

FACILITY AGREEMENT

City Council Meeting of:

3-26-2012



THIS AGREEMENT is entered into this 1st day of May, 2012 by and between the **CITY OF MIAMI SPRINGS**, a Florida Corporation, hereinafter referred to as "**City**", and "**Miami-Dade County Aquatic Club, Inc.**", a Florida Corporation, hereinafter referred to as "**MDAC**";

WITNESSETH:

WHEREAS, **MDAC** has approached the City to solicit authorization to utilize the Swimming Pool to conduct classes Monday through Friday mornings and evenings and Saturday morning; and,

WHEREAS, the Recreation Department of the City is desirous of providing the widest variety of recreational and educational activities for citizens on a continuing basis; and,

WHEREAS, the City Council of the City of Miami Springs has reviewed and discussed the proposal of the **MDAC** program and has determined that, subject to the terms and conditions of this Agreement, it is in the best interests of the City and its citizens to authorize the limited usage of the Miami Springs Swimming Pool for the purposes proposed;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the mutual sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

USE OF PREMISES

The City of Miami Springs hereby grants to **MDAC** the right to use the swimming pool as follows:

Fall/Winter Schedule from April 30, 2012 to June 10, 2012 and August 27, 2012 to April 29, 2013

Monday through Friday from 4:45 A.M. to 6:30 A.M.

Monday through Friday from 5:00 P.M. to 7:00 P.M.

Summer schedule from June 11, 2012 to August 26, 2012

Monday through Friday from 8:00 A.M. to 10:00 A.M.

Monday through Friday from 4:00 P.M. to 6:00 P.M.

Saturday from 8:30 A.M. to 11:00 A.M.,

for the operation of a program known as **MDAC**, upon the terms and conditions set forth herein. Notwithstanding the foregoing, the City reserves the right to utilize the areas being provided to **MDAC** upon reasonable advance notice for City related or sponsored activities. The City also requires that **MDAC** to leave a lane open at the deep end of the pool at all times, and to have a coach/representative on the premises until all swimmers have left the facility.

PAYMENTS FOR USAGE

MDAC agrees to pay the City a monthly use fee of one thousand dollars (\$1,000.00) which is due, in advance, on the first of each month commencing May 1, 2012 and ending with final payment on April 1, 2013. Payments received more than 10 days after the due date will be subject to a twenty dollar (\$20.00) per day late payment fee.

MAINTENANCE OF PREMISES

MDAC agrees to clean and maintain the area used for its activities so that it is returned to the City in the same condition as received (i.e. swimming caps, goggles, equipment, boards, water bottles and drinks). In the event that **MDAC** does not comply with this clean up and maintenance provision, **MDAC** agrees to reimburse the City for the actual costs incurred in cleaning the facility following its usage.

ACCEPTANCE OF AGREEMENT

MDAC hereby accepts this agreement granted by the City for the use of the Miami Springs Pool for the operation of and **MDAC** program upon the terms and conditions set forth herein.

TERM OF AGREEMENT

This Agreement shall be for a period of one (1) year beginning on May 1, 2012 and continue through April 30, 2013.

RENEWAL OF AGREEMENT

This Agreement may be renewed upon the mutual consent and agreement of the parties hereto.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party hereto, without cause, by providing the other party written notice thereof by certified mail, return receipt requested, or by hand delivery, to be effective thirty (30) days from receipt of said written notice.

INSURANCE

MDAC shall, at all times during the term hereof, maintain insurance coverage in the amount of \$1,000,000, (One million dollars) which shall also name the City as an additional insured under the policy. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage shall be furnished to the City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be cancelled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to the City. Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that **MDAC** shall, at any time, upon request, file duplicate copies of the policies of such insurance with the City.

HOLD HARMLESS AND INDEMNIFICATION

In addition to the aforementioned required insurance coverage to be provided to the City, **MDAC** shall hold the City, including its officials, employees and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of actions, liability, costs, expenses, and attorney's fees arising out of, or resulting from, injury to or death of persons, or damage to or loss of property, sustained on or about the licensed premises, arising from the services, acts, actions, omissions or failures to act of **MDAC** or of any of its employees, agents, representatives, invitees, or guests. Additionally, the protections provided by this provision shall also include any costs, expenses, or legal fees the City may incur in establishing that **MDAC** or its insurer are responsible to provide protection, coverage,

and representation to the City, its officials, employees, and representatives for any incident that may occur during the term hereof.

PROHIBITED ACTIVITIES

MDAC shall not use the premises for any inappropriate or unlawful purpose and shall comply with all State, County and City laws, statutes, ordinances, policies, rules and regulations applicable now, or in the future, to the operation of **MDAC** and the premises. **MDAC** shall not permit any offensive, or dangerous activity, nor any nuisance or other conduct in violation of the public policy of the City, county or state on the premises.

COMPLIANCE WITH CITY SAFETY RULES, REGULATIONS AND PROCEDURES

MDAC agrees to abide by all City safety rules, regulations and procedures during its use of the City swimming pool. In addition, all personnel in any manner involved with the operation and activities of **MDAC** must successfully comply with the City's background investigation and fingerprinting policy and procedures. Further, **MDAC** acknowledges the existence of the City's Thorguard Lighting Early Warning System and agrees to follow the procedures established by the City for safety compliance should the system be activated during **MDAC** use of the City's pool.

