



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Xavier M. Garcia

Vice Mayor Jaime A. Petralanda
Councilman Billy Bain

Councilman Michael Windrem
Councilman George V. Lob

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 13, 2014 – 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 Springview Elementary will lead the audience in the Pledge of Allegiance and Salute to the Flag

3. Awards & Presentations:

A) Yard of the Month – October 2014 – Rogelio and Terry del Rio – 225 Requette Drive

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.

5. Approval of Council Minutes:

- A) September 22, 2014 – Regular Meeting
- B) October 1, 2014 – Special Meeting

6. Reports from Boards & Commissions: None

7. Public Hearings:

A) Ordinance – 2nd Reading – An Ordinance Of The City Council Of The City Of Miami Springs Amending Code Of Ordinance Section 35.52, Membership; To Provide Any Chief Of Police The Option Of Joining The City's Police And Fireman Pension Plan; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

B) Ordinance – 2nd Reading – An Ordinance Of The City Council Of The City Of Miami Springs, Amending The Miami Springs Police And Firefighters' Retirement System; Implementing The Pension Plan Changes Contained In The 2014 – 2017 Collective Bargaining Agreement Between The City And Fraternal Order Of Police; Amending Code Of Ordinance Section 35-51, Definitions; Amending Code Of Ordinance Section 35-53, Benefit Amounts And Eligibility;

Amending Code Of Ordinance Section 35-55, Contributions; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Providing An Effective Date

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

- A) Approval of the City Attorney's Invoice for September 2014 in the Amount of \$13,540.50

The following are Building Department related items:

B) Recommendation by Bldg. & Code Compliance that Council waive the competitive bid process and approve an expenditure to Angel M. Alvarez, in an amount not to exceed \$58,000.00, on an as needed basis for Roofing Plan Reviews and Roofing/Building Inspections as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

C) Recommendation by Bldg. & Code Compliance that Council waive the competitive bid process and approve an expenditure to M. Jurado and Associates, in an amount not to exceed \$10,000.00, on an as needed basis for Mechanical Plan Reviews and Inspections as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

D) Recommendation by Bldg. & Code Compliance that Council waive the competitive bid process and approve an expenditure to Orlando L. Blanco, in an amount not to exceed \$7,500.00, on an as needed basis for Structural and Engineering Plan Reviews as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

The following are City-wide related Items:

E) Recommendation by Public Works that Council approve an expenditure to Southern Waste Systems, in an amount not to exceed \$ 13,136.28, for citywide garbage and recycling container pickup services, as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period

F) Recommendation by Public Works that Council approve an expenditure to Kelly Janitorial, in an amount not to exceed \$ 31,672.00 for four months of janitorial cleaning services citywide as the contract is up for renewal in January 2015, as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period

G) Recommendation by Finance- Professional Services department that Council approve an expenditure to Toshiba, in an amount not to exceed \$16,635.00 for copier lease services citywide and a printer program services that includes maintenance service and cartridges for certain desktop printers citywide, as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period

H) Recommendation by City Clerk that Council approve an expenditure to Miami Herald, as a sole source provider , on an "as needed basis" in the amount of \$ 10,000.00, for larger circulations of notifications as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

The following are City-wide related Items (continued):

I) Recommendation by staff that Council approve an expenditure to River Cities Gazette, as a sole source provider, in an amount not to exceed \$ 17,000.00, 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 and for the annual directory, as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

J) Recommendation by staff that Council approve an expenditure to Daily Business Review, as a sole source provider, in an amount not to exceed \$ 13,400.00, for providing greater coverage 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 funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

The following are City Clerk's Department related items:

K) Recommendation by City Clerk that Council authorize the execution of a contract to Advance Data Solutions, utilizing State of contract # 973-561-010-1, in the amount of \$6,100.00, for Laserfiche Document Imaging System, including software (\$3,500.00), annual maintenance (\$800.00), installation and training (\$1,200.00), and six hours additional training (\$600.00), as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code

L) Recommendation by City Clerk that Council approve an expenditure to International Data Depository (IDD), in an amount not to exceed \$10,000.00, for document storage and management services, as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period

The following are Police related items:

M) Recommendation by the Police Department that Council approve an expenditure to AT&T Mobility, utilizing Western States Contracting Alliance #NV w4-2001 (Piggyback Government Contract: Current Expiration 10/31/16), in an amount not to exceed \$12,000.00, for wireless connectivity/modem card connections for Mobile Data terminals (laptops in police vehicles), as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E) (5) of the City Code

N) Recommendation by the Police Dept. that Council waive the competitive bid process and approve an expenditure to Miami Lakes Veterinary Clinic, in an amount not to exceed \$7,000.00, for veterinary services for the two police canines, as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E) (6) (g) of the City Code

O) Recommendation by the Police Department that Council approve an expenditure to USA Software, Inc., in the amount of \$17,423.45, for annual software support and maintenance contract renewal, as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E) (6) (c) of the City Code

The following are City Manager related items:

P) Recommendation by City Manager that Council approve an expenditure to Becker & Poliakoff, P.A. (Formerly The Fuentes & Rodriguez Consulting Group), paid in three equal payments in an amount not to exceed \$45,000.00, for consulting and lobbying services, as funds were approved in the FY14/15 Budget, and pursuant to the contract renewal option provided by the city's existing contract/contract vendor for an additional one year period

The following are I. T. Department related items:

Q) Recommendation by Information Technology that Council approve an expenditure to Sungard Public Sector, Inc. in an amount not to exceed \$121,776.00 for offsite ASP hosting for Sungard, as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period

The following are Golf Department related items:

R) Recommendation by Golf that Council approve an expenditure to Greens Grade Inc., on an "as needed basis" in the amount of \$ 432,000.00, for golf course labor services as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period

S) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Neff Rentals, utilizing Miami Dade County contract # 84465/17-1, on an "as needed basis" in the amount of \$20,000.00, for rental of a tractor and lift equipment as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code

T) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Harrell's LLC, utilizing Miami Dade County contract # 9020-1/19 and 9020-1/19-1, on an "as needed basis" in the amount of \$30,000.00, for soluble fertilizers as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code

U) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Howard's Fertilizer, utilizing Miami Dade County contract # 9020-1/19 and 9020-1/19-1, on an "as needed basis" in the amount of \$90,000.00, for pre-emergent fertilizers as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code

V) Recommendation by Golf that Council approve an expenditure to US Lubricants, the lowest responsible quote, on an "as needed basis" in the amount of \$ 60,740.00, for fuel for the golf equipment and golf carts as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (C)(2) of the City Code

W) Recommendation by Golf that Council approve an expenditure to Hector Turf, as a sole source provider , on an "as needed basis" in the amount of \$ 25,000.00, for golf course equipment repairs and parts as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

X) Recommendation by Golf that Council approve an expenditure to Foot Joy, as a sole source provider , on an "as needed basis" in the amount of \$ 12,000.00, for golf apparel, gloves and shoes for resale at the golf shop as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

Y) Recommendation by Golf that Council approve an expenditure to Titleist, as a sole source provider, on an "as needed basis" in the amount of \$ 15,000.00, for golf merchandise, golf balls, driving range balls, caps and gloves for resale at the golf shop as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

The following are Golf Department related items: (continued)

Z) Recommendation by Golf that Council approve an expenditure to Miami Herald, as a sole source provider , on an "as needed basis" in the amount of \$ 10,000.00, for marketing and advertising the golf course as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

AA) Recommendation by Golf that Council approve an expenditure to Ultimate Corp, as a sole source provider, on an "as needed basis" in the amount of \$ 15,000.00, for seasonal advertising of the golf course with the University of Miami, Miami Dolphins and the Miami Heat as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

BB) Recommendation by Golf that Council authorize the issuance of a Purchase Order to Florida Superior Sand, utilizing Miami Dade County Bid # 9408-1/14-1, on an "as needed basis" in the amount of \$50,000.00, for medium grade sand as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code

The following are Public Works Department related items:

CC) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Lowes, utilizing a cooperative purchase with GSA contract # GS-21F-0039X, on an "as needed basis" in the amount of \$ 20,000.00, for building maintenance supplies, as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code

DD) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Miami Tiresoles, utilizing Miami Dade County contract # 14/15-06-0131, on an "as needed basis" in the amount of \$ 35,000.00, for tires, as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code

EE) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Hydraulic Sales and Service, utilizing Miami Dade County contract # 7271-0/18, on an "as needed basis" in the amount of \$15,000.00, for hydraulic parts and repairs, as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code

FF) Recommendation by Public Works that Council approve an expenditure to South Florida Maintenance (SFM), in an amount not to exceed \$ 18,720.00, for street sweeping services as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period

GG) Recommendation by Public Works that Council approve an expenditure to Raydel Landscaping, in an amount not to exceed \$ 63,000.00, for landscaping maintenance services as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract under ITB #04-11/12 for an additional one year period

HH) Recommendation by Public Works that Council approve an expenditure to Raydel Landscaping, in an amount not to exceed \$ 105,000.00, for tree trimming, removal and disposal services as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract under ITB #04-11/12 for an additional one year period

The following are Public Works Department related items (continued):

II) Recommendation by Public Works that Council approve an expenditure to Trak Engineering, as a sole source provider, in the amount of \$18,319.25, for updating our fuel tracking system as funds were approved in the FY 14/15 Budget, pursuant to Section 31.11 (E)(6)(c) of the City Code

The following are Recreation Department related items:

JJ) Recommendation by Recreation Department that Council approve an expenditure to South Florida Maintenance Services (SFM), Inc., the lowest responsible quote of \$79,716.00, for field maintenance to Prince Field, Stafford Park and Peavy Dove Athletic Fields as funds are in the FY 14/15 Budget, pursuant to Section §31.11 (C) (2) of the City Code

9. Old Business:

A) Discussion of setting a date for a special meeting for the presentation of the Design Criteria Package by Bermello & Ajamil (B&A)

B) Appointments to Advisory Boards by the Mayor and Council Members

10. New Business:

A) Resolution – A Resolution of the City of Miami Springs Providing For the First Amendment to the FY2014-15 General Fund and Special Revenue and Capital Projects Fund Budgets; by Re-appropriating Reserved Fund Balances to Fund Open Encumbrances through September 30, 2014; Effective Date

B) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Second Budget Amendment To The FY 2014-2015 Budget; By Transferring Funds From The Finance Department Budget To The Police Department Budget To Cover Legal Costs Associated With The New Police Contract And Budgeting For Phase Two Maintenance Costs For The Stafford Park Rehabilitation Project Within The City General Fund Budget; Providing Intent; Specifying Compliance With Budgetary Processes And Procedures; Effective Date

C) Approval of New Lease Agreement with the School Board of Miami-Dade County for Stafford Park

D) Approval of Sublease Agreement with the Miami Springs Historical Society for facility located at Stafford Park

E) Approval of Miami Springs Police Agreement

F) Consideration of the Board of Parks and Parkways Recommendations for the Yard of the Month Awards

G) At the direction of Council, the Administration recommends that the approximate \$41,000 General Fund savings generated by the Aetna health insurance renewal be used to provide almost all full time General employees (excludes Uniformed Police and Assistant Department Heads and above) with a 2% pay raise.

11. Other Business:

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

12. Reports & Recommendations:

- A) City Attorney
- B) City Manager
- C) City Council

13. Adjourn

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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 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 (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

Rogelio and Terry Del Rio

Of

225 Requette Drive

for their home being designated as

***“YARD OF THE MONTH”
OCTOBER 2014***

Presented this 13th day of October, 2014.

CITY OF MIAMI SPRINGS, FLORIDA

Zavier M. Garcia
Mayor

ATTEST

Erika Gonzalez-Santamaria, CMC
City Clerk



City of Miami Springs, Florida
City Council Meeting

Regular Meeting Minutes
Monday, September 22, 2014, 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 7:12 p.m. Present were the following:

Mayor Zavier M. Garcia
Vice Mayor George V. Lob
Councilman Michael Windrem
Councilman Billy Bain
Councilman Jaime A. Petralanda

City Manager Ronald K. Gorland
Assistant City Manager/Finance Director William Alonso
City Attorney Jan K. Seiden
Police Chief Pete Baan
Building & Code Compliance Director H. "Tex" Ziadie
City Clerk Erika Gonzalez-Santamaria

2. Invocation: Offered by Mayor Garcia.

Salute to the Flag: Students from All Angels Academy were not present to lead the audience in the Pledge of Allegiance and Salute to the Flag.

3. Awards & Presentations: None

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.

The following members of the public addressed the City Council: Stephen Marin, Robb C. Imperato, Arlene Hawks of 549 and 561 Payne Drive, Nestor Suarez of 550 Wren Avenue, Sarah Vargas, John Bankston, Sr. and Vincent Medel of 330 Morningside Drive.

5. Approval of Council Minutes:

- A) September 2, 2014 – Workshop Meeting
- B) September 8, 2014 – Regular Meeting

Minutes of the September 2, 2014 Workshop meeting and September 8, 2014 Regular meeting were approved as written.

Councilman Bain moved to approve. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilmen Windrem, Bain, Petralanda and Mayor Garcia voting Yes.

6. Reports from Boards & Commissions: None

7. Public Hearings:

A) Resolution – 2nd Public Hearing – A Resolution Of The City Council Of The City Of Miami Springs, Florida Adopting The Final Levying Of Ad Valorem Taxes For General Operations For The City Of Miami Springs For The Fiscal Year 2014-2015; Providing For An Effective Date

City Attorney Jan K. Seiden read the resolution in its entirety.

Mayor Garcia opened the public hearing to those persons wishing to speak. There were no speakers and the public hearing was closed.

Vice Mayor Lob moved to adopt the resolution. Councilman Petralanda seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilmen Windrem, Bain, Petralanda and Mayor Garcia voting Yes.

B) Resolution – A Resolution Of The City Council Of The City Of Miami Springs, Florida Adopting The Final General Fund, Special Revenue Funds, Debt Service Fund, And Enterprise Fund Budgets For The Fiscal Year 2014-2015; Authorizing The City Manager To Proceed With Implementation Of Service Programs And Projects; Prohibiting Unauthorized Liabilities And Expenditures Of Funds; Providing For An Effective Date

City Attorney Seiden read the resolution in its entirety.

Mayor Garcia opened the public hearing to those persons wishing to speak. There were no speakers and the public hearing was closed.

Vice Mayor Lob moved to adopt the resolution. Councilman Petralanda seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilmen Windrem, Bain, Petralanda and Mayor Garcia voting Yes.

C) Ordinance – 2nd Reading – An Ordinance Of The City Council Of The City Of Miami Springs, Amending Code Of Ordinance Section 150-017, Recreational Vehicles; Providing For The Parking And Storage Of Recreational Vehicles In Side Yard Setback Areas Of Residential Properties, Under Certain Conditions, Without The Need For A Variance; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Effective Date

City Attorney Seiden read the title of the ordinance.

Mayor Garcia passed the gavel to Vice Mayor Lob who opened the public hearing to those persons wishing to speak. There were no speakers and the public hearing was closed.

Councilman Bain moved to adopt the ordinance. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilmen Windrem, Bain, Petralanda and Mayor Garcia voting Yes.

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

Agenda Items 8B and 8E were pulled from the consent agenda for discussion.

A) Recommendation by Golf that Council award a Bid to Florida Superior Sand, utilizing Miami Dade County Bid # 9408-1/14-1, on an “as needed basis” in the amount of \$2,119.00 for medium grade sand as funds were approved in the FY13/14 Budget, pursuant to Section §31.11 (E)(5) of the City Code

B) Recommendation by Golf that Council approve an expenditure to Miami Herald, as a sole source provider, on an “as needed basis” in the amount of \$2,377.00, for marketing and advertising as funds were approved in the FY13/14 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code

Councilman Bain moved to approve 8B. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilmen Windrem, Bain, Petralanda and Mayor Garcia voting Yes.

C) Recommendation by Golf that Council authorize the issuance of Purchase Order to Neff Rental, utilizing Miami Dade County Bid # 8446-5/17-1, on an “as needed basis” in the amount of \$4,136.00, for rental of a tractor and lift equipment as funds were approved in the FY13/14 Budget, pursuant to Section §31.11 (E)(1) of the City Code

D) Recommendation by Golf that Council approve an expenditure to U.S. Lubricants, the lowest responsible quote, on an “as needed basis” in the amount of \$ 5,000.00, for fuel as funds were approved in the FY13/14 Budget, pursuant to Section §31.11 (C)(2) of the City Code

E) Notification by Recreation to Council that the City Manager Authorized an Expenditure on an Emergency Basis as to not Delay the Project to Ballpark Maintenance, Inc., in the Amount of \$3,997.00 for Additional Irrigation for Stafford Park Athletic Field Renovation Project, Pursuant to Section 31.11 (E)(6)(e) of the City Code

Council received notification of the expenditure and no action was required.

Councilman Windrem moved to approve consent agenda items 8A, 8C and 8D. Councilman Bain seconded the motion which was carried 4-0 on roll call vote. The vote was as follows: Councilmen Windrem, Bain, Petralanda and Mayor Garcia voting Yes. Vice Mayor Lob was absent at roll call.

9. Old Business:

A) Determination on Group Medical Coverage Rates for Employees and their dependents for Budget FY2014-2015

This item was considered after Agenda Item 7B. City Manager Gorland presented the recommendation to waive the competitive bid process and approve the expenditure to Aetna Insurance in an amount not to exceed \$1,144,130.00 for employee group medical coverage at the 26.5% renewal rate increase. He explained the negotiation process with Aetna and a second option for a 19% increase that results in a General Fund savings of \$41,000 with more “out of pocket” expenses to the employees.

Insurance Consultant Bob Shafer explained the two renewal options for continuing the employee medical coverage with Aetna Insurance, effective October 1, 2014 through September 30, 2015.

Vice Mayor Lob moved to approve the 19% alternative plan. Councilman Bain seconded the motion.

Assistant City Manager/Finance Director Alonso and Mr. Shafer responded to Council's questions regarding the two renewal options and how they affect the employees' “out of pocket” medical expenses and their net salaries.

The motion was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilmen Windrem, Bain, Petralanda and Mayor Garcia voting Yes.

Council **requested** an agenda item for the next meeting to consider a pay raise for the employees utilizing the \$41,000 savings from the 19% renewal option.

10. New Business:

A) Approval of Agreement for Theatrical Services – Pelican Playhouse Inc.

Nery Owens of 169 Corydon Drive spoke regarding the content of the agreement.

Ralph Wakefield of 255 Springs Avenue presented the “State of the Pelican” address outlining the Pelican Playhouse activities and programs that were held during the fiscal year from October 1, 2013 to September 30, 2014, and new activities and programs scheduled for the upcoming fiscal year in the Rebeca Sosa Theatre. He thanked City Staff and everyone involved for their continued support.

Vice Mayor Lob moved to accept the agreement. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilmen Windrem, Bain, Petralanda and Mayor Garcia voting Yes.

B) Resolution – A Resolution Of The City Council Of The City Of Miami Springs Approving And Adopting The City Employee “Pay Plan” For Fiscal Year 2014-2015; Reserving The Right And Authority To Amend Or Supplement The Plan; Effective Date

City Attorney Seiden read the title of the resolution.

Councilman Bain moved to approve. Vice Mayor Lob seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilmen Windrem, Bain, Petralanda and Mayor Garcia voting Yes.

C) Resolution – A Resolution Of The City Council Of The City Of Miami Springs, In Support Of The Proposed "All Aboard Florida" Privately Owned, Operated, And Maintained Intercity Passenger Rail Service Between Downtown Miami And The Orlando International Airport Being Developed By Florida East Coast Industries, LLC; Urging The Florida Department Of Transportation And Other Regulatory/Funding Agencies To Support The Project, Directions To The City Clerk; Effective Date

This item was considered as the first item of business.

Senior Vice President Jose Gonzalez of Florida East Coast Industries, 2855 Le Jeune Road, addressed Council to request a resolution of support for the proposed "All Aboard Florida" project that will have an impact on tourism in Miami-Dade County by providing hourly rail service from Miami to Orlando. He continued to explain the transit oriented development and economic impact related to the project and the various train stations.

City Attorney Seiden read the title of the resolution.

Councilman Windrem moved to adopt the resolution. Vice Mayor Lob seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilmen Windrem, Bain, Petralanda and Mayor Garcia voting Yes.

D) Discussion on Re-occupancy Certificate Process and Procedures

Building and Code Compliance Director H. "Tex" Ziadie presented a memorandum with attachments to explain the re-occupancy certification process and procedures. He referenced one particular re-occupancy case with the case history report, sketch of the home layout and photographs taken of the property.

City Attorney Seiden said that the process is a liability protection for the City to ensure that the procedures conducted by the Department are done properly. He strongly recommends that the liability issues be protected and the system should not be micromanaged. The current ordinance protects the city against multi-family use that has been generated illegally within single family residences.

City Attorney Seiden suggested, as a matter of policy, if there is no finding of illegality in the recertification process that no diagram would be made or photographs taken of the property.

11. Other Business: None

12. Reports & Recommendations:

A) The City Attorney said that during the health insurance discussion every comment that was made was absolutely correct and it is a matter of determining the benefits. He applauded Council on their discussion and said that they dealt with it in a very appropriate manner.

B) City Manager Gorland thanked everyone for a great fiscal year and wished everyone a happy fiscal year beginning October 1st.

C) City Council

Councilman Bain recalled working with Roly Marante and Commissioner Rebeca Sosa in the past and said that they were always available to him when he needed assistance. He congratulated Mr. Marante on his new job.

Councilman Windrem reported that it had been a busy budget season. Within the last week he attended a grand opening ceremony at a thrift boutique on Westward Drive and an antique store across the bridge in Hialeah. The Farmer's Market is coming up, which is great. His son will be eight months old on Wednesday.

Vice Mayor Lob wished everyone a good night.

Councilman Petralanda clarified that the proposed aquatic facility is supposed to pay for itself, meet a certain budget, finish on time and provide what the residents want. In his opinion, these requirements were met and now there is a group of citizens who are very vocal about the pool. He reached out to the Mayor of Doral to request a meeting to ask if they would contribute funds in order for Miami Springs to be able to add more lanes to the pool, but was unsuccessful. He is looking for a solution, but if the funds are not available, the City will build a pool they can afford.

Councilman Bain expressed his opinion regarding the proposed pool and said that any delay to the process might result in extra costs or a delay to the SunTrust loan with the current financing terms.

Mayor Garcia said that Council had been going through the aquatic facility design process for almost an entire year and the original presentation included an option for a competition pool and a leisure pool. The survey results indicated that a competition pool was on the list of priorities, but cost was a factor. Council has done their due diligence and based on what he has been told, four or five swim lanes will accommodate competition training.

13. Adjournment

There being no further business to be discussed the meeting was adjourned at 9:30 p.m.

Respectfully submitted:

Erika Gonzalez-Santamaria, CMC
City Clerk

*Adopted by the City Council on
this ____ day of _____, 2014.*

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.



City of Miami Springs, Florida
City Council Meeting

Special Meeting Minutes
Wednesday, October 1, 2014, 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 7:08 p.m.

Present were the following:

Mayor Zavier M. Garcia
Vice Mayor Jaime A. Petralanda
Councilman Michael Windrem
Councilman Billy Bain
Councilman George V. Lob

City Manager Ronald K. Gorland
Assistant City Manager/Finance Director William Alonso
City Attorney Jan K. Seiden
City Clerk Erika Gonzalez-Santamaria

2. Invocation: Offered by Mayor Garcia

Salute to the Flag: The audience participated.

3. New Business

A) Ordinance – 1st Reading – An Ordinance Of The City Council Of The City Of Miami Springs, Amending The Miami Springs Police And Firefighters' Retirement System; Implementing The Pension Plan Changes Contained In The 2014 – 2017 Collective Bargaining Agreement Between The City And Fraternal Order Of Police; Amending Code Of Ordinance Section 35-51, Definitions; Amending Code Of Ordinance Section 35-53, Benefit Amounts And Eligibility; Amending Code Of Ordinance Section 35-55, Contributions; Repealing All Ordinances Or Parts Of Ordinances In Conflict; Providing An Effective Date

City Attorney Jan K. Seiden read the title of the ordinance.

Councilman Lob moved to approve. Councilman Bain seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

B) Recommendation by the Administration that Council approve health coverage option that allows employees to self-fund for additional coverage

City Manager Gorland read the recommendation for approval of an additional health coverage option that allows employees to maintain the current health coverage benefits.

City Manager Gorland explained that Council approved the lower cost Aetna HMO plan at their meeting of September 22, 2014, that carries a 19% increase from current year premiums, but this plan increases the deductibles, co-payments and “out of pocket” expenses. Aetna has agreed to offer both plans and those employees interested in maintaining the current benefits will be able to pay the difference between the 26% plan and the 19% plan. There is no additional cost to the City.

Councilman Lob moved to approve. Councilman Windrem seconded the motion which was carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Petralanda, Councilmen Windrem, Bain, Lob and Mayor Garcia voting Yes.

4. Adjourn

There being no further business to be discussed the meeting was adjourned at 7:12 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
this ____ day of _____, 2014.*

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.

ORDINANCE NO. _____ - 2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS AMENDING CODE OF ORDINANCE SECTION 35.52, MEMBERSHIP; TO PROVIDE ANY CHIEF OF POLICE THE OPTION OF JOINING THE CITY'S POLICE AND FIREMAN PENSION PLAN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; EFFECTIVE DATE

WHEREAS, the current Chief of Police will soon be retiring from his position with the City; and,

WHEREAS, the City is currently advertising the Chief of Police position vacancy in the hope of attracting a number of qualified candidates from which to choose; and,

WHEREAS, the current City Manager and Assistant City Manager have been given the option to participate in the appropriate City Pension Plan or the ICMA Plan upon their hiring with the City; and,

WHEREAS, it is believed that offering participation in the ICMA Pension Plan instead of the City's Plan will attract even more qualified candidates; and,

WHEREAS, due to the nature and stature of the position, it is appropriate to offer the ICMA Pension Plan to the City's new Chief of Police; and,

WHEREAS, the City Council has determined that the amendment of the City's current Police and Fireman Pension Plan Ordinance in order to allow the new Chief of Police the option to participate in the ICMA Pension Plan is both proper and appropriate and in the best interests of the City and its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS:

Section 1. That Code of Ordinance Section 35-52, Membership, is hereby amended as follows:

ARTICLE II. POLICE AND FIREMAN PENSION PLAN

Sec. 35-50. Establishment of plan.

There is established a pension plan for police officers and regular full-time fireman

Sec. 35-51. Definitions.

For purposes of §§ 35-50 - 35-59, the following words and phrases shall have the following meanings ascribed to them respectively:

- (A)
- (B)
- (C)
- (D)
- (E)
- (F)
- (G)
- (H)
- (I)
- (J)
- (K)
- (L)
- (M)

Sec. 35-52. Membership.

(A) *Conditions of eligibility.*

- (1) All employees as of the effective date, and all future new employees, shall become members of this system immediately upon, and as a condition of employment, except any Chief of Police, who shall have the option of becoming a member of the system.
- (2) All employees as of the effective date who were covered under the City's system immediately preceding the effective date shall continue their membership and coverage hereunder on an uninterrupted basis.

- (B).
- (C).

Section 2. Repeal of Conflicting Provisions. That all ordinances or parts of ordinances in conflict herewith, are hereby repealed.

Section 3. Effective Date. That this Ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING this 25th day of August, 2014, on a motion made by Councilman Bain and seconded by Councilman Windrem.

PASSED AND ADOPTED ON SECOND READING this _____ day of _____, 2014, on a motion made by _____ and seconded by _____.

Vice Mayor Petralanda _____
Councilman Windrem _____
Councilman Bain _____
Councilman Lob _____
Mayor Garcia _____

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

ORDINANCE NO. ____ - 2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, AMENDING THE MIAMI SPRINGS POLICE AND FIREFIGHTERS' RETIREMENT SYSTEM; IMPLEMENTING THE PENSION PLAN CHANGES CONTAINED IN THE 2014 - 2017 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND FRATERNAL ORDER OF POLICE; AMENDING CODE OF ORDINANCE SECTION 35-51, DEFINITIONS; AMENDING CODE OF ORDINANCE SECTION 35-53, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING CODE OF ORDINANCE SECTION 35-55, CONTRIBUTIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Miami Springs and the Fraternal Order of Police recently entered into a collective bargaining agreement for fiscal years 2014-15 through 2016-17; and

WHEREAS, the collective bargaining agreement contains certain changes to the Police and Firefighters' Retirement System; and

WHEREAS, to implement the collective bargaining agreement it is necessary to amend the Police and Firefighters' Retirement System ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS:

Section 1: That Code of Ordinance Section 35-51, Definitions, is hereby amended as follows:

Sec. 35-51. Definitions.

For purposes of §§ 35-50 -- 35-59, the following words and phrases shall have the following meanings ascribed to them respectively.

- (A) *Accumulated contributions*.....
- (B) *Agreement*.....

- (C) Average monthly earnings. For the purpose of calculating a member's benefit based on continuous service prior to October 12, 2014, average monthly earnings means the average of earnings for the three-consecutive-year period of continuous service which produces the highest average. For the purpose of calculating a member's benefit based on continuous service on and after October 12, 2014, average monthly earnings means the average of earnings for the five best years of the last ten years of continuous service prior to retirement, termination or death. Notwithstanding the preceding sentence, for a member who is employed and within three years of the normal retirement date on October 12, 2014 average monthly earnings means the average of earnings for the three-consecutive-year period of continuous service which produces the highest average.
- (D) *Beneficiary.....*
- (E) *Board.....*
- (F) *Continuous service.....*
- (G) *Earnings.....*
- (H) *Employee*
- (I) *Fund.....*
- (J) *Member.....*
- (K) *Qualified actuary.....*
- (L) *Spouse.....*
- (M) *System.....*

Section 2: That Code of Ordinance Section 35-53, Benefit amounts and eligibility, is hereby amended as follows:

Section 35-53. Benefit amounts and eligibility.

- (A) Frozen Accrued Benefit. Notwithstanding any other provision of the System, the accrued benefits of all members of this System who are employed and not participating in the DROP on October 12, 2014 shall be frozen on that date. All such members shall be fully vested in their frozen accrued benefit. The value of each member's frozen accrued benefit shall

be calculated in accordance with the provisions of the System in effect on October 11, 2014, based on the member's continuous service and average monthly earnings on that date. The frozen accrued benefit shall be payable to the member (or placed in the member's DROP account, if applicable) upon attaining the normal retirement date set forth in subsection (B) below; or a reduced benefit shall be payable to the member upon attaining the early retirement date set forth in subsection (C) below. Upon retirement or entry into the DROP, a member whose accrued benefit is frozen on October 12, 2014 shall be eligible for a retirement benefit in two parts: the frozen accrued benefit based on the member's continuous service and average monthly earnings on October 12, 2014; and the benefit based on the member's continuous service on and after October 12, 2014. The provisions of this subsection (A) shall not apply to a member who is employed and within three years of the normal retirement date on October 12, 2014

(AB) *Normal retirement.* For members hired before October 12, 2014, a member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the attainment of his/her 55th birthday, and the completion of ten years of continuous service or completion of 20 years of continuous service regardless of age. For members hired on or after October 12, 2014, a member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the attainment of his/her 55th birthday, and the completion of ten years of continuous service, or the first day of the month coincident with or next following the attainment of his/her 52nd birthday, and the completion of twenty-five years of continuous service. Except as provided herein, a member may retire on his/her normal retirement date or on the first day of any month thereafter. Each member shall become 100 percent vested in his/her accrued benefit on his/her normal retirement date. A member's normal retirement benefit shall be as follows:

(1) *Duration.* A member retiring hereunder on or after his/her normal retirement date shall receive a monthly benefit which shall commence on his/her retirement date, and be continued thereafter during his/her lifetime, ceasing upon death, but subject in any event to the provision of division (F). Other optional forms of payment providing death benefits shall also be available as specified herein.

