



## **CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Xavier M. Garcia**

**Vice Mayor Jaime Petralanda  
Councilman Billy Bain**

**Councilman Bob Best  
Councilwoman Roslyn Buckner**

*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."*

### **CITY COUNCIL REGULAR MEETING AGENDA Monday, October 24, 2016 – 7:00 p.m. City Hall, Council Chambers, 201 Westward Drive**

**1. Call to Order/Roll Call**

**2. Invocation:** Vice Mayor Petralanda

**Salute to the Flag:** Students from Miami Springs Elementary will lead the audience in the Pledge of Allegiance and Salute to the Flag

**3. Awards & Presentations:**

A) Yard of the Month for November 2016– Robert and Margarate Smith – 400 Eastward Drive

B) Presentation of Certificate of Sincere Appreciation Plaque to Angel Casas in Recognition of 23 Years and 9 months of Dedicated Service to the City of Miami Springs

**4. Open Forum:** Persons wishing to speak on items of general city business, please sign the register located on the speaker's stand before the meeting begins. This portion of the meeting also includes any pre-screened video submittals.

**5. Approval of Council Minutes:**

A) October 10, 2016 – Regular Meeting

**6. Reports from Boards & Commissions: None.**

**7. Public Hearings: None.**

**8. Consent Agenda: (Funded and/or Budgeted)**

A) Recommendation by Public Works that Council approve an expenditure in an amount not to exceed \$16,282.00, to Miguel Lopez Jr. Asphalt Maintenance, the lowest responsible quote after obtaining three written quotes (attached), for asphalt milling and resurfacing on Gibson Dr. from Linwood Dr. to Hough Dr. using CITT funds, as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (C)(2) of the City Code

**9. Old Business: None.**

**10. New Business:**

A) Discussion of replacement of City Attorney

B) Approval of Facility Agreement for Theatrical Services – Pelican Playhouse

C) Recommendation by ACM that Council approve and authorize the execution of a contract to Lifespan Design Studio, LLC, in the amount of \$48,831.00, for assisting the City with Professional Services to prepare a Design-Build Request for Qualifications (RFQ) for the new Senior Center/multi-purpose facility within the two locations selected by Council; 1) adjacent to the Curtiss Mansion on the golf course property and 2) at its current location

D) Request from Christ Fellowship on a partial closure for a family day event on January 1, 2017

E) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Palmetto Ford, utilizing a cooperative purchase with the Florida Sheriffs Association under contract #FSA16-VEH14.0, in an amount not to exceed \$173,120.00, for two Ford 2017 F750 dump trucks

F) Request from Florida Resiliency and Energy District PACE Program that Council approve their program within the City of Miami Springs

G) Discussion on the installation of Tiki Huts along Ludlum Drive in specified areas for public use

**11. Other Business:**

A) Consideration of Cancelling/Rescheduling the Regular Council meetings of Monday, November 28th and Monday, December 26th

**12. Reports & Recommendations:**

A) City Attorney

B) City Manager

C) City Council

**13. Adjourn**

Please visit [www.miamisprings-fl.gov](http://www.miamisprings-fl.gov) for current meeting schedule or follow us on  Twitter @MIAMISPRINGSFL

\*\*\*\*\*  
Live streaming video of this meeting is available at <http://www.miamisprings-fl.gov/webcast>.  
\*\*\*\*\*

Anyone wishing to obtain a copy of an agenda item may contact the City Clerk at (305) 805-5006, download the complete agenda packet from [www.miamisprings-fl.gov](http://www.miamisprings-fl.gov) or view the materials at City Hall during regular business hours.  
\*\*\*\*\*

Pursuant to Florida Statute 286.0114, the City Council provides the public with a reasonable opportunity to be heard on all matters.  
\*\*\*\*\*

If any person decides to appeal any decision of this Board with respect to any matter considered, s/he will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made (F. S. 286.0105), all of which the City does not provide.  
\*\*\*\*\*

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the City Clerk, 201 Westward Drive, Miami Springs, Florida 33166. Telephone: (305) 805-5006, no later than seven (7) days prior to the proceeding.  
\*\*\*\*\*

Pursuant to Sec. 2-11.1 (S) of the Miami-Dade County Code and Miami Springs Code of Ordinances Chapter 33 - §33-20, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk.  
\*\*\*\*\*



# ***CERTIFICATE OF RECOGNITION***

Presented to

***Robert and Margarate Smith***

Of

***400 Eastward Drive***

for their home being designated as

***“YARD OF THE MONTH”  
November, 2016***

Presented this 24<sup>th</sup> day of October, 2016.

**CITY OF MIAMI SPRINGS, FLORIDA**

---

Zavier M. Garcia  
Mayor

**ATTEST:**

---

Erika Gonzalez-Santamaria, MMC  
City Clerk



**City of Miami Springs, Florida**  
City Council Meeting

Regular Meeting Minutes  
Monday, October 10, 2016 7:00 p.m.  
Council Chambers at City Hall  
201 Westward Drive, Miami Springs, Florida

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:01 p.m.

Present were the following:

Mayor Zavier M. Garcia  
Vice Mayor Jaime A. Petralanda  
Councilman Bob Best  
Councilman Billy Bain  
Councilwoman Roslyn Buckner

City Manager/Finance Director William Alonso  
City Attorney Jan K. Seiden  
City Clerk Erika Gonzalez-Santamaria  
Chief Armando Guzman  
Golf Director Paul O'Dell  
Public Works Director Tom Nash  
Elderly Services Director Karen Rosson  
Recreation Director Omar Luna

2. **Invocation:** Offered by Councilwoman Buckner

**Salute to the Flag:** Members of the audience led the Pledge of Allegiance and Salute to the Flag

3. **Awards & Presentations:**

A) Police Chief Guzman introducing new Public Service Aide Michelle Martinez to the Police Department

**Chief Guzman introduced and welcomed the new Police Department Public Service Aide, Michelle Martinez to the Council and the public.**

B) Presentation of Pioneer Resident Award to Fran Whiteman

**Ms. Whiteman was unable to attend the meeting to accept her award.**

**4. Open Forum:** The following members of the public addressed the City Council: Evelio Cabrera, 540 Hunting Lodge Drive; Mara Zapata, 272 Cherokee Street.

**5. Approval of Council Minutes:**

A) September 26, 2016 – Regular Meeting

**Councilman Bain moved to approve the minutes of September 26, 2016. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

**6. Reports from Boards & Commissions: None at this time.**

**7. Public Hearings:**

A) **Ordinance – 2<sup>nd</sup> Reading** – An Ordinance Of The City Council Of The City Of Miami Springs, Florida Establishing A Temporary Moratorium For A Period Of One Hundred And Eighty (180) Days From The Effective Date Of This Ordinance On The Acceptance, Review, Approval Or Issuance Of Any Land Development Permits As The Term Is Defined In Florida Statutes Section 163.3164(16), Business Tax Receipts, Or Any Other License Or Permit For The Establishment Or Operation Of Dispensing Facilities Within The City Of Miami Springs Engaged In The On-Site Distribution, Sale, Delivery Or Retail Of Low-THC Cannabis, Medical Cannabis Or Cannabis Delivery Devices Pursuant To Sections 381.986 And 499.0295 Of The Florida Statutes, In Order To Provide The City With An Opportunity To Review And Enact Regulations Governing The Establishment And Operation Of Dispensing Facilities; Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith; Providing Penalties For Violation Hereof; Providing For A Severability Clause And Providing An Effective Date

**The City Attorney read the Ordinance for the record. The Mayor opened the public hearing. There were no speakers at this time. The Mayor closed the public hearing.**

**Councilman Best made a motion to approve the Ordinance. Councilman Bain seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

**8. Consent Agenda: (Funded and/or Budgeted):**

A) Approval of City Attorney's Invoice for September 2016 in the Amount of \$13,176.00

The following are Building Department related items:

B) Recommendation by the Building Department that Council waive the

competitive bid process and approve an expenditure to M. Jurado and Associates, in an amount not to exceed \$15,000, on an "as needed basis" for Mechanical Plan Reviews and Inspections as funds were approved in FY15/16 Budget, pursuant to Section §31.11 (E)(6)(g) of the City code

C) Recommendation by the Building Department that Council waive the competitive bid process and approve an expenditure to Evelio Mantilla, DBA Florida General & Roofing in an amount not to exceed \$70,000, on an "as needed basis" for Plan Reviews and Roofing/Building Inspections as funds were approved in FY16/17 Budget, pursuant to Section §31.11 (E)(6)(g) of the City code

The following are City-wide related Items:

D) Recommendation by staff that Council approve an expenditure to River Cities Gazette, as a sole source provider, on an "as needed basis" in the amount of \$28,950.00, for greater local access and more informative notification of advertising and legal notices to the residents of public ordinances and state and federal grant awards of the City as there is only one source for the required service(s) and as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

E) Recommendation by staff that Council approve an extension of the contract with Toshiba for an additional one year period, in the amount of \$25,000.00, for copier lease services citywide and a printer program services that includes maintenance service and cartridges for certain desktop printers citywide as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract with no increase (Funds were approved in the FY16/17 Budget)

F) Recommendation by staff that Council approve an extension of the contract with Kelly Janitorial for an additional one year period, in the amount of \$83,496.00, for janitorial cleaning services citywide as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract with no increase for this option year (Funds were approved in the FY16/17 Budget)

The following are Police related items:

G) Recommendation by the Police Department that Council waive the competitive bid process in the best interests of the City because we have established a twenty-year relationship and approve an expenditure to Miami Lakes Veterinary Clinic, on an as needed basis not to exceed \$7,200.00, for veterinary services for the two police canines as funds were approved in the FY 16/17 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

H) Recommendation by the Police Department that Council approve an expenditure to Signal Technology Enterprises, Inc., piggybacking on City of Miami Bid IFB. No. 516388(21) in the amount of \$10,554.96, for emergency equipment on four unmarked sedans, as these funds were approved in the FY16/17 pursuant to Section §31.11 (E)(5) of the City Code

I) Recommendation by the Police Department that Council approve an expenditure to General Sales Administration (T/A Major Police Supply), utilizing GSA Contract Number: GS-35F-0574X in the amount of \$36,153.24, for one stationary (two-camera) automated license plate reader with software, as these funds were approved in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

J) Recommendation by the Police Department that Council approve an expenditure to Don Reid Ford, Inc., utilizing Florida State Contract No. 25100000-16-1 in the amount of \$88,580.00, for four (4) 2016 Ford Taurus 4-door Sedans, as these funds were approved in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

The following are Golf Department related items:

K) Recommendation by Golf that Council approve an expenditure to Acushnet, as a sole source provider, on an as needed basis in an amount not to exceed \$50,000, for Titleist and Foot Joy merchandise to be re-sold in the golf pro shop as there is only one source for the desired products and as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

L) Recommendation by Golf that Council approve an expenditure to Aeration Technology, as a sole source provider, on an as needed basis in an amount not to exceed \$20,000, for aeration services during the summer months as there is only one source for the required service(s) and as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

M) Recommendation by Golf that Council approve an expenditure to The Anderson's, Inc., as a sole source provider, on an as needed basis in an amount not to exceed \$20,000, for micro granulated fertilizers for the greens at the golf course as there is only one source for the required materials and as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

N) Recommendation by Golf that Council authorize the issuance and/or execution of a purchase order to Florida Superior Sand Inc., utilizing Miami Dade County contract # 9408-1/14-1 (attached), on an as needed basis in an amount not to exceed \$55,000, for medium grade sand for the golf course as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

O) Recommendation by Golf that Council authorize the issuance and/or execution of a purchase order to Harrell's, piggybacking off the Miami Dade County contract # 9020-1/20-1 (attached), on an as needed basis in an amount not to exceed \$60,000, for customized liquid fertilizers for the golf course as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

P) Recommendation by Golf that Council approve an expenditure to Hector Turf, as a sole source provider, on an as needed basis in an amount not to exceed \$25,000, for parts needed to repair Toro equipment as there is only one source for the required supplies and as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(c) of

the City Code

Q) Recommendation by Golf that Council authorize the issuance and/or execution of a purchase order to Howard's Fertilizer and Chemical, piggybacking the Town of Davie under Bid # B-14-25 (attached), on an as needed basis in an amount not to exceed \$120,000, for chemicals and custom blended fertilizers used to maintain the Miami Springs Golf and Country Club as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

R) Recommendation by Golf that Council approve an expenditure to Ultimate Advertising, as a sole source provider, on an as needed basis in an amount not to exceed \$15,000, for advertising the Miami Springs Golf and Country Club in a sports yearbook as there is only one source for the required service(s) and as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

S) Recommendation by Golf that Council approve an expenditure on an as needed basis in an amount not to exceed \$60,000, to U.S. Lubricants, the lowest responsible quote after obtaining three written quotes, for fuel for the maintenance and golf cart fleet as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (C)(2) of the City Code

T) Recommendation by Golf that Council approve the appropriation of funds to Yamaha, in the amount of \$58,095, on an "as needed basis", for the lease of the golf cart fleet as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing agreement with no increases

The following are Public Works Department related items:

U) Recommendation by Public Works that Council approve the appropriation of funds to Electric Service & Repair, Inc., in the amount of \$300,000.00 (at \$93.00 per hour), on an "as needed basis", for a crew of 2 for all electrical work citywide as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(1) of the City Code

V) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Grainger, utilizing Miami Dade County under contract # 7963-1/22 (attached), on an as needed basis in an amount not to exceed \$12,000.00, for the purchase of various stock items as funds were budgeted in the FY 16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

W) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Miami Tiresoles, utilizing Miami Dade County under contract # MD 15/17-07-0220 (attached), on an as needed basis in an amount not to exceed \$40,000 for tires as funds were budgeted in the FY 16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

X) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Micar Trucking, Inc. utilizing Miami Dade County under contract # 4056-0/16 (attached), on an as needed basis in an amount not to exceed

\$20,000.00, for road rock as funds were budgeted in the FY 16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

Y) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Palmetto Ford Truck , utilizing Miami Dade County under contract # 5387-5/13-5 (attached), on an as needed basis in an amount not to exceed \$20,000.00 for parts & repairs on trucks as funds were budgeted in the FY 16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

Z) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Sunbelt Hydraulics, utilizing Miami Dade County under contract # 5380-5/13-5 (attached), on an as needed basis in an amount not to exceed \$15,000.00 for parts & repairs on trucks as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

AA) Recommendation by Public Works that Council authorize the issuance and/or execution of a contract to Trane U.S. Inc., utilizing Miami Dade County under contract # 6750-5/17-5 (attached), on an as needed basis in an amount not to exceed \$38,248.00, for City Hall A/C compressor overhaul as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(5) of the City Code

BB) Recommendation by Public Works that Council approve the appropriation of funds to First Vehicle Services, in the amount of \$237,056.18, on an "as needed basis", for Fleet Mechanical Services as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract

**Councilman Petralanda pulled items 8S and 8T. The City Manager read all items by title on the Consent Agenda.**

**Councilman Bain made a motion to approve the all of the Consent Agenda items except for pulled items 8S and 8T. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

**The City Manager read pulled items 8S and 8T by title for the record. Vice Mayor Petralanda inquired as to when the contract is ready for renewal to have staff look into possibly acquiring electric powered golf carts.**

**Councilman Bain made a motion to approve pulled items 8S and 8T. Councilman Best seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes; Vice Mayor Petralanda voting No.**

**9. Old Business:**

A) Appointments/Re-appointments to Advisory Boards by the Mayor and Council Members

**No appointments were made at this time. Mayor Garcia requested that it was no longer needed to have this item on the agenda. He requested that when there are appointments to be made, that it should be at the time when an appointment needs to be made.**

**10. New Business:**

A) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Fifth Budget Amendment To The FY2015-2016 Budget; By Transferring Designated Fund Balance Funds To The General Fund And The Debt Service Fund; Providing Intent; Specifying Compliance With Budgetary Processes And Procedures; Effective Date

**The City Attorney read the Resolution by title.**

**Councilman Best made a motion to approve the Resolution. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs Providing For The First Amendment To The FY2016-17 General Fund And Special Revenue And Capital Projects Fund Budgets; By Re-Appropriating Reserved Fund Balances To Fund Open Encumbrances Through September 30, 2016; Effective Date

**The City Attorney read the Resolution by title.**

**Vice Mayor Petralanda made a motion to approve the Resolution. Councilwoman Buckner seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

C) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Expressing The City's Intention To Create A "RenewPACE Program" Which Provides A Voluntary Program To Interested Property Owners With The Opportunity To Finance Energy Efficiency Improvements On Their Property By Repayment Through Non-Ad Valorem Assessments On Their Property Tax Bill; Authorizing The Proper Officials Of The City To Execute A Party Membership Agreement, Which References And Incorporates The Authority's Interlocal Agreement With The Florida Green Finance Authority For Administration Of The RenewPACE Program In The City Of Miami Springs; Directing The Execution Of Any And All Other Documentation Required To Effectuate The Intent Of The City Council; Effective Date

**The City Attorney read the Resolution by title.**

**Councilman Best made a motion to approve the Resolution. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

D) Recommendation by Recreation that Council approve an expenditure in an amount not to exceed \$83,601.40, to Ballpark Maintenance, the lowest responsible quote after obtaining three written quotes, for the renovation of the athletic field at Prince, as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (C)(2) of the City Code *(Funds were approved in the FY16/17 Budget)*