NONDISCRIMINATION

MDAC represents and warrants to the City that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the performance of this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. **MDAC** further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap,

marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ASSIGNMENT

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the City Manager, which may be withheld or conditioned, in the City Manager's sole and exclusive discretion.

ATTORNEY FEES AND COSTS

If either party to this Agreement initiates litigation to enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing party in any such litigation, and any appeals there from, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorney's fee as fixed by the court.

NOTICES

All notices or other communications required under this agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. mail, return receipt requested, addressed to the other party at the following address or to such other address as a party may designate for notice:

NOTICES TO BE GIVEN TO CITY SHALL BE ADDRESSED AS FOLLOWS:

CITY OF MIAMI SPRINGS
Attention: Ronald K. Gorland, City Manager
201 Westward Drive
Miami Springs, FL 33166

NOTICES TO BE GIVEN TO MDAC SHALL BE ADDRESSED AS FOLLOWS:

Miami-Dade County Aquatic Club, Inc.
Attention: Ricardo Rodriguez
10015 SW 2 Terrace
Miami, Florida 33174

MISCELLANEOUS PROVISIONS

A. That this Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

B. That title and paragraph headings contained herein are for convenient reference and are not a part of this Agreement.

C. That 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 law, 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.

D. That this Agreement constitutes the sole and entire understanding between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

E. That this Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors or assigns.

F. That **MDAC** has not been procured and is being engaged to provide services to the City as an Independent Contractor, and not as an agent or employee of the City. Accordingly, **MDAC** shall not attain, nor be entitled to, any rights or benefits under the

Civil Service or Pensions Ordinances of the City, nor any rights generally afforded civil services or non-civil service employees. **MDAC** further understands that Florida Worker's Compensation benefits available to employees of the City are not available to it, and it agrees to provide workers' compensation insurance for any employee or agent rendering services.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, MDAC and the City have set their hands and seals on
the day and year first above written.

Miami - Dade County Aquatic Club, Inc.,
a Florida Corporation

WITNESSES:

Print Name: _____

By: _____

Ricardo Rodriguez, President

Print Name: _____

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this _____ day of
_____, 2012, by Ricardo Rodriguez, President of Miami-Dade County
Aquatic Club, Inc. He is personally known to me or has
produced _____ as identification, and did take an oath.

Notary Public, State of Florida

COMMISSION:

WITNESSES:

Print Name: _____

Print Name: _____

CITY OF MIAMI SPRINGS

By: _____
RONALD K. GORLAND,
City Manager

ATTEST: _____
Magalí Valls,
City Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by RONALD K. GORLAND, City Manager and Magalí Valls, City Clerk of the City of Miami Springs, Florida. They are personally known to me or have produced _____ as identification, and did take an oath.

Notary Public, State of Florida

COMMISSION:

**FLORIDA DEPARTMENT OF STATE
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Entity Name Search

No Events

No Name History

Detail by Entity Name**Florida Non Profit Corporation**

MIAMI-DADE COUNTY AQUATIC CLUB, INC.

Filing Information

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State FL

Status ACTIVE

Principal Address10015 S.W. 2ND TERRACE
MIAMI FL 33174

Changed 04/28/2011

Mailing Address2200 N.W. 95TH AVENUE
DORAL FL 33172-2346

Changed 04/28/2011

Registered Agent Name & AddressRODRIGUEZ, RICARDO
10015 S.W. 2ND TERRACE
MIAMI FL 33174 US

Name Changed: 04/28/2011

Address Changed: 04/28/2011

Officer/Director Detail**Name & Address**

Title PDS

RODRIGUEZ, RICARDO
10015 S.W. 2ND TERRACE
MIAMI FL 33174**Annual Reports**

Report Year Filed Date

2009 03/31/2009

2010 04/15/2010

2011 04/28/2011



Rebeca Sosa Theater
Miami Springs Community Center
1401 Westward Drive
Miami Springs, FL 33166