(2) *Amount.* For members hired before October 12, 2014, the monthly retirement benefit for continuous service prior to October 12, 2014 shall be equal to 3.5 percent of average monthly earnings multiplied by the number of years and completed months of continuous service; and for continuous service on and after October 12, 2014 the monthly retirement benefit shall be equal to 3.5 percent of

average monthly earnings multiplied by the number of years and completed months of continuous service up to twenty years, and 3.0 percent of average monthly earnings multiplied by the number of years and completed months of continuous service after twenty years. Notwithstanding the preceding sentence, the monthly retirement benefit for members hired before October 12, 2014 shall not exceed 85% of average monthly earnings; provided, any member who has accrued a benefit in excess of 85% of average monthly earnings on October 12, 2014 shall retain the benefit percentage accrued on that date, but shall not accrue any additional benefit percentage thereafter (but in no event shall the benefit be less than 2.0 percent for each year of continuous service). The monthly retirement benefit for members hired on or after October 12, 2014 shall be equal to 2.5 percent of average monthly earnings multiplied by the number of years and completed months of continuous service, up to a maximum of 70% of average monthly earnings (but in no event less than 2.0 percent for each year of continuous service). Notwithstanding the provisions of this paragraph (2), the monthly retirement benefit for a member who is employed and within three years of the normal retirement date on October 12, 2014 shall be equal to 3.5 percent of average monthly earnings multiplied by the number of years and completed months of continuous service.

- (BC) *Early retirement.....*
- (GD) *Disability.....*
- (DE) *Pre-retirement death.....*
- (EF) *Vesting.....*
- (FG) *Minimum benefits.....*
- (GH) *Termination of employment.....*
- (HI) *Denial of benefits.....*
- (IJ) *Limitation on benefits.....*
- (JK) *Maximum compensation.....*
- (KL) *Deferred retirement option plan ("DROP")*
 - (1) Eligibility to participate in the DROP.

- (a) Any member who is eligible to receive a normal retirement benefit ~~and who has either attained age 55 with ten years of continuous service, or completed 20 years of continuous service~~, may participate in the DROP. Members shall elect to participate by applying to the board on a form provided for that purpose.
- (b) Plan members who enter the DROP with ~~at least 20 but~~ less than 27 years of service may participate in the DROP for up to five years.
- (c) Plan members with 27 or more years of service, but less than 35 years of service may enter the DROP and participate for up to three years.
- (d) Plan members with 35 or more years of service may enter the DROP at any time and participate for up to two years.
- (e) The following examples are provided for further explanation of the foregoing provisions:
- Members hired before October 12, 2014 who enter the DROP after 20 years of service—5 years of DROP participation.
 - Members hired before October 12, 2014 who enter the DROP after 23 years of service—5 years of DROP participation.
 - 25 years of service—5 years of DROP participation.
 - 26 years of service—5 years of DROP participation.
 - 27 years of service—3 years of DROP participation.
 - 30 years of service—3 years of DROP participation.
 - 35 years of service—2 years of DROP participation.
- (f) Upon a member's election to participate in the DROP, he or she shall cease to be a member and shall be precluded from accruing any additional benefits under the pension plan. For all pension plan purposes, the DROP participant shall be considered to be retired. The amount of continuous service and average monthly earnings freeze as of the date of entry into the DROP.

Section 3: That Code of Ordinance Section 35-55, Contributions, is hereby amended as follows:

Section 35-55. Contributions.

- (A) *Member contributions.....*
- (B) *State contributions.....*
- (C) *City contributions.....*

(1) On behalf of bargaining unit members and nonbargaining unit managerial employees employed in that capacity after the adoption of this amended provision. So long as this system is in effect, the City shall make an annual contribution to the trust fund in an amount equal to the difference in each year as between the total of aggregate member contributions for the year plus state contributions for the year, and the total cost for the year as shown by the most recent actuarial valuation and report for the system. The total cost for any year shall be defined as the total of normal cost plus the additional amount sufficient to fund the unfunded accrued past service liability over a 40-year period, commencing with the fiscal year in which the effective date of this system occurs. However, should the combined cost of the City's and the employee's contributions in any one year exceed 18 percent of the total budgeted payroll for police officers for that year, the excess over 18 percent shall be rounded to the nearest 0.1 percent of budgeted payroll, and the resulting excess rate over 18 percent shall be divided in two with members paying half the excess and the City paying the other half for that fiscal year. Should the combined cost of the City's and the employees' contributions of the total cost in a given fiscal year be less than 14 percent of the total budgeted payroll for police officers for that year, the difference under 14 percent shall be rounded to the nearest 0.1 percent of budgeted payroll. The resulting amount shall be divided in two with members reducing their contribution rates by half the difference, and the City reducing its contribution by the remaining half for that fiscal year.

(2) On behalf of the grandfathered nonbargaining unit managerial employees.

(a) Non-bargaining unit managerial employees employed in that capacity as to the date of the adoption of this amendment to this division of the police retirement system on September 27, 1993, shall continue to be covered by the provisions of the prior division (included hereinafter) as if the same has not been amended. New nonbargaining unit managerial employees, becoming employed in that capacity after the adoption of this amendment to this division of the police retirement system on September 27, 1993 shall be

governed and/or continue to be governed by the foregoing provision which shall also cover bargaining unit members.

(b) Those police retirement system members grandfathered pursuant to subdivision (a) above shall be governed by the following language as to City contributions:

So long as this system is in effect, the City shall make an annual contribution to the trust fund in an amount equal to the difference in each year as between the total of aggregate member contributions for the year plus state contributions for the year, and the total cost for the year as shown by the most recent actuarial valuation and report for the system. The total cost for any year shall be defined as the total of normal cost plus the additional amount sufficient to fund the unfunded accrued past service liability over a 40-year period, commencing with the fiscal year in which the effective date of this system occurs. However, should the City's portion of the total cost for grandfathered members in a given fiscal year exceed 23 percent of the total budgeted payroll for police officers for that year, the excess over 23 percent shall be rounded to the nearest 0.1 percent of budgeted payroll, and the resulting excess rate over 23 percent shall be divided in two with grandfathered members paying half the excess and the City paying the other half for that fiscal year. Should the City's portion of the total cost in a given fiscal year be less than 23 percent of the total budgeted payroll for grandfathered police officers for that year, the difference under 23 percent shall be rounded to the nearest 0.1 percent of budgeted payroll. The resulting amount shall be divided in two with the grandfathered members reducing their contribution rates by half the difference, and the City reducing its contribution by the remaining half for that fiscal year.

(3) Notwithstanding paragraphs (1) and (2) above, for the plan years beginning October 1, ~~2014 and October 1, 2015~~²⁰¹², the maximum employee contribution calculated in accordance with paragraphs (1) and (2) above shall be ~~reduced to~~ 16 percent, and for the plan year beginning October 1, 2016, the maximum employee contribution shall be 15.5 percent. All using—accumulated excess and annual excess Chapter 185 premium tax monies shall be used to fund the reduction in employee contributions provided in the preceding sentence, and to the extent that excess Chapter 185 premium tax revenues are not sufficient to fully fund the reduction, the City's contribution shall be increased. ; ~~and for the plan year beginning October 1, 2013, the employee~~

~~contribution calculated in accordance with paragraphs (1) and (2) shall be reduced to 16 percent, using accumulated excess Chapter 185 premium tax monies to fund the reduction. If the total amount of accumulated excess premium tax monies available on October 1, 2013, is not sufficient to fund the reduction in the employee contribution to 16 percent, then the employee contribution shall be reduced to the lowest level that the total amount of accumulated excess premium tax monies available on October 1, 2013, are sufficient to fund. Effective October 1, 2017, employee contributions shall be determined in accordance with paragraphs (1) and (2) above.~~

(4)

(D) *Other.....*

Section 4: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed insofar as they are in conflict.

Section 5: That this Ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING this 1st day of October, 2014, on a motion made by Councilman Lob and seconded by Councilman Bain.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2014, on a motion by _____ and seconded by _____.

Vice Mayor Petralanda _____
Councilman Windrem _____
Councilman Bain _____
Councilman Lob _____
Mayor Garcia _____

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

Words ~~-stricken through-~~ shall be deleted. Underscored words constitute the amendment proposed. Words remaining are now in effect and remain unchanged.

The City of Miami Springs
Summary of Monthly Attorney Invoice
Orshan, Lithman, Seiden, Ramos, Hatton & Huesmann, LLP

October 8 for September

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	3,327.75	24.65
Human Resources Department	911.25	6.75
Risk Management	222.75	1.65
Finance Department	303.75	2.25
Professional Services	391.50	2.90
Building,Zoning & Code Enforcement Department	526.50	3.90
Planning	378.00	2.80
Police Department	884.25	6.55
Public Works Department	378.00	2.80
Recreation Department	33.75	0.25
IT Department		0.00
Golf		0.00
Senior		0.00
General - Administrative Work	<u>6,183.00</u>	<u>45.80</u>
Sub-total - General Fund	\$13,540.50	100.30
 <u>Special Revenue, Trust & Agency Funds</u>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
Sub-total - Special Funds	\$0.00	0.00
 GRAND TOTAL: ALL FUNDS	 \$13,540.50	 100.30



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *Ron*

From: Harold "Tex" Ziadie, Building & Code Compliance Director

Subject: Roofing/Building Inspector-Angel M. Alvarez

RECOMMENDATION:

Recommendation by Bldg. & Code Compliance that Council waive the competitive bid process and approve an expenditure to Angel M. Alvarez, in an amount not to exceed \$ 58,000.00, on an as needed basis for Roofing Plan Reviews and Roofing/Building Inspections as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

This annual contract provides the Roofing Inspector to conduct Plan Reviews in his trade and to perform Roofing and Building Inspections.

Spent in FY 2013/2014: \$58,000

Submission Date and Time: 10/1/2014 11:51 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Bldg. & Code Compliance</u>	Dept. Head: <u><i>Tex Ziadie</i></u>	Dept.: <u>Building and Code Compliance</u>
Prepared by: <u>Tex Ziadie</u>	Procurement: <u><i>BR</i></u>	Account No.: <u>001-2401-524-34-00</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>0</u>
	Attorney: _____	Current request: \$ <u>\$58,000</u>
		Total vendor amount: \$ <u>\$58,000</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *[Signature]*

From: Harold "Tex" Ziadie, Building & Code Compliance Director

Subject: Mechanical Inspector-M. Jurado and Associates

RECOMMENDATION:

Recommendation by Bldg. & Code Compliance that Council waive the competitive bid process and approve an expenditure to M. Jurado and Associates, in an amount not to exceed \$ 10,000.00, on an as needed basis for Mechanical Plan Reviews and Inspections as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

This annual contract provides the Mechanical Inspector to conduct Plan Reviews in his trade and to do Mechanical Inspections.

Spent in FY 2013/2014: \$11,450.00

Submission Date and Time: 10/1/2014 11:51 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Bldg. & Code Compliance</u>	Dept. Head: <u><i>Tex Ziadie</i></u>	Dept.: <u>Building and Code Compliance</u>
Prepared by: <u>Tex Ziadie</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-2401-524-34-00</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>0</u>
	Attorney: _____	Current request: \$ <u>\$10,000</u>
		Total vendor amount: \$ <u>\$10,000</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *Ron Gorland*

From: Harold "Tex" Ziadie, Building & Code Compliance Director

Subject: Structural Engineer Funding- Orlando L. Blanco

RECOMMENDATION:

Recommendation by Bldg. & Code Compliance that Council waive the competitive bid process and approve an expenditure to Orlando L. Blanco, in an amount not to exceed \$ 7,500.00, on an as needed basis for Structural and Engineering Plan Reviews as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

DISCUSSION:

This annual contract provides the Structural Engineer to conduct Plan Reviews in his trade.

Spent in FY 2013/2014: \$7,200

Submission Date and Time: 10/1/2014 11:50 AM

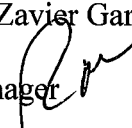
<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Bldg. & Code Compliance</u>	Dept. Head: <u><i>Tex Ziadie</i></u>	Dept.: <u>Building and Code Compliance</u>
Prepared by: <u>Tex Ziadie</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-2401-524-34-00</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>0</u>
	Attorney: _____	Current request: \$ <u>\$7,500</u>
		Total vendor amount: \$ <u>\$7,500</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Tammy Romero, Professional Services Supervisor

Subject: Southern Waste Systems- Citywide garbage and recycling container pickup services

RECOMMENDATION:

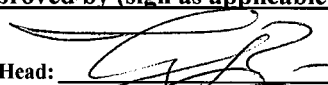
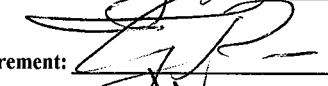


Recommendation by Public Works that Council approve an expenditure to Southern Waste Systems, in an amount not to exceed \$ 13,136.28, for citywide garbage and recycling container pickup services, as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period.

DISCUSSION: Southern Waste Systems provides citywide garbage and recycling container pickup services.

Spent in FY 13/14: \$14,672.54

FISCAL IMPACT: None as funds were approved in the FY14/15 Budget.

Submission Date and Time: 10/7/2014 1:50 PM

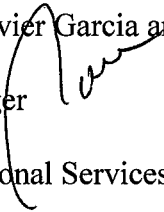
<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: <u>various depts.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: 	Account No.: Rec./Pool/Rentals & leases/001-5701-572-44-00- \$4,422.24 Golf/Contractual services/001-5707-572-34-00- \$4,100.00 Public Work/Dumping & Disp./430-3401-534-34-02- \$519.96 Sr.Cntr./Dumping & Disp./140-5101-519-34-02- \$1,555.00 City Hall/Dumping & Disp./430-3401-534-34-02- \$2,539.08
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>13,136.28</u>
		Total vendor amount: \$ <u>13,136.28</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Tammy Romero, Professional Services Supervisor

Subject: Kelly Janitorial Services- Citywide janitorial cleaning services

RECOMMENDATION:

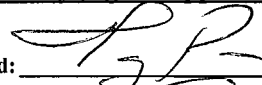
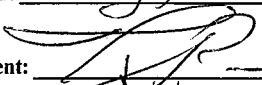


Recommendation by Public Works that Council approve an expenditure to Kelly Janitorial, in an amount not to exceed \$ 31,672.00 for four months of janitorial cleaning services citywide as the contract is up for renewal in January 2015, as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period.

DISCUSSION: Kelly Janitorial provides citywide janitorial cleaning services.

Spent in FY 13/14: \$87,383.00

FISCAL IMPACT: None as funds were approved in the FY14/15 Budget.

Submission Date and Time: 10/7/2014 1:54 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: 	Dept./ Desc.: various depts. - Other contractual services
Prepared by: <u>Tammy Romero</u>	Procurement: 	Account No.: City Hall(PW)/Other contr./001-5405-541-34-00- \$4,600.00 Police(PW)/Other contr./001-5405-541-34-00- \$8,400.00 Police-CPO(PW)/Other contr./001-5405-541-34-00- \$1,400.00 Public Works/Other contr./001-5405-541-34-00- \$3,200.00 Rec./Park & Rec./Other contr./001-5701-572-34-00- \$10,400.00 Sr. Cntr./Other contr./Janitorial/140-5101-519-34-01- \$3,672.00
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>31,762.00</u>
		Total vendor amount: \$ <u>31,672.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *[Signature]*

From: Tammy Romero, Professional Services Supervisor

Subject: Toshiba- Citywide copier lease services citywide and printer program with includes desktop printers for maintenance, service and cartridges,

RECOMMENDATION:

Recommendation by Finance- Professional Services department that Council approve an expenditure to Toshiba, in an amount not to exceed \$ 16,635.00 for copier lease services citywide and a printer program services that includes maintenance service and cartridges for certain desktop printers citywide, as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period.

DISCUSSION: Toshiba provides copier lease services citywide and a printer program services that includes maintenance service and cartridges for certain desktop printers citywide

Spent in FY 13/14: \$15,607.81

FISCAL IMPACT: None as funds were approved in the FY14/15 Budget.

Submission Date and Time: 10/7/2014 1:56 PM

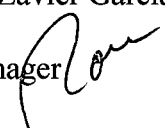
<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u> Prepared by: <u>Tammy Romero</u> Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: <i>[Signature]</i> Procurement: <i>[Signature]</i> Asst. City Mgr.: <i>[Signature]</i> City Manager: <i>[Signature]</i> Attorney: _____	Dept./ Desc.: various depts. - Rentals & Leases Account No.: Recreation/Rentals & Leases/001-5701-572-44-00- \$1,935.00 Finance/Rentals & Leases/001-0501-513-44-00- \$2,000.00 Police -Disp./Rentals & Leases/001-2001-521-44-02- \$2,850.00 Police-CPO/Rentals & Leases/650-2011-521-44-02- \$2,500.00 Public Works/Rentals & Leases/001-5401-541-44-00- \$1,000.00 Bldg. & Code/Rentals & Leases/001-2401-524-44-00- \$2,330.00 Sr.Cntr./Rentals & Leases/140-5101-519-44-00- \$1,020.00 City Clerk/Rentals & Leases/001-0301-513-44-00- \$3,000.00 Additional Funding: _____ Amount previously approved: \$ _____ Current request: \$ <u>16,635.00</u> Total vendor amount: \$ <u>16,635.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Tammy Romero, Professional Services Supervisor

Subject: Miami Herald

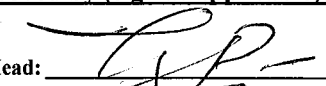



Recommendation by City Clerk that Council approve an expenditure to Miami Herald, as a sole source provider, on an "as needed basis" in the amount of \$ 10,000.00, for larger circulations of notifications as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: For larger circulations of advertising and legal notices

Spent in FY 13/14: \$ 26,668.11

FISCAL IMPACT: None, as funds were approved in the FY 14/15 Budget

Submission Date and Time: 10/7/2014 2:03 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: 	Dept./ Desc.: <u>City Clerk</u>
Prepared by: <u>Tammy Romero</u>	Procurement: 	Account No.: <u>Promotions & Advertising</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: <u>001-0301-513-48-02</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>10,000.00</u>
		Total vendor amount: \$ <u>10,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *Ron*

From: Tammy Romero, Professional Services Supervisor

Subject: River Cities Gazette- Advertising

RECOMMENDATION:

Recommendation by staff that Council approve an expenditure to River Cities Gazette, as a sole source provider, in an amount not to exceed \$ 17,000.00, 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 and for the annual directory, as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: Advertising 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 and for the annual directory.

Spent in FY 13/14: \$ 20,954.00

FISCAL IMPACT: None as funds were approved in the FY 14/15 Budget.

Submission Date and Time: 10/7/2014 3:38 PM

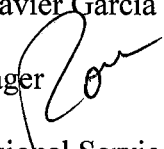
<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: _____	Dept./ Desc.: <u>various depts.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: _____	Account No.: Clerk/Promotion & Advertising/001-0301-513-48-00/02- \$11,000.00
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: _____	Fin./Prof. Serv./Promotions & Adv. /001-0502-513-48-02- \$6,000.00
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Additional Funding: _____
	Attorney: _____	Amount previously approved: \$ _____
		Current request: \$ <u>17,000.00</u>
		Total vendor amount: \$ <u>17,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Tammy Romero, Professional Services Supervisor

Subject: Daily Business Review- Advertising

RECOMMENDATION:

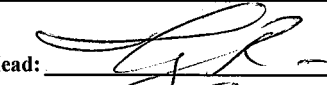


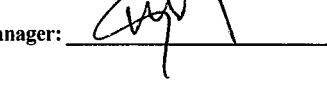
Recommendation by staff that Council approve an expenditure to Daily Business Review, as a sole source provider, in an amount not to exceed \$ 13,400.00, for providing greater coverage and more informative notification of advertising and legal notices to the residents of public ordinances and state and federal grant awards of the City, as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: Advertising 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

Spent in FY 13/14: \$ 5,664.18

FISCAL IMPACT: None as funds were approved in the FY 14/15 Budget.

Submission Date and Time: 10/7/2014 3:13 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: 	Dept./ Desc.: <u>various depts.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: 	Account No.: Fin./Promotions & Advertising/ 001-0501-513-48-02- \$6,400.00 Clerk/Promotions & Advertising/001-0301-513-48-02- \$6,000.00 Fin./Prof. Serv./Promotions & Adv. /001-0502-513-48-02- \$1,000.00
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>13,400.00</u>
		Total vendor amount: \$ <u>13,400.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *Ron*

From: Erika Gonzalez-Santamaria, City Clerk

Subject: Purchase of Laserfiche Document Imaging System Software

RECOMMENDATION:

Recommendation by City Clerk that Council authorize the execution of a contract to Advanced Data Solutions, utilizing State Contract # 973-561-010-1, in the amount of \$6,100.00, for Laserfiche Document Imaging System, including software (\$3,500.00), annual maintenance (\$800.00), installation and training (\$1,200.00), and six hours additional training (\$600.00), as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION:

Purchase of the Laserfiche Document Imaging software will improve organizational efficiency by electronically storing and archiving documents in order to reduce paper files and provide the tools for all City Departments to locate documents, assisting the Clerk's Office in improving the City's Records Management Program (see attached Quotation for Services).

Submission Date and Time: 10/6/2014 11:06 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Clerk</u>	Dept. Head: <u><i>E. Santamaria</i></u>	Dept./ Desc.: <u>City Clerk /Machinery & Equipment</u>
Prepared by: <u>Erika Gonzalez-Santamaria</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-0301-513-64-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>N/A</u>
	Attorney: _____	Current request: \$ <u>\$6,100.00</u>
		Total vendor amount: \$ <u>\$6,100.00</u>



Quotation for Services – State Contract - 06-02-14

City of Miami Springs
 201 Westward Drive
 Miami Springs, Florida 33166
 Erika Gonzalez-Santamaria, City Clerk,
 Office: 305.805.5006
 gonzaleze@miamisprings-fl.gov

Qty	Software Cost Break Down	Price	Ext. Price
1	MSE10 Laserfiche Server for SQL Express	\$1,000.00	\$1,000.00
5	MNF05 Named Full Users	\$500.00	\$2,500.00
	Total Software Investment		\$3,500.00

Qty	Software Annual Maintenance	Price	Ext. Price
1	LSAP - MSE10 Laserfiche Server for SQL Express	\$300.00	\$300.00
5	LSAP - MNF05 Named Full Users	\$100.00	\$500.00
	Total Software Maintenance (Laserfiche Software Assurance Plan)		\$800.00

Qty	Software Installation, Training & Alchemy Conversion	Price	Ext. Price
4 Hours	Laserfiche 9.0 Avante for SQL Express Installation	\$100.00 / Hour	\$400.00
4 Hours	Administrator Training (excludes Workflow & includes travel expenses) Setting up Repository, Templates, Document Types, Security Level, LF Client Installation (End User Stations), Best Practices	\$100.00 / Hour	\$400.00
4 Hours	End User Training (includes travel expenses) Scan, Search, Print, Email, Best Practices, Department Preferences, Shortcuts, Archival of Microsoft files, Check In / Check Out, Foldering	\$100.00 / Hour	\$400.00
	Total Software Installation, Training & Alchemy Conversion		\$1,200.00

Total Project Cost	\$5,500.00
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Custom Workflow Design	\$175.00 / Hour
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Most Hourly Services Priced at a rate of \$100.00 Per Hour in accordance with our State Contract
 For 12 Hours = \$ 1,200.00 at State Contract Hourly rate pricing of \$100 Per Hour
 STATE CONTRACT #: 973-561-010-1

Advanced Data Solutions, Inc. State Contract #973-561-10-1
 Job Code #1420 - Data Modeler

PROJECT AREA & Staff Augmentation	Job No.	Job Title	Scope Variant	Advanced Data Solutions, Inc.
			C. Advanced	100.00
			D. Expert	110.00
Data Strategy and Management	1400.00	Database Manager		
			1. Team Leader	110.00
			2. Manager	130.00
			3. Supervisor	150.00
	1410.00	Data Architect		
			A. Entry	85.00
			B. Intermediate	100.00
			C. Advanced	120.00
			D. Expert	135.00
	1420.00	Data Modeler		
			A. Entry	85.00
			B. Intermediate	95.00
			C. Advanced	100.00
			D. Expert	110.00
	1430.00	Database Analyst		
			A. Entry	85.00
			B. Intermediate	90.00
			C. Advanced	100.00
			D. Expert	110.00
	1440.00	Database Administrator		
			A. Entry	75.00
			B. Intermediate	90.00
			C. Advanced	110.00
			D. Expert	120.00



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager

From: Erika Gonzalez-Santamaria, City Clerk

Subject: International Data Depository (IDD) Records Management and Storage Agreement

RECOMMENDATION:


Recommendation by the City Clerk that Council approve an expenditure to International Data Depository (IDD), in an amount not to exceed \$10,000.00, for document storage and management services, as funds were approved in the FY14/15 Budget and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period.

DISCUSSION:

In 2005, the City entered into a contract with IDD to provide storage of City documents and records management services at a nearby Category 5 hurricane resistant structure. Since that time, the contract was renewed on an annual basis with Council approval. It is in the best interest of the City to maintain the services of IDD until further arrangements are made for storage of the City's documents. IDD has agreed to maintain the same rates from 2013, as outlined in the attached Service Agreement and schedule of fees.

Total Expenditure FY13/14: \$ 7,712.00

Submission Date and Time: 10/9/2014 3:39 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Clerk</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>City Clerk/Contractual Services</u>
Prepared by: <u>Erika Gonzalez-Santamaria</u>	Procurement: _____	Account No.: <u>001-0301-513-34-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>N/A</u>
	Attorney: _____	Current request: \$ <u>10,000.00</u>
		Total vendor amount: \$ <u>10,000.00</u>



INTERNATIONAL DATA DEPOSITORY DATA STORAGE, RECORDS MANAGEMENT, AND SERVICE AGREEMENT

Customer City of Miami Springs			Billing Address (If Different)		
Street Address 201 Westward Drive			Street or Box No.		
City Miami Springs	State FL	Zip 33166	City	State	Zip
Primary Contact and Title Ronald K. Gorland			Billing Contact		
Telephone 305-805-5000		Fax 305-805-5036	Telephone	Fax	
Customer Number CIT004/CIT006			Depository Location		

International Data Depository, Inc. (the "Corporation") hereby agrees to accept for storage and to service under its management system at International Data Depository facilities such data and records material (deposits) as Customer requests. Customer agrees to pay the Corporation for storage and services according to the amounts and provisions specified on the attached Rate Schedule (and as amended from time to time); and Customer agrees that all services shall be provided subject to the terms and conditions of this Agreement.

ATTENTION: Additional terms and conditions of this agreement are attached.

City of Miami Springs

Name _____

Signature _____

Title _____

Date _____

International Data Depository, Inc.

Name _____

Signature _____

Title _____

Date _____

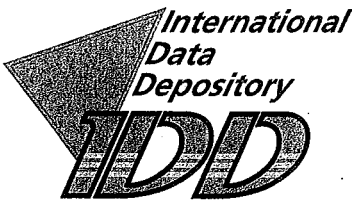


The following terms and conditions shall apply to this Agreement.

1. **Storage and Service Charges** – All charges for data storage, records management, and services under this Agreement shall be specified in the attached Rate Schedule. Such charges shall remain fixed for the term of this Agreement (excluding renewals) unless otherwise provide in Schedule A.
2. **Term** – The term of this Agreement shall commence on the date of the Customer's signature or, if later, the Effective Date set forth on the attached Rate Schedule. Unless otherwise provided in the attached Rate Schedule, the terms will continue for one year.
3. **Access, Procedures, and Force Majeure**
 - A. Deposited materials and information contained in said material may be delivered pursuant to direction of Customer's agent(s) identified in the Company's standard authorization forms. Authority granted to any person on the Corporation's standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service for or removal of Customer's material, and to deliver and receive such material. Such orders may be given in person, by telephone or in writing.
 - B. Customer shall comply with the Corporation's reasonable operational requirements, as modified from time to time, regarding containers, delivery volumes, security, access and similar matters. Customer acknowledges that extraordinary volume or schedule requests may require the Corporation to incur additional costs, which the Customer will pay at the Company's overtime rates, provided that the Corporation shall have advised Customer thereof in advance.
 - C. The Corporation shall not be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, unusual traffic delays or other causes beyond its control.
4. **Value of Deposits** – Customer declares that the value of data deposits is limited to the cost of replacing the physical media which is lost, damaged or destroyed. Customer declares that the value of record deposits is \$1.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item.
5. **Limitations of Liability and Damages**
 - A. The Corporation's liability, if any, for loss or damage to records stored on magnetic media shall be limited to the replacement cost of such media. The Corporation reserves the right to provide replacement of media rather than reimbursement. This limitation of the Corporation's liability will apply regardless of the form of action, whether in contract or tort, including negligence. The Corporation's liability, if any, for loss of or damage to part or all of the records deposits shall be limited to \$1.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item.
 - B. The Corporation shall not be liable for any loss or damage to stored material, however caused, unless such loss or damage resulted from the failure by the Corporation to exercise such care in regard thereto as a reasonably careful person would exercise under like circumstances; the Corporation is not liable for loss or damage which could not have been avoided by the exercise of such care.
 - C. Deposited materials are not insured by the Corporation against loss or damage, however caused. Customer may insure deposits through third-party insures for any amount, including amounts in excess of the limitation of liability.
 - D. In no event shall the Corporation be liable for any consequential or incidental damages.
6. **Notices and Notice of Claim**
 - A. Notices – Any notice made pursuant to this Agreement may be given or made in writing by certified U.S. mail, hand-delivery, or fax at the addresses set out on the front side hereof until written notice of an change of address has been received.
 - B. Claims by Customer must be presented in writing to the Corporation within a reasonable time, and in no event longer than 60 days after Customer is notified by the Corporation that loss, damage or destruction to part or all of the stored material had occurred, whichever time is shorter. Such notice shall be a condition precedent on the commencement of any action or suit against the Corporation arising from this Agreement.



