal, expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management agreement with Property Manager, in accordance with the terms, conditions and specifications contained in the RFP; and

WHEREAS, on May 20, 2011, the City and Property Manager executed an agreement for the provision of Management Services, for the City Property ("Agreement"); and

WHEREAS, City administration respectfully requests that the Agreement be amended to include a term of one (1) year at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, for the continued provision of Management Services; and

WHEREAS, on October 9, 2012, the Mayor and City Council authorized the City Manager to execute this Amendment, in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. This Amendment is incorporated into and made part of the Agreement executed by the Parties on May 20, 2011, attached hereto as "Exhibit A".

Composite Exhibit "A"

2. Article 3. **TERM-** Sections 3.1 and 3.2 of the Agreement are hereby deleted and replaced with a Term period of one (1) year from the date this Amendment is executed. Such Term shall be renewable in writing, on a year-by-year basis.

3. Article 4. **COMPENSATION-** Section 4.1 of the Agreement is hereby amended to reflect a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, as full compensation for the provision of Services on a monthly basis.

4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

5. This Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

6. All other terms of the Agreement which have not been modified by this Amendment, shall remain in full force and effect.

7. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: Wilver Pierre-Louis

Date: 11/5/12

Joe Celestin Civil Engineer & General Builder, LLC, a Florida limited liability company: **"Property Manager"**

By: _____

Print Name: Josaphat J. Celestin

Date: 11-5-12

ATTEST:

By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation: **"City"**

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

CITY OF NORTH MIAMI
SECOND AMENDMENT TO
PROPERTY MANAGEMENT SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT ("Second Amendment") is entered into this 12th day of October, 2013, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Joe Celestin Civil Engineer & General Builder, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 396 NW 159th Street, Miami, FL 33169 ("Property Manager"). The City and Property Manager shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on May 2, 2011, the City advertised ***Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*** ("RFP"), to select a property management company to manage the site commonly known as Biscayne Landing, located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in response to the RFP, Property Manager submitted its proposal, expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management agreement with Property Manager, in accordance with the terms, conditions and specifications contained in the RFP; and

WHEREAS, on May 20, 2011, the City and Property Manager executed an agreement, as subsequently amended by the Parties on October 9, 2012, for the provision of Management Services at the subject property ("Agreement"); and

WHEREAS, the City Manager finds this Second Amendment, to include a term of month-to-month at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month for the continued provision of Management Services, is in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. This Second Amendment is incorporated into and made part of the Agreement as executed by the Parties on May 20, 2011, and as subsequently amended by the Parties on October 9, 2012, attached hereto as "Exhibit A".

2. **Article 3. TERM-** The Term of agreement shall be a month-to-month Term-basis commencing on October 10, 2013, until terminated by either Party with or without cause.

3. **Article 4. <u>COMPENSATION-</u>** Property Manager's compensation shall not exceed Twenty-Five Thousand Dollars ($25,000.00) per month, as full compensation for the provision of Services on a monthly basis.

4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

5. This Second Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

6. All other terms of the Agreement, as previously amended, which have not been modified by this Second Amendment, shall remain in full force and effect.

7. This Second Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

Joe Celestin Civil Engineer & General Builder, LLC, a Florida limited liability company: **"Property Manager"**

By: _____

Print Name: Josaphat Joe Celestin

Date: 10-12-2013

ATTEST:

By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation: **"City"**

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

Exhibit "A"

Original Agreement

CITY OF NORTH MIAMI
PROPERTY MANAGEMENT SERVICES AGREEMENT

THIS PROPERTY MANAGEMENT SERVICES AGREEMENT ("Agreement") is entered into this 20 day of MAY, 2011, between the City of North Miami, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and Joe Celestin Civil Engineer & General Builder, LLC, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 396 NW 159th Street, Miami, FL 33169 ("Property Manager"). The City and Property Manager shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on March 31, 2011, the Eleventh Judicial Circuit Court for Miami-Dade County ("Court"), discharged Charles W. De Santi as Receiver for the Court and ordered the possession of the property otherwise known as Biscayne Landing ("City Property"), back to the City of North Miami ("City") on April 13, 2011; and