Ralph Wakefield
Artistic Director
Telephone: 305-884-6804

WIZARDS OF WONDERLANDS



ACT ONE: The Wonderful Wizard of Oz

Adapted by V. Glasgow Klostre - From the book by L. Frank Baum

ACT TWO: Dorothy Meets Alice or The Wizard of Wonderland

By Joseph Robinette and Karl Jurman

Friday & Saturday - 7:30pm
April 20, 21, 27 and 28, 2012

Sunday – 2:00 pm
April 22 and 29, 2012

Admission: \$12.00

www.pelicanplayhouse.org

305-884-6804

SPECIAL EVENTS CURRENTLY SCHEDULED
TO BE HELD IN MIAMI SPRINGS IN 2012

2012

- Sat 3-31-12 8:30-9:30 PM **MSSH Anchor Club hosting the WWF Earth Hour City Challenge at the Circle. High points of the event include turning off the Circle lights for one hour while simultaneously holding a candle-light vigil.**
- Sat 3-31-12 8-12 Noon Local Boy Scout Troop 334 and member Dimitri Anchipolovsky, intends to build a "butterfly garden" just outside of Grace Lutheran Church for an Eagle Scout Community Project to honor Amanda Haworth. Needing to raise money, members of Troop 334, led by Anchipolovsky, will hold a benefit fundraising car wash at the rear of the church parking lot, 254 Curtiss Parkway
- Sun 4-1-12 1-5:00 PM Everyone is welcome to spend the afternoon on the grounds of the newly-restored Curtiss Mansion celebrating the soft opening event. The celebration will include music, fun and food trucks
- Mon 4-2-12 6:30-8:30 PM Everyone is invited to attend a reception being held in the City Hall Lobby for the Miami Springs Senior High art students and their instructor, Laura Campbell, on Monday, April 2, 2012 from 6:30 until 8:30 p.m.
- Sat 4-7-12 10-12:30 PM Everyone is invited to have fun at the City of Miami Springs Parks and Recreation Center Easter Egg Hunt Event being held at Prince Field, 343 Payne Dr. The egg hunt will begin at 10:30 a.m., but will be divided into age groups: Ages 2, 3, 4 and 5 at 10:30; ages 6, 7 and 8 at 11:15; and ages 9,10 and 11 at 12 noon. There will be a charge of \$2 per child (parents are free) and no child will be admitted without a bracelet. Bracelets may be purchased beginning on Monday, March 19 at the Community Center. Miami Springs and Virginia Gardens residents only. Proof of residency is required. Non-residents may purchase ID bracelets for \$10 each at the Community Center on Thursday and Friday, April 5 and 6.
- Tues. thru April 10 The Senior Center is offering free tax assistance by AARP Tax-Aide Counselors to all taxpayers. Tax-Aide volunteers will be available, by appointment only, every Tuesday afternoon through April 10 at the City of Miami Springs Senior Center, located at 343 Payne Drive.
- Fri. 4-13 thru Sun 4-15 2012 Springs River Festival to be held at the Circle. The Annual Springs River Festival Cake Bake Off is on the way. Bring your tastiest and prettiest homemade cakes to the Circle on Saturday, April 14 by 1:00 p.m. and see how you measure up to the competition.
- Sat 4-14-12 7:00 AM The 2nd Annual Springs River Festival 5K will begin at 7:00 a.m. on the Circle. Pre-registration is \$10 and race day registration is \$15. You may pre-register beginning March 26 at the Miami Springs Community Center. Registration forms are available online.

SPECIAL EVENTS CURRENTLY SCHEDULED
TO BE HELD IN MIAMI SPRINGS IN 2012

Sat 4-21-12	10:00 AM	Join the Miami Springs Historical Society on a guided bus tour of National Registered and aviation-related sites. The cost is \$20 per person. To RSVP call (305) 805-3321 or go to miamispringshistoricalsociety.org
*Sat 4-21-12	10-5:00PM	Family Fun & Health Fest to be held on Circle hosted by Barry University Nursing Students (date reserved)
Sun 4-29-12	6-10 PM	With the theme being "In the Spirit of Miami Springs," the Miami Springs Historical Society will hold a gala dinner/dance at the Miami Springs Country Club. Everyone is invited to come dressed as their favorite aviator, soldier, sailor or character from the '20s, '30s or '40s, and will have a chance to win a prize for the best outfit. The cost is \$45 per person and tickets are available at the Miami Springs Pharmacy. For more information, call (305) 805-3321
Sat. 5-5 and Sun 5-6-12		2012 American Cancer Society "Relay for Life" to be held at the Circle Sat., May 5 thru Sun, May 6 (date reserved)
Sat 5-5-12		Cinco de Mayo holiday (date reserved)
May 2012	TBA	In conjunction with the upcoming Miami Springs/VG Relay for Life event, the Miami Springs Woman's Club will host its Fourth Annual Survivor's Luncheon to honor all cancer survivors and their caregivers at the clubhouse, 200 Westward Dr. For information regarding registering call Co-Chairs Joan Cavalier at (305)-887-6775 or Judy Walton at (305) 885-3382. Reservations must be made by Wed. Feb. 29. (Date and time to be determined)
Sat 6-23-12	7:30 PM	Miami Springs Historical Museum, 26 Westward Drive, to host Movie Night at the Museum featuring "Miami 1926." Adults \$5, children and seniors \$2. For information call (305) 805-3321
*Sun 6-24-12	8-11:00 AM	Loeb & Son Foundation – Rare Disease Awareness Walk, Curtiss Parkway (date reserved)
Sat 7-14-12	TBA	Optimist Dolphin Classic and Community Fish Fry to be held at the Circle. (date reserved)
Fri 8-17-12	7:30-9:30 PM	Children's Night at the Museum. Children will have the opportunity to explore local history through handicrafts. Miami Springs Historical Museum, 26 Westward Dr. \$5 per child ages 5-12 years old. Call Valerie McCarty at (305) 887-5850 for more information.

quickly and accurately; maintains supporting,
documentation for FEMA and Insurance

**

Price includes use of RAPID_RCT
database, software program,
for damage assessments ;populating
FEMA forms with all documentation

All data entry information and DMP will be presented on
backup disc and 5 hard copies



DISASTER OPERATIONS & TRAINING, INC.

INTRODUCTION

The following Hurricane Planning updates will be performed per our March 1, 2012 meeting and per list of follow up items presented subsequent the March 1, 2012 meeting. This includes the Disaster Reimbursement Recovery Program has been implemented for City of Miami Springs, and requires updates for 2012.