7. **Payment** – If Customer fails to pay the charges of the Corporation for a period of thirty days, or is otherwise in default of this Agreement, the Corporation after giving ten day's notice as provided herein, at its option (a) redeliver the stored materials to Customer at its address herein, or (b) refuse access to stored material. Customer shall be liable for late charges at the rate of 18% per annum, and all expenses incurred in collecting charges, which are in arrears, including reasonable attorneys' fees. The Corporation may at any time require payment by certified check prior to delivery of stored materials. The Corporation shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the deposits are stored, and the Corporation shall have such other rights and remedies as may be provided by law. If Customer is in arrears on fees for a period six months or longer, the Corporation may destroy the deposited materials ten days after written notice as provided herein addressed to Customer's most recent address in the Corporation's records. In the event the Corporation takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer. Nothing herein shall preclude the Corporation from pursuing other remedies authorized by statute or otherwise.
8. **Destruction of Data or Records** – Customer releases the Corporation from all liability by reason of destruction of data or records pursuant to Customer's directions.
9. **Ownership Warranty** – Customer warrants that it/he/she is the owner or legal custodian of the stored material and has full authority to store said material and direct its disposition in accordance with the terms of this Agreement.
10. **Indemnification** – Customer agrees to fully indemnify and hold harmless the Corporation and its employees and agents from any liability, cost or expense (including litigation expenses and reasonable attorneys' fees) arising out of the Corporation's possession of Customer's stored materials, Customer's breach of any terms or provisions of this Agreement, or the Corporation's relations with Customer or third parties pursuant to this Agreement, unless caused solely by the negligence or willful misconduct of the Corporation.
11. **No Hazardous Substances or Conditions** – Customer shall not, at any time, store with the Corporation material considered to be highly flammable, explosive, toxic or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state regulation relating to the environment or hazardous materials. All Customer premises where the Corporation's employees perform services or make deliveries hereunder shall be free of all hazardous substances and any other hazardous or dangerous conditions.
12. **Modifications and Assignment** – This Agreement binds the heirs, executors, successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by the Customer without the written consent of the Corporation.
13. **Exclusivity** – During the initial and any renewal term of this Agreement, Customer agrees to use Company exclusively for records management and magnetic media storage / tape rotation services in the South Florida Market including Miami-Dade, Broward and Palm Beach Counties.
14. **Non-Solicitation of Employees** – During the term of this Agreement and for one year thereafter, Company and Customer mutually agree not to solicit or employ any employee of the other party without prior written consent.
15. **Governing Law** – This Agreement and attachments hereto shall be governed by the laws of the State of Florida.



RECORDS MANAGEMENT AND SERVICE AGREEMENT

Records Management and Service Agreement between International Data
Depository and City of Miami Springs

Customer Name: City of Miami Springs (CIT004/CIT006)

Effective Date: November 7, 2014

STORAGE PRICING

Secure space for the storage of hard copy business records.

\$0.78 per cubic foot per month A/C Storage

\$0.29 per cubic per month non A/C Storage

\$67.27 per month minimum monthly storage fee

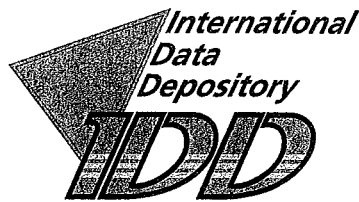
Storage charge will be billed monthly in advance.

MANAGEMENT SERVICES PRICING

Services during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., excluding holidays.

New Records: The receipt of additional customer records resulting in an increase to the customers storage balance (receiving and entry/ accessions).

Standard Additional: \$ 1.91 per cubic foot



Retrievals or Refiles: The temporary retrieval of records from or return to storage.

Standard:	\$1.97 per cubic foot
Standard:	\$2.74 per file
Rush:	\$3.36 per cubic foot
Rush:	\$4.66 per file
After Hours:	\$7.24 per cubic foot
After Hours	\$11.38 per file

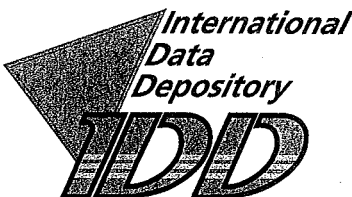
Destruction: The preparation, documentation, physical destruction of records.

\$ 3.88 per cubic foot plus retrieval

Miscellaneous Services:

Photo Copy per page	\$0.36
Barcode Labels	\$0.10
Indexing per file	\$0.57 per line
Interfiles per file	\$2.59
Fax per Page	\$0.41
Misc. Labor per hour	\$36.22
Box Purchases (10X12X15)	\$2.85
Box Purchases (Transfile)	\$5.23
Monthly Administrative Fee	\$15.52
Dock Access per item	\$1.03
Permanent Removal per c.f.	\$2.59
Destruction Bins per month (one trip per month)	\$41.40

Management services will be billed monthly in arrears.



TRANSPORTATION PRICING

Delivery/ Pick- Up

- Next Day Delivery:** \$14.49 per trip, \$1.55 per item
Call by 1:00 p.m. for delivery next day by 5:00 p.m.
- Half-Day Delivery:** \$36.22 per trip, \$1.55 per item
Call by 10:00 a.m. for delivery same day by 5:00 p.m.
- Rush Delivery:** \$51.75 per trip, \$1.55 per item
Delivered within 4 hours of request
- After Hours/ Weekend/ Holidays:** \$139.72 per trip, \$5.17 per item
Delivery within 4 hours of request

Transportation charges will be billed monthly in arrears.

Services activity volumes substantially exceeding customer norms may result in overtime charges with customer authorization.

Damaged or non standard boxes will be repacked into IDD boxes at Clients expense. Prior notification will be given if it is necessary to repack more than 20 boxes.

All other services, not specifically listed, will be charged at International Data Depository's then current rates.



AGENDA MEMORANDUM

Meeting Date: September 23, 2014

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

Via: Ron Gorland, City Manager

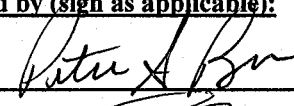

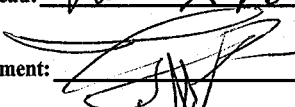
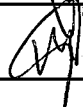
From: Peter G. Baan, Chief of Police

Subject: FY 14/15 Wireless Connectivity/Modem Card Connections for MDT's

Recommendation: Recommendation by the Police Department that Council approve an expenditure to AT&T Mobility, utilizing Western States Contracting Alliance NV w4-2001 (Piggyback Government Contract; Current Expiration 10/31/16), in an amount not to exceed \$12,000.00, for wireless connectivity/modem card connections for Mobile Data Terminals (laptops in police vehicles) as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

Discussion/Analysis: Monthly charges for wireless connectivity/modem card connections for Mobile data Terminals, as needed. See attached documentation; WSCA-NV Wireless Contract information.

Submission Date and Time: 9/23/2014 9:32 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Police Cellular Telephone Account</u>
Prepared by: <u>Leah Cates </u>	Procurement: <u></u>	Account No.: <u>001-2001-521-41.02</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u></u>	Amount previously approved: \$ <u>(FY 13/14) 12,000.00</u>
	Attorney: _____	Current request: \$ <u>12,000.00</u>
		Total vendor amount: \$ <u>12,000.00</u>



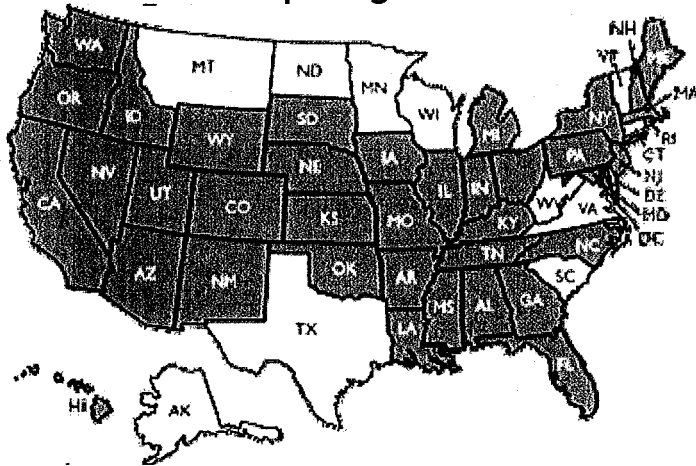
NASPO >> CURRENT COOPERATIVE CONTRACTS

Wireless Communication & Equipment (NV)

w4-2001

BASIC CONTACT INFORMATION - LEAD STATE

States where there is at least one signed Participating Addendum



Lead State: Nevada
 Lead State Contract Number: 1907
 Contact person: Teri L. Becker
 Phone: 775-684-0178
 Fax: 775-684-0188
 Email: tbecker@admin.nv.gov

LINK TO LEAD STATE WEBSITE

http://purchasing.state.nv.us/Wireless/WSCA_Only/WSCA_Only.htm

INCEPTION & EXPIRATION

Current Award: Date of Execution in 2012

Current Expiration: October 31, 2016

OVERVIEW/SUMMARY

These contracts provide both cell phone services and the cell phones for participating states, local units of government and other authorized entities.

The contracts also include bundled wireless internet and push to talk services as well as accessories, equipment and devices.

These contracts are also available to individual employees of eligible entities, based on the rules and regulations of each individual participating entity.

CONTRACTOR INFORMATION

Current contractors:

AT&T Mobility

Sprint Solutions

T-Mobile USA

Verizon Wireless

Tesco

Discountcell

PRICING

See Nevada website for links to actual contract documents and contractor websites where detailed pricing information is available.

Generally, price structure is a % discount off of current retail pricing for specific units/models.

UPDATES & OTHER PARTICIPATION

- Sprint Notice - Shutdown of Nextel National Network Effective June 2013 - June 2012
-
- iPads and similar tablet devices MEMO - Nov. 2010
- Letter regarding the sale of Netbooks - Sept. 2009

PARTICIPATION

Model Participating Addendum - *See vendor documents for PA*

PA Process Overview

To participate in this Master Agreement, download, negotiate and complete a Participating Addendum with the selected contractor(s). After Participating Addendum execution, email a PDF copy of the completed Participating Addendum (signed with both signatures) to the WSCA-NASPO point of contact identified on the Participating Addendum. If no WSCA-NASPO point of contact is identified, email a copy of the completed Participating Addendum to the WSCA-NASPO general email at wncoopdt@gmail.com.



AGENDA MEMORANDUM

Meeting Date: September 23, 2014

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

Via: Ron Gorland, City Manager *Ron*

From: Peter G. Baan, Chief of Police

Subject: FY 14/15 Veterinary Services

Recommendation: Recommendation by the Police Department that Council waive the competitive bid process and approve an expenditure to Miami Lakes Veterinary Clinic, not to exceed \$7,000.00, for veterinary services for the two police canines as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

Discussion/Analysis: For veterinary care, including wellness exams, vaccinations, surgeries, sick visits, medications, dental cleanings, emergency visits, dietary supplements, etc. provided to the two police canines. The Department has established a seventeen-year relationship with this veterinary office that has provided superior care and service. See attached memorandum from Chief Baan dated September 23, 2014.

Submission Date and Time: 9/23/2014 9:29 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <u><i>Peter G. Baan</i></u>	Dept./ Desc.: <u>Police Professional Services Account</u>
Prepared by: <u>Leah Cates <i>LC</i></u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>001-2001-521-31.00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>6,800.00 FY13/14</u>
	Attorney: _____	Current request: \$ <u>7,000.00</u>
		Total vendor amount: \$ <u>7,000.00</u>



Miami Springs
Police Department

Memorandum

To: Ronald K. Gorland, City Manager

From: Peter G. Baan, Chief of Police

A handwritten signature in cursive script, appearing to read "Peter G. Baan".

Subject: Veterinary Services

Date: September 23, 2014

Currently, the Police Department utilizes the Miami Lakes Veterinary Clinic for the medical needs of the Department's K-9 Patrol dogs, which includes wellness exams, vaccinations, surgeries, sick visits, medications, dental cleanings, emergency visits, dietary supplements, etc. The department has used this same vendor for the past 17 years and the quality of care is excellent. Access to care is available on a 24-hour basis. In the past the pricing for various services has been very reasonable and I expect this continue.

Based on the quality and availability of service, and the fact that the clinic is familiar with the medical history and records of the Department's dogs, I recommend that the competitive bid process be waived and the Miami Lakes Veterinary Clinic be utilized for FY 14/15.

/lc



AGENDA MEMORANDUM

Meeting Date: September 23, 2014

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

Via: Ron Gorland, City Manager

From: Peter G. Baan, Chief of Police

Subject: FY 14/15 Police Annual Software Support & Maintenance Contract Renewal

Recommendation: Recommendation by the Police Department that Council approve an expenditure to USA Software, Inc., in the amount of \$17,423.45, for annual software support and maintenance contract renewal as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

Discussion/Analysis: The renewal of the Police Department's annual software agreement beginning October 1, 2014 through September 30, 2015, for police records management software. See attached letter from USA Software, Inc. dated August 4, 2014.

Submission Date and Time: 9/23/2014 9:33 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <u><i>Peter G. Baan</i></u>	Dept./ Desc.: <u>Police Repairs & Maintenance Account</u>
Prepared by: <u>Leah Cates <i>LC</i></u>	Procurement: <u><i>G.P.</i></u>	Account No.: <u>001-2001-521-46.03</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ <u>(FY 13/14) 17,423.45</u>
	Attorney: _____	Current request: \$ <u>17,423.45</u>
		Total vendor amount: \$ <u>17,423.45</u>



August 04, 2014

MIAMI SPRINGS POLICE DEPARTMENT
201 WESTWARD DRIVE
MIAMI SPRINGS, FL 33166-5259

Computer System Manager:

This letter is to inform you that your USA Software, Inc. Annual Software Support & Maintenance Agreement will expire 09/30/2014. Please plan accordingly as you prepare your new budget.

Annual Support & Maintenance Agreements are available from USA Software, Inc. and are for one-year periods. Your Agreement is \$ 17,423.45 per year (price subject to change).

SUPPORT & MAINTENANCE AGREEMENT FEATURES

- * Unlimited telephone technical support on products listed in your USA Software Software Support & Maintenance Agreement, Schedule A.
- * Customers who upgrade to, or purchase, Version 6 or higher of USA Software products and who keep their Annual Software Support & Maintenance Agreement active and current, will receive future version releases of, as well as upgrades and bug fixes to, USA Software products of the same database type at no cost for the software. There may, however, be some costs associated with these version releases, upgrades, etc., that are beyond USA Software, Inc. control, such as third party user licensing fees, etc., which are passed on to the customer. Upgrades to other databases, such as Microsoft SQL Server, Oracle, etc., will be chargeable upgrades.

Referral Policy - if another agency (Police/Fire/EMS) purchases a USA Software, Inc. system as a result of a qualified sales lead furnished by your agency, we will give you a standard USA Software, Inc. module free of charge.

If you would like additional information on the USA Software, Inc. Annual Software Support & Maintenance Agreement, please feel free to call us at 954-436-3911.

To renew your agreement, please send a check or purchase order to USA Software, Inc. in the amount listed above.

Please mail remittance to: USA Software, Inc.
9900 Stirling Road
Suite 302
Cooper City, FL 33024





AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *Ron*

From: William Alonso, Assistant City Manager/ Finance Director

Subject: Becker & Poliakoff, P.A.(Formerly The Fuentes & Rodriguez Consulting Group)

RECOMMENDATION:

Recommendation by City Manager that Council approve an expenditure to Becker & Poliakoff, P.A.(Formerly The Fuentes & Rodriguez Consulting Group), paid in three equal payments in an amount not to exceed \$ 45,000.00, for consulting and lobbying services, as funds were approved in the FY14/15 Budget, and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period.

Spent in FY 13/14: \$ 45,826.23

FISCAL IMPACT: None as funds were approved in the FY 14/15 Budget.

Submission Date and Time: 10/8/2014 12:01 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: <u><i>[Signature]</i></u>	Dept./ Desc.: <u>various depts.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>City Mgr./Professional Services /001-0201-512-31-00- \$45,000.00</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>45,000.00</u>
		Total vendor amount: \$ <u>45,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager

From: Jorge Fonseca, IT Director

Subject: Cost of our annual offsite hosting ASP contract for our usage of the Sungard H.T.E. software.

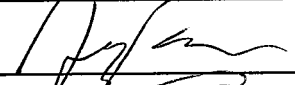
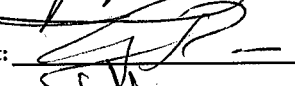
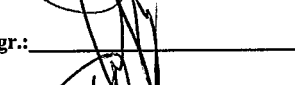
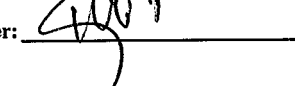
RECOMMENDATION:

Recommendation by Information Technology that Council approve an expenditure to Sungard Public Sector, Inc, in the amount of \$ 121,776.00, for offsite ASP hosting for Sungard as funds were approved in the FY14/15 Budget pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period.

DISCUSSION: ASP renewal agreement #MIAS-1879LG-130482-1 monthly access fee of contract commencing on November 1, 2013 as approved by council on October 14, 2013 for 5 years in the amount of \$121,776.00 annually.

Spent in FY 13/14: \$ 121,759.00

Submission Date and Time: 10/2/2014 1:07 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Information Technology</u>	Dept. Head: 	Dept./ Desc.: <u>Information Tech Contractual Svcs</u>
Prepared by: <u>Moira Ramos</u>	Procurement: 	Account No.: <u>001-5301-513-34-00</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: \$ _____
	Attorney: _____	Current request: \$ <u>121,776.00</u>
		Total vendor amount: \$ <u>121,776.00</u>

**Supplement to the SunGard Public Sector Inc. Application Service Provider Agreement
Schedule A - Order Form**

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector Inc. Application Service Provider Agreement dated October 29, 2008 herewith (Agreement), between **SunGard Public Sector Inc. (SunGard Public Sector)** and **City of Miami Springs, FL (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name: City of Miami Springs, FL
Agreement Number: MIAS-1879LG-130482-1

	Yes	No
Initial Order Form		X
Replacement Order Form		X

Commencement Date: Begins November 1, 2013 and continues for a period of sixty (60) months from the date the initial Monthly Access Fee is due under this Schedule A – Order Form.

Application Groups: Monthly Access Fees

	Applications and/or Services	Monthly Access Fee (60 months)
Renewal Service	ASP Renewal - 081200-1, 081200-2, 081200-3, 081200-5, 081200-6, 081200-7	\$ 10,148
Existing Products (Currently Licensed)	GMBA (GM), Purchasing/Inventory (PI), Payroll/Personnel (PR), Cash Receipts (CR), Accounts Receivable (MR), Asset Management I (FA), Fleet Management (FM), Land Management (LX), Occupational Licenses (OL), Code Enforcement (CE), Building Permits (BP), Customer Information System (CX), Work Orders/Facility Management (WF), Procurement Card Tracking (PC), Click2Gov Core Module (K1), Click2Gov CIS (K2), Click2Gov Building Permits (K3), One Point Point-of-Sale (KM), Click2Gov Employee Self Service (KI), QRep Catalogs GM, PI, PR, CR, MR, FA, FM, LX, OL, CE, BP, CX, WF, PC (CJ), Document Management Services (DX), Rec Trac I/F to GMBA (VG), ASP Imaging Interface Financials (IE), ASP Imaging Interface Community (IL), Imaging Interface Utilities (IU), Timekeeping Interface (TC)	Included in Monthly Access Fee
Existing Products (Third Party - Currently Licensed)	QRep Admin (2 Users) - CG Admin, QRep End User (4 Users) - CG, GTG Looking Glass Viewer (8 seats), Executime Time & Attendance - Up to 250 Employees	Included in Monthly Access Fee
Retrofit Modifications	9 Objects	Included in Monthly Access Fee
Services	HELP Card, Disaster Recovery Plan for SunGard Public Sector applications	Included in Monthly Access Fee
Concurrent Sessions - Monthly Access Fee		
12	ASP Shared Environment	Included in Monthly Access Fee
	Subtotal:	10,148
	Total Proposed System:	\$ 10,148

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

3. **Payment Terms:**

Monthly Access Fee:

The initial Monthly Access Fee will be due November 1, 2013. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of sixty (60) months at the rates listed below.

Months 1-60 \$10,148.00 per month or \$121,776.00 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Travel and Living Expenses:

Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

Notes:

¹ Monthly Access Fees listed above are for the Applications and Services listed in this Schedule A-Order Form only.

² Following the execution of this Schedule A-Order Form, any new Modification Retrofits provided by SunGard Public Sector will be added to the next annual renewal period, pursuant to Section 4 below.

4. **Modification Retrofits.** For each non-standard Application in library HTEMOD that was written by SunGard Public Sector or any Application that has had custom modifications performed by SunGard Public Sector at the Customer's request, SunGard Public Sector will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard Public Sector. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.

5. **Third Party Products - Software and Hardware.**

5.1. Grant of Third Party Licenses. Where applicable, SunGard Public Sector grants to Customer a personal, non-transferable, non-exclusive, limited-scope sublicense to use, in accordance with the license, use and confidentiality restrictions and other provisions of this Agreement, the third party software set forth on Schedule A ("Third Party Software Products") subject to the following additional conditions: (i) the Third Party Product shall be used only in conjunction with any permissible use of the Application software specifically authorized hereunder, and (ii) the Third Party Products shall be used only in accordance with the Third Party Products documentation.

5.2. Third Party Products. During the term of this Agreement, SunGard shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard Public Sector by the licensor(s) or manufacturer(s) of the Third Party Products, to the extent possible without additional cost to SunGard Public Sector, as and if permitted by SunGard Public Sector's agreement with the licensor of the Third Party Products, and to the extent such warranties and indemnities pertain to Customer's use of the Third Party Products hereunder. In the event of any defect in any Third Party Products supplied by SunGard Public Sector, SunGard Public Sector will use commercially reasonable efforts to replace or correct the Third Party Products without charge, unless it has been damaged or corrupted after supply by SunGard Public Sector (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to modify the Software or Third Party Products). If such damage or corruption has occurred after supply by SunGard Public Sector, SunGard Public Sector reserves the right to refuse to replace or correct the Third Party Products or to impose charges for so doing. Provided that SunGard Public Sector complies with this provision, it shall face no further liability with respect to any defect in any Third Party Products.

CITY OF MIAMI SPRINGS, FL

[Handwritten Signature]

Authorized Signature

RONALD K. GORLAND

Print Name & Title

10.15.2013

Date

SUNGARD PUBLIC SECTOR INC.

[Handwritten Signature]

Authorized Signature

VP and Controller, SunGard Public Sector Inc.

Print Name & Title

01/14/2013

Date



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *[Signature]*

From: Paul O'Dell, Golf and Country Club Director

Subject: Greens Grade- Golf Course Labor Services

RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Greens Grade Inc., on an "as needed basis" in the amount of \$ 432,000.00, for golf course labor services as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period.

DISCUSSION:

Greens Grade, Inc. was awarded a contract with the City for golf course labor services under RFP# 01-13/14. The initial contract is for a one year period with the options to renew 4 additional one year periods.

Spent in FY 13/14: \$ 396,362.31

FISCAL IMPACT: None, as funds were approved in the FY14/15 Budget

Submission Date and Time: 10/7/2014 11:29 AM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Mnt./Contractual Services</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>0015708-572-34-01</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>432,000.00</u>
		Total vendor amount: \$ <u>432,000.00</u>

Proposal Pricing

Labor Title:	A Hourly Rate:	B Proposed "Profit Margin"	C Billable Rate (A*B=C)	D Number of Employees required	E Hours per year (Based on 40 hours)	F Sub Totals (Billable rate times number of employees times hours per year) (C*D*E=F)	G Annual Cost per Position at the 1.30 multiplier	H FY 13/14 TOTALS with a multiplier of 1.287	I Annual Cost per Position at the 1.287 multiplier	J Difference from FY 13/14 and FY 14/15
Assistant Superintendent/ Irrigation Tech	\$17.00/per person per hour	1.30	\$22.10	1	2080	\$45,968.00	\$45,968.00	\$45,508.32	\$45,508.32	\$459.68
Mechanic	\$16.00/per person per hour	1.30	\$20.80	1	2080	\$43,264.00	\$43,264.00	\$42,831.36	\$42,831.36	\$432.64
Spray Technician	\$15.00/per person per hour	1.30	\$19.50	1	2080	\$40,560.00	\$40,560.00	\$40,154.40	\$40,154.40	\$405.60
Equipment Operators	\$13.00/per person per hour	1.30	\$16.90	3	2080	\$105,456.00	\$35,152.00	\$104,401.44	\$34,800.48	\$1,054.56
Greenskeepers	\$9.00/per person per hour	1.30	\$11.70	8	2080	\$194,688.00	\$24,336.00	\$192,741.12	\$24,092.64	\$1,946.88
PROPOSED ANNUAL CONTRACT PRICE (Sum of Sub Totals) :						\$429,936.00		\$425,636.64		\$4,299.36

SPECIAL CONDITIONS

SCOPE The intent of these specifications is to set forth and convey to prospective proposers the **GOLF COURSE LABOR MAINTENANCE** as desired by the City of Miami Springs.

TERM OF CONTRACT This contract will be in **effect for one (1) year** period effective from date of award and the prices quoted hereunder shall be firm to the City of Miami Springs for the duration of the contract. Prior to, or upon completion, of that initial term, the City of Miami Springs shall have the **option to renew this contract for an additional four (4) one (1) year periods on a year-to-year basis**. The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

Indicate your acceptance or rejection of the City's renewal options by initialing the appropriate box and providing the Profit Margin Increases quoted for each option year below.

Initials:

Accept <i>KK</i>	Reject
---------------------	--------

Profit Margin Increase

Option Year #1 1.30
Option Year #2 1.30
Option Year #3 1.30

TERMINATION OF CONTRACT The City of Miami Springs reserves the right to terminate this contract if the successful proposer fails to perform satisfactorily in all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of such cancellation, the City additionally reserves the right to make the award for the balance of the contract period to the next higher proposer.

EVALUATION OF PROPOSALS Proposal evaluation will be based on:

- Cost of services to the City of Miami Springs.
- Experience of proposer.
- Qualifications.

2.4.2 The company shall be responsible for the personnel's conduct at all job sites. Any complaints registered about the behavior of these employees shall result in the immediate replacement of the workers involved. City staff also reserves the right to have any employee that is not performing work properly replaced immediately by the company.

2.4.3 Only personnel familiar with the various types of work to be performed under this contract shall perform the required tasks. The Company must submit written proof of the qualification requirements listed herein and throughout the entire RFP document.

1) A minimum of three years' experience in the management of golf courses maintenance of similar size and scope in Florida and must be demonstrated by the Project Manager.

2.6 Terminology

For the purpose of the details of this Proposal, the following shall be used:

- A. Owner: City of Miami Springs
- B. Contract Administrator: Paul O'Dell, Golf Director or his designee
- C. Company/Proposer: The Contracting Company submitting a Proposal or Company awarded the contract for labor services.
- D. Designated Project Manager: The person designated by the Company who shall be responsible for day to day operations associated with these specifications.

2.7 Authority

The Golf Director or designee shall have the authority to make or approve decisions and/or modifications to said work. Any request by the Company for modifications regarding work must be submitted in writing and approved by the Authorized Representative. A copy of all such correspondence must be submitted to the Attn: Tammy Romero, City Hall, 201 Westward Drive, Miami Springs, Fl. 33166. The Company shall not, at any time during the tenure of the agreement, subcontract any part of the operations or assign any part of this Agreement, except under and by virtue of permission granted by the City through the proper officials.

The Golf Director or designee shall be responsible for contract supervision and routine communication with the Company, any subcontractors, and residents.

2.8 Contact Information

The Company shall provide the City with the name, telephone/fax number(s) email address and cellular number of the Designated Project Manager. This person shall be immediately available 24 hours per day, 365 days per year in order to answer questions, correct deficiencies in the maintenance work and to handle emergencies.

Golf Course

2.9 General Scope of Work

Provide all labor and supervision necessary to perform general landscaping, general and specific labor related services to golf course maintenance as described below.

Assistant Superintendent/ Irrigation Tech- must have a minimum 2 year associate degree in turf grass management. Must have their Florida Pesticide License or be able to obtain one in 6 months. Must

have a minimum 3 years' experience. Must have the knowledge and skill on how to maintain and operate an irrigation system.

Mechanic - must have a minimum 5 years' experience working and maintaining golf course equipment. Must be able to outline and organize a preventative maintenance plan. Must be readily available for field work.

Spray Technician - must have Florida Pesticide License or be able to obtain one in less than 6 months. Must have at least 4 years of experience of applying chemicals and be capable to do any maintenance work on the golf course.

Equipment Operators - must have a minimum of 4 years' experience working on a golf course. Must be able to operate any piece of equipment. Must have the knowledge and skill to perform any type of labor.

Greenskeepers - must have a minimum of 1 year experience in lawn care or landscaping. Must be willing to learn new skills and operate various pieces of machinery.

2.10 **Schedule - Golf Course**

The amount of labor required for the Golf Course shall be:

Fourteen (14) workers up to 40 hours per week x 52 weeks per year as follows:

- 1 Assistant Superintendent/ Irrigation Tech
- 1 Mechanics
- 1 Spray Technician
- 3 Equipment Operators
- 8 Greenskeepers

Normal weekday hours are: 6:00 a.m. – 2:30 p.m. (Monday – Thursday)
6:00 a.m. – 11:00 a.m. (Friday)

Normal weekend hours are: 5:00 a.m. – 8:00 a.m. (Saturday & Sunday)

The Golf Course Superintendent shall work with the Company to establish regular work hours of operation which include weekends and all holidays.

2.11 **Requirements**

Mowing Greens - Workers shall be required to mow greens on a daily basis. Workers mowing greens shall have experience with the operation and maintenance of riding greens mowers such as Toro 3250 greens mower and Toro mowers.

Mowing Fairways - Workers shall be required to mow fairways as directed. Workers operating the fairway mower shall have experience with the function and maintenance of hydraulically driven fairway units.

Pesticide Applications - The Spray Technician shall be required to have a Florida Pesticide Applicators License and be experienced in the use of pesticides on golf courses. Worker shall also have experience with fertilizer applications and general knowledge of types of fertilizer available. All

treatments shall be made under the direction of the Golf Course Superintendent. Worker shall be required to keep records of all applications made to the golf course.

Mowing Tees - Workers shall be required to mow tees as directed. Workers mowing tees shall have experience in the operation and maintenance of riding triplex mowers.

Mowing Slopes - Workers mowing slopes shall be required to mow slopes of greens and tees as directed. Workers mowing slopes shall have experience in the operation of pull gang units, as well as, hydraulically operated triplex mowers.

Mowing Rough - Workers mowing rough shall be required to cut rough as directed. Workers shall have experience in the operation of rotary mowers and pull gang units.

Irrigation Operation - Workers involved in operation of the irrigation system shall have experience in the operation of electric valve-in-head sprinklers, repair and maintenance of PVC pipe, and some general knowledge of pump station operation.

Course Set-Up - Workers involved in course set up operations shall have experience in cutting cups, tee placement, and general knowledge of the game of golf.

Edging Sand Traps and Cart Paths - Workers involved in edging sand traps shall have experience in the operation of a gas edger, weed eater (line trimmer), and hand held blower.

Sod Installation - Workers involved in sod installation shall have experience in the use of a sod cutter, trap rake and tractor operation. All areas renovated on the golf course shall be designated by the Golf Course Superintendent.

General Landscaping - Workers involved in landscaping projects shall have the experience in the use of edgers, weed eaters (line trimmer), hedge trimmer, chainsaws, and blowers. Landscape projects are performed at the clubhouse and golf course grounds designated by the Superintendent.

Hurricane Preparation - All workers shall help with the necessary hurricane preparations prior to hurricane warnings which include: shutter installation at the pro-shop and clubhouse and restroom facilities, course pick-up, preparing the grounds in the City's course and storage of equipment at the maintenance facility.

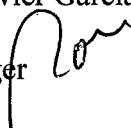
General Labor - All workers shall be able to accomplish general labor duties which include: shoveling, raking, sweeping dusting, lifting 50+ pounds, shop clean-up, restroom clean-up water cooler refills, painting and any other related duties for the golf course.