WHEREAS, commencing on April 13, 2011, the City will be responsible for the continued-overall operation, repair and maintenance of the City Property; and

WHEREAS, on May 2, 2011, the City advertised *Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property* ("RFP"), to select a property management company experienced with commercial, environmentally challenged land to manage the vacant site located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in accordance with the RFP, Property Manger submitted its proposal, expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management agreement with Property Manager, in accordance with the terms and conditions of the RFP.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City of North Miami *Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*, attached hereto as "Exhibit A";

2.1.2 Property Manager's response to RFP dated May 10, 2011 ("Proposal"), attached hereto by reference; and

2.1.3 Any additional documents which are required to be submitted by Property Manager pursuant to Contract Documents.

ARTICLE 3 – TERM

3.1 The Parties agree that, subject to authorized adjustments, the Initial Term of this Agreement shall be Four (4) months, commencing on the date the Notice to Proceed is issued by the City.

3.2 Following the Initial Term of Four (4) months, the Agreement shall revert to a month-to-month Term-basis, until terminated by either Party.

ARTICLE 4 - COMPENSATION

4.1 The Property Manager shall be paid an amount not to exceed Nineteen Thousand Five Hundred and no/100 Dollars ($19,500.00) per month, as full compensation for the provision of monthly Management Services.

ARTICLE 5 – SCOPE OF MANAGEMENT SERVICES

5.1 Property Manager shall provide all required labor, supervision, materials, equipment, tools, transportation, services and expertise necessary for the provision of Management Services. Property Manager shall perform Management Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 At its own expense, Property Manager will procure, maintain in effect and comply with all permits, licenses and other governmental and regulatory approvals required to be obtained by Property Manager in the provision of Management Services on City Property.

5.3 Property Manager represents and warrants to the City that: (i) Property Manager possesses all qualifications, licenses and expertise required in the provision of Management Services, including but not limited to full qualification and good standing to do business in Florida with personnel fully licensed, as may be required by law; (ii) Property Manager is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Management Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Property Manager is duly authorized to execute same and fully bind Property Manager as a party to this Agreement.

5.4 Property Manager shall immediately notify the City of any existing conditions on City Property which is foreseeable to cause harm or damage to any person, or to real or personal property situated within the City Property.

5.5 Property Manager shall ensure that suitable and sufficient guards, barriers and lighting which shall be provided by the City, are placed for the prevention of accidents. The Property Manager shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

5.6 Lawful Entry: Property Manager shall limit entry upon the City Property and allow only those officers, directors, agents, subcontractors, entities, employees or invitees which are authorized by the City to enter the City Property.

5.7 Property Manager shall be subject to the Cone of Silence provisions of the City Code of Ordinances upon the issuance of any Request for Qualifications, Request for Proposals, Invitation for Bids, or any other procurement method initiated by the City concerning in any way, the City Property.

ARTICLE 6 – INDEPENDENT PROPERTY MANAGER

6.1 Property Manager and its employees and agents shall be deemed to be independent contractors and not City agents or employees. Accordingly, Property Manager shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Property Manager further understands that Florida workers' compensation benefits available to employees of the City are not available to Property Manager, and agrees to provide workers' compensation insurance for any employee or agent of Property Manager rendering Management Services to the City under this Agreement.

ARTICLE 7 – DEFAULT

7.1 If Property Manager fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Property Manager shall be in default. The City shall have the right to terminate this Agreement, in the event Property Manager fails to cure a default within fifteen (15) business days after receiving notice of default. Property Manager understands and agrees that termination of this Agreement under this section shall not release Property Manager from any obligations accruing prior to the effective date of termination.

7.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to Property Manager's ability to perform any portion of Management Services, the City may request that the Property Manager, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Property Manager's ability to perform in accordance with terms of this Agreement. In the event that the Property Manager fails to provide the City the requested assurances within the prescribed time frame, the City will treat such failure as a breach of this Agreement.