In past disaster incidents such as Hurricane Katrina and Wilma, lack of standardized information management, with up-to-date status and condition created additional obstacles and serious financial burdens in the areas of response, recovery, and restoration. Extreme delays and difficulties were encountered obtaining FEMA reimbursement and insurance claims. DO&T's methodology and approach is to ensure maximum Disaster Recovery Reimbursement, increase the amount of entitled dollars, decrease time of reimbursement, and economic recovery. The program prevents timely and costly appeals, and denials of entitled response and recovery costs.

METHODOLOGY AND APPROACH

DO&T's solution provides key capabilities necessary to rapidly and fully define, capture, and organize incident (emergency) management information, resources and processes; and aids in generating a multitude of deliverables including damage assessments, as a result of a disaster, and provides the necessary documentation for FEMA Project Worksheet submittals.

The following constructed to be performed individually or collectively, depending on the need of our Clients. This program includes the following:

I. PRE-EVENT PLANNING

- A. **Resource Asset and Inventory Review** – Miami Springs requires updates
- B. **Data base application per FEMA guidelines for reimbursement and NIMS compliance**
- C. **Debris Management Planning and Training** - will be updated with all critical facilities, emergency road clearing routes, TDSR... procedures for Debris Removal and Disposal..

PRE-EVENT PLANNING

A. RESOURCE ASSET AND INVENTORY REVIEW per FEMA guidelines for reimbursement and NIMS compliance

Task #1. Prior FEMA, Federal Agency, and/or Insurance Records Review

DO&T will review and includes inventory of insured items and note deductibles were necessary and or limitations in the insurance. DO&T will include inventory of city assets with DO&Ts data base for Miami Springs. This will aid for rapid damage assessments post- disaster.

Task #2. Force Labor and Equipment Records Review(includes NIMS compliance items)

Force labor and equipment records will be reviewed and updated to verify status, condition, and availability of those to participate during an emergency. This includes a review and update of emergency staff titles and rates. We will become with familiar with the existing payroll system and streamline the payroll information by department which will then be compatible to the FEMA submittal form. This will ensure easy review and migration of records post-disaster.

Additionally, force equipment will be linked with emergency staff per FEMA requirements, and per NIMS compliance for resource management. This includes all Police, Fire, EMS, etc. vehicles. When several teams, shifts, or individuals are assigned to the same equipment, this will be documented. Additionally, EMS, Fire and Police personnel that work 24 hours shifts will be noted, and detailed in a format easily transferrable to FEMA PW forms.

Task #3. Roads, Sidewalks, Road Signs, Light Poles, Traffic Lights, Bridges, Culverts/Ditches-

a. Roads and Sidewalks

DO&T will review and/or update City street maps and note where damaged roads and sidewalks occur, and note dates of road maintenance (if available). This will be documented with the data per FEMA category and include GIS locations. This includes current road repairs, past maintenance records review, and status with photos. It will also include the type and thickness of the road (i.e., paved, gravel, dirt road, surface, asphalt/base type, concrete type and thickness), ditches and culverts, and storm drains. All Federal highways will also be detailed.

b. Road Signs

Review and update identification of road signs with GIS location, status and condition of item. DO&T will update a separate map with all road signs in the municipality, utilizing a GIS coordinate scanner. All road signs will be inventoried with location on streets and plotted directly on the city map via computer for interfacing with the Client's IT or Engineering Division.

c. Light Poles and Traffic Lights

DO&T will inventory all light poles and traffic lights with details of location on streets and GIS mapping locations. These will also be plotted on the City road map. The status and condition will also be noted as well as the owner or contractor for emergency repair.

d. Bridges

DO&T will detail and note condition and status of existing decking, pavement, abutments, slope protection, etc. and will review maintenance records for adequacy per FEMA reimbursement requirements. DO&T will also take photographs of existing conditions.

Task 4. Water Control Facilities-

It is our understanding that the Water Control facilities now are being maintained by the County.

DO&T will detail and note condition and status of all dams, reservoirs, levees, irrigation and/or pump/treatment facilities, if required by Client. Evidence of pre-disaster maintenance must be provided and documented to ensure reimbursement of any disaster damages. DO&T will also take photographs of existing conditions and review maintenance records for adequacy.

Task #5. List of City Owned Assets, Buildings, Equipment,-

DO&T will obtain a list of all City owned buildings (Including schools, Senior center, Recreation facility...), City assets and interior systems (electrical systems), expand on the documentation updating status conditions, and plotting GIS locations of all buildings, assets and equipment. DO&T will also take photos of the exterior status of these buildings, and review maintenance or repairs to buildings or interior systems.

All facilities under repair or construction, will be noted with status, and percent complete of repair or construction.

DO&T will also review insurance and note deductibles and covered items and non-covered items.

Task 6. Utilities-

DO&T will document the status, condition, location, and maintenance of utilities (water treatment plants, Power generation and distribution facilities generators, substations, and power lines) owned or maintained by the Client.

Task #7. Parks and Recreation (including golf course)-

DO&T will perform an on-site review of City owned parks and recreational equipment, and take digital photographs. All equipment will be inventoried with status and condition and supporting photographs for documentation. This includes Client owned golf courses, tennis courts, swimming pools, boat docks, piers, picnic tables, covered areas, etc.

B.DATABASE APPLICATION (per FEMA guidelines for reimbursement and NIMS compliance) - 1 day

The Disaster Operations Information Management System creates a database to maintain the status and condition of all resources, assets including staff, and equipment and support contractors.

As part of this information management solution, special consideration has been given to provide a solution that will be available at ground '0' after a disaster and does not require any IT investment beyond having internet access.