**The City Manager read the item by title.**

**Councilman Bain made a motion to approve the recommendation. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

E) Recommendation by Recreation that Council approve an expenditure in an amount not to exceed \$10,342.50, to Superior Park Systems, Inc. the lowest responsible quote after obtaining three written quotes, for the new shade cover canopy at Stafford Park, as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (C)(2) of the City Code *(Funds were approved in the FY16/17 Budget)*

**The City Manager read the item by title.**

**Councilwoman Buckner made a motion to approve the recommendation. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

F) Recommendation by Public Works that Council approve an extension of the contract with SFM Services for an additional one year period, in the amount of \$18,720.00, for street sweeping services as funds were budgeted in the FY 16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract *(Funds were approved in the FY16/17 Budget)*

**The City Manager read the item by title.**

**Councilman Bain made a motion to approve the recommendation. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

G) Recommendation by Golf that Council approve an extension of the agreement with Hertz Corporation for an additional one year period, on an as needed basis in the amount of \$16,400, for heavy equipment rental as funds were budgeted in the

FY16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing agreement with no increases to the municipal group rate (*Funds were approved in the FY16/17 Budget*)

**The City Manager read the item by title.**

**Councilman Best made a motion to approve the recommendation. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

H) Recommendation by Golf that Council approve an extension of the contract with Greens Grade Inc. for an additional one year period, on an as needed basis in the amount of \$340,000, for ground maintenance services at the Miami Springs Golf and Country Club as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract with no increases to the billing rate (*Funds were approved in the FY16/17 Budget*)

**The City Manager read the item by title.**

**Councilman Best made a motion to approve the recommendation. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

I) Recommendation by staff that Council approve an extension of the contract with Waste Management Systems for an additional one year period, in the amount of \$22,320.00, for all citywide owned buildings for garbage and recycling container pickup services as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract (*Funds were approved in the FY16/17 Budget*)

**The City Manager read the item by title.**

**Approval of the recommendation was unanimously acclimated by voice vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

J) Recommendation by City Manager that Council approve an extension of the contract with Becker & Poliakoff, P.A.(Formerly The Fuentes & Rodriguez Consulting Group) for an additional one year period, in the amount of \$45,000.00 paid in three equal payments, for consulting and lobbying services as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract (*Funds were approved in the FY16/17 Budget*)

**The City Manager read the item by title.**

**Councilman Bain made a motion to approve the recommendation. Councilman Best**

**seconded the motion, which carried on unanimous voice vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

K) Recommendation by Information Technology that Council approve an extension of contract #MIAS-1879LG-130482-1 with Sungard Public Sector, Inc. for an additional one year period, in the amount of \$121,776.00, for offsite ASP hosting for our usage of Sungard H.T.E. software as funds were approved in the FY16/17 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the City's existing contract (*Funds were approved in the FY16/17 Budget*)

**The City Manager read the item by title.**

**Vice Mayor Petralanda made a motion to approve the recommendation. Councilwoman Buckner seconded the motion, which carried on unanimous voice vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

L) Recommendation by the Police Department that Council approve an extension of the contract with USA Software, Inc., for an additional one-year period, in the amount of \$18,705.75, for annual software support and maintenance contract renewal as funds were approved in the FY 16/17 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code and pursuant to the City's existing contract (*Funds were approved in the FY16/17 Budget*)

**The City Manager read the item by title.**

**Councilman Best made a motion to approve the recommendation. Councilman Bain seconded the motion, which carried on unanimous voice vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

M) Request by Councilwoman Buckner for Council to discuss placing a fence along the city owned property at 627 Eldron Drive

**Councilwoman Buckner requested that the Council consider reclaiming the City property that runs along between the golf course and 627 Eldron Drive. She asked that the Council consider turning it into green space and making the area a part of the golf course. Councilman Bain suggested that the sliver in question be kept as a parking lot for access to walk around the golf course. The City Attorney stated that there would have to be an agreement for the ingress and egress to the parking area.**

**Discussion ensued, Councilman Bain made a motion to direct staff to negotiate a purchase price of the property located at 627 Eldron Drive from the property owner. Vice Mayor Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner and Mayor Garcia voting Yes.**

## 11. Other Business:

A) Vote of Confidence for the City Manager as Required by Section 4.02 (2) of the City Charter

**Vice Mayor Petralanda moved to give the City Manager a vote of confidence. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilman Best, Councilman Bain, Councilwoman Buckner, and Mayor Garcia voting Yes.**

## 12. Reports & Recommendations:

A) City Attorney

City Attorney Seiden announced that he will be retiring as City Attorney on December 31<sup>st</sup> after 42 years of service to the City of Miami Springs. He stated that he has thought of a replacement and will be presenting his recommendation at the next Council meeting. He thanked all of the City Council and staff for their support over the years.

B) City Manager

The City Manager thanked the City Attorney for all his years of service to the City. He congratulated him for making the step toward full retirement. He announced that the Pumpkin Patch is opening October 12<sup>th</sup> and the Farmers Market is also opening on October 15<sup>th</sup>.

C) City Council

Vice Mayor Buckner asked Ms. Mara Zapata if she knew any of the local schools that will be collecting clothing or non-perishables for the victims of Haiti and/or Cuba. She congratulated the City Attorney on his announcement and said that he will be missed.

Councilman Petralanda thanked Mr. Seiden for all his service and time spent with the City. He said he would be greatly missed. He thanked Mr. Alonso for his hard work and commitment as City Manager.

Councilman Best congratulated Mr. Alonso for his vote of confidence and all his work during the transition and budget time. He thanked Mr. Seiden for his service and appreciates all his advice.

Councilman Bain congratulated Mr. Alonso on the 5-0 vote of confidence. He appreciates that Mr. Alonso fights for the City even on the weekends and makes the time to get the truth out to the public. He stated that he will save his comments for Mr. Seiden when the time comes. But he did state that Mr. Seiden is a true professional.

Mayor Garcia expressed what a great job Mr. Alonso is doing for the City. He was pleased

to see that Mr. Alonso received a 5-0 vote which only demonstrates his efforts on moving forward. He recognized Mr. Carlos Santana for his passion for Miami Springs and his contributions to the City. He said Mr. Santana will be missed and pays his respects to him and his family.

### **13. Adjourn**

There being no further business to be discussed the meeting was adjourned at 8:25 p.m.

*Respectfully submitted:*

---

*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 24th day of October, 2016.*

---

*Zavier M. Garcia, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.





# AGENDA MEMORANDUM

**Meeting Date:** 10/24/2016

**To:** The Honorable Mayor Xavier M. Garcia and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Tom Nash, Public Works Director

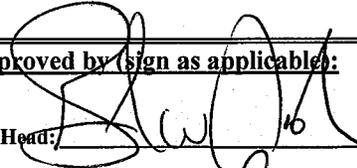
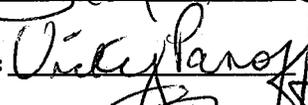
**Subject:** Asphalt milling and resurfacing at Gibson Dr. from Linwood Dr. to Hough Dr.

**RECOMMENDATION:**

Recommendation by Public Works that Council approve an expenditure in an amount not to exceed \$16,282.00, to Miguel Lopez Jr. Asphalt Maintenance, the lowest responsible quote after obtaining three written quotes (attached), for asphalt milling and resurfacing on Gibson Dr. from Linwood Dr. to Hough Dr. utilizing CITT funds, as funds were budgeted in the FY16/17 Budget pursuant to Section §31.11 (C)(2) of the City Code.

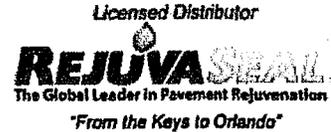
**DISCUSSION:** Resurfacing of deteriorating road is needed at Gibson Dr. from Linwood Dr. to Hough Dr.

**Submission Date and Time:** 10/18/2016 7:39 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./Desc.: <u>CITT</u>
Prepared by: <u>Nicolle Rodriguez</u>	Procurement: 	Account No.: <u>135-0902-541-4600</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
		Current request: \$ <u>16,282.00</u>
		Total vendor amount: \$ <u>16,282.00</u>



Asphalt Maintenance • Seal Coating • Paving • Patching • Resurfacing • Striping  
 P.O. Box 449364 Miami, FL 33166 • miguel@lopezinc.com  
 www.lopezinc.com • office: 305-884-0767 • Toll Free: 1-800-394-9234  
 Engineering Contractor: State (CC-957030 & CC-06135 - Lic. & Ins. Code (CCE-135) - Broward Lic. # CC196-1436E



## Proposal/Contract

**Bill To:**  
 City of Miami Springs  
 345 N. Royal Poinclana  
 Miami Springs, FL 33186

**Ship To:**  
 Gibson DR (Payne/Hough)  
 Miami Springs, FL

**Proposal Date:** 8/15/2016  
**Proposal #:** 45789

Terms	Due on receipt
Rep	EL

Customer Phone: 305-805-5170

We hereby propose to furnish all labor & materials and equipment to perform the following items of work as requested.

Qty.	U/M	Description
<b>REPAVE ENTIRE ROAD</b>		
3 TN 392 SY		Furnish and Compact Leveling Course Prior to Overlay to All Depressed areas 1-3/4" Hot MIX ASPHALT TYPE S-3 (2 lifts - 3/4 and 1") 1. Sweep and clean area to be overlaid using mechanical brooms and/or power air blowers. 2. Tack entire area with RS-1 tack coat. 3. Furnish and install 1-3/4" average overlay of hot plant mixed asphalt, D.O.T. approved type S-III. 4. Rolled and compacted with a 5-7 ton roller
2 EA		24" White Stop Bar Thermoplastic
		<b>Note:</b> -Based one mobilization. -Additional mobilization will be charged at \$750.00 if area is not clear as per schedule. Except for overlay proposals which is \$1,500.00 . -Permit and handling fees are not included any additional work required by per permit will be added to contract price. -Owner will supply 2 copies of site plan. -All Material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.
		<b>Total</b> <b>\$8,141.00</b>

ACCEPTANCE OF CONTRACT: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A monthly service charge of 1.5% will be added if not paid under the terms of the contract.

Accepted by: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 THE PURCHASER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES IN THE EVENT THIS INVOICE IS PLACED WITH AN ATTORNEY FOR COLLECTION WHETHER A SUIT IS BROUGHT OR NOT.

\$ 16,282-00



Asphalt Maintenance • Seal Coating • Paving • Patching • Resurfacing • Striping  
 P.O. Box 469384 Miami, FL 33166 • miguel@lopezinc.com  
 www.lopezinc.com • office: 305-884-0767 • Toll Free: 1-800-894-9234  
 Engineering Contractor: State CUC-057030 & CGC-06135 - Lic. & Ins. Dade CCE-1353 - Broward Lic. # CC96-1436E

Licensed Distributor  
**REJUVA SEAL**  
 The Global Leader in Pavement Rejuvenation  
 "From the Keys to Orlando"

## Proposal/Contract

**Bill To:**

City of Miami Springs  
 345 N. Royal Poinclana  
 Miami Springs, FL 33166

**Ship To:**

Gibson Dr (Payne/Linwood)  
 Miami Springs, FL

**Proposal Date:** 7/26/2016

**Proposal #:** 46022

Terms	Due on receipt
Rep	EL

Customer Phone: 305-805-5170

**We hereby propose to furnish all labor & materials and equipment to perform the following items of work as requested.**

Qty.	U/M	Description
<b>REPAVE ENTIRE ROAD</b>		
3 TN 392 SY		Furnish and Compact Leveling Course Prior to Overlay to All Depressed areas 1-3/4" Hot MIX ASPHALT TYPE S-3 ( 2 lifts - 3/4 and 1" ) 1. Sweep and clean area to be overlayed using mechanical brooms and/or power air blowers. 2. Tack entire area with RS-1 tack coat. 3. Furnish and install 1-3/4" average overlay of hot plant mixed asphalt, D.O.T. approved type S-III. 4. Rolled and compacted with a 5-7 ton roller
2 EA		24" White Stop Bar Thermoplastic <b>Note:</b> -Based one mobilization. -Additional mobilization will be charged at \$750.00 if area is not clear as per schedule. Except for overlay proposals which is \$1,500.00 . -Permit and handling fees are not included any additional work required by per permit will be added to contract price. -Owner will supply 2 copies of site plan. -All Material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.
		<b>Total</b>
		<b>\$8,141.00</b>

**ACCEPTANCE OF CONTRACT:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A monthly service charge of 1.5% will be added if not paid under the terms of the contract.

Accepted by: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**THE PURCHASER AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES IN THE EVENT THIS INVOICE IS PLACED WITH AN ATTORNEY FOR COLLECTION WHETHER A SUIT IS BROUGHT OR NOT.**

# Estimate

Ovas & Co, LLC  
 3697 NW 102 Street  
 Miami, Florida 33147

786-285-2086  
 ovasandco@yahoo.com

Date
07/24/16

Estimate No.
1697

Name/Address
City of Miami Springs Lazaro M. Garaboa Public Works Department 345 N. Royal Poinciana Blvd. Miami Springs, Florida 33166

Project Address  
 Gibson Drive

Project Terms  
 Due upon Completi...

Description	Apprx. SQ. FT.	Apprx. LF.	Total
Asphalt Overlay: Gibson Drive between Payne Drive and Linwood Drive. Saw cut and mill asphalt pavement where necessary. Clean entire area thoroughly using power air blower and manual push broom. Remove and dispose of all waste materials Tack area with RS-1 tack coat. Furnish and install a layer of 1/2" average DOT type S-III hot plant mixed asphalt to level out the existing pavement. Rolled and compacted with 3-5 ton roller. Tack area with RS-1 tack coat. Furnish and install 1" average DOT type S-III hot plant mixed asphalt. Rolled and compacted with 3-5 ton roller.	3,910		10,126.00
Thermoplastics: Furnish and install two (2) thermoplastic stop bars 24" wide by 10' Long.			570.00

The following items are not included:

1. Permits & their associated fees.
2. Surveyors.
3. Density tests.

Note:

1. The total amount of this project includes the furnishing of all labor and materials neededs to complete the work described above.
2. The subcontractor will perform all testing required by the governmental authorities having jurisdiction over the work and will work in strict accordance with them.
3. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over this estimate.
4. We are not responsible for any agreements contingent upon strikes, accidents, or delays beyond our control.
5. Prices are subject to change due to unexpected price increases from suppliers.

**ACCEPTANCE OF PROPOSAL:**

Authorized Signature:

Name/Title:

Date:

Total	\$10,696.00
-------	-------------

By signing above, the proposal is accepted and work will be authorized to commence.

\$21,392

# Estimate

Ovas & Co, LLC  
 3697 NW 102 Street  
 Miami, Florida 33147

786-285-2086  
 ovasandco@yahoo.com

Date
10/11/16

Estimate No.
1714

Name/Address
City of Miami Springs Lazaro M. Garaboa Public Works Department 345 N. Royal Poinciana Blvd. Miami Springs, Florida 33166

Project Address  
 Gibson Drive

Project Terms  
 Due upon Completion o...

Description	Apprx. SQ. FT.	Apprx. LF.	Total
Asphalt Overlay: Gibson Drive between Payne Drive and Hough Saw cut and mill area to be overlaid where necessary. Clean entire area thoroughly using power air blower and manual push broom. Remove and dispose of all waste materials. Tack area with RS-1 tack coat. Furnish and install 1/2" average DOT type S-III hot plant mixed asphalt to level out the existing pavement. Rolled and compacted with 3-5 ton roller. Tack area with RS-1 tack coat. Furnish and install 1" average DOT type S-III hot plant mixed asphalt. Rolled and compacted with 3-5 ton roller.	3,910		10,126.00
Thermoplastics: Furnish and install two (2) thermoplastic stop bars 24" wide by 10' long.			570.00

The following items are not included:

1. Permits & their associated fees.
2. Surveyors.
3. Density tests.

Note:

1. The total amount of this project includes the furnishing of all labor and materials neededs to complete the work described above.
2. The subcontractor will perform all testing required by the governmental authorities having jurisdiction over the work and will work in strict accordance with them.
3. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over this estimate.
4. We are not responsible for any agreements contingent upon strikes, accidents, or delays beyond our control.
5. Prices are subject to change due to unexpected price increases from suppliers.

ACCEPTANCE OF PROPOSAL:

Authorized Signature:

Name/Title:

Date:

Total	\$10,696.00
-------	-------------

By signing above, the proposal is accepted and work will be authorized to commence.

# WRANGLER CONSTRUCTION, INC.

October 11, 2016

Mr. Lazaro Garaboa.

Via E-mail: [garaboal@miamisprings-fl.gov](mailto:garaboal@miamisprings-fl.gov)

Re: Gibson Dr. from Linwood Dr. to Hough Dr.  
Miami Springs, FL.

Subject: **Asphalt milling and resurfacing (1-3/4") at several locations.**

Dear Mr. Garaboa:

Please consider this correspondence as our Proposal for the Labor Material and Equipment needed for the completion of the **asphalt milling and resurfacing (1-3/4")** at the referenced locations. All construction will be in accordance with the information provided during the site visit.

This Proposal is based only on a site visit. No Drawings and/or Technical Specifications were provided.

## ARTICLE 1 - BASE BID SCOPE OF WORK

- 1.1 Installation of approximately 7,056 SF of new 1-3/4" type S-3 asphalt (asphalt installation will include the corresponding tack coat and leveling preparation.)
- 1.2 Installation of four (4) required Stop Bars (thermoplastic)
- 1.3 Maintenance of traffic.