ARTICLE 8 – CITY'S TERMINATION RIGHTS

8.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, without cause, including the availability of funds by the City, upon thirty (30) days written notice to Property Manager. In such event, the City shall pay the Property Manager compensation for Management Services rendered prior to the effective date of termination. The City shall not be liable to Property Manager for any additional amounts or damages, including but not limited to, anticipated profits, or consequential or incidental damages.

ARTICLE 9 –CONFLICTS OF INTEREST

9.1 Property Manager represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9.2 Property Manager covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Property Manager, except as fully disclosed and approved by the City. Property Manager further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 10 –NOTICE

10.1 All notices, demands, correspondence and communications between the City and Property Manager shall be deemed sufficiently given under the terms of this Agreement when dispatched by phone, mail, or fax addressed as follows:

To Property Manager:	Joe Celestin Civil Engineer & General Builder, LLC Attn: Josaphat Celestin 396 NW 159th Street Miami, FL 33169 Telephone: (786) 237-1504 Fax: (305) 696-6050
To City:	City Manager City of North Miami 776 N.E. 125th Street North Miami, Florida 33161
With a copy to:	City Attorney City of North Miami 776 N.E. 125th Street North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice. Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 11 – PUBLIC RECORDS

11.1 Property Manager understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 12 – INSURANCE

12.1 Prior to the execution of this Agreement, the Property Manager shall submit certificate(s) of insurance evidencing the required coverage: (1) Workers' Compensation Insurance with statutory limits, including coverage for Employer's Liability - $1,000,000 limit (2) General Liability – preferably written on an occurrence form, with minimum limits of $1,000,000/occurrence, to include contractual liability, personal/advertising injury and products completed operations (3) Automobile Liability with minimum limits of $1,000,000/occurrence (combined single limit) for bodily injury and property damage; coverage shall be included for all owned, hired and non-owned autos or equipment utilized in the execution of duties relative to this agreement (4) Property Management Professional Liability $1,000,000 minimum limit. (5) Umbrella liability policy with minimum limits of $2,000,000. The City shall be included as an additional insured under general liability, umbrella, and automobile liability policies. Property Manager shall not commence work under this Agreement until after Property Manager has obtained all of the minimum insurance described by the City's Risk Manager. Property Manager shall not permit any subcontractor to begin any work on City Property until subcontractor's minimum insurance coverage is obtained and approved.

12.2 All insurance policies required of the Property Manager shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 13 –INDEMNIFICATION

13.1 Each Party shall defend, indemnify and hold harmless the other Party, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the other Party, its officers, directors, agents, partners, subcontractors, employees, and managers in the performance of this Agreement.

13.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 14 - FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Property Manager covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Property Manager agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Property Manager pursuant to this Agreement shall be exclusive.

15.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Property Manager agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: Roland Gables

Date: 5/20/11

Joe Celestin Civil Engineer & General Builder, LLC, a Florida limited liability company: **"Property Manager"**

By: _____

Print Name: Josaphat Celestin

Date: 05-20-2011

ATTEST:

By: _____
Jacqie Vieira
Acting City Clerk

City of North Miami, a Florida municipal corporation: **"City"**

By: _____
Russell Benford
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
V. Lynn Whitfield
City Attorney

1 Year Contract

Ammendment #1

CITY OF NORTH MIAMI
AMENDMENT TO
PROPERTY MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT ("Amendment") is entered into this 9th day of October, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Joe Celestin Civil Engineer & General Builder, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 396 NW 159th Street, Miami, FL 33169 ("Property Manager"). The City and Property Manager shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on May 2, 2011, the City advertised ***Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*** ("RFP"), to select a property management company to manage the site commonly known as Biscayne Landing, located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in response to the RFP, Property Manager submitted its proposal, expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management agreement with Property Manager, in accordance with the terms, conditions and specifications contained in the RFP; and

WHEREAS, on May 20, 2011, the City and Property Manager executed an agreement for the provision of Management Services, for the City Property ("Agreement"); and

WHEREAS, City administration respectfully requests that the Agreement be amended to include a term of one (1) year at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, for the continued provision of Management Services; and

WHEREAS, on October 9, 2012, the Mayor and City Council authorized the City Manager to execute this Amendment, in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. This Amendment is incorporated into and made part of the Agreement executed by the Parties on May 20, 2011, attached hereto as "Exhibit A".