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Paul O'Dell, Golf and Country Club Director

Subject: Neff Rentals

RECOMMENDATION:

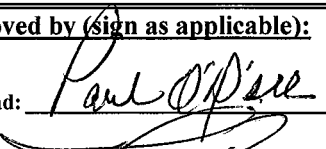
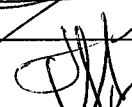

Recommendation by Golf that Council authorize the issuance of a Purchase Order to Neff Rentals, utilizing Miami Dade County contract # 84465/17-1, on an "as needed basis" in the amount of \$46,000.00, for rental of a tractor and lift equipment as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: The golf course needs a tractor and a boom lift in order to complete maintenance to the golf course.

Spent in FY 13/14: \$ 47,267.16

FISCAL IMPACT: None, as funds were approved in the FY 14/15 Budget

Submission Date and Time: 10/7/2014 11:49 AM

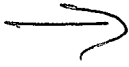
<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: 	Dept./ Desc.: <u>Golf Mnt.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: _____	Account No.: <u>Rentals & Leases</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: <u>001-5708-572-44-00</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>46,000.00</u>
		Total vendor amount: \$ <u>46,000.00</u>



CONTRACT AWARD SHEET
Internal Services Department
Procurement Management Services

Bid No. 8446-5/17-1
Award Sheet

DIVISION



BID NO.: **8446-5/17-1**

PREVIOUS BID NO.:

TITLE: **CONSTRUCTION EQUIPMENT RENTAL**

CURRENT CONTRACT PERIOD: **04/01/2013** through **03/31/2018**

Total # of OTRs: **1**

MODIFICATION HISTORY

Bid No. 8446-5/17-1

Award Sheet

DPM Notes

APPLICABLE ORDINANCES

LIVING WAGE: No UAP: Yes IG: No

OTHER APPLICABLE ORDINANCES:

CONTRACT AWARD INFORMATION:

<u>No</u> Local Preference	<u>No</u> Micro Enterprise	Full Federal Funding	<u>No</u> Performance Bond
Small Business Enterprise (SBE)	PTP Funds	Partial Federal Funding	<u>No</u> Insurance
Miscellaneous:			

REQUISITION NO.:

PROCUREMENT AGENT: **Celeste Walker**

PHONE: 305 375-5683 FAX: EMAIL: CEWALKE@MIAMIDADE.GOV

VENDOR NAME: NEFF RENTAL LLC
 DBA:
 FEIN: 273496540 SUFFIX: 01 33178
 STREET: 3750 NW 87TH AVE SUITE 400 CITY: MIAMI ST: FL ZIP:
 FOB_TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: 888-709-6333

VENDOR INFORMATION:

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside Bid Pref.
	Micro Ent.	Selection Factor Goal
	Other:	Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
ROBERT M VEAZEY	305-513-3350	888-709-6333	813-626-4089	RVEAZEY@NEFFCORP.COM

VENDOR NAME: GOLD COAST HI LIFT INC
 DBA:
 FEIN: 300027694 SUFFIX: 01 33020
 STREET: 2910 STIRLING ROAD CITY: HOLLYWOOD ST: FL ZIP:
 FOB_TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside Bid Pref.
	Micro Ent.	Selection Factor Goal
	Other:	Vendor Record Verified?

Vendor Contacts:


Name	Phone1	Phone2	Fax	Email Address
FRANK J VILLELLA	954-920-5438	-	954-920-5433	SALES@GCIRON.COM



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Paul O'Dell, Golf and Country Club Director

Subject: Harrell's, LLC

RECOMMENDATION:

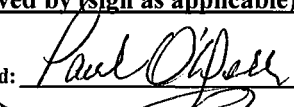
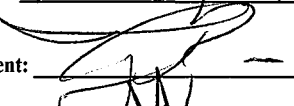
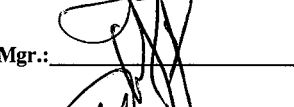

Recommendation by Golf that Council authorize the issuance of a Purchase Order to Harrell's LLC, utilizing Miami Dade County contract # 9020-1/19 and 9020-1/19-1, on an "as needed basis" in the amount of \$30,000.00, for soluble fertilizers as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: The golf course needs these fertilizers to improve playability of greens, tees and fairways.

Spent in FY 13/14: \$ 54,387.62

FISCAL IMPACT: None, as funds were approved in the FY 14/15 Budget

Submission Date and Time: 10/7/2014 12:23 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Golf Mnt.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <u></u>	Account No.: <u>Chemicals & Fertilizers</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u></u>	Additional Funding: <u>001-5708-572-52-31</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u></u>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>30,000.00</u>
		Total vendor amount: \$ <u>30,000.00</u>



**CONTRACT AWARD SHEET
DEPARTMENT OF PROCUREMENT MANAGEMENT**

*Bid No. 9020-1/19
Award Sheet*

DIVISION

BID NO.: 9020-1/19

PREVIOUS BID NO.: IB9018-1/09

TITLE: FERTILIZERS (PRE-QUALIFICATION)

CURRENT CONTRACT PERIOD: 11/01/2009 through 10/31/2014

Total # of OTRs: 1

MODIFICATION HISTORY

Bid No. 9020-1/19

Award Sheet

DPM Notes

APPLICABLE ORDINANCES

LIVING WAGE: No

UAP: Yes

IG: No

OTHER APPLICABLE ORDINANCES:

CONTRACT AWARD INFORMATION:

<u>No</u> Local Preference	<u>No</u> Micro Enterprise	Full Federal Funding	<u>No</u> Performance Bond
Small Business Enterprise (SBE)	PTP Funds	Partial Federal Funding	<u>No</u> Insurance
Miscellaneous:			

REQUISITION NO.:

PROCUREMENT AGENT: **LINA BONILLA**
 PHONE: 305 375-3633 FAX: 305 375-4407 EMAIL: LBONILL@MIAMIDADE.GOV

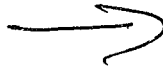
VENDOR NAME: AGRIMUM ADVANCED TECHNOLOGIES U S INC
 DBA:
 FEIN: 204910688 SUFFIX: 01 80538
 STREET: 2915 ROCKY MOUNTAIN AVE STE 400 CITY:LOVELAND ST: CO ZIP:
 FOB_TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Bid Pref.
		Goal
		Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
GARY S MORGAN	386-527-0682	-	386-767-2661	GMORGAN@AGRIUMAT.COM



VENDOR NAME: HARRELLS LLC
 DBA:
 FEIN: 261595082 SUFFIX: 01 33030
 STREET: 1120 NW 7TH STREET CITY:HOMESTEAD ST: FL ZIP:
 FOB_TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: 800-282-8007

VENDOR INFORMATION:

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Bid Pref.
		Goal
		Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
DAVID PLUNKETT	954-914-3242	800-282-8007	954-208-7675	DPLUNKETT@HARRELLS.COM



CONTRACT AWARD SHEET
Internal Services Department
Procurement Management Services

Bid No. 9020-1/19-1
Award Sheet

DIVISION



BID NO.: 9020-1/19-1
 TITLE: FERTILIZERS (PRE-QUALIFICATION)
 CURRENT CONTRACT PERIOD: 11/01/2014 through 10/31/2019
 Total # of OTRs: 1

PREVIOUS BID NO.:

MODIFICATION HISTORY

Bid No. 9020-1/19-1

Award Sheet

DPM Notes

APPLICABLE ORDINANCES

LIVING WAGE: No UAP: No IG: No

OTHER APPLICABLE ORDINANCES:

CONTRACT AWARD INFORMATION:

<u>No</u> Local Preference	<u>No</u> Micro Enterprise	Full Federal Funding	<u>No</u> Performance Bond
Small Business Enterprise (SBE)	PTP Funds	Partial Federal Funding	<u>No</u> Insurance
Miscellaneous:			

REQUISITION NO.:

PROCUREMENT AGENT: ANTHONY WELLS
 PHONE: 305 375-0000 FAX: EMAIL: AWELLS@MIAMIDADE.GOV



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *Ron Gorland*

From: Paul O'Dell, Golf and Country Club Director

Subject: Howard's Fertilizer & Chemicals

RECOMMENDATION:

Recommendation by Golf that Council authorize the issuance of a Purchase Order to Howard's Fertilizer, utilizing Miami Dade County contract # 9020-1/19 and 9020-1/19-1, on an "as needed basis" in the amount of \$90,000.00, for pre-emergent fertilizers as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: The golf course needs these pre-emergent fertilizers to control invasive weeds.

Spent in FY 13/14: \$ 100,726.32

FISCAL IMPACT: None, as funds were approved in the FY 14/15 Budget

Submission Date and Time: 10/7/2014 12:40 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <u><i>Paul O'Dell</i></u>	Dept./ Desc.: <u>Golf Mnt.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>Chemicals & Fertilizers</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: <u>001-5708-572-52-31</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>90,000.00</u>
		Total vendor amount: \$ <u>90,000.00</u>



**CONTRACT AWARD SHEET
DEPARTMENT OF PROCUREMENT MANAGEMENT**

*Bid No. 9020-1/19
Award Sheet*

DIVISION

BID NO.: 9020-1/19

PREVIOUS BID NO.: IB9018-1/09

TITLE: FERTILIZERS (PRE-QUALIFICATION)

CURRENT CONTRACT PERIOD: 11/01/2009 through 10/31/2014

Total # of OTRs: 1

MODIFICATION HISTORY

Bid No. 9020-1/19

Award Sheet

DPM Notes

APPLICABLE ORDINANCES

LIVING WAGE: No

UAP: Yes

IG: No

OTHER APPLICABLE ORDINANCES:

CONTRACT AWARD INFORMATION:

No Local Preference

No Micro Enterprise

Full Federal Funding

No Performance Bond

Small Business Enterprise (SBE)

PTP Funds

Partial Federal Funding

No Insurance

Miscellaneous:

REQUISITION NO.:

PROCUREMENT AGENT:

LINA BONILLA

PHONE: 305 375-3633

FAX: 305 375-4407

EMAIL: LBONILL@MIAMIDADE.GOV

DEPARTMENT OF PROCUREMENT MANAGEMENT

DIVISION

Page 1 of 5

VENDOR NAME: HOWARD FERTILIZER & CHEMICAL CO INC
 DBA:
 FEIN: 590788131 SUFFIX: 02 32862
 STREET: 8306 S ORANGE AVE CITY:ORLANDO ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
DALE W ANDERSON	954-444-7857	-	954-893-9361	DANDERSON@HOWARDFERT.COM

VENDOR NAME: GREEN WAY TURF INC
 DBA:
 FEIN: 651150823 SUFFIX: 01 33351
 STREET: 10008 NW 53 STREET CITY:SUNRISE ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: 954-347-8234

VENDOR INFORMATION:

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Vendor Record Verified?

Vendor Contacts:


Name	Phone1	Phone2	Fax	Email Address
JASON MARET - SALE REP	954-741-4041	954-347-8234	954-741-4082	GREENWAYTURF@GMAIL.COM



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Paul O'Dell, Golf and Country Club Director

Subject: US Lubricants- Fuel

RECOMMENDATION:

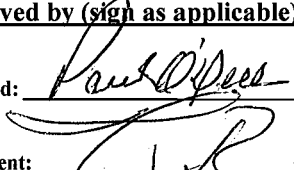
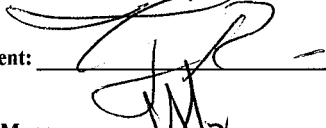

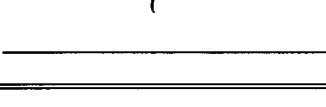
Recommendation by Golf that Council approve an expenditure to US Lubricants, the lowest responsible quote, on an "as needed basis" in the amount of \$ 60,740.00, for fuel for the golf equipment and golf carts as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (C)(2) of the City Code.

DISCUSSION: Fuel for the golf equipment and golf carts.

Spent in FY 13/14: \$ 50,056.50

FISCAL IMPACT: None, as funds were approved in the FY 14/15 Budget

Submission Date and Time: 10/7/2014 1:16 PM

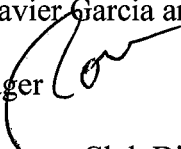
<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: 	Dept./ Desc.: <u>Golf Mnt.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: 	Account No.: <u>Fuel</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: <u>001-5708-572-52-02</u> <u>001-5707-572-52-02</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>60,740.00</u>
		Total vendor amount: \$ <u>60,740.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Paul O'Dell, Golf and Country Club Director

Subject: Hector Turf- Toro Parts and repairs

RECOMMENDATION:


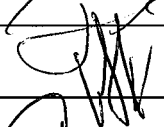
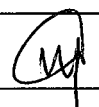
Recommendation by Golf that Council approve an expenditure to Hector Turf, as a sole source provider, on an "as needed basis" in the amount of \$ 25,000.00, for golf course equipment repairs and parts as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: For parts needed for repairs on machinery and irrigation system.

Spent in FY 13/14: \$ 22,554.19

FISCAL IMPACT: None, as funds were approved in the FY 14/15 Budget

Submission Date and Time: 10/7/2014 1:00 PM

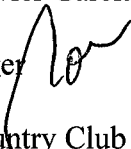
<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: 	Dept./ Desc.: <u>Golf Mnt.</u>
Prepared by: <u>Tammy Romero</u>	Procurement: _____	Account No.: <u>Repairs and Maintenance</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: <u>001-5708-572-46-00</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>25,000.00</u>
		Total vendor amount: \$ <u>25,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Paul O'Dell, Golf and Country Club Director

Subject: Foot Joy- golf merchandise and apparel

RECOMMENDATION:

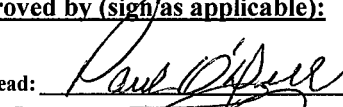
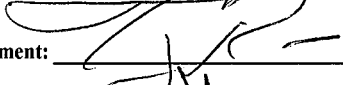
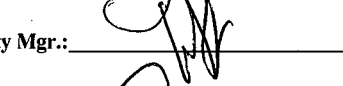
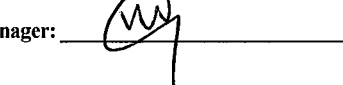
Recommendation by Golf that Council approve an expenditure to Foot Joy, as a sole source provider, on an "as needed basis" in the amount of \$ 12,000.00, for golf apparel, gloves and shoes for resale at the golf shop as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: For golf apparel, gloves and shoes for resale at the golf shop

Spent in FY 13/14: \$ 11,074.24

FISCAL IMPACT: None, as funds were approved in the FY 14/15 Budget

Submission Date and Time: 10/7/2014 1:21 PM

<u>Submitted by:</u>	<u>Approved by (sign/as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: 	Dept./ Desc.: <u>Golf Pro</u>
Prepared by: <u>Tammy Romero</u>	Procurement: 	Account No.: <u>Merchandise</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: <u>001-5707-572-52-05</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>12,000.00</u>
		Total vendor amount: \$ <u>12,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *[Signature]*

From: Paul O'Dell, Golf and Country Club Director

Subject: Titleist- merchandise and apparel

RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Titleist, as a sole source provider , on an "as needed basis" in the amount of \$ 15,000.00, for golf merchandise, golf balls, driving range balls, caps and gloves for resale at the golf shop as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: For merchandise, golf balls, driving range balls, caps and gloves for resale at the golf shop

Spent in FY 13/14: \$ 25,775.69

FISCAL IMPACT: None, as funds were approved in the FY 14/15 Budget

Submission Date and Time: 10/7/2014 1:21 PM

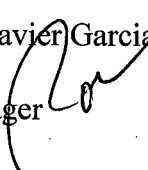
<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <i>[Signature: Paul O'Dell]</i>	Dept./ Desc.: <u>Golf Pro</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <i>[Signature]</i>	Account No.: <u>Merchandise</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: <u>001-5707-572-52-05</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>15,000.00</u> Total vendor amount: \$ <u>15,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Paul O'Dell, Golf and Country Club Director

Subject: Miami Herald

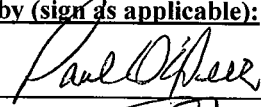
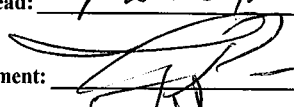
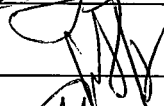

RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Miami Herald, as a sole source provider, on an "as needed basis" in the amount of \$ 10,000.00, for marketing and advertising the golf course as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: For larger circulations of notifications for marketing and advertising the golf course
Spent in FY 13/14: \$ 26,668.11

FISCAL IMPACT: None, as funds were approved in the FY 14/15 Budget

Submission Date and Time: 10/7/2014 4:27 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: 	Dept./ Desc.: <u>Golf Pro</u>
Prepared by: <u>Tammy Romero</u>	Procurement: 	Account No.: <u>Advertising</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: 	Additional Funding: <u>001-5707-572-48-00</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: 	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>10,000.00</u>
		Total vendor amount: \$ <u>10,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *Ron Gorland*

From: Paul O'Dell, Golf and Country Club Director

Subject: Ultimate Corp. Advertising

RECOMMENDATION:

Recommendation by Golf that Council approve an expenditure to Ultimate Corp, as a sole source provider, on an "as needed basis" in the amount of \$ 15,000.00, for seasonal advertising of the golf course with the University of Miami, Miami Dolphins and the Miami Heat as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION: For seasonal advertising of the golf course with the University of Miami, Miami Dolphins and the Miami Heat

Spent in FY 13/14: \$ 7500.00

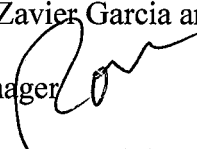
FISCAL IMPACT: None, as funds were approved in the FY 14/15 Budget

Submission Date and Time: 10/7/2014 1:42 PM

<u>Submitted by:</u>	<u>Approved by (signas applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: <i>Paul O'Dell</i>	Dept./ Desc.: <u>Golf Pro</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <i>[Signature]</i>	Account No.: <u>Advertising</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: <u>001-5707-572-48-00</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>15,000.00</u>
		Total vendor amount: \$ <u>15,000.00</u>



AGENDA MEMORANDUM

Meeting Date: 10/13/2014
To: The Honorable Mayor Xavier Garcia and Members of the City Council
Via: Ron Gorland, City Manager 
From: Paul O'Dell, Golf and Country Club Director
Subject: Florida Superior Sand

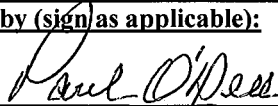
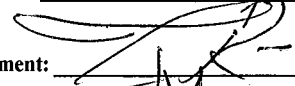


RECOMMENDATION:

Recommendation by Golf that Council authorize the issuance of a Purchase Order to Florida Superior Sand, utilizing Miami Dade County Bid # 9408-1/14-1, on an "as needed basis" in the amount of \$50,000.00, for medium grade sand as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: For medium grade sand for the golf course

Spent in FY 13/14: \$ 92,217.00

Submission Date and Time: 10/7/2014 1:46 PM

<u>Submitted by:</u>	<u>Approved by (sign/as applicable):</u>	<u>Funding:</u>
Department: <u>Golf and Country Club</u>	Dept. Head: <u></u>	Dept./ Desc.: <u>Golf Course Maintenance/Sand</u>
Prepared by: <u>Tammy Romero</u>	Procurement: <u></u>	Account No.: <u>001-5708-572-52-34</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u></u>	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u></u>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>50,000.00</u>
		Total vendor amount: \$ <u>50,000.00</u>

VENDOR NAME: FLORIDA SUPERIOR SAND INC
 DBA:
 FEIN: 650085242 SUFFIX: 01 33467
 STREET: 6801 LAKE WORTH RD STE 124 CITY: GREENACRESS ST: FL ZIP:
 FOB_TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: 800-741-8258

VENDOR INFORMATION:

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside Bid Pref.
	Micro Ent.	Selection Factor Goal
	Other:	Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
MARION JEFFERSON	800-741-8258	800-741-8258	561-969-3114	FSS5901@AOL.COM

VENDOR NAME: ENVIRONMENTAL PROCESSING SYSTEMS INC
 DBA: EPS ORGANICS
 FEIN: 650365041 SUFFIX: 02 33166
 STREET: ONE SOUTH DR CITY: MIAMI SPRINGS ST: FL ZIP:
 FOB_TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside Bid Pref.
	Micro Ent.	Selection Factor Goal
	Other:	Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
MARIA R DE LA PORTILLA	305-885-1200	-	305-877-0640	ENVIROCO@AOL.COM



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *[Signature]*

From: Tom Nash, Public Works Director

Subject: Blanket Purchase Order

Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Lowes utilizing a cooperative purchase with GSA contract # GS-21F-0039X, on an "as needed basis" in the amount of \$20,000.00 on an "as need basis" for building maintenance supplies as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: This purchase order will be used for all city building maintenance emergency & planned repairs, including locks, roofing supplies, plumbing materials, paint, door closers, shower heads, faucets, lumber, drill bits, saws, screws, nuts & bolts, spindles, handrails, pvc cement, concrete.

Spent in FY 13/14: \$ 12,820.00

Submission Date and Time: 10/6/2014 10:56 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <i>[Signature]</i>	Dept./ Desc.: <u>Repairs & Maint for all city bldgs.</u>
Prepared by: <u>Rosita Hernandez</u>	Procurement: <i>[Signature]</i>	Account No.: <u>001-5405-541-46XX</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>20,000.00</u>
		Total vendor amount: \$ _____



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C Contractor Information

(Vendors) How to change your company information

Contract #:	GS-21F-0039X	Socio-Economic :	Other than small business
Contractor:	LOWE'S HOME CENTERS, INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	1605 CURTIS BRIDGE RD WILKESBORO, NC 28697-2231	Govt. Contracting Officer:	Marlyn Ziegler
Phone:	(888)310-7791	Phone:	816-926-8364
E-Mail:	gsa@lowes.com	E-Mail:	marlyn.ziegler@gsa.gov
Web Address:	http://www.lowesforpros.com/government	Contract Clauses/Exceptions:	
DUNS:	018810275	View the specifics for this contract	
NAICS:	444110		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
51 V	HARDWARE SUPERSTORE	GS-21F-0039X		Dec 31, 2015	105 001	



**GENERAL SERVICES ADMINISTRATION - FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

SCHEDULE TITLE, GROUP, PART AND SECTION: FSC Group 51, Part V, Hardware Superstore,
Department 3 Hardware Store

FSC CLASS (ES): Various

CONTRACT NUMBER: GS-21F-0039X

CONTRACT PERIOD: January 1, 2011 – December 31, 2015

CONTRACTORS CONTACT INFO: Lowes Home Centers, Inc. Other place of performance:
1605 Curtis Bridge Road Lowe's HIW, Inc.
Wilkesboro, NC 28697 101 Andover Park E
Tax ID 56-0748358 Suite 200 Tukwila, WA 98188
Cage Code 1HFY9

Email: gsa@lowes.com
Web Site: www.lowesforpros.com/government

CONTRACTOR'S ADMINISTRATION SOURCE: Lowes Companies, Inc.
1000 Lowe's Blvd.
Mail Code A3ECS
 Mooresville, NC 28117
Phone: 888-310-7791
Fax: 336-651-3300
Email: gsa@lowes.com
Web Site: www.lowesforpros.com/government

BUSINESS SIZE: Large

INFORMATION FOR ORDERING ACTIVITIES:

1. AWARDED SPECIAL ITEM NUMBERS (SIN's): 105-001

2. MAXIMUM ORDER*: \$750,000
*If the "best value" selection places your order over the Maximum Order, identified in this catalog/price list, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$0.00

4. GEOGRAPHIC COVERAGE: 48 contiguous states, DC, Alaska & Hawaii

5. POINT(S) OF PRODUCTION: Various

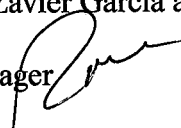
6. PROMPT PAYMENT TERMS: None



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Tom Nash, Public Works Director

Subject: Blanket Purchase Order

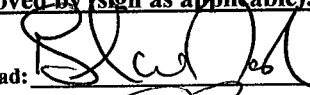
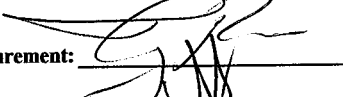
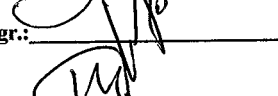
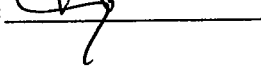
RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Miami Tiresoles, utilizing Miami Dade County contract # 14/15-06-0131, on an "as needed basis" in the amount of \$ 35,000.00, for tires, as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: To purchase automotive & truck tires used in the repair and maintenance of the City's Fleet.

Spent in FY: \$ 27,000.00

Submission Date and Time: 10/6/2014 11:02 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>All divisions that have vehicles</u>
Prepared by: <u>Rosita Hernandez</u>	Procurement: 	Account No.: <u>xxx-xxxx-xxx-5207</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: \$ _____
	Attorney: _____	Current request: \$ <u>35,000.00</u>
		Total vendor amount: \$ _____



**CONTRACT AWARD SHEET
DEPARTMENT OF PROCUREMENT MANAGEMENT**

*Bid No. 14/15-06-0131
Award Sheet*

DIVISION

BID NO.: 14/15-06-0131

PREVIOUS BID NO.: 11-13-05-0120

TITLE: TIRE & RELATED SERVICES

CURRENT CONTRACT PERIOD: 06/07/2013 through 02/28/2015

Total # of OTRs: 0

MODIFICATION HISTORY

Bid No. 14/15-06-0131

Award Sheet

DPM Notes

APPLICABLE ORDINANCES

LIVING WAGE: No UAP: Yes IG: No

OTHER APPLICABLE ORDINANCES:

CONTRACT AWARD INFORMATION:

<u>No</u> Local Preference	<u>No</u> Micro Enterprise	Full Federal Funding	<u>No</u> Performance Bond
Small Business Enterprise (SBE)	PTP Funds	Partial Federal Funding	<u>No</u> Insurance
Miscellaneous:			

REQUISITION NO.:

PROCUREMENT AGENT: LEE, JESUS

PHONE: 305 375-4264 FAX: EMAIL: FJL@MIAMIDADE.GOV

DEPARTMENT OF PROCUREMENT MANAGEMENT
DIVISION

VENDOR NAME: EARL W COLVARD INC
 DBA: BOULEVARD TIRE CENTER
 FEIN: 592183177 SUFFIX: 01 33142
 STREET: 3850 NW 30TH AVENUE CITY: MIAMI ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

<u>VENDOR INFORMATION:</u>	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
EARL W COLVARD	386-734-6447	-	305-637-9843	ECOLVARD@BOULEVARDTIRE.COM

VENDOR NAME: TIRESOLES OF BROWARD INC
 DBA: MIAMI TIRESOLES
 FEIN: 650829510 SUFFIX: 01 33016
 STREET: 7800 NW 103RD STREET CITY: HIALEAH GARDENS ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

<u>VENDOR INFORMATION:</u>	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
ROBERT COLE	305-821-2121	-	305-826-4473	TIRESOLES1@AOL.COM



AGENDA MEMORANDUM

Meeting Date: 10/13/2014
To: The Honorable Mayor Xavier Garcia and Members of the City Council
Via: Ron Gorland, City Manager
From: Tom Nash, Public Works Director
Subject: Blanket Purchase Order


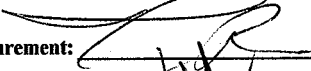

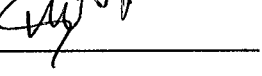
RECOMMENDATION:

Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Hydraulic Sales and Service, utilizing Miami Dade County contract # 7271-0/18, on an "as needed basis" in the amount of \$15,000.00, for hydraulic parts and repairs, as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: To purchase hydraulic parts & repairs for sanitation fleet trucks.

Spent in FY: 13/14 \$ 10,210.00

Submission Date and Time: 10/6/2014 11:04 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: Public Works	Dept. Head: 	Dept./ Desc.: Sanitation fleet repairs
Prepared by: Rosita Hernandez	Procurement: 	Account No.: 430-3401-534-4510
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: \$ _____
	Attorney: _____	Current request: \$ <u>15,000.00</u>
		Total vendor amount: \$ _____



CONTRACT AWARD SHEET
Internal Services Department
Procurement Management Services

Bid No. 7271-0/18
Award Sheet

Purchasing Division DIVISION

BID NO.: 7271-0/18

PREVIOUS BID NO.: 7271-2/07-2

TITLE: HYDRAULIC PARTS & REPAIRS-PREQUAL.

CURRENT CONTRACT PERIOD: 03/01/2009 through 02/28/2018

Total # of OTRs: 0

MODIFICATION HISTORY

Bid No. 7271-0/18

Award Sheet

<u>DPM Notes</u>

<u>APPLICABLE ORDINANCES</u>						
<table style="width:100%;"> <tr> <td><u>LIVING WAGE:</u> <u>No</u></td> <td><u>UAP:</u> <u>Yes</u></td> <td><u>IG:</u> <u>No</u></td> </tr> <tr> <td colspan="3"><u>OTHER APPLICABLE ORDINANCES:</u></td> </tr> </table>	<u>LIVING WAGE:</u> <u>No</u>	<u>UAP:</u> <u>Yes</u>	<u>IG:</u> <u>No</u>	<u>OTHER APPLICABLE ORDINANCES:</u>		
<u>LIVING WAGE:</u> <u>No</u>	<u>UAP:</u> <u>Yes</u>	<u>IG:</u> <u>No</u>				
<u>OTHER APPLICABLE ORDINANCES:</u>						

CONTRACT AWARD INFORMATION:			
<u>No</u> Local Preference	<u>No</u> Micro Enterprise	Full Federal Funding	<u>No</u> Performance Bond
Small Business Enterprise (SBE)	PTP Funds	Partial Federal Funding	<u>No</u> Insurance
Miscellaneous:			
REQUISITION NO.:			

<table style="width:100%;"> <tr> <td>PROCUREMENT AGENT: Pablo Martinez</td> </tr> <tr> <td>PHONE: 305 375-1291 FAX: 305 375-4407 EMAIL: mpablo@miamidade.gov</td> </tr> </table>	PROCUREMENT AGENT: Pablo Martinez	PHONE: 305 375-1291 FAX: 305 375-4407 EMAIL: mpablo@miamidade.gov
PROCUREMENT AGENT: Pablo Martinez		
PHONE: 305 375-1291 FAX: 305 375-4407 EMAIL: mpablo@miamidade.gov		

VENDOR NAME: HYDRADYNE LLC
 DBA:
 FEIN: 450503353 SUFFIX: 01 33166
 STREET: 7795 NW 53RD STREET CITY: MIAMI ST: FL ZIP:
 FOB_TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
WILLIAM SANTOR	305-592-8735	-	305-593-9487	WSANTOR@HYDRA-DYNE.COM

VENDOR NAME: HYDRADYNE LLC
 DBA:
 FEIN: 450503353 SUFFIX: 02 33166
 STREET: 7795 NW 53RD STREET CITY: MIAMI ST: FL ZIP:
 FOB_TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

	<i>CERTIFIED VENDOR</i>	<i>ASSIGNED MEASURES</i>
Local Vendor:	SBE	Set Aside
	Micro Ent.	Selection Factor
	Other:	Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
WILLIAM SANTOR	305-592-8735	-	504-227-0854	WSANTOR@HYDRA-DYNE.COM



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *Ron*

From: Tom Nash, Public Works Director

Subject: Contract Renewal

RECOMMENDATION:

Recommendation by Public Works that Council approve an expenditure to South Florida Maintenance (SFM), in an amount not to exceed \$ 18,720.00, for street sweeping services as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional one year period.

DISCUSSION: This is the 2nd year of the 2 year contract. The initial 2 year contract was approved by Council on 9/12/13 with options to renew 2 additional 1 year periods.