## ARTICLE 2 - INCLUSIONS

*ITEMS PROVIDED BY WRANGLER CONSTRUCTION, INC.*

- 2.1 Furnish all labor, equipment and supervision to perform the scope of work outlined above.

## ARTICLE 3 - EXCLUSIONS

- 3.1 Required police officers if any (By the City of Miami Springs.)
- 3.2 Permits costs and/or processing fees (By the City of Miami Springs.)
- 3.3 Landscaping.
- 3.4 Wrangler Construction is not responsible for any unmarked underground utilities.

12855 SW 136 Avenue, Suite 206  
Miami, Florida 33186

Telephone: 305-278-4719  
Telefax: 305-278-1720

\$ 22,430 —

Mr. Lazaro Garaboa  
Gibson Dr. from Linwood Dr. to Hough Dr.  
October 11, 2016  
Page 2

**ARTICLE 4 BASE BID QUOTATION**

*OUR LUMP SUM PROPOSAL FOR THE WORK:*

**TWENTY TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS and NO  
CENTS (\$ 22,430.00). both blocks  
11,215.00 EACH**

Please note that this Proposal is based **ONLY** on a site visit. No Drawings and/or Technical Specifications were provided.

All work will be done in accordance with the latest requirement requirements of the Miami Springs Public Work Department, Florida Building Code and the Florida Department of Transportation and of other applicable regulatory agencies having jurisdiction.

**Performance Bond not included** in this price.

We appreciate the opportunity to quote on this project. If we can be of further service, or if you have any questions regarding this Proposal, please do not hesitate to contact us at your earliest convenience. We remain

Cordially yours,

WRANGLER CONSTRUCTION, INC.

  
Felix R. Clavelo  
PM/Estimator

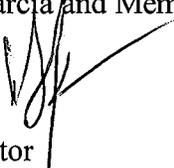
**WRANGLER**



# AGENDA MEMORANDUM

**Meeting Date:** 10/24/2016

**To:** The Honorable Mayor Xavier Garcia and Members of the City Council

**Via:** William Alonso, City Manager 

**From:** Omar L. Luna, Recreation Director

**Subject:** Pelican Playhouse Agreement 2016/2017

---

**Recommendation:**

Pelican Playhouse, Inc., and their staff have done a great job of providing a first class professional program/productions. They also have a great working relationship with the Recreation Department and the Community. It is recommended that we approve the attached agreement.

**Discussion/Analysis:**

Pelican Playhouse is a very popular theatrical program that provides our community with an opportunity for our children and adults to enjoy first class productions in our very own Miami Springs Community Center

Proposed agreement is for one (1) year from October 1, 2016 to September 30, 2017.

The City agrees to pay Pelican Playhouse, Inc., Fifteen Thousand (\$15,000.00) Dollars for its services being rendered to the City pursuant to this agreement. The aforesaid amount shall be payable as follows, to wit:

October 1, 2016	- \$6,000.00
February 1, 2017	- \$6,000.00
June 1, 2017	- \$6,000.00

The City further agrees to disburse to the Pelican Playhouse, Inc., the balance of the Five Thousand (\$5,000.00) Dollars budgeted in FY 2016-2017 by the City for "equipment repairs" that remain unused as of September 30, 2017.

**Fiscal Impact (If applicable):**

**Submission Date and Time: 10/19/2016 3:43 PM**

**AGREEMENT FOR THEATRICAL SERVICES**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the CITY OF MIAMI SPRINGS, FLORIDA, a Florida Municipal Corporation, hereinafter referred to as “City”, and PELICAN PLAYHOUSE INC., a Florida Corporation, hereinafter referred to as “Playhouse”:

**W I T N E S S E T H:**

WHEREAS, the Pelican Playhouse has provided theatrical productions and classes in the City for many years; and,

WHEREAS, the City Council has expressed its support for the Playhouse and its desire that the City continue to receive the services previously provided; and,

WHEREAS, representatives from the City Administration and the Playhouse have conducted the discussions, meetings and negotiations necessary to formalize the relationship between the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the mutual sufficiency of which is hereby acknowledged, the CITY OF MIAMI SPRINGS and the PELICAN PLAYHOUSE INC. hereby agree as follows:

**INTENT**

It is the intent of this Agreement for the City of Miami Springs to permit and authorize the PELICAN PLAYHOUSE INC. to provide theatrical productions and theatrical classes for the City and its citizens while utilizing the theater facilities in the City’s Community Center and the space previously utilized in the City Senior Center.

## SERVICES TO BE PROVIDED BY PLAYHOUSE

The Playhouse agrees to provide, at a minimum, the following services to the City and its citizens, pursuant to this Agreement, to-wit:

- See attached Exhibit #1 for the production schedule for the term of this Agreement and other information related to the productions.
- Provide acting classes for all ages (14 weeks per session; 3 sessions a year).
- Supervise the use, storage and condition of all City furnishings, equipment and systems and advise of any noted defects or broken items.
- Organize and store all costumes, set pieces and props at the Community Center in the assigned areas designated on the sketch attached hereto as Exhibit #2. It is further agreed that all of the foregoing will be removed from the dressing room areas, with the exception of the "green room" area, prior to any use by any other group or production company. All areas must be properly cleaned, maintained and kept in a proper manner and order.
- Pay for all production costs for performances required by this Agreement.
- Perform all ticketing, promotion and advertising for all productions required by this Agreement and submit an accounting of all costs incurred and revenues received following each production.
- Consult with the City in regard to theater facility requirements in the Community Center.
- Research availability and pricing of theater supplies (curtains, lighting, seating, etc.)
- Maintain an on-line ticketing system.
- Maintain a website for notification and advertising of City entertainment events/productions and productions by the Playhouse and visiting companies.
- Provide an integrated marketing program to promote greater awareness of the Playhouse and Community Center.
- Recruitment of other visiting entertainment companies to perform at the theater in the Community Center.
- Provide supervision of visiting entertainment companies. Supervision shall include, but not be limited to, the following:
  - Procure set-up instructions and diagrams for stage, risers and chairs.
  - Loading into the space when scheduled;
  - Rehearsals when scheduled;
  - Performances when scheduled;

- Strike and load out when scheduled after completion of all performances.
- Provide to visiting entertainment companies technical support (lights, sound, box office) when visiting entertainment companies use theater.
- Provide training, support and supervision to City Staff when City uses theater and theater equipment for purposes other than Playhouse theatrical productions.
- Provide quarterly status reports on all theatrical activities conducted during the preceding quarter to the City Recreation Director on January 1, 2017, May 1, 2017, and September 30, 2017 for inclusion within the City Manager's monthly update reports.
- Reports shall be provided to the City Recreation Director of any theatrical productions or other performances that have been denied permission to perform in the Rebeca Sosa Theatre by the Playhouse due to a determination that the rating of "G" would be exceeded by the proposed production or performance. In addition, Playhouse shall provide a copy of the written Notice of Denial to the City Recreation Director to insure that each such notice contains a provision that advises that any denial of permission to perform in the theater is subject to the review of the City Council within thirty (30) days of receipt of the written denial notice from the Playhouse.

### PLAYHOUSE USE OF CITY FACILITIES

- The parties hereto agree to the following use of the City's facilities during the term of this Agreement, to-wit:
- Eighty-eight (88) days of use of the theater facility in the new Community Center for two (2) theatrical and one (1) summer recital productions and related activities.
- Twelve (12) additional days of use of the theater facility in the new Community Center for two (2) theatrical productions and related activities by visiting companies.
- Forty-two (42) days of either Saturday or Sunday use for production rehearsals at the Community Center.

It is further understood and agreed that a more detailed schedule of use is provided in Exhibit #1 attached hereto, and that any additional use not provided herein, or in Exhibit #1, must be approved, in advance, by the City Manager, following receipt of reasonable prior notice of the additional requested use.

The parties acknowledge and agree that no keys or security codes to the Community Center will be provided to the Playhouse and that any “after hours” access to the facility must be requested at least twenty-four (24) hours in advance unless an emergency situation arises in which case only reasonable notice for access is required.

### **INSURANCE**

All visiting theatrical production companies shall be required to provide the City (and to name the City as an additional insured) with “special event” insurance coverage for each production performance, in an amount to be determined in advance by the City, which shall not be less than One Million (\$1,000,000) Dollars.

### **HOLD HARMLESS AND INDEMNIFICATION**

As a material inducement for the City to enter into this Agreement, the Playhouse and all visiting production companies, including all their volunteers, employees, staff, representatives, officials and officers, shall hold the City, including its officers, officials, employees and representatives, harmless and indemnify it against all claims, demands, damages, actions, causes of action, 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 Miami Springs Community Center, arising from the use, services, acts, actions, omissions or failures to act of Playhouse or any visiting production company, or any of their volunteers, 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 the Playhouse or any visiting production companies, or their insurers, 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 thereof.

## SERVICES TO BE PROVIDED BY THE CITY

The City agrees to provide the following services to Playhouse in furtherance of this Agreement, to-wit:

- Maintain the Community Center building and theater area contained therein.
- Provide the number of days set forth herein for Playhouse and visiting company use in the Community Center Theater.
- Pay for all required utility services.
- Maintain public liability and property damage insurance on all City owned facilities to be used by Playhouse.
- Maintain City owned theater equipment in proper condition (lights, microphones, soundboard, speakers, lightboard, stage risers, curtains, etc.) when advised of being broken or in defective condition by the Playhouse.
- Provide an internet connection for an online ticketing system.
- Provide adequate security during Playhouse use of the City facilities.
- Provide locations for the storage of equipment, costumes, set pieces and props. (See Exhibit #2 attached hereto for sketch of designated storage areas.)
- Arrange for the set-up and removal of stage, risers, and chairs for theatrical productions. Any changes made to the City's initial "set-up" will be charged to the party requesting the changes.
- Provide all initial required furnishings and equipment for theatrical productions by Playhouse. It is to be expressly understood that said furnishings and equipment may not be removed from the Community Center without the written authorization of the City Manager.
- Provide reimbursement to Playhouse for fees advanced on behalf of City to contractors providing special services (lighting, sound, etc.) for City programs, productions and other activities.

## PAYMENTS TO PLAYHOUSE

The City agrees to pay Playhouse Eighteen Thousand (\$18,000) Dollars for its services being rendered to the City pursuant to this Agreement. The aforesaid amount shall be payable as follows, to-wit:

October 1, 2016 - \$6,000.00  
February 1, 2017 - \$6,000.00  
June 1, 2017 - \$6,000.00

In addition to the foregoing payments, the City agrees to allow Playhouse to retain all funds received from ticket sales from its own theatrical productions and all acting class fees.

Further, theatrical productions by visiting companies (which shall include concerts, dance recitals and other cultural arts programs and activities) will be billed for the use of the City's facilities in accordance with the flat fee schedule attached hereto as Exhibit #4. The Playhouse will receive thirty (30%) percent of the flat fee amount charged to the visiting company by the City for the use of the theater facilities and the City shall retain seventy (70%) percent of the flat fee amount. Any fees charged to the visiting companies for lighting or sound services provided by Playhouse shall be entirely retained by the Playhouse.

Further, Miami Springs Service Organizations will be billed for the use of the City's theater facilities in accordance with the flat fee schedule attached hereto as Exhibit #5. The Playhouse will receive on hundred (100%) percent of the flat fee amount charged to the Miami Springs Service Organization by the City for the use of the theater facilities. Any fees charged to the Miami Springs Service Organization for lighting or sound services provided by Playhouse shall be entirely retained by the Playhouse.

The City further agrees to disburse to the Playhouse the balance of the Five Thousand (\$5,000.00) Dollars budgeted in FY2016-2017 by the City for "equipment repairs" that remains unused as of September 30, 2017.

### PLAYHOUSE EXEMPTION STATUS

In partial consideration of the execution of this Agreement by the City, the Playhouse agrees to maintain its current 501-C-3 status from the Federal Government,

and to file all appropriate applications for county, state and federal grants for the benefit of the Playhouse and the City. The distribution of all grants received shall be governed by the terms, conditions and requirements of the granting authority and the grant agreement required for the receipt of funding.

**PLAYHOUSE FINANCIAL RECORDS**

In addition to any other requirement of this Agreement, the Playhouse shall be required to provide the City with copies of its annual financial statements and income tax returns prepared and/or filed during the term of this Agreement.

**TERM OF AGREEMENT**

This Agreement shall begin on the 1<sup>st</sup> day of October 2016 and terminate on the 30th day of September 2017. Despite the fact that this Agreement may not be formally executed by October 1, 2016, it is anticipated and expected that the duties and responsibilities of the parties hereto shall begin no later than that date.

**TERMINATION OF AGREEMENT**

**WITHOUT CAUSE**

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

**TERMINATION OF AGREEMENT**

**BASED UPON CAUSE**

Notwithstanding anything to the contrary contained herein, the parties mutually agree that this Agreement may be terminated by either party for cause. In accordance with the foregoing, if either party hereto is in violation of any of the terms, conditions, covenants, and provisions of this Agreement, the non-violating party shall give the violating party written notice of the claimed violation(s) and given thirty (30) days, from the receipt of said notice, in which to cure said violation(s).

If the violation(s) are not cured within the curative periods provided herein, the non-violating party may then serve the violating party with a Termination for Cause Notice which shall terminate this Agreement between the parties upon receipt by the violating party.

For the purposes of this provision, the following, although not intended to be a listing of all possible agreement violations, shall constitute violations of this Agreement, to-wit:

- Any acts, actions or omissions in violation of the terms, conditions, covenants, and provisions of this Agreement.
- Any failure to provide or file any required document, report or form.
- Any failure to abide by any rules, regulations, laws, statutes, ordinances or policies.
- Any actions that would jeopardize or threaten the validity or existence of any required license, permit or insurance coverage.
- The filing of any general assignment for the benefit of creditors.
- The filing of any voluntary or involuntary bankruptcy.
- The filing of any corporate liquidation, dissolution, or reorganization.
- The appointment of any trustee, receiver or liquidator.
- Any actions filed against a party hereto seeking any of the foregoing.

## **PROHIBITED ACTIVITIES**

Playhouse shall not use the premises for any purpose or activity regulated or prohibited by Chapter 132 of the Miami Springs Code of Ordinances or for any unlawful, immoral, unethical, or disruptive purpose and shall comply with all laws and permitted requirements applicable now, or in the future, to the operation of the Community Center or Senior Center premises. Playhouse shall not permit any offensive, noisy, or dangerous activity, nor any nuisance or other conduct in violation of any statute, law, ordinance, rule, regulation or policy of the City, county or state on the Community Center or Senior Center premises. Playhouse shall not permit any employees, representatives, subcontractors or volunteers, except Ralph Wakefield and Richard Reed, from using and operating the City's scissor lift machine. In addition, neither Wakefield nor Reed shall be permitted to use the scissor lift machine until executing a Release, Hold Harmless and Indemnity Agreement in favor of the City. Further, no special equipment, furnishings or theatrical props shall be allowed inside the Community Center without the prior approval of the City Manager or designee.

## **DRUG-FREE WORKPLACE**

The Playhouse agrees to operate as a drug-free workplace and to ensure that a drug-free workplace employee program is maintained during the term of this Agreement.

## **NON-DISCRIMINATORY PRACTICES**

In providing services, including those related to direct contact with the public, and those involving the hiring, treatment and advancement of employees, Playhouse shall not discriminate in any manner based upon race, color, creed, religion, ancestry, national origin, gender, age, physical/mental handicap or in any other manner. In addition, the Playhouse shall insure the fair and equal use and access to the facilities at the Community Center and Senior Center premises.

## **LICENSED OR REGISTERED PERSONNEL**

All services to be rendered by the Playhouse under this Agreement, which are required by law to be performed by or under the direction of a duly licensed or registered professional, shall be rendered in compliance with such requirements.

## **ASSIGNMENT**

Playhouse shall not assign, sublet or transfer any portion of its duties, obligations or responsibilities under this Agreement without the advance written approval of the City. It is specifically understood and agreed that the City's decision to either permit or deny any such assignment, subletting or transfer shall be within its sole and exclusive discretion and that any such decision by the City shall be presumed to be reasonable.

## **ATTORNEY'S FEES**

The parties hereto acknowledge and agree that should it become necessary for either party to this Agreement to bring suit to enforce any provisions hereof, or for damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation, and any appeals therefrom, 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 a reasonable attorney's fees as may be awarded by the court.

## **NOTICES TO PARTIES**

All notices required or desired to be given under this Agreement shall be in writing and delivered in person or transmitted by Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party to be noticed, and shall be deemed to have been delivered three (3) days after deposit in a post office or letter box in the above manner.

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

CITY OF MIAMI SPRINGS  
Attention: William Alonso, City Manager  
201 Westward Drive  
Miami Springs, FL 33166

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

PELICAN PLAYHOUSE INC.  
Attn: Ralph Wakefield  
255 Springs Avenue  
Miami Springs, FL 33166

### CAPTIONS

All captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

### TIME

Time is of the essence as to each term of this Agreement.

### GOVERNING LAW

This Agreement and the rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of Florida. If any provision of this Agreement is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provision of the Agreement.

### ENTIRE AGREEMENT

This Agreement, together with any Exhibits hereto, constitute the entire Agreement between the parties relating to the subject matter hereof. This Agreement is the final

expression of agreement between the parties hereto. Neither party shall be entitled to relay upon any conflicting oral representations, assurances, claims or disclaimers made either prior to, or simultaneous with, the execution of this Agreement.

This Agreement was jointly negotiated and prepared by the parties hereto and no interpretation hereof shall be held more strongly against either party.