Composite Exhibit "A"

2. Article 3. **TERM-** Sections 3.1 and 3.2 of the Agreement are hereby deleted and replaced with a Term period of one (1) year from the date this Amendment is executed. Such Term shall be renewable in writing, on a year-by-year basis.

3. Article 4. **COMPENSATION-** Section 4.1 of the Agreement is hereby amended to reflect a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, as full compensation for the provision of Services on a monthly basis.

4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

5. This Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

6. All other terms of the Agreement which have not been modified by this Amendment, shall remain in full force and effect.

7. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: Wilber Pierre-Louis

Date: 11/5/12

Joe Celestin Civil Engineer & General Builder, LLC, a Florida limited liability company:
"Property Manager"

By: _____

Print Name: Josaphat J. Celestin

Date: 11-5-12

ATTEST:

By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation: "City"

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

RESOLUTION NO. R-2013-141

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND JOE CELESTIN CIVIL ENGINEER & GENERAL BUILDER, LLC, FOR A TERM OF ONE (1) YEAR, AT A COST NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) PER MONTH, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR PROPOSAL #46-10-11 PROPERTY MANAGEMENT SERVICES FOR VACANT COMMERCIAL PROPERTY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") advertised ***Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*** ("RFP"), in order to select a property management company to manage the site commonly known as Biscayne Landing, located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in accordance with the RFP, Joe Celestin Civil Engineer & General Builder, LLC ("Property Manager"), submitted its proposal expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management services agreement with Property Manager ("Resolution"); and

WHEREAS, pursuant to the Resolution, a Property Management Services Agreement was executed on May 20, 2011, between the City and Property Manager, in accordance with the terms, conditions and specifications contained in the RFP ("Agreement"); and

WHEREAS, on October 9, 2012, the Mayor and City Council, authorized the City Manager to amend the Agreement with Property Manager to include a term of one (1) year at a

cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, for the continued provision of Management Services; and

WHEREAS, on November 5, 2012, an amendment to the Agreement was executed between the City and Property Manager, in accordance with the terms, conditions and specifications contained in the RFP ("First Amendment"); and

WHEREAS, the City administration desires to amend the Agreement to provide a term of one (1) year commencing November 1, 2013, through October 31, 2014, at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, in order to continue the provision of Management Services on the subject property ("Second Amendment"); and

WHEREAS, the Mayor and City Council find that the execution of the Second Amendment, in substantially the attached form, for the provision of uninterrupted Management Services on the property, is in the best interest of the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a Second Amendment to Property Management Services Agreement, in substantially the attached form, between the City of North Miami and Joe Celestin Civil Engineer & General Builder, LLC, for a term of one (1) year, at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, in accordance with the terms, conditions and specifications contained in the Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 3-2 vote of the Mayor and City Council of the City of North Miami, Florida, this 12th day of November, 2013.

Lucie Tondreau

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Steril

Seconded by: Tondreau

Vote:

Mayor Lucie M. Tondreau	x (Yes)	(No)
Vice Mayor Scott Galvin	(Yes)	x (No)
Councilperson Carol Keys, Esq.	(Yes)	x (No)
Councilperson Philippe Bien-Aime	x (Yes)	(No)
Councilperson Marie Erlande Steril	x (Yes)	(No)

CITY OF NORTH MIAMI
SECOND AMENDMENT TO
PROPERTY MANAGEMENT SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT ("Second Amendment") is entered into this 12th day of October, 2013, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Joe Celestin Civil Engineer & General Builder, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 396 NW 159th Street, Miami, FL 33169 ("Property Manager"). The City and Property Manager shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on May 2, 2011, the City advertised ***Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*** ("RFP"), to select a property management company to manage the site commonly known as Biscayne Landing, located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in response to the RFP, Property Manager submitted its proposal, expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management agreement with Property Manager, in accordance with the terms, conditions and specifications contained in the RFP; and

WHEREAS, on May 20, 2011, the City and Property Manager executed an agreement, as subsequently amended by the Parties on October 9, 2012, for the provision of Management Services at the subject property ("Agreement"); and

WHEREAS, the City Manager finds this Second Amendment, to include a term of month-to-month at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month for the continued provision of Management Services, is in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. This Second Amendment is incorporated into and made part of the Agreement as executed by the Parties on May 20, 2011, and as subsequently amended by the Parties on October 9, 2012, attached hereto as "Exhibit A".