Submission Date and Time: 10/6/2014 11:10 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <u><i>[Signature]</i></u>	Dept./ Desc.: <u>Citizens Indep. Transportation Trust</u>
Prepared by: <u>Rosita Hernandez</u>	Procurement: <u><i>[Signature]</i></u>	Account No.: <u>135-0902-541-3400</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <u><i>[Signature]</i></u>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <u><i>[Signature]</i></u>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>18,720.00</u>
		Total vendor amount: \$ _____



Monday, September 15, 2014

Rosita Hernandez
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166-5289

Re: Sweeping Quote 2014

Dear Rosita:

Pursuant to your request, we can continue offering the city street sweeping services as per the specifications for the cost of \$180.00 per sweep. Therefore two sweeps per week at \$180.00 per sweep will be a total of \$18,720.00 per year.

We look forward to continue our business relationship with the City of Miami Springs. If you have any questions please feel free to contact me.

Sincerely,

Christian Infante
Christian Infante
Vice President



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *[Signature]*

From: Tom Nash, Public Works Director

Subject: Contract Renewal

RECOMMENDATION:

Recommendation by Public Works that Council approve an expenditure to Raydel Landscaping, in an amount not to exceed \$ 63,000.00, for landscaping maintenance services as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract under ITB #04-11/12 for an additional one year period.

DISCUSSION: This is the first year renewal option of the contract to Raydel Landscaping. The initial two year contract was approved by Council August 27, 2012 with options to renew 2 additional 1 year periods.

Submission Date and Time: 10/6/2014 11:09 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <i>[Signature]</i>	Dept./ Desc.: <u>Public Properties Contractual</u>
Prepared by: <u>Rosita Hernandez</u>	Procurement: <i>[Signature]</i>	Account No.: <u>001-5404-541-3400</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>63,000.00</u>
		Total vendor amount: \$ _____



9/11/14


City of Miami Springs

To whom it may concern:

Let this letter serve as a renewal of our lawn services contract same term's of agreement for one more year.

It's been a pleasure to serve the city and we will continue to provide our excellent services.

Sincerely:



Raydel Lechuga, President



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager *Ron*

From: Tom Nash, Public Works Director

Subject: Contract Renewal

RECOMMENDATION:

Recommendation by Public Works that Council approve an expenditure to Raydel Landscaping, in an amount not to exceed \$ 105,000.00, for tree trimming, removal and disposal services as funds were approved in the FY14/15 Budget, pursuant to the contract renewal option provided by the City's existing contract under ITB #04-11/12 for an additional one year period.

DISCUSSION: This is the first year renewal option of the contract to Raydel Landscaping. The initial two year contract was approved by Council August 27, 2012 with options to renew 2 additional 1 year periods.

Submission Date and Time: 10/6/2014 11:12 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: <i>[Signature]</i>	Dept./ Desc.: <u>Public Properties Contractual</u>
Prepared by: <u>Rosita Hernandez</u>	Procurement: <i>[Signature]</i>	Account No.: <u>001-5404-541-3400</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: <i>[Signature]</i>	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: <i>[Signature]</i>	Amount previously approved: \$ _____
	Attorney: _____	Current request: \$ <u>105,000.00</u>
		Total vendor amount: \$ _____



9/11/14

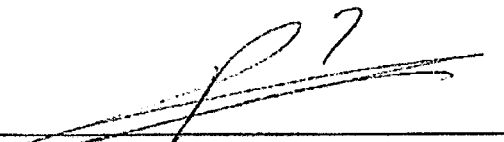
City of Miami Springs

To whom it may concern:

Let this letter serve as a renewal of our tree trimming services contract same term's of agreement for one more year.

It's been a pleasure to serve the city and we will continue to provide our excellent services.

Sincerely:



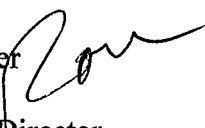
Raydel Lechuga, President



AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: Tom Nash, Public Works Director

Subject: Fuel Tracking System

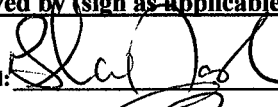
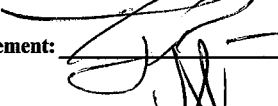
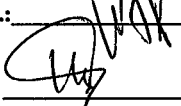
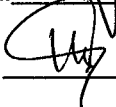
RECOMMENDATION:

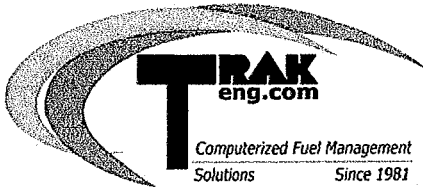
Recommendation by Public Works that Council approve an expenditure to Trak Engineering, as a sole source provider, in the amount of \$ 18,319.25, for updating our fuel tracking system as funds were approved in the FY14/15 Budget, pursuant to Section §31.11 (E)(6)(c) of the City Code.

DISCUSSION:

Our fuel tracking system was purchased twenty years ago and is outdated. There aren't parts available for repairs. The company has been trying to rebuild the same parts and they aren't always working. The fuel tracking system allows the fleet vehicles to get gasoline and charge back costs to their department.

Submission Date and Time: 10/7/2014 10:52 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: Public Works	Dept. Head: 	Dept./ Desc.: Fleet Machinery & Equip
Prepared by: Rosita Hernandez	Procurement: 	Account No.: 001-5407-541-6300
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: \$ _____
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ _____



Corporate Sales: 2901 Crescent Drive, Tallahassee, FL 32301
PH 850-878-4585 FAX 850-656-8265 www.trakeng.com



January 29, 2014 revised March 26, 2014 (discounted more items)

Mr. Tom Nash
Ms. Rosita Hernandez
City of Miami Springs
345 N Royal Poincianna Blvd
Miami Springs FL 33166

Dear Mr. Nash and Ms. Hernandez,

Trak Engineering is pleased to provide the following quotation for **upgrading your Sentry VI to the SentryGOLD Fully Automated fuel management system.**

Trak manufactures computerized Fuel Management Solutions to help you make efficient use of your fuel and fluid-related consumables. Escalating prices and diminishing resources have resulted in an increased demand for accountability of these costly assets. With 31 years of experience and over 500 customers, we continue to meet our customers' needs with solid, dependable solutions.

Please call me at 850-878-4585 ext. 325 or Eric Jackson, at ext. 304 if you have any additional questions.

Thank you for the opportunity to provide you with this quote!

Sincerely,

Katherine Blyth
Director, Sales and Marketing



Fully Automated SentryGOLD Upgrade Quote			
Item	Qty	List Price	List Total
Fully Automated RFID SentryGOLD with Key Reader - fuel island terminal	1	\$5,295.00	\$5,295.00
Sentry Installation:	1	\$500.00	\$500.00
Fully Automated Hose Controls Kit - one per hose	2	\$373.75	\$747.50
Hose Control Kit Installation:	2	\$236.25	\$472.50
FuelTRAK Browser-Based Fuel Management Software	1	\$746.25	\$746.25
SMARTag Programmer Kit	1	\$527.50	\$527.50
Onsite Implemenation Specialist - 1 Week	1	no charge	no charge
Total			\$8,288.75

RFID Vehicle Access Device			
Item	Qty	List Price	List Total
SMARTag Kit Standard - RFID SMARTag connects to VSS - price per vehicle--does not include installation	3	\$103.50	\$310.50
SMARTag Kit Standard - RFID SMARTag connects to OBDII - price per vehicle--does not include installation	81	\$120.00	\$9,720.00
Total Vehicle Access Devies (not inc installation)			\$10,030.50

Total System and Vehicle Access Device Upgrade			\$18,319.25
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****Price is discounted based on your existing Equipment Maintenance Agreement (EMA - extended warranty). Continuation of the EMA is needed for warranty coverage.**

Terms & Conditions:

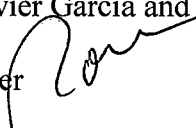
1. Quote Valid for 90 days.
2. Payment Terms – 20% down and 80% upon completion of installation.
3. The above cost breakdowns include installation, setup, testing, training and a 90-Day warranty (unless coverage is provided through one of Trak’s Extended Maintenance Agreements) on all parts and labor provided by Trak Engineering, Inc. technicians.
4. Current Lead Time: 6-8 Weeks After Receipt of Order



AGENDA MEMORANDUM

Meeting Date: October 13, 2014

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

Via: Ron Gorland, City Manager 

From: Omar Luna, Recreation Director

Subject: Parks and Athletic Field Maintenance Quotes

Staff Recommendation:

Recommendation by Recreation Department that Council approve an expenditure to South Florida Maintenance Services (SFM), Inc., the lowest responsible quote of \$79,716.00, for field maintenance to Prince Field, Stafford Park and Peavy Dove Athletic Fields as funds were approved in the FY 14/15 Budget, pursuant to Section §31.11 (C) (2) of the City Code.

Discussion:

Despite the fact that this transaction exceeds the threshold amount for city purchasing by bid or RFP, it is believed that the City has secured three (3) representative quotes for Field Maintenance Services. SFM will provide full maintenance to our athletic fields. For example, mowing, fertilization, aerification, insect control, weed control, verticutting/top dressing and pre-emergent. We are hoping to have this in place by October 1st, 2014 so that we can have our fields properly maintained by a professional athletic field contractor. Time was of the essence so we needed to move forward as soon as possible.

Submission Date and Time: 9/25/2014 8:29 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation Dept.</u>	Dept. Head: 	Dept./ Desc.: <u>Parks and Recreation</u>
Prepared by: <u>Omar Luna</u>	Procurement: 	Account No.: <u>001-5705-572.34-00</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: \$
	Attorney: _____	Current request: \$79,176.00
		Total vendor amount: \$79,176.00



Date: 07-23-14
 City of Miami Springs

Athletic Field Maintenance

Park Name	Acres	Mowing 76 x p/yr	Fertilizer 8 x p/yr	Aerification 2 x p/yr	Insect Control 2 x p/yr	Weed Control 7 x p/yr	Verticutting/Top Dressing 1 x p/yr	Pre-emergent 3 x p/yr
Prince Field	1.5	\$ 11,628.00	\$ 2,800.00	\$ 1,400.00	\$ 450.00	\$ 1,575.00	\$ 1,800.00	\$ 675.00
	Cost p/service	\$ 153.00	\$ 350.00	\$ 700.00	\$ 225.00	\$ 225.00		\$ 225.00
Peavy Dove Park	1.5	\$ 11,628.00	\$ 2,800.00	\$ 1,400.00	\$ 450.00	\$ 1,575.00	\$ 1,800.00	\$ 675.00
	Cost p/service	\$ 153.00	\$ 350.00	\$ 700.00	\$ 225.00	\$ 225.00		\$ 225.00
Per Year Cost		\$ 23,256.00	\$ 5,600.00	\$ 2,800.00	\$ 900.00	\$ 3,150.00	\$ 3,600.00	\$ 1,350.00

TOTAL ANNUAL COST ATHLETIC FIELDS	\$ 40,656.00
--	---------------------

Common Area Maintenance

Park Name	Unit Cost	Freq	Annual Cost
Stafford Park			
Maintenance	\$ 200.00	30	\$ 6,000.00
Litter Control	\$ 27.00	260	\$ 7,020.00
			\$ 13,020.00
Prince Field			
Maintenance	\$ 200.00	30	\$ 6,000.00
Litter Control	\$ 27.00	260	\$ 7,020.00
			\$ 13,020.00
Peavy Dove Park			
Maintenance	\$ 200.00	30	\$ 6,000.00
Litter Control	\$ 27.00	260	\$ 7,020.00
			\$ 13,020.00
TOTAL ANNUAL COST OF COMMON AREAS			\$ 39,060.00

COMBINED TOTAL ANNUAL COST ALL SERVICES	\$ 79,716.00
--	---------------------

Ballpark Maintenance Inc.
8836 SW 131 Street
Miami, FL 33176

Ph: 305-259-0222

Fax: 305-278-2067

kh@ballparkmaintenance.com

Proposal

To: Omar Luna
Director of Parks

Date: July 30, 2014

Miami Springs Parks
Annual Maintenance Schedule Prince and Peavey Dove Parks and Common Area
Mowing of Stafford Park

Mowing:

Provide equipment and labor for the mowing of the Bermuda grass playing fields at the three parks Stafford, Peavy Dove and the Prince Field. The fields shall be mowed once per week during the months of November, December, January, February, March, and April. The field shall be mowed twice per week during the months of May, June, July, August, September, and October. 82 services annually.

The athletic fields shall be mowed with a reel type mower (on days set by City Staff that do not interfere with programming). All litter debris shall be removed from turf before mowing to avoid shredding that damage turf appearance, or items that may be propelled by mower blades. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed.

The reels of the mower shall be sharp and the cut even at all times. The direction of the cut shall be changed each time the fields are mowed. All heights of cut shall be determined by City Staff in accordance with the field condition.

Cost per service for Prince and Peavey Dove parks \$506.38 ----- \$ 41,523.00

Common area mowing to consist of mowing, string trimming ,edging and blowing.
Common area service two times per month during the months of November, December, January, February, March and April and one time per week during the months of May through October.

Total of 43 services annually at \$ 598.87 per service ----- \$ 25,752.00

See page two below

**Annual Park Maintenance Proposal
Prince and Peavey Dove
Page two 07/30/14**

Fertilization:

High use athletic fields are under constant pressure of wear and tear with little down time for recovery. To assist in recovery and wear tolerance a constant supply of nutrients is necessary.

8 applications annually at \$ 1,263.63 per application ----- \$ 10,109.00

Aerification:

Aerification will assist in relieving compaction caused by the constant use of the fields. This will allow for better sunlight penetration and air circulation throughout the soil and root zone resulting in a healthier turf.

2 applications annually at \$902.50 ----- \$ 1,805.00

Weed Control:

Annual weed control will be necessary to suppress the current weed population. Goosegrass, Nut Sedge and Crabgrass seem to be the most visible problem at this time. A weed control program needs to consist of a series of timely spaced applications. The total projected number of applications is seven applications annually. This number should decrease annually as adequate suppression is achieved and a pre-emergent program is implemented.

All applications shall be in accordance with Florida Pesticide Laws. The contractor shall keep records as prescribed by law for the use of pesticides of all operations stating dates, times, methods of application, chemical formulations, applicator's name and weather conditions.

A Certified Pest Control Operator shall be in continuous charge of all work and shall perform site supervision to the maximum extent possible during the scheduled application. Contractor shall provide labels and MSDS (material safety data sheets) for all products used on the fields. Any soil, sod, or plants contaminated by misuse of chemicals on the sites shall be removed and replaced at cost to the contractor.

Total weed control 7 applications----- \$ 7,443.00

Pre-emergent herbicide:

Pre-emergent herbicides are used to prevent weeds seeds from germination in the turf and must be a part of the herbicide program. Post emergent applications are effective in killing established weeds but new weeds will continue to grow. Pre-emergent controls prevent new weeds from establishing. Three application annually recommended.

3 applications at \$1,685.67 per application ----- \$ 5,057.00

See page three below

Maintenance Schedule

Description

Mowing: 82 services annually	\$ 41,523.00
Mowing Common Areas 43 services annually	\$ 25,752.00
Fertilization: 8 annually	\$ 10,109.00
Aerification: 2 times annually	\$ 1,805.00
Weed Control: 7 applications	\$ 7,443.00
Pre-emergent: 3 times annually	\$ 5,057.00
Insect Control: 2 times annually	\$ 4,593.00
Verti-cutting / Vacuuming 1 time annually	\$ 4,467.00
Top Dress: 1 times annually	\$ 5,948.00
TOTAL -----	\$ 106,697.00

*Additional mowing of Bermuda grass at \$747.50 per service

*Additional mowing of common areas at \$343.00 per service.

Raydel Landscaping Corp



Raydel Landscaping Corp
 560 East 36 Street
 Hialeah, FL 33013

(305)345-4564
 raydellandscaping@gmail.com
 http://www.raydellandscaping.com

Estimate

Date	Estimate No.
07/31/2014	1167
	Exp. Date

Address
City of Miami Springs 201 Westward Dr Miami Springs, FL 33166 USA

Date	Activity	Quantity	Rate	Amount
07/31/2014	Lawn maintenance for ball parks 1 park exterior only 2 parks interior and exterior price per year. 1 cut per week For the months of November, December, January, February and March. Then 2 cuts a week for the months of April, May, June, July, August, September and October.	76	1,525.00	115,900.00
07/31/2014				0.00
07/31/2014				0.00
			Total	\$115,900.00

Accepted By _____

Accepted Date _____



CITY OF MIAMI SPRINGS
OFFICE OF THE CITY CLERK
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.805.5006
Fax: 305.805.5028

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Erika Gonzalez-Santamaria, City Clerk
DATE: October 7, 2014
SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

<u>APPOINTMENT COUNCILMEMBER</u>	<u>CURRENT MEMBER</u>	<u>NEW TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT DATE</u>	<u>LAST APPOINTMENT DATE</u>
<u>Board of Adjustment/Zoning and Planning Board</u>				
Mayor Xavier Garcia	Francisco Fernández*	04-30-2015	10-14-1991	11-28-2011
Councilman Bain – Group 2	Ernie Aloma	04-30-2016	04-13-2009	01-11-2011
Councilman Lob – Group 3	Bill Tallman	04-30-2016	01-11-2010	05-14-2012
Vice Mayor Petralanda-Group 4	Manuel Pérez-Vichot	04-30-2017	12-14-1998	04-25-2011
Vice Mayor Petralanda-Group 4	Michael White*	10-31-2015	04-22-2013	04-22-2013
<u>Architectural Review Board</u>				
Mayor Xavier Garcia	Marc Scavuzzo	10-31-2016	08-27-2012	10-08-2012
Councilman Windrem – Group 1	Valentine Soler	10-31-2016	01-14-2013	01-14-2013
Councilman Bain – Group 2	Joe Valencia	10-31-2016	02-27-2012	02-27-2012
Councilman Lob – Group 3	Fredy Albiza	10-31-2016	08-27-2012	11-19-2012
Vice Mayor Petralanda-Group 4	Ana Paula Ibarra	10-31-2016	10-10-2011	10-08-2012
<u>Civil Service Board</u>				
Councilman Windrem – Group 1	Rob Youngs	06-30-2015	01-11-2010	01-11-2010
Councilman Bain – Group 2	Carrie Figueredo	06-30-2015	08-24-2009	08-24-2009
<u>Code Enforcement Board</u>				
Mayor Xavier Garcia	Walter Dworak	09-30-2016	11-14-2005	09-14-2010
Councilman Bain – Group 2	John Bankston	09-30-2017	09-23-2002	09-24-2012
Councilman Lob – Group 3	Rhonda Calvert	09-30-2017	09-25-2006	09-10-2012
Vice Mayor Petralanda-Group 4	Robert Williams	09-30-2016	03-10-2008	10-25-2010
<u>Code Review Board</u>				
Mayor Xavier Garcia	Connie Kostyra*	04-30-2015	VACANT	VACANT
Councilman Bain – Group 2	Arthur Freyre	04-30-2017	05-19-2009	05-09-2011
Councilman Lob – Group 3	Dan Dorrego	04-30-2016	08-11-2003	05-24-2010
Vice Mayor Petralanda-Group 4	Jana Armstrong	04-30-2016	06-11-2001	05-10-2010
<u>Disability Advisory Board</u>				
Mayor Xavier Garcia	Charlene Anderson*	12-31-2016	VACANT	VACANT
Councilman Windrem – Group 1	Catherine Stadnik	12-31-2016	12-14-1998	02-14-2011
Councilman Lob – Group 3	Richard Barnes	12-31-2016	05-11-2009	01-24-2011
Vice Mayor Petralanda Group 4	Roslyn Buckner	12-31-2016	03-26-2012	03-26-2012

APPOINTMENT COUNCILMEMBER	CURRENT MEMBER	NEW TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Ecology Board</u>				
Councilman Bain – Group 2	Carl Malek	04-30-2017	11-22-2010	05-09-2011
<u>Education Advisory Board</u>				
Mayor Zavier Garcia	Caridad Hidalgo	05-31-2015	01-28-2013	01-28-2013
Councilman Bain – Group 2	Dr. Mara Zapata	05-31-2015	06-13-2011	06-13-2011
Councilman Lob – Group 3	Dr. John Salomon*	05-31-2015	12-14-2009	06-13-2011
<u>Golf and Country Club Advisory Board</u>				
Mayor Zavier Garcia	Michael Domínguez	07-31-2015	04-12-2010	09-26-2011
Councilman Windrem – Group 1	Mark Safreed****	07-31-2015	08-08-2005	06-27-2011
Councilman Bain – Group 2	George Heider****	07-31-2015	08-13-2001	06-27-2011
Councilman Lob – Group 3	Ken Amendola	07-31-2015	10-10-2011	10-10-2011
Vice Mayor Petralanda-Group 4	Art Rabade	07-31-2015	03-11-2013	03-11-2013
<u>Historic Preservation Board</u>				
Mayor Zavier Garcia	Sydney Garton**	01-31-2016	11-08-1993	02-08-2010
Councilman Bain – Group 2	Yvonne Shonberger**	02-28-2017	06-13-2005	09-10-2012
<u>Board of Parks and Parkways</u>				
Councilman Lob – Group 3	Irene Priess***	04-30-2017	08-13-2001	04-25-2011
Vice Mayor Petralanda-Group 4	Jean Ansbaugh***	04-30-2017	03-14-1994	04-25-2011
<u>Recreation Commission</u>				
Mayor Zavier Garcia	E. Jorge Santin	04-30-2016	04-14-2008	12-13-2010
Councilman Bain – Group 2	Dr. Stephanie Kondy*****	04-30-2017	06-13-2005	09-10-2012

* Connie Kostyra resigned on April 28, 2011.
 Charlene Anderson resigned on June 6, 2011.
 Francisco Fernandez resigned on May 6, 2014.
 Michael White resigned on August 18, 2014.
 Dr. John Salomon resigned on August 25, 2014.

** Historic Preservation Board – Council confirmation required per §153.11 of the City Code of Ordinances: “..... No board member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.....”

*** Board of Parks and Parkways – Council confirmation required per §32.30 of the City Code of Ordinances: “..... No board member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council”

**** Golf and Country Club Advisory Board – Council confirmation required per §32.93 “No board member who shall have served 3 consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any subsequent additional term shall be confirmed by a majority of the council”

***** Recreation Commission – Council confirmation required per §32.05 (A)..... “No commission member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for two years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council.”

cc: City Manager
 Assistant City Manager/Finance Director
 City Attorney

RESOLUTION NO. 2014 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE FIRST AMENDMENT TO THE FY2014-15 GENERAL FUND AND SPECIAL REVENUE AND CAPITAL PROJECTS FUND BUDGETS; BY RE-APPROPRIATING RESERVED FUND BALANCES TO FUND OPEN ENCUMBRANCES THROUGH SEPTEMBER 30, 2014; EFFECTIVE DATE.

WHEREAS, it is a generally accepted accounting practice of municipal government to re-appropriate reserved equity accounts to fund open encumbrances from the prior fiscal year immediately after the beginning of the new fiscal year; and,

WHEREAS, the City Finance Department has prepared an analysis which identifies \$1,276,189.00 in valid outstanding encumbrances/purchase orders as of September 30, 2014; and,

WHEREAS, these outstanding encumbrances/purchase orders represent financial obligations of the City as of the close of the fiscal year ending September 30, 2014; and,

WHEREAS, the City Council has determined that it is proper and appropriate to approve and authorize, by Resolution, the re-appropriation of reserved equity accounts to fund open encumbrances from the City's prior fiscal year:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA:

Section 1: That the amended budgetary appropriations in the General Fund and Special Revenue and Capital Projects Fund, specified on Exhibit "A" attached hereto, are hereby authorized and approved in order to provide for the re-appropriation of reserved fund balances for open purchase order obligations through September 30, 2014 in the amount of \$1,276,189.00.

Section 2: That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this _____ day of _____, 2014, on a motion by _____ and seconded by _____.

Vice Mayor Petralanda _____
Councilman Windrem _____
Councilman Bain _____
Councilman Lob _____
Mayor Garcia _____

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

EXHIBIT "A"

**City of Miami Springs
FY 2014-15 Budget Amendment
All Operating Funds**

Fund/Classification	Amended Budget	Amendment No. 1	Ref	Amended Budget
General Fund				
Revenues				
Taxes	\$6,977,607			\$6,977,607
Excise Taxes	2,556,000			2,556,000
Licenses & Permits	974,700			974,700
Intergovernmental Revenues	1,946,297	-		1,946,297
Charges for Services	2,292,361			2,292,361
Fines & Forfeitures	462,682			462,682
Miscellaneous	261,900			261,900
Proceeds from debt	45,000	51,949	3	96,949
Fund Balance	-	\$67,063	1	67,063
Total General Fund	\$15,516,547	\$119,012		\$15,635,559
Expenditures				
City Council	150,945			150,945
City Manager	354,243	\$68	1	354,311
City Clerk	309,940	\$73	1	310,013
City Attorney	171,000			171,000
Human Resources	209,474		1	209,474
Finance-Administration	482,560	(\$20,000)	1,2	462,560
Finance-Professional Services	272,364	\$5,329		277,693
Information Technology	335,516			335,516
Planning	101,698		1	101,698
Police	6,007,421	20,500	1,2	6,027,921
Building, Zoning, and Code Enforcement	644,782	5,935	1	650,717
Public Works	1,635,886	24,085	1	1,659,971
Recreation & Culture	2,368,787	80,342	1,3	2,449,129
Golf Operations	1,736,906	2,680	1	1,739,586
Transfers to other funds	567,154			567,154
Budgeted Increase to reserves	167,871			167,871
Total General Fund	15,516,547	119,012		15,635,559
Sanitation Operations	2,346,945			2,346,945
Stormwater Operations	510,368			510,368
Total Enterprise Funds	2,857,313	\$0		\$2,857,313
Special Revenue & Capital Projects				
Road & Transportation	521,025	\$57,248	1	\$578,273
Senior Center Operations	351,080	15,682	1	366,762
Capital Projects	0	1,133,918	1	1,133,918
Law Enforcement Trust	140,484	2,278	1	142,762
Total Special Revenue & Capital Projects Funds	1,012,589	\$1,209,126		\$2,221,715
G.O. Bonds - Series 1997	569,478			\$569,478
Total Debt Service	1,194,445			\$569,478
GRAND TOTAL ALL FUNDS	\$20,580,894	\$1,328,138		\$21,284,065

Legend:

- 1) \$1,276,189 in encumbrances rolled forward from prior fiscal year.
- 2) Transfer \$20K in budgeted legal fees from Finance to police to fund costs of new contract with FOP
- 3) To budget \$51,949 for the FY2015 Stafford Park Phase 2 maintenance to be funded with loan proceeds

RESOLUTION NO. 2014 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE SECOND BUDGET AMENDMENT TO THE FY 2014-2015 BUDGET; BY TRANSFERRING FUNDS FROM THE FINANCE DEPARTMENT BUDGET TO THE POLICE DEPARTMENT BUDGET TO COVER LEGAL COSTS ASSOCIATED WITH THE NEW POLICE CONTRACT AND BUDGETING FOR PHASE TWO MAINTENANCE COSTS FOR THE STAFFORD PARK REHABILITATION PROJECT WITHIN THE CITY GENERAL FUND BUDGET; PROVIDING INTENT; SPECIFYING COMPLIANCE WITH BUDGETARY PROCESSES AND PROCEDURES; EFFECTIVE DATE

WHEREAS, the City Charter prohibits any City department from incurring expenditures in excess of the department's approved budget; and,

WHEREAS, the City Finance Director has deemed it appropriate to transfer \$20,000 from the Finance Department budget to the Police Department budget to cover legal costs associated with the new police contract and to establish a budget of \$51,949 for phase two maintenance costs for the Stafford Park rehabilitation project within the General Fund budget of the City; and,

WHEREAS, it is anticipated that the Stafford Park budgeted costs of \$51,949 will be funded by loan proceeds to be reimbursed to the General Fund of the City; and,

WHEREAS, the City Council has determined that the transfer and budgetary establishment previously set forth herein are both proper and appropriate, in accordance with generally accepted municipal accounting principles, and in the best interests of the City and its citizens:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA:

Section 1: That the City Council of the City of Miami Springs hereby approves and authorizes the budgetary amendments and appropriations to the various revenues and expenditures of the budgets and funds set forth in Exhibit "A" attached hereto.

Section 2: That the City Council approvals and authorizations evidenced herein are intended to provide the City with the means to accomplish the purposes and projects identified in the recitals of this Resolution and the Exhibit attached hereto.

Section 3: That the City Council of the City of Miami Springs has authorized and

approved the foregoing budgetary amendments, increases and appropriations in order to comply with generally accepted budgetary processes and procedures.

Section 4: That the provisions of this Resolution shall be effective immediately upon adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Miami Springs, Florida, this _____ day of _____, 2014, on a motion by _____ and seconded by _____.

Vice Mayor Lob	_____
Councilman Windrem	_____
Councilman Bain	_____
Councilman Petralanda	_____
Mayor Garcia	_____

Zavier M. Garcia, Mayor

ATTEST:

Erika Gonzalez-Santamaria, CMC, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Jan K. Seiden, City Attorney

EXHIBIT "A"

**City of Miami Springs
FY 2014-15 Budget Amendment
All Operating Funds**

Fund/Classification	Amended Budget	Amendment No. 2	Ref	Amended Budget
General Fund				
Revenues				
Taxes	\$6,977,607			\$6,977,607
Excise Taxes	2,556,000			2,556,000
Licenses & Permits	974,700			974,700
Intergovernmental Revenues	1,946,297	-		1,946,297
Charges for Services	2,292,361			2,292,361
Fines & Forfeitures	462,682			462,682
Miscellaneous	261,900			261,900
Proceeds from debt	45,000	51,949	2	96,949
Fund Balance	67,063	\$0	1	67,063
Total General Fund	\$15,583,610	\$51,949		\$15,635,559
Expenditures				
City Council	150,945			150,945
City Manager	354,311			354,311
City Clerk	310,013			310,013
City Attorney	171,000			171,000
Human Resources	209,474			209,474
Finance-Administration	482,560	(\$20,000)	1	462,560
Finance-Professional Services	277,693			277,693
Information Technology	335,516			335,516
Planning	101,698			101,698
Police	6,007,921	20,000	1	6,027,921
Building, Zoning, and Code Enforcement	650,717			650,717
Public Works	1,659,971			1,659,971
Recreation & Culture	2,397,180	51,949	2	2,449,129
Golf Operations	1,739,586			1,739,586
Transfers to other funds	567,154			567,154
Budgeted Increase to reserves	167,871			167,871
Total General Fund	15,583,610	51,949		15,635,559
Sanitation Operations	2,346,945			2,346,945
Stormwater Operations	510,368			510,368
Total Enterprise Funds	2,857,313	\$0		\$2,857,313
Special Revenue & Capital Projects				
Road & Transportation	578,273			\$578,273
Senior Center Operations	366,762			366,762
Capital Projects	1,133,918			1,133,918
Law Enforcement Trust	142,762			142,762
Total Special Revenue & Capital Projects Funds	2,221,715	\$0		\$2,221,715
G.O. Bonds - Series 1997	569,478			\$569,478
Total Debt Service	569,478			\$569,478
GRAND TOTAL ALL FUNDS	\$21,232,116	\$51,949		\$21,284,065

Legend:

- 1) Transfer \$20K in budgeted legal fees from Finance to police to fund costs of new contract with FOP
- 2) To budget \$51,949 for the FY2015 Stafford Park Phase 2 maintenance to be funded with loan proceeds

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 20__, between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and the CITY OF MIAMI SPRINGS, a Florida municipal corporation ("**CITY**"). The BOARD and CITY are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and CITY are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of both the students of Miami-Dade County Public Schools (the "**District**") and the residents of the CITY; and

WHEREAS, the BOARD owns and has under its jurisdiction a certain parcel of real property, located in Miami-Dade County, Florida, at 501 East Drive, as hereinafter described in Article II below; and

WHEREAS, the CITY currently operates the site as Stafford Park pursuant to a Lease Agreement between the Parties, dated October 13, 1981 ("**Existing Agreement**"); and

WHEREAS, the Existing Agreement shall automatically terminate effective with the Commencement Date (as defined below) of this Agreement.