IN WITNESS WHEREOF, Playhouse and the City have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

Witnesses:  
(As to both Signatories)

PELICAN PLAYHOUSE INC.  
A Florida Corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
RALPH WAKEFIELD, President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared RALPH WAKEFIELD, President of PELICAN PLAYHOUSE INC., a Florida Corporation, who being first duly sworn by me, and who produced \_\_\_\_\_ (Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC,  
State of Florida at Large

MY COMMISSION EXPIRES:

Witnesses:  
(As to both Signatories)

CITY OF MIAMI SPRINGS

\_\_\_\_\_  
Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
William Alonso  
City Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
Erika Gonzalez-Santamaria  
City Clerk

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared WILLIAM ALONSO, City Manager of the City of Miami Springs, and ERIKA GONZALEZ-SANTAMARIA, City Clerk of the City of Miami Springs, who being first duly sworn by me, and who produced \_\_\_\_\_(Driver's License) as identification, and who has signed the foregoing document for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC,  
State of Florida at Large

MY COMMISSION EXPIRES:

Pelican's Office – 9-14-2015; 6:33 PM

# REBECA SOSA THEATER RENTAL APPLICATION

Miami Springs Community Center  
 1401 Westward Drive  
 Miami Springs, FL 33166  
 Contact: Ralph E. Wakefield  
 305-884-6804  
 (Updated October 2016)

Production Date(s): \_\_\_\_\_

Applicant Organization: \_\_\_\_\_

Applicant Contact Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

Type of Organization:       Profit                       Non-Profit

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Additional Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

Event Description: \_\_\_\_\_

Public or Private? \_\_\_\_\_

Food Served or Sold? \_\_\_\_\_ Alcohol Served or Sold? \_\_\_\_\_  
 (Must receive prior approval of Miami Springs Council)

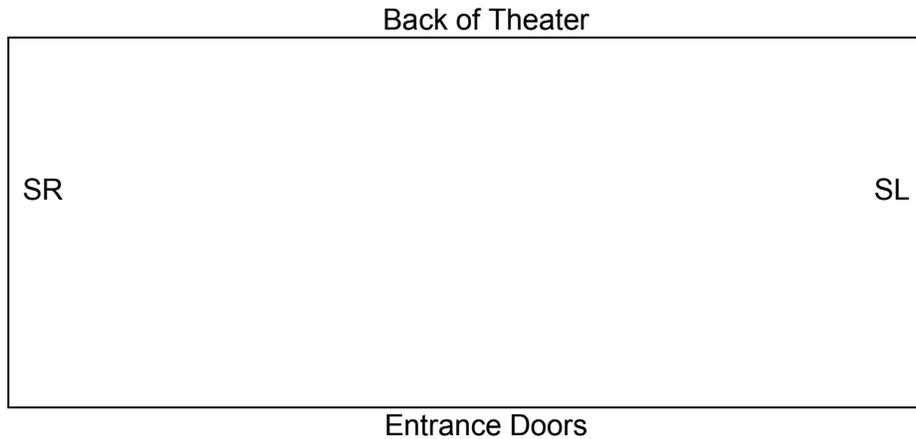
*Please note that the Rebeca Sosa Theater is a family-oriented venue. Performances are to be for "general audience" and shall contain no strong language, sex, nudity or drug usage (G film rating). However, the Miami Springs Council invites you to apply for their approval to perform any productions that do not comply with the G rating. Please contact the City Manager's office to have your request for the approval of your production placed upon the next available agenda for City Council consideration.*

Stage Load-In Date/Time	
Stage Load Out Date/Time	
Rehearsal Start Date	
Rehearsal Dates	From _____ to _____
Circle rehearsal days: M T W TH F S S	
Production Opening Date	
Production Run Dates	From _____ to _____
Circle performance days: M T W TH F S S	

Please check all that apply:

Theater Usage	Type of Event	Special Needs/Equipment
<input type="checkbox"/> Theater*	<input type="checkbox"/> Drama or Musical	<input type="checkbox"/> Stage Lighting
<input type="checkbox"/> Dressing Rooms	<input type="checkbox"/> Dance	<input type="checkbox"/> Microphones*
<input type="checkbox"/> Green Room	<input type="checkbox"/> Conference/Seminar	<input type="checkbox"/> CD Player
<input type="checkbox"/> Staging	<input type="checkbox"/> Multi Media	<input type="checkbox"/> DVD Player
<input type="checkbox"/> Lobby	<input type="checkbox"/> Fashion Show	<input type="checkbox"/> Screen
<input type="checkbox"/> Box Office Personnel*	<input type="checkbox"/> Film Screening	
<input type="checkbox"/> Lighting Technician*	<input type="checkbox"/> Other _____	
<input type="checkbox"/> Sound Technician*		

Please show us how the stage and seating is to be set up. We supply 4' X 4' platforms.



Number of Chairs in the Audience: \_\_\_\_\_

Number of Tables for lobby: \_\_\_\_\_

**NON-REFUNDABLE \$100 DUE WITH APPLICATION.  
 APPLICATION DUE AT LEAST THREE WEEKS BEFORE USE OF THEATER.  
 MAKE CHECKS PAYABLE TO: THE CITY OF MIAMI SPRINGS**

**Attach copy of proof of non-profit status and/or proof of insurance.**

Completed By:

\_\_\_\_\_  
 Print Name

Date: \_\_\_\_\_

\*See attached Visiting Company Rental Schedule for fees.

## FEE SCHEDULE

### **NON-PROFIT ORGANIZATIONS** \* :

- Monday through Sunday  
Daily Fees \* ..... \$ 400.00 each day  
\* (Each daily fee is for 4-hours of use)
  
- Hourly Fees..... \$ 60.00  
(For each additional hour or part of an hour in excess of the 4-hours provided by the payment of the daily fee).

\* Organization is required to provide proof of non-profit status and proof of special event insurance for each performance.

### **PROFIT ORGANIZATIONS** \* :

- Monday through Sunday  
Daily Fees \* .....\$ 500.00 + applicable sales tax  
\* (Each daily fee is for 4-hours of use)
  
- Hourly Fees.....\$ 60.00 + applicable sales tax  
(For each additional hour or part of an hour in excess of the 4-hours provided by the payment of the daily fee).

\* Organization is required to provide proof of special event insurance for each performance.

### **REHEARSAL USAGE** : (Either Profit or Non-Profit Organizations)

- Daily Rehearsal Fees.....\$ 180.00 \*  
(Use for 3-hours)
  
- Hourly Fees.....\$ 60.00 \*  
(For each additional hour or part of an hour of use)

\* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for use to City.

**SOUND TECHNICIAN SERVICES:**  
*(Either Profit or Non-Profit Organizations)*

- Fee for each performance.....\$ 60.00 \*
- Fee for each wireless microphone used  
per performance.....\$ 10.00 \*

\* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for sound technician services and microphone usage fees.

**LIGHTING TECHNICIAN SERVICES:**  
*(Either Profit or Non-Profit Organizations)*

- Fee for each performance.....\$ 60.00 \*

\* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for lighting technician services.

**BOX OFFICE SERVICES:**  
*(Either Profit or Non-Profit Organizations)*

- Fee for each individual per performance.....\$ 60.00 \*

\* Profit Organizations shall also be required to pay all applicable sales tax on amounts paid for lighting technician services.

**TOTAL FEES DUE:** \$ \_\_\_\_\_

**EXHIBIT #1**

**Exhibit 1 to Agreement for Theatrical Services  
October 1, 2016 through September 30, 2017**

**PRODUCTIONS:**

Puppets & Pantomime

Teach classes in Puppets and Pantomime for young people ages 5-9  
Audition, cast, rehearse Puppet performances  
Two performances for the Senior Center at the Rebeca Sosa Theater  
Dates to be decided (one in Winter/one in Spring)

Minimum of two main productions and one summer recital

Theater Production Class #1  
Audition, cast, rehearse Fall/Winter production: The Women  
November 4-13, 2016 production (two weekends)

Theater Production Class #2  
Audition, cast, rehearse Spring production TBA  
May 12-21, 2017 production (two weekends)

Summer Recital  
Audition, cast and rehearse Summer Recital  
August 2017 (TBA-not to interfere with MSCC summer camp)



# AGENDA MEMORANDUM

**Meeting Date:** 10/24/2016

**To:** The Honorable Mayor Xavier Garcia and Members of the City Council

**Via:** William Alonso, City Manager/ Finance Director

**From:** Tammy Romero, ACM 

**Subject:** Recommendation to approve and authorize the execution of a contract to Lifespan Design Studio for Professional Service in assisting the City in preparing a Design-Build RFQ for the new Senior Center/multi-purpose facility

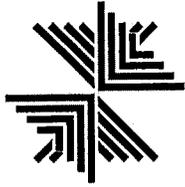
---

**RECOMMENDATION:** Recommendation by ACM that Council approve and authorize the execution of a contract to Lifespan Design Studio, LLC, in the amount of \$48,831.00, for assisting the City with Professional Services to prepare a Design-Build Request for Qualifications (RFQ) for the new Senior Center/multi-purpose facility within the two locations selected by Council; 1) adjacent to the Curtiss Mansion on the golf course property and 2) at its current location.

**DISCUSSION:** At the September 26th Council meeting, we advised Council that in order to allow fair and open competition we had advertised a Request for Qualified Interest (RFQI) to determine how many professionals and/or firms have the expertise, knowledge and design experience, specifically specializing in Senior Center design, who are interested in assisting the City with the following three stages needed to finalize the new facility: 1) Develop Design-Build specifications and plans 2) Assist in the review and evaluation of the RFQ responses and 3) Assist the Design Build professionals in the administration of the new senior center/multi-purpose facility construction.

On September 23rd, we received three responses; Bermello Ajamil & Partners, Inc., Lifespan Design Studio, and Via Design Studio. Responses were reviewed and while all three firms have excellent references and work experience, Lifespan Design demonstrated a considerable amount of experience specific to Senior Centers.

If approved by Council, Lifespan Design Studio will assist the City with developing a Request for Qualifications for a Design-Build company to develop a set of plans for a multi-purpose/Senior Center Facility that meets the programming needs of our seniors within the two locations selected by Council.



**lifespan  
design studio**  
Quality of Life Architecture

October 19, 2016

Tammy Romero, ACM  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

Re: Professional Services for New Multi-purpose/Senior Center Facility

Dear Ms. Romero:

We appreciate this opportunity to submit our proposal for professional consulting services to support the planning and design of a new Multi-Purpose/Miami Springs Senior Center facility. The proposed scope of services and associated fees have been divided into three sections:

1. Programming, Program Fit, and Site Evaluation
2. Design-Build Team Solicitation and Proposal Evaluation Support
3. Design Consultation: Schematic Design through Construction

#### **A. SCOPE OF SERVICES**

##### **1. Programming, Program Fit, and Site Evaluation**

Lifespan Design Studio (LDS) will work with the City of Miami Springs to develop a Program of Requirements (POR) for a new facility to support the current and emerging needs of the Miami Springs Senior Center:

- a. Prior to Visit One
  - i. LDS will coordinate the scheduling of Visit One meetings and site visits with the City.
  - ii. LDS will communicate with the Senior Center Director to support preparations for effective Visit One programming meetings.
  - iii. The City will provide LDS with site plans in .dwg format demonstrating the size and configuration of the two proposed sites, topography, setbacks, easements, utility locations, storm water management, and the location of any existing structures, pavement, etc.
- b. Visit One
  - i. Meet with Senior Center staff and others TBD to discuss a vision for the new Senior Center and the programs, services, drop-in activities, group sizes, staff functions, storage, etc. to be accommodated.

- ii. Develop the draft POR and meet with the City to review and refine.
- iii. Tour and discuss the current Senior Center and the two sites identified by the City for consideration.
- c. LDS will further develop the POR with detail including but not limited to the preferred size, configuration, uses, and location within the facility of each room/space. Site-related requirements including parking and the desired site amenities also will be identified. The fully developed Program will be conveyed to the client team for review and discussed/modified as needed prior to the commencement of program fit diagramming.
- d. LDS will develop program fit diagrams demonstrating options for the arrangement of the programmed rooms and spaces in a configuration that is appropriate for the intended uses and users of the Center. Different schemes may be proposed as necessary based in the unique size, configuration, and orientation of the two sites. Program fit diagrams demonstrating the proposed placement of the building, driveways, walkways, and other site amenities, etc. will be developed for each site.
- e. LDS will prepare a written evaluation and assessment of the apparent opportunities and limitations associated with each site for the proposed use. It should be noted that these evaluations will be based upon observable conditions and information provided by the City: no testing, surveying, or other services not specifically identified herein are included. If deemed necessary, the City will pursue these services separately.
- f. **Visit Two**
  - i. Meet with the City to review the program fit diagrams and site evaluations and re-visit the sites if deemed necessary.
- g. LDS will complete revisions to the program fit diagrams as needed based upon Visit Two discussions, and convey them to the City for final review.

## **2. Design-Build Team Solicitation and Proposal Evaluation Support**

LDS will provide the following services to support effective communication with potential Design-Build teams of LDS' ongoing role as the project continues through design and construction, and to support the evaluation of qualifications submitted by Design-Build teams who express interest in the project:

- a. Provide written information for inclusion in the Request for Qualifications (RFQ) for Design-Build teams, describing the pre-design effort and findings outlined above, and the ongoing services to be provided by LDS in coordination with the selected Design-Build team throughout all phases of design, bidding, and construction.
- b. Provide input and review as the City develops the final RFQ document.

- c. Review up to six Qualifications packets selected by the City and provide written feedback on the apparent opportunities and limitations associated with each submission.
- d. Participate remotely in interviews conducted by the City with prospective Design-Build teams, and provide feedback. **Note:** At the City's discretion LDS could participate on-site in these interviews as an additional service for a fee to be determined based upon the need for an additional visit versus the potential opportunity to extend Visit One or Two for this purpose.

### 3. Design Consultation: Schematic Design through Construction

LDS will provide the following services to support the effective implementation of the Program of Requirements and Program Fit concepts in a design that is operationally effective for the proposed uses and appropriate, appealing, and user-friendly for the participants of the new Miami Springs Senior Center.

- a. **Visit Three:** Participate in the Project Launch meeting and site tour/s with the City and Design-Build Team
  - i. Present an overview of the pre-design effort and findings, and the essential senior center/universal design concepts that LDS will support/monitor throughout design and construction.
- b. Provide input, support, and review as the Schematic Design (SD) floor plans, site plan, and elevations are prepared by the Architect of Record.
- c. **Visit Four:** Participate with the Architect of Record in the first presentation/discussion of the SD floor plans, site plan, and elevations with the City
  - i. Participate in the discussion of specific design considerations, product types, etc. to be reflected in the SD cost estimate to be completed by the Design-Build team.
- d. Participate remotely in the presentation/discussion of the SD cost estimate with the City, and provide input, support and review as the SD plans are modified by the Architect of Record as needed.
- e. Complete a final review of SD documents before the project continues into Design Development.
- f. LDS will provide input and review to the full Design-Build team throughout Design Development and Construction Documents preparation focused on any modifications to the floor plans, site plan or elevations; and the selection and application of appropriate products (including but not limited to finishes, fixtures, equipment, hardware, devices, and furniture). LDS will actively support the Interior Designer's efforts through the duration of the project including Visits Five and Six (below), and remote participation in meetings as needed.

- g. **Visit Five** (Design Development): LDS will participate in the initial discussion of finishes and furniture with the City (led by the Interior Designer).
- h. **Visit Six** (Construction Documents): LDS will participate in ongoing discussions of finishes and furniture with the City (led by the Interior Designer).
- i. LDS will provide a written review of all drawings and specifications at approximately 90% completion of Design Development and Construction Documents. These documents will be provided to LDS in hard copy for our use.
- j. LDS will review and provide written feedback on any product substitution or change order requests throughout bidding and construction to monitor the impact of proposed changes/substitutions on the appropriateness and performance for the intended uses and users of the Center.

## **B. FEE SUMMARY**

1. Services as described in Items A.1 – A.3:
  - a. Services as described in Programming, Program Fit & Site Evaluation (item A.1 above): Lump sum \$18,775.
  - b. Services as described in Design-Build Team Solicitation and Proposal Evaluation Support (item A.2 above):  
Lump sum \$2,470.
  - c. Services as described in Design Consultation: Schematic Design through Construction (item A.3 above):  
Lump sum \$27,586.
  - d. Grand total, lump sum: \$48,831.
2. Reimbursable expenses: Project travel-related expenses and incidental project expenses such as out-of-house printing and postage are included in the fee sub-totals above. We assume that a minimum of 2 weeks lead time will be provided to accommodate the booking of cost-effective flights.
3. Changes/Additions: Additional services and/or major changes to the scope and fee will be identified in writing and approved by the client prior to the commencement of those services.
4. Invoicing: Invoicing is monthly, based on percent of work completed.

## **C. SERVICES AND COSTS NOT INCLUDED**

1. Costs associated with testing, permits, licensing, zoning, filing, other approval fees, and
2. Other services not specifically included in the scope of services.

## **D. SPECIAL CONDITIONS**

1. Billings/Payments: Invoices for services and reimbursable expenses shall be submitted, at the option of Lifespan Design Studio, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the

unpaid balance after 30 days from the invoice date. Lifespan Design Studio shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and Lifespan Design Studio shall have no liability for any resultant delays or damages incurred by the Client as a result of such suspension/termination. Retainers, if applicable, shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

2. **Standard of Care:** In providing services under this agreement, Lifespan Design Studio will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Lifespan Design Studio will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Lifespan Design Studio's part of the Project. Regardless of any other term or condition of this Agreement, Lifespan Design Studio makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.
3. **Consequential Damages:** Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor Lifespan Design Studio shall be liable to the other for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.
4. **Hidden Conditions:** A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If Lifespan Design Studio has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) Lifespan Design Studio has not reason to believe that such a condition exists; Lifespan Design Studio shall not be responsible for the existing condition or any resulting damages or losses resulting there from.
5. **Hazardous Materials/Mold:** Lifespan Design Studio shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation, or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which Lifespan Design Studio shall have no responsibility.
6. **Indemnifications:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold Lifespan Design Studio and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense

- costs) caused in whole or in part by its acts, errors or omissions and those by anyone for whom they are legally liable. Lifespan Design Studio further agrees to indemnify the Client for damages arising from its own negligent errors, acts, or omissions.
7. Risk Allocation: In recognition of the relative risks and benefits of the project to both the Client and Lifespan Design Studio, the Client agrees, to the fullest extent permitted by law, to limit Lifespan Design Studio's total liability to the Client or anyone making claims through the Client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all clauses, to the total amount of \$100,000 or the amount of Lifespan Design Studio's fee, whichever is greater, or another amount agreed upon when added under Special Conditions.
  8. Termination of Services: This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay Lifespan Design Studio for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
  9. Ownership of Documents: All documents produced by Lifespan Design Studio under this agreement, including electronic files, shall remain the property of Lifespan Design Studio and may not be used by this Client for any other purpose without the written consent of Lifespan Design Studio. Any such use or reuse shall be at the sole risk of the Client who shall defend, indemnify, and hold Lifespan Design Studio and its sub consultants harmless from any and all claims and/or damages arising therefore. Electronic files are not contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Lifespan Design Studio and its consultants.
  10. Defects in Service: The Client shall promptly report to Lifespan Design Studio any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
  11. Construction Activities: Lifespan Design Studio shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for construction means and methods or job-site safety.
  12. Dispute Resolution: Any claim or dispute between the Client and Lifespan Design Studio shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the

American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State of Ohio shall govern this agreement.

13. Relationship of all Parties: All services provided by Lifespan Design Studio are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Lifespan Design Studio.

We appreciate this opportunity to offer services to the City of Miami Springs. Should there be any questions, please do not hesitate to contact this office.

Sincerely,



Douglas J. Gallow Jr., AIA, NCARB



# AGENDA MEMORANDUM

**Meeting Date:** 10/24/2016

**To:** The Honorable Mayor Xavier Garcia and Members of the City Council

**From:** William Alonso, City Manager

**Subject:** Christ Fellowship Church New Year's Family Day Event

---

**Request:**

On behalf of the Christ Fellowship Baptist Church, Pastor Omar Giritli would like to request the following for subject event to be held on **Sunday, January 1<sup>st</sup>, 2017:**

\***Partial** closure of the Circle from 10am until 5pm

\*Public Works to put out trash cans for the event

\*Church is absorbing all costs for 3 Police Officers, Barricades and portable toilets

\*Event is open to the public, therefore the Church has no idea how many will attend. Pastor Giritli estimates possibly 400.

\*Following a New Years' service, there will be games and bounce houses for children, live music, and free food



# AGENDA MEMORANDUM

**Meeting Date:** 10/10/2016  
**To:** The Honorable Mayor Xavier M. Garcia and Members of the City Council  
**Via:** William Alonso, City Manager/Fin. Director  
**From:** Tom Nash, Public Works Director  
**Subject:** New Sanitation Vehicles

## RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Palmetto Ford, utilizing a cooperative purchase with the Florida Sheriffs Association under contract # FSA16-VEH14.0 (attached), in an amount not to exceed \$173,120.00, for 2 Ford 2017 F750 dump trucks.

**DISCUSSION:** These units are replacing equipment that have exceeded their functionality and have been very costly to maintain. Unit 437 is a 1997 truck that has cost \$25,500 over the past three years to maintain. Unit 482 is a 2000 truck that has cost \$24,000 to maintain over the past three years. Maintenance costs will continue to increase if they are not replaced.

**FISCAL IMPACT:** We will add this amount to our Suntrust Equipment Lease note to be paid over 5 years with an approximate annual cost of \$38,000 for five years. This expense is funded with revenues received from the sanitation function and has no effect on the General Fund budget.

**Submission Date and Time:** 10/12/2016 9:49 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>Sanitation Equipment</u>
Prepared by: <u>Nicolle Rodriguez</u>	Procurement: <u>Vicky Panoff</u>	Account No.: <u>430-3401-534-6400</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u>[Signature]</u>	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ <u>173,120.00</u>

# Palmetto Ford Truck Sales, Inc.

7245 NW 36 Street Miami, Florida 33166  
305-470-1334 / 305-470-1344 fax / 305-972-7133 cell  
crodgers@palmettotruck.com

## FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

**Bid / Contract #:** FSA16-VEH14.0

Purchaser: CITY OF MIAMI SPRINGS

Address: 201 WESTWARD DR

City: MIAMI SPRINGS, FL 33166

Date: 10/03/16

Phone: 305-805-5000 x 4228

ROSITA HERNANDEZ

hernandezr@miamisprings-fl.gov

Base Model:	SPEC 12 - 2017 F750 (F7D)	Price:	<b>\$47,250.00</b>
Inc.	AM/FM RADIO, AIR CONDITIONING		
Exterior Color:	WHITE		
Interior Color and Covering:	GREY / VINYL		
Delivery Info:	ESTIMATED AT 175 DAYS FROM RECEIPT OF ORDER		

Option #	99X33K - 33,000 GVWR PACKAGE - INCLUDES THE FOLLOWNG	Price:	<b>\$5,800.00</b>
Option #	99X - FORD 6.7 POWER STROKE V8 330HP / 725 LB-FT TORQUE	Price:	<b>\$0.00</b>
Option #	44G - FORD TORQSHIFT HD 6-SPEED AUTOMATIC W/ DOUBLE OD	Price:	<b>\$0.00</b>
Option #	41A - TRANSMISSION POWER TAKE OFF PROVISION	Price:	<b>\$0.00</b>
Option #	643 - 22.5X8.25 10 HOLE STEEL WHEELS - FRONT	Price:	<b>\$0.00</b>
Option #	663 - 22.5X8.25 10 HOLE STEEL WHEELS - REAR	Price:	<b>\$0.00</b>
Option #	11R22.5 H RATED TIRES	Price:	<b>\$0.00</b>
Option #	67C - AIR BRAKES	Price:	<b>\$0.00</b>
Option #	43P - 12,000 LB FRONT AXLE	Price:	<b>\$0.00</b>
Option #	61E- 13,200 LB FRONT SUSPENSION	Price:	<b>\$0.00</b>
Option #	60A - SYNTHETIC FRONT AXLE LUBE	Price:	<b>\$0.00</b>
Option #	52P - DRIVESHAFT UPGRADE	Price:	<b>\$0.00</b>
Option #	477 - 21,000 LB DUAL REDUCTION REAR AXLE - OPEN	Price:	<b>\$0.00</b>
Option #	68R - 23,000 LB REAR SUSPENSION	Price:	<b>\$0.00</b>
Option #	X5D - 5.57 REAR AXLE RATIO	Price:	<b>\$0.00</b>
Option #	607 - SYNTHETIC REAR AXLE LUBE	Price:	<b>\$0.00</b>
Option #	539 - SINGLE CHANNEL "C" 20.11 SM, 120,000 PSI FRAME	Price:	<b>\$0.00</b>
Option #	600A - PREFERRED EQUIPMENT PACKAGE	Price:	<b>\$0.00</b>
Option #	62D - AIR DRYER	Price:	<b>\$455.00</b>
Option #	3K - THIRD KEY	Price:	<b>\$20.00</b>
Option #	17D - DUAL HEAVY DUTY ALTERNATORS	Price:	<b>\$850.00</b>
Option #	59A - AIR HORN	Price:	<b>\$85.00</b>
Option #	SK - SAFETY KIT	Price:	<b>\$195.00</b>
Option #	15S - FRONT STABIULIZER BAR	Price:	<b>\$485.00</b>
Option #	961 - REAR SHOCK ABSORBERS	Price:	<b>\$160.00</b>
Option #	17YD - 16' TRASH DUMP AS PER ATTACHED SPECS	Price:	<b>\$24,685.00</b>
Option #	BUA - BACK UP ALARM	Price:	<b>\$155.00</b>
Option #	BUC - BACK UP CAMERA	Price:	<b>\$665.00</b>
Option #	126CA - 126" CAB TO AXLE	Price:	<b>\$485.00</b>
Option #	TTAG - TEMP TAG	Price:	<b>\$25.00</b>
Option #	DBC5250 - 5 YER / 250,000 10,000 HOUR BASE CARE EXTENDED	Price:	<b>\$3,645.00</b>
Option #	WARRANTY WITH ZERO DEDUCTIBLE	Price:	

### SPECIAL 16' CONTRACTOR DUMP / TRASH DUMP OPTIONS

Non Contract Option:	52" SIDES IN LIEU OF 48" SIDES	Price:	<b>\$1,600.00</b>
		Price:	<b>\$0.00</b>
<b>Total Price of Base Unit and all Selected Options:</b>			<b>\$86,560.00</b>



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **30,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 SPECIFICATION #12**

#### **2017 Ford F-750 (F7D)**

The Ford F-750 (F7D) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$47,250.00	\$47,250.00	\$47,250.00	\$47,250.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

**NOTE:** An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

# **BID AWARD ANNOUNCEMENT**

**FSA16-VEH14.0**

6

7

**Cab & Chassis Trucks and Other Fleet Equipment**

**Cooperative Bid Program**



QTY	PART NUMBER	DESCRIPTION
1	16' FAB DUMP.	<p>FABRICATE AND INSTALL A 16' PLATFORM WITH THE FOLLOWING SPECS.</p> <p>FABRICATE AND INSTALL  16 FT. LONG, 96" WIDE PLATFORM BODY WITH SMOOTH STEEL  3/16" FLOOR  52" SOLID STEEL SIDES WITH BARN DOORS  NO CAB SHIELD  3" STRUCTURAL C-CHANNEL CROSS MEMBERS ON 12" CENTERS  4" STRUCTURAL C-CHANNEL OUTSIDE RAILS  10" STRUCTURAL C-CHANNEL LONG SILLS FOR 34" WIDE TRUCK FRAME  RUNNING LIGHTS, MUD FLAPS AND BRACKETS.  ELECTRIC TARP SYSTEM WITH MESH TARP  SINGLE STAGE BLACK PAINT.</p>



# AGENDA MEMORANDUM

**Meeting Date:** 10/24/2016

**To:** The Honorable Mayor Zavier Garcia and Members of the City Council

**From:** William Alonso, City Manager 

**Subject:** Request from Florida Resiliency and Energy District (FRED) that Council approve their program within the City of Miami springs

---

The City has received an email request (see attachment A) from Mr. John Thomas of Florida Resiliency and Energy District (FRED) to have their program approved to operate within our city limits.

Mr. Thomas came before Council a few weeks ago to do a presentation of their program, however do to the fact that we would have been a founding member, a decision was made not to enter the program at that time. Since then they have established the program with the City of Fernandina Beach and Lake Clarke Shores.

I have attached a copy of the Interlocal Agreement (attachment B), Party membership agreement (attachment C) as well as a sample resolution (attachment D) that the company provided.

The Administration requests Council guidance on whether we should proceed with the program so that the City Attorney can review the documents and bring the necessary documentation back to Council at a future meeting.

**William Alonso**

---

**From:** John Thomas <JThomas@renovateamerica.com>  
**Sent:** Tuesday, October 11, 2016 4:30 PM  
**To:** William Alonso; Mayor Xavier Garcia; Jan Seiden  
**Subject:** Florida Resiliency and Energy District  
**Attachments:** FRED FORM Limited Purpose Party Membership Agreement FINAL 2016.docx; FRED Interloca District Authorization executed.pdf

Gentlemen, Good afternoon;

Thank you for the opportunity to make a presentation to the council at its August 8, 2016 meeting.

In a subsequent email you shared that the city would prefer not to be a founding member of the Florida Resiliency and Energy district, and suggested that you would consider options for your residents in Miami Springs, once our district was created.

I am pleased to report that the Florida Resiliency and Energy District, FRED, has been established. The founding cities are the City of Fernandina Beach and Lake Clarke Shores. Since that time, the Florida Development Finance Corporation -Renovate America Property Assessed Clean Energy, PACE program has been approved by; Broward County, Charlotte County, Leon County and Boynton Beach. We are pending approval in Miami Dade County, Jacksonville/ Duval County, and the City of Orlando. We are scaling our program on a statewide basis and now would like for the City of Miami Springs to add us as one of your providers.

Attached you will find the Limited Party Membership Agreement, and the Inter-local agreement creating the district. Please take the opportunity to review these documents.

We are excited about the opportunity to serve your citizens with our award winning HERO program.

I hope to arrange a call to speak with you all very soon.

My Best;

At the

**John Charles Thomas**  
**Vice President, Market Development, Florida**  
**Renovate America**  
**850 378-6714**

**[www.renovateamerica.com](http://www.renovateamerica.com)**

**[www.heroprogram.com](http://www.heroprogram.com)**

Attachment B

--	--

---

**INTERLOCAL AGREEMENT RELATING TO THE  
CREATION OF THE FLORIDA RESILIENCY AND ENERGY  
DISTRICT, A PROPERTY ASSESSED CLEAN ENERGY  
DISTRICT, AND AUTHORIZING FINANCING PURSUANT  
THERE TO**

**BY AND AMONG**

**THE TOWN OF LAKE CLARKE SHORES, FLORIDA, AND**

**THE CITY OF FERNANDINA BEACH, FLORIDA, AND**

**THE FLORIDA DEVELOPMENT FINANCE CORPORATION, FLORIDA, IN ITS**

**LIMITED CAPACITY DESCRIBED HEREIN**

**AND ANY SUBSEQUENT PARTIES HERETO**

**DATED AS OF \_\_\_\_\_, 2016**

---

## TABLE OF CONTENTS

	Page
SECTION 1.	AUTHORITY FOR INTERLOCAL AGREEMENT ..... 4
SECTION 2.	DEFINITIONS ..... 4
SECTION 3.	INTERPRETATION ..... 6
SECTION 4.	PURPOSE.....6
SECTION 5.	QUALIFYING IMPROVEMENTS ..... 7
SECTION 6.	ENABLING ORDINANCE OR RESOLUTION..... 7
SECTION 7.	DISTRICT BOUNDARIES. DISTRICT ADMISSION ..... 7
SECTION 8.	GOVERNING BOARD OF THE DISTRICT..... 8
SECTION 9.	DECISIONS OF THE BOARD.....8
SECTION 10.	DISTRICT ADMINISTRATION; DISTRICT STAFF AND ATTORNEY; ADMINISTRATORS ..... 8
SECTION 11.	FINANCING AGREEMENT..... 9
SECTION 12.	POWERS OF THE DISTRICT ..... 9
SECTION 13.	TERM ..... 10
SECTION 14.	CONSENT ..... 11
SECTION 15.	NOTICE OF INTENT; IMPOSITION OF ASSESSMENTS; COORDINATION..... 11
SECTION 16.	UNDERLYING POWERS; SEPARATE INTERLOCAL AGREEMENTS ..... 13
SECTION 17.	FEEs AND COSTS..... 13
SECTION 18.	FILING. .... 14
SECTION 19.	LIMITED LIABILITY ..... 14
SECTION 20.	INDEMNIFICATION ..... 15
SECTION 21.	AMENDMENTS ..... 15
SECTION 22.	ASSIGNMENT..... 15
SECTION 23.	EXECUTION IN COUNTERPARTS ..... 15
SECTION 24.	SEVERABILITY..... 15
SECTION 25.	APPLICABLE LAW ..... 15
SECTION 26.	JOINT EFFORT ..... 15
SECTION 27.	EFFECTIVE DATE..... 15
EXHIBIT A	FORM OF PUBLIC HEARING NOTICE FOR RESOLUTION OF INTENT
EXHIBIT B	FORM OF RESOLUTION OF INTENT
EXHIBIT C	FORM OF ANNUAL ASSESSMENT RESOLUTION

**INTERLOCAL AGREEMENT RELATING TO THE CREATION OF  
THE FLORIDA RESILIENCY AND ENERGY DISTRICT, A  
PROPERTY ASSESSED CLEAN ENERGY DISTRICT, AND  
AUTHORIZING FINANCING THERETO**

**THIS INTERLOCAL AGREEMENT** (“Interlocal Agreement”) is made and entered into as of \_\_\_\_\_, 2016, by and among the government units executing the Interlocal Agreement, each one constituting a public agency or legal entity under Part I, Chapter 163, Florida Statutes, , comprising the Town of Lake Clarke Shores, a municipality and local government of the State of Florida and the City of Fernandina Beach, a municipality and local government of the State of Florida (the “Public Agency” or “Public Agencies”) and, in the limited capacity described herein, the Florida Development Finance Corporation, a public body corporate and politic, a public instrumentality and a public agency organized and existing under the laws of the State of Florida (“FDFC”) and, together collective referred to herein as the “Parties” .

**WITNESSETH:**

**WHEREAS**, pursuant to Section 163.08, Florida Statutes, as amended (the “Florida PACE Act”), the Florida Legislature found that in order to make qualifying renewable energy, energy efficiency and conservation and wind resistance improvements more affordable and assist real property owners who wish to undertake such improvements, there is a compelling State of Florida (“State”) interest in enabling property owners to voluntarily finance such improvements with local government assistance; and

**WHEREAS**, under the Florida PACE Act, the Florida Legislature determined that the actions authorized under the Florida PACE Act, including, but not limited to, the financing of qualifying improvements through the execution of financing agreements between property owners and local governments and the resulting imposition of voluntary non-ad valorem assessments are reasonable and necessary to serve and achieve a compelling state interest and are necessary for the prosperity and welfare of the State and its property owners and inhabitants; and

**WHEREAS**, the Town of Lake Clarke Shores, Florida, and the City of Fernandina Beach, Florida, wish to create an entity to finance PACE projects for themselves and for other local governments pursuant to Section 163.08(2)(a); and

**WHEREAS**, the Town of Lake Clarke Shores pursuant to Resolution 16-15 enacted August 23, 2016, approved the form and authorized the execution of this Interlocal Agreement; and

**WHEREAS**, the City of Fernandina Beach, pursuant to Resolution \_\_\_ enacted \_\_\_, 2016, approved the form and authorized the execution of this Interlocal Agreement;

and

**WHEREAS**, the Town of Lake Clarke Shores and the City of Fernandina Beach desire to enter into an agreement under Section 163.01(7), Florida Statutes, to create a special district that constitutes (1) a separate legal entity within the meaning of Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969 (the "Interlocal Act") and (2) a "local government" within the meaning of the Florida PACE Act and (3) a special district in furtherance of the objectives of the Florida PACE Act; and

**WHEREAS**, the separate legal entity created under this Interlocal Agreement shall be known as the Florida Resiliency and Energy District ("the District" or "FRED") which may, pursuant to section 163.08(2)(a), finance energy related or wind-resistant "qualifying improvements" through voluntary assessments; and

**WHEREAS**, the "Interlocal Act" also permits the FDFC and FRED, as public agencies under the Interlocal Act, to enter into interlocal agreements with each other to provide for the performance of service functions to cooperate on a basis of mutual benefit in the best interest of the real property owners within the boundaries of FRED; and

**WHEREAS**, FDFC has determined that there is a substantial need within the State for a financing program which can provide funds to property owners to enable them to finance qualifying improvements under the Florida PACE Act on a cost-effective basis; and

**WHEREAS**, the Florida Legislature determined that FDFC has the authority to issue revenue bonds for the purpose of financing said qualifying improvements pursuant to Section 288.9606(7), Florida Statutes; and

**WHEREAS**, FDFC acts as a special development financing authority that specializes in providing financing support to fund capital projects that support economic development and job creation on a state-wide basis; and

**WHEREAS**, the Florida PACE Act is an economic development tool that provides communities with an additional option for financing, stimulates production of qualifying products, promotes competition, seeks to increase property values, lower energy consumption, mitigate wind damage, and create jobs; and

**WHEREAS**, on December 4, 2015, the FDFC Board of Directors adopted Resolution No. 15-09, as amended and supplemented from time to time (the "Bond Resolution"), authorizing the issuance of revenue bonds ("Bonds") in order to finance qualifying improvements under the Florida PACE Act, which revenue bonds shall be secured by and payable from the proceeds of voluntary non-ad valorem assessments levied against the real properties that are benefitted by such qualifying improvements (the "Assessments"), all in accordance with the provisions of the Florida PACE Act and other

applicable provisions of law and in accordance with FDFC's Property Assessed Clean Energy ("PACE") Program (the "FDFC PACE Program"); and

**WHEREAS**, on July 18, 2014, in accordance with Chapter 75, Florida Statutes, the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida issued an Amended Final Judgment validating the issuance of the Bonds by FDFC and on October 15, 2015, the Supreme Court of the State of Florida affirmed such Final Judgment; and

**WHEREAS**, on December 4, 2015, the FDFC Board of Directors adopted Resolution No. 15-10 setting forth its policies and procedures relating to the FDFC PACE Program; and

**WHEREAS**, on December 4, 2015, the FDFC Board of Directors adopted Resolution No. 15-11 approving Renovate America, Inc. ("Renovate America") as its first PACE administrator for the FDFC PACE Program; and

**WHEREAS**, FDFC anticipates adding other PACE providers as PACE residential and commercial administrators to provide a competitive marketplace in Florida for any potential residential and commercial property owners interested in the FDFC PACE Program; and

**WHEREAS**, FRED and FDFC agree, pursuant to Section 163.01(14), that FRED, as a separate legal entity authorized to facilitate PACE financing pursuant to Section 163.08, Florida Statutes, may contract with FDFC to serve the financing function of the District and therefore serve the property owners of within the District; and

**WHEREAS**, under this Interlocal Agreement, the Parties agree to have the FDFC PACE Program serve as the administrator for the District PACE program; and

**WHEREAS**, the District will utilize the FDFC PACE Program to implement PACE exclusively on behalf of the District and take on all costs and responsibilities for administering and operating the program; and

**WHEREAS**, FDFC will utilize its authority under law to provide, authorize, and issue revenue bonds to finance PACE improvements within and on behalf of property owners within the District; and

**WHEREAS**, FRED will have immediate access to a turnkey FDFC PACE Program which includes \$2,000,000,000 in judicially validated bonding authority for PACE financing and a trained PACE program staff; and

**NOW THEREFORE, THE PARTIES TO THIS INTERLOCAL AGREEMENT AGREE AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR INTERLOCAL AGREEMENT.** This Interlocal Agreement is adopted pursuant to the provisions of the Interlocal Act, the Florida PACE Act, and other applicable provisions of law. At all times prior to and during the term of this Interlocal Agreement, the Town of Lake Clarke Shores, Florida, and the City of Fernandina Beach, Florida, constitute local governments as that term is defined in the Florida PACE Act and the Interlocal Act and the Florida Finance and Development Corporation constitutes a “public agency” as that term is defined in the Florida Interlocal Act. That portion of this Agreement creating the separate legal entity pursuant to Section 163.01(7), Florida Statutes, is among and between the Founding Members, and that portion of the Agreement allowing the FDFC PACE Program to provide the financing duties of the District is pursuant to Section 163.01(14), Florida Statutes.

**SECTION 2. DEFINITIONS.** The following definitions shall govern the interpretation of this Interlocal Agreement:

**“Annual Assessment Resolution” or “Assessment Resolution”** means a resolution or resolutions adopted by the District that (A) imposes new Assessments against those property owners entering into financing agreements with the FDFC under the FDFC PACE Program since adoption of the last Annual Resolution or Assessment Resolution, and (B) approves an electronic assessment roll to be submitted to the Tax Collector for the next tax bill containing the required collection information for all property owners with outstanding Assessments under the FDFC PACE Program, in each case limited to those property owners within the boundaries of the local governments that comprise the District.

**“Assessments”** means the non-ad valorem assessments levied by the District against the properties that are benefitted by the qualifying improvements in accordance with the Florida PACE Act and the FDFC PACE Program.

**“Bond Resolution”** means Resolution No. 15-09 of the FDFC adopted on December 4, 2015 relating to the Bonds and the FDFC PACE Program, as amended and supplemented from time to time.

**“Bonds”** means bonds that are issued by FDFC from time to time pursuant to the Bond Resolution.

**“Contracted FDFC services”** means the services provided by FDFC pursuant to this Interlocal Agreement.

**“District” or “FRED”** means the Florida Resiliency and Energy District (FRED), a Property Assessed Clean Energy special district, and local government formed pursuant to the Interlocal Act, the Florida PACE Act and this Interlocal Agreement.

**"FDFC"** means Florida Development Finance Corporation, a public body corporate and politic, a public instrumentality and a local agency organized and existing under the laws of the State of Florida.

**"FDFC PACE Program"** means the FDFC's Property Assessed Clean Energy (PACE) Program adopted pursuant to the Bond Resolution and its Policies and Procedures.

**"Florida PACE Act"** means Section 163.08, Florida Statutes, as may be amended from time to time.

**"Founding Members"** means the Town of Lake Clarke Shores, Florida, and the City of Fernandina Beach, Florida. The term does not include FDFC.

**"Interlocal Act"** means Section 163.01, Florida Statutes, as amended.

**"Interlocal Agreement"** means this Interlocal Agreement Relating to the creation of the Florida Resiliency and Energy District, a Property Assessed Clean Energy District, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

**"Limited Purpose Party Membership Agreement"** means an agreement between a Subsequent Party and the District defining the terms and conditions of membership within the District.

**"Party" or "Parties"** means the Town of Lake Clarke Shores, Florida, and the City of Fernandina Beach, and the Florida Development Finance Corporation Florida, and their respective assigns; provided, however, the FDFC is a party only for the contracted FDFC services

**"Property Appraiser"** means the county property appraiser for real property within the boundaries of each Founding Member or Subsequent Party.

**"Public Agency"** means cities or counties of the State of Florida, or any Subsequent Party.

**"Resolution of Enactment"** means Resolution No. 16-15 adopted by the Town of Lake Clarke Shores, and Resolution No. \_\_\_\_\_ adopted by the City of Fernandina Beach, authorizing the creation of a PACE program within its boundaries and authorizing the creation of a PACE District by Interlocal Agreement with FDFC finding that the PACE Program provides a special benefit to residential property within its boundaries and authorizing the levy of special assessments on benefited property consistent with the common powers provided in the Interlocal Agreement.

**"Resolution of Intent"** means a resolution adopted by the District pursuant to the

Uniform Assessment Collection Act providing notice to all owners of real property within the boundaries of District that non-ad valorem assessments may be imposed pursuant to the Florida PACE Act and will be collected pursuant to the Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes, if the property owner chooses to utilize the FDFC PACE Program and any FDFC approved PACE administrator to finance qualifying improvements.

**“State”** means the State of Florida.

**“Subsequent Party”** or **“Subsequent Parties”** means additional government units constituting Public Agencies under the Interlocal Act and local governments as defined under the Florida PACE Act which join the District upon application to the District and the affirmative vote of a majority of the Board of Directors for the District and upon execution of a Limited Purpose Party Membership Agreement between the District and a Subsequent Party.

**“Tax Collector”** means the county tax collector for real property within the boundaries of each Founding Member or Subsequent Party.

**“Uniform Assessment Collection Act”** means Sections 197.3632 and 197.3635, Florida Statutes, as amended and supplemented from time to time.

**SECTION 3. INTERPRETATION.** Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Interlocal Agreement; the term “heretofore” shall mean before the effective date of this Interlocal Agreement; and the term “hereafter” shall mean after the effective date of this Interlocal Agreement. This Interlocal Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Interlocal Agreement.

**SECTION 4. PURPOSE.** The purpose of this Interlocal Agreement is for the Founding Members to create the District known as the Florida Resiliency and Energy District (“the District” or “FRED”), pursuant to the Interlocal Act and the Florida PACE Act, and, by also agreeing to contract with the Florida Development Finance Corporation and its FDFC PACE Program, the Resolution of Enactment and the Florida PACE Act to facilitate the financing of qualifying improvements for property owners within the District. The District shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes and a local government within the meaning of the Florida PACE Act.

**SECTION 5. QUALIFYING IMPROVEMENTS.** The District shall allow the financing of qualifying improvements by and through the FDFC PACE Program as defined in Section 163.08, Florida Statutes, under authority of Section 163.01(14), Florida Statutes.

**SECTION 6. ENABLING ORDINANCE OR RESOLUTION.** The Founding Members and Subsequent Parties to this Interlocal Agreement agree to approve and keep in effect such resolutions and ordinances as may be necessary to approve, create and maintain the District. Said ordinances and resolutions shall include all of the provisions as may be required or desirable under the Interlocal Act and the Florida PACE Act for the creation and operation of FRED as a separate legal entity and a local government. The District shall be created upon the execution and delivery of this Interlocal Agreement by the Parties.

**SECTION 7. DISTRICT BOUNDARIES; DISTRICT ADMISSION.**

(A). The boundaries of the District shall initially be the legal boundaries of the Founding Members, and shall be expanded to include all areas within the legal boundaries of, or service area designated by the Limited Purpose Party Membership Agreement entered into by each local government (the "jurisdictional boundaries") that becomes a Subsequent Party to this Interlocal Agreement. As contemplated in this Interlocal Agreement, the District shall levy voluntary assessments on the benefitted properties within the jurisdictional boundaries of the District in order for the FDFC PACE Program to finance the costs of qualifying improvements for those benefitted properties. Upon petition by the landowners of individual residential or commercial properties desiring to be benefitted, those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with the applicable law. Notwithstanding a Founding Member's termination of participation in this Interlocal Agreement, or Subsequent Party's termination of participation, those properties that have received financing for qualifying improvements shall continue to be a part of the District, until such time that all outstanding debt has been satisfied.

(B). To the extent permitted by the Interlocal Act, the District may admit any public agency or local government (as such terms are defined in the Interlocal Act and the Florida PACE Act, respectively) as a Subsequent Party to the District upon application of each public agency or local government to the District and the affirmative vote of a majority of the Board of Directors for the District. This Interlocal Agreement need not be amended to admit any such public agency or local government, and the approval of the respective governing boards of the existing Parties to the District shall not be required to admit a Subsequent Party. Each Subsequent Party shall execute, deliver, duly authorize, and record in the public records of each Subsequent Party a Limited Purpose Party Membership Agreement as a precondition to membership in the District.

**SECTION 8. GOVERNING BOARD OF THE DISTRICT.** The District shall be governed by a governing board (the "Board,") which shall at a minimum be comprised of three (3) individuals, all of whom are elected officials, city managers, or their designees, of the Founding Members, and each representing an individual local government within the jurisdictional boundaries of the Parties to this Interlocal Agreement. The next Subsequent Party to join the District (of, if they decline, the next

Subsequent Party), shall have the option to request to become a member of the Board and replace one member of the [City Commission/City Council/County Commission] that has 2 members on the Board until only one member of each [City Commission/City Council/County Commission] remains on the Board. Notwithstanding the foregoing, the maximum number of members on the Board may be increased by a majority vote of the Board to a maximum of 5 members, with the proviso that as much as possible the composition of Board membership reflect the geographic regions of the state of Florida. After the Board is constituted, the Executive Director may recommend procedures for setting terms, Board qualifications and responsibilities, and the means of appointment of members to the Board. In the event a Board member is no longer eligible or able to serve on the Board, the Public Agency represented by the Board member, so long as it continues to be a Party to this Interlocal Agreement, shall have the right to request appointment of a replacement to fulfill the remaining term of that member. FDFC shall have no right to appoint any member of the Board.

**SECTION 9. DECISIONS OF THE BOARD.** Decisions of the Board shall be made by majority vote of the Board. The Board, upon recommendation of the Executive Director, may adopt rules of procedure for the Board. In the absence of the adoption of such rules of procedure, the most current version of Roberts Rules of Order shall apply to the extent it is not inconsistent with Florida law.

**SECTION 10. DISTRICT ADMINISTRATION; DISTRICT STAFF AND ATTORNEY; ADMINISTRATORS**

(A). Financing. As a condition of this Interlocal Agreement, the Founding Members, and any Party joining the District consents to FDFC and FDFC PACE Program financing for the District, and FDFC as the PACE Program Sponsor agrees to provide a turnkey PACE program for each jurisdiction that is a Party to this Interlocal Agreement. Notwithstanding any other section of this Interlocal Agreement, the Executive Director of FDFC or his or her appointee shall also be the Executive Director of FRED. The Executive Director shall have sole authority to appoint staff, counsel, professionals, consultants, and all other positions to fulfill the functions of the District per the PACE Act for the District, and all costs and expenses shall be borne by FDFC and the District.

(B). Additional Administrators. The Program Development Period, which serves as a soft launch period for the FDFC PACE Program, will end on July 1, 2017, whereby additional qualified administrators for residential PACE programs may be presented to the District. Within 30 days after execution of this Interlocal Agreement, FDFC may present to the District qualified administrators for commercial PACE programs that will be available to serve jurisdictions that are a Party to this Interlocal Agreement. All PACE administrators ("PACE Administrators" or "Administrators") must undergo a vetting process by the FDFC. Once vetted, the PACE Administrators must be presented to the FDFC Board and approved by resolution. In order for an approved PACE provider to provide administrator services through the FDFC PACE Program, it must execute a PACE

Administration Agreement. Each member of the District shall receive notice of all approved PACE Administrators (except for residential PACE Providers during the "soft launch" period above). Notwithstanding any of the foregoing, the only authorized FDFC PACE residential Program Administrator for the District shall be Renovate America until July 1, 2017.

**SECTION 11. FINANCING AGREEMENT.** The Parties agree that FDFC and FRED, and their designees, may enter into financing agreements, pursuant to Section 163.08(8), Florida Statutes, with property owner(s) who obtain financing through the District.

**SECTION 12. POWERS OF THE DISTRICT.** With the approval of a majority vote of the Board, the District may exercise any or all of the powers granted to the District under the Interlocal Act and the Florida PACE Act, which include, without limitation, the following:

(A). To finance qualifying improvements through contracts with property owners in the District, and the District shall impose and levy assessments as a local government in accordance with Section 163.08 to repay the financing received; provided, however, i) FDFC shall provide the form of the financing agreement and ii) that FDFC shall, have independent discretionary authority to authorize and approve the issuance of revenue bonds to finance such improvements without further approval or authorization from the District, and subject to Section 10, to select and approve Program Administrators for the District;

(B). In its own name to make and enter into contracts on behalf of the District;

(C). Subject to Section 10(a), to employ agencies, employees, or consultants for the District;

(D). To acquire, construct, manage, maintain, or operate buildings, works, or improvements for the District;

(E) To acquire, hold, or dispose of property for the District;

(F) To incur debts, liabilities, or obligations, provided, however, that such debts, liabilities, or obligations shall not constitute debts, liabilities, or obligations of the State, FDFC, the Founding Members, or any Subsequent Party to this Interlocal Agreement;

(G) To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the District, the conduct of the business of the District, and the maintenance of records and documents of the District;

- (H) To maintain an office at such place or places as it may designate within the District or within the boundaries of a Party to this Interlocal Agreement;
- (I) To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by the Florida PACE Act, and to accept funding from local, state and federal agencies;
- (J) To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in the Florida PACE Act or Florida statutes governing the District; and
- (K) To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under Florida Statutes and this Interlocal Agreement.

**SECTION 13. TERM.**

(A). This Interlocal Agreement shall remain in full force and effect from the date of its execution; provided, however, that any Party may terminate its involvement in the District and its participation in this Interlocal Agreement upon ten (10) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, the District and this Interlocal Agreement shall continue until such time as all remaining Parties agree to terminate this Interlocal Agreement.

(B). At its discretion, and with reasonable notice, FDFC may terminate its role as FDFC PACE Program Sponsor for the District.

(C). Notwithstanding a Party's termination of participation in this Interlocal Agreement, to ensure continued collection of Assessments for qualifying improvements acquired within the service area of the terminating Party, such terminating Party shall enter into a written agreement with the District for such Party to consent to the levy of annual Assessments by the District or for such party to levy annual Assessments on those properties that have received financing for qualifying improvements within the legal boundaries of the terminating Party, until such time that all outstanding debt related to such qualifying improvements has been satisfied. The proceeds of the Assessments shall be paid to the designee of the District pursuant to such written agreement.

**SECTION 14. CONSENT.** This Interlocal Agreement and any required resolution or ordinance of an individual Party shall be considered the Party's consent to the creation of the District as required by the Interlocal Act and the Florida PACE Act.

**SECTION 15. NOTICE OF INTENT; IMPOSITION OF SPECIAL**

## **ASSESSMENTS; COORDINATION.**

(A) In accordance with the Uniform Assessment Collection Act and the Florida PACE Act, the District hereby agrees to impose Assessments within its jurisdictional boundaries and to utilize the Uniform Assessment Collection Act for collection of such Assessments from each property owner that voluntarily enters into a financing agreement pursuant to the Florida PACE Act and the FDFC PACE Program. Specifically, the District shall:

(1) advertise a public hearing to consider adoption of a Resolution of Intent, thus providing notice to the owners of real property within the jurisdictional boundaries of the District that non-ad valorem assessments may be imposed pursuant to the Florida PACE Act and may be collected pursuant to the Uniform Assessment Collection Act, and such advertisement to be substantially in the form and within the timing requirements set forth in EXHIBIT A attached hereto;

(2) after holding the public hearing referred to in (1) above, adopt a Resolution of Intent, substantially in the form attached hereto as EXHIBIT B, and mail an executed copy to FDFC, the Tax Collector and the Property Appraiser;

(3) enter into a written agreement with the Tax Collector and the Property Appraiser regarding costs associated with use of the Uniform Assessment Collection Act, to the extent such agreement is not already in place;

(4) prior to September 15 of each calendar year, or as frequently as needed adopt an Annual Assessment Resolution or Assessment Resolutions, substantially in the form attached hereto as EXHIBIT C, which imposes new Assessments against those property owners entering into financing agreements with FDFC and FRED since adoption of the last Annual Resolution, and certifies an electronic assessment roll to be submitted to the Tax Collector for the next tax bill, in each case based on information provided by FDFC;

(5) remit Assessment proceeds received on behalf of the District from the Tax Collector directly to the District, FDFC or its designee;

(6) take all actions necessary to enforce collection of the Assessments pursuant to the Uniform Assessment Collection Act; and

(7) on its own behalf and at the request of FDFC, re-impose the Assessments as necessary to the extent required by changes in State law or subsequent judicial decisions.

(B) Each approved Administrator shall be responsible for all other actions required by the Florida PACE Act and their Administration Agreement with FDFC under the FDFC PACE Program, including but not limited to:

(1) assisting each Party to the Interlocal Agreement with preparing all documents required for the District to impose the Assessments pursuant to the Florida PACE Act and the Uniform Assessment Collection Act, including finalization of the documents attached as exhibits hereto and assistance with the written agreement with the Tax Collector and Property Appraiser, if requested by each Party;

(2) providing a copy of the Resolution of Intent, together with any other documents required by the Florida PACE Act or the Uniform Assessment Collection Act, to the Florida Department of Revenue;

(3) ensuring that each property owner that voluntarily enters into a financing agreement with FDFC has met all of the financial and other requirements provided for by the Florida PACE Act and the FDFC PACE Program;

(4) providing the requisite notifications to all real property owners participating in the District;

(5) recording a summary or memorandum of the financing agreement with the property owner in accordance with the Florida PACE Act;

(6) tracking payment information for each property owner participating in the District and maintaining the related assessment rolls for all such participating parcels within the boundaries of the District;

(7) working with the District to ensure the submission of the electronic assessment roll relating to the District each year to the Tax Collector; and

(8) administering all other aspects of the District including the payment of Bonds with proceeds derived from the Assessments,

(C) The District shall fully cooperate and coordinate with the Tax Collector and Property Appraiser with respect to the levying and collection of assessments and comply with all other requirements of the Florida PACE Act and the Uniform Assessment Collection Act.

## **SECTION 16. UNDERLYING POWERS; SEPARATE INTERLOCAL AGREEMENTS.**

(A) For purposes of this Interlocal Agreement and the District, the Parties acknowledge that FDFC currently does not have the power to levy the Assessments. FDFC shall not be a member of the District. FDFC shall be a party to this Interlocal Agreement solely for the purpose of providing turn-key financial and administrative

services through the FDFC PACE Program. The levy of the Assessments within the District is an exercise of the sovereign powers of the Founding Members and Subsequent Parties to this Interlocal Agreement.

(B) In order to maintain the integrity of the Assessments imposed by the District, the FDFC may, at its sole option, terminate its participation in this Interlocal Agreement and enter into a separate Interlocal Agreement or contract which provides the services described herein related to the FDFC PACE Program.

#### **SECTION 17. FEES AND COSTS.**

(A) All fees and costs related to the recording of this Interlocal Agreement, the Resolution of Intent process and any other fees and costs incurred by any Party with respect to the Assessments and the FDFC PACE Program will be paid for solely by FDFC and reimbursed to FDFC through the FDFC PACE Program by the respective FDFC-approved PACE Administrator(s).

(B) To advance the purposes of the Florida PACE Act, to minimize participation costs, and because each property owner is voluntarily undertaking to achieve and underwrite the compelling State interests described in the Florida PACE Act, the District shall seek either (i) the waiver or reduction by the Tax Collector and Property Appraiser of their fees or (b) a flat \_\_\_\_\_ dollar (\$.00) fee per year per tax parcel for such purposes which shall be paid by the District and reimbursed to the District through the FDFC PACE Program by the respective FDFC-approved PACE administrator.

**SECTION 18. FILING.** A copy of this Interlocal Agreement shall be filed by the District for record with the Clerk of the Circuit Court in and for such jurisdictions as may be required by Section 163.01(11), Florida Statutes.

#### **SECTION 19. LIMITED LIABILITY.**

(A) To the extent permitted by Florida Law and subject to the limitations of Section 768.28, Florida Statutes, FDFC shall defend, indemnify and hold each other Party to this Interlocal Agreement, and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or gross negligence of FDFC or its directors, officials, officers, employees and agents in connection with the FDFC PACE Program, including without limitation, the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages. \*Each Party other than FDFC, shall defend, indemnify and hold FDFC and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or

persons, including wrongful death, to the extent arising out of the willful misconduct or grossly negligent acts of such Party or its directors, officials, officers, employees and agents in connection with its obligations under this Interlocal Agreement, including without limitation, the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages. In no event shall any Party's officials, officers or employees be held directly liable for any damages or liability resulting from this Interlocal Agreement. All Subsequent Party or Subsequent Parties' liabilities shall be governed by the Limited Purpose Party Membership Agreement.

(B) No Party or any agent, board member, officer, official, advisor or employee of such Party shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except to the extent provided in Section 19(A) above, or for any act of omission or commission by any other Party hereto or its agents, officers, officials or employees. The terms of this Section 19 shall survive termination or expiration of this Interlocal Agreement.

(C) Neither this Interlocal Agreement nor any Bonds issued by FDFC on behalf of the District under the FDFC PACE Program shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of FRED, FDFC, or any Party, the State of Florida, or any political subdivision or agency thereof. The issuance of any Bonds by FDFC on behalf of the FDFC PACE Program shall not directly, indirectly, or contingently obligate any Party, FDFC, the State of Florida, or any political subdivision or agency thereof to levy or to pledge any form of taxation whatsoever therefor, or to make any appropriation for their payment.

(D) The District, FDFC, and each Party are and shall be subject to Sections 768.28 and 163.01(9), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**SECTION 20. INDEMNIFICATION.** To the extent permitted by Florida Law and subject to the limitations of Section 768.28, Florida Statutes, the Parties agree that the Limited Purpose Party Membership Partnership Agreement for the District shall always indemnify and hold harmless FDFC, the Parties, and the District. The Parties understand and acknowledge that the indemnification provisions included in the Administrative Agreement between FDFC and its approved Administrators extend to each Party and Subsequent Party which are members of the District.

**SECTION 21. AMENDMENTS.** This Interlocal Agreement may be amended only by a writing approved by each Party.

**SECTION 22. ASSIGNMENT.** This Interlocal Agreement may be assigned, in whole or in part, by any Party at any time with the prior written consent of each other

Party hereto, which consent shall not unreasonably be withheld.

**SECTION 23. EXECUTION IN COUNTERPARTS.** This Interlocal Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**SECTION 24. SEVERABILITY.** In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

**SECTION 25. APPLICABLE LAW.** This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**SECTION 26. JOINT EFFORT.** The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**SECTION 27. EFFECTIVE DATE.** This Interlocal Agreement shall become effective on the later of (A) the date hereof, or (B) the date the last Founding Member and FDFC executes this Interlocal Agreement and the filing requirements of Section 17 hereof are satisfied.

[SIGNATURE PAGES FOLLOW]

[PUBLIC AGENCY SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Town of Lake Clarke Shores, Florida by its Mayor, its seal affixed hereto, as attested by its Clerk as of the 31<sup>st</sup> day of August, 2016.

ATTEST:

By: Mary Pinkerman



TOWN OF LAKE CLARKE SHORES, FLORIDA

By: [Signature]  
Robert M.W. Shalhoub, its Mayor

APPROVED AS TO FORM

By: [Signature]  
Charles F. Schoech, Town Attorney

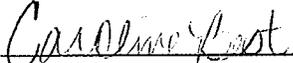
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City of Fernandina Beach, Florida by its Mayor and City Manager, its seal affixed hereto, as attested by its City Clerk as of the 6<sup>th</sup> day of September, 2016.

**CITY OF FERNANDINA BEACH, FLORIDA**

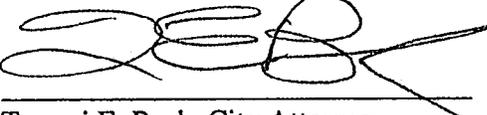
  
\_\_\_\_\_  
John A. Miller  
Mayor/Commissioner

  
\_\_\_\_\_  
Dale L. Martin, City Manager

ATTEST:

  
\_\_\_\_\_  
Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Tammi E. Bach, City Attorney

**IN WITNESS WHEREOF**, this Interlocal Agreement has been executed by and on behalf of the City of Fernandina Beach, Florida by its Mayor, its seal affixed hereto, as attested by its Clerk as of the            day of, 2016.

, **FLORIDA**

(SEAL)  
ATTEST:

By:  
, its

APPROVED AS TO FORM AND CORRECTNESS

By:  
, Public Agency Attorney

[FDFC SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FDFC by the authorized signatory identified below.

**FLORIDA DEVELOPMENT FINANCE CORPORATION**



By: \_\_\_\_\_  
Name: BILL SPIVEY  
Title: EXECUTIVE DIRECTOR

## EXHIBIT A

### FORM OF PUBLIC HEARING NOTICE FOR RESOLUTION OF INTENT

#### NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The Florida Resiliency and Energy District (the "District" or "FRED") hereby provides notice, pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied by it over a number of years to fund the cost of qualifying renewable energy, energy efficiency and conservation and wind resistance improvements for those property owners who wish to undertake such improvements within the jurisdictional boundaries of the District as authorized by Sections 163.08 and 197.3632, Florida Statutes, which will allow such assessments to be collected annually, commencing in November 20[17], in the same manner as provided for ad valorem taxes.

The Governing Board of the District will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by Sections 163.08 and 197.3632, Florida Statutes, at a public hearing to be held on [PUBLIC HEARING DATE] at [PUBLIC HEARING TIME], or as soon thereafter as the matter may be heard, in the [STREET ADDRESS OF PUBLIC HEARING LOCATION]; Florida. Such resolution will state the need for the levy by the District and will contain a legal description of the boundaries of the District. Copies of the proposed form of resolution may be obtained from [CONTACT AND PHONE NUMBER]. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the Governing Board of the District with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the [ADA CONTACT DEPARTMENT, ADDRESS AND PHONE NUMBER] prior to the date of the hearing.

Publication Dates (may vary based on publication frequency):

[once, 28 days prior to the public hearing]

[once, 21 days prior to the public hearing]

[once, 14 days prior to the public hearing]

[once, 7 days prior to the public hearing]

**EXHIBIT B**

**FORM OF RESOLUTION OF INTENT**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF FLORIDA RESILIENCY AND ENERGY DISTRICT ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN ITS JURISDICTIONAL BOUNDARIES; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Florida Resiliency and Energy District ("FRED") is contemplating the imposition of special assessments to fund the cost of qualifying renewable energy, energy efficiency and conservation and wind resistance improvements for those property owners who wish to undertake such improvements within its jurisdictional boundaries as authorized by Sections 197.3632 and 197.3635, Florida Statutes (the "PACE Assessments"); and

**WHEREAS**, FRED intends to use the uniform method for collecting the PACE Assessments because this method will allow such special assessments to be collected annually commencing in November 20[17], in the same manner as provided for ad valorem taxes; and

**WHEREAS**, FRED held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A and incorporated herein by reference.

**NOW, THEREFORE BE IT RESOLVED:**

1. Commencing with the Fiscal Year beginning on October 1, 20[17], and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by FRED, FRED intends to use the uniform method of collecting non-ad valorem assessments authorized in sections 197.3632 and 197.3635, Florida Statutes, as amended, for collecting the PACE Assessments within its jurisdictional boundaries. A legal description of such area subject to the assessment is attached hereto as Exhibit A and incorporated herein by reference.

2. FRED hereby determines that the levy of the PACE Assessments is needed to fund the cost of qualifying renewable energy, energy efficiency and conservation and wind resistance improvements for those property owners who wish to undertake such improvements within its jurisdictional boundaries.

3. Pursuant to Section 163.08(4), Florida Statutes, the property appraiser(s) and the tax collector(s) serving the area within the jurisdictional boundaries of FRED have agreed that FRED may have until August 15, 20[17] to adopt this Resolution, such agreements being attached hereto as Exhibit B and incorporated herein by reference.]

4. Upon adoption, the Secretary of FRED is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the applicable tax collector, and the applicable property appraiser by [August 15, 20[17]].

5. This Resolution shall be effective upon adoption.

DULY ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20[16].

**[FLORIDA RESILIENCY AND ENERGY DISTRICT SIGNATURE PAGE TO  
INTERLOCAL AGREEMENT]**

**IN WITNESS WHEREOF**, this Interlocal Agreement has been executed by and on behalf of the FRED by the authorized signatory identified below.

**FLORIDA RESILIENCY AND ENERGY  
DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT C**

**FORM OF ANNUAL ASSESSMENT RESOLUTION**

[TO COME]

Attachment C

This instrument was prepared by or under the supervision of (and after recording should be returned to):

[INSERT COUNSEL TO FRED]  
[INSERT ADDRESS 1]  
[INSERT ADDRESS 2]  
[INSERT CITY, STATE ZIP]

(SPACE reserved for Clerk of Court)

**LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND [NAME OF LOCALITY]**

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_, 2016 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and [NAME OF LOCALITY], a political subdivision of the State of Florida (the "[TOWN/CITY/COUNTY]") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the [TOWN/CITY/COUNTY].

**NOW, THEREFORE**, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to facilitate the financing of qualifying improvements through a PACE program, in accordance with Section 163.08, Florida Statutes (the "Qualifying Improvements"), and provide an efficient process for real property owners within the legal boundaries of the [TOWN/CITY/COUNTY] to access the Florida Development Finance Corporation (FDFC) PACE Program (the "FDFC PACE Program") and permit FRED to levy assessments for the FDFC PACE Program within such legal boundaries.
2. Parties to the Interlocal Agreement. The Interlocal Agreement, dated \_\_\_\_\_, 2016 (the "Interlocal Agreement") between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property, is hereby supplemented and amended on the date last signed below by this Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the [TOWN/CITY/COUNTY] as a Party (by virtue of becoming a Subsequent Party), as those terms are defined in the Interlocal Agreement. In the event of any conflict between the Interlocal Agreement and this Agreement, this Agreement shall control the rights and obligations of the Parties.

3. Rights of Parties. FRED, together with its member Parties, and the [TOWN/CITY/COUNTY], with the intent to be bound thereto, hereby agree that the [TOWN/CITY/COUNTY] shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the [TOWN/CITY/COUNTY], as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the [TOWN/CITY/COUNTY].
4. Finding of Special Benefit and Levy of Special Assessments. The [TOWN/CITY/COUNTY] hereby finds and acknowledges that access to financing for Qualifying Improvements through the FDFC PACE Program provides a special benefit to real property within its legal boundaries which special benefit is secured by the imposition, levy, apportionment and collection of non-ad valorem special assessments consistent with the common powers provided in this Agreement. FRED and the [TOWN/CITY/COUNTY] acknowledge and agree that the non-ad valorem special assessments arising from a property owner's voluntary participation in the FDFC PACE Program shall be levied by FRED on behalf of the [TOWN/CITY/COUNTY] and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.
5. Qualifying Improvements. FRED may provide access to financing for "Qualifying Improvements" to real property within the legal boundaries of the [TOWN/CITY/COUNTY], in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and [TOWN/CITY/COUNTY] law.
6. Financing Agreement. Before extending any financing or subjecting any participating real property within the legal boundaries of the [TOWN/CITY/COUNTY] to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, pursuant to the Section 163.08, Florida Statutes and this Agreement, shall enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the [TOWN/CITY/COUNTY] who qualify for financing through FRED.
7. Boundaries of the FDFC PACE Program. For the limited purposes of administering the FDFC PACE Program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the [TOWN/CITY/COUNTY], which legal boundaries may be limited, expanded, or more specifically designated from time to time by the [TOWN/CITY/COUNTY]. Notice of such changes shall conform to procedures designated by the District.
8. Eligible Properties. Within the legal boundaries of the [TOWN/CITY/COUNTY], improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the FDFC PACE Program within the limits otherwise prescribed in Section 163.08, Florida Statutes.

9. Survival of Special Assessments. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the [TOWN/CITY/COUNTY] to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the [TOWN/CITY/COUNTY] described in paragraph 4 above. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the [TOWN/CITY/COUNTY] as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.
10. Term. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the [TOWN/CITY/COUNTY] ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the [TOWN/CITY/COUNTY] referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the FDFC PACE Program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.
11. Consent. This Agreement, together with the resolution by the governing board of the [TOWN/CITY/COUNTY] approving this Agreement, shall be considered the Parties' consent to authorize FRED to exercise its powers pursuant to Section 163.08, Florida States and to provide access for the FDFC PACE Program to operate within the legal boundaries of the [TOWN/CITY/COUNTY], as required by Section 163.08, Florida Statutes.
12. [TOWN/CITY/COUNTY] Coordinator. The [DEPARTMENT/OFFICE] within the [TOWN/CITY/COUNTY] shall serve as the [TOWN/CITY/COUNTY]'s primary point of contact and coordinator. The [TOWN/CITY/COUNTY] will advise FRED of any changes to the [TOWN/CITY/COUNTY]'s primary contact and coordinator within 30 days of such changes.
13. Limited Obligations. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the [TOWN/CITY/COUNTY]. To the extent that FRED or FDFC issues bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the [TOWN/CITY/COUNTY]. The issuance of such bonds shall not directly or indirectly or contingently obligate the [TOWN/CITY/COUNTY] to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial

limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the [TOWN/CITY/COUNTY]. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the [TOWN/CITY/COUNTY] is not an obligated party, and also adequately disclose material attendant risks with the FDFC PACE Program.

14. Agreements with Tax Collector and Property Appraiser. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the [TOWN/CITY/COUNTY], which shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the [TOWN/CITY/COUNTY]. If required by the tax collector and property appraiser, the [TOWN/CITY/COUNTY] agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.
15. Opinion of Bond Counsel. FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that the FDFC PACE Program's structure complies with the bond validation judgment and the underlying bond documents.
16. Agents of FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable [TOWN/CITY/COUNTY], state and federal laws.
17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

**If to FRED:**

The Florida Resiliency and Energy District  
c/o Florida Development Finance Corporation  
William "Bill" F. Spivey, Jr.  
Executive Director  
800 N. Magnolia Avenue, Suite 1100  
Orlando, Florida 32803  
407.956.5695 (t)  
[bspivey@fdpcbonds.com](mailto:bspivey@fdpcbonds.com)

and Issuer's Counsel with Broad and Cassel  
Joseph Stanton, Esq.  
Bank of America Center  
390 North Orange Avenue  
Suite 1400  
Orlando, FL 32801-4961  
407.839.4200 (t)

jstanton@broadandcassel.com

**If to [TOWN/CITY/COUNTY]:**  
[TOWN/CITY/COUNTY] Coordinator,  
[INSERT CONTACT INFORMATION]

18. Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the [TOWN/CITY/COUNTY] and FRED or other delegated authority authorized to execute same on their behalf.
19. Joint Effort. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
20. Merger. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
21. Assignment. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
22. Third Party Beneficiaries. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.
23. Records. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
24. Recording. This Limited Purpose Party Membership Agreement shall be filed by FRED with the Clerk of the Circuit Court in the Public Records of the [TOWN/CITY/COUNTY] and recorded in the public records of the [TOWN/CITY/COUNTY] as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

25. Severability. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
26. Effective Date. This Agreement shall become effective upon the execution by both Parties hereto.
27. Law, Jurisdiction, and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the \_\_\_\_\_ Judicial Circuit in and for [NAME OF COUNTY], Florida, the United States District Court for the [Northern][Middle][Southern] District of Florida or United States Bankruptcy Court for the [Northern][Middle][Southern] District of Florida, as appropriate.
28. Sovereign Immunity. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2016.

[NAME OF LOCALITY], FLORIDA

By: \_\_\_\_\_  
[TOWN/CITY/COUNTY] Mayor or Designee  
Date

For the [ ] of [TOWN/CITY/COUNTY]  
[NAME OF LOCALITY],

Attest:

By: \_\_\_\_\_  
Deputy Clerk Date

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

FLORIDA DEVELOPMENT FINANCE CORPORATION on behalf of FLORIDA RESILIENCY AND ENERGY DISTRICT

By: \_\_\_\_\_  
William "Bill" F. Spivey, Jr.  
Executive Director

Attachment D

RESOLUTION NO. 2016-

**A RESOLUTION OF THE BOARD OF [CITY/COUNTY] COMMISSIONERS OF [CITY/COUNTY], FLORIDA, ("BOARD") AUTHORIZING FINANCING OF PROPERTY ASSESSED CLEAN ENERGY ("PACE") IMPROVEMENTS WITHIN [NAME OF] CITY/COUNTY; PROVIDING FOR PACE PROVIDER LEVY OF NON-AD VALOREM ASSESSMENTS, THIRD-PARTY ADMINISTRATION, FINANCING AGREEMENTS, AND APPROVAL OF PACE PROVIDER AGREEMENTS; DIRECTING STAFF TO EVALUATE ADDITIONAL PACE PROVIDERS; ESTABLISHING STANDARDS FOR EVALUATING ADDITIONAL PACE PROVIDERS; DIRECTING STAFF TO NEGOTIATE WITH ADDITIONAL PACE PROVIDERS; AND DIRECTING STAFF TO PRESENT FUTURE PACE PROVIDER AGREEMENTS FOR BOARD CONSIDERATION; AND PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the state of Florida has declared it the public policy of the state to develop energy management programs aimed at promoting energy conservation and protecting properties from wind damage; and

**WHEREAS**, Section 163.08, Florida Statutes, authorizes local governments in Florida to provide programs either individually, or by a separate legal entity formed by a partnership of local governments, that allow property owners to voluntarily finance energy efficiency, renewable energy, or wind resistance improvements ("Qualifying Improvements"); and

**WHEREAS**, the Florida Resiliency and Energy District ("FRED" or "the District") is a separate legal entity of local governments pursuant to Section 163.01(7), Florida Statutes, to offer Qualifying Improvements; and

**WHEREAS**, the PACE Providers' Interlocal Agreements allow for additional members to join the District and the District and provide for the retention of third-party administrators; and

**WHEREAS**, the PACE Providers each retain a third-party PACE administrator pursuant to Section 163.08(6), Florida Statutes, that acts on behalf of and at the discretion of each PACE Provider; and

**WHEREAS**, [Name of] [City/County] desires to join the District to allow its PACE Providers to provide financing for Qualifying Improvements to [Name of] [City/County] residents and businesses on a nonexclusive basis; and

**WHEREAS**, a proposed Limited Purposed Party Membership Agreement with the District is attached as Exhibit "A;" and

**WHEREAS**, the proposed agreement does not provide for the District to be the exclusive PACE Provider for the [City/County], and [Name of] [City/County] desires to negotiate with additional PACE Providers that meet the evaluation standards herein, which were also used to which reflect substantially similar standards as those used to evaluate the District; and

**WHEREAS**, Subsection 163.08(4), Florida Statutes, makes Qualifying Improvement applications, non-ad valorem assessments, and financing agreements subject to local government ordinance or resolution; and

**WHEREAS**, [Name of] [City/County] desires to authorize the PACE Providers to accept applications, establish and utilize a non-ad valorem assessment process, and enter into financing agreements with property owners within the [City/County];

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF [CITY/COUNTY] COMMISSIONERS OF [NAME OF] [CITY/COUNTY], FLORIDA:**

Section 1. The recitations above are true and accurate, and are incorporated herein.

Section 2. The Board of [City/County] Commissioners of [Name of] [City/County], Florida, ("Board") hereby authorizes the Florida Resiliency and Energy District to accept applications for and finance Qualifying Improvements within [Name of] [City/County]'s [incorporated] [and] [or] [unincorporated] areas on a nonexclusive basis.

Section 3. The Board hereby approves the agreement with the District, and authorizes the [name of official] to execute the agreements.

Section 4. The Board finds that FRED has complied with the following criteria:

1. That the PACE Provider or third-party PACE administrator has experience in administering similar PACE programs.
2. That the PACE Provider or third-party PACE administrator has sufficient financial, administrative, and operational resources to expand into the [City/County]
3. That the PACE Provider has judicially validated bonding authority sufficient to expand into the [City/County].
4. That the PACE Provider or third-party PACE administrator will comply with the latest version of the PACENation consumer protection policies.

Section 5. The Board directs staff to evaluate additional PACE Providers interested in offering Qualifying Improvements within [Name of] [City/County] under the proposed PACE Provider standards in Section 4 above, to negotiate with PACE Providers meeting those criteria, and to present future PACE Provider agreements for Board consideration.

Section 6. The Board hereby authorizes the [City/County] [Administrator/Manager] and the [City/County] Attorney to take such actions and execute such other documents as may be necessary in furtherance of the purposes set forth in this Resolution and in the agreement by which the [City/County] joins the District.

Section 6. SEVERABILITY.

If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

Section 7. EFFECTIVE DATE.

This Resolution shall become effective upon adoption.

ADOPTED this day of , 2016.

Approved as to form and legal sufficiency:

\_\_\_\_\_, [City/County] Attorney

By \_\_\_/s/ \_\_\_\_\_ 06/01/16



# AGENDA MEMORANDUM

**Meeting Date:** 10/24/2016

**To:** The Honorable Mayor Xavier Garcia and Members of the City Council

**From:** William Alonso, City Manager 

**Subject:** Discussion of proposal to install tiki-huts along the Ludlum Canal

---

Councilman Billy Bain requested that Council consider the feasibility of installing tiki-huts along the Ludlum Canal similar to the two that have been installed by Virginia Gardens. Attached are pictures of the larger units (10'x15') placed on the Ludlum canal (attachment A), as well as a smaller unit (4'x8') placed by their tot lot (attachment B).

We contacted the vendor that was used by Virginia Gardens and they provided an estimate of \$3750 for the large unit and \$1500 for the smaller unit, we have also estimated the cost of the concrete slab at \$3000 for the large unit and \$2,000 for the small unit. The total cost for each unit would be approx. \$7,000 for the large unit and \$4,000 for the small unit. These prices would include a picnic table and trash receptacle for each unit.

Tom Nash and I surveyed the area and determined that the following areas will accommodate either size unit:

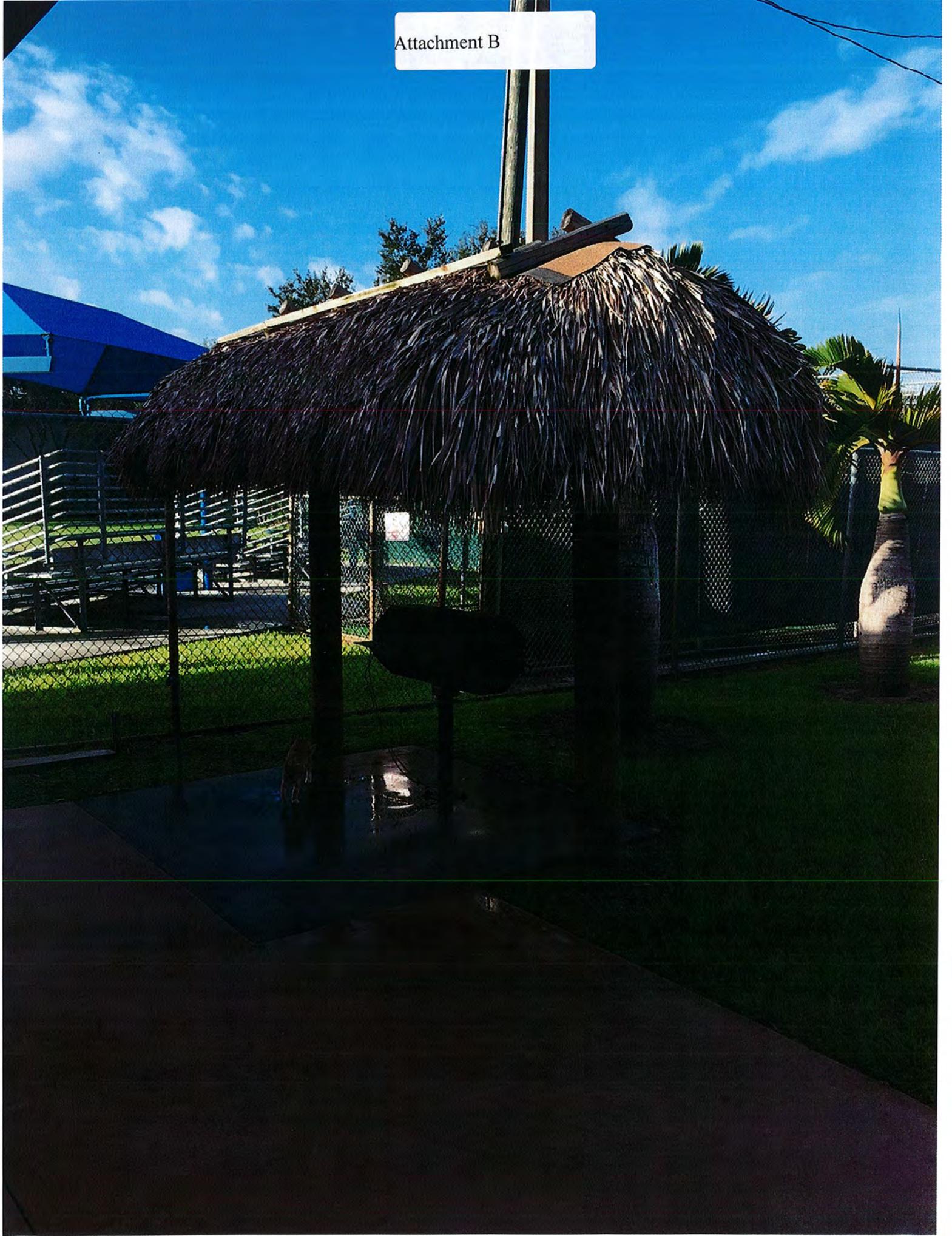
- 1) Ludlum between Hough Dr and Linwood
- 2) Ludlum @ Plover
- 3) Ludlum @ Raven
- 4) Ludlum @ Starling

If Council approves this project, funding is available from the FY16-17 surplus of approx. \$64,000.

Attachment A



Attachment B





# AGENDA MEMORANDUM

**Meeting Date:** 10/24/2016

**To:** The Honorable Mayor Xavier Garcia and Members of the City Council

**Via:** William Alonso, City Manager

**From:** Erika Gonzalez-Santamaria, City Clerk

**Subject:** Canceling/Rescheduling the November 28<sup>th</sup> and December 26<sup>th</sup> Council Meetings

---

**Recommendation:** Request that Council consider the cancellation or rescheduling of the Regular Council meetings of Monday, November 28<sup>th</sup> and Monday, December 26<sup>th</sup>

**Discussion/Analysis:** The Thanksgiving holiday falls on Thursday, November 24<sup>th</sup> and Friday, November 25<sup>th</sup> and City Hall will be closed on Monday, December 26<sup>th</sup> in observance of the Christmas Holiday. In the past, the City Council has canceled the second meetings in November and December and resumed the regular schedule in January.

**Fiscal Impact (If applicable):** Canceling or rescheduling the Council meeting does not have a fiscal impact.

**Submission Date and Time:** 10/19/2016 3:16 PM