2. **Article 3. TERM-** The Term of agreement shall be a month-to-month Term-basis commencing on October 10, 2013, until terminated by either Party with or without cause.

3. **Article 4. <u>COMPENSATION-</u>** Property Manager's compensation shall not exceed Twenty-Five Thousand Dollars ($25,000.00) per month, as full compensation for the provision of Services on a monthly basis.

4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

5. This Second Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

6. All other terms of the Agreement, as previously amended, which have not been modified by this Second Amendment, shall remain in full force and effect.

7. This Second Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

Joe Celestin Civil Engineer & General Builder, LLC, a Florida limited liability company:
"Property Manager"

By: _____

Print Name: Josaphat Joe Celestin

Date: 10-12-2013

ATTEST:

By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation: **"City"**

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

Exhibit "A"

Original Agreement

CITY OF NORTH MIAMI
PROPERTY MANAGEMENT SERVICES AGREEMENT

THIS PROPERTY MANAGEMENT SERVICES AGREEMENT ("Agreement") is entered into this 20 day of MAY, 2011, between the City of North Miami, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and Joe Celestin Civil Engineer & General Builder, LLC, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 396 NW 159th Street, Miami, FL 33169 ("Property Manager"). The City and Property Manager shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on March 31, 2011, the Eleventh Judicial Circuit Court for Miami-Dade County ("Court"), discharged Charles W. De Santi as Receiver for the Court and ordered the possession of the property otherwise known as Biscayne Landing ("City Property"), back to the City of North Miami ("City") on April 13, 2011; and

WHEREAS, commencing on April 13, 2011, the City will be responsible for the continued-overall operation, repair and maintenance of the City Property; and

WHEREAS, on May 2, 2011, the City advertised *Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property* ("RFP"), to select a property management company experienced with commercial, environmentally challenged land to manage the vacant site located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in accordance with the RFP, Property Manger submitted its proposal, expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management agreement with Property Manager, in accordance with the terms and conditions of the RFP.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City of North Miami *Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*, attached hereto as "Exhibit A";

2.1.2 Property Manager's response to RFP dated May 10, 2011 ("Proposal"), attached hereto by reference; and

2.1.3 Any additional documents which are required to be submitted by Property Manager pursuant to Contract Documents.

ARTICLE 3 – TERM

3.1 The Parties agree that, subject to authorized adjustments, the Initial Term of this Agreement shall be Four (4) months, commencing on the date the Notice to Proceed is issued by the City.

3.2 Following the Initial Term of Four (4) months, the Agreement shall revert to a month-to-month Term-basis, until terminated by either Party.

ARTICLE 4 - COMPENSATION

4.1 The Property Manager shall be paid an amount not to exceed Nineteen Thousand Five Hundred and no/100 Dollars ($19,500.00) per month, as full compensation for the provision of monthly Management Services.

ARTICLE 5 – SCOPE OF MANAGEMENT SERVICES

5.1 Property Manager shall provide all required labor, supervision, materials, equipment, tools, transportation, services and expertise necessary for the provision of Management Services. Property Manager shall perform Management Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 At its own expense, Property Manager will procure, maintain in effect and comply with all permits, licenses and other governmental and regulatory approvals required to be obtained by Property Manager in the provision of Management Services on City Property.

5.3 Property Manager represents and warrants to the City that: (i) Property Manager possesses all qualifications, licenses and expertise required in the provision of Management Services, including but not limited to full qualification and good standing to do business in Florida with personnel fully licensed, as may be required by law; (ii) Property Manager is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Management Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Property Manager is duly authorized to execute same and fully bind Property Manager as a party to this Agreement.