WHEREAS, the BOARD and CITY are desirous of entering into this Agreement to allow continued use of the site by both Parties for recreational and/or educational purposes, and provide for various site improvements as described hereinbelow; and

WHEREAS, the City of Miami Springs by the adoption of Resolution No. _____, at its meeting of _____, 20__, approved this Agreement; and

WHEREAS, The School Board of Miami-Dade County, Florida has authorized this Agreement in accordance with Board Action No. 116,754, at its meeting of January 15, 2014.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and CITY agree as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

DESCRIPTION OF LEASED PREMISES

Effective with the Commencement Date of this Agreement (as defined in Article III below), the BOARD hereby leases to the CITY, a parcel of land situated in Miami-Dade County, Florida, consisting of an approximate 9.22 acres portion of folio #05-3120-000-0350, as more particularly described in **Exhibit "A"**, attached hereto and made a part hereof (the "**Site**"). The CITY covenants and agrees that, in the event the BOARD notifies the CITY that it will require use of the Site on a regular and ongoing basis for recreational or educational purposes during regular school hours, as provided for in Article V below, the Site shall thereafter be used jointly by the Parties.

III.

TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "**Effective Date**"). The term of this Agreement shall be for a period of ten (10) years, commencing on the Effective Date of the Agreement (the "**Commencement Date**"). The Parties agree that the Existing Agreement between the BOARD and CITY for use of the Site shall automatically terminate effective with the Commencement Date of this Agreement by operation of law, without further action by or notice from either Party.

IV.

CONSIDERATION

The CITY shall pay the BOARD as consideration for use and occupancy of the Site throughout the term of this Agreement, and any renewal thereof, the sum of one dollar (\$1.00) per year in advance beginning on the Commencement Date, and on the anniversary date of the Commencement Date each year thereafter.

V.

USE OF SITE

Other than as specified in Article XXXV below, the Site shall be used solely by the CITY for the operation of recreational programs and for no other purpose. The CITY covenants and agrees to accept the Site in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Agreement, subject to all easements, covenants or other encumbrances and limitations of record. The BOARD makes no representations or warranties

of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Site for the CITY'S operations or any specific use. The CITY, by executing this Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the Site. The CITY represents that it is relying and will continue to rely solely on its own investigations of the Site in its decision to occupy or use it, and the CITY further acknowledges and agrees that the BOARD shall not indemnify the CITY in any way with respect to condition of the Site. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Effective with the Commencement Date, the CITY shall have full control, custody, right and use of the Site at all times throughout the term of this Agreement ("**CITY'S Period of Use**"). However, should the BOARD require use of all or a portion of the Site for a special event or function during the CITY'S Period of Use, the Board shall request said use through the CITY'S designated representative, with a minimum of seventy-two (72) hours advance notice. Approval of said requests shall not be unreasonably withheld, provided such use does not conflict with the CITY'S operations or previous obligations.

Notwithstanding the above, the BOARD reserves the right, in its sole and absolute discretion, to use all or a portion of the Site on a regular and ongoing basis for recreational or educational purposes during regular school hours on regular school days and during summer school, as established through the BOARD'S approved school calendar ("**BOARD'S Period of Use**"). In such event, the BOARD shall provide the CITY with written notice of the BOARD'S intent to commence using the Site, a minimum of thirty (30) days prior to the effective date of such use. Thereafter, the Parties, through their designated representatives, shall meet prior to the start of each regular school year, as established through the BOARD'S approved school calendar, or as soon thereafter as possible, to establish a mutually agreeable and reasonable schedule for use of the Site by the Parties. Such schedule of use and the exact areas of use may be modified from time to time throughout the school year by mutual agreement of the Parties, or their duly authorized designees.

The use of the Site for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. The sale or consumption of alcoholic beverages on the Site is expressly prohibited. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, CITY, County, State, or Federal government upon the Site.

The CITY agrees that the only storage permitted on the Site shall be maintenance

materials routinely associated with the operation and maintenance of Park sites. Any such storage shall comply with the provisions of Articles XXIX and XXX of this Agreement. The Site may not be used for the storage or long-term parking of vehicles. The CITY shall secure and lock all perimeter and parking lot gates at the completion of its daily period of use, and may remove all unauthorized vehicles stationed thereon using all lawful means.

The CITY, in addition to its own utilization of the Site, shall have the option of contracting with not-for-profit parties to use the Site to provide CITY-sponsored recreational services and programs to the general public during the CITY'S Period of Use. In that event, the CITY shall be responsible during such use for all maintenance, clean-up, risk management and supervision of the Site and other terms and conditions set forth in this Agreement, the same as if the CITY itself were utilizing the Site. Further, the CITY shall require such entities or groups to provide liability insurance, naming both the CITY and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD for use of the Site. The CITY shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD prior to such entity's use of the Site.

The Parties agree that portions of the Site shall be closed from time to time to reduce the impact on the turf or to complete turf or other maintenance activities. During periods of joint use, the Parties agree that the method, scope and scheduling of any such closure shall be as mutually agreed to by the BOARD and CITY, or their respective designees, with the Parties to work cooperatively in this regard.

The CITY shall provide proper supervision of the Site and maintain the Site safe and secure during the CITY'S Period of Use.

VI.

IMPROVEMENTS TO THE SITE BY THE CITY

The CITY may construct additional recreational improvements on the Site (hereinafter referred to as the "**Work**"), all at the CITY'S sole cost and expense, subject to the prior written approval of the BOARD or its designee. The CITY agrees that no construction, major repairs, alterations or improvements on the Site may be undertaken unless the plans are first submitted to and approved by the BOARD, or designee, which the BOARD may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. The plans shall be prepared in accordance with all applicable laws, rules, regulations,

statutes and codes, including, without limitation, the BOARD'S design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the CITY shall provide evidence of same to the BOARD prior to commencement of any Work. The CITY'S contractors must be pre-qualified by the BOARD before commencing the Work or any construction activities on the Site. Unless otherwise agreed to by the Parties, the BOARD'S Building department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Regulations for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the CITY upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided. All work shall be limited to those areas designated in the plans.

The CITY shall cause any and all contractors and subcontractors doing work on the Site to indemnify and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims. In addition, the CITY shall require its contractors to provide proof of insurance coverage in the types and amounts of coverage as may be reasonably required by the BOARD, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The School Board of Miami-Dade County, Florida, its members, officers and employees", as additional insured on the Commercial General Liability Insurance.

The CITY covenants and agrees that it shall indemnify and hold harmless the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the CITY on the Site.

In addition, the CITY shall cause each and every of its contractors and subcontractors to further covenant and agree, at the City's Contractor's own expense (as City Contractor is defined below), and upon written request by the BOARD, to defend any suit, action or demand

brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the City Contractor's performance under any contract by and between the CITY and/or its assigns and any and all contractors and subcontractors ("**City Contractor**"). This provision shall survive the expiration or early termination of this Agreement. Furthermore, the City and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with City Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between the City and/or its assigns and any City Contractor.

At the expiration, termination or cancelation of this Agreement, all improvements or facilities installed, operated and maintained by the CITY on the Site shall be surrendered in conformance with the provisions of Article XX of this Agreement.

Unless otherwise agreed to by the Parties, the CITY shall retain responsibility for Maintenance, Utilities and for Damage or Destruction, under Articles VII, IX, and XXVIII of this Agreement, as well as any required custodial services with respect to any newly constructed improvements.

VII.

MAINTENANCE

The CITY, at the CITY'S expense, shall be responsible for all maintenance, repair and upkeep of the Site and, as is necessary to keep the same in a good, safe, clean and code compliant condition at all times, including, without limitation: (a) turf and field maintenance and mowing, (b) maintenance and repair of all trees, landscaping and irrigation systems, (c) maintenance and repair of fences and gates along the perimeter of or located within the Site, (d) maintenance and repair of all utilities servicing the Site, (e) maintenance and repair of all buildings and improvements, including, without limitation, recreation centers, play apparatus, shelters, walking surfaces, parking areas, restrooms, etc., and (e) general maintenance and cleaning of grounds, including trash and litter pick-up and removal generated during the CITY'S Period of Use.

The BOARD, at the BOARD'S expense, shall be responsible for pick-up and removal of trash and litter generated by the BOARD during the BOARD'S Period of Use, should the BOARD initiate same, as provided for in Article V.

The CITY may apply certain herbicides and pesticides to the grounds at the Site during the CITY'S Period of Use, using a certified technician, after submitting specifications and environmental information to the BOARD or its designee, and securing written approval from same to utilize the product.

In compliance with the November 2012 version of the State Requirements for
Page 6 of 20

Educational Facilities, or its successor document, the CITY shall conduct annual inspections of any bleachers it has placed on the Site, to assure they are in a safe condition and free from hazard, and shall secure a certificate from a structural engineer on a biennial basis attesting to same. A copy of the biennial certificate shall be provided to the BOARD without demand.

Notwithstanding the above, the BOARD reserves the right to promulgate and enforce reasonable rules and regulations regarding responsibility for maintenance of the Site.

VIII.

INSURANCE

The CITY shall, on or before the Commencement Date, provide the BOARD with confirmation of the CITY'S self-insurance program or, in the alternative, proof of insurance in the types and amounts of coverage as may be reasonably required by the BOARD, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The School Board of Miami-Dade County, Florida, its employees and agents", as additional insured on the Commercial General Liability Insurance. Proof of coverage shall be provided to the BOARD on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the BOARD on or before the Commencement Date of this Agreement, and shall remain in full force and effect during the term of this Agreement, and the CITY shall furnish the BOARD evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy.

IX.

UTILITIES AND OTHER SERVICES

The CITY shall be responsible for payment of any and all utilities relating to the use and operation of the Site, including without limitation, electricity, water, sewer, trash collection, solid waste disposal and storm water. The CITY shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense.

X.

INDEMNIFICATION AND HOLD HARMLESS

The CITY does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the CITY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or

judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the CITY. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the CITY, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed to indemnify the CITY from any liability or claim arising out of the negligent performance or failure of performance of the CITY or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

XI.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the Site.

XII.

LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the BOARD shall not be liable for any damage or injury which may be sustained by the CITY or any persons on or about the Site, other than damage or injury resulting from the negligent performance or

failure of performance on the part of the BOARD, its agents, representatives or employees, or failure of the BOARD to perform its covenants under this Agreement. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

Subject to the limitations included within Section 768.28, Florida Statutes, the CITY shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the Site during the BOARD'S period of use, other than damage or injury resulting from the negligent performance or failure of performance on the part of the CITY, its agents, representatives or employees, or failure of the CITY to perform its covenants under this Agreement. The CITY shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

XIII.

ASSIGNMENT AND SUBLETTING

Other than as provided for in Article V and Article XXXV, the CITY shall not, at any time during the term of this Agreement, sublet in part or whole the Site, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the Site, or permit the Site to be occupied by other persons, firms, corporations, or governmental units, without the BOARD'S prior written consent, which may be withheld at the BOARD'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result, at the BOARD'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XIV.

OPTION TO RENEW

If not in default in performance of the obligations set forth in this Agreement, the CITY shall have the right to extend the term of this Agreement, under the same terms and conditions set forth herein, for one (1) additional term of ten (10) years from the expiration of the original term, with the mutual agreement of the BOARD, and provided the CITY gives written notice to the BOARD at least sixty (60) days prior to the expiration of the current term. Approval of such renewal requests shall not be unreasonably withheld.

XV.

CANCELLATION

In addition to the provisions of Articles XVI and XXVIII, the BOARD and CITY shall have

the right to cancel this Agreement without cause or penalty, by giving the other Party written notice at least one (1) year prior to the effective date of said cancellation.

XVI.

DEFAULT

The BOARD shall notify the CITY in writing regarding CITY'S failure to perform or to comply with the terms and condition of this Agreement. If the CITY fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the CITY's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the CITY.

The CITY shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the CITY with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the CITY shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

XVII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the Site, without hindrance or interference by the other Party.

XVIII.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXX, after first providing reasonable notice to the CITY, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the Site to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Site, provided such activities do not unreasonably interfere with the CITY'S use of the Site.

XIX.

TAXES AND REGULATORY COMPLIANCE

The CITY shall be responsible for payment of any taxes, fees or other assessments,
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including but not limited to sales tax, which may be imposed on the Site as a result of the use and occupancy of the Site by the CITY or the Society, as hereinafter defined. If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the CITY'S or Society's use or occupancy of the Site, the CITY acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at the CITY'S sole cost and expense.

XX.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the CITY agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the Site to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The CITY shall be required to promptly remove all of the CITY'S personal property and other items belonging to the CITY from the Site. In addition, upon the expiration, cancellation or termination of this Agreement, the CITY agrees, at the BOARD'S sole option, to remove any improvements or facilities constructed by the CITY on the Site and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement. In the event the BOARD elects to retain said improvements constructed by the CITY, the CITY agrees to convey title to the improvements to the BOARD, without compensation due to the CITY. The CITY shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the Site. Any of the CITY'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXI.

AMENDMENTS

The BOARD and the CITY, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by the BOARD and the CITY and shall be incorporated as part of this Agreement.

XXII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as

otherwise provided by law, in the use of the Site. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Site by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIII.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXIV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVI.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the CITY. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVII.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight

mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Chief Facilities & Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to the CITY:

City of Miami Springs
Attention: Ronald K. Gorland, City Manager
201 Westward Drive
Miami Springs, FL 33166
E-mail: gorlandr@miamisprings-fl.gov

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any and all approvals required under this Agreement, including, without limitation, establishing use schedules, modifying the areas or periods of use, placing the CITY in default, and reviewing and approving all matters relating to the CITY'S construction of improvements on the Site, including renovation

and use of the free standing building on the Site. The Superintendent of Schools or his/her designee shall also be the party designated by the BOARD to grant or deny any approvals required by this Agreement for the renewal, cancellation and/or termination of this Agreement as provided herein.

D. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. “Day” as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the BOARD and counsel for the CITY may deliver Notice on behalf of the BOARD and the CITY, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXVIII.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the BOARD, in the event the Site, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the Site is rendered untenable or unfit for the purposes intended, the CITY may, at the CITY’S sole option, either cancel this Agreement by giving written notice to the BOARD, or repair or replace the damaged/destroyed facilities, at the CITY’S expense. If the CITY opts to repair or replace the damaged/destroyed facilities, then the CITY shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the CITY in default.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the CITY shall surrender the Site to the BOARD in compliance with Article XX of the Agreement.

Any damage or destruction sustained to the Site as a result of the BOARD'S actions shall be repaired by the BOARD at the BOARD'S sole cost and expense.

XXIX.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the Site, or arising from the CITY'S use or occupancy of the Site, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Site. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Site (unless caused solely by the BOARD), or that arises at any time from the CITY'S use or occupancy of the Site.

The CITY shall not cause or permit to occur: (a) any violation of any Environmental Law in the Site or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Site, or the transportation to or from the Site of any Hazardous Substance.

The CITY shall, at the CITY'S expense, comply with all applicable Environmental Laws with respect to the Site. The CITY shall, at the CITY'S own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the Site during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the CITY with respect to the Site, then the CITY shall, at the CITY'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The CITY shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any

environmental issues on the Site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the CITY'S use, generation, storage, transportation or disposal of Hazardous Substances in or at the Site.

The CITY shall indemnify the BOARD against any Hazardous Substances Discharge demonstrated to have been caused by the CITY. The obligations and liability of the CITY under this paragraph shall survive the expiration or termination of this Agreement.

XXX.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXI.

SUBORDINATION

In addition to the provisions of Article XXXVI, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the Site, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the CITY shall execute promptly any certificate that the BOARD may request.

It is understood and agreed that all contracts by and between the CITY and third parties shall be subordinate to this Agreement. It is further understood and agreed, however, that the BOARD shall have neither fiscal responsibility nor any responsibility as to compliance of any such contract by and between the CITY and third parties.

XXXII.

**FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS &
ACCESS TO RECORDS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

The CITY acknowledges and accepts the authority of the BOARD to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the CITY'S records, its legal representatives', assigns' and contractors' records and the obligation of the CITY to retain and to make those records available upon request, and in accordance with all applicable laws. The CITY shall keep records to show its compliance with this Agreement. In addition, the CITY'S assigns, contractors and subcontractors must make available, upon the BOARD'S request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The CITY'S, its assigns, contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of any construction work at the Site; and (b) the CITY shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement. Upon termination of this Agreement all public records in possession of the CITY, its assigns, and, if applicable, its contractors and subcontractors, must be transferred to the BOARD at no cost to the BOARD. If records are stored electronically, the records must be provided in a compatible format to the BOARD's operating system.

The CITY shall incorporate this provision into every contract that it enters into relating to the Site.

XXXIII.

USE OF FACILITY AS A REVENUE GENERATOR

The BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with the BOARD'S Policies, relating to the Site, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the CITY'S rights to peaceful enjoyment of the Site.

XXXIV.

REPRESENTATIONS

The CITY is duly organized, validly existing, and in good standing under the laws of the State of Florida and has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the CITY of its obligations under this Agreement, have been duly authorized by all necessary actions of the CITY, and do not contravene or conflict with any rules, regulations, policies or laws governing the CITY, or any other agreement binding on the CITY. The individual(s) executing this Agreement on

behalf of the CITY has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXV.

SUBLEASE AGREEMENT WITH THE SOCIETY

The CITY may enter into a sublease agreement (“**Sublease**”) with the Miami Springs Historical Society, Inc., a Florida not-for-profit corporation (“**Society**”), to allow the Society to renovate and use the existing free standing building (“**Building**”) on the Site, for the operation by the Society of the Miami Springs Historical Museum. Such renovation and ongoing use of the Building by the Society shall be at no cost to the BOARD. In addition, the Sublease between the CITY and the Society shall be subject to review and approval by the School Board Attorney’s Office and the District’s Office of Risk and Benefits Management, with a copy of the approved document to be attached as **Exhibit “B”** to this Agreement and made a part hereof. The City agrees that a copy of the duly executed Sublease, in the form approved by the Board, shall be delivered to the Board, within thirty (30) calendar days of execution of this Agreement.

XXXVI.

EASEMENTS AND OTHER LAND RESTRICTIONS

The BOARD reserves the right, in the BOARD’S sole discretion, to grant any easements, covenants, encumbrances or other land restrictions over the Site, provided such easements, covenants, encumbrances or other land restrictions do not unreasonably interfere or negatively impact the CITY’S operations at the Site. In such event, the BOARD shall provide a copy of said instrument to the CITY within ninety (90) days following recordation of same.

XXXVII.

MISCELLANEOUS PROVISIONS

- A. RECORDATION: Neither this Agreement nor a memorandum thereof may be recorded among the Public Records of Miami-Dade County, Florida, by either Party.
- B. EMINENT DOMAIN: If any part of the Site is taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The CITY may pursue all available remedies for the taking but will have no

interest in the award made to the BOARD.

- C. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your City health department.
- D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- E. BROKERS: The CITY represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of the CITY ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.
- F. PROMOTION. Other than activities undertaken to promote the CITY'S recreational programs or the Society's operation of the Miami Springs Historical Museum at the Site, the CITY shall not be permitted to use the Site nor any structure thereon for promotion or advertising of any type or nature whatsoever.
- G. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the Parties and each of which will be treated as an original.

XXXVIII.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the CITY.

IN WITNESS WHEREOF, the BOARD and the CITY have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

CITY:
CITY OF MIAMI SPRINGS

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Alberto M. Carvalho
Superintendent of Schools
Date: _____

ATTEST:

**TO THE BOARD: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

By: _____
City Clerk

School Board Attorney

**TO THE CITY: APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:**

By: _____
City Attorney

Exhibit "A"

Copy of Survey of Site

Exhibit "B"

Copy of Approved Sublease Agreement between the
City of Miami Springs and the Miami Springs Historical Society, Inc.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2014 by and between the **CITY OF MIAMI SPRINGS**, a Florida Municipal Corporation, hereinafter referred to as "**City**", and **MIAMI SPRINGS HISTORICAL SOCIETY, INC.**, a Florida Non-Profit Corporation, hereinafter referred to as "**SOCIETY**". **The City and the SOCIETY will each be referred to as "Party" and collectively as "Parties"**.

WITNESSETH:

WHEREAS, "**SOCIETY**" has approached the City to solicit authorization to utilize the free standing building ("Building")located at 501 East Drive, Miami Springs, situated in Miami-Dade County, Florida ("Site"); and,

WHEREAS, the Site, including the Building, is owned by The School Board of Miami-Dade County, Florida (the "**Board**"); and,

WHEREAS, the City currently leases the Site, including the Building, from the Board, pursuant to a lease agreement between the City and Board; and,

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

WHEREAS, the City Council of the City of Miami Springs has reviewed and discussed the proposal of "**SOCIETY**" and has determined that, subject to the terms and conditions of this Agreement, it is in the best interests of the City and its citizens to authorize "**SOCIETY**" to relocate the Miami Springs Historical Museum it operates to the Building on the Site ;

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

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

AUTHORITY TO SUBLEASE

The Parties hereto hereby acknowledge the existence of the underlying Lease Agreement between the City and the Board for the Site which includes the Building (see copy of survey attached hereto as Exhibit # 1). Additionally, the Parties hereby acknowledge and agree that this Sublease is inferior in right and in might to the Prime Lease defined below. It is further acknowledged that this Sublease and amendments thereto, if any, by and between the City and the SOCIETY are specifically subject to the prior written approval of the Board. The City agrees to deliver to the Board, a copy of the duly executed Sublease, in the form approved by the

Board, within thirty (30) calendar days of execution of the Prime Lease defined below.

INCLUSION OF LEASE TERMS AND CONDITIONS

Attached hereto as Exhibit # 2, and by this reference made a part hereof, is a copy of the Lease Agreement ("Prime Lease") between the City and the Board which encompasses and sets forth the rights, duties and obligations relating to the subject Site. The Parties hereto acknowledge and agree that the terms and conditions of this Sublease are specifically subject to the provisions contained in the Prime Lease between the City and the Board and agree to be bound by same. The Parties further acknowledge and agree that both the Prime Lease and this Sublease are subordinate to any documentation which any jurisdictional agency may require the Board to provide or the to the disposition or financing of the subject Site.

The City and SOCIETY acknowledge and agree that this Agreement shall be subject and subordinate to the Prime Lease, and in the event of a conflict between the terms of this Agreement and the terms of the Prime Lease, the terms of Prime Lease shall prevail.

COMPLIANCE WITH LEASE PROVISIONS

SOCIETY hereby acknowledges and agrees that all matters requiring compliance with the Prime Lease between the City and the Board shall be communicated or provided to the City for transmission or forwarding to Board, and that SOCIETY shall have no direct contact with Board regarding any matter relating to the Building, this Agreement or the Prime Lease. Notwithstanding the foregoing, the SOCIETY and City shall promptly notify the Board in writing in the event of (1) any default under this Agreement, (2) cancellation or termination of this Agreement, (3) any environmental issue relating to the Building or Site or receipt of any notices or communications from any jurisdictional entity in relation to any environmental issues on the Building or Site, (4) any amendment to this Agreement, or (5) any claim relating to the Site.

USE OF PREMISES

The City of Miami Springs hereby grants to SOCIETY a Sublease to utilize the entire Building located at 501 East Drive, Miami Springs, FL, for the relocation and operation of the Miami Springs Historical Museum upon the terms and conditions set forth herein. The parties mutually acknowledge that this Agreement is for the free standing Building itself and that no parking is provided on site. A sketch of the Building is attached hereto as Exhibit # 3.

PAYMENTS FOR USAGE

SOCIETY shall be required to pay the City the sum of One Dollar (\$1.00) per year as fee for the usage of the Building pursuant to this Agreement, and SOCIETY shall also be responsible for the payment of all utilities, insurances, license and permit fees applicable to the operation of the Building.

REHABILITATION OF PREMISES

It is hereby acknowledged by the Parties hereto that the subject Building is not currently in the proper condition to operate the proposed Miami Springs Historical Museum. In partial consideration of the City entering into this Agreement, SOCIETY has, subject to the approval of the City and Board, agreed to properly renovate, reconstruct, and rehabilitate the structure, at its sole cost and expense, so as to be able to secure all proper governmental approvals, certificates, licenses and permits to operate the proposed museum. The City and SOCIETY agree that any and all improvements, modifications or alterations to the Building by the SOCIETY shall be performed in compliance with the Prime Lease, including without limitation, Article VI of the Prime Lease. In addition, the Board, in consultation with the City, shall determine whether the permitting and inspection process shall be administered by the Board or the City Building Department.

MAINTENANCE OF PREMISES

SOCIETY agrees that it will properly maintain the subject Building and all its systems and equipment following the opening of the museum to the public. The City shall only be responsible for the structural integrity of the Building, its roof, and the Thor Guard lightning prediction system located in the Building and on the Building roof under this Agreement.

ACCEPTANCE OF SUBLEASE

SOCIETY hereby accepts this Sublease granted by the City for the use of the Building for the operation of the Miami Springs Historical Museum upon the terms and conditions set forth herein and the Prime Lease. Notwithstanding the foregoing, the City shall be concurrently obligated to the Board to insure compliance with the terms and conditions of the Prime Lease.

TERM OF AGREEMENT

This Agreement shall begin on the ___ day of _____ 2014 and terminate on the ___ day of _____, 2024. The SOCIETY and City expressly acknowledge and agree that this Agreement shall automatically terminate concurrent with the cancellation or termination of the Prime Lease and both shall surrender the subject Premises by the effective date of expiration or early termination thereof.

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) cannot reasonably be cured within the required thirty (30) day period, the violating Party shall request, and the non-violating Party shall grant, any additional curative

time that may be reasonably required, so long as the violating Party has already commenced actions to cure the violation(s), and said Party continues to diligently pursue said curative actions during the curative extension period.

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.

In addition, the City and SOCIETY acknowledge and agree that the cancellation, termination, or expiration of the Prime Lease between the City and the Board shall serve to automatically cancel this Agreement. The SOCIETY further acknowledges and agrees that the Prime Lease also provides for the right of the City and the Board to cancel the Prime Lease without cause or penalty.

EVENT SECURITY

SOCIETY agrees to employ all required "Off Duty" Miami Springs Police Officers necessary to provide adequate security for any and all future events and activities that may reasonably require security. The determination of the number of officers required for security shall be made by the City's Chief of Police, in his sole and exclusive discretion and professional judgment.

INSURANCE

The SOCIETY shall maintain, at all times during the term of this Agreement, insurance

coverages and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned vehicles used in connection with the operations of the SOCIETY, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of the SOCIETY as required by Florida Statutes. "The School Board of Miami-Dade County, Florida and its members, officers and employees" and the "City of Miami Springs and its members, officers and employees" shall be named as an additional insureds on all liability coverages except Workers' Compensation insurance.

All such insurance, including renewals, shall be subject to the approval of the City and Board for adequacy of protection, and evidence of such coverage shall be furnished to the City and Board on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be cancelled during the performance of this Agreement with the City. Completed Certificates of Insurance shall be filed with the City and Board prior to the beginning of each annual term of this Agreement.

HOLD HARMLESS AND INDEMNIFICATION

The SOCIETY shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this Agreement (including goods and services provided thereto) by or on behalf of the SOCIETY, whether or not due to or caused in part by the negligence or other culpability of the indemnitees, excluding only the sole negligence or culpability of the indemnitees. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida, and its members, officers and employees, and the City of Miami Springs, and its members, officers and employees.

In addition, the SOCIETY agrees, at its own expense, and upon written request by the Board or City, to defend any suit, action or demand brought against the Board or City on any claim or demand arising out of, resulting from or incidental to performance under this Agreement.

PROHIBITED ACTIVITIES

SOCIETY shall not use the Building or Site for any inappropriate or unlawful purpose and shall comply with all State, County, City and Board Policies, laws, statutes, ordinances, policies, rules and regulations applicable now, or in the future, to the operation of SOCIETY and the Building. SOCIETY shall not permit any offensive or dangerous activity, foul or inappropriate language, gestures, blood (real or simulated), or sexually suggestive conduct offensive to the City or the Board, nor any nuisance or other conduct in violation of law or of the public policy of the Board, City, County or State on the premises.

DRUG FREE WORKPLACE

SOCIETY agrees to operate the Building and proposed museum as a drug free workplace and to ensure that this policy applies to all SOCIETY representatives and invitees while on the Building or Site.

NONDISCRIMINATION

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

ASSIGNMENT

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

ATTORNEY FEES AND COSTS

If either Party to this Agreement brings suit to enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing Party in any such litigation, and any appeals 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 reasonable attorney's fee as fixed by the court. Notwithstanding the foregoing, in the event of any dispute or litigation where the Board is a party or involving the Board, the Board and each Party shall be responsible for its own attorney's fees and costs through all appeals.

NOTICES

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

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

CITY OF MIAMI SPRINGS
Attention: Ronald K. Gorland, City Manager
201 Westward Drive
Miami Springs, FL 33166
E-mail: gorlandr@miamisprings-fl.gov

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

MIAMI SPRINGS HISTORICAL SOCIETY, INC.
Attention: Beverly Roetz, President
71 East 51 Place
Hialeah, FL 33013
E-mail: bevroetz@bellsouth.net

-AND-

MIAMI SPRINGS HISTORICAL SOCIETY, INC.
Attention: Current President
P. O. Box 660175
Miami Springs, FL 33266
E-mail: jwatson350@hotmail.com

-AND-

Fernando J. Suco, Registered Agent
211 Deer Run
Miami Springs, FL 33166
E-mail: Fernandosuco@aol.com

NOTICES TO BE GIVEN TO SCHOOL BOARD SHALL BE ADDRESSED AS FOLLOWS:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Chief Facilities & Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400

Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

HAZARDOUS MATERIALS

For purposes of this Agreement, the term “**Hazardous Substances**” shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term “**Environmental Law**” shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the Building, the Site, or arising from the SOCIETY’S use or occupancy of the Building, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Building or the Site. The term “**Hazardous Substances Discharge**” shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Building or the Site (unless caused solely by the City), or that arises at any time from the SOCIETY’S use or occupancy of the Building.

The SOCIETY shall not cause or permit to occur: (a) any violation of any Environmental Law in the Building or Site or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Building or Site, or the transportation to or from the Building or Site of any Hazardous Substance.

The SOCIETY shall, at the SOCIETY’S expense, comply with all applicable Environmental Laws with respect to the Building and the Site. The SOCIETY shall, at the SOCIETY’S own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the Building or the Site during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the SOCIETY with respect to the Building or Site, then the SOCIETY shall, at the SOCIETY’S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The SOCIETY shall promptly notify the Board and the City of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Building or Site, and shall promptly provide the Board and City with all information reasonably requested by the Board and/or City regarding the SOCIETY’S use, generation, storage, transportation or disposal of Hazardous Substances in or at the Building or Site.