This results in municipalities being able to determine damage assessments, and provide the necessary FEMA documentation which decreases the time for reimbursement and ensures the municipality receives all the entitled dollars.

DO&T places into a database all force labor (title, rate, etc.), force equipment (make, model serial number, status, condition, etc.), and resources for every municipal department - especially the departments that perform work under emergency services and recovery efforts. Those items are assigned FEMA categories and are per NIMS compliance for resource management.

NIMS compliance does not include roads, sidewalks, bridges, parks, and other city assets that require documentation of status, condition and maintenance.

DO&T's database provides the following benefits to our Clients:

- rapid determination of damage assessments per FEMA categories,
- rapid determination of damage assessments per insurance requirements,
- the support documentation (status and condition) of the assets that are damaged,
- the prevention of duplication of entry for force labor and force equipment on FEMA Project Worksheets (PW),
- the tracking of daily recovery costs,
- details for insured and noninsured items, note deductibles,
- a decrease in the delay of receipt of insurance claims and FEMA monies (federal agencies reimbursements)
- the Client the ability to obtain all entitled and allowable insurance and federal agency reimbursement for items (partially) covered by both.

This ensures the City and Commercial clients receive all emergency and recovery dollars expended. DO&T's information is also used as a planning tool for gap analysis, to assist identification of overlap, and overutilization of resources.

C . DEBRIS MANAGEMENT PLANNING – UPDATE AND TRAINING

DO&T will perform the following tasks per March 1, 2012 meeting to update comprehensive Debris Management Plan for City of Miami Springs, FL.

Purpose

The final Debris Management Plan establishes the policies controlling local government actions for debris management, and define a concept of operations that will be utilized citywide as a basis to prepare for debris management operations and implement those operations whenever necessary. The plan provides guidance to City of Miami Springs for removal and disposition of debris, define responsibilities for debris management operations, and implementation of the plan. The identifies actions and responsibilities for maintaining and updating the plan as well as for training and exercising assigned personnel in plan implementation.

Situations

Following disaster event situations with regard to Debris Management will occur and include, but not be limited to, the following:

- Natural and manmade disasters precipitate a variety of debris that include, but are not limited to, such things as trees, sand, gravel, building construction material, vehicles, personal property, and hazardous materials.
- The quantity and type of debris generated from any particular disaster will be a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity.
- The quantity and type of debris generated, its location, and the size of the area over which it is dispersed will have a direct impact in the type of collection and disposal methods utilized to

address the debris problem, associated costs incurred, and how quickly the problem can be addressed.

- In a major or catastrophic disaster, many state agencies and local governments will have a difficulty in locating staff, equipment, and funds to devote to debris removal, in the short- term as well as long term.

Assumptions

The Debris Management Plan details assumptions that are inherent during recovery efforts and modifications will be made as necessary to the final Debris Management Plan, as necessary. Typical assumptions that occur post-disaster are as follows:

- A natural disaster that requires the removal of debris from public or private lands and waters could occur at any time.
- The amount of debris resulting from an event or disaster could exceed the local government's ability to dispose of it.
- If the natural disaster requires, the Governor would declare a state emergency that authorizes the use of State resources to assist in the removal and disposal of debris. In the event Federal resources are required, the Governor would request through FEMA a Presidential Disaster Declaration.
- Private contractors will play a significant role in the debris removal, collection, reduction, and disposal process.
- The debris management program implemented by the local government will be based on the waste management approach of reduction, reuse, reclamation, resource recovery, incineration and landfilling.

Concept of Operations

The DMP will utilize standardized operational concepts, including those mandated by National Incident Management System (NIMS), therefore, standard concepts and documentation that will be detailed and include but not be limited to, the following Emergency Operations:

- * Review personnel involved in the debris management operations area for City of Miami Springs.
- * Define personnel who will make up the Debris Management Task Force (DMTF)
- * Determine DMTF's duties and responsibilities
- * Placarding of vehicles hauling debris
- * The "load ticket" used to document the volume of debris hauled in a vehicle
- * Standardized electronic data formatting and reporting

Annual reviews and updates are required to maintain readiness to implement the Debris Management plan. The pre-event annual planning should be scheduled from March-May of each year. The pre-event planning will ensure that all aspects of the debris plan are confirmed and updated as necessary for the upcoming year.

The review may include:

- Review the latest revision to state and Federal rules, regulations and guidance pertaining to debris management and operations eligible for reimbursement following declared disasters.
- Complete all training of key personnel and conduct an exercise of this plan.
- Confirm the availability of temporary debris management sites, as well as permitting issues.

Concept of Operations continued:

- Review existing contracts and/or prepare Requests for Proposals
- Provide guidance and advice for debris removal contractor selection criteria.
- Advise methodology for determining competitive bidding and/or RFP submittals
- Recommend inclusion of legal clauses appropriate for work to be completed

Potential Contracted Debris Activities include:

- * Debris Clearance, removal and hauling
- * Demolition
- * Recycling
- * Final Disposal
- * Monitoring

DO&T will review Debris Forecasting which is used to predict debris types and quantities of potential debris to be generated during various disaster scenarios. Debris Forecasting will designate appropriate personnel to estimate amount of debris post disaster and will define estimating methods to be used – i.e. windshield damage assessment, aerial.

TRAINING AND EXERCISES

DO&T will develop and implement a continuing program for training personnel designated to implement debris operations within the City. The concepts to be incorporated into the training and exercise program include the following:

- Annual training session for key debris management operations
- Assurance that City have received the required training pursuant to NIMS
- Assurance that debris management firms, and all subcontractors (monitoring and debris removal) , contracted by the City will be included in the review session (this should be mandated) and provide adequately trained personnel for debris operations in the City, including individuals knowledgeable with the operational concepts, standardized documentation, standardized vehicle placarding, etc., required by this plan
- Up-to-date documentation regarding individuals trained for implementation of this plan;
- Conducting at least one exercise of this plan per year involving City agency personnel, Exercises may be combined with exercises of other components of Broward County's emergency preparedness program.

The plan recognizes the applicability of the doctrine, terminology and operational concepts of NIMS and will recognize that personnel implementing the plan will periodically interact and coordinate with other emergency services personnel utilizing NIMS for management of emergency operations. Therefore, all supervisory personnel implementing this plan will participate in tabletop exercises.

Temporary Debris Storage and Reduction Sites

To appropriately plan for Debris Management, Debris Management Site Planning (for) Temporary Debris Staging and or Reduction) will be included in the Plan as follows:

1. Site Selection Priorities
 - ❖ Determine number of sites
 - ❖ Develop prioritization factors
2. Pre-designated TDSR sites
 - ❖ Identify these sites
 - ❖ Recommend what and where to maintain detailed information
 - ❖ Recommend baseline data to be included
 - ❖ Outline maintenance plan for site
3. TDSR Site Preparation
 - ❖ Develop preparatory actions
 - ❖ Identify personnel responsible
 - ❖ Develop operation layout
4. Existing Landfills
 - ❖ Identify locations
 - ❖ Identify restrictions

DO&T will identify the preparatory actions that need to be accomplished after a designated TDSR site has been selected.

DO&T will assist City of Miami Springs with removal and disposal actions which will also include site preparation. DO&T will aid in reviewing the responsibilities for debris disposal contracts and will provide guidance for the TDSR site operations.

Debris Removal

DO&T will carefully review and update a detailed strategy for City of Miami Springs with regard to debris removal during Phase I (Emergency Road Clearing- clearance of debris which poses an immediate threat to public health and safety) and Phase II (Debris Removal- includes public rights-of-way debris removal and disposal).

These actions and methodologies will be as follows:

1. Phase I- Emergency Road Clearing:
 - ❖ Define actions to take place during this phase
 - ❖ Define efforts between agencies
 - ❖ Determine and develop procedures for government services
 - ❖ Develop a plan for bringing in required equipment to handle debris removal
- A. Emergency Roadway Debris Removal
 - Identify essential routes
 - Prioritize efforts
 - Define actions
 - Develop procedures to determine damage done to utility systems
 - Identify assets/resources that may be available to City of Miami Springs

- B. Identify Local, Tribal, State and Federal Assistance Assets or territories that may exist within the City of Miami Springs.

C. Supervision and Special Considerations

- Identify the role of the Department of Transportation
- Organizing special crews
- Bringing in required equipment
- Determining assistance from other agencies

2. Phase II- Debris Removal

- ❖ Develop coordination for debris removal operations
- ❖ Outline information used to determine if state or federal aid is required
- ❖ Provide plan to coordinate debris removal process

A. Public rights-of-Way Debris Removal and Disposal

- Define DMTF coordination of operations
- Define transition from Phase I to Phase II
- Determine if State or Federal assistance is required
- Develop field inspection teams
- Conduct daily briefings with key staff members
- Coordinate with authorities re: traffic control flow
- Establish proactive information management plan

B. Private Property Debris Removal

- Develop procedures to ensure cooperation with government officials
- Create logs and checklists
- Review ordinances

C. Household Hazardous Waste Removal

- Develop plan for segregation and collection of waste
- Create plan to work with authorities to ensure clean-up meet regulations
- Document that TDSR site(s) have appropriate materials to handle HHW

Temporary Debris Storage and Reduction Sites

DO&T will review and update sites being considered and/or provide logistics for additional potential sites (locations, permits, land leases...). The review will include:

- * Document existing conditions
- * Assess potential impacts
- * Establish monitoring/closure criteria
- * Coordinate with State and local agencies

DO&T will ensure procedures are detailed to properly manage the Temporary Debris Storage and Reduction Site, and restore to original condition. This will include:

- ❖ Review existing debris disposal/reduction contracts for City of Miami Springs
- ❖ Provide formal means to monitor contractor performance
- ❖ Determine specific factors to consider when determining site preparation
- ❖ Develop procedures to oversee contractor onsite operations

Debris Reduction Methods

DO&T will provide City of Miami Springs specific details as to the most cost effective debris reduction and disposal methods and will also provide details on environmental controls as it relates to these different methods.

- ❖ DO&T will recommend those reduction methods that are cost-effective – i.e. incineration, grinding and chipping, recycling
- ❖ Recommend specific information required to be given to Contractors to make the reduction go smoothly
- ❖ Provide specifics regarding environmental controls which are essential for all incineration methods

TDSR Site Close-Out Procedures

- ❖ DO&T will detail and update the close-out steps to remove all debris from the site
- ❖ Develop administrative procedures and contractual arrangements for the closure phase
- ❖ Provide recommendations for environmental restoration and site remediation.

Organization and Responsibilities

DO&T will detail and update all the cooperating agencies, staff, and emergency Contractors included in the successful implementation of the Debris Management Plan. This will include the following:

Local Government Agencies and Departments

- ❖ DO&T will identify and define the roles and responsibilities for departments that have debris clearing, removal or disposal actions
1. Supporting Agencies
 - ❖ Identify those agencies and departments of the government that have similar capabilities
 2. Administration and Logistics
 - ❖ DO&T will provide specifics as to how requests for assistance is channeled to appropriate level of the government
 - ❖ Determine personnel and resources
 - ❖ Recommend frequency of and information to be updated
 3. Authorities and Reference
 - ❖ Define emergency contacts
 4. Appendices- detail emergency contacts, phone numbers...

Special Considerations

DO&T will assist the City with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. DO&T will review any insurance policies, as it relates to FEMA reimbursement for deductions and disaster limitations.

DO&T will assist with expanding and promoting coordination activities with ESF 18 (Private Sector) which will assist the City with outside resources and business continuation efforts.



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

**Vice Mayor Dan Espino
Councilman George V. Lob**

**Councilman Bob Best
Councilwoman Jennifer Ator**

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium".

ADDENDUM

REGULAR MEETING

Monday, March 26, 2012 – 7:00 p.m.

Council Chambers – City Hall

201 Westward Drive – Miami Springs

10. New Business

H) MSSH Anchor Club Requests \$300 from the Circle Fund to pay MSPD Costs While they Host the WWF Earth Hour City Challenge on Saturday Night, March 31st, 8:30 P.M. – 9:30 P.M. at the Circle



City Manager Department
201 Westward Drive
Miami Springs FL 33166
305-805-5010

TO: Honorable Mayor Garcia and Members of the City Council

FROM: Ron Gorland, City Manager

DATE: March 26, 2012

SUBJECT: MSSH Anchor Club Requests \$300 from the Circle Fund to pay MSPD Costs while they host the WWF Earth Hour City Challenge Saturday Night, March 31st, 8:30PM - 930PM at the Circle

The MSSH Anchor Club is using the Circle to participate in subject global event (see attached emails) and requests financial assistance in the amount of \$300 to cover the cost of MSPD assistance at the Circle. High points of the event include turning off the Circle lights for one hour between 8:30 and 9:30PM Saturday night, March 31st while simultaneously holding a candle-light vigil. Event participation is not known but estimated at possibly 50 people but could be significantly higher. With the Circle lights off during that period, it is too dangerous to not have MSPD involved. Subject event should benefit the businesses on the Circle.

Agenda Item No. 10 H
City Council Meeting of:
3-26-2012

Ronald K. Gorland

To: Ronald K. Gorland
Subject: RE: Earth Hour Sat. Night, March 31st, 8:30PM-9:30PM

From: Ronald K. Gorland
Sent: Monday, March 26, 2012 12:53 PM
To: 'Kathy Doyle'
Cc: Mayor Xavier Garcia; Councilman Bob Best; Councilman Dan Espino; Councilman George V. Lob; Councilwoman Jennifer Ator; William Alonso; Pete Baan; Robert Williams; Omar Luna; Loretta M. Boucher; Magali Valls; Tammy Romero; Carol Foster
Subject: Earth Hour Sat. Night, March 31st, 8:30PM-9:30PM

Kathy, re your request, the City will:

1. Approve your request for a candle light vigil on the Circle assuming you quickly submit an event request (available thru the City website or directly from Barbara Robinson, City Manager Secretary). The City will waive applicable fees, however clean-up, safety (bring a fire ext.), etc. must be addressed.
2. Clean up (PW) Sunday morning garbage and recycle cans (you'll need volunteers to keep the trash & recycle cans cleaned out)
3. Arrange to shut off the Circle lights for the one hour requested. No other outside lights in the City can be shutoff for safety reasons however we will direct interior lights be shutoff where not a safety issue (ex: City Hall houses MSPD Dispatch so it must stay lit, etc.)
4. Make available our internet resources to help advertise the event (website, tweet, channel 77, webcasting, etc.) but there is not enough time for us to
5. Alert Tom Curtiss, Gazette and will promote it ourselves in Wednesday's Gazette if the Gazette is not going to promote the event. And we'll also place the event on the Circle marquee

I am changing the Open Forum item to an Agenda item so that the Anchor Club can not only outline the event but also request funding assistance for \$300 from the Circle Fund to cover the cost of police assistance.

Kathy, let me know if we can be of further help.

Ron

Ron Gorland
City Manager
City of Miami Springs
305.805.5011

From: Kathy Doyle [mailto:kathy_clearly_doyle@yahoo.com]
Sent: Saturday, March 24, 2012 5:27 PM
To: Ronald K. Gorland
Subject: Re: Earth Hour

Dear Mr. Gorland,

Thank you for such a prompt response! Anchors have been distributing posters to our local businesses for the past 5 years, encouraging people to participate. It occurred to us that if the city set the example, maybe our restaurants could serve by candlelight that hour, and citizens could limit their energy consumption. Awareness is so important! Would it be possible to have a candlelight Earth Hour celebration on the circle for an hour? I don't want to suggest anything that would cost the city money. Let me know if you have ideas that are effective and free!

Several Anchor Club officers and myself will be at the meeting Monday. Please advise us of the format we should use - just a request that the city consider participation?

We would be grateful if you could share this with the press!

Thanks!

Kathy Doyle

From: Ronald K. Gorland <gorlandr@miamisprings-fl.gov>

To: Councilwoman Jennifer Ator <ator@miamisprings-fl.gov>; Kathleen Doyle <kathy_cleary_doyle@yahoo.com>; Robert Williams <williamsr@miamisprings-fl.gov>; Pete Baan <pbaan@miamisprings-fl.gov>; Omar Luna <lunao@miamisprings-fl.gov>; Mayor Xavier Garcia <garciaz@miamisprings-fl.gov>; Jennifer Ator <jia@hankinsator.com>; Councilman Bob Best <bestb@miamisprings-fl.gov>; Councilman George V. Lob <lobg@miamisprings-fl.gov>; Councilman Dan Espino <espinod@miamisprings-fl.gov>

Cc: Magali Valls <vallsm@miamisprings-fl.gov>; William Alonso <alonso@miamisprings-fl.gov>; Tammy Romero <romerot@miamisprings-fl.gov>; Carol Foster <fosterc@miamisprings-fl.gov>

Sent: Saturday, March 24, 2012 10:34 AM

Subject: Re: the

This is a great idea needing only safety review by Public Services and MSPD (expedite please Robert and Pete). We'll also help promote it.

Ideally this should be brought to Council and this coming Monday night's open forum is perfect timing. Please plan to address them at 7PM which automatically gets this worthy cause webcast live and on Channel 77. Can I count on you being there? Also, do you want our help getting the press there?

-----Original Message-----

From: Councilwoman Jennifer Ator

To: Kathleen Doyle

To: Ronald K. Gorland

Subject: Re: the

Sent: Mar 24, 2012 9:57 AM

I am sure this won't be a problem, but I am ccing the city manager because this is really his decision.

I would also be willing to participate at my law office at 36 Palmetto Drive and will talk to Mother Keedy about participation by All Angels if you would like.

Please excuse my typos, if any ..

Sent from my iPhone

On Mar 24, 2012, at 9:50 AM, "Kathleen Doyle" <kathy_cleary_doyle@yahoo.com> wrote:

>

> Mar 24, 2012

>

> Ms. Jennifer Ator

> 201 Westward Drive

> Miami Springs, FL 33166-5259

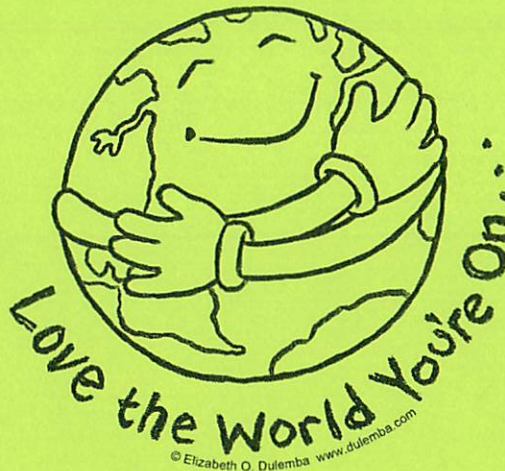
>

> Dear Ms. Ator,
>
> As a Miami Springs resident, and co-sponsor of the Anchor Club, I'm
> writing to urge you to help protect my family and our city from the
> harmful consequences of increasingly extreme weather by participating
> in WWF's Earth Hour City Challenge, a competition among cities to
> prepare for a changing climate. For the last five years, Anchor Club
> has distributed signs to businesses around our city to promote
> awareness of and participation in Earth Hour. This year we are asking
> the city to actively participate by turning off the exterior lights at
> the Gazebo, the Rec. Center, City Hall and street lights if at all
> possible for one hour on next Saturday, March 31 from 8:30 to 9:30 to
> show support for this worldwide effort to spread awareness of climate
> change and its consequences. Please research and see the extent of
> participation around the globe as the city lights dim each year during
> this event! Miami Springs should join this global effort!
>
> More and more, communities in Florida are facing stronger coastal
> storms, higher temperatures, drought, and sea level rise. We aren't
> alone. Cities throughout our country are on the front lines of
> increasingly extreme weather, from more intense heat waves and
> wildfires to droughts, rainstorms, and floods. As climate change
> worsens, dangerous weather events are getting more frequent or severe -
> or both.
>
> But our city can take practical measures at the local level to prepare
> for these weather extremes, protecting us from more costly and
> dangerous problems in the future. Infrastructure improvements and other
> proactive actions will save us money and keep our families and
> communities safer and healthier.
>
> How is our city preparing for these climatic changes? And are we doing
> enough?
>
> With this letter I challenge our city to compete in WWF's Earth Hour
> City Challenge! I hope you will participate and protect my family and
> fellow residents by preparing for the increasingly extreme weather our
> community is already facing. Learn more at
> worldwildlife.org/citychallenge.
>
> Sincerely,
>
> Mrs. Kathleen Doyle
> 2085 Miami Springs Ave
> Miami Springs, FL 33166-3141
>
>

Ron

Anchor Club
Encourages you to support ...

Earth Hour!



**TURN OFF ALL YOUR LIGHTS on
Saturday, March 31st from 8:30-9:30PM.**

Each city participating WORLDWIDE is projected to save 10% of their energy usage for this hour.

SAVE ENERGY!
Spread the word!