5.4 Property Manager shall immediately notify the City of any existing conditions on City Property which is foreseeable to cause harm or damage to any person, or to real or personal property situated within the City Property.

5.5 Property Manager shall ensure that suitable and sufficient guards, barriers and lighting which shall be provided by the City, are placed for the prevention of accidents. The Property Manager shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

5.6 Lawful Entry: Property Manager shall limit entry upon the City Property and allow only those officers, directors, agents, subcontractors, entities, employees or invitees which are authorized by the City to enter the City Property.

5.7 Property Manager shall be subject to the Cone of Silence provisions of the City Code of Ordinances upon the issuance of any Request for Qualifications, Request for Proposals, Invitation for Bids, or any other procurement method initiated by the City concerning in any way, the City Property.

ARTICLE 6 – INDEPENDENT PROPERTY MANAGER

6.1 Property Manager and its employees and agents shall be deemed to be independent contractors and not City agents or employees. Accordingly, Property Manager shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Property Manager further understands that Florida workers' compensation benefits available to employees of the City are not available to Property Manager, and agrees to provide workers' compensation insurance for any employee or agent of Property Manager rendering Management Services to the City under this Agreement.

ARTICLE 7 – DEFAULT

7.1 If Property Manager fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Property Manager shall be in default. The City shall have the right to terminate this Agreement, in the event Property Manager fails to cure a default within fifteen (15) business days after receiving notice of default. Property Manager understands and agrees that termination of this Agreement under this section shall not release Property Manager from any obligations accruing prior to the effective date of termination.

7.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to Property Manager's ability to perform any portion of Management Services, the City may request that the Property Manager, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Property Manager's ability to perform in accordance with terms of this Agreement. In the event that the Property Manager fails to provide the City the requested assurances within the prescribed time frame, the City will treat such failure as a breach of this Agreement.

ARTICLE 8 – CITY'S TERMINATION RIGHTS

8.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, without cause, including the availability of funds by the City, upon thirty (30) days written notice to Property Manager. In such event, the City shall pay the Property Manager compensation for Management Services rendered prior to the effective date of termination. The City shall not be liable to Property Manager for any additional amounts or damages, including but not limited to, anticipated profits, or consequential or incidental damages.

ARTICLE 9 –CONFLICTS OF INTEREST

9.1 Property Manager represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9.2 Property Manager covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Property Manager, except as fully disclosed and approved by the City. Property Manager further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 10 –NOTICE

10.1 All notices, demands, correspondence and communications between the City and Property Manager shall be deemed sufficiently given under the terms of this Agreement when dispatched by phone, mail, or fax addressed as follows:

To Property Manager:	Joe Celestin Civil Engineer & General Builder, LLC Attn: Josaphat Celestin 396 NW 159th Street Miami, FL 33169 Telephone: (786) 237-1504 Fax: (305) 696-6050
To City:	City Manager City of North Miami 776 N.E. 125th Street North Miami, Florida 33161
With a copy to:	City Attorney City of North Miami 776 N.E. 125th Street North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice. Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 11 – PUBLIC RECORDS

11.1 Property Manager understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 12 – INSURANCE

12.1 Prior to the execution of this Agreement, the Property Manager shall submit certificate(s) of insurance evidencing the required coverage: (1) Workers' Compensation Insurance with statutory limits, including coverage for Employer's Liability - $1,000,000 limit (2) General Liability – preferably written on an occurrence form, with minimum limits of $1,000,000/occurrence, to include contractual liability, personal/advertising injury and products completed operations (3) Automobile Liability with minimum limits of $1,000,000/occurrence (combined single limit) for bodily injury and property damage; coverage shall be included for all owned, hired and non-owned autos or equipment utilized in the execution of duties relative to this agreement (4) Property Management Professional Liability $1,000,000 minimum limit. (5) Umbrella liability policy with minimum limits of $2,000,000. The City shall be included as an additional insured under general liability, umbrella, and automobile liability policies. Property Manager shall not commence work under this Agreement until after Property Manager has obtained all of the minimum insurance described by the City's Risk Manager. Property Manager shall not permit any subcontractor to begin any work on City Property until subcontractor's minimum insurance coverage is obtained and approved.