The SOCIETY hereby acknowledges and agrees to accept the Site, including the Building, in its “as-is”, “where-is” condition and basis with all faults and subject to all leases, easements, covenants or other encumbrances and limitations of record. The SOCIETY further acknowledges that the Board has made no representations or warranties of any type or nature

whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Site, including the Building, for the City's operations, the SOCIETY'S operations or any specific use. By executing this Agreement, the SOCIETY agrees and acknowledges that the Board has made no representations whatsoever regarding the Site, including the Building.

The SOCIETY shall indemnify the Board and City against any Hazardous Substances Discharge determined to have been caused by the SOCIETY. The obligations and liability of the SOCIETY under this paragraph shall survive the expiration or termination of this Agreement.

SUBORDINATION

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the Board under those leases and to all financing that may now or hereafter affect the leases or the Site or Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the SOCIETY shall execute promptly any certificate that the Board may request.

It is understood and agreed that this Agreement shall be subordinate to the Prime Lease. It is further understood and agreed, however, that the Board shall have neither fiscal responsibility nor any responsibility as to compliance of the Agreement or other contract by and between the City and the SOCIETY.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

The SOCIETY acknowledges and accepts the authority of the Board or City to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the SOCIETY'S records, its legal representatives', assigns' and contractors' records and the obligation of the SOCIETY to retain and to make those records available upon request, and in accordance with all applicable laws. The SOCIETY shall keep records to show its compliance with this Agreement. In addition, the SOCIETY'S assigns, contractors and subcontractors must make available, upon the Board or City's request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The SOCIETY, its assigns, contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of any construction work at the Building or Site; and (b) the SOCIETY shall retain records for five (5) years after the expiration, early termination or

cancellation of this Agreement. Upon termination of this Agreement all public records in possession of the SOCIETY, its assigns, and, if applicable, its contractors and subcontractors, must be transferred to the Board at no cost to the Board. If records are stored electronically, the records must be provided in a compatible format to the Board's operating system.

SOCIETY'S REPRESENTATIONS

The SOCIETY is duly organized, validly existing, and in good standing under the laws of the State of Florida and duly qualified to transact business in the State of Florida. The SOCIETY'S corporate status shall remain active and in good standing throughout the term of this Agreement.

The SOCIETY has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the SOCIETY of its obligations under this Agreement, have been duly authorized by all necessary action of the SOCIETY, and do not contravene or conflict with any provisions of the SOCIETY'S Articles of Incorporation and By-Laws, or any other agreement binding on the SOCIETY .

The individual(s) executing this Agreement on behalf of the SOCIETY has/have full authority to do so.

PROMOTION

Other than activities undertaken to promote the SOCIETY'S operation of the Miami Springs Historical Museum at the Building, the SOCIETY shall not be permitted to use the Building, Site nor any structure thereon for promotion or advertising of any type or nature whatsoever. Any publication or literature issued by the SOCIETY announcing its program at the Building shall be approved by the City and Board, or their respective designees, prior to issuance or publication of same. No signage may be installed without the prior written approval of the Board.

MISCELLANEOUS PROVISIONS

A. That this Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising from this Agreement shall be in Miami-Dade County, Florida.

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

C. That should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such law, or if not modifiable, then same shall be deemed severable, and in either event, the

remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

D. That this Agreement constitutes the sole and entire understanding between the Parties hereto, except for the inclusion of all terms and conditions of the Prime Lease. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties hereto.

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

F. That SOCIETY is engaged with the City as an Independent Contractor, and not as an agent or employee of the City. Accordingly, "SOCIETY" shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pensions Ordinances of the City, nor any rights generally afforded classified or unclassified employees. "SOCIETY" further understands that Florida Worker's Compensation benefits available to employees of the City are not available to it, and it agrees to provide its own workers' compensation insurance for any employee or agent rendering services to "SOCIETY" under this Agreement.

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

MIAMI SPRINGS HISTORICAL SOCIETY, INC.
A Florida Non-profit Corporation

WITNESSES:

Print Name: _____

Print Name: _____

By: _____
BEVERLY ROETZ, President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was executed before me this _____ day of _____, 2014, by BEVERLY ROETZ, President of the Miami Springs Historical Society, Inc. who is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

Notary Public, State of Florida

COMMISSION:

CITY OF MIAMI SPRINGS
A Florida Municipal Corporation

WITNESSES: (As to both signatories)

By: _____

Print Name: _____

RONALD K. GORLAND
City Manager

Print Name: _____

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, CMC
City Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by RONALD K. GORLAND, City Manager and ERIKA GONZALEZ-SANTAMARIA, City Clerk of the City of Miami Springs, Florida. They are personally known to me or have produced _____ (type of identification) as identification, and did (did not) take an oath.

Notary Public, State of Florida

COMMISSION:

Exhibit #1

Copy of Survey of Site

Exhibit #2

Copy of Prime Lease between the City and Board

Exhibit #3

Sketch of Building

AN AGREEMENT

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Effective October 1, 2014 and continuing

until September 30, 2017

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PREAMBLE

THIS AGREEMENT is entered into by the City of Miami Springs, Florida, hereinafter referred to as the “City,” and the Florida State Lodge Fraternal Order of Police hereinafter referred to as the “FOP,” for the purpose of promoting harmonious relations between the City and the FOP, to establish an orderly and prompt procedure to settle differences which might arise, to insure continuation of normal activities and departmental operations, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and all other conditions of employment.

ARTICLE 1. RECOGNITION

The City hereby recognizes the FOP as the collective bargaining agent for all sworn, permanent, full time police employees of the ranks of police officers (patrol officers), detectives and sergeants, specifically excluding all other ranks of officers, civilian support personnel and any other City employees, as to wages, hours and all other terms and conditions of employment.

As certified by the Public Employees Relations Commission under PERC #1841.

ARTICLE 2. NO STRIKE

There will be no strikes, work stoppages, picket lines, slow downs, boycotts or concerted failure or refusal to perform assigned work by the Employees or the FOP and there will be no lockouts by the City for the duration of this Agreement. The FOP supports the City fully in maintaining normal operations.

Any employee who participates in or promotes a strike, work stoppage, picket line, slow down, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City in accordance with the City personnel rules in effect at the signing of this Agreement and only the question of whether he did, in fact, participate in or promote such action shall be subject to grievance and arbitration procedure.

It is recognized by the parties that they are responsible for and engaged in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the City or the FOP shall be entitled to seek and obtain immediate injunctive relief; provided, however, it is agreed that the FOP shall not be responsible for any act alleged to constitute a breach of this section if neither the FOP nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the FOP and its FOP officers have used every reasonable means to prevent or terminate such action.

ARTICLE 3. EMPLOYER RIGHTS

A. The Employee Organization and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the City of Miami Springs Police Department. Accordingly, the City specifically, but, not by way of limitation, retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, staffing, the method of service, the schedule of work time; to contract and sub-contract existing and future work to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue, temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable; to hire, fire, lay off, assign, transfer, promote and determine the starting and quitting time; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.

B. The Employer retains the sole right to discipline, suspend and discharge employees for just cause, including violations of any of the terms of this Agreement.

C. The above rights of the Employer are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the Employer in its capacity as management of the City of Miami Springs. Any of the rights, powers and authority the Employer had prior to entering this collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the Employer has not expressly modified or restricted

by a specific provision in this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of the rights and opportunity are set forth in the Agreement. Therefore, the Employer and the FOP for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless otherwise provided in this Agreement.

ARTICLE 4. NON-DISCRIMINATION

The City and the FOP agree not to interfere with the rights of employees covered by this Agreement to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the City or the FOP against any officer because of FOP membership or non-membership, or because of race, creed, color, sex or national origin. Any claim of discrimination against the City shall not be arbitrable under this Agreement, but shall be subject to the method of review prescribed by law or regulation having the force and effect of law. Further, it is acknowledged and agreed that any residual wording, or reference, to only one sex, or gender, shall be construed to mean and included all covered employees, both male and female.

ARTICLE 5. DUES CHECK-OFF

Upon receipt of a voluntary written individual notice from any of its employees covered by this Agreement, on a form provided by the FOP, the City will deduct from the pay due such employee those dues and regular assessments required to retain FOP membership. Such authorization is revocable upon 30 days written notice by the employee.

The FOP agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments, brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 6. FOP REPRESENTATIVES

Two (2) members of the FOP and an alternate shall be granted time off without loss of pay to attend negotiation sessions, mutually set, to renegotiate this Agreement.

The City agrees to recognize three (3) FOP representatives appointed by the FOP, whose duties shall be to process grievances from members of the bargaining unit, and from time to time, through existing police department chain of command, bring to attention of the Chief conditions of mutual concern. It is agreed and understood by the parties that these three (3) FOP representatives may spend up to a total of ten (10) hours, collectively, per quarter, without loss of pay, with the prior approval of their supervisor, for the purpose of conducting FOP business. The supervisor's approval shall not be unreasonably withheld, but shall consider the operational requirements of the Department and the City.

The City agrees to allow the FOP and its representatives, whether State, Regional or National, reasonable access to the City Council meeting room for the conducting of FOP business when that room is not in normal use. The City will permit the said credited representatives of the FOP to have this reasonable access to the meeting room of the City at any time when not previously scheduled for another use during working hours to conduct FOP business, with prior approval of the Chief of Police and prior scheduling with the City Clerk. The FOP agrees not to use this access for the purpose of soliciting members.

ARTICLE 7. SERVICES TO THE FOP

A. The City will furnish the FOP with sufficient Bulletin Board space for up to four (4) FOP notices, size “8 1/2 x 14” in the Squad Room. All notices shall be approved by the Chief or Acting Chief prior to posting.

B. The City agrees to provide one covered copy of this Collective Bargaining Agreement for each member of the bargaining unit within a reasonable amount of time after final ratification of the Agreement.

ARTICLE 8. SHIFT EXCHANGE AND SUBSTITUTIONS

Wherever feasible, excepting normal shift changes or replacement of personnel off duty, the City will notify the employee at least two (2) weeks in advance of any contemplated change in an employee's status, e.g., transfer, reassignment or change of shift. The employee may waive advance notice without violating this Article. Upon application to the Chief of Police, shift exchanges, for the purpose of attendance at advance schools and college courses, will be arranged provided:

A. It is voluntary and only for the requesting employee's benefit; but shall not interfere with operation of the department or result in any additional payroll costs to the City.

B. A fellow officer of like rank and qualifications volunteers for the exchange; and the substitution time, between the two employees, is returned to the second party employee within ten (10) months from the date worked.

C. It is requested and approved sufficiently in advance so as not to work a hardship on either officer or the City.

D. For such voluntary and approved substitutions, the hours involved in the shift exchange trading of time between employees, as provided in Fair Labor Standards (FLSA), are not additional payroll hours for either employee; and do not increase any overtime over the amounts the employees would have otherwise been due if the substitution had not taken place.

ARTICLE 9. APPOINTMENTS AND PROMOTIONS

A. Whenever a promotional vacancy exists in a Sergeant position, the City shall endeavor to fill said vacancy within a reasonable time from a valid eligibility list, if the City Manager determines that appropriate funds are available and that there is an operational need to fill such vacancy.

B. The City will announce promotional examinations not less than sixty (60) calendar days prior to the examination date. A reference list of source material and general area of concentration will be released at the same time as the examination announcement. The City will ensure the existence and availability of the source (reference) books and materials to eligible candidates at City expense, not to exceed seven (7) copies of each source. Such books and materials are the property of the City and will be housed in the Police Department. Eligible candidates, on a first come basis, will sign out any such materials and will be responsible for their return to the Department prior to the date of the examination.

C. The examination will consist of two (2) parts:

1. A WRITTEN examination worth 65% of total score;
2. An ORAL examination worth 35% of total score; all candidates will be required to complete both parts of the examination. A combined score of 70% will be deemed passing. Candidates, only then, will be eligible to receive an addition of one (1) point for each full year of service, up to a maximum of ten (10) points to be added to their passing score. Their names will then be placed on an eligibility list in rank order of score including service points. The City will take all steps to ensure that promotional examinations are properly validated. Eligibility lists shall

be valid for one (1) year. If, at the end of that year, three (3) or more names are still on the list, it may be used for an additional year upon authorization of the City Manager; no list may be used for more than two (2) years. At the time a new promotional examination is given, all eligible candidates desiring to be on the new list must take the new examination. No employee will be placed on the new list as a result of a previous test score. All candidates will be notified of their test scores; only passing scores will be listed on the eligibility list.

D. Employees shall be eligible to take a promotional examination for SERGEANT having a minimum of three (3) years continuous employment as POLICE OFFICER with the City. Cut-off date to meet the minimum eligibility will be seven (7) calendar days prior to the date of the examination.

E. It is understood and agreed that this Agreement has absolutely no bearing or effect whatsoever on the positions of LIEUTENANT or CAPTAIN, and in no way restricts, controls or governs the City's inherent power to manage those groups not covered by this Agreement, to set staffing levels, or to fill or not fill vacancies of LIEUTENANT, CAPTAIN and/or the CHIEF OF POLICE. It is agreed, however, that an employee may take a promotional examination for LIEUTENANT only after two (2) years in continuous rank of SERGEANT with the City.

ARTICLE 10. LATERAL HIRES

The Union understands and agrees that the City may hire employees and slot them into the salary schedule (attachment A to this Agreement) as follows: Individuals who have between two (2) and four (4) years of full-time law enforcement experience may start at Step 2 of the salary schedule; individuals who have between four (4) years and six (6) years of full-time law enforcement experience may start at Step 3 of the salary schedule; and individuals who have between six (6) or more years of full-time law enforcement experience may start at Step 4 of the salary schedule. The aforesaid years of law enforcement shall be utilized solely for purpose of placing individuals into the appropriate steps in the salary schedule, and shall have no impact on bargaining unit seniority.

ARTICLE 11. OFF DUTY WORK

A. It is agreed there will be a good faith effort to insure that voluntary, authorized off duty work is compensated for at not less than the Dade County Public Safety Department established off duty rate, as approved by the Chief of Police. This approved rate shall be used only for off duty work that is clearly not “joint employment” under the Federal Fair Labor Standards Act (FLSA) and the Rules and Regulations of the U.S. Department of Labor.

B. Compensation for off duty work of a “joint employment” law enforcement nature shall be worked, at such other employer’s expense, at not less than \$50.00 per hour for Patrol Officers, and \$56.00 per hour for Sergeants.

C. The City will guarantee to make a good faith effort to require that an off duty police officer be hired whenever there is private contractor construction requiring the blocking of traffic on a street over which it has municipal control and jurisdiction. If the work being performed by the private contractor is being done and paid for by the City, reasonable judgment shall be used by Police Administration to determine the need for such off duty work. Off duty compensation shall be as specified for “joint employment” in preceding paragraph “B.”

D. Except as specifically provided by preceding paragraph “B” or “C,” it is agreed there shall not be any arrangement for off duty police work, either paid or unpaid, or any other law enforcement secondary employment constituting or creating “joint employment,” or likely to be defined or classified as such, without full disclosure by FOP or member-employee, and prior specific approval by the Chief or Police and City Manager in addition to the management and

public interest reasons for this provision, an additional purpose is to require and exercise due diligence to insure that employee off duty work which creates, or results in, off shift “joint employment” police work be properly compensated, as provided in paragraph “B,” and covered under paragraph “E.”

E. Any employee who may suffer an “on-the-job injury,” while working authorized police-related off duty “joint employment” and acting in the scope of his law enforcement authority and regular employment, shall be entitled to the same benefits as if injured in the same manner while on duty in regular police officer employment.

F. No member of the Department will be allowed off duty police employment that is detrimental to the Department goals or will impair the efficiency of an employee in the performance of his police duties. Each employee is held strictly responsible for ensuring that he is fully fit to perform his duties when reporting to work for the Department. Employees will not engage in activities of any nature where they would be hindered in performing their departmental duties. Officers shall not work:

1. In any employment or in any location which will tend to bring the Department in disrepute or to reduce his efficiency or usefulness as a member-employee thereof.

2. In any employment requiring any affiliations, membership or allegiance tending to influence his conduct in a manner inconsistent with the proper discharge of his duties as a police officer, or his responsibility to the Department or the public interest.

3. In any business where the manufacture, transportation, sale or serving of liquor is a principal commercial basis of the business, except as provided in State Law (F.S. 561.25 and other provisions) and approved by the Chief of Police.

4. In any employment requiring the services of civil process or the collection of debts.

5. On investigations or other work in which he may avail himself of his access to police information, records, files or correspondence.

6. For any other municipality or political sub-division of the State or Federal government, except by the express permission of the City Manager.

7. In excess of sixteen (16) hours per week, inclusive of approved outside employment, excepting while on vacation leave. Any hours exceeding the maximum will require specific approval of the respective division commander.

8. In any off duty position while on sick leave, injured on duty status, on "light duty" or when disciplinary action is in effect. Also no officer will be permitted off duty employment within 24 hours of the end of the shift of a day taken as sick leave.

G. Except and unless authorized in advance for a specific event, or for a specific day or group of days, no City vehicle, motorcycle or K-9 dog shall be used in off duty employment. Any member-employee request for an exception, or specific period waiver, shall be made by written memorandum submission and shall not be approved without authorization from the Chief of Police and City Manager, or designated personnel acting on their behalf, with exception for funeral escort use when approved by the Uniform Division Commander or Chief of Police.

ARTICLE 12. SENIORITY AND LAY OFF

Seniority shall consist of continuous accumulated paid service with the City, and shall be computed from the date of appointment. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized leave. Seniority shall be a factor in determining the following matters:

A. Vacations for each calendar year shall be drawn by employees on the basis of departmental seniority within rank and duty assignments.

B. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification.

Employees shall be called back from layoff according to the seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification in which there are employees currently on lay off status until all employees on lay off status in that classification have had an opportunity to return to work; however, the City is under no obligation to call back from lay off any employee who has been on lay off for over two (2) years.

ARTICLE 13. PROTECTION: EMPLOYEES ACTING WITHIN SCOPE OF AUTHORITY

Under the conditions and provisions set forth in Florida Statutes § 111.065 and § 111.07, except for an officer under active investigation and suspension with pay pending probable disciplinary action or an officer terminated for cause, the City, or an insurance carrier or self-insurance fund on its behalf, will automatically undertake: (1) the legal defense of any member-employee against civil actions (arising out of actions in line of duty and in the scope of employment or function) unless, in the case of tort action, the officer acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; and (2) will file proper and appropriate countersuits, as determined proper and appropriate by the City Attorney, or special counsel, and authorized by the City Council. Said defense will cease upon the first judicial finding of gross negligence or misconduct, and any further legal representation would be only upon the recommendation of the City Attorney, or special counsel, and authorization of the City Council, in each successive instance of a judicial determination subsequent to the first trial court decision.

ARTICLE 14. AWARDS

A program has been established to formally award Miami Springs Police Department employees or units for specific heroic acts, meritorious service, attainment of an extraordinarily high standard of proficiency in a critical skill achieved in a public safety endeavor, or for an act which results in the betterment of law enforcement. Individual Awards:

The following awards require review by the Awards Committee and approval by the Chief of Police:

1. Medal of Valor
2. Exceptional Service Award
3. Employee Excellence Award
4. Officer of the Month
5. Officer of the Year

A plaque, commendation letter, and/or medal, as appropriate, will be awarded to the recognized officer/employee.

ARTICLE 15. SAVING CLAUSE

All formal benefits heretofore uniformly and continuously enjoyed by all the employees which are not specifically provided for or abridged by the collective bargaining agreement shall continue under conditions which they have been granted by the laws of the State of Florida, Ordinances of Miami Springs, or Personnel Rules and Regulations of Miami Springs; specifically provided, however, that any such benefits may be changed at any time by mutual agreement.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect during the term.

ARTICLE 16. LETTERS OF REPRIMAND

A. Employees shall have the right to inspect and copy any letter of reprimand which is placed in the employee's personnel file as the result of supervisory action.

B. Any employee receiving a letter of reprimand from a supervisor may file a written response thereto within a reasonable time after the issuance of the letter of reprimand. At the employee's request, any such written response shall be included in the employee's personnel file together with the letter of reprimand.

C. Letters of reprimands shall not be challenged through the Grievance Procedure described in Article 16, but shall be appealed to the City Manager, or Acting City Manager in his/her absence, whose decision shall be final. Upon the employee's request, the Manager shall meet to discuss said appeal. The employee may be accompanied by an FOP Representative.

ARTICLE 17. GRIEVANCE & ARBITRATION PROCEDURE

A. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement. Definitions: A grievance within the meaning of this contract shall consist of a dispute about alleged violations or misapplications of particular clauses of this Agreement and about alleged violations of this Agreement. Only the Union may file a grievance on behalf of a member of the bargaining unit, a group of members of the bargaining unit, or the Union itself.

B. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step.

C. To simplify the grievance procedure and the calculation of time periods material hereto, "days" shall mean calendar days.

D. Grievances shall be presented in the following manner:

Step 1: The aggrieved employee shall discuss the grievance with his immediate supervisor within ten (10) days of the occurrence or event which gave rise to the grievance. However, if such employee is on an authorized leave of absence at the time of the occurrence or event which gave rise to the grievance, the ten (10) day period shall not begin to run until such leave expires. The FOP Representative may be present to represent the employee if the employee desires his presence. The immediate supervisor may attempt to adjust the matter and shall respond to the

employee within seven (7) days after such discussion. If the employee's immediate supervisor is the Division Commander, the employee shall, notwithstanding Step 2, first discuss the grievance with the Division Commander in accordance with Step 1. If, in the case in which the employee's immediate supervisor is the Division Commander, the grievance is not satisfactorily resolved within the time limits set forth in Step 1, then such employee shall next proceed in accordance with Step 2.

Step 2: If the grievance is not satisfactorily resolved in Step 1, the aggrieved employee and the FOP representative, shall reduce the grievance to writing on the standard form provided by the City for this purpose and present such written grievance to his Division Commander within ten (10) days from the time the immediate supervisor's response was due in Step 1. The Division Commander shall meet with the employee and the FOP representative, within ten (10) days after timely presentation of the written grievance to the Division Commander. Notice of the meeting shall be given to the FOP prior to this meeting set forth in the following steps. The Division Commander shall within ten (10) days after presentation of the written grievance to him (or such longer period of time as is mutually agreed upon), render his decision on the grievance in writing.

Step 3: Any grievance which was referred to the Division Commander and was not satisfactorily settled shall next be taken up with the Chief of Police. Such grievance shall be presented to the Chief of Police in writing within ten (10) days after the Division Commander's response was due in Step 2. The Chief of Police shall, within ten (10) days after presentation of the grievance to him (or such longer period of time as is mutually agreed upon), render his decision on the grievance in writing.

Step 4: If the grievance has not been satisfactorily resolved in Step 3, the employee, with or without the FOP representative, may present a written appeal to the City Manager within ten (10) days from the time the response was due in Step 3. The City Manager, or his designee, shall meet with the employee and the FOP representative, if the employee wishes him present, within ten (10) days after the employee presents him with the written appeal. The City Manager, or his designee, shall respond in writing ten (10) days from the date of the meeting. Such appeal shall only be accomplished by the filing of a copy of the original written grievance by the employee, or by the representative, requesting that the Chief of Police's decision be reversed or modified.

E. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the Grievance Procedure, within the time limits provided for the submission of a grievance in Step 1 and signed by the FOP representative on their behalf. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.

F. In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above, either the FOP or the City may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager, or his designee, renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator.

G. The City and the FOP shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, or which is not specifically covered by the Agreement, nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him which question must be actual and existing. The arbitrator shall have the authority to provide an appropriate remedy for any violation of this Agreement, subject to all terms and conditions stated in this Article.

H. Consistent with the provisions of the Florida Public Employees Relations Act, F.S. Chapter 447, it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts initially appropriated by the City Council for funding of the collective bargaining agreement. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution or regulation or provision of this collective bargaining agreement to result in, obligate or cause the City to have

to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Council for the funding of this collective bargaining agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

I. The compensation and expenses of the arbitrator shall be borne by the losing party. In the event of a compromise award, such costs shall be borne equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

J. The parties shall make their choice of the impartial arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

K. No part-time, temporary, or probationary employee shall be entitled to utilize the grievance and arbitration procedures set forth in this collective bargaining agreement. But those people, as described in this paragraph, shall have the right to a fair and equitable grievance procedure.

L. The grievance and arbitration procedure shall be exclusive to the FOP. Therefore, subject to Sections 447.301 and 447.401. Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this agreement.

ARTICLE 18. UNIFORM MAINTENANCE ALLOWANCE

A. (1) Employees in the uniform division will receive a monthly allowance of \$45.00 for the cleaning and repairing of uniforms; allowance to be paid in quarterly installments.

(2) Bargaining unit employees shall be entitled to make application for reimbursement up to Three Hundred (\$300.00) Dollars each fiscal year. First year officers shall not be eligible to make application for such qualified purchase reimbursement prior to satisfactory completion of their probationary period. Further, whenever an employee is transferred into, or from, the uniform division on a “permanent” basis by official personnel action, the annual maximum reimbursement amount for the fiscal year period shall be prorated on a weekly basis for the portion of the year assigned to the division, and employees transferred out of the uniform division shall have thirty (30) days to make application for reimbursement related to qualified items purchased prior to being advised of reassignment in writing, or by personnel action form. All applications for reimbursement must be submitted no later than 30 days prior to the end of the fiscal year. Application shall be made on the form provided by the Department and must include an itemized, descriptive paid invoice per the attached list.

B. Non-uniformed employees will receive an annual clothing maintenance allowance in lieu of cleaning in the amount of Five Hundred and Ninety-Nine Dollars (\$599.00). This amount shall be paid in quarterly installments for primary assignment to an authorized non-uniform position, and shall be prorated on a weekly basis for transfers into and out of such positions by official personnel action.

C. Employees shall participate in, and receive, prorated reimbursement eligibility and prorated allowance payments, as provided in “A” and “B” above, in direct relationship to the duty assignment and the use of uniforms, clothing and equipment.

D. The City will provide to each employee a light weight uniform jacket.

E. The City will provide for the replacement of bullet proof vests which become unsafe or dysfunctional under normal use; provided that the City shall not be liable for any vest lost, stolen, or damaged as a result of employee negligence. Upon the request of any employee and presentation of a properly executed receipt of a bill of sale, and return of the old vest, the City shall reimburse the officer up to 100% of the cost of the bulletproof vest, with the maximum dollar amount not to exceed Five Hundred Dollars (\$500.00). It shall be the officer’s sole responsibility to replace vest(s) as needed and no liability shall inure to the City based on the officer’s failure to obtain or replace a vest as needed.

Such vests shall be worn in accordance with such rules, regulations or directives which may be furnished from time to time by the Police Chief.

A. REIMBURSEMENT ITEMS:

1. Repair, refurbishing, refinishing and restorative work on optional back up weapon; listed optional equipment; and leather goods.
2. Authorized uniform shoes, including water-protective rubber-cover wear.
3. Handcuffs when unusable and beyond reasonable repair.
4. New purchase of backup weapon, if officer does not possess one, or replacement of existing unserviceable backup weapon, when unsafe and beyond reasonable repair.
5. Accessory service pistol grip.
6. Uniform leather case and pocket knife.
7. Whistle and whistle holder.
8. Ticket book cover, carrier of case.
9. Clipboard with light or clipboard light.
10. Accident report template.
11. Backup weapon holster.
12. Uniform equipment carrier unit, such as a tote-bag, briefcase or other type equipment organizer bag or case.
13. Vest
14. Other equipment as approved by the Chief of Police.

ARTICLE 19. HOURS OF WORK

A. Pursuant to Fair Labor Standards Act (FLSA) Section 207 (K) and Department of Labor Regulation 29 CFR Part 553, the City shall adhere to a seven (7) day “work period.” Within each “work period,” overtime shall be determined and calculated on “in pay status” time, all “tours of duty” time and such other time actually worked, excluding any substitution/exchange traded time; provided, however, that time spent by an employee on Annual Leave, Holiday Leave (including Birthday and Floating Holidays) and Sick Leave shall not be included in any computation of overtime or as “hours worked” or as “in pay status.” Compensatory time shall be included in the computation of overtime. Additionally, time and one half overtime will be paid for compensable hours exceeding forty (40) hours in each seven (7) day work period. All hours worked up to forty (40) in each seven (7) day work period shall be compensated at straight time, except as provided for in Article 18.

B. Nothing in this Agreement shall be construed, or applied, to be in conflict with the Fair Labor Standards Act (FLSA) or related FLSA regulations promulgated by the U.S. Department of Labor, as these may be amended from time to time; provided, however, if such amendments would result in any City optional costs to be increased, the City and FOP would meet promptly to renegotiate the provisions of the Agreement which would give rise to such optional cost.

C. Effective October 1, 2014 employees shall be able to accumulate compensatory time to a maximum of one hundred fifty-five (155) hours. Employees shall receive payment of accrued compensatory time upon termination of service at the employee’s rate of pay at termination date. The City may, based upon the City Manager’s determination as to the availability of funds, authorize employees once each fiscal year to “sell” to the City up to an

amount of compensatory time not to exceed 40 hours per employee. No later than November 15 of each year the City Manager shall advise the members of the bargaining unit of his determination as to whether or not to authorize the sale of compensatory time to the City and the maximum amount per employee that the City will purchase, if any. An employee may participate only to the extent that the employee has in excess of 40 hours of compensatory time on the books as of November 15. The “purchase” of time shall occur on or about the close of the first payroll in each December; with disbursements of funds to be processed on the payroll immediately following the request.

D. Notwithstanding anything in this Agreement to the contrary, the mandatory FLSA requirements shall apply in all matters covered thereunder (such as hours, rates, overtime, compensatory time, etc.) unless cities become exempted.

ARTICLE 20. CALL IN, CALL BACK AND COURT TIME

A. When it is necessary for the Department to require employees to return to work on regular work days or on their days off, but not on or less than one (1) hour after the end of their regular assigned shift, the City agrees to compensate the employee at the overtime rate. A minimum of three (3) hours compensation at the overtime rate is guaranteed.

B. When it is necessary for the Department to require employees to appear in court, not on or contiguous to their regular assigned shift, the City agrees to compensate the employee at the overtime rate. A minimum of three (3) hours compensation at the overtime rate is guaranteed, provided however, no employee shall be compensated more than once for appearances occurring within the same minimum three (3) hour period. Officers who are requested to appear in court within one (1) hour of the beginning or after the end of their regularly scheduled shift will not receive the three (3) hour minimum compensation referred to hereinabove; rather these officers will be entitled to a minimum of one (1) hour of compensation at time-and-one-half for such court appearance. In accordance with FLSA, officers on stand-by for court appearance will not be compensated for any time prior to actual call-back.

C. When it is necessary for the Department to require employees to return to work on a regular day off due to riot, hurricane, or any other emergency declared by the City Manager or his agent, the City agrees to compensate the employee at the overtime rate as required by the Fair Labor Standards Act (FLSA).

D. Call back and call in:

1. Call back is the calling of an employee to work during a period which is separated by a gap in time of at least one (1) hour not contiguous with the employee's regularly scheduled shift. Call back may thus occur either on a work day or on a day off.

2. When an employee is asked to report to work early, the request is deemed a call-in (rather than a call-back) and the employee shall not be guaranteed a minimum of three (3) hours at the overtime rate, but shall be paid at the overtime rate for such actual time worked by the employee prior to the beginning of his regularly scheduled shift as required by the FLSA.

3. When employees are called back to work on holiday, annual, or sick leave days, they will be guaranteed a minimum of three (3) hours compensation at the overtime rate. Every attempt should be made by supervisors to not call back employees on holiday, annual or sick leave days unless under genuine emergency conditions.

4. Employees called back to work on a day off shall be entitled to the three (3) hour guarantee at the overtime rate.

ARTICLE 21. FOP BUSINESS

The City agrees that during an employee representative's non-working time, on the City's premises, employee FOP representatives shall be allowed to, when the following does not interfere with official duties as determined by the Chief, and does not conflict with law or interfere with the work and official duties of other employees:

- A. Post FOP notices, without disrupting working employees.
- B. Distribute FOP literature, except as prohibited by law.
- C. Solicit FOP membership, during other employees off duty and non-working hours away from areas where actual work is performed.
- D. Transmit communications, authorized by the local FOP or its officers, to the City or its representative.
- E. Consult the City representative through the existing Police Department chain of command, and consult with FOP representatives concerning enforcement of any provisions of this Agreement.

ARTICLE 22. MILEAGE ALLOWANCE

Employees choosing to utilize their private automobiles to attend court shall be assumed to request the mileage allowance from the State of Florida as stipulated in F.S.S. 92.141.

An employee who chooses to utilize a City Vehicle to attend court shall be provided one whenever possible.

ARTICLE 23. POLICE STANDARDS OF OPERATION

A. Internal investigation will be conducted in accordance with F.S. 112.532, Law Enforcement Officers' and Correction Officers' Rights, as amended, and F.S. 112.533, Receipt and Processing of Complaints, as amended. Whenever a law enforcement officer is under investigation and subject to interrogation by members of the officer's agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation and investigation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

2. The interrogation shall take place either at the office of the command of the investigation officer or at the office of the local police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

3. The officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

4. The officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities, including telephone use and meals, and rest periods as are reasonably necessary.

6. The officer under interrogation shall not be subject to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions. (An officer under investigation shall not be told that if he or she does not resign from the Department criminal charges will be brought against him or her.)

7. The formal interrogation of an officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. (When interrogations are recorded, a copy will go to the officer being investigated should he or she request it.)

8. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, the officer shall be completely informed of all his or her rights prior to the commencement of the interrogation. (If the officer under investigation is suspected of committing a criminal offense, he or she shall be advised of his or her rights.)

9. The officer has the right to refuse to answer all questions concerning criminal matters if rights against self-incrimination would be prejudiced, and shall not be ordered to submit to any device designed to measure the truth of responses during questioning, unless he or she agrees to do so. Officers shall not be threatened with disciplinary action for not testifying against themselves or other officers before a criminal proceeding; however, officers must answer all questions concerning non-criminal matters which may result in disciplinary action.

10. At the request of any officer under investigation, the officer shall have the right to be represented by counsel or any other representative of his or her choice, who shall be

present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.

11. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any officer unless such officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.

12. No officer shall be discharged, disciplined, demoted, denied promotion, transfer or reassignment, or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by Chapter 112, Part VI, and other laws.

13. A complaint filed against an officer with a law enforcement agency or corrections agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential until the conclusion of the internal investigation or at such time that the investigation ceases to be active without a finding relating to probable cause. If the internal investigation is concluded with the finding that there is no probable cause to proceed with disciplinary action or file charges against the officer, a statement to that effect signed by the agency head or designee and the responsible investigating official shall be attached to the complaint; and the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. If the investigation is concluded with the finding that there is probable cause to proceed with disciplinary action or file charges, the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. If the investigation ceases to be active without a finding relating to probable cause, the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. This does not apply to any public record which is exempt

from public disclosure pursuant to s. 119.07(3). For the purposes of this section, an investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding is made within 60 days after the complaint is filed.

14. The findings of an internal affairs investigation shall be labeled either “sustained” (indicating probable cause to proceed with disciplinary action or criminal prosecution), or “not sustained” (indicating no probable cause to proceed with disciplinary action or criminal prosecution), or “exonerated” (indicating no probable cause and no grounds for the accusation or complaint).

B. The City will make no public statements concerning alleged violations of the law or departmental rules until the internal investigation has been completed. No public statements shall, at any time, be issued which would jeopardize an accused officer’s right to a fair hearing or trial.

C. As provided by Florida Statutes, as amended, certain employee personnel records shall be kept confidential and never released to any person, except officials of the City and as otherwise provided by law, or in response to court order. Individual officers may, at their discretion, waive this right, subject to any limitations of State or Federal law.

D. No unauthorized person and no member of the news media shall, either directly or indirectly, be furnished with the home addresses, telephone numbers, and/or photographs of law enforcement personnel; the home addresses, telephone numbers, photographs and places of employment of the spouses and children of law enforcement personnel; and the names and locations of schools attended by the children of law enforcement personnel without employee written consent. Further, the Department will not furnish such data in case of discharge until full appeal rights have been exhausted.

E. No civilian dominated police review board will be established by the City. Whenever required by law or administrative decision, a complaint review board shall be composed of three members: One member selected by the Chief of Police; one member selected by the aggrieved officer; and a third member to be selected by the other two members. The board members shall be law enforcement officers selected from any state, county, or municipal agency within the County.

F. No police officer will be required to give testimony before a non- or quasi-governmental agency except as may be required herein or by law, with respect to an internal affairs investigation.

G. Any person who wilfully discloses, or permits to be disclosed, his intention to file a complaint; the existence or contents of a complaint which has been filed with an agency; or any document, action, or proceeding in connection with a confidential internal investigation of an agency, before such complaint, document, action, or proceeding becomes a public record as provided herein is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Notwithstanding other provisions of this Article the complaint and information shall be available to law enforcement agencies and state attorneys in the conduct of a lawful criminal investigation.

H. If the agency fails to comply with the requirements of Chapter 112, Part VI, a law enforcement officer employed by such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such employing agency is headquartered

and permanently resides for an injunction to restrain and enjoin such violation of the provisions of Part VI and to compel the performance of the duties imposed by Part VI.

I. All officers shall have the right to inspect and make copies of their personnel records. No record will be hidden from an officer's inspection. Any employee may respond in writing to any material contained in the officer's official personnel folder and it shall become a part thereof.

J. Should disciplinary action result from an internal investigation, an officer shall, at the option of the Chief of Police, with the approval of the City Manager, be allowed to use compensatory time or vacation time to satisfy a suspension in the case in which a suspension is for five (5) days or less, provided the officer shall sign a waiver of any and all rights to appeal said suspension.

ARTICLE 24. HOLIDAYS

The following days shall be considered holidays:

1. New Year's Day
2. Martin Luther King Jr. Day (Observed)
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Day
9. Veterans' Day

10. Employee's Birthday. All employees by this Agreement shall retain the option of taking a day off for their birthday, provided that manpower is available, or having a day added to their vacation.

11. Floating Holidays. Three (3) floating holidays will be accrued and credited to the employee's leave bank in January each year; new employees will be credited their floating holidays on their entrance date on a prorated basis. All floating holidays will be used during the calendar year earned; if not used by year end (December 31) they will be forfeited.

All employees covered by this Agreement shall receive one (1) additional day added to their vacation time for each recognized holiday as each holiday occurs. Employees shall not receive any other compensation for the designated holiday; whether they are on or off duty on the

actual holiday date is immaterial. No other holidays are recognized, or granted by this Agreement.

ARTICLE 25. USE OF VACATION

Members of the bargaining unit shall be allowed to take earned vacation leave time pursuant to the following conditions:

A. Employee shall bid by seniority for earned vacation leave time in minimum increments of five (5) days, except that a total of ten (10) days vacation may be taken if the department's manpower requirements permit.

ARTICLE 26. WAGES AND LONGEVITY

A. Longevity during the term of this contract shall be paid according to Appendix B, which shall form part of this contract.

B. The salary schedule shall be according to Appendix A, which shall form part of this contract:

Effective October 1, 2014, increased by two percent (2%).

Effective October 1, 2015, increased by two percent (2%).

Effective October 1, 2016, increased by two percent (2%).

APPENDIX A
CITY OF MIAMI SPRINGS
FOP PAY PLAN

CLASSIFICATION: POLICE OFFICER

DATE	1	2	3	4	5	6	7	8
10/1/2014	\$48,986	\$51,421	\$54,053	\$56,735	\$59,618	\$62,597	\$65,729	\$69,013
10/1/2015	\$49,965	\$52,450	\$55,134	\$57,870	\$60,810	\$63,849	\$67,043	\$70,393
10/1/2016	\$50,965	\$53,499	\$56,237	\$59,028	\$62,027	\$65,126	\$68,384	\$71,801

CLASSIFICATION: SERGEANT

10/1/2014	\$59,618	\$62,597	\$65,729	\$68,953	\$72,434	\$76,011	\$79,811
10/1/2015	\$60,810	\$63,849	\$67,043	\$70,332	\$73,883	\$77,532	\$81,407
10/1/2016	\$62,027	\$65,126	\$68,384	\$71,739	\$75,361	\$79,082	\$83,035

Effective October 1, 2014

APPENDIX B

LONGEVITY

DEFINITION: Longevity pay is an extra payment in recognition of length of continuous service and is awarded equally to all full-time permanent personnel without regard to rank or position, in accordance with the following schedule: Any retroactive payments, due bargaining unit member, shall be made at the longevity rates in effect prior to effective date of this successor agreement.

After eight (8) but less than ten (10) consecutive years of service, \$500.00 annually.

After ten (10) but less than fifteen (15) consecutive years of service, \$1,000.00 annually.

After fifteen (15) but less than twenty (20) consecutive years of service, \$1,500.00 annually.

After twenty (20) consecutive years of service and continuing thereafter, \$1,750.00 annually.

Each longevity payment is inclusive of the prior payment and not in addition thereto.

Each longevity payment shall be made in a lump sum on the pay-day nearest to December 15th in each year, subject to applicable taxes; such payments shall be considered as part of wages applicable to pension.

ARTICLE 27. PHYSICAL EXAMINATION AND EMPLOYEE SAFETY

A. The City shall pay for one annual physical examination for each bargaining unit employee; the time and physician to be chosen by the City. The physical examination shall include, but not limited to, electrocardiogram, eye examination and hearing test.

B. All bargaining unit employees shall be granted sufficient duty time every three (3) months, (quarterly) to fire a qualification course. Employees will be allowed to practice at the pistol range once a month.

C. The City shall insure that the minimum manpower on duty for each uniform patrol shift will compose of at least, one sworn supervisor with the rank of Sergeant or above, or one O.I.C. (Officer In Charge), who will actively supervise the shift, and three sworn personnel of the rank of Police Officer or above, who will actively perform uniform division shift duties. Additionally there will be at least one person assigned to each shift for dispatch and related station support duties.

D. To insure the continued safety and fitness of employees, the City shall furnish a sufficient area for physical training, including appropriate weight lifting equipment.

ARTICLE 28. INSURANCE

A. The City will provide major medical, health, dental and vision insurance benefits. If the employee selects the HMO plan, then the City agrees to pay one hundred percent (100%) of the employees individual major medical, health, dental and vision insurance premium. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee.

B. If the employee selects the HMO plan, then employees covered by this Agreement will pay fifty percent (50%) of the cost for health, dental and vision insurance premiums for dependent coverage. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee's dependents.

C. Prior to the implementation of a rate increase both the FOP and employees affected shall be notified in writing within thirty (30) days.

D. In accordance with Florida Statute 112.19, the sum of Twenty Five Thousand Dollars (\$25,000.00) shall be paid by the City to any bargaining unit employee whose duties require him or her to enforce criminal law, make investigations relating thereto, apprehend and arrest violators thereof, or transport, handle or guard persons arrested for, charged with or convicted of violations thereof, provided that such bargaining unit employee, while under seventy (70) years of age and while engaged in the performance of any of the duties mentioned above, is killed or receives bodily injury which results in the loss of his or her life within one hundred and eighty (180) days after being received, regardless of whether he or she is killed or if such bodily injury is inflicted intentionally or

accidentally, provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted.

E. In accordance with Florida Statute 112.19, an additional Seventy-Five Thousand Dollars (\$75,000.00) shall be paid to any employee covered by this Agreement who is unlawfully and intentionally killed while in the actual performance of his duties as a police officer with the City of Miami Springs.

F. In addition, the City will pay any employee covered by this Agreement, who dies while employed with the City of Miami Springs, a sum equal to one year's annual base salary of said deceased employee.

G. The City shall be liable for the payment of said sum and shall be deemed self-insured, unless it procures and maintains, or has already procured and maintains insurance to secure such payment. Any such insurance may cover only the risks indicated above and the amount indicated above, or it may cover those risks and additional risks and may be in a larger amount.

Such payment, whether secured by insurance or not, shall be made to the beneficiary designated by such bargaining unit employee in writing, signed by him or her and delivered to the City during his or her lifetime. If no such designation is made, then it shall be paid to his surviving child or children and the spouse in equal portions and if there be no surviving child or spouse, then to his or her estate.

ARTICLE 29. PREMIUM PAY

Special assignment allowances shall be provided to bargaining unit employees as described below:

A. Law enforcement personnel assigned to full-time detective duty - five percent (5%) bi-weekly.

B. Law enforcement personnel assigned to full-time motorcycle duty - thirty-five dollars (\$35.00) bi-weekly.

C. Law enforcement personnel assigned full-time canine (K-9) duty shall work forty-three (43) hours per week or eighty-six (86) hours per period in accordance with the Fair Labor Standards Act (FLSA), Section 207 (k). The hours worked shall be paid at the straight time hourly rate for all activities directly or indirectly associated with the care and attendance of the dog and for time spent with related equipment associated with this activity. It is agreed and understood that the K-9 officer shall dedicate the above mentioned six (6) hours per pay period exclusively off-duty for all activity associated directly with the care, exercise, feeding, etc. of the dog. No further compensation is intended directly or indirectly in this arrangement.

The City agrees to reimburse the K-9 officer for dog food upon receipt of invoice and proof of payment. The City will continue to pay for veterinary and related expense for health maintenance.

When requested and authorized for periods of four (4) consecutive days, or more, for death in immediate family and annual vacation leave, the City shall pay or reimburse the cost for boarding when the temporary care arrangement, including the facility and cost, is approved prior to

boarding and commencement of such leave. The Police Chief, at his discretion, may assign the care of the canine to an officer who is qualified in K-9 duty.

D. Law enforcement personnel assigned as field training officers (F.T.O.) shall receive a premium of two and one-half percent (2 1/2%) added to base pay for all shifts on which they are assigned training duties.

Law enforcement personnel certified as field training officers shall receive a premium of five percent (5%) added to base pay for all shifts on which they are assigned training duties.

E. Law enforcement personnel who wish to become certified training officers, at the department discretion, will be granted on duty time to attend certification training, if manpower permits. If staffing does not permit, officers will be approved to attend on their own time.

F. Uniformed Officers and Uniformed Sergeants assigned to work on evening and night shifts shall receive a shift differential pay as follows:

1. Uniformed Officers working between the hours of 3 p.m. to 11 p.m. shall receive an additional one and a quarter percent (1.25%) added to their salary and Uniformed Sergeants working between the hours of 3 p.m. to 11 p.m. shall receive an additional one and a quarter percent (1.25%) added to their salary.

2. Uniformed Officers working between the hours of 11 p.m. to 7 a.m. shall receive an additional two and a half percent (2.5%) added to their salary and Uniformed Sergeants working between the hours of 11 p.m. to 7 a.m. shall receive an additional two and a half percent (2.5%) added to their salary.

3. Uniformed Officers and Uniformed Sergeants working the relief shift shall receive the above applicable differential.

ARTICLE 30. ACTING RANKS

Any employee who is officially designated by the Department to act in a rank higher than his permanent rank and actually performs said duties shall receive an additional five percent (5%) of his base pay at a differential per each eight-hour shift or hour by hour basis.

All appointments to acting ranks for a period of more than seven (7) days shall be in writing.

ARTICLE 31. LABOR MANAGEMENT COMMITTEE

The parties agree that there shall be a Labor Management Committee comprised of three (3) representatives from the City (to include a representative of the City Manager), and three (3) representatives from the FOP.

Meetings of the Labor Management Committee shall be held not more than once a month, and may be scheduled at the request of either party upon five (5) days notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those issues to be presented for discussion; the time and place shall be mutually determined by the parties.

The scope of authority of the Labor Management Committee shall be limited solely to discussing general matters pertaining to employee relations. It is agreed and understood that the Committee shall not engage in collective bargaining or the resolution of grievances. The sole purpose of this Committee is to improve communications between labor and management and it is understood that this paragraph and any discussions undertaken pursuant to it are not subject to the grievance procedure set forth in this contract.

In the event any written agreements are reached between the parties, both parties shall make a good faith effort to abide by said agreement.

The Labor Management Committee shall discuss the feasibility of implementing a “take home” vehicle program for members of the bargaining unit.

ARTICLE 32. CONFIDENTIAL RECORDS

As provided or prohibited by law and unless otherwise required by Court Order, the City may not release for examination and inspection any of the following information from its records:

A. The home address, telephone numbers and photographs of law enforcement personnel;

B. The home addresses, telephone numbers, photographs and places of employment of the spouses and children of law enforcement personnel;

C. The names and locations of schools attended by children of law enforcement personnel. It shall be the right of any employee covered by this Agreement, at reasonable times, to inspect and make copies of his or her personnel file.

Whenever a non-City employee requests a review of the personnel file of an employee covered by this Agreement (except in the case of a criminal investigation of such employee), any employee subject to this Agreement shall receive notification of the name of the person reviewing such file.

ARTICLE 33. RETIREMENT PLAN

Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Miami Springs Police and Firefighters Retirement Plan (the “Plan”), except as provided below. All changes to the existing Plan shall take effect on October 12, 2014 (the “effective date”).

1. The accrued pension benefits of all Plan members who are employed and not participating in the DROP on the effective date, except members who are within 3 years of the normal retirement date, will be frozen on the effective date, as provided herein. The frozen accrued benefit of each member shall be calculated based on the 3.5% multiplier and other Plan provisions in effect on the day before the effective date, and each member’s continuous service and average monthly earnings on that date. All such members shall be 100% vested in the frozen accrued benefit earned prior to the effective date, and will be eligible to receive the frozen accrued benefit upon reaching the normal retirement date, or a reduced benefit upon reaching the early retirement date, and separation from employment. Such members will accrue benefits on and after the effective date in accordance with section 2 below. Plan members who are employed and within 3 years of the normal retirement date on the effective date shall continue to accrue benefits in accordance with the Plan provisions in effect on the day before the effective date.
2. Plan members who are employed and not participating in the DROP on the effective date (except members who are within 3 years of the normal retirement date on the effective date) shall accrue benefits on and after the effective date in accordance with the Plan provisions in effect on the day before the effective date, except as follows:

- a. The benefit multiplier shall be 3.5% for continuous service earned up to 20 years and 3% for continuous service earned after 20 years, with a maximum benefit of 85% of average monthly earnings. The 85% maximum benefit shall apply to the combined benefit earned prior to and after the effective date; provided, if a member has accrued a benefit percentage greater than 85% on the effective date, he/she shall retain that benefit percentage, but no additional benefit percentage shall be earned thereafter.
 - b. Average monthly earnings for continuous service on and after the effective date shall be the average of the 5 highest years of the last 10 years of continuous service (including continuous service prior to the effective date).
3. Bargaining unit members who are employed and not participating in the DROP on the effective date (except members who are within 3 years of the normal retirement date on the effective date), shall, upon reaching the normal or early retirement date and separating from City employment, be eligible for a monthly retirement benefit made up of two parts: (1) the frozen accrued benefit based on average monthly earnings, continuous service and the Plan provisions in effect on the day before the effective date; and (2) the accrued benefit based on continuous service and the Plan provisions in effect after the effective date.
 4. Bargaining unit employees hired on or after the effective date shall accrue benefits in the same manner as provided in the current Plan, except as follows:
 - a. The benefit multiplier shall be 2.5% for each year of continuous service, with a maximum benefit of 70% of average monthly earnings.
 - b. The normal retirement date shall be the earlier of age 55 with 10 years of continuous service or age 52 with 25 years of continuous service.

- c. Average monthly earnings shall be the average of the 5 highest years of the last 10 years of continuous service.
5. The parties agree that all Chapter 185 excess premium tax revenues shall be used to offset member contributions during fiscal years 2014-15, 2015-16 and 2016-17. Member contributions are capped at 16% of covered pay for fiscal years 2014-15 and 2015-16. Member contributions are capped at 15.5% of covered pay for fiscal year 2016-17. It is specifically agreed and understood that the provisions of this Section 5 shall terminate September 30, 2017 and, therefore, effective October 1, 2017, member contributions shall be determined in accordance with the cost sharing provisions in section 35-55(c) of the Plan.

ARTICLE 34. EDUCATIONAL ASSISTANCE

The City will endeavor to implement, as soon as may be reasonably practical, an educational assistance program to be funded solely from assessments that may be received by the City pursuant to Florida Statute 943.25. Guidelines and eligibility for such educational assistance program will be established by the City Manager and delivered to the employees covered by this Agreement following its implementation.

Any employee who has entered the retirement drop plan will not be eligible for the educational assistance.

ARTICLE 35. SICK LEAVE

A. Employees shall earn paid sick leave at the rate of one day for each month of service, or 12 days per year.

B. Earned paid sick leave may not be used until completion of probation period of original appointment.

C. Earned sick leave may be accumulated from year to year

D. If an employee has not used more than two (2) days of allotted sick days during a fiscal year (October 1 through September 30) the City agrees to convert a certain number of sick days to annual leave, at the employees option, under the following scale:

Zero allotted sick days used	Convert three sick days to annual leave
One allotted sick day used	Convert two sick days to annual leave
Two allotted sick days used	Convert one sick day to annual leave

For purposes of the first year of this provision, the starting date shall be the day after the ratification vote by the City Council or October 1,1998, whichever is later. The scheduling of the time off is within the sole discretion of the Chief of Police. It is agreed that the scheduling of this time off shall not create an adverse impact on the minimum manning tables giving rise to overtime by others to fill the requirement of minimum manning and/or be the cause of adding additional new employees to the work force. Each employee must make his request known through his chain of command no later than October 31 of each calendar year, with regard to his desire to convert sick leave to annual leave.

E. Employees retiring under the City Pension System, or dying during active service or authorized leave, shall be paid for accumulated unused sick leave at the rate of 1/2 day for each day accumulated, to a maximum of

120 days (960 hours) pay at the employees final base pay rate.

“FINAL BASE PAY” shall have the same meaning as “FINAL AVERAGE SALARY” as the term is defined in Subsection 35.04, Miami Springs Civil Service Rules and Regulations.

F. Employees resigning from the City Service with 15 or more years of service shall receive a total maximum of thirty (30) days (240 hours) pay. Employees resigning with less than fifteen (15) years of service, or being terminated for other reasons, shall not receive any pay for unused medical leave accumulation.

G. Sick leave shall be granted for employee injury or illness not connected with work.

H. Employees are responsible for notifying an on-duty supervisor at least two (2) hours prior to their scheduled shifts.

I. Employees absent for longer than three (3) consecutive working days on sick leave may be required to provide a medical statement of fitness and evidence of reason for absence. Employees with three (3) or more separate sick leave occurrences within any 90 day period will be subject to administrative review and could be subject to disciplinary action if found to be a sick leave abuser. After administrative review, an employee who is determined to be an abuser may be required to produce a medical statement for any sick leave occurred during the twelve (12) month period following the last abusive occurrence.

J. No sick leave shall be charged for treatment required by the City or for time lost as a result of compensable injury sustained while on duty.

K. Employees covered by this Agreement shall be compensated for accumulated sick leave in accordance with the provisions of this article, rather than the provisions of subsection 34.16(c), MEDICAL LEAVE, Miami Springs Civil Service Rules and Regulations. This article is intended to replace subsection 34.16(c), Medical Leave, and is not intended to be an additional benefit over and above any benefits set forth in subsection 34.16(c), Medical Leave, Miami Springs Civil Service Rules and Regulations.

L. FAMILY MEDICAL LEAVE POLICY (FMLA, 1993)

On April 5, 1994, City Administrative Order 94-6, Family Medical Leave Policy (FMLA, 1993) was adopted pursuant to Federal Statute, the Family and Medical Leave Act of 1993. This policy supersedes and replaces the provisions heretofore set forth in Section K of this Article and is incorporated herein by reference.

ARTICLE 36. BEREAVEMENT LEAVE

A. Four (4) days of emergency leave with pay shall be granted in the event of a death in the immediate family, provided that the employee actually attends the funeral. Immediate family is defined as spouse, children, grandchildren, mother, father, sister, or brother, mother-in-law, father-in-law, grandfather, grandmother, or upon proof of any person in the general family living within the same household. Should any employee require additional time other than provided herein, he/she may request that funeral leave be extended an additional two (2) work days. Emergency requests for such extensions, arising during said leave shall be granted by the Department whenever possible.

ARTICLE 37. PROBATIONARY PERIOD

The probationary period for all incoming employees covered by this Agreement is twelve (12) months after such incoming employee has both been (1) state certified and has (2) begun actual employment with the City.

ARTICLE 38 - TOXICOLOGY AND ALCOHOL TESTING

The City and the FOP recognize that employee substance and alcohol abuse can have an adverse impact on Miami Springs government, the Department's operations, the image of City employees and the general health, welfare and safety of the employees and the general public.

The City shall continue to have the right to require Toxicology and Alcohol Testing as part of any regularly scheduled physical examination.

The City shall also have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug or alcohol. The City and the FOP agree that requiring employees to submit to testing of this nature shall be limited, "except as provided in the City's May 17, 1994 Administrative Order 94-7, Drug Free Workplace Policy/Drug Screen Policy Statement with respect to Workers' Compensation" to circumstances that indicate reasonable suspicion to believe that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the City Personnel Rules or Departmental Rules and Regulations regarding the use of such substances.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing, "except as provided in the City's May 17, 1994 Administrative Order 94-7," shall first be approved by Police Chief or higher authority within the City to ensure proper compliance with the terms of this Article.

The City, guided by the most recent research in toxicology, will select the appropriate test(s) to be used. If an employee tests positive, a second confirmatory test on the original specimen must be administered in a timely manner to verify the results before administrative action is taken. The

City shall make a reasonable effort to provide employees with the results of a positive test within 72 hours of providing the specimen. However, failure to comply with this 72 hour notification provision shall not preclude the City from utilizing the positive test results in any administrative or disciplinary action up to and including dismissal as deemed appropriate in accordance with the applicable provisions of City Administrative Orders, the City Code, the City Personnel Rules and Departmental Rules and Regulations. All tests will be conducted in approved laboratories using recognized technologies.

All disputes arising out of the implementation of this article will be pursued under Article 15 of the agreement.

The results of such tests may result in appropriate disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the Code of the City of Miami Springs, the City Personnel Rules and Departmental Rules and Regulations. Employee refusal to submit to toxicology or alcohol testing in accordance with the provisions of this Article may result in disciplinary action up to and including dismissal, in accordance with the applicable provisions of the City Code, the Miami Springs Personnel Rules and Departmental Rules and Regulations.

The parties agree that the City's May 17, 1994 Administrative Order 94-7, Drug Free Workplace Policy/Drug Screen Policy Statement provisions agreed to herein were adopted by the City pursuant to the provisions of Chapter 440.102 Florida Statutes and Chapter 38F-9 of the Florida Administration Code. The parties further agree that the Agreement to the implementation of the provisions of the policy/statement are contingent upon the continuation of the underlying authorizing statutory/code authority. Should said statutory/code authority be repealed, invalidated

by a Court of competent jurisdiction or otherwise cease to exist, the contractual agreement re: the policy/statement will not independently survive without said statutory authority.

ARTICLE 39. TERM OF AGREEMENT AND REOPENERS

This Agreement shall be effective October 1, 2014, upon being approved by a majority vote of the employees voting in the bargaining unit and upon ratification by the City of Miami Springs City Council, and shall continue until September 30, 2017.

All elements of this Agreement shall remain in force for the period called for above unless by mutual agreement, in writing, the parties amend some portion thereof. It is agreed and understood that this Agreement constitutes the whole agreement between the parties.

Any Articles contained herein which include multiple year provisions shall not be reopened during the stated multiple year term.

SIGNATORY PROVISION

The foregoing Agreement between the City of Miami Springs and Florida State Lodge Fraternal Order of Police consists of a Preamble and Thirty-Nine (39) Articles, including Appendixes A and B and shall continue until September 30, 2017.

Agreed to this _____ day of _____, 2014.

WITNESS:

FLORIDA STATE LODGE FRATERNAL
ORDER OF POLICE

BY: _____
Joe Puleo, FOP Staff Representative

WITNESS:

CITY OF MIAMI SPRINGS

BY: _____
Ron Gorland, City Manager



**CITY OF MIAMI SPRINGS
OFFICE OF THE CITY CLERK**
201 Westward Drive
Miami Springs, FL 33166-5259
Phone: 305.805.5006
Fax: 305.805.5028

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Erika Gonzalez-Santamaria, CMC, City Clerk
VIA: Elora R. Sakal, Assistant City Clerk
DATE: September 11, 2014
SUBJECT: Board of Parks and Parkways Recommendation

At their last meeting on September 10, 2014, the Board of Parks and Parkways recommended the following to Council:

- a) *“Board member Priess would like to recommend that Council adopt the plan submitted by Public Works Director Tom Nash for the churches and organizations signage wall on Curtiss Parkway adjacent to the pump house on the corner of Eldron Drive and to budget the installation. Board member Brooks seconded the motion which was carried unanimously on voice vote.”*
- b) *By consensus, the Board agreed to nominate 225 Reinette Drive as the October, 2014 yard of the month.*
- c) *By consensus, the Board agreed to nominate 960 N. Royal Poinciana Blvd. as the November, 2014 yard of the month.*
- d) *By consensus, the Board agreed to nominate 480 S. Royal Poinciana Blvd. as the December, 2014 yard of the month.*
- e) *By consensus, the Board agreed to nominate 631 Falcon Avenue as the January, 2015 yard of the month.*


cc: City Manager
Assistant City Manager/Finance Director
City Attorney




AGENDA MEMORANDUM

Meeting Date: 10/13/2014

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

Via: Ron Gorland, City Manager 

From: William Alonso, Assistant City Manager/ Finance Director 

Subject: Use of health insurance renewal savings to provide a pay raise to city employees

Recommendation:

At the direction of Council, the Administration recommends that the approx. \$41,000 General fund savings generated by the Aetna health insurance renewal be used to provide almost all full time General employees (excludes Uniformed Police and Assistant Department Heads and above) with a 2% pay raise.

Discussion/Analysis:

During the Council meeting of September 22, 2014, Council requested that the Administration provide it with a proposal for using the health insurance renewal savings to provide our employees with a pay raise. After our analysis, it was determined that the approx. \$41,000 savings could provide a 2% pay raise to almost all full time General employees with the exception of Uniformed Police and Assistant Department Heads and above.

Fiscal Impact (If applicable):

The total cost of this raise for FY14-15 is \$41,000 and will be offset by the savings in insurance costs.