12.2 All insurance policies required of the Property Manager shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 13 –INDEMNIFICATION

13.1 Each Party shall defend, indemnify and hold harmless the other Party, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the other Party, its officers, directors, agents, partners, subcontractors, employees, and managers in the performance of this Agreement.

13.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 14 - FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Property Manager covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Property Manager agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Property Manager pursuant to this Agreement shall be exclusive.

15.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Property Manager agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: Roland Gables

Date: 5/20/11

Joe Celestin Civil Engineer & General Builder, LLC, a Florida limited liability company: **"Property Manager"**

By: _____

Print Name: Josaphat Celestin

Date: 05-20-2011

ATTEST:

By: _____
Jaccie Vieira
Acting City Clerk

City of North Miami, a Florida municipal corporation: **"City"**

By: _____
Russell Benford
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
V. Lynn Whitfield
City Attorney

1 Year Contract

Ammendment #1

CITY OF NORTH MIAMI
AMENDMENT TO
PROPERTY MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT ("Amendment") is entered into this 9th day of October, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Joe Celestin Civil Engineer & General Builder, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 396 NW 159th Street, Miami, FL 33169 ("Property Manager"). The City and Property Manager shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on May 2, 2011, the City advertised ***Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*** ("RFP"), to select a property management company to manage the site commonly known as Biscayne Landing, located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in response to the RFP, Property Manager submitted its proposal, expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management agreement with Property Manager, in accordance with the terms, conditions and specifications contained in the RFP; and

WHEREAS, on May 20, 2011, the City and Property Manager executed an agreement for the provision of Management Services, for the City Property ("Agreement"); and

WHEREAS, City administration respectfully requests that the Agreement be amended to include a term of one (1) year at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, for the continued provision of Management Services; and

WHEREAS, on October 9, 2012, the Mayor and City Council authorized the City Manager to execute this Amendment, in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. This Amendment is incorporated into and made part of the Agreement executed by the Parties on May 20, 2011, attached hereto as "Exhibit A".

Composite Exhibit "A"

2. **Article 3. TERM-** Sections 3.1 and 3.2 of the Agreement are hereby deleted and replaced with a Term period of one (1) year from the date this Amendment is executed. Such Term shall be renewable in writing, on a year-by-year basis.

3. **Article 4. COMPENSATION-** Section 4.1 of the Agreement is hereby amended to reflect a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, as full compensation for the provision of Services on a monthly basis.

4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

5. This Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

6. All other terms of the Agreement which have not been modified by this Amendment, shall remain in full force and effect.

7. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: Wilber Pierre-Louis

Date: 11/5/12

Joe Celestin Civil Engineer & General Builder, LLC, a Florida limited liability company:
"Property Manager"

By: _____

Print Name: Josaphat J. Celestin

Date: 11-5-12

ATTEST:

By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation: **"City"**

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

RESOLUTION NO. R-2013-141

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND JOE CELESTIN CIVIL ENGINEER & GENERAL BUILDER, LLC, FOR A TERM OF ONE (1) YEAR, AT A COST NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) PER MONTH, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR PROPOSAL #46-10-11 PROPERTY MANAGEMENT SERVICES FOR VACANT COMMERCIAL PROPERTY; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") advertised ***Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*** ("RFP"), in order to select a property management company to manage the site commonly known as Biscayne Landing, located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in accordance with the RFP, Joe Celestin Civil Engineer & General Builder, LLC ("Property Manager"), submitted its proposal expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management services agreement with Property Manager ("Resolution"); and

WHEREAS, pursuant to the Resolution, a Property Management Services Agreement was executed on May 20, 2011, between the City and Property Manager, in accordance with the terms, conditions and specifications contained in the RFP ("Agreement"); and

WHEREAS, on October 9, 2012, the Mayor and City Council, authorized the City Manager to amend the Agreement with Property Manager to include a term of one (1) year at a

cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, for the continued provision of Management Services; and

WHEREAS, on November 5, 2012, an amendment to the Agreement was executed between the City and Property Manager, in accordance with the terms, conditions and specifications contained in the RFP ("First Amendment"); and

WHEREAS, the City administration desires to amend the Agreement to provide a term of one (1) year commencing November 1, 2013, through October 31, 2014, at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, in order to continue the provision of Management Services on the subject property ("Second Amendment"); and

WHEREAS, the Mayor and City Council find that the execution of the Second Amendment, in substantially the attached form, for the provision of uninterrupted Management Services on the property, is in the best interest of the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a Second Amendment to Property Management Services Agreement, in substantially the attached form, between the City of North Miami and Joe Celestin Civil Engineer & General Builder, LLC, for a term of one (1) year, at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, in accordance with the terms, conditions and specifications contained in the Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 3-2 vote of the Mayor and City Council of the City of North Miami, Florida, this 12th day of November, 2013.

Lucie Tondreau

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Steril

Seconded by: Tondreau

Vote:

Mayor Lucie M. Tondreau	x (Yes)	(No)
Vice Mayor Scott Galvin	(Yes)	x (No)
Councilperson Carol Keys, Esq.	(Yes)	x (No)
Councilperson Philippe Bien-Aime	x (Yes)	(No)
Councilperson Marie Erlande Steril	x (Yes)	(No)

CITY OF NORTH MIAMI
SECOND RENEWAL TO
PROPERTY MANAGEMENT SERVICES AGREEMENT
RFP 46-10-11

THIS SECOND RENEWAL TO PROPERTY MANAGEMENT SERVICES AGREEMENT ("Second Renewal") is entered into this 1st day of December 2013, between the City of North Miami, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Joe Celestin Civil Engineer & General Builder, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 396 NW 159th Street, Miami, FL 33169 ("Property Manager"). The City and Property Manager shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on May 2, 2011, the City advertised ***Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property*** ("RFP"), to select a property management company to manage the site commonly known as Biscayne Landing, located at Biscayne Boulevard between Northwest 137th Street and Northwest 151st Street ("Management Services"); and

WHEREAS, in response to the RFP, Property Manager submitted its proposal, expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

WHEREAS, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management agreement with Property Manager, in accordance with the terms, conditions and specifications contained in the RFP; and

WHEREAS, on May 20, 2011, the City and Property Manager executed an agreement, as subsequently amended by the Parties on November 5, 2012, for the provision of Management Services at the subject property ("Agreement"); and

WHEREAS, City administration respectfully requests that the Agreement be amended to include an additional term of one (1) year at a cost not to exceed Twenty-Five Thousand Dollars ($25,000.00) per month, for the continued provision of Management Services; and

WHEREAS, on November 12, 2013, the Mayor and City Council passed and adopted Resolution No. _____, authorizing the City Manager to execute this Second Renewal, in the best interest of the City.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. This Second Renewal is incorporated into and made part of the Agreement as executed by the Parties on May 20, 2011, and as subsequently amended by the Parties on November 5, 2012, attached hereto as composite "Exhibit A".

2. **Article 3. TERM-** The Term of agreement shall be a period of one (1) year, commencing on November 1, 2013 through October 31, 2014. An additional Renewal period of one (1) year commencing on November 1, 2014, through October 31, 2015, may be grated with the Mayor and City Council approval.

3. **Article 4. COMPENSATION-** Property Manager's compensation shall not exceed Twenty-Five Thousand Dollars ($25,000.00) per month, as full compensation for the provision of Services on a monthly basis.

4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

5. This Second Renewal shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

6. All other terms of the Agreement, as previously amended, which have not been modified by this Second Renewal, shall remain in full force and effect.

7. This Second Renewal may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

Joe Celestin Civil Engineer & General Builder, LLC, a Florida limited liability company:

"Property Manager"

By: _____

Print Name: Josaphat F. Celestin

Date: 11-15-2013

ATTEST:

By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation: "City"